



**Brawley City Council &  
Successor Agency to  
Brawley Community Redevelopment Agency  
Agenda  
Regular Meeting  
Tuesday, March 17, 2015 @ 6:00 PM  
City Council Chambers  
383 Main Street  
Brawley, California 92227**

*George A. Nava*, Mayor  
*Donald L. Wharton*, Mayor Pro-Tempore  
*Sam Couchman*, Council Member  
*Helen M. Noriega*, Council Member  
*Don C. Campbell*, Council Member

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

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION**      Pastor Thomas Charlton, Full Gospel Church

**PLEDGE OF ALLEGIANCE**

**1. APPROVAL OF AGENDA**

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

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

- a. Approve Accounts Payable: February 26, 2015 **Pp 5-20**  
March 5, 2015 **Pp 21-36**  
March 6, 2015 **Pp 37**
- b. Approve Resolution No. 2015- : Resolution of the City Council of the City of Brawley Amending Fiscal Year 2014/2015 City of Brawley Budget for the Fire Department in the Amount of \$8,126.15. **Pp 38-40**
- c. Approve Request for Staff Travel Greater than 500 Miles for Attendance at the 260<sup>th</sup> Session of the FBI National Leadership Academy in Quantico, VA. **Pp 41**
- d. Approve Resolution No. 2015- : Resolution of the City Council of the City of Brawley, California Authorizing the City to Apply to the Imperial County Children and Families First Commission for Libraries Empower All to Read Now (LEARN) Program. **Pp 42-44**
- e. Approve Resolution No. 2015- : Resolution of the City Council of the City of Brawley, California Approving the Destruction of Specific Police Department Records, Documents and Papers Pursuant to Sections 34090 of the Government Code of the State of California. **Pp 45-48**
- f. Approve Resolution No. 2015- : Resolution of the City Council of the City of Brawley, California Declaring Various Public Safety Vehicles as Surplus Property. **Pp 49-62**
- g. Award Contract to Becerril Air Solutions for Project No. 2015-12 Purchase and Installation of Four (4) Air Conditioner Units in the Amount of \$38,040. **Pp 63-65**
- h. Approve Purchase of a 2016 International Water Truck in the Amount of \$137,041.20, Utilizing the National Joint Powers Alliance (NJPA) Purchasing Contract #102811. **Pp 66-76**

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

- a. Discussion and Potential Action to Adopt 1<sup>st</sup> Reading of Ordinance No. 2015 - : Ordinance of the City Council of the City of Brawley, California Establishing a Business License Fee for Vendors at City Sanctioned Events. **Pp 77-80**
- b. Discussion and Potential Action to Amend Resolution No. 2014-36, Increasing the Membership of the Business Advisory Committee from Five to Seven Members. **Pp 81-86**
- c. Discussion and Potential Staff Direction re: Color Palettes in the Downtown Specific Plan Area.
- d. Discussion and Potential Action to Adopt 1<sup>st</sup> Reading of Ordinance No. 2015 - : Ordinance of the City Council of the City of Brawley, California Amending Sidewalk Sales and Adopt Resolution No. 2015- : Resolution of the City Council of the City of Brawley, California, Establishing Parameters in the Downtown Specific Plan Area Regarding Sidewalk Sales. **Pp 87-92**
- e. Discussion and Staff Direction re: The Corky McMillin Companies Latigo Ranch Subdivision Alternatives Proposal. **Pp 93-96**
- f. Discussion and Potential Action to Authorize Agreement with AE Consulting, Inc. to Provide Professional Engineering and Construction Management Services for the Brawley Municipal Airport Runway 26 End Safety Area Improvements in the amount of \$206,030. **Pp 97-106**
- g. Discussion and Potential Action to Award Contract to A & R Construction, for Project No. 2015-07 Storm Drain Inlet Replacement Project in the Amount of \$106,545. **Pp 107-109**
- h. Discussion and Potential Action to Approve the Sale and Consumption of Alcohol on City Property located on South Plaza for the Cesar Chavez Community Celebration on April 11, 2015 from 2pm to midnight. **Pp 110-111**
- i. Discussion and Potential Action to Approve Purchase and Installation of a Diesel Particulate Filter (DPF) for Dump Truck #26 in the amount of \$14,476.79. **Pp 112-125**
- j. Discussion and Potential Staff Direction re: A Social Media Use Policy for City Council Members.

**5. CITY COUNCIL MEMBER REPORTS**

**6. CITY MANAGER'S REPORT**

**7. TREASURER'S REPORT**

**8. CITY ATTORNEY'S REPORT**

**9. CITY CLERK'S REPORT**

**10. CLOSED SESSION**

a. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR** (Section 54956.8)

Conference with Real Property Negotiators  
Property: 138 South 8<sup>th</sup> Street – APN #049-031-004  
Agency Negotiator: Rosanna Bayon Moore, City Manager  
Negotiating party: Imperial Irrigation District  
Under negotiation: price and terms of use

**ADJOURNMENT** Next Special Meeting, March 19, 2015 @ 6:00 PM, Brawley Kiwanis Kiosk, Plaza Park, 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: 02/26/2015

Time: 4:42 PM

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City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
34088	02/26/2015	Printed	A343	ACME SAFETY & SUPPLY CORP.	Chipseal Markers	475.74
34089	02/26/2015	Printed	A414	AIRWAVE COMMUNICATIONS ENT	Radio Maint Contract/February	877.23
34090	02/26/2015	Printed	A167	ALL VALLEY FENCE & SUPPLY, INC	Repair Gate	120.00
34091	02/26/2015	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	96.38
34092	02/26/2015	Printed	A743	ELENA AMADOR	BB Scorekeeper 2/14, 2/17	54.00
34093	02/26/2015	Printed	A137	AMERICA'S FINEST FIRE PROTECT	Service Fire Extinguishers	436.99
34094	02/26/2015	Printed	A802	AMERICAN PUBLIC WORKS ASSOC	PW Manager Program/P. Sanchez	50.00
34095	02/26/2015	Printed	A537	AMERIPRISE FINANCIAL SERVICES	Grapefruit Drive Settlement	12,540.00
34096	02/26/2015	Printed	A544	GARY ANSIEL	Flex Sockets	139.59
34097	02/26/2015	Printed	A134	ARAMARK UNIFORM SERVICES, INC.	Cleaning Services	42.96
34098	02/26/2015	Printed	A785	AT&T	U-Verse Internet 2/17-3/16	55.00
34099	02/26/2015	Printed	A461	AT&T-CALNET 2	Telephone Services 12/20-1/19	4,660.37
34100	02/26/2015	Printed	A784	AT&T	Telephone Services/Teen Center	108.57
34101	02/26/2015	Printed	A930	AVAYA FINANCIAL SERVICES	City Hall Phone System	150.89
34102	02/26/2015	Printed	A788	AVAYA, INC.	Equipment Maint/Public Works	451.24
34103	02/26/2015	Printed	B373	CALEB BAEZA	BB Referee 2/4, 2/14, 2/18	108.00
34104	02/26/2015	Printed	B390	BRAWLEY AUTO BODY	Repair Door #47 Parks	224.00
34105	02/26/2015	Printed	B960	TYMIKA BROWN	BB Referee 2/14, 2/17	144.00
34106	02/26/2015	Printed	B411	BSN SPORTS	Basketball Jerseys	22.14
34107	02/26/2015	Printed	C610	CAL-GRADE, INC.	Cold Mix Asphalt	13,097.85
34108	02/26/2015	Printed	C101	CALIFORNIA JPIA	Leadership Academy	750.00
34109	02/26/2015	Printed	C544	CANON FINANCIAL SERVICES, INC	Admin Copier Lease 2/1-2/28/15	354.78
34110	02/26/2015	Printed	C549	CANON SOLUTIONS AMERICA, INC	Copier Maint 1/1-1/31/15 Bldg	95.58
34111	02/26/2015	Printed	C669	JULIO CASILLAS	Refund Deposit 630 N Palm Dr	66.28
34112	02/26/2015	Printed	C056	DANIEL CASTRO	BB Referee 2/18/15	48.00
34113	02/26/2015	Printed	D701	DAVID & SONS TRUCK REPAIR, INC	Ratchet Straps #214 Shop	62.62
34114	02/26/2015	Printed	D123	DESERT AIR CONDITIONING, IN	A/C Maintenance	354.00
34115	02/26/2015	Printed	D240	DETROIT INDUSTRIAL TOOL	Blade	282.40
34116	02/26/2015	Printed	D925	DOWNTOWN FORD SALES	2015 Ford F250 Regular Cab	25,036.31
34117	02/26/2015	Printed	E145	ELMS EQUIPMENT	Chain Loop	193.56
34118	02/26/2015	Printed	X169	EXIT IMPERIAL REALTY	Refund Deposit 869 Jennifer St	196.96
34119	02/26/2015	Printed	F070	WILNELIA FLORES	Refund Deposit 222 S Imperial	194.89
34120	02/26/2015	Printed	F409	FULLCOURT PRESS	#9 Return Envelopes	1,176.84
34121	02/26/2015	Printed	G601	JOEY GARCIA JR	BB Scorekeeper 2/14/15	18.00
34122	02/26/2015	Printed	G317	JOE GARCIA	BB Gym Supervisor, SetUp &	70.00
34123	02/26/2015	Printed	G966	GIBSON & SCHAEFER, INC.	Concrete	315.68
34124	02/26/2015	Printed	G031	ASHLEY GONDER	BB Referee 2/14/15	24.00
34125	02/26/2015	Printed	G390	JITENDRA GOYAL	Refund Deposit 851 W Legion Rd	199.26
34126	02/26/2015	Printed	G216	DAYJANE GRANBERRY	BB Referee, Scorekeeper	144.00
34127	02/26/2015	Printed	G265	ADAM GREEN	Travel Adv. Field Training	1,012.25
34128	02/26/2015	Printed	H158	HD SUPPLY WATERWORKS, LTD.	Fire Hydrant	7,429.12
34129	02/26/2015	Printed	H469	HUNTER EMPLOYMENT SERVICES,	Temporary Employment Services	232.00
34130	02/26/2015	Printed	I102	I. I. D.	Canal Water/Oakley 3008245	7,812.00
34131	02/26/2015	Void	02/26/2015		Void Check	0.00
34132	02/26/2015	Printed	I301	IMPERIAL HARDWARE CO., INC.	Brush, Mix Containers	334.16
34133	02/26/2015	Printed	I103	IMPERIAL IRRIGATION DISTRIC	Power Bills 12/30/14-1/27/15	59,779.77
34134	02/26/2015	Printed	I608	IMPERIAL TRUSS & LUMBER CO	Stakes, Boards	58.70
34135	02/26/2015	Printed	I958	IMPERIAL VALLEY WEEKLY	Legal Publication Ordinance	675.00
34136	02/26/2015	Printed	J380	JADE SECURITY SYSTEMS, INC.	Alarm Monitoring/Teen Center	71.85
34137	02/26/2015	Printed	J187	DELIA JAQUES	Refund Deposit 949 K Street	153.95
34138	02/26/2015	Printed	K543	KNORR SYSTEMS, INC.	Overhaul Pool Filter System	1,470.74

# Check Register Report

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Check Number	Check Date		Vendor Number	Vendor Name	Check Description	Amount
34139	02/26/2015	Printed	L108	LEAGUE OF CALIFORNIA CITIES	2015 Officers Institute & Expo	525.00
34140	02/26/2015	Printed	M004	MCNEECE BROS OIL COMPANY	Fuel/Building Dept.	121.51
34141	02/26/2015	Printed	M366	MATHEW MONTALVO	BB Referee 2/14/15	24.00
34142	02/26/2015	Printed	M524	NATHAN MONTALVO	BB Referee 2/14/15	24.00
34143	02/26/2015	Printed	N045	NORTHEND AUTOPARTS, INC.	Shocks #201 Streets	510.75
34144	02/26/2015	Printed	0567	JIM O'MALLEY PLUMBING	Lock, Cartridge	189.54
34145	02/26/2015	Printed	O233	O'REILLY AUTO PARTS	Brake Cleaner/Shop	77.50
34146	02/26/2015	Printed	O125	OFFICE SUPPLY CO.	Toners, Post-Its, Tape	390.88
34147	02/26/2015	Printed	O113	OK RUBBER TIRES	Tire Repair #20 Streets	38.24
34148	02/26/2015	Printed	O211	ORANGE COUNTY SHERIFF'S OFFICE	Field Training Officer	80.00
34149	02/26/2015	Printed	P344	PADRE JANITORIAL SUPPLIES, INC	Janitorial Supplies	532.01
34150	02/26/2015	Printed	M390	MARIAM PEREZ	BB Scorekeeper 2/14/15	18.00
34151	02/26/2015	Printed	P134	PERFECT CAR WASH	Car Wash Services/March	400.00
34152	02/26/2015	Printed	P110	PESTMASTER SERVICES	Pest Control Services/Building	180.00
34153	02/26/2015	Printed	P780	PRINCE & ASSOCIATES	Refund Dep, Ovrpmt 620 S 2nd	235.87
34154	02/26/2015	Printed	P558	PRO RECORD STORAGE, INC.	Document Storage 1/1-1/31/15	179.19
34155	02/26/2015	Printed	P340	PROTECTION ONE ALARM	Alarm Monitoring 2/1-2/28/15	80.20
34156	02/26/2015	Printed	P104	PUBLIC EMPLOYEES RETIREMENT	Correct 12/23/2015-01/05/2015	94,559.93
34157	02/26/2015	Printed	R651	R.J. SAFETY SUPPLY CO., INC	Ear Plugs	557.38
34158	02/26/2015	Printed	U551	RAILROAD MGT. CO. LLC	12" Water Distribution Pipe Ln	927.30
34159	02/26/2015	Printed	R107	RAIN FOR RENT	Credit for Inv #J05196	37.81
34160	02/26/2015	Printed	R177	RDO WATER	Sprinklers	245.14
34161	02/26/2015	Printed	R462	REDDY ICE, CORPORATION	Ice	122.00
34162	02/26/2015	Printed	R410	DIANA RENTERIA	Refund Deposit 282 W D Street	108.80
34163	02/26/2015	Printed	R787	REV WORLDWIDE, INC	Search Warrant Ref #S253	20.00
34164	02/26/2015	Printed	S802	ADAM SANCHEZ	BB Scorekeeper 2/14/15	18.00
34165	02/26/2015	Printed	S379	JAYMI SANCHEZ	BB Scorekeeper 2/14, 2/17	54.00
34166	02/26/2015	Printed	S574	SHARP ELECTRONICS CORPORATI	Copier Maintenance	135.70
34167	02/26/2015	Printed	S033	SHI	Desktop PC, Monitor, Hardware	2,410.89
34168	02/26/2015	Printed	S495	SOUTHERN CALIFORNIA GAS CO.	187 425 2700 7 1/8-2/9/15	139.02
34169	02/26/2015	Printed	S516	SOUTHERN CALIFORNIA MUNICIP	2015 Membership Dues/L. Self	140.00
34170	02/26/2015	Printed	S439	STANCORP MORTGAGE	Refund Deposit 811 Brawley Ave	571.54
34171	02/26/2015	Printed	S689	STAPLES ADVANTAGE	Clipboards, Pens	145.36
34172	02/26/2015	Printed	S709	STATE WA RESOURCES CONTROL	WTP Grade 4 Exam/F. Rodriguez	130.00
34173	02/26/2015	Printed	S849	STILLS ELECTRIC	Troubleshoot Lights	4,129.53
34174	02/26/2015	Printed	T524	TYCO INTEGRATED SECURITY, LLC	Alarm Monitoring 3/1-3/31/15	102.95
34175	02/26/2015	Printed	T525	TYLER TECHNOLOGIES, INC.	Annual Network Maintenance	7,248.95
34176	02/26/2015	Printed	U790	U.S. BANK CORPORATE	Credit Card Charges/R. Walla	1,698.49
34177	02/26/2015	Printed	U901	UNITED STATES POSTAL SERVIC	City Hall Postage Refill	2,167.76
34178	02/26/2015	Printed	V079	VERIZON WIRELESS SERVICES L	Cell Phone Charges/Various	434.39
34179	02/26/2015	Printed	V079	VERIZON WIRELESS SERVICES L	Retrieve SMS Content	100.00
34180	02/26/2015	Printed	V103	ROBERTO VILLAGRANA	Refund Ovrpmt 1568 Manzanita	40.00
34181	02/26/2015	Printed	V031	NICOLE VILLALOBOS	BB Scorekeeper 2/14/15	18.00
34182	02/26/2015	Printed	W221	WAL-MART STORES, INC. #01-1555	Facial Tissue	28.97
34183	02/26/2015	Printed	W250	WESTAIR GASES & EQUIPMENT INC	Clamp, Magnets	99.32
34184	02/26/2015	Printed	Y141	LANAY TONI YANCY	BB Referee 2/14/15	24.00

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Checks Total (excluding void checks):

262,489.57



**INVOICE APPROVAL LIST BY FUND REPORT**

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City of Brawley

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
<b>Fund: 101 General Fund</b>							
<b>Dept: 110.000 General Revenues</b>							
101-110.000-410.910	Utility users t PRINCE & ASSOCIATES///		Refund Dep, Ovrpmt 620 S 2nd	34153	02/18/2015	02/26/2015	2.71
							<u>2.71</u>
						<b>Total Dept. General Revenues:</b>	<b>2.71</b>
<b>Dept: 111.000 City Council</b>							
101-111.000-730.200	Technical ser TYCO INTEGRATED SECURI	23698994	Alarm Monitoring 3/1-3/31/15	34174	02/07/2015	02/26/2015	25.73
							<u>25.73</u>
101-111.000-750.200	Communicati VERIZON WIRELESS SERVI	9739861461	Cell Phone Charges/Various	34178	02/01/2015	02/26/2015	243.89
							<u>243.89</u>
101-111.000-750.404	Travel - H.N. U.S. BANK CORPORATE///		Credit Card Charges/H. Noriega	34176	02/01/2015	02/26/2015	464.13
							<u>464.13</u>
101-111.000-750.405	Travel - D.W. U.S. BANK CORPORATE///		Credit Card Charges/D. Wharton	34176	02/01/2015	02/26/2015	27.64
							<u>27.64</u>
101-111.000-750.500	Training U.S. BANK CORPORATE///		Credit Card Charges/H. Noriega	34176	02/01/2015	02/26/2015	670.00
							<u>670.00</u>
						<b>Total Dept. City Council:</b>	<b>1,431.39</b>
<b>Dept: 112.000 City Clerk</b>							
101-112.000-710.300	P E R S PUBLIC EMPLOYEES RETIR.		02/03/2015-02/16/2015 PERS	34156	02/25/2015	02/26/2015	781.73
							<u>781.73</u>
101-112.000-730.200	Technical ser TYCO INTEGRATED SECURI	23698994	Alarm Monitoring 3/1-3/31/15	34174	02/07/2015	02/26/2015	25.74
							<u>25.74</u>
101-112.000-750.300	Advertising & IMPERIAL VALLEY WEEKLY/	000801213	Legal Publication Ordinance	34135	02/19/2015	02/26/2015	675.00
							<u>675.00</u>
						<b>Total Dept. City Clerk:</b>	<b>1,482.47</b>
<b>Dept: 131.000 City Manager</b>							
101-131.000-710.300	P E R S PUBLIC EMPLOYEES RETIR		02/03/2015-02/16/2015 PERS	34156	02/25/2015	02/26/2015	912.61
							<u>912.61</u>
101-131.000-720.100	Office suppli U.S. BANK CORPORATE///		Credit Card Charges/R. Moore	34176	02/01/2015	02/26/2015	191.72
							<u>191.72</u>
101-131.000-730.200	Technical ser TYCO INTEGRATED SECURI	23698994	Alarm Monitoring 3/1-3/31/15	34174	02/07/2015	02/26/2015	25.74
							<u>25.74</u>
						<b>Total Dept. City Manager:</b>	<b>1,130.07</b>
<b>Dept: 151.000 Finance</b>							
101-151.000-710.300	P E R S PUBLIC EMPLOYEES RETIR		02/03/2015-02/16/2015 PERS	34156	02/25/2015	02/26/2015	1,867.88

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							<b>1,867.88</b>
101-151.000-720.100	Office suppli OFFICE SUPPLY CO.///	C480290-0	Return Calendar Refill	34146	02/01/2015	02/26/2015	-5.05
							<b>-5.05</b>
101-151.000-721.900	Small tools & SHI///	B02721796	Desktop PC, Monitor, Hardware	34167	02/01/2015	02/26/2015	952.28
	SHI///	B02708956	Desktop PC, Monitor, Hardware	34167	02/01/2015	02/26/2015	90.41
	SHI///	B02708956	Desktop PC, Monitor, Hardware	34167	02/01/2015	02/26/2015	162.76
							<b>1,205.45</b>
101-151.000-730.200	Technical sei PRO RECORD STORAGE, IN	0014957	Document Storage 1/1-1/31/15	34154	02/02/2015	02/26/2015	15.95
	TYLER TECHNOLOGIES, INC	025-108986	Server User, Annual Maintenanc	34175	02/01/2015	02/26/2015	1,727.00
	TYLER TECHNOLOGIES, INC	025-114084	Annual Network Maintenance	34175	02/01/2015	02/26/2015	3,212.42
							<b>4,955.37</b>
101-151.000-740.100	Repair & ma AVAYA FINANCIAL SERVICE	26522337	City Hall Phone System	34101	02/18/2015	02/26/2015	75.45
	SHARP ELECTRONICS CORI	10292010	Copier Maintenance	34166	02/01/2015	02/26/2015	67.85
	TYLER TECHNOLOGIES, INC	025-108986	Server User, Annual Maintenanc	34175	02/01/2015	02/26/2015	392.50
							<b>535.80</b>
101-151.000-740.400	Rent PRO RECORD STORAGE, IN	0014957	Document Storage 1/1-1/31/15	34154	02/02/2015	02/26/2015	163.24
							<b>163.24</b>
101-151.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 12/20-1/19	34099	02/01/2015	02/26/2015	38.82
							<b>38.82</b>
101-151.000-750.210	Postage UNITED STATES POSTAL SE		City Hall Postage Refill	34177	02/25/2015	02/26/2015	155.63
							<b>155.63</b>
101-151.000-750.600	Contributions: U.S. BANK CORPORATE///		Credit Card Charges/R. Walla	34176	02/01/2015	02/26/2015	220.00
							<b>220.00</b>
						<b>Total Dept. Finance:</b>	<b>9,137.14</b>
<b>Dept: 152.000 Utility Billing</b>							
101-152.000-710.300	P E R S PUBLIC EMPLOYEES RETIR.		02/03/2015-02/16/2015 PERS	34156	02/25/2015	02/26/2015	958.13
							<b>958.13</b>
101-152.000-720.100	Office suppli FULLCOURT PRESS///	28252	#9 Return Envelopes	34120	02/13/2015	02/26/2015	1,176.84
							<b>1,176.84</b>
101-152.000-721.900	Small tools & SHI///	B02721796	Desktop PC, Monitor, Hardware	34167	02/01/2015	02/26/2015	952.28
	SHI///	B02708956	Desktop PC, Monitor, Hardware	34167	02/01/2015	02/26/2015	90.40
	SHI///	B02708956	Desktop PC, Monitor, Hardware	34167	02/01/2015	02/26/2015	162.76
							<b>1,205.44</b>
101-152.000-730.200	Technical sei TYLER TECHNOLOGIES, INC	025-114084	Annual Network Maintenance	34175	02/01/2015	02/26/2015	1,917.03
							<b>1,917.03</b>
101-152.000-740.100	Repair & ma AVAYA FINANCIAL SERVICE	26522337	City Hall Phone System	34101	02/18/2015	02/26/2015	75.44
	SHARP ELECTRONICS CORI	10292010	Copier Maintenance	34166	02/01/2015	02/26/2015	67.85

INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/26/2015

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							<b>143.29</b>
101-152.000-750.210	Postage UNITED STATES POSTAL SE		City Hall Postage Refill	34177	02/25/2015	02/26/2015	1,868.79
							<b>1,868.79</b>
<b>Total Dept. Utility Billing:</b>							<b>7,269.52</b>
<b>Dept: 153.000 Personnel</b>							
101-153.000-710.300	P E R S PUBLIC EMPLOYEES RETIR		02/03/2015-02/16/2015 PERS	34156	02/25/2015	02/26/2015	507.98
							<b>507.98</b>
101-153.000-730.200	Technical sei TYCO INTEGRATED SECURI	23698994	Alarm Monitoring 3/1-3/31/15	34174	02/07/2015	02/26/2015	25.74
							<b>25.74</b>
101-153.000-750.210	Postage UNITED STATES POSTAL SE		City Hall Postage Refill	34177	02/25/2015	02/26/2015	20.16
							<b>20.16</b>
<b>Total Dept. Personnel:</b>							<b>553.88</b>
<b>Dept: 171.000 Planning</b>							
101-171.000-710.300	P E R S PUBLIC EMPLOYEES RETIR		02/03/2015-02/16/2015 PERS	34156	02/25/2015	02/26/2015	579.57
							<b>579.57</b>
101-171.000-730.200	Technical sei HUNTER EMPLOYMENT SEF	50264	Temporary Employment Services	34129	02/17/2015	02/26/2015	232.00
							<b>232.00</b>
101-171.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 12/20-1/19	34099	02/01/2015	02/26/2015	18.20
							<b>18.20</b>
101-171.000-750.210	Postage UNITED STATES POSTAL SE		City Hall Postage Refill	34177	02/25/2015	02/26/2015	19.59
							<b>19.59</b>
<b>Total Dept. Planning:</b>							<b>849.36</b>
<b>Dept: 181.000 Information technc</b>							
101-181.000-710.300	P E R S PUBLIC EMPLOYEES RETIR.		02/03/2015-02/16/2015 PERS	34156	02/25/2015	02/26/2015	554.43
							<b>554.43</b>
101-181.000-730.200	Technical sei U.S. BANK CORPORATE///		Credit Card Charges/R. Walla	34176	02/01/2015	02/26/2015	125.00
							<b>125.00</b>
<b>Total Dept. Information technology:</b>							<b>679.43</b>
<b>Dept: 191.000 Non-departmental</b>							
101-191.000-720.100	Office suppli CANON FINANCIAL SERVICE	14569653	Admin Copier Lease 2/1-2/28/15	34109	02/01/2015	02/26/2015	302.94
							<b>302.94</b>
101-191.000-721.200	Other operat O'MALLEY PLUMBING/JIM//	87171	Lock, Cartridge	34144	02/20/2015	02/26/2015	189.54
							<b>189.54</b>
101-191.000-725.200	Electricity IMPERIAL IRRIGATION DISTI		Power Bills 12/30/14-1/27/15	34133	02/01/2015	02/26/2015	1,009.92
							<b>1,009.92</b>



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							<b>1,295.50</b>
101-211.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 12/20-1/19	34099	02/01/2015	02/26/2015	2,615.26
							<b>2,615.26</b>
101-211.000-750.500	Training CALIFORNIA JPIA///	5846	Leadership Academy	34108	02/23/2015	02/26/2015	375.00
							<b>375.00</b>
101-211.000-750.510	Training/POE GREEN/ADAM// ORANGE COUNTY SHERIFF		Travel Adv. Field Training Field Training Officer	34127 34148	02/01/2015 02/01/2015	02/26/2015 02/26/2015	1,012.25 80.00
							<b>1,092.25</b>
						<b>Total Dept. Police Protection:</b>	<b>40,571.31</b>
<b>Dept: 211.300 Graffiti Abatement</b>							
101-211.300-721.200	Other operati IMPERIAL HARDWARE CO.,	387284/2	Primer Spray	34132	02/17/2015	02/26/2015	9.83
							<b>9.83</b>
						<b>Total Dept. Graffiti Abatement:</b>	<b>9.83</b>
<b>Dept: 221.000 Fire Department</b>							
101-221.000-710.300	P E R S PUBLIC EMPLOYEES RETIR		02/03/2015-02/16/2015 PERS	34156	02/25/2015	02/26/2015	14,067.23
							<b>14,067.23</b>
101-221.000-725.200	Electricity IMPERIAL IRRIGATION DISTI		Power Bills 12/30/14-1/27/15	34133	02/01/2015	02/26/2015	1,126.46
							<b>1,126.46</b>
101-221.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 12/20-1/19	34099	02/01/2015	02/26/2015	144.42
							<b>144.42</b>
101-221.000-750.210	Postage UNITED STATES POSTAL SE		City Hall Postage Refill	34177	02/25/2015	02/26/2015	1.82
							<b>1.82</b>
101-221.000-750.500	Training CALIFORNIA JPIA///	5846	Leadership Academy	34108	02/23/2015	02/26/2015	375.00
							<b>375.00</b>
						<b>Total Dept. Fire Department:</b>	<b>15,714.93</b>
<b>Dept: 231.000 Building Inspector</b>							
101-231.000-710.300	P E R S PUBLIC EMPLOYEES RETIR.		02/03/2015-02/16/2015 PERS	34156	02/25/2015	02/26/2015	1,452.33
							<b>1,452.33</b>
101-231.000-720.100	Office suppli OFFICE SUPPLY CO.///	482629-0	Post-Its Notes	34146	02/19/2015	02/26/2015	22.75
							<b>22.75</b>
101-231.000-725.400	Fuel MCNEECE BROS OIL COMP/	824516	Fuel/Building Dept.	34140	02/01/2015	02/26/2015	93.82
							<b>93.82</b>
101-231.000-730.200	Technical sei AMERICA'S FINEST FIRE PR STILLS ELECTRIC///	15M 674962 3903	Service Fire Extinguishers Troubleshoot Lights	34093 34173	02/04/2015 02/02/2015	02/26/2015 02/26/2015	350.49 134.53
							<b>485.02</b>

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101-231.000-740.400	Rent CANON SOLUTIONS AMERIC	4015098353	Copier Maint 1/1-1/31/15 Bldg	34110	02/01/2015	02/26/2015	6.96
							<b>6.96</b>
101-231.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 12/20-1/19	34099	02/01/2015	02/26/2015	93.28
							<b>93.28</b>
101-231.000-750.210	Postage UNITED STATES POSTAL SE		City Hall Postage Refill	34177	02/25/2015	02/26/2015	45.36
							<b>45.36</b>
							<b>Total Dept. Building Inspection: 2,199.52</b>
<b>Dept: 241.000 Animal Control</b>							
101-241.000-710.300	P E R S PUBLIC EMPLOYEES RETIR PUBLIC EMPLOYEES RETIR		02/03/2015-02/16/2015 PERS Correct 12/23/2015-01/05/2015	34156 34156	02/25/2015 02/25/2015	02/26/2015 02/26/2015	251.41 2.28
							<b>253.69</b>
101-241.000-740.200	Cleaning ser ALSCO AMERICAN LINEN DI	LYUM939986	Union Cleaning Services	34091	02/16/2015	02/26/2015	6.56
							<b>6.56</b>
							<b>Total Dept. Animal Control: 260.25</b>
<b>Dept: 311.000 Engineering</b>							
101-311.000-710.300	P E R S PUBLIC EMPLOYEES RETIR		02/03/2015-02/16/2015 PERS	34156	02/25/2015	02/26/2015	2,895.49
							<b>2,895.49</b>
101-311.000-720.800	Janitorial sup PADRE JANITORIAL SUPPLII PADRE JANITORIAL SUPPLII	367371 363904	Janitorial Supplies Janitorial Supplies	34149 34149	02/09/2015 02/01/2014	02/26/2015 02/26/2015	241.30 290.71
							<b>532.01</b>
101-311.000-740.100	Repair & mai AVAYA, INC.///	2733360534	Equipment Maint/Public Works	34102	02/01/2015	02/26/2015	112.81
							<b>112.81</b>
101-311.000-740.200	Cleaning ser ALSCO AMERICAN LINEN DI	LYUM939984	Cleaning Services	34091	02/16/2015	02/26/2015	26.02
							<b>26.02</b>
101-311.000-750.200	Communicat AT&T-CALNET 2/// VERIZON WIRELESS SERVI		Telephone Services 12/20-1/19 Cell Phone Charges/Various	34099 34178	02/01/2015 02/01/2015	02/26/2015 02/26/2015	431.95 44.79
							<b>476.74</b>
101-311.000-750.210	Postage UNITED STATES POSTAL SE		City Hall Postage Refill	34177	02/25/2015	02/26/2015	17.57
							<b>17.57</b>
101-311.000-750.500	Training LEAGUE OF CALIFORNIA CT		2015 Officers Institute & Expo	34139	02/20/2015	02/26/2015	525.00
							<b>525.00</b>
							<b>Total Dept. Engineering: 4,585.64</b>
<b>Dept: 411.000 Community Develo</b>							
101-411.000-710.300	P E R S PUBLIC EMPLOYEES RETIR		02/03/2015-02/16/2015 PERS	34156	02/25/2015	02/26/2015	526.83
							<b>526.83</b>
101-411.000-720.100	Office supplie						



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101-521.000-720.600	Plumbing sup IMPERIAL HARDWARE CO.,	386843/2	Ballcock	34132	02/13/2015	02/26/2015	10.91
							<b>10.91</b>
101-521.000-721.200	Other operat R.J. SAFETY SUPPLY CO., IN WAL-MART STORES, INC. #C	333615-0002 03129	Gloves Facial Tissue	34157 34182	02/10/2015 02/13/2015	02/26/2015 02/26/2015	149.05 28.97
							<b>178.02</b>
101-521.000-725.200	Electricity IMPERIAL IRRIGATION DISTI		Power Bills 12/30/14-1/27/15	34133	02/01/2015	02/26/2015	3,675.25
							<b>3,675.25</b>
101-521.000-725.300	Natural gas SOUTHERN CALIFORNIA GA		187 425 2700 7 1/8-2/9/15	34168	02/11/2015	02/26/2015	19.78
							<b>19.78</b>
101-521.000-730.200	Technical ser JADE SECURITY SYSTEMS,	0104672	Alarm Monitoring/Teen Center	34136	02/10/2015	02/26/2015	71.85
							<b>71.85</b>
101-521.000-740.100	Repair & ma KNORR SYSTEMS, INC.///	SI165574	Overhaul Pool Filter System	34138	02/01/2015	02/26/2015	1,470.74
							<b>1,470.74</b>
101-521.000-740.200	Cleaning ser ARAMARK UNIFORM SERVIC	588-6732213	Cleaning Services	34097	02/01/2014	02/26/2015	42.96
							<b>42.96</b>
101-521.000-750.200	Communicat AT&T/// AT&T-CALNET 2///		Telephone Services/Teen Center Telephone Services 12/20-1/19	34100 34099	02/06/2015 02/01/2015	02/26/2015 02/26/2015	108.57 214.95
							<b>323.52</b>
101-521.000-750.210	Postage UNITED STATES POSTAL SE		City Hall Postage Refill	34177	02/25/2015	02/26/2015	22.08
							<b>22.08</b>
101-521.000-750.600	Contributions SOUTHERN CALIFORNIA ML SOUTHERN CALIFORNIA ML	3226	2015 Membership Dues/P. Dorse 2015 Membership Dues/L. Self	34169 34169	02/18/2015 02/20/2015	02/26/2015 02/26/2015	70.00 70.00
							<b>140.00</b>
<b>otal Dept. Recreation &amp; Lions Center:</b>							<b>6,906.83</b>
<b>Dept: 521.100 Recreation League</b>							
101-521.100-440.430	Recreation le BSN SPORTS///	96690734	Basketball Jerseys	34106	02/05/2015	02/26/2015	22.14
							<b>22.14</b>
101-521.100-730.200	Technical ser AMADOR/ELENA// BAEZA/CALEB// BROWN/TYMIKA// CASTRO/DANIEL// GARCIA JR/JOEY// GARCIA/JOE// GONDER/ASHLEY// GRANBERRY/DAYJANE// MONTALVO/MATHEW// MONTALVO/NATHAN// PEREZ/MARIAM// SANCHEZ/ADAM// SANCHEZ/JAYM///		BB Scorekeeper 2/14, 2/17 BB Referee 2/4, 2/14, 2/18 BB Referee 2/14, 2/17 BB Referee 2/18/15 BB Scorekeeper 2/14/15 BB Gym Supervisor, SetUp & BB Referee 2/14/15 BB Referee, Scorekeeper BB Referee 2/14/15 BB Referee 2/14/15 BB Referee 2/14/15 BB Scorekeeper 2/14/15 BB Scorekeeper 2/14/15 BB Scorekeeper 2/14, 2/17	34092 34103 34105 34112 34121 34122 34124 34126 34141 34142 34150 34164 34165	02/20/2015 02/20/2015 02/20/2015 02/20/2015 02/24/2015 02/20/2015 02/20/2015 02/20/2015 02/20/2015 02/20/2015 02/20/2015 02/20/2015 02/20/2015	02/26/2015 02/26/2015 02/26/2015 02/26/2015 02/26/2015 02/26/2015 02/26/2015 02/26/2015 02/26/2015 02/26/2015 02/26/2015 02/26/2015 02/26/2015	54.00 108.00 144.00 48.00 18.00 70.00 24.00 144.00 24.00 24.00 18.00 18.00 54.00

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	VILLALOBOS/NICOLE//		BB Scorekeeper 2/14/15	34181	02/20/2015	02/26/2015	18.00
	YANCY/LANAY TONI//		BB Referee 2/14/15	34184	02/20/2015	02/26/2015	24.00
							<b>790.00</b>
<b>Total Dept. Recreation Leagues:</b>							<b>812.14</b>
<b>Dept: 522.000 Senior Citizens Ce</b>							
101-522.000-725.200	Electricity						
	IMPERIAL IRRIGATION DISTI		Power Bills 12/30/14-1/27/15	34133	02/01/2015	02/26/2015	278.35
							<b>278.35</b>
101-522.000-725.300	Natural gas						
	SOUTHERN CALIFORNIA GA		193 926 4200 5 1/12-2/11/15	34168	02/13/2015	02/26/2015	48.53
							<b>48.53</b>
101-522.000-730.200	Technical sei						
	PESTMASTER SERVICES///	1365362	Pest Control/Senior Center	34152	02/11/2015	02/26/2015	30.00
							<b>30.00</b>
<b>Total Dept. Senior Citizens Center:</b>							<b>356.88</b>
<b>Dept: 551.000 Library</b>							
101-551.000-710.300	P E R S						
	PUBLIC EMPLOYEES RETIR		02/03/2015-02/16/2015 PERS	34156	02/25/2015	02/26/2015	540.12
	PUBLIC EMPLOYEES RETIR		02/03/2015-02/16/2015 PERS	34156	02/25/2015	02/26/2015	1,526.12
							<b>2,066.24</b>
101-551.000-725.200	Electricity						
	IMPERIAL IRRIGATION DISTI		Power Bills 12/30/14-1/27/15	34133	02/01/2015	02/26/2015	693.30
							<b>693.30</b>
101-551.000-730.200	Technical sei						
	PROTECTION ONE ALARM///		Alarm Monitoring 2/1-2/28/15	34155	02/05/2015	02/26/2015	37.70
							<b>37.70</b>
101-551.000-750.200	Communicat						
	AT&T-CALNET 2///		Telephone Services 12/20-1/19	34099	02/01/2015	02/26/2015	184.95
							<b>184.95</b>
101-551.000-750.210	Postage						
	UNITED STATES POSTAL SE		City Hall Postage Refill	34177	02/25/2015	02/26/2015	2.88
							<b>2.88</b>
<b>Total Dept. Library:</b>							<b>2,985.07</b>
<b>Dept: 551.100 Library Grant - LAM</b>							
101-551.100-750.200	Communicat						
	VERIZON WIRELESS SERVIK	9739861461	Cell Phone Charges/Various	34178	02/01/2015	02/26/2015	31.29
							<b>31.29</b>
<b>Total Dept. Library Grant - LAMBS:</b>							<b>31.29</b>
<b>Total Fund General Fund:</b>							<b>143,213.57</b>
<b>Fund: 211 Gas Tax</b>							
<b>Dept: 312.000 Street Maintenance</b>							
211-312.000-710.300	P E R S						
	PUBLIC EMPLOYEES RETIR		02/03/2015-02/16/2015 PERS	34156	02/25/2015	02/26/2015	1,414.35
							<b>1,414.35</b>
211-312.000-720.700	Construction						
	CAL-GRADE, INC.///	6124	Cold Mix Asphalt	34107	02/01/2015	02/26/2015	6,548.92
	GIBSON & SCHAEFER, INC./	57012	Concrete	34123	02/09/2015	02/26/2015	315.68
							<b>6,864.60</b>

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211-312.000-721.200	Other operat						
	ACME SAFETY & SUPPLY CO	094638-00	Rivets	34088	02/05/2015	02/26/2015	440.64
	ACME SAFETY & SUPPLY CO	094651-00	Chipseal Markers	34088	02/06/2015	02/26/2015	35.10
	ELMS EQUIPMENT///	1068423-0001	Chain Loop	34117	02/12/2015	02/26/2015	193.56
	IMPERIAL HARDWARE CO.,	385964/2	Concrete Adhesive	34132	02/05/2015	02/26/2015	13.17
	IMPERIAL HARDWARE CO.,	386288/2	Paint, Tray Liners	34132	02/09/2015	02/26/2015	101.23
	IMPERIAL HARDWARE CO.,	387306/2	Bits, Screws	34132	02/17/2015	02/26/2015	10.00
	IMPERIAL HARDWARE CO.,	387263/2	Tape Measure, Ell, Coupling	34132	02/17/2015	02/26/2015	11.67
	IMPERIAL HARDWARE CO.,	386660/2	Brush, Mix Containers	34132	02/12/2015	02/26/2015	82.05
	IMPERIAL TRUSS & LUMBER	B3209	Stakes, Boards	34134	02/17/2015	02/26/2015	58.70
							<b>946.12</b>
211-312.000-725.200	Electricity						
	IMPERIAL IRRIGATION DIST		Power Bills 12/30/14-1/27/15	34133	02/01/2015	02/26/2015	342.48
							<b>342.48</b>
211-312.000-730.200	Technical ser						
	STILLS ELECTRIC///	3910	Light Pole Installation	34173	02/09/2015	02/26/2015	3,995.00
							<b>3,995.00</b>
<b>Dept. Street Maintenance &amp; Improve.:</b>							<b>13,562.55</b>
<b>Total Fund Gas Tax:</b>							<b>13,562.55</b>
<b>Fund: 213 SB 821 - Ped. &amp; Bic. Fa</b>							
<b>Dept: 313.000 Bicycle &amp; Pedestri:</b>							
213-313.000-725.200	Electricity						
	IMPERIAL IRRIGATION DIST		Power Bills 12/30/14-1/27/15	34133	02/01/2015	02/26/2015	190.29
							<b>190.29</b>
<b>Total Dept. Bicycle &amp; Pedestrian Fac.:</b>							<b>190.29</b>
<b>SB 821 - Ped. &amp; Bic. Fac.:</b>							<b>190.29</b>
<b>Fund: 241 Bernardo Padilla Land.</b>							
<b>Dept: 511.100 Parks, Landscape i</b>							
241-511.100-725.200	Electricity						
	IMPERIAL IRRIGATION DIST		Power Bills 12/30/14-1/27/15	34133	02/01/2015	02/26/2015	25.66
							<b>25.66</b>
<b>il Dept. Parks, Landscape &amp; Lighting:</b>							<b>25.66</b>
<b>rnardo Padilla Land/Light:</b>							<b>25.66</b>
<b>Fund: 246 CFD 06-1 Malan Park</b>							
<b>Dept: 195.000 Comm Fac Dist</b>							
246-195.000-710.300	P E R S						
	PUBLIC EMPLOYEES RETIR.		02/03/2015-02/16/2015 PERS	34156	02/25/2015	02/26/2015	48.31
							<b>48.31</b>
<b>Total Dept. Comm Fac Dist:</b>							<b>48.31</b>
<b>und CFD 06-1 Malan Park:</b>							<b>48.31</b>
<b>Fund: 501 Water</b>							
<b>Dept: 000.000</b>							
501-000.000-205.200	Water depos						
	CASILLAS/JULIO//		Refund Deposit 630 N Palm Dr	34111	02/19/2015	02/26/2015	66.28
	EXIT IMPERIAL REALTY///		Refund Deposit 869 Jennifer St	34118	02/18/2015	02/26/2015	196.96
	FLORES/WILNELIA//		Refund Deposit 222 S Imperial	34119	02/19/2015	02/26/2015	194.89
	GOYAL/JITENDRA//		Refund Deposit 851 W Legion R	34125	02/20/2015	02/26/2015	199.26
	JAQUES/DELIA//		Refund Deposit 949 K Street	34137	02/18/2015	02/26/2015	153.95

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	PRINCE & ASSOCIATES///		Refund Dep, Ovrpmt 620 S 2nd	34153	02/18/2015	02/26/2015	165.36
	RENTERIA/DIANA//		Refund Deposit 282 W D Street	34162	02/18/2015	02/26/2015	108.80
	STANCORP MORTGAGE///		Refund Deposit 811 Brawley Ave	34170	02/19/2015	02/26/2015	571.54
							<b>1,657.04</b>
<b>Total Dept. 000000:</b>							<b>1,657.04</b>
<b>Dept: 321.000 Water Treatment</b>							
501-321.000-440.710	Water sales VILLAGRANA/ROBERTO//		Refund Ovrpmt 1568 Manzanita	34180	02/25/2015	02/26/2015	40.00
							<b>40.00</b>
501-321.000-710.300	P E R S PUBLIC EMPLOYEES RETIR		02/03/2015-02/16/2015 PERS	34156	02/25/2015	02/26/2015	2,528.06
							<b>2,528.06</b>
501-321.000-720.100	Office suppli OFFICE SUPPLY CO.///	482626-0	Toners, Post-lts, Tape	34146	02/18/2015	02/26/2015	350.43
							<b>350.43</b>
501-321.000-720.600	Plumbing suj RAIN FOR RENT///	037546207	Bubbler	34159	02/01/2015	02/26/2015	32.94
	RAIN FOR RENT///	037546327	Dig Selenoid, Valve	34159	02/05/2015	02/26/2015	42.84
	RAIN FOR RENT///		Credit for Inv #J05152	34159	02/25/2015	02/26/2015	-1.04
	RAIN FOR RENT///		Credit for Inv #J05196	34159	02/25/2015	02/26/2015	-0.66
							<b>74.08</b>
501-321.000-721.200	Other operat REDDY ICE, CORPORATION.	5651416086	Ice	34161	02/12/2015	02/26/2015	122.00
							<b>122.00</b>
501-321.000-721.900	Small tools & RAIN FOR RENT///		Credit for Inv #J05196	34159	02/25/2015	02/26/2015	-54.56
							<b>-54.56</b>
501-321.000-725.100	Water I. I. D.///		Canal Water Mansfield/3056449	34130	02/09/2015	02/26/2015	7,564.00
							<b>7,564.00</b>
501-321.000-740.100	Repair & ma AVAYA, INC.///	2733360534	Equipment Maint/Public Works	34102	02/01/2015	02/26/2015	112.81
							<b>112.81</b>
501-321.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 12/20-1/19	34099	02/01/2015	02/26/2015	237.02
	VERIZON WIRELESS SERVI	9739861461	Cell Phone Charges/Various	34178	02/01/2015	02/26/2015	57.21
							<b>294.23</b>
501-321.000-750.650	Taxes, Fees, STATE WA RESOURCES COI		WTP Grade 4 Exam/F. Rodrigue	34172	02/18/2015	02/26/2015	130.00
							<b>130.00</b>
<b>Total Dept. Water Treatment:</b>							<b>11,161.05</b>
<b>Dept: 322.000 Water Distribution</b>							
501-322.000-710.300	P E R S PUBLIC EMPLOYEES RETIR		02/03/2015-02/16/2015 PERS	34156	02/25/2015	02/26/2015	2,108.05
	PUBLIC EMPLOYEES RETIR		Correct 12/23/2015-01/05/2015	34156	02/25/2015	02/26/2015	-148.23
							<b>1,959.82</b>
501-322.000-720.600	Plumbing suj						

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	HD SUPPLY WATERWORKS,	D507276	Meters	34128	02/01/2015	02/26/2015	641.63
	HD SUPPLY WATERWORKS,	D507289	Registers	34128	02/01/2015	02/26/2015	922.32
	HD SUPPLY WATERWORKS,	D443612	Clamps	34128	02/01/2015	02/26/2015	989.02
	HD SUPPLY WATERWORKS,	D443631	Clamps, Coupling	34128	02/01/2015	02/26/2015	931.38
	HD SUPPLY WATERWORKS,	D537143	Registers	34128	02/09/2015	02/26/2015	922.32
	HD SUPPLY WATERWORKS,	D577403	Hydrants Bolt Kit, Gasket	34128	02/19/2015	02/26/2015	33.54
	HD SUPPLY WATERWORKS,	D577410	Registers	34128	02/19/2015	02/26/2015	922.32
	HD SUPPLY WATERWORKS,	D563850	Fire Hydrant	34128	02/19/2015	02/26/2015	2,066.59
	IMPERIAL HARDWARE CO.,	387272/2	PVC Pipe	34132	02/17/2015	02/26/2015	1.40
							<b>7,430.52</b>
501-322.000-720.700	Construction CAL-GRADE, INC.///	6124	Cold Mix Asphalt	34107	02/01/2015	02/26/2015	6,548.93
							<b>6,548.93</b>
501-322.000-721.200	Other operat DETROIT INDUSTRIAL TOOL IMPERIAL HARDWARE CO., R.J. SAFETY SUPPLY CO., IN R.J. SAFETY SUPPLY CO., IN R.J. SAFETY SUPPLY CO., IN	0000517179 387186/2 332574-0002 333568-0002 333569-0002	Blade Keys Marking Paint Dust Masks, Gloves Ear Plugs	34115 34132 34157 34157 34157	02/01/2015 02/17/2015 02/09/2015 02/09/2015 02/09/2015	02/26/2015 02/26/2015 02/26/2015 02/26/2015 02/26/2015	282.40 4.19 81.65 130.34 56.05
							<b>554.63</b>
501-322.000-721.900	Small tools & NORTHEND AUTOPARTS, IN	519487	Invert, Adapter	34143	02/01/2015	02/26/2015	96.28
							<b>96.28</b>
501-322.000-725.200	Electricity IMPERIAL IRRIGATION DISTI		Power Bills 12/30/14-1/27/15	34133	02/01/2015	02/26/2015	16,423.97
							<b>16,423.97</b>
501-322.000-740.100	Repair & ma AVAYA, INC.///	2733360534	Equipment Maint/Public Works	34102	02/01/2015	02/26/2015	112.81
							<b>112.81</b>
501-322.000-740.400	Rent RAILROAD MGT. CO. LLC/// RAILROAD MGT. CO. LLC///	316663 316664	12" Water Distribution Pipe Ln 12" Water Distribution Pipe Ln	34158 34158	02/01/2015 02/01/2015	02/26/2015 02/26/2015	463.65 463.65
							<b>927.30</b>
501-322.000-750.200	Communicat AT&T-CALNET 2/// VERIZON WIRELESS SERVI		Telephone Services 12/20-1/19 Cell Phone Charges/Various	34099 34178	02/01/2015 02/01/2015	02/26/2015 02/26/2015	67.78 57.21
		9739861461					<b>124.99</b>
							<b>Total Dept. Water Distribution: 34,179.25</b>
							<b>Total Fund Water: 46,997.34</b>
<b>Fund: 511 Wastewater</b>							
<b>Dept: 331.000 Wastewater Collec</b>							
511-331.000-440.730	Sewer servic PRINCE & ASSOCIATES///		Refund Dep, Ovrpmt 620 S 2nd	34153	02/18/2015	02/26/2015	47.21
							<b>47.21</b>
511-331.000-710.300	P E R S PUBLIC EMPLOYEES RETIR		02/03/2015-02/16/2015 PERS	34156	02/25/2015	02/26/2015	589.96
							<b>589.96</b>
511-331.000-721.200	Other operat IMPERIAL HARDWARE CO.,	286844/2	Towels, Nozzles, Paint Pail	34132	02/13/2015	02/26/2015	29.73
							<b>29.73</b>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	IMPERIAL IRRIGATION DISTI		Power Bills 12/30/14-1/27/15	34133	02/01/2015	02/26/2015	814.71
							<b>814.71</b>
511-331.000-740.100	Repair & mai AVAYA, INC.///	2733360534	Equipment Maint/Public Works	34102	02/01/2015	02/26/2015	112.81
							<b>112.81</b>
511-331.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 12/20-1/19	34099	02/01/2015	02/26/2015	38.07
							<b>38.07</b>
			<b>Total Dept. Wastewater Collection:</b>				<b>1,632.49</b>
<b>Dept: 332.000 Wastewater treatm</b>							
511-332.000-710.300	P E R S PUBLIC EMPLOYEES RETIR		02/03/2015-02/16/2015 PERS	34156	02/25/2015	02/26/2015	2,547.60
							<b>2,547.60</b>
511-332.000-725.100	Water I. I. D.///		Canal Water/Oakley 3008245	34130	02/09/2015	02/26/2015	248.00
							<b>248.00</b>
511-332.000-725.200	Electricity IMPERIAL IRRIGATION DISTI		Power Bills 12/30/14-1/27/15	34133	02/01/2015	02/26/2015	27,983.94
							<b>27,983.94</b>
511-332.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 12/20-1/19	34099	02/01/2015	02/26/2015	83.12
							<b>83.12</b>
			<b>Total Dept. Wastewater treatment:</b>				<b>30,862.66</b>
			<b>Total Fund Wastewater:</b>				<b>32,495.15</b>
<b>Fund: 521 Solid Waste</b>							
<b>Dept: 341.000 Solid Waste Collec</b>							
521-341.000-440.740	Solid waste c PRINCE & ASSOCIATES///		Refund Dep. Ovrpmt 620 S 2nd	34153	02/18/2015	02/26/2015	20.59
							<b>20.59</b>
			<b>Total Dept. Solid Waste Collection:</b>				<b>20.59</b>
			<b>Total Fund Solid Waste:</b>				<b>20.59</b>
<b>Fund: 531 Airport</b>							
<b>Dept: 351.000 Airport</b>							
531-351.000-725.200	Electricity IMPERIAL IRRIGATION DISTI		Power Bills 12/30/14-1/27/15	34133	02/01/2015	02/26/2015	778.44
							<b>778.44</b>
			<b>Total Dept. Airport:</b>				<b>778.44</b>
			<b>Total Fund Airport:</b>				<b>778.44</b>
<b>Fund: 601 Maintenance</b>							
<b>Dept: 801.000 Vehicle Maintenan</b>							
601-801.000-710.300	P E R S PUBLIC EMPLOYEES RETIR PUBLIC EMPLOYEES RETIR		02/03/2015-02/16/2015 PERS Correct 12/23/2015-01/05/2015	34156 34156	02/25/2015 02/25/2015	02/26/2015 02/26/2015	930.05 8.80
							<b>938.85</b>
601-801.000-720.300	Chemicals O'REILLY AUTO PARTS///	2648-348223	Brake Cleaner/Shop	34145	02/17/2015	02/26/2015	77.50

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							<b>77.50</b>
601-801.000-720.400	Automotive s						
	DAVID & SONS TRUCK REPA	3180	Ratchet Straps #214 Shop	34113	02/09/2015	02/26/2015	62.62
	IMPERIAL HARDWARE CO.,	386881/2	Light Kits #63 Parks	34132	02/13/2015	02/26/2015	34.26
	NORTHEND AUTOPARTS, IN	522979	Tube Kit #3991 F.D.	34143	02/19/2015	02/26/2015	38.48
	NORTHEND AUTOPARTS, IN	522777	Filters #3964 F.D.	34143	02/17/2015	02/26/2015	60.46
	NORTHEND AUTOPARTS, IN	522781	Filters/Shop	34143	02/17/2015	02/26/2015	36.72
	NORTHEND AUTOPARTS, IN	522756	D-Rings #214 Shop	34143	02/17/2015	02/26/2015	134.95
	NORTHEND AUTOPARTS, IN	522902	Filters #214 Shop	34143	02/18/2015	02/26/2015	9.96
	NORTHEND AUTOPARTS, IN	522929	Shocks #201 Streets	34143	02/18/2015	02/26/2015	133.90
							<b>511.35</b>
601-801.000-721.200	Other operat						
	IMPERIAL HARDWARE CO.,	386879/2	Vinyl Numbers	34132	02/13/2015	02/26/2015	7.12
							<b>7.12</b>
601-801.000-721.900	Small tools &						
	ANSIEL/GARY//	0213154065	Flex Sockets	34096	02/13/2015	02/26/2015	139.59
							<b>139.59</b>
601-801.000-740.100	Repair & ma						
	BRAWLEY AUTO BODY///	14710	Repair Door #47 Parks	34104	02/13/2015	02/26/2015	224.00
	OK RUBBER TIRES///	42765	Tire Repair #20 Streets	34147	02/17/2015	02/26/2015	38.24
							<b>262.24</b>
601-801.000-750.200	Communicat						
	AT&T-CALNET 2///		Telephone Services 12/20-1/19	34099	02/01/2015	02/26/2015	35.83
							<b>35.83</b>
601-801.000-750.500	Training						
	AMERICAN PUBLIC WORKS		PW Manager Program/P. Sanch	34094	02/19/2015	02/26/2015	50.00
							<b>50.00</b>
							<b>otal Dept. Vehicle Maintenance Shop: 2,022.48</b>
<b>Dept: 802.000 Grounds &amp; Facility</b>							
601-802.000-725.200	Electricity						
	IMPERIAL IRRIGATION DISTI		Power Bills 12/30/14-1/27/15	34133	02/01/2015	02/26/2015	71.13
							<b>71.13</b>
							<b>dept. Grounds &amp; Facility Maintenance: 71.13</b>
							<b>Total Fund Maintenance: 2,093.61</b>
<b>Fund: 802 Payroll Clearing</b>							
<b>Dept: 000.000</b>							
802-000.000-200.008	Retirement v						
	PUBLIC EMPLOYEES RETIR		02/03/2015-02/16/2015 PERS	34156	02/25/2015	02/26/2015	23,057.39
	PUBLIC EMPLOYEES RETIR.		Correct 12/23/2015-01/05/2015	34156	02/25/2015	02/26/2015	6.67
							<b>23,064.06</b>
							<b>Total Dept. 000000: 23,064.06</b>
							<b>otal Fund Payroll Clearing: 23,064.06</b>
							<b>Grand Total: 262,489.57</b>

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34185	03/05/2015	Printed	A218	AE CONSULTING, INC.	Seal Airfield Pavement Project	15,872.00
34186	03/05/2015	Printed	A414	AIRWAVE COMMUNICATIONS ENT INC	Antenna Whips	148.71
34187	03/05/2015	Printed	A230	ALARM COMMUNICATION EXPERT	Replace Battery/Alarm System	110.00
34188	03/05/2015	Void	03/05/2015		Void Check	0.00
34189	03/05/2015	Printed	A126	ALSCO AMERICAN LINEN DIV.	Uniform Cleaning Services	428.18
34190	03/05/2015	Printed	A743	ELENA AMADOR	BB Scorekeeper 2/21, 2/24	90.00
34191	03/05/2015	Printed	A134	ARAMARK UNIFORM SERVICES, INC.	Uniforms/Arturo Beltran	549.76
34192	03/05/2015	Printed	A001	YAZMIN ARELLANO	Travel Adv/Officers Institute	739.88
34193	03/05/2015	Printed	A190	AMANDA A ARMSTRONG	Refund Deposit 348 SIMP	39.04
34194	03/05/2015	Printed	A140	ASSOCIATED DESERT NEWSPAPER	Notice of Public Hearing	717.67
34195	03/05/2015	Printed	A138	ATCO INTERNATIONAL	Degreaser	590.00
34196	03/05/2015	Printed	A592	AUTO ZONE, INC. #2804	Oil, Power Steering	18.25
34197	03/05/2015	Printed	A277	AVAYA INC.	Equipment Maint. Fire Dept.	168.66
34198	03/05/2015	Printed	B373	CALEB BAEZA	BB Referee 2/21, 2/25	96.00
34199	03/05/2015	Printed	B731	BORG EQUIPMENT & SUPPLY CO. IN	Air Compressor	1,896.91
34200	03/05/2015	Printed	B622	RUTH BORM	Refund Deposit 622 Russell Rd	122.02
34201	03/05/2015	Printed	B215	BRAWLEY FLORAL	Plant/Donnie Wharton	59.40
34202	03/05/2015	Printed	B578	BRAWLEY MASONIC TEMPLE ASSO	Office Space Rent/Mar. 2015	500.00
34203	03/05/2015	Printed	B960	TYMIKA BROWN	BB Referee 2/21, 2/24	186.00
34204	03/05/2015	Printed	B411	BSN SPORTS	Home Plates, Surface Flatteners	535.73
34205	03/05/2015	Printed	C312	CA PUBLIC EMP. RETIREMENT SYST	Mar 2015 Medical Insurance	82,324.12
34206	03/05/2015	Printed	C056	DANIEL CASTRO	BB Referee 2/23/15	48.00
34207	03/05/2015	Printed	C341	CORTECH ENGINEERING, LLC	Lantern Ring, Packing Rings	460.90
34208	03/05/2015	Printed	C892	L. N. CURTIS & SONS	Grinder Gear Jacket, Pants	1,850.04
34209	03/05/2015	Printed	D144	DANIELS TIRE SERVICE	Repair Tire #91 F.D.	39.02
34210	03/05/2015	Printed	D103	DELTA DENTAL	Dental Insurance March 2014	8,122.44
34211	03/05/2015	Printed	D805	DESERT VETERINARY GROUP	Vet Services	124.00
34212	03/05/2015	Printed	D898	DUFLOCK & ASSOCIATES	Refund Deposit 666 N 11th St	201.34
34213	03/05/2015	Printed	E145	ELMS EQUIPMENT	Chain Sharpening	516.37
34214	03/05/2015	Printed	F105	FEDERAL EXPRESS CORP.	Mailings - City Clerk	96.68
34215	03/05/2015	Printed	F266	FIRE ETC., INC.	Flashlight, Shirt	443.88
34216	03/05/2015	Printed	G601	JOEY GARCIA JR	BB Scorekeeper 1/31/15	36.00
34217	03/05/2015	Printed	G317	JOE GARCIA	BB Gym Supervisor, SetUp & Concrete	70.00
34218	03/05/2015	Printed	G966	GIBSON & SCHAEFER, INC.		449.08
34219	03/05/2015	Printed	G271	NORMA ANGELICA GIL	Refund Deposit 139 Tyler Place	17.92
34220	03/05/2015	Printed	G031	ASHLEY GONDER	BB Scorekeeper 2/21/15	9.00
34221	03/05/2015	Printed	G270	ROBERT GONZALEZ	Refund Deposit 655 NRVA	163.66
34222	03/05/2015	Printed	G862	GP AWARDS & PROMOTIONS	Neck Ribbon Medallions	45.90
34223	03/05/2015	Printed	G216	DAYJANE GRANBERRY	BB Referee 2/21,2/24	186.00
34224	03/05/2015	Printed	H158	HD SUPPLY WATERWORKS, LTD.	Registers	1,660.18
34225	03/05/2015	Printed	H156	THE HOLT GROUP	Volunteer Park Parking Lot	9,525.00
34226	03/05/2015	Printed	H191	HOWARD ANIMAL HOSPITAL	Vet Services	304.00
34227	03/05/2015	Printed	H469	HUNTER EMPLOYMENT SERVICES, IN	Temporary Employment Services	174.00
34228	03/05/2015	Printed	H377	HYDRAULICS & BEARING SUPPLY IN	Shipping/Screws	8.00
34229	03/05/2015	Printed	I140	I. V. HOUSING AUTHORITY	Refund Overpmt 1029 Hatfield	70.51
34230	03/05/2015	Printed	I004	IMPERIAL CO TRANSPORTATION	ICTC Shared Costs 3rd Qtr.	3,095.24
34231	03/05/2015	Void	03/05/2015		Void Check	0.00
34232	03/05/2015	Void	03/05/2015		Void Check	0.00
34233	03/05/2015	Void	03/05/2015		Void Check	0.00
34234	03/05/2015	Printed	I301	IMPERIAL HARDWARE CO., INC.	Screws, Concrete Patch	1,300.88
34235	03/05/2015	Printed	I103	IMPERIAL IRRIGATION DISTRIC	Street Lights 1/9/15-2/6/15	10,217.08
34236	03/05/2015	Printed	I412	IMPERIAL LANDFILL, INC.	Animal Dumping Fees	55.27
34237	03/05/2015	Printed	I009	IMPERIAL REAL ESTATE	Grapefruit Drive Settlement	12,540.00

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34238	03/05/2015	Printed	I608	IMPERIAL TRUSS & LUMBER CO	Expantion Joints	57.14
34239	03/05/2015	Printed	I567	IMPERIAL VALLEY PRESS	Annual Subscription #0183388	133.92
34240	03/05/2015	Printed	K793	KME FIRE APPARATUS	Gauge, Bracket	472.13
34241	03/05/2015	Printed	L487	ALEJANDRO LABASTIDA	Travel Adv/Fire Mechanics	1,284.94
34242	03/05/2015	Printed	L920	LABRUCHERIE IRRIGATION SUPP	Ball Valve, Valve	306.18
34243	03/05/2015	Printed	L659	LIFE-ASSIST, INC	Medical Supplies F.D. #2	147.58
34244	03/05/2015	Printed	L245	LOCKE AIRE SERV	Diagnostic Fee/WTP	100.00
34245	03/05/2015	Printed	L116	ADAM LUCAS	BB Referee 2/23/15	48.00
34246	03/05/2015	Printed	M423	MAD GRAPHIX, INC.	Vehicle Graphics	1,500.00
34247	03/05/2015	Printed	D166	MARK DOWDEN WELDING	Angle, Tubes	40.42
34248	03/05/2015	Printed	M391	OLIVIA D MARTINEZ	Refund Deposit 1095 C Street	157.60
34249	03/05/2015	Printed	M004	MCNEECE BROS OIL COMPANY	Fuel/Parks & Rec.	7,283.00
34250	03/05/2015	Printed	M366	MATHEW MONTALVO	BB Referee 2/21/15	24.00
34251	03/05/2015	Printed	M524	NATHAN MONTALVO	BB Referee 2/21/15	24.00
34252	03/05/2015	Printed	M651	ROBERT MONTOYA	BB Referee 2/25/15	48.00
34253	03/05/2015	Printed	M315	MOSS, LEVY & HARTZHEIM	Accounting Services 2013/14	11,510.00
34254	03/05/2015	Printed	N405	NATIONAL AUTO FLEET GROUP	Passenger Van	32,530.55
34255	03/05/2015	Printed	N668	HELEN NORIEGA	Travel Adv/Renewable Energy	138.50
34256	03/05/2015	Printed	N045	NORTHEND AUTOPARTS, INC.	Compressor, Hose Assembly	521.02
34257	03/05/2015	Printed	0567	JIM O'MALLEY PLUMBING	Coupling	23.71
34258	03/05/2015	Printed	O125	OFFICE SUPPLY CO.	Return Filing Folders	73.49
34259	03/05/2015	Printed	O825	ROXANNA A OLIVOS	BB Referee 2/21/15	24.00
34260	03/05/2015	Printed	O421	ONE SOURCE DISTRIBUTORS, IN	Bulbs	220.86
34261	03/05/2015	Printed	O901	ORANGE COMMERCIAL CREDIT	Microbiology Analysis	21,574.00
34262	03/05/2015	Printed	O760	RAHSAHN OVERTON	Refund Deposit 967 Calle Luna	124.99
34263	03/05/2015	Printed	P223	PAVE-TECH INC.	Airfield Pavement Seal & Strip	25,237.83
34264	03/05/2015	Printed	P966	PIONEER RESEARCH CORPORATIO	Degreaser	612.95
34265	03/05/2015	Printed	P255	PITNEY BOWES PURCHASE POWER	Postage - Police Dept.	38.67
34266	03/05/2015	Printed	P323	PREMIER BUILDING GROUP OF	Refund Deposit 832 W Steven St	125.54
34267	03/05/2015	Printed	P903	PRINCIPAL FINANCIAL GROUP	Life Insurance - March 2015	3,804.40
34268	03/05/2015	Printed	P342	PSOMAS & ASSOCIATES, INC.	ADA Transition Plan Ph. II	5,000.00
34269	03/05/2015	Printed	R651	R.J. SAFETY SUPPLY CO., INC	Boots, Safety Glasses	87.68
34270	03/05/2015	Printed	R163	RDO EQUIPMENT CO.	Wheel, Axle, Screws #89 Parks	102.30
34271	03/05/2015	Printed	R177	RDO WATER	Adapters, Bushings	130.93
34272	03/05/2015	Printed	R464	ROAD ISLAND PETROLEUM, INC	Refund Deposit 1691 Main St	402.58
34273	03/05/2015	Printed	S802	ADAM SANCHEZ	BB Scorekeeper 2/21/15	27.00
34274	03/05/2015	Printed	S379	JAYMI SANCHEZ	BB Scorekeeper 2/21, 2/24	54.00
34275	03/05/2015	Printed	S033	SHI	HP Workstations, Graphic Cards	8,358.05
34276	03/05/2015	Printed	S495	SOUTHERN CALIFORNIA GAS CO.	189 525 2700 2 1/8-2/9/15	3,138.92
34277	03/05/2015	Printed	S803	SOUTHWEST WINDOW CLEANING	Clean Windows/Admin. Bldg	90.00
34278	03/05/2015	Printed	S760	SPECTRUM ADVERTISING	Video Tape Council Mtg 2/17/15	500.00
34279	03/05/2015	Printed	S689	STAPLES ADVANTAGE	Binders	437.63
34280	03/05/2015	Printed	S750	STAPLES, INC	Markers, Wireless Mouse	111.86
34281	03/05/2015	Printed	S849	STILLS ELECTRIC	Repair Streetlights/Willard	751.14
34282	03/05/2015	Printed	S408	SWRCB FEES	Annual Permit Fee 7/1-6/30/15	33,172.00
34283	03/05/2015	Printed	T430	D TAUSSIG & ASSOCIATES, INC.	Luckey Ranch CFD Services	467.95
34284	03/05/2015	Printed	G890	THE RADHE SHYAM GOYAL 2003	Refund Dep, Ovrpmt 900 FLAM	199.29
34285	03/05/2015	Printed	T808	TIME WARNER CABLE	Internet 8448420020055391	139.90
34286	03/05/2015	Printed	U311	URBAN FUTURES INC.	On-Call Services/Jan 2015	337.50
34287	03/05/2015	Printed	V079	VERIZON WIRELESS SERVICES L	IPADs Mobile Broadband	228.06
34288	03/05/2015	Printed	V031	NICOLE VILLALOBOS	BB Scorekeeper 2/21/15	18.00
34289	03/05/2015	Printed	V452	VISION SERVICE PLAN (CA), I	March Vision Insurance	2,042.83
34290	03/05/2015	Printed	W233	WAGE WORKS	Flex One Service Fee/January	50.00

Check Register Report

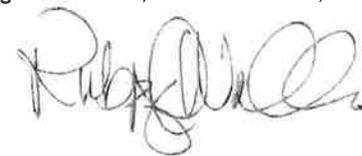
Date: 03/05/2015

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City of Brawley

Check Number	Check Date	Vendor Number	Vendor Name	Check Description	Amount
34291	03/05/2015	Printed W221	WAL-MART STORES, INC. #01-1555	Towels, Rollers, Brush, Tape	184.10
34292	03/05/2015	Printed W250	WESTAIR GASES & EQUIPMENT INC	Oxygen Tank/FD #2	257.80
34293	03/05/2015	Printed W117	ROBERT WILLINGHAM	Refund Deposit 1002 Alamo	195.26
34294	03/05/2015	Printed Y141	LANAY TONI YANCY	BB Referee 2/21/15	24.00
34295	03/05/2015	Printed Z125	ZEP MANUFACTURING CO, INC.	Degreaser, Lubricant/Shop	482.99
111					<b>Checks Total (excluding void checks): 322,201.91</b>



City of Brawley

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
<b>Fund: 101 General Fund</b>							
<b>Dept: 110.000 General Revenues</b>							
101-110.000-410.910	Utility users t						
	I. V. HOUSING AUTHORITY//		Refund Overpmt 1029 Hatfield	34229	02/25/2015	03/05/2015	2.71
	THE RADHE SHYAM GOYAL		Refund Dep. Ovrpmt 900 FLAM	34284	02/23/2015	03/05/2015	1.36
							<b>4.07</b>
<b>Total Dept. General Revenues:</b>							<b>4.07</b>
<b>Dept: 111.000 City Council</b>							
101-111.000-721.200	Other operati						
	BRAWLEY FLORAL///	000084723	Plant/Donnie Wharton	34201	02/01/2015	03/05/2015	59.40
							<b>59.40</b>
101-111.000-730.200	Technical ser						
	SPECTRUM ADVERTISING///	12059	Video Tape Council Mtg 2/17/15	34278	02/19/2015	03/05/2015	500.00
							<b>500.00</b>
101-111.000-750.200	Communicati						
	VERIZON WIRELESS SERVI	9740640700	IPADs Mobile Broadband	34287	02/15/2015	03/05/2015	152.04
							<b>152.04</b>
101-111.000-750.404	Travel - H.N.						
	NORIEGA/HELEN//		Travel Adv/Renewable Energy	34255	02/23/2015	03/05/2015	138.50
							<b>138.50</b>
<b>Total Dept. City Council:</b>							<b>849.94</b>
<b>Dept: 112.000 City Clerk</b>							
101-112.000-720.200	Books and si						
	IMPERIAL VALLEY PRESS///		Annual Subscription #0183388	34239	02/27/2015	03/05/2015	133.92
							<b>133.92</b>
101-112.000-750.210	Postage						
	FEDERAL EXPRESS CORP./i	2-945-88189	Mailings - City Clerk	34214	02/20/2015	03/05/2015	6.14
							<b>6.14</b>
101-112.000-750.300	Advertising &						
	ASSOCIATED DESERT NEW:	10771177	Airport Advisory, Planning	34194	02/01/2015	03/05/2015	263.38
	ASSOCIATED DESERT NEW:	10779592	Ad/Call Paid Firefighters	34194	02/01/2015	03/05/2015	257.28
	ASSOCIATED DESERT NEW:	10780387	Notice of Public Hearing	34194	02/01/2015	03/05/2015	197.01
							<b>717.67</b>
<b>Total Dept. City Clerk:</b>							<b>857.73</b>
<b>Dept: 151.000 Finance</b>							
101-151.000-720.100	Office suppli						
	OFFICE SUPPLY CO.///	C476670-0	Return Filing Folders	34258	02/01/2015	03/05/2015	-35.24
							<b>-35.24</b>
101-151.000-730.100	Professional						
	MOSS, LEVY & HARTZHEIM/.	5738	Accounting Services 2013/14	34253	02/01/2014	03/05/2015	8,990.00
	MOSS, LEVY & HARTZHEIM/.	5818	Accounting Services 2013/14	34253	02/01/2015	03/05/2015	2,520.00
							<b>11,510.00</b>
<b>Total Dept. Finance:</b>							<b>11,474.76</b>
<b>Dept: 153.000 Personnel</b>							
101-153.000-730.200	Technical ser						
	WAGE WORKS///	125A10376427	Flex One Service Fee/January	34290	02/18/2015	03/05/2015	50.00
							<b>50.00</b>
<b>Total Dept. Personnel:</b>							<b>50.00</b>

City of Brawley qqqq

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
101-171.000-730.200	Technical ser						
	HUNTER EMPLOYMENT SER	50327	Temporary Employment Service	34227	02/23/2015	03/05/2015	174.00
	TAUSSIG & ASSOCIATES, IN	1501091	Lucky Ranch CFD Services	34283	02/01/2015	03/05/2015	467.95
							<b>641.95</b>
<b>Total Dept. Planning:</b>							<b>641.95</b>
<b>Dept: 181.000 Information technnc</b>							
101-181.000-750.200	Communicat						
	VERIZON WIRELESS SERVI	9740640700	IPADs Mobile Broadband	34287	02/15/2015	03/05/2015	38.01
							<b>38.01</b>
<b>Total Dept. Information technology:</b>							<b>38.01</b>
<b>Dept: 191.000 Non-departmental</b>							
101-191.000-720.100	Office suppli						
	OFFICE SUPPLY CO.///	482768-0	Copy Paper	34258	02/24/2015	03/05/2015	64.78
							<b>64.78</b>
101-191.000-725.400	Fuel						
	MCNEECE BROS OIL COMP/	824515	Fuel/Parks & Rec.	34249	02/01/2015	03/05/2015	16.83
							<b>16.83</b>
101-191.000-740.200	Cleaning ser						
	ALSCO AMERICAN LINEN DI	LYUM941760	Cleaning Services	34189	02/20/2015	03/05/2015	12.70
	SOUTHWEST WINDOW CLE	1461	Clean Windows/Admin. Bldg	34277	02/26/2015	03/05/2015	90.00
							<b>102.70</b>
101-191.000-750.603	Settlement						
	IMPERIAL REAL ESTATE		Grapefruit Drive Settlement	34237	02/24/2015	03/05/2015	12,540.00
							<b>12,540.00</b>
<b>Total Dept. Non-departmental:</b>							<b>12,724.31</b>
<b>Dept: 211.000 Police Protection</b>							
101-211.000-720.100	Office suppli						
	STAPLES ADVANTAGE///	3256841510	Stapler, Trash Can, Organizer	34279	02/07/2015	03/05/2015	54.84
							<b>54.84</b>
101-211.000-721.200	Other operati						
	AIRWAVE COMMUNICATION	428363	Antenna Whips	34186	02/18/2015	03/05/2015	49.57
	AIRWAVE COMMUNICATION	428349	Antenna Whips	34186	02/12/2015	03/05/2015	99.14
							<b>148.71</b>
101-211.000-725.400	Fuel						
	MCNEECE BROS OIL COMP/	824515	Fuel/Parks & Rec.	34249	02/01/2015	03/05/2015	16.83
							<b>16.83</b>
101-211.000-730.200	Technical ser						
	MAD GRAPHIX, INC.///	4694	Vehicle Graphics	34246	02/18/2015	03/05/2015	750.00
	MAD GRAPHIX, INC.///	4669	Vehicle Graphics	34246	02/01/2015	03/05/2015	750.00
							<b>1,500.00</b>
101-211.000-740.200	Cleaning ser						
	ALSCO AMERICAN LINEN DI	LYUM941758	Cleaning Services	34189	02/20/2015	03/05/2015	131.94
							<b>131.94</b>
101-211.000-750.200	Communicat						
	VERIZON WIRELESS SERVI	9740640700	IPADs Mobile Broadband	34287	02/15/2015	03/05/2015	38.01
							<b>38.01</b>
101-211.000-750.210	Postage						
	FEDERAL EXPRESS CORP./	2-938-43137	Mailings - Police Dept	34214	02/13/2015	03/05/2015	90.54
	PITNEY BOWES PURCHASE		Postage - Police Dept.	34265	02/17/2015	03/05/2015	38.67

City of Brawley

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							<b>129.21</b>
<b>Total Dept. Police Protection:</b>							<b>2,019.54</b>
<b>Dept: 211.300 Graffiti Abatement</b>							
101-211.300-721.200	Other operat						
	IMPERIAL HARDWARE CO.,	388085/2	Tape, Cable Ties	34234	02/24/2015	03/05/2015	16.17
	WAL-MART STORES, INC. #C	06827	Paint, Spray Paint	34291	02/25/2015	03/05/2015	91.25
	WAL-MART STORES, INC. #C	08689	Towels, Rollers, Brush, Tape	34291	02/20/2015	03/05/2015	27.36
							<b>134.78</b>
<b>Total Dept. Graffiti Abatement:</b>							<b>134.78</b>
<b>Dept: 221.000 Fire Department</b>							
101-221.000-720.100	Office suppli						
	OFFICE SUPPLY CO.///	478861-0	Toner	34258	02/01/2015	03/05/2015	43.95
							<b>43.95</b>
101-221.000-720.400	Automotive s						
	AUTO ZONE, INC. #2804///	2804348691	Oil, Power Steering	34196	02/12/2015	03/05/2015	30.68
	KME FIRE APPARATUS///	ca 530392	Gauge, Bracket	34240	02/01/2015	03/05/2015	472.13
							<b>502.81</b>
101-221.000-721.100	Uniforms						
	CURTIS & SONS/L, N.//	6047635-00	Grinder Gear Jacket, Pants	34208	02/19/2015	03/05/2015	1,850.04
	FIRE ETC., INC.///	71036	Safety Boots	34215	02/04/2015	03/05/2015	232.20
	FIRE ETC., INC.///	70613	Flashlight, Shirt	34215	02/10/2015	03/05/2015	149.04
							<b>2,231.28</b>
101-221.000-721.200	Other operat						
	FIRE ETC., INC.///	70613	Flashlight, Shirt	34215	02/10/2015	03/05/2015	62.64
	IMPERIAL HARDWARE CO.,	387108/2	Hex Nuts	34234	02/16/2015	03/05/2015	1.29
	IMPERIAL HARDWARE CO.,	388305/2	Wire, Connector	34234	02/25/2015	03/05/2015	44.53
	IMPERIAL HARDWARE CO.,	388352/2	Seal	34234	02/25/2015	03/05/2015	0.91
	IMPERIAL HARDWARE CO.,	387690/2	Propane	34234	02/20/2015	03/05/2015	16.49
	IMPERIAL HARDWARE CO.,	387573/2	Ferrules, Stops	34234	02/19/2015	03/05/2015	2.02
	IMPERIAL HARDWARE CO.,	388343/2	Connector, Washer, Ell	34234	02/25/2015	03/05/2015	20.65
	IMPERIAL HARDWARE CO.,	388350/2	Return Connectors, Seal	34234	02/25/2015	03/05/2015	-5.35
	LIFE-ASSIST, INC	702942	Medical Supplies F.D. #1	34243	02/18/2015	03/05/2015	16.88
							<b>160.06</b>
101-221.000-721.900	Small tools &						
	BORG EQUIPMENT & SUPPL	002030950-00	Air Compressor	34199	02/20/2015	03/05/2015	1,896.91
							<b>1,896.91</b>
101-221.000-725.300	Natural gas						
	SOUTHERN CALIFORNIA GA	015 325 6300 2	1/12-2/11/15	34276	02/13/2015	03/05/2015	20.00
							<b>20.00</b>
101-221.000-740.100	Repair & ma						
	AVAYA INC.///	2733379524	Equipment Maint. Fire Dept.	34197	02/16/2015	03/05/2015	168.66
	DANIELS TIRE SERVICE///	226027816	Repair Tire #91 F.D.	34209	02/12/2015	03/05/2015	39.02
							<b>207.68</b>
101-221.000-740.200	Cleaning ser						
	ALSCO AMERICAN LINEN DI'	LYUM941762	Cleaning Services	34189	02/20/2015	03/05/2015	27.50
	ALSCO AMERICAN LINEN DI'	LYUM942181	Cleaning Services	34189	02/23/2015	03/05/2015	25.00
							<b>52.50</b>
101-221.000-740.400	Rent						
	WESTAIR GASES & EQUIPM	80017955	Oxygen, Acetylene Tanks/FD #1	34292	02/01/2015	03/05/2015	133.20
							<b>133.20</b>
<b>Total Dept. Fire Department:</b>							<b>5,248.39</b>

INVOICE APPROVAL LIST BY FUND REPORT

Date: 03/05/2015  
 Time: 3:50 pm  
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City of Brawley

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
<b>Dept: 221.100 Fire Station #2</b>							
101-221.100-721.200	Other operat IMPERIAL HARDWARE CO., LIFE-ASSIST, INC	386647/2 701858	Battery Medical Supplies F.D. #2	34234 34243	02/11/2015 02/06/2015	03/05/2015 03/05/2015	4.09 130.70
							<b>134.79</b>
101-221.100-725.300	Natural gas SOUTHERN CALIFORNIA GA		088 557 5439 9 1/6-2/5/15	34276	02/09/2015	03/05/2015	69.59
							<b>69.59</b>
101-221.100-740.400	Rent WESTAIR GASES & EQUIPM	80017956	Oxygen Tank/FD #2	34292	02/01/2015	03/05/2015	86.40
							<b>86.40</b>
<b>Total Dept. Fire Station #2:</b>							<b>290.78</b>
<b>Dept: 241.000 Animal Control</b>							
101-241.000-721.200	Other operat IMPERIAL HARDWARE CO.,	388546/2	Soap, Trash Bags	34234	02/27/2015	03/05/2015	71.11
							<b>71.11</b>
101-241.000-725.400	Fuel MCNEECE BROS OIL COMP/	824518	Fuel/Public Works	34249	02/01/2015	03/05/2015	223.25
							<b>223.25</b>
101-241.000-730.200	Technical ser DESERT VETERINARY GROI HOWARD ANIMAL HOSPITAL HOWARD ANIMAL HOSPITAL IMPERIAL LANDFILL, INC.///	118067 222278 222324 0000013537	Vet Services Vet Services Vet Services Animal Dumping Fees	34211 34226 34226 34236	02/13/2015 02/20/2015 02/24/2015 02/15/2015	03/05/2015 03/05/2015 03/05/2015 03/05/2015	124.00 153.50 150.50 55.27
							<b>483.27</b>
101-241.000-740.200	Cleaning ser ALSCO AMERICAN LINEN DI ALSCO AMERICAN LINEN DI	LYUM937888 LYUM942163	Cleaning Services Uniform Cleaning Services	34189 34189	02/09/2015 02/23/2015	03/05/2015 03/05/2015	6.56 6.56
							<b>13.12</b>
<b>Total Dept. Animal Control:</b>							<b>790.75</b>
<b>Dept: 311.000 Engineering</b>							
101-311.000-720.100	Office supplie STAPLES, INC///	1265167171	Markers, Wireless Mouse	34280	02/14/2015	03/05/2015	111.86
							<b>111.86</b>
101-311.000-721.900	Small tools & SHI/// SHI/// SHI///	B02711575 B03049693 B02719826	HP Workstations, Graphic Cards HP Workstations, Graphic Cards HP Workstations, Graphic Cards	34275 34275 34275	02/01/2015 02/11/2015 02/01/2015	03/05/2015 03/05/2015 03/05/2015	7,233.01 808.88 316.16
							<b>8,358.05</b>
101-311.000-725.400	Fuel MCNEECE BROS OIL COMP/	824518	Fuel/Public Works	34249	02/01/2015	03/05/2015	90.01
							<b>90.01</b>
101-311.000-730.100	Professional PSOMAS & ASSOCIATES, IN	103578	ADA Transition Plan Ph. II	34268	02/05/2015	03/05/2015	5,000.00
							<b>5,000.00</b>
101-311.000-730.200	Technical ser ALARM COMMUNICATION E/ ALARM COMMUNICATION E/	07876 07875	Reset Alarm System Replace Battery/Alarm System	34187 34187	02/19/2015 02/19/2015	03/05/2015 03/05/2015	45.00 65.00
							<b>110.00</b>
101-311.000-740.200	Cleaning ser						

City of Brawley qqqq

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	ALSCO AMERICAN LINEN DI	LYUM942161	Cleaning Services	34189	02/23/2015	03/05/2015	26.02
							<b>26.02</b>
101-311.000-750.200	Communicat TIME WARNER CABLE///		Internet 8448420020055391	34285	02/22/2015	03/05/2015	139.90
							<b>139.90</b>
101-311.000-750.400	Travel ARELLANO/YAZMIN//		Travel Adv/Officers Institute	34192	02/26/2015	03/05/2015	739.88
							<b>739.88</b>
<b>Total Dept. Engineering:</b>							<b>14,575.72</b>
<b>Dept: 511.000 Parks</b>							
101-511.000-720.600	Plumbing sup						
	IMPERIAL HARDWARE CO.,	387722/2	PVC Nipple	34234	02/20/2015	03/05/2015	1.81
	IMPERIAL HARDWARE CO.,	288096/2	Connector Wire, Valve Box	34234	02/24/2015	03/05/2015	24.52
	LABRUCHERIE IRRIGATION	98826c	Ball Valve, Valve	34242	02/23/2015	03/05/2015	306.18
	O'MALLEY PLUMBING/JIM//	88749	Coupling	34257	02/23/2015	03/05/2015	23.71
	RDO WATER	J05530	Sprinkler	34271	02/01/2015	03/05/2015	17.55
	RDO WATER	J06070	Sprinklers	34271	02/18/2015	03/05/2015	35.10
	RDO WATER	J06111	Sprinklers	34271	02/20/2015	03/05/2015	29.92
	RDO WATER	J06133	Adapters, Bushings, Tape	34271	02/23/2015	03/05/2015	31.00
	RDO WATER	J06150	Return Adapters	34271	02/24/2015	03/05/2015	-9.14
	RDO WATER	J06151	Adapters, Bushings	34271	02/24/2015	03/05/2015	26.50
							<b>487.15</b>
101-511.000-721.100	Uniforms ARAMARK UNIFORM SERVIC	16100503	Uniforms/Arturo Beltran	34191	02/01/2015	03/05/2015	228.77
							<b>228.77</b>
101-511.000-721.200	Other operati						
	IMPERIAL HARDWARE CO.,	388250/2	Lag Shields	34234	02/25/2015	03/05/2015	7.44
	IMPERIAL HARDWARE CO.,	387727/2	Padlock	34234	02/20/2015	03/05/2015	15.30
	IMPERIAL HARDWARE CO.,	387478/2	Sand	34234	02/19/2015	03/05/2015	28.03
	IMPERIAL HARDWARE CO.,	387585/2	Paint	34234	02/19/2015	03/05/2015	32.25
	IMPERIAL HARDWARE CO.,	387490/2	Sand	34234	02/19/2015	03/05/2015	84.08
	IMPERIAL HARDWARE CO.,	387723/2	Return Sand	34234	02/20/2015	03/05/2015	-30.83
	IMPERIAL HARDWARE CO.,	387198/2	Marking Spray	34234	02/17/2015	03/05/2015	11.32
	NORTHEND AUTOPARTS, IN	523159	Chain	34256	02/20/2015	03/05/2015	10.34
							<b>157.93</b>
101-511.000-721.900	Small tools & IMPERIAL HARDWARE CO.,	387351/2	Drum Auger	34234	02/18/2015	03/05/2015	23.04
							<b>23.04</b>
101-511.000-725.400	Fuel						
	MCNEECE BROS OIL COMP/	824515	Fuel/Parks & Rec.	34249	02/01/2015	03/05/2015	33.65
	MCNEECE BROS OIL COMP/	824515	Fuel/Parks & Rec.	34249	02/01/2015	03/05/2015	645.15
							<b>678.80</b>
101-511.000-740.100	Repair & mai						
	ELMS EQUIPMENT///	1068371-0001	Chain Sharpening	34213	02/09/2015	03/05/2015	20.00
	ELMS EQUIPMENT///	1068373-0001	Chain Sharpening	34213	02/09/2015	03/05/2015	10.00
							<b>30.00</b>
<b>Total Dept. Parks:</b>							<b>1,605.69</b>
<b>Dept: 521.000 Recreation &amp; Lions</b>							
101-521.000-720.100	Office suppli						
	STAPLES ADVANTAGE///	3256841511	Planner	34279	02/07/2015	03/05/2015	28.07
	STAPLES ADVANTAGE///	3256841512	Binders	34279	02/07/2015	03/05/2015	31.27
							<b>59.34</b>

City of Brawley qqqq

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
101-521.000-720.800	Janitorial sup IMPERIAL HARDWARE CO.,	387428/2	Soap, Trash Bags, Trap	34234	02/18/2015	03/05/2015	179.10
							<b>179.10</b>
101-521.000-721.110	Food and grc WAL-MART STORES, INC. #C	06899	Shelf Liners, Creamer	34291	02/25/2015	03/05/2015	2.50
							<b>2.50</b>
101-521.000-721.200	Other operat GP AWARDS & PROMOTION	20888	Neck Ribbon Medallions	34222	02/20/2015	03/05/2015	45.90
	IMPERIAL HARDWARE CO.,	388322/2	Keys, Soap Spray, Pledge	34234	02/25/2015	03/05/2015	48.05
	IMPERIAL HARDWARE CO.,	387651/2	Floor Fan, Plier, Clamp, Key	34234	02/20/2015	03/05/2015	20.48
	IMPERIAL HARDWARE CO.,	388140/2	Cable Ties, Plywood, Bungee	34234	02/24/2015	03/05/2015	63.99
	ONE SOURCE DISTRIBUTOF	S4608516.001	Bulbs	34260	02/06/2015	03/05/2015	220.86
	WAL-MART STORES, INC. #C	06899	Shelf Liners, Creamer	34291	02/25/2015	03/05/2015	62.99
							<b>462.27</b>
101-521.000-721.900	Small tools & IMPERIAL HARDWARE CO.,	387651/2	Floor Fan, Plier, Clamp, Key	34234	02/20/2015	03/05/2015	68.34
	STAPLES ADVANTAGE///	3256841509	Filing Cabinet	34279	02/07/2015	03/05/2015	323.45
							<b>391.79</b>
101-521.000-725.300	Natural gas SOUTHERN CALIFORNIA GA	189 525 2700 2 1/8-2/9/15		34276	02/11/2015	03/05/2015	3,014.40
							<b>3,014.40</b>
101-521.000-740.200	Cleaning ser ARAMARK UNIFORM SERVIK	588-7092484	Cleaning Services	34191	02/19/2015	03/05/2015	44.70
							<b>44.70</b>
<b>Total Dept. Recreation &amp; Lions Center:</b>							<b>4,154.10</b>
<b>Dept: 521.100 Recreation League</b>							
101-521.100-721.200	Other operat BSN SPORTS///	96708097	Home Plates, Surface Flattener	34204	02/13/2015	03/05/2015	535.73
							<b>535.73</b>
101-521.100-730.200	Technical ser AMADOR/ELENA//		BB Scorekeeper 2/21, 2/24	34190	02/27/2015	03/05/2015	90.00
	BAEZA/CALEB//		BB Referee 2/21, 2/25	34198	02/27/2015	03/05/2015	96.00
	BROWN/TYMIKA//		BB Referee 2/21, 2/24	34203	02/27/2015	03/05/2015	186.00
	CASTRO/DANIEL//		BB Referee 2/23/15	34206	02/27/2015	03/05/2015	48.00
	GARCIA JR/JOEY//		BB Scorekeeper 2/21/15	34216	02/27/2015	03/05/2015	18.00
	GARCIA JR/JOEY//		BB Scorekeeper 1/31/15	34216	02/27/2015	03/05/2015	18.00
	GARCIA/JOE//		BB Gym Supervisor, SetUp &	34217	02/27/2015	03/05/2015	70.00
	GONDER/ASHLEY//		BB Scorekeeper 2/21/15	34220	02/27/2015	03/05/2015	9.00
	GRANBERRY/DAYJANE//		BB Referee 2/21,2/24	34223	02/27/2015	03/05/2015	186.00
	LUCAS/ADAM//		BB Referee 2/23/15	34245	02/27/2015	03/05/2015	48.00
	MONTALVO/MATHEW//		BB Referee 2/21/15	34250	02/27/2015	03/05/2015	24.00
	MONTALVO/NATHAN//		BB Referee 2/21/15	34251	02/27/2015	03/05/2015	24.00
	MONTOYA/ROBERT//		BB Referee 2/25/15	34252	02/27/2015	03/05/2015	48.00
	OLIVOS/ROXANNA A//		BB Referee 2/21/15	34259	02/27/2015	03/05/2015	24.00
	SANCHEZ/ADAM//		BB Scorekeeper 2/21/15	34273	02/27/2015	03/05/2015	27.00
	SANCHEZ/JAYMI//		BB Scorekeeper 2/21, 2/24	34274	02/27/2015	03/05/2015	54.00
	VILLALOBOS/NICOLE//		BB Scorekeeper 2/21/15	34288	02/27/2015	03/05/2015	18.00
	YANCY/LANAY TONI//		BB Referee 2/21/15	34294	02/27/2015	03/05/2015	24.00
							<b>1,012.00</b>
<b>Total Dept. Recreation Leagues:</b>							<b>1,547.73</b>
<b>Dept: 522.000 Senior Citizens Ce</b>							
101-522.000-720.800	Janitorial sup IMPERIAL HARDWARE CO.,	396454/2	Air Freshener, Filter	34234	02/10/2015	03/05/2015	85.76

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							<u>85.76</u>
<b>Total Dept. Senior Citizens Center:</b>							<b>85.76</b>
<b>Dept: 551.000 Library</b>							
101-551.000-740.400	Rent BRAWLEY MASONIC TEMPL		Office Space Rent/Mar. 2015	34202	03/03/2015	03/05/2015	500.00
							<u>500.00</u>
<b>Total Dept. Library:</b>							<b>500.00</b>
<b>Total Fund General Fund:</b>							<b>57,594.01</b>
<b>Fund: 211 Gas Tax</b>							
<b>Dept: 312.000 Street Maintenance</b>							
211-312.000-720.700	Construction GIBSON & SCHAEFER, INC./	57168	Concrete	34218	02/18/2015	03/05/2015	449.08
							<u>449.08</u>
211-312.000-721.200	Other operati IMPERIAL HARDWARE CO., IMPERIAL TRUSS & LUMBEF	387642/2	Screws, Concrete Patch B3337 Expantion Joints	34234 34238	02/20/2015 02/25/2015	03/05/2015 03/05/2015	23.30 57.14
							<u>80.44</u>
211-312.000-721.900	Small tools & ELMS EQUIPMENT///	1068409-0001	Hedge Trimmer	34213	02/11/2015	03/05/2015	486.37
							<u>486.37</u>
211-312.000-725.200	Electricity IMPERIAL IRRIGATION DISTI		Street Lights 1/9/15-2/6/15	34235	02/09/2015	03/05/2015	9,261.09
							<u>9,261.09</u>
211-312.000-725.400	Fuel MCNEECE BROS OIL COMP/	824515	Fuel/Parks & Rec.	34249	02/01/2015	03/05/2015	44.34
							<u>44.34</u>
211-312.000-730.200	Technical ser IMPERIAL CO TRANSPORTA	15-19	ICTC Shared Costs 3rd Qtr.	34230	02/01/2015	03/05/2015	3,095.24
							<u>3,095.24</u>
<b>Dept. Street Maintenance &amp; Improve.:</b>							<b>13,416.56</b>
<b>Total Fund Gas Tax:</b>							<b>13,416.56</b>
<b>Fund: 241 Bernardo Padilla Land.</b>							
<b>Dept: 511.100 Parks, Landscape i</b>							
241-511.100-725.200	Electricity IMPERIAL IRRIGATION DISTI		Street Lights 1/9/15-2/6/15	34235	02/09/2015	03/05/2015	138.37
							<u>138.37</u>
<b>il Dept. Parks, Landscape &amp; Lighting:</b>							<b>138.37</b>
<b>rnardo Padilla Land/Light:</b>							<b>138.37</b>
<b>Fund: 243 CFD 05-1 Victoria Park</b>							
<b>Dept: 195.000 Comm Fac Dist</b>							
243-195.000-725.200	Electricity IMPERIAL IRRIGATION DISTI		Street Lights 1/9/15-2/6/15	34235	02/09/2015	03/05/2015	122.64
							<u>122.64</u>
<b>Total Dept. Comm Fac Dist:</b>							<b>122.64</b>

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<b>nd CFD 05-1 Victoria Park:</b>							<b>122.64</b>
<b>Fund: 244 CFD 05-4 Latigo Ranch</b>							
<b>Dept: 195.000 Comm Fac Dist</b>							
244-195.000-725.200	Electricity		Street Lights 1/9/15-2/6/15	34235	02/09/2015	03/05/2015	130.82
	IMPERIAL IRRIGATION DISTI						<u>130.82</u>
<b>Total Dept. Comm Fac Dist:</b>							<b>130.82</b>
<b>nd CFD 05-4 Latigo Ranch:</b>							<b>130.82</b>
<b>Fund: 245 CFD 05-3 La Paloma</b>							
<b>Dept: 195.000 Comm Fac Dist</b>							
245-195.000-725.200	Electricity		Street Lights 1/9/15-2/6/15	34235	02/09/2015	03/05/2015	318.87
	IMPERIAL IRRIGATION DISTI						<u>318.87</u>
<b>Total Dept. Comm Fac Dist:</b>							<b>318.87</b>
<b>Fund CFD 05-3 La Paloma:</b>							<b>318.87</b>
<b>Fund: 246 CFD 06-1 Malan Park</b>							
<b>Dept: 195.000 Comm Fac Dist</b>							
246-195.000-725.200	Electricity		Street Lights 1/9/15-2/6/15	34235	02/09/2015	03/05/2015	106.29
	IMPERIAL IRRIGATION DISTI						<u>106.29</u>
<b>Total Dept. Comm Fac Dist:</b>							<b>106.29</b>
<b>und CFD 06-1 Malan Park:</b>							<b>106.29</b>
<b>Fund: 247 CFD 07-1 Luckey Ranch</b>							
<b>Dept: 195.000 Comm Fac Dist</b>							
247-195.000-725.200	Electricity		Street Lights 1/9/15-2/6/15	34235	02/09/2015	03/05/2015	130.82
	IMPERIAL IRRIGATION DISTI						<u>130.82</u>
<b>Total Dept. Comm Fac Dist:</b>							<b>130.82</b>
<b>d CFD 07-1 Luckey Ranch:</b>							<b>130.82</b>
<b>Fund: 248 CFD 07-2 Springhouse</b>							
<b>Dept: 195.000 Comm Fac Dist</b>							
248-195.000-725.200	Electricity		Street Lights 1/9/15-2/6/15	34235	02/09/2015	03/05/2015	8.18
	IMPERIAL IRRIGATION DISTI						<u>8.18</u>
<b>Total Dept. Comm Fac Dist:</b>							<b>8.18</b>
<b>nd CFD 07-2 Springhouse:</b>							<b>8.18</b>
<b>Fund: 401 Successor Agency to t</b>							
<b>Dept: 611.000 CRA Project Area N</b>							
401-611.000-730.200	Technical ser		0215-009 On-Call Services/Jan 2015	34286	02/10/2015	03/05/2015	337.50
	URBAN FUTURES INC.///						<u>337.50</u>
<b>Total Dept. CRA Project Area No. 1:</b>							<b>337.50</b>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
<b>ssor Agency to the BCRA:</b>							<b>337.50</b>
<b>Fund: 451 Developer Impact Capi</b>							
<b>Dept: 211.400 Police facilities</b>							
451-211.400-800.500	Vehicles						
	NATIONAL AUTO FLEET GRC	34125428	Passenger Van	34254	02/17/2015	03/05/2015	32,530.55
							<b>32,530.55</b>
<b>Total Dept. Police facilities:</b>							<b>32,530.55</b>
<b>Developer Impact Capital:</b>							<b>32,530.55</b>
<b>Fund: 501 Water</b>							
<b>Dept: 000.000</b>							
501-000.000-205.200	Water depos						
	ARMSTRONG/AMANDA A//		Refund Deposit 348 SIMP	34193	02/25/2015	03/05/2015	39.04
	BORM/RUTH//		Refund Deposit 622 Russell Rd	34200	02/23/2015	03/05/2015	122.02
	DUFLOCK & ASSOCIATES///		Refund Deposit 666 N 11th St	34212	02/26/2015	03/05/2015	201.34
	GIL/NORMA ANGELICA//		Refund Deposit 139 Tyler Place	34219	02/25/2015	03/05/2015	17.92
	GONZALEZ/ROBERT//		Refund Deposit 655 NRVA	34221	02/25/2015	03/05/2015	163.66
	MARTINEZ/OLIVIA D//		Refund Deposit 1095 C Street	34248	02/23/2015	03/05/2015	157.60
	OVERTON/RAHSAHN//		Refund Deposit 967 Calle Luna	34262	02/25/2015	03/05/2015	124.99
	PREMIER BUILDING GROUP		Refund Deposit 832 W Steven S	34266	02/23/2015	03/05/2015	125.54
	ROAD ISLAND PETROLEUM,		Refund Deposit 1691 Main St	34272	02/26/2015	03/05/2015	402.58
	THE RADHE SHYAM GOYAL		Refund Dep. Ovrpmt 900 FLAM	34284	02/23/2015	03/05/2015	164.02
	WILLINGHAM/ROBERT//		Refund Deposit 1002 Alamo	34293	02/27/2015	03/05/2015	195.26
							<b>1,713.97</b>
<b>Total Dept. 000000:</b>							<b>1,713.97</b>
<b>Dept: 321.000 Water Treatment</b>							
501-321.000-721.200	Other operat						
	HYDRAULICS & BEARING SL	40109	Shipping/Screws	34228	02/17/2015	03/05/2015	8.00
	IMPERIAL HARDWARE CO.,	385998/2	Markers, Rubber Hose, Anchor	34234	02/05/2015	03/05/2015	54.08
	IMPERIAL HARDWARE CO.,	386281/2	Roller Covers, Tray Liners	34234	02/09/2015	03/05/2015	37.54
	IMPERIAL HARDWARE CO.,	386654/2	Clamps, Brush, Containers	34234	02/12/2015	03/05/2015	73.18
	IMPERIAL HARDWARE CO.,	387249/2	Degreaser, Sprinkler	34234	02/17/2015	03/05/2015	28.37
	IMPERIAL HARDWARE CO.,	387595/2	Pipe Clamp, Dish Soap	34234	02/19/2015	03/05/2015	60.23
	IMPERIAL HARDWARE CO.,	680921/5	Pipe Clamps, Wedge Anchor	34234	02/23/2015	03/05/2015	46.89
	IMPERIAL HARDWARE CO.,	388016/2	Wedge Anchors	34234	02/23/2015	03/05/2015	24.39
	IMPERIAL HARDWARE CO.,	388094/2	Markers, Wedge Anchors	34234	02/24/2015	03/05/2015	17.78
	IMPERIAL HARDWARE CO.,	388217/2	Key	34234	02/25/2015	03/05/2015	2.10
	IMPERIAL HARDWARE CO.,	388236/2	Air Filters	34234	02/25/2015	03/05/2015	14.36
	IMPERIAL HARDWARE CO.,	388263/2	Keys	34234	02/25/2015	03/05/2015	4.19
	IMPERIAL HARDWARE CO.,	388390/2	Spray Paint	34234	02/26/2015	03/05/2015	11.72
							<b>382.83</b>
501-321.000-725.400	Fuel						
	MCNEECE BROS OIL COMP/	824518	Fuel/Public Works	34249	02/01/2015	03/05/2015	186.10
	MCNEECE BROS OIL COMP/	824515	Fuel/Parks & Rec.	34249	02/01/2015	03/05/2015	63.35
							<b>249.45</b>
501-321.000-730.200	Technical sei						
	ORANGE COMMERCIAL CRE	7328	Microbiology Analysis	34261	02/16/2015	03/05/2015	193.00
	ORANGE COMMERCIAL CRE	7316	Microbiology Analysis	34261	02/09/2015	03/05/2015	193.00
	STILLS ELECTRIC///	3932	Troubleshoot Water Pumps	34281	02/18/2015	03/05/2015	95.00
	STILLS ELECTRIC///	3937	Repair Streetlights/Willard	34281	02/18/2015	03/05/2015	142.50
							<b>623.50</b>
501-321.000-740.100	Repair & ma						
	LOCKE AIRE SERV///	31007	Diagnosic Fee/WTP	34244	02/13/2015	03/05/2015	100.00
							<b>100.00</b>

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501-321.000-740.200	Cleaning ser ALSCO AMERICAN LINEN DI	LYUM941767	Cleaning Services	34189	02/20/2015	03/05/2015	62.34
							<b>62.34</b>
<b>Total Dept. Water Treatment:</b>							<b>1,418.12</b>
<b>Dept: 322.000 Water Distribution</b>							
501-322.000-720.600	Plumbing sup HD SUPPLY WATERWORKS,	D587273	Registers	34224	02/25/2015	03/05/2015	737.86
	HD SUPPLY WATERWORKS,	D587269	Registers	34224	02/23/2015	03/05/2015	922.32
							<b>1,660.18</b>
501-322.000-721.100	Uniforms ARAMARK UNIFORM SERVIC	16100484	Uniforms/Bobby Limon	34191	02/01/2015	03/05/2015	276.29
							<b>276.29</b>
501-322.000-721.200	Other operat IMPERIAL HARDWARE CO.,	388387/2	Wire Brads, Wood Glue	34234	02/26/2015	03/05/2015	9.93
	IMPERIAL HARDWARE CO.,	388000/2	Gas Can, Towels, Lubricant	34234	02/23/2015	03/05/2015	27.77
	MCNEECE BROS OIL COMP/	101529	Cushion	34249	02/01/2015	03/05/2015	23.12
	MCNEECE BROS OIL COMP/	101194	Nipple, Strainer, Clamp	34249	02/01/2015	03/05/2015	140.84
							<b>201.66</b>
501-322.000-721.900	Small tools & IMPERIAL HARDWARE CO.,	387726/2	Tape Measure, Saw	34234	02/20/2015	03/05/2015	24.09
							<b>24.09</b>
501-322.000-725.400	Fuel MCNEECE BROS OIL COMP/	824518	Fuel/Public Works	34249	02/01/2015	03/05/2015	2,019.94
	MCNEECE BROS OIL COMP/	101964	Fuel/Public Works	34249	02/01/2015	03/05/2015	22.90
	MCNEECE BROS OIL COMP/	101023	Fuel/Public Works	34249	02/01/2015	03/05/2015	68.54
	MCNEECE BROS OIL COMP/	100901	Fuel/Public Works	34249	02/01/2015	03/05/2015	158.66
							<b>2,270.04</b>
<b>Total Dept. Water Distribution:</b>							<b>4,432.26</b>
<b>Total Fund Water:</b>							<b>7,564.35</b>
<b>Fund: 511 Wastewater</b>							
<b>Dept: 331.000 Wastewater Collec</b>							
511-331.000-440.730	Sewer servic I. V. HOUSING AUTHORITY///		Refund Overpmt 1029 Hatfield	34229	02/25/2015	03/05/2015	47.21
	THE RADHE SHYAM GOYAL		Refund Dep, Ovrpmt 900 FLAM	34284	02/23/2015	03/05/2015	23.61
							<b>70.82</b>
511-331.000-721.200	Other operati ATCO INTERNATIONAL///	10424709	Degreaser	34195	02/01/2015	03/05/2015	590.00
	PIONEER RESEARCH CORP	241239	Degreaser	34264	02/01/2015	03/05/2015	612.95
							<b>1,202.95</b>
511-331.000-725.300	Natural gas SOUTHERN CALIFORNIA GA		172 969 1728 3 12/9-1/12/15	34276	02/01/2015	03/05/2015	19.55
	SOUTHERN CALIFORNIA GA		172 969 1728 3 1/2-2/11/15	34276	02/13/2015	03/05/2015	15.38
							<b>34.93</b>
<b>Total Dept. Wastewater Collection:</b>							<b>1,308.70</b>
<b>Dept: 332.000 Wastewater treatm</b>							
511-332.000-721.200	Other operati CORTECH ENGINEERING, LI	55236	Lantern Ring, Packing Rings	34207	02/01/2015	03/05/2015	460.90
	R.J. SAFETY SUPPLY CO., IN	333225-0002	Boots, Safety Glasses	34269	02/01/2015	03/05/2015	87.68
							<b>548.58</b>

511-332.000-725.400 Fuel

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	MCNEECE BROS OIL COMP/	824518	Fuel/Public Works	34249	02/01/2015	03/05/2015	272.32
							<b>272.32</b>
511-332.000-730.200	Technical ser						
	ORANGE COMMERCIAL CRE	7281	Microbiology Analysis	34261	02/01/2015	03/05/2015	903.00
	ORANGE COMMERCIAL CRE	7292	Cyanide Sampling	34261	02/01/2015	03/05/2015	285.00
	ORANGE COMMERCIAL CRE	7298	Microbiology Analysis	34261	02/02/2015	03/05/2015	903.00
	ORANGE COMMERCIAL CRE	7315	Effluent Toxicity Analysis	34261	02/09/2015	03/05/2015	2,736.00
	ORANGE COMMERCIAL CRE	7314	Microbiology Analysis	34261	02/09/2015	03/05/2015	3,133.00
	ORANGE COMMERCIAL CRE	7253	Effluent Toxicity Analysis	34261	02/01/2015	03/05/2015	2,736.00
	ORANGE COMMERCIAL CRE	7252	Microbiology Analysis	34261	02/01/2015	03/05/2015	3,296.00
	ORANGE COMMERCIAL CRE	7247	Priority Pollutant Testing	34261	02/01/2015	03/05/2015	7,196.00
							<b>21,188.00</b>
511-332.000-750.650	Taxes, Fees, SWRCB FEES///	WD-0103923	Annual Permit Fee 7/1-6/30/15	34282	02/01/2015	03/05/2015	33,172.00
							<b>33,172.00</b>
<b>Total Dept. Wastewater treatment:</b>							<b>55,180.90</b>
<b>Total Fund Wastewater:</b>							<b>56,489.60</b>
<b>Fund: 521 Solid Waste</b>							
<b>Dept: 341.000 Solid Waste Collec</b>							
521-341.000-440.740	Solid waste c						
	I. V. HOUSING AUTHORITY//		Refund Overpmt 1029 Hatfield	34229	02/25/2015	03/05/2015	20.59
	THE RADHE SHYAM GOYAL		Refund Dep, Ovrpmt 900 FLAM	34284	02/23/2015	03/05/2015	10.30
							<b>30.89</b>
<b>Total Dept. Solid Waste Collection:</b>							<b>30.89</b>
<b>Total Fund Solid Waste:</b>							<b>30.89</b>
<b>Fund: 531 Airport</b>							
<b>Dept: 351.000 Airport</b>							
531-351.000-725.400	Fuel						
	MCNEECE BROS OIL COMP/	824515	Fuel/Parks & Rec.	34249	02/01/2015	03/05/2015	19.01
							<b>19.01</b>
<b>Total Dept. Airport:</b>							<b>19.01</b>
<b>Total Fund Airport:</b>							<b>19.01</b>
<b>Fund: 532 Airport Projects</b>							
<b>Dept: 000.000</b>							
532-000.000-201.781	Retention - F						
	PAVE-TECH INC.///	1405-3	Airfield Pavement Seal & Strip	34263	02/01/2015	03/05/2015	25,237.83
							<b>25,237.83</b>
<b>Total Dept. 000000:</b>							<b>25,237.83</b>
<b>Dept: 351.100 Airport constructio</b>							
532-351.100-730.100	Professional						
	AE CONSULTING, INC.///	06506	Seal Airfield Pavement Project	34185	02/05/2015	03/05/2015	15,872.00
							<b>15,872.00</b>
<b>Total Dept. Airport construction:</b>							<b>15,872.00</b>
<b>Total Fund Airport Projects:</b>							<b>41,109.83</b>

Fund: 601 Maintenance  
 Dept: 801.000 Vehicle Maintenance

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601-801.000-720.400	Automotive s						
	MARK DOWDEN WELDING//	16165	Angle, Tubes	34247	02/04/2015	03/05/2015	40.42
	NORTHEND AUTOPARTS, IN	523070	Compressor, Hose Assembly	34256	02/19/2015	03/05/2015	510.68
	RDO EQUIPMENT CO.///	P92200	Wheel, Axle, Screws #89 Parks	34270	02/20/2015	03/05/2015	102.30
							<b>653.40</b>
601-801.000-720.420	Oils & lubrica						
	MCNEECE BROS OIL COMP/	101835	Oil/Shop	34249	02/01/2015	03/05/2015	1,293.54
	MCNEECE BROS OIL COMP/	101941	Oil/Shop	34249	02/01/2015	03/05/2015	1,418.47
							<b>2,712.01</b>
601-801.000-720.500	Electrical sup						
	AUTO ZONE, INC. #2804///	2804354245	Battery #204 Streets	34196	02/18/2015	03/05/2015	111.77
							<b>111.77</b>
601-801.000-721.200	Other operat						
	IMPERIAL HARDWARE CO.,	387355/2	Washers	34234	02/18/2015	03/05/2015	6.37
	ZEP MANUFACTURING CO, I	9001466689	Degreaser, Lubricant/Shop	34295	02/11/2015	03/05/2015	482.99
							<b>489.36</b>
601-801.000-725.400	Fuel						
	MCNEECE BROS OIL COMP/	824520	Fuel/Shop	34249	02/01/2015	03/05/2015	526.15
							<b>526.15</b>
601-801.000-740.200	Cleaning ser						
	ALSCO AMERICAN LINEN DI	LYUM939983	Uniform Cleaning Services	34189	02/16/2015	03/05/2015	34.08
	ALSCO AMERICAN LINEN DI	LYUM939985	Cleaning Services	34189	02/16/2015	03/05/2015	29.37
	ALSCO AMERICAN LINEN DI	LYUM942160	Uniform Cleaning Services	34189	02/23/2015	03/05/2015	34.08
	ALSCO AMERICAN LINEN DI	LYUM942162	Cleaning Services	34189	02/23/2015	03/05/2015	32.03
							<b>129.56</b>
601-801.000-740.400	Rent						
	AUTO ZONE, INC. #2804///	2804348409	Return Ball Joint Rental	34196	02/12/2015	03/05/2015	-124.20
	WESTAIR GASES & EQUIPM	80017954	Oxygen, Acetylene Tanks/Shop	34292	02/01/2015	03/05/2015	38.20
							<b>-86.00</b>
601-801.000-750.400	Travel						
	LABASTIDA/ALEJANDRO//		Travel Adv/Fire Mechanics	34241	02/04/2015	03/05/2015	1,284.94
							<b>1,284.94</b>
							<b>5,821.19</b>
<b>otal Dept. Vehicle Maintenance Shop:</b>							<b>5,821.19</b>
<b>Dept: 802.000 Grounds &amp; Facility</b>							
601-802.000-730.100	Professional						
	HOLT GROUP/THE//	15-01-001	Volunteer Park Parking Lot	34225	02/01/2015	03/05/2015	9,525.00
							<b>9,525.00</b>
601-802.000-740.100	Repair & ma						
	STILLS ELECTRIC///	3935	Repair St Light PW Parking Lot	34281	02/18/2015	03/05/2015	513.64
							<b>513.64</b>
							<b>10,038.64</b>
<b>ept. Grounds &amp; Facility Maintenance:</b>							<b>10,038.64</b>
<b>Total Fund Maintenance:</b>							<b>15,859.83</b>
<b>Fund: 602 Risk Management</b>							
<b>Dept: 000.000</b>							
602-000.000-200.034	Health insur						
	CA PUBLIC EMP. RETIREME	100000014481201	Mar 2015 Medical Insurance	34205	02/17/2015	03/05/2015	82,324.12
	DELTA DENTAL///	BE001097687	Dental Insurance March 2014	34210	03/01/2015	03/05/2015	8,122.44
	PRINCIPAL FINANCIAL GRO		Life Insurance - March 2015	34267	02/15/2015	03/05/2015	3,804.40
	VISION SERVICE PLAN (CA),		March Vision Insurance	34289	02/19/2015	03/05/2015	2,042.83
							<b>96,293.79</b>

City of Brawley

qqqq

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
						Total Dept. 000000:	96,293.79
						al Fund Risk Management:	96,293.79
						<b>Grand Total:</b>	<b>322,201.91</b>

Check Register Report

Date: 03/06/2015

Time: 1:25 PM

Page: 1

City of Brawley

Check Number	Check Date	Printed	Vendor Number	Vendor Name	Check Description	Amount
34296	03/06/2015	Printed	A368	AFLAC INC.	Cancer, ICU, Disability	2,929.67
34297	03/06/2015	Printed	C889	CALIFORNIA STATE DISBURSEME	Deductions	2,527.52
34298	03/06/2015	Printed	C110	COLUMBUS BANK & TRUST COMPA	Unreimb. Medical & Dependent	429.60
34299	03/06/2015	Printed	F689	FRANCHISE TAX BOARD	Deductions	240.00
34300	03/06/2015	Printed	G387	KRISTINA D. GREEN(BAILEY)	Deductions	175.00
34301	03/06/2015	Printed	N944	NATIONAL PLAN COORDINATORS	Deferred Comp Plan #340233-01	6,565.27
34302	03/06/2015	Printed	N187	NATIONWIDE RETIREMENT SOLUTION	Deferred Compensation #05270	470.00
34303	03/06/2015	Printed	S325	SUN COMMUNITY FED. CREDIT UNIO	Credit Union Deductions	1,521.00
34304	03/06/2015	Printed	U660	UNITED STATES TREASURY	Deductions	100.00
34305	03/06/2015	Printed	U761	UNITED STATES TREASURY	Deductions	200.00
34306	03/06/2015	Printed	U110	UNITED WAY OF IMPERIAL COUNTY	United Way Deductions	17.00

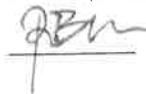
11

Checks Total (excluding void checks): 15,175.06



**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: March 17, 2015

City Manager: 

**PREPARED BY:** Chuck Peraza, Fire Chief

**PRESENTED BY:** Chuck Peraza, Fire Chief

**SUBJECT:** Budget Adjustment for Unanticipated Reimbursement from the United States Forestry Service

**CITY MANAGER RECOMMENDATION:** Approve Resolution No. 2015-\_\_\_: Resolution of the City Council of the City of Brawley, CA Amending the Fiscal Year 2014/2015 City of Brawley Budget for the Fire Department in the Amount of \$ 8,126.15.

**DISCUSSION:** Approval is requested to amend the budget for the Brawley Fire Department to reflect receipt of reimbursement from the U. S. Forestry Service. The basis for the reimbursement is the City's mutual aid response to a San Bernardino County wildfire in 2014.

Brawley Fire Personnel deployed to San Bernardino County for a strike team wildfire incident. A fire engine was utilized for the days of May 1-2, 2014. The U. S. Forestry Service is reimbursing the City for the costs associated with staff salaries and use of fire equipment in the total amount of \$ 8,126.15. The funds were electronically deposited into the City of Brawley's bank account.

This incident occurred during the Fiscal Year 2013-2014 budget. The Brawley Fire Department respectfully requests that the funds for reimbursement be placed into the small tools and equipment line item for eligible Fire Department equipment that will enhance daily operations.

**FISCAL IMPACT:** Revenue increase of \$ 8,126.15 to the Fire Department

**ATTACHMENTS:** Copy of the reimbursement invoice; Resolution No. 2015-\_\_\_: Resolution of the City Council of the City of Brawley, CA Amending the Fiscal Year 2014/2015 City of Brawley Budget for the Fire Department in the Amount of \$ 8,126.15.



RESOLUTION NO. 2015-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA AMENDING THE FISCAL YEAR 2014/2015 CITY OF BRAWLEY BUDGET.

Amendment No. 2015-3: Department: Fire Department

WHEREAS, the Minute Order dated May 27, 2014 adopted the Fiscal Year 2014-2015 City of Brawley Budget and appropriated expenses on a cost center basis; and

WHEREAS, adjustments to the Fiscal Year 2014-2015 General Fund Budget are determined to be necessary.

THEREFORE, BE IT RESOLVED, that the FY 2014-2015 City of Brawley Budget is hereby amended as follows:

REVENUE

BUDGET NUMBERS	ACCOUNT NAME	INCREASE	DECREASE
101-221.000-470.300	Other Revenues	\$ 8,126.15	
<b>TOTAL</b>		\$ 8,126.15	

EXPENDITURES

BUDGET NUMBERS	ACCOUNT NAME	INCREASE	DECREASE
101-221.000-721.900	Small Tools & Minor Equipment	\$ 8,126.15	
<b>TOTAL</b>		\$ 8,126.15	

REASON: The receipt of unanticipated revenue from a wildfire in San Bernardino, CA which occurred in FY 2013-2014. The sum of \$ 8,126.15 will be used to purchase fire equipment.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Brawley City Council held March 17, 2015.

CITY OF BRAWLEY, CALIFORNIA

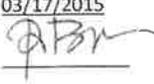
George A. Nava, Mayor

ATTEST:

Alma Benavides, City Clerk

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: 03/17/2015

City Manager: 

**PREPARED BY:** Michael Crankshaw, Chief of Police

**PRESENTED BY:** Michael Crankshaw, Chief of Police

**SUBJECT:** FBI National Leadership Academy in Quantico, VA

**CITY MANAGER RECOMMENDATION:** Approve travel authorization to attend the 260<sup>th</sup> session of the FBI National Leadership Academy.

**DISCUSSION:** In accordance with formal action taken on March 18, 2008 regarding the City of Brawley's Employee Travel Policy, travel of 500 miles or greater requires City Council approval. The FBI National Leadership Academy will take place in Quantico, VA and a Brawley Police Department staff member has been invited as one of 275 candidates.

The FBI National Academy is a professional course of study for U.S. and international law enforcement leaders that serves to improve the administration of justice in police departments across the country and to raise law enforcement standards, knowledge, and cooperation worldwide. Its mission is to support, promote, and enhance the professional development of law enforcement leaders by preparing them for complex, dynamic, and contemporary challenges. Those in attendance include leaders and managers of state and local police departments, sheriffs' departments, military police organizations, and federal law enforcement agencies. Less than 1% of U.S. law enforcement professionals are selected as candidates for the FBI National Leadership Academy. Participation is by invitation only through a nomination process. Participants are drawn from every state in the union, from U.S. territories, and from over 160 international partner nations.

**FISCAL IMPACT:** Roughly \$4,000 in travel and tuition expenses are covered by the FBI; \$886.22 will be expended from the Police Department FY 2014/15 Budget for required uniforms, equipment purchases and academy course fees.

**ATTACHMENTS:** None

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: 03/17/15

City Manager:



**PREPARED BY:** Marjo Mello, Library Director

**PRESENTED BY:** Marjo Mello, Library Director

**SUBJECT:** City Council Authorization to Apply to the Imperial County Children and Families First Commission for Libraries Empower All to Read Now (LEARN) Program.

**CITY MANAGER RECOMMENDATION:** Approve City Council Resolution to authorize application to the Imperial County Children and Families First Commission for the Libraries Empower All to Read Now (LEARN) Program.

**DISCUSSION:** The Imperial County Children and Families First Commission has funding available for services to children aged 0-5, their parents and caregivers. They have issued a request for proposals covering fiscal years 2015-2016 and 2016-2017. The bid documents require written approval from the governing body to apply for funds. The LEARN Program hires certificated teachers and tutors to improve the reading and writing skills of parents and caregivers of children aged 0-5. The aim is for generational solutions to literacy problems. Parents are a child's first teacher and studies show that preschoolers who are read to have greater success in learning to read and in school performance.

**FISCAL IMPACT:** Potential Award of \$225,000 for Library operations

**ATTACHMENTS:** Time Table for submissions to the Commission

RESOLUTION NO. 2015-\_\_: Resolution of the City Council of the City of Brawley, California Authorizing the Application for Funds from the Imperial County Children and Families First Commission for the Libraries Enable All to Read Now (LEARN) Program



## REQUEST FOR PROPOSAL FOR GENERAL GRANT FY 2015-2017

### TIMETABLE

Date	Activity	Location
February 9, 2015	Release Request For Proposal Guidelines	Imperial County Children and Families First Commission 1240 State Street, El Centro or download at <a href="http://www.icprop10.org">www.icprop10.org</a>
February 26, 2015	Proposer's Assistance Workshop Time: 6:00 p.m. - 8:00 p.m. (Non-mandatory)	Imperial County Public Health Dept. Training Center 935 Broadway Avenue, El Centro
March 9, 2015	Letter of Intent <b>DEADLINE</b> 4:00 p.m. (Mandatory)	Imperial County Purchasing Attn: ICCFFC RFP 1125 Main Street El Centro, CA 92243
March 27, 2015	Request For Proposal <b>DEADLINE</b> 4:00 p.m.	Imperial County Purchasing Attn: ICCFFC RFP 1125 Main Street El Centro, CA 92243
March 30, 2015 through April 24, 2015	Evaluation and Scoring by Independent Review Panel	Imperial County Children and Families First Commission
April 24 through May 28, 2015	Final Evaluation of Proposals by Commissioners	Imperial County Children and Families First Commission
May 28, 2015	Notice of Intent to Make an Award	Imperial County Children and Families First Commission and website: <a href="http://www.icprop10.org">www.icprop10.org</a>
June 1-5, 2015	Protest/Appeal Period	Imperial County Children and Families First Commission 1240 State Street El Centro, CA 92243
June 11, 2015	Award Announcements	Imperial County Children and Families First Commission and website: <a href="http://www.icprop10.org">www.icprop10.org</a>
July 1, 2015	Projected Contract Commencement	Imperial County Children and Families First Commission

RESOLUTION NO. 2015-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA AUTHORIZING THE APPLICATION FOR FUNDS FROM THE IMPERIAL COUNTY CHILDREN AND FAMILIES FIRST COMMISSION FOR THE LIBRARIES ENABLE ALL TO READ NOW (LEARN) PROJECT.

WHEREAS, The LEARN project brings pre-literacy and literacy skills to parents/caregivers of children aged 0-5 throughout Imperial County;

WHEREAS, the Children and Families First Commission is soliciting Requests for Proposals for projects;

NOW, THEREFORE IT IS RESOLVED that the City Manager or his/her designee, is authorized to submit and sign all documents and contracts and to enter into any negotiations and/or obligations in connection with the Imperial County Children and Families First Commission, Proposition 10, Request for Proposal grant funding.

APPROVED, PASSED AND ADOPTED at a regular meeting held on the 17<sup>th</sup> day of March, 2015.

CITY OF BRAWLEY, CALIFORNIA

George A. Nava, Mayor

ATTEST:

Alma Benavides, City Clerk

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

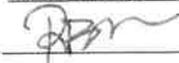
I, Alma Benavides, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY, that the foregoing Resolution No. 2015- as passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 17<sup>th</sup> day of March, 2015 and that it was so adopted by the following roll call vote:

AYES:  
NAYS:  
ABSTAIN:  
ABSENT:

Dated: March 17, 2015

Alma Benavides, City Clerk

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: March 17, 2015  
City Manager: 

**PREPARED BY:** Brett Houser, Police Commander

**PRESENTED BY:** Mike Crankshaw, Chief of Police

**SUBJECT:** Destruction of Specific Police Department Records, Documents and Papers

**CITY MANAGER RECOMMENDATION:** Approve destruction of Police Department records pursuant to Sections 34090 of the Government Code of the State of California.

**DISCUSSION:** The Brawley Police Department is requesting authorization, in accordance with Government Code Section 34090, to purge and destroy records that are obsolete due to an expired retention period. Records required for retention by statute, such as homicides, rapes, and cases involved in either civil or criminal litigation, will remain in the custody of the Brawley Police Department.

**FISCAL IMPACT:** Cost of Shredding Services, 101-211.000-730.200

**ATTACHMENTS:** Inter-department memorandum authored by Records Supervisor Z. Armstrong; Resolution No. 2015- : Resolution of the City Council of the City of Brawley, CA, Approving the Destruction of Specific Police Department Records, Documents and Papers in Accordance with Government Code Section 34090.

# INTEROFFICE MEMORANDUM

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BRAWLEY POLICE DEPARTMENT

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DATE: Thursday, February 26, 2015  
TO: MICHAEL CRANKSHAW, CHIEF OF POLICE; BRETT HOUSER, COMMANDER  
FROM: ZULEMA ARMSTRONG, RECORDS SUPERVISOR  
RE: RECORDS DESTRUCTION

Chief Crankshaw,

Pursuant to Government Code Section 34090, I respectfully request the Brawley City Council consider and approve the attached resolution. This resolution will include the destruction of all department records more than five (5) years old from January 01, 2015, except those that we are required to maintain by statute, i.e. Homicide, Rape and cases involved in either civil or criminal litigation, or are related to a criminal death case.

Destruction date to commence May 4th, 2015.

Sincerely,

*Zulema Armstrong*  
Records Supervisor

za

ATTACHMENTS

Confidential

RESOLUTION NO: 2015-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,  
CALIFORNIA, APPROVING THE DESTRUCTION OF SPECIFIC POLICE  
DEPARTMENT RECORDS, DOCUMENTS AND PAPERS, PURSUANT TO SECTIONS  
34090 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

WHEREAS, the Chief of the Brawley Police Department has submitted a request for authority to destroy obsolete records, documents and papers, and;

WHEREAS, the Chief of Police has stipulated the retention period for the Police Department to maintain the below records, documents and papers has expired, and;

WHEREAS, said request is in accordance with the procedures and requirements outlined in Section 34090 of the Government Code of the State of California, and;

WHEREAS, all records required for retention by statute, such as homicides, rapes, and cases involved in either civil or criminal litigation, will remain in the custody of the Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF BRAWLEY,  
CALIFORNIA:

1. The following records, documents and papers are beyond the required five (5) years and have been deemed obsolete and may be destroyed. The below items for destruction will be for a one year period (January 1, 2009 to December 31, 2009).
  - a. Case Reports/Dr. Jackets/Incident Reports
  - b. Traffic Citations and Comment Forms
  - c. Criminal Violation Citations and Comment Forms
  - d. Release on Own Recognizance Citations and Comment Forms
  - e. Citation Warning Notices
  - f. Daily Bulletins
  - g. Correspondence
  - h. Teletype Logs
  - i. Tow Truck Logs
  - j. Traffic Collision Reports
  - k. Warrant Logs
  - l. Found & Safekeeping Property Reports/Logs
  - m. Dealers Records of Sale Files
  - n. Pawn and Second Hand Property Files
  - o. Traffic Collision Logs
  - p. Alcohol Beverage Control Documents
  - q. Requisitions for Checks
  - r. Deposit Slips
  - s. Counter Receipt Books
  - t. Police Dispatch Cards
  - u. Field Interview Cards
2. The following records, documents and papers are beyond the required two (2) years and have been deemed obsolete and may be destroyed.

- a. All records pertaining to the arrest or conviction of any person for a violation of subdivision (b), (c), (d), or (e) of Section 11357 or subdivision (b) of Section 11360 of the Health and Safety Code.
- b. Internal Payroll timesheets

Destruction date would commence on May 4, 2015.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Brawley City Council held on March 17, 2015.

CITY OF BRAWLEY, CALIFORNIA

George A. Nava, Mayor

ATTEST:

Alma Benavides, City Clerk

STATE OF CALIFORNIA  
COUNTY OF IMPERIAL  
CITY OF BRAWLEY

I, ALMA BENAVIDES, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Resolution No. 2015- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 17th day of March 2015, and that it was so adopted by the following roll call vote:

AYES:  
NAYES:  
ABSTAIN:  
ABSENT:

DATED: March 17, 2015

Alma Benavides, City Clerk

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: March 17, 2015  
City Manager: 

**PREPARED BY:** Michael Crankshaw, Chief of Police

**PRESENTED BY:** Michael Crankshaw, Chief of Police

**SUBJECT:** Public Safety Surplus Vehicles

**CITY MANAGER RECOMMENDATION:** Approve Resolution No: 2015- : Resolution of the City Council of the City of Brawley, CA Declaring Various Public Safety Vehicles as Surplus Property.

**DISCUSSION:** The Police Department, in conjunction with the Public Works Maintenance Shop, identified seven (7) public safety vehicles as surplus inventory vehicles no longer viable for service. It has been the practice the Police Department to rotate out high mileage public safety vehicles from its fleet. This process allows the department to avoid major expenses with frequent mechanical repairs typically associated on high mileage vehicles. In addition, rotating high mileage vehicles is necessary to preserve the safety of public safety personnel and citizens, as well as the safety and reliability of the vehicles themselves.

Specific to the police motorcycle, one has been stripped of parts over the years to maintain the other two units. The two functioning motorcycles are regularly experiencing mechanical issues, leading to a greater cost to maintain their readiness.

The Police Department, in accordance with the 2010 executed agreement with Propertyroom.com Company (PRC), will arrange for pick-up of seven (7) surplus inventory vehicles listed below for auction by PRC.

The following items are the proposed for the City Vehicle Surplus List:

Line #	Year	Make	Model	Vin Number	Mileage
1	2006	FORD	CROWN VICTORIA	2FAHP71W16X121386	118,096
2	2007	FORD	CROWN VICTORIA	2FAHP71W07X162710	115,369
3	2003	CHEVROLET	TAHOE	1GNEC13Z42J236202	154,436
4	2006	HONDA	ST1300P MOTORCYCLE	JH2SC51715M300131	63,500
5	2006	HONDA	ST1300P MOTORCYCLE	JH2SC51746M400063	74,500
6	2005	HONDA	ST1300P MOTORCYCLE	JH2SC51755M300262	52,456

7	2002	CHEVROLET	AVALANCHE-PAL	3GNEK13T42G346201	162,877
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**FISCAL IMPACT:** There are no associated fees for the City of Brawley to participate in this agreement. Once every month, PRC will pay the City the amount of winning proceeds payable for completed sales during the preceding month. The City will receive a 70% split from the sale of each surplus vehicle, less the credit card cost, any title pass-through fees and any applicable fuel surcharges for vehicle pick-up by PRC. At no time will the City be held responsible for any negative balance from the associated fees after completion of the auction sale.

Example:

• Winning Bid	\$1000	
• City & PRC Spilt	70/30	
• Total Credit Card Cost (3%)	\$30.00	(.03 x 1000)
• City Credit Card Cost Split	\$21.00	(.70 x 30)
• PRC Credit Card Cost Spilt	\$9.00	(.30 x 30)
• Fuel Surcharge	UNK	
• Title Fee	<u>UNK</u>	
• City's Net Proceed	<u>\$679</u>	

\*\*\*In accordance with the Guide to Equitable Sharing, Section VIII, Subsection 3e, "Proceeds from the sale of shared property, facilities, equipment, and other items acquired with shared funds must be deposited into the agency's equitable sharing revenue account and are subject to the same permissible use restriction and reporting requirement as shared case or proceeds." This will impact the auctioning of the 2002 Chevrolet Avalanche. Any proceeds received as a result of auctioning the 2002 Chevrolet Avalanche will need to be deposited and used in the Police Department's Federal Asset Forfeiture Fund #211.222.000-460.100

**ATTACHMENTS:** Resolution No. 2015- : Resolution of the City Council of the City of Brawley, CA Declaring Various Public Safety Vehicles as Surplus Property; Agreement between Propertyroom.com and City of Brawley.

RESOLUTION NO. 2015-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,  
CALIFORNIA, ACCEPTANCE OF CITY VEHICLE SURPLUS LIST AND METHOD TO  
REMOVE FROM INVENTORY.

WHEREAS, a City Vehicle Surplus List has been established, outlining various city vehicles to be decommissioned from service; and

WHEREAS, in accordance with a recognized agreement with PropertyRoom.Com, Inc. (Vendor), a manner to retrieve and auction the identified surplus vehicles is established; and

WHEREAS, a public meeting was held on March 17, 2015 regarding the City Surplus List of public safety vehicles and the use of PropertyRoom.Com as the method to remove identified surplus vehicles from the City inventory; and

WHEREAS, upon City Council approval, arrangements will be made with Property.Room.Com to proceed with the auction process; and

PASSED, APPROVED AND ADOPTED at a regular meeting of the Brawley City Council held on March 17, 2015.

CITY OF BRAWLEY, CALIFORNIA

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George A. Nava, Mayor

ATTEST:

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Alma Benavides, City Clerk

STATE OF CALIFORNIA  
COUNTY OF IMPERIAL  
CITY OF BRAWLEY

I, ALMA BENAVIDES, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Resolution No. 2015- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 17th day of March 2015, and that it was so adopted by the following roll call vote:

AYES:  
NAYES:  
ABSTAIN:  
ABSENT:

DATED: March 17, 2015

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Alma Benavides, City Clerk

## PropertyRoom.com Trial Services Agreement – Platinum Program

This **Trial Services Agreement** documents an arrangement between PropertyRoom.com (PRC) and CITY OF BRAWLEY (Client) for purposes of permitting an evaluation period for testing new PRC services being made available to the Client.

**Agreement Duration periods and Termination provisions:** The term of this Trial Services Agreement will be for 6 months from the date of signature. This Trial Services Agreement will auto-renew as a Standard Service Agreement for one year terms thereafter, unless there is a written notice for termination issued by either party within 30 days of the applicable expiration date.

**Services Covered by this Agreement:** This agreement covers the **Platinum** vehicle and other large equipment auction program being offered by PRC.

### Under the **Platinum Program**:

This program is a joint offering of PropertyRoom.com and its partner Copart, Inc., a publically traded company that is a leader in fleet disposal services for the insurance and finance industries with over 1.2 million vehicle auctions annually.

The **Client** is responsible for the following actions:

1. notifies PRC to pick up vehicle, has title and registration available
2. provides instructions to PRC for the transfer of the Client's share of the auction proceeds at the conclusion of the sales process

**PRC/COPART** is responsible for the following actions:

1. dispatching tow truck to Client's site to pick up vehicle/equipment
2. towing item to nearest of Copart's 147 Storage Yards for processing, first 30 miles free for automobiles and light vehicles; \$1.00 per mile fee thereafter; heavy tows for oversized vehicles are billed at cost
3. cleaning and preparing vehicle for auction
4. photographing and documenting description of item
5. uploading item information to web site electronic auction catalog
6. marketing the auction site
7. conducting a one day physical inspection period at the Copart yard facility for all items to be auctioned
8. conducting the auction using proprietary auction technology
9. providing customer support to bidders
10. transaction payment processing of successful bids
11. handling title and registration transfer of property to successful bidders included as part of service if title is available. If substitute title needs to be secured, costs to be borne by Client
12. coordinating pick up and delivery of purchased property to successful bidders
13. providing online access for audit trails and accounting information to Client
14. providing payments and account reports on each sale to Client

## PropertyRoom.com Trial Services Agreement - Gold Program

This **Trial Services Agreement** documents an arrangement between PropertyRoom.com (PRC) and CITY OF BLAWLEY (Client) for purposes of permitting an evaluation period for testing new PRC services being made available to the Client.

**Agreement Duration periods and Termination provisions:** The term of this Trial Services Agreement will be for 6 months from the date of signature. This Trial Services Agreement will auto-renew as a Standard Service Agreement for one year terms thereafter, unless there is a written notice for termination issued by either party within 30 days of the applicable expiration date.

**Services Covered by this Agreement:** This agreement covers the **Gold** vehicle and other large equipment auction program being offered by PRC.

Under the **Gold Program**:

The **Client** is responsible for the following actions:

1. maintains physical control over the items being listed on the PRC web site for auction
2. cleans and prepares the item for sale
3. provides PRC with digital images of the item and a checklist describing the physical condition of the item
4. provides a contact person for PRC to notify concerning the successful bidder and selling price and to coordinate the release of the item bought to the successful bidder and to coordinate the transfer of title and registration, if needed
5. provides the instructions to PRC for the transfer of the Client's share of the auction proceeds at the conclusion of the sales process

**PRC** is responsible for the following actions:

1. loading the digital images and an electronic description of the item to be sold up to the PRC online auction site
2. marketing the PRC web site
3. conducting the auction using our proprietary auction technology
4. providing customer support to bidders
5. transaction payment processing of successful bids
6. providing online access to audit trails and accounting information to Client
7. coordinating contact between successful bidder and Client's designated contact person to effect hand over of purchased item
8. providing payments and account reports on each sale to Client

**Gold Program Revenue Shares:**

1. The **Client** receives 95% of the successful bid price, minus a pro rata share of any payment transaction cost assessed by the successful bidder's credit card company
2. **PRC** receives 5% of the successful bid price, minus a pro rate share of any payment transaction cost assessed by the successful bidder's credit card company

**Gold Program Bidder's Premium:**

**PRC** will assess and collect from each successful bidder a 15% buyer's premium. This additional charge will be on top of the successful bid price and will not be deducted from the amount paid to the Client for the sale of the Client's item.

**Platinum Program Revenue Shares:**

The **Client** chooses the level of program participation depending on the anticipated annual volume of items. The commission structure is graduated based on annual volumes as follows:

- a. **Platinum A** level requires the combination of **50** or more vehicles or pieces of equipment per year. The Revenue Shares under this offering are **Client 87.5%** and **PRC/COPART 12.5%**.
- b. **Platinum B** level requires the combination of between **26 and 49** vehicles or pieces of equipment per year. The Revenue Shares under this offering are **Client 80%** and **PRC/COPART 20%**.
- c. **Platinum C** level covers the combination of less than **25** vehicles or pieces of equipment per year. The Revenue Shares under this offering are **Client 70%** and **PRC/COPART 30%**.

**Pro forma example of a typical Platinum sale transaction:**

For a Client committing over 50 items per calendar year (Platinum A Program) and paying 12.5% commission, PRC/COPART complete the sale by collecting the \$1,000.00 Sales price from the successful bidder. The underlying winning bid results in a \$125 PRC Commission, leaving \$875 in Client's gross proceeds. Assuming bidder pays by electronic funds transfer, as the majority of bidders do, then processing costs would equal 0% and the Client's net proceeds would equal \$875.

Client Name: CITY OF BRAWLEY

Address: 351 MAIN ST.

BRAWLEY CA 92227

Telephone: 760-351-2050

By: B. Hor

Title: COMMANDER

Date Signed: 4/9/10

Propertyroom.com

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Pro forma example of a typical Gold sale transaction:**

PRC completes the sale by collecting the \$1,000.00 sales price from buyer. The underlying winning bid results in a \$50 PRC commission, leaving \$950 in Client's gross proceeds. Assuming processing costs of 3% (\$30.00), these would be borne 95% by Client, \$28.50 (0.95 x \$30) and 5% by PRC, \$1.50 (0.05 x \$30), respectively. The Client's net proceeds would equal \$921.50 (\$950.00 less \$28.50).  
In a completely separate transaction, PRC would also collect a \$150.00 buyer's premium from the successful bidder.

Client Name: CITY OF BRAWLEY

Address: 351 MAIN ST.

BRAWLEY CA 92227

Telephone: 760-351-2650

By: 

Title: COMMANDER

Date Signed: 4/9/10

Propertyroom.com

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**PROPERTY DISPOSITION SERVICES AGREEMENT**

PropertyRoom.com, Inc., a Delaware corporation ("PropertyRoom" or "PRC"), enters into this agreement (the "Agreement"), with the client identified below (the "Owner") for the auction and disposition of personal property (the "Disposition Services"), in accordance with the Terms and Conditions and Addenda, if any, attached hereto and listed below. Beginning 4/27/09 (the "Start Date"), Owner engages the Services of PRC. 1422

<p><b>Owner Information</b>                  City of Brawley Police Department</p> <p><u>Chief Mark Gillmore</u>                  Owner Name</p> <p><u>351 Main St.</u>                  Address</p> <p><u>Brawley, CA 92227</u>                  City, State, Zip Code</p> <p><u>760-351-2648</u>                  Phone</p> <p><u>mgillmore@brawleypd.org</u>                  Email</p>	<p><b>Schedules, Supplements &amp; Other Attachments</b></p> <p>Mark included attachments:</p> <p>Terms and Conditions <u>Yes</u></p> <p>Addendums: _____</p>
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This Agreement, including all of the terms and conditions set forth in the attached Terms and Conditions as well as all other attachments indicated in the box above, comprises the entire Agreement between the Parties. This Agreement cannot be modified except in writing by the duly authorized representatives of both parties.

Owner City of Brawley Police Department <u>Mark Gillmore</u> Signor Name Chief of Police <u>[Signature]</u> Signor Title <u>[Signature]</u> Signature <u>04/27/2009</u> Signature Date	PropertyRoom.com <u>Thomas Lane</u> Signor Name Founder <u>[Signature]</u> Signor Title <u>[Signature]</u> Signature _____ Signature Date
---	--

PropertyRoom.com, Inc.  
 26421 Crown Valley Parkway, Ste 200  
 Mission Viejo, California 92691  
 +1 (949) 282-0121  
 Federal Tax ID 86-0962102

## PROPERTY DISPOSITION SERVICES AGREEMENT

### TERMS AND CONDITIONS

1. **Property to be Sold.** From time to time, Owner will designate items of personal property (the "Property") that it desires to provide to PRC for Disposition Services. PRC retains the right to accept or reject certain items in its sole discretion.
2. **Title.** Owner shall retain legal title to the Property until it is purchased by auction or otherwise disposed of in accordance with this Agreement at which time Owner will be deemed to have transferred title to the purchaser or other acquirer of the item of Property (the "Buyer"). Owner appoints PRC as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owners right, title and interest in and to Property sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of every kind, arising out of the sales and dispositions of Property (collectively the "Proceeds") belong to Owner, subject to PRC's right to PRC's Net Proceeds and funds attributable to credit card processing costs and other transaction costs. Owner's Property shall, at all times before sale or disposition, be subject to the direction and control of Owner.
3. **Method of Selling Property.**
  - a. **Portable Property Items.** PRC will, on Owners behalf, pick-up, store and list Property for sale by auction to the public on the internet on one or more domain names selected by PRC. To the extent that any Property is not sold by auction, PRC may, in any commercially reasonable manner selected by PRC, dispose of Property. PRC will determine all aspects, terms and conditions of auctions of Property and dispositions of Property not purchased at auction, subject to the ultimate control of Owner. PRC will be responsible for all phases of submitting the Property for auction, including, but not limited to, determining when Property will be auctioned, setting the opening and reserve prices of Property, if any; determining the selling price, setting the length of time Property will be auctioned; creating text and graphics to describe and depict Property submitted for auction; collecting Buyer information (such as name, billing address, shipping address, and credit card information); approving Buyer credit card purchase transactions; and collecting auction proceeds for completed sales from Buyers. PRC shall use reasonable commercial efforts in auctioning and selling the Property on the Internet and disposing of Property that does not sell at auction. PRC shall sell and dispose of all Property "as is" without any liability to the Owner. PRC is solely responsible for identifying and resolving sales and use tax collection issues arising from Property sales, including the necessity of charging and collecting such taxes.
  - b. **Large Property Items.** PRC will, at Owner's request and on Owner's behalf, list physically large Property ("Large-Items") for sale by auction, including but not limited to cars, trucks, boats, planes and bulk lots of bicycles. For Large-Items, PRC offers Owner different selling options ("Silver," "Gold," "Gold-Plus" and "Platinum"), each with different service components and associated pricing.
    - (1) **In-Place Options.** For Gold, PRC will auction Large-Items in-place, and in this context, "in-place" means that PRC will not pick-up and store these specific items but rather Owner will maintain physical control until transfer of Items to Buyers.
    - (2) **Haul-away Option.** For Platinum, PRC will, in conjunction with a partner and to the extent practical, pick-up and haul-away Large-items, selling via online auction and transferring title and physical possession to Buyers as described in Portable Property Items.
    - (3) **Large-Item Service Summary.** The Large-Item Auction Services Option Table below depicts service components associated with each option.

## PROPERTY DISPOSITION SERVICES AGREEMENT

**Method of Selling Property: Large-Item Auction Services Option Table**

Service Component	Responsible Party (if applicable)		
	Gold		Platinum
1. List Large-Item for In-Place online auction	PRC		
2. Checklist review and coordination	PRC		PRC
3. Listing write-up and marketing	PRC		PRC
4. Auction and auction technology management	PRC		PRC
5. Customer Support to Bidders	PRC		PRC
6. Coordinate Buyer payment and Large-Item pick-up	PRC		PRC
7. Transaction (payment) processing	PRC		PRC
8. Photographing, vehicle review, equipment description	Owner		PRC
9. Provide or procure asset title, as applicable	Owner		Owner*
10. Pick-up and haul-away for off-premises online auction	NA		PRC

\* At Owner request, PRC will acquire title through its partner and pass-through title acquisition cost.

#### 4. Term and Termination.

- a. This Agreement will become effective as of the Start Date and will continue for an initial term of one (1) year (the "Initial Term") following the "Launch Date" (as defined herein) and thereafter will automatically renew for consecutive one (1) year terms unless written notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.
- b. As used herein, "Launch Date" shall mean the date on which PRC completes the first auction of Owner Property.
- c. This Agreement may be terminated if there is a breach by either party of any obligation, representation or warranty contained in this Agreement, upon thirty (30) days prior written notice to the other party unless the breach is cured within the thirty (30) day period, provided, however, if the breach is not capable of being cured within thirty (30) days, the breaching party will have a reasonable amount of time to cure the breach if it begins to cure during the thirty (30) day period and proceeds diligently thereafter. The written notice will specify the precise nature of the breach.
- d. The rights of the parties to terminate this Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. The exercise of any such right or remedy will not preclude the exercise of any other rights and remedies.
- e. Notwithstanding any termination by either party of this Agreement, PRC will continue to remit amounts due to Owner under this Agreement in connection with any sales made before the effective date of the termination. At the time of termination, any unsold inventory shall continue to be auctioned by PRC or returned to Owner, at Owner's election and cost.

#### 5. Allocation of Sales Proceeds.

##### a. Portable Property Items

- (1) **Sales Price.** The total amount paid by Buyer shall be called the "Sales Price." The Sales Price shall include the winning bid amount (the "Winning Bid") and all costs, shipping and handling charges, taxes, and insurance costs associated with the transaction and paid by Buyer.
- (2) **The Split.** For each item of Property, Owner will be credited with 50% of the first \$1,000 of the Winning Bid and 75% of the Winning Bid portion, if any, that exceeds \$1,000. From this amount, the Owner's pro rata share of transaction fees (the "Processing Costs"), if any, will be deducted.
- (3) **Processing Costs.** Credit card processing costs ("Credit Card Cost") and affiliate processing fees (the "Affiliate Fees," which include commissions and processing costs paid to third parties IF they sent the winning bidder to the website), will be borne by Owner and PRC in proportion to the percentage of the revenue credited to the parties for each underlying transaction.
- (4) **Net Proceeds.** Amounts received by the Owner will be called "Owner's Net Proceeds".

**Portable Item Example.** The following example illustrates allocation of proceeds from a Portable Property Item sale. Assume an item of Property sells at auction for a \$100 Winning Bid; the Buyer pays shipping and handling of \$10, insurance of \$2, and sales tax of \$6. The Buyer pays the Sales Price of \$118.00 (\$100 + \$10 + \$2 + \$6) by credit card, and the Credit Card Cost is 3% of the Sales Price or \$3.54 (0.03 x \$118) and the Affiliate Fee is 4.8% or \$4.80 (0.048 x \$100). The Owner and PRC each share 50% of the

**PROPERTY DISPOSITION SERVICES AGREEMENT**

underlying Winning Bid, therefore Credit Card Costs and Affiliate Fees are also shared equally, \$1.77 each ( $\$3.54 \div 2$ ) for Credit Cost and \$2.40 each ( $\$4.80 \div 2$ ) for Affiliate Fees. The Owner's Net Proceeds are \$45.83 ( $\$50.00$  less \$4.17). Note: less than 1 out of 10 transactions include Affiliate Fees.

- (5) **Fuel Surcharge.** The Company does NOT charge pick-up fees. Instead, a fuel surcharge applies per Portable Item manifest when diesel prices rise above a specific level as shown in the Fuel Surcharge Schedule below. The Company benchmarks average diesel retail prices as published online by the Energy Information Administration of the US Department of Energy and resets its fuel surcharge quarterly based on pricing from the prior quarter. Fuel surcharges, if any, deduct from monthly Owner's Net Proceeds.

*Fuel Surcharge Schedule*

Retail Diesel (per gal)	Fuel Surcharge*
Less than \$2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20
\$ 4.00 to \$ 4.49	\$ 49.60
\$ 4.50 to \$ 4.99	\$ 62.00
\$ 5.00 to \$ 5.49**	\$ 74.40

\* Divides across locations and/or sub-accounts picked-up same day  
 \*\* Table continues upward at same rate

- (6) To the extent that Property is not sold by Auction and PRC disposes of Property in a commercially reasonable manner (see "Method of Selling Property" section), including, but not limited to, sending to a charity, recycling center, landfill, or scrap metal processor, Owner understands and agrees to the following.
- (a) When Property is not sold by Auction, PRC disposition activities create additional PRC processing costs (the "Disposal Costs") and potentially a disposition Sales Price (the "Disposition Proceeds").
  - (b) Disposal Costs include, but are not limited to, labor cost of reloading Property onto a truck, labor and vehicle costs associated with transporting Property for disposition, and third-party fees, such as landfill, recycling, and hazardous material disposal fees.
  - (c) Disposition Proceeds include, but are not limited to, a Sales Price obtained for scrap metal.
  - (d) PRC will bear the burden of Disposal Costs.
  - (e) PRC will retain Disposition Proceeds, if any, as an offset to Disposal Costs, except if Disposition Proceeds for an item of Owner Property exceed \$250, in which case PRC will credit Owner a portion of Disposition Proceeds per "The Split" and "Example" above.
- b. **Large- Items.**
- (1) **Sales Price, Processing Costs and Net Proceeds.** Calculated in a manner directly analogous to Portable Items.
  - (2) **The Split.** For each Large-Item of Property, Owner will be credited with a percent of the Winning Bid which varies according to the Large-Item service option employed.
    - (a) **Gold.** Owner will be credited with 95% of the Winning Bid and from this amount, the Owner's pro rata share of the Processing Costs, if any, will be deducted. PRC will charge Buyer a 15% Buyer's Premium.
    - (b) **Platinum.** Owner will be credited with 70% of the Winning Bid less any title pass-through fees from PRC partner.

**Large-Item Example.** Assume a Large-Item sells at auction for a Winning Bid of \$1,000.00, and with no shipping or handling charges yields a \$1,000.00 Sales Price. For the Gold options, PRC collects and retains a 15% Buyer's Premium, \$150.00 ( $0.15 \times \$1,000$ ), from Buyer. With regard to collecting the Sales Price and sharing proceeds, the approach differs by option:

**Gold.** PRC completes the sale by collecting the \$1,000.00 Sales Price from Buyer. The underlying Winning Bid is shared 95% by Owner, \$950 ( $0.95 \times \$1,000$ ) and 5% by PRC, therefore

## PROPERTY DISPOSITION SERVICES AGREEMENT

a 3% (\$30.00) Credit Card Cost is split 95% by Owner, \$28.50 (0.95 x \$30) and 5% by PRC, \$1.50 (0.05 x \$30). The Owner's Net Proceeds are \$921.50 (\$950.00 less \$28.50).  
**Platinum.** PRC complete the sale as described in Gold, but with a 70-30 Split and with a deduction of any title acquisition pass-through fees.

6. **Payment Terms.** Once every month, PRC will pay to Owner the amount of Owner's Net Proceeds payable for completed sales during the preceding month. Sales are deemed completed when all items comprising a line item on the original manifest or other list of Property are sold. With each payment of Owner's Net Proceeds, PRC will make available to Owner a detailed report setting forth the following information for the immediately preceding month:
  - a. The completed sales during the prior month, including the total amount of related proceeds collected, Owner and PRC share of Processing Costs, and the Owners Net Proceeds;
  - b. Other dispositions of Property during the month; and
  - c. The Property, if any, inventoried by PRC at the end of the month.
7. **PropertyRoom's Obligations Concerning Property in Its Possession.** With respect to Property in PRC's possession:
  - a. PRC will exercise due care in the handling and storage of any Property;
  - b. PRC shall keep the Property free of liens, security interests, and encumbrances, and shall pay when due all fees and charges with respect to the Property;
  - c. PRC shall sign and deliver to Owner any UCC-1 financing statements or other documents reasonably requested by Owner; and
  - d. PRC shall obtain and maintain insurance in an amount (determined by PRC) not less than the replacement value of Property in its possession. The insurance will cover the Property against fire, theft, and extended coverage risks ordinarily included in similar policies. PRC shall give Owner a certificate or a copy of each of the above upon Owner's request.
8. **Owner Obligations.** Owner will use its best efforts to provide to PRC such Property as becomes available for sale to the public. Owner will complete paperwork reasonably necessary to convey custodial possession of the item of Property to PRC, including a written manifest or list that describes the item of Property in sufficient detail for identification. Owner agrees that it will not provide Property that is illegal or hazardous, including but not limited to explosives, firearms, counterfeit or unauthorized copyrighted material ("knock-offs"), poisons or pharmaceuticals. In addition, to help comply with public notification statutes as well as to support internet traffic flow to the PRC auction website, Owner agrees to place a permanent clickable link (the "Link") to [www.PropertyRoom.com](http://www.PropertyRoom.com) on one or more Owner websites. PRC will supply Link technical requirements, text and images to Owner.
9. **Restrictions on Bidding.** PRC and its employees and agents may not directly or indirectly bid for or purchase auctioned Property on the PRC web site.
10. **Representations and Warranties of Owner.** Owner hereby represents, warrants and covenants as follows:
  - a. Property delivered to PRC is available for sale to the general public without any restrictions or conditions whatever; and
  - b. Owner has taken all required actions under applicable law that are conditions precedent to Owner's right to transfer title to the Property to Buyers (the "Conditions Precedent").
11. **Books and Records.** PRC will keep complete and accurate books of account, records, and other documents with respect to this Agreement (the "Books and Records") for at least three (3) years following expiration or termination of this Agreement. Upon reasonable notice, the Books and Records will be available for inspection by Owner, at Owner's expense, at the location where the Books and Records are regularly maintained, during normal business hours.
12. **Indemnification.** Subject to the limitations specified in this Indemnification section of this Agreement, each party will indemnify, hold harmless and defend the other party and its agents and employees from and against any and all losses, claims, damages, liabilities, whether joint or several, expenses (including reasonable legal

## PROPERTY DISPOSITION SERVICES AGREEMENT

fees and expenses), judgments, fines and other amounts paid in settlement, incurred or suffered by any such person or entity arising out of or in connection with:

- a. the inaccuracy of any representation or warranty made by the party hereunder,
- b. any breach of this Agreement by the party, or
- c. any negligent act or omission by the party or its employees or agents in connection with the performance by the party or its employees or agents of obligations hereunder, provided the negligent act or omission was not done or omitted at the direction of the other party.

13. **Limitations on Liability.** UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM BREACH OF THE AGREEMENT, THE SALE OF PROPERTY, OR ARISING FROM ANY OTHER PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS (COLLECTIVELY, "DISCLAIMED DAMAGES"); PROVIDED THAT EACH PARTY WILL REMAIN LIABLE TO THE OTHER PARTY TO THE EXTENT ANY DISCLAIMED DAMAGES ARE CLAIMED BY A THIRD PARTY AND ARE SUBJECT TO INDEMNIFICATION PURSUANT TO SECTION 12. LIABILITY ARISING UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES. THE MAXIMUM LIABILITY OF ONE PARTY TO THE OTHER PARTY FOR ANY CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNT OF PAYMENT OBLIGATIONS OWED TO THE OTHER PARTY HEREUNDER IN THE YEAR IN WHICH LIABILITY ACCRUES; PROVIDED THAT EACH PARTY WILL REMAIN LIABLE FOR THE AGGREGATE AMOUNT OF ANY PAYMENT OBLIGATIONS OWED TO THE OTHER PARTY PURSUANT TO THE AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, OWNER'S LIABILITY IS NOT LIMITED UNDER THIS AGREEMENT WITH RESPECT TO LIABILITY ARISING FROM OWNERS FAILURE TO SATISFY TIMELY ALL CONDITIONS PRECEDENT.
14. **Assignment.** This Agreement may not be assigned, in whole or in part, by either of the parties without the prior written consent of the other party (which consent may not be unreasonably withheld or delayed). Notwithstanding the foregoing, an assignment of this Agreement by either party to any subsidiary or affiliate or a third party acquisition of all or substantially all of the assets of such party will not require the consent of the other party, so long as such subsidiary, affiliate or acquiring entity assumes all of such party's obligations under this Agreement. No delegation by PRC of any of its duties hereunder will be deemed an assignment of this Agreement, nor will any change in control nor any assignment by operation of law by either party. Subject to the restrictions contained in this section, the terms and conditions of this Agreement will bind and inure to the benefit of each of the respective successors and assigns of the parties hereto.
15. **Notices.** Any notice or other communication given under this Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided on the signature page of the Agreement. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least ten (10) days written notice to the other party.
16. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
17. **Complete Agreement.** This Agreement and any related documents delivered concurrently herewith, contain the complete agreement between the parties relating to the subject of this Agreement and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may be related to the subject matter hereof in any way.
18. **Attorneys' Fees and Legal Expenses.** If any proceeding or action is brought to recover any amount under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the terms, covenants, or

## PROPERTY DISPOSITION SERVICES AGREEMENT

conditions of this Agreement, the prevailing party will be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which will be fixed by the court, and will be made a part of any judgment rendered.

19. **Further Assurances.** PRC and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, services and activities contemplated by this Agreement and to account for and document those activities.
20. **Governing Law.** The internal law, and not the law of conflicts, of the state in which the Owner is located will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the parties waive any right to object to the venue.
21. **Relationship of the Parties.** The relationship created hereunder between Owner and PRC will be solely that of independent contractors entering into an agreement. No representations or assertions will be made or actions taken by either party that could imply or establish any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this Agreement. Except as expressly provided in this Agreement, neither party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity. Whenever PRC is given discretion in this Agreement, PRC may exercise that discretion solely in any manner PRC deems appropriate.
22. **Force Majeure.** Neither party will be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources will not be deemed a cause beyond a party's control. Each party will notify the other party promptly of the occurrence of any Force Majeure and carry out this Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of this Agreement.
23. **Counterparts.** This Agreement may be signed in any number of counterparts.

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: March 17, 2015  
City Manager: 

**PREPARED BY:** Ana Gutierrez, Labor Compliance / Contracts Officer

**PRESENTED BY:** Yazmin Arellano, Public Works Director

**SUBJECT:** Project No. 2015-12 Purchase and Installation of 4 Air Conditioner Units at the Lions Center, Water Plant and Library

**CITY MANAGER RECOMMENDATION:** Award contract to Becerril Air Solutions for Project No. 2015-12 Purchase and Installation of 4 Air Conditioner Units in the amount of \$38,040.00, authorize a 15% contingency in the amount of \$5,706.00, and authorize the City Manager to execute all documentation in relation to this project.

**DISCUSSION:** On February 27, 2015, the City of Brawley Engineering Division advertised Project No. 2015-12 Purchase and Installation of 4 Air Conditioner Units. The project will replace four ailing units as described below:

- Two 15-ton units at the Lions Center (225 A St.)
- One 5-ton unit at the Water Plant (760 Willard Ave.)
- One 5-ton unit at the Library (400 Main St.)

On March 12, 2015, 4 bids were received as follows:

Becerril Air Solutions Imperial, CA	\$38,040.00
Arctic Air Conditioning & Heating Inc. El Centro, CA	\$39,677.00
H-Services El Centro, CA	\$52,000.00
Locke Air Conditioning & Custom Sheet Metal, Inc. El Centro, CA	\$59,600.00

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

<b>FISCAL IMPACT:</b>	Base Bid	\$38,040.00
	<u>15% Contingency</u>	<u>\$5,706.00</u>
	Total	\$43,746.00

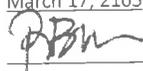
Air Conditioner Units for the Library and Lions Center - FY 2014/2015  
Maintenance Fund, Capital Equipment

Air Conditioner Unit for Water Plant – FY 2014/2015 Water Fund, Capital  
Equipment

**ATTACHMENTS:** Bid Summary



**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: March 17, 2105  
City Manager: 

**PREPARED BY:** Pete Sanchez, Equipment Maintenance Supervisor

**PRESENTED BY:** Yazmin Arellano, Public Works Director

**SUBJECT:** Purchase of a 2016 International Water Truck

**CITY MANAGER RECOMMENDATION:** Approve the purchase of a 2016 International Water Truck in the amount of \$137,041.20, utilizing the National Joint Powers Alliance (NJPA) Purchasing Contract #102811 and authorize the City Manager to execute all documentation in relation to this acquisition.

**DISCUSSION:** The NJPA, on an annual or biannual basis, procures various types of equipment and supplies for members of the organization. As a public agency, the City of Brawley has a membership with NJPA. This contract provides the City of Brawley with an opportunity to purchase different types of equipment that have already gone through a procurement process.

The City of Brawley Streets and Utilities Division is requesting the purchase of 2016 International/Klein 3000 gallon water truck, using the National Joint Powers Alliance (NJPA) Purchasing Contract #102811 from National Auto Fleet Group in the amount of \$137,041.20. The 2016 Water Truck will replace the existing 1995 Ford L8000 Water Truck.

The current water tank is deteriorating from the inside. Because of its age, it takes longer to locate certain replacement parts for the 1995 Ford Chassis. The current water truck is used for dust control in various sections of the City and is used to provide a back up water supply during emergencies.

The Streets and Utilities Division FY 14/15 budget includes the purchase of a Water Truck for \$180,000.00.

**FISCAL IMPACT:** \$137,041.20 from Maintenance, Capital Equipment (601-803.000-800.400)

**ATTACHMENTS:** National Auto Fleet Group Quote  
National Joint Powers Alliance Contract (NJPA) #102811



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076  
(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax  
Fleet@NationalAutoFleetGroup.com

2/23/2015

Mr. Pete Sanchez  
City of Brawley  
400 West Main Street  
Brawley, CA 9227

Dear Mr. Sanchez.

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.  
**One (1) New/Unused (2016 International 7400 6x4 (SF625) with 3,000 Gallon Water Tank by Klein)** delivered to your department yard by Mr. Andolsek with International, each for

(1) One Unit		
Sub Total	\$	126,890.00
Tax (8.00%)	\$	10,151.20
Total	\$	137,041.20

-per the attached specifications.

This vehicle(s) is available under the **National Joint Powers Alliance Bid Number 102811**.  
Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
National Fleet Manager  
Office (855) 289-6572  
Fax (831) 480-8497



**Prepared For:**  
City of Brawley  
City Clerk  
400 West Main Street  
Brawley, CA 92227  
(760)344 - 9222  
Reference ID: N/A

**Presented By:**  
DION INTERNATIONAL TRUCKS, LLC  
dennis.andolsek  
5255 Federal Blvd.  
San Diego CA 92105 -  
(619)263-2251

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Model Profile**  
**2016 7400 SBA 6X4 (SF625)**

<b>APPLICATION:</b>	Water Truck
<b>MISSION:</b>	Requested GVWR: 58000, Calc. GVWR: 54000 Calc. Start / Grade Ability: 20.28% / 1.67% @ 55 MPH Calc. Geared Speed: 77.3 MPH
<b>DIMENSION:</b>	Wheelbase: 171.00, CA: 103.90, Axle to Frame: 93.00
<b>ENGINE, DIESEL:</b>	{Navistar N9} EPA 10, SCR, 315 HP @ 2000 RPM, 950 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 315 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive, On/Off Hwy. Includes Oil Level Sensor, With PTO Provision, Less Retarder. With 80,000-lb GVW & GCW Max.
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-14-143A} Wide Track I-Beam Type, 14,000-lb Capacity
<b>AXLE, REAR, TANDEM:</b>	{Meritor MT-40-14X-4DCR-P} Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends, Lube Pump, With Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle Gear Ratio: 4.63
<b>CAB:</b>	Conventional
<b>TIRE, FRONT:</b>	(2) 31.5/80R22.5 UNISTEEL G291 (GOODYEAR) 491 rev/mile, load range J, 18 ply
<b>TIRE, REAR:</b>	(8) 11R22.5 G572A LHD FUEL MAX (GOODYEAR) 492 rev/mile, load range H, 16 ply
<b>SUSPENSION, REAR, TANDEM:</b>	{Hendrickson HMX-400-52} Walking Beam Type 52" Axle Spacing; 40,000-lb Capacity, With Rubber End Bushings, Transverse Torque Rods, Less Shock Absorbers
<b>FRAME REINFORCEMENT:</b>	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312" (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
<b>PAINT:</b>	Cab schematic 100GN Location 1: 9219 Winter White (Std) Chassis schematic N/A

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
Base Chassis, Model 7400 SBA 6X4 with 171.00 Wheelbase, 103.90 CA and 93.00 Axle to Frame	7675/8511	14186
TOW HOOK, FRONT (2) Frame Mounted	3/0	8
FRAME RAILS Heat Treated Alloy Steel (120 000 PSI Yield), 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL	-8/210	202
FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120 000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm), 480.0" (12192mm) Maximum OAL	323/621	944
BUMPER, FRONT Steel, Swept Back	0/0	0
BUMPER EXTENSION, FRONT 4.0"	20/0	20
WHEELBASE RANGE 169" (430cm) Through and including 219" (555cm)	0/0	0
AXLE, FRONT NON-DRIVING (Meritor MFS-14-143A) Wide Track, I-Beam Type, 14 000-lb Capacity	58/0	58
SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf, 14,000-lb Capacity; With Shock Absorbers	28/0	28
BRAKE SYSTEM AIR Dual System for Straight Truck Applications	0/0	0
AIR BRAKE ABS (Bendix AntiLock Brake System) Full Vehicle Wheel Control System (4-Channel)	0/0	0
AIR DRYER (Meritor Wabco System Saver 1200) with Heater	10/8	18
BRAKE CHAMBERS, FRONT AXLE (Haldex) 20 SqIn	0/0	0
BRAKE CHAMBERS, REAR AXLE (Haldex GC3030LHDHO) 30/30 Spring Brake	0/0	0
BRAKES, FRONT, AIR CAM S-Cam, 16.5" x 5.0", Includes 20 Sq. in. Long Stroke Brake Chambers	0/0	0
BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq. in. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/0	0
AIR COMPRESSOR (Bendix Tu-Flo 550) 13.2 CFM Capacity	0/0	0
AIR DRYER LOCATION Mounted Outside Left Rail 25" BOC	0/0	0
DRAIN VALVE (3) Manual; With Pull Chains for Air Tanks	3/0	3
STEERING COLUMN Tiltting	10/0	10
STEERING WHEEL 2-Spoke, 18" Diam., Black	0/0	0
STEERING GEAR (Sheppard M-100) Power	0/0	0
EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	121/-18	103
TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust	0/0	0
EXHAUST HEIGHT 10' 11"	2/0	2
SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF	2/0	2
ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
HORN, ELECTRIC (2) Disc Style	1/0	1
ALTERNATOR (Lacce-Neville AV1160P2013) Brush Type, 12 Volt 150 Amp Capacity, Pad Mount, With Remote Sense	0/0	0

<u>Description</u>	<u>E/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame. Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
BATTERY SYSTEM (International) Maintenance-Free, (2) 12-Volt 1850CCA Total	5/1	6
RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers	1/0	1
BACK-UP ALARM Electric, 102 dBA	0/3	3
BATTERY BOX Steel With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity Mounted Right Side Back of Cab	28/8	20
HORN, AIR Black, Single Trumpet, Air Solenoid Operated	0/0	0
CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
STARTING MOTOR (Delco Remy 38MT Type 300) 12 Volt, less Thermal Over-Crank Protection	0/0	0
INDICATOR, LOW COOLANT LEVEL With Audible Alarm	0/0	0
TURN SIGNALS, FRONT LED, Includes LED Side Marker Lights Mounted on Fender	0/0	0
INSULATION, UNDER HOOD for Sound Abatement	10/0	10
GRILLE Stationary, Chrome	0/0	0
INSULATION, SPLASH PANELS for Sound Abatement	2/0	2
BUG SCREEN Front End; Mounted Behind Grille	5/0	5
FRONT END Tilting, Fiberglass, With Three Piece Construction for 2007 & 2010 Emissions	0/0	0
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
CLUTCH Omit Item (Clutch & Control)	80/-15	-75
ENGINE, DIESEL (Navistar N9) EPA 10, SCR, 315 HP @ 2000 RPM, 950 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 315 Peak HP (Max)	0/0	0
FAN DRIVE (Horton Drivemaster Polar Extreme) Direct Drive Type, Two Speed, With Residual Torque Device for Disengaged Fan Speed	0/0	0
RADIATOR Aluminum, Cross Flow, Series System; 1228 SqIn Core and 648 SqIn Charge Air Cooler	0/0	0
FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2015, N9 & N10 Engines	0/0	0
AIR CLEANER Dual Element, With Integral Pre Cleaner	12/0	12
THROTTLE, HAND CONTROL Engine Speed Control, Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxForce and Navistar post 2007 Emissions Electronic Engines	0/0	0
EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations, Includes "Certified Clean Idle" Decal on Hood	0/0	0
TRANSMISSION, AUTOMATIC (Allison 3500_RDS_P) 5th Generation Controls, Wide Ratio, 5-Speed, With Overdrive, On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max	191/58	249
OIL COOLER, AUTO TRANSMISSION (Modine) Water to Oil, for Allison or CEEMAT Transmission	25/0	25
TRANSMISSION SHIFT CONTROL (Allison) Push-Button Type, for Allison 3000 & 4000 Series Transmission	0/0	0

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
TRANSMISSION OIL Synthetic, 29 thru 42 Pints	0/0	0
ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks Construction	3/0	0
SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions 5th Generation Controls Performance Programming	0/0	0
PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring	3/0	3
AXLE, REAR, TANDEM (Meritor MT-40-14X-4DCR-P) Single Reduction, 0.433" (11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends, Lube Pump, With Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle Gear Ratio 4.63	0/30	30
SUSPENSION, REAR, TANDEM (Hendrickson HMX-400-52) Working Beam Type 52" Axle Spacing; 40,000-lb Capacity, With Rubber End Bushings, Transverse Torque Rods Less Shock Absorbers	-17/175	-176
AXLE, REAR, LUBE (EmGard FE-75W-90) Synthetic Oil, 50 thru 64.99 Pints	0/0	0
FUELWATER SEPARATOR with Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor	5/0	5
LOCATION FUELWATER SEPARATOR Mounted Outside Left Rail 34" Back of Cab	0/0	0
FUEL TANK Top Draw, D Style, Non Polished Aluminum, 19" Deep, 70 U.S. Gal. 265 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab	17/5	22
DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
CAB Conventional	0/0	0
GAUGE CLUSTER English With English Electronic Speedometer	0/0	0
IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
GAUGE, DEF FLUID LEVEL	0/0	0
SEAT, DRIVER (National 2000) Air Suspension, High Back With Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust	-1/0	-1
SEAT, PASSENGER (National) Non Suspension, High Back With Integral Headrest, Cloth, With Fixed Back, With Under Seat Storage	27/14	41
MIRRORS (2) (Lang Mekra) Rectangular 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Black Heads, Brackets and Arms	-5/0	-5
AIR CONDITIONER (Blend-Air) With Integral Heater & Defroster	43/4	47
INSTRUMENT PANEL Center Section, Flat Panel	0/0	0
HVAC FRESH AIR FILTER	0/0	0
STORAGE POCKET DOOR Molded Plastic, Full Width, Mounted on Passenger Door	0/0	0
CAB INTERIOR TRIM Deluxe	0/0	0
CAB REAR SUSPENSION Air Bag Type	0/0	0
WHEELS, FRONT DISC; 22.5" Painted Steel, 5-Hand Hole, 10-Stud (285 75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 9.00 DC Rims; With 500" Thick Disc, Non-Standard Offset and Steel Hubs	58/0	58
WHEELS, REAR (Accuride) DUAL DISC; 22.5" Painted Steel, 5-Hand Hole, 10-Stud (285 75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With 472" Thick Increased Capacity Disc and Steel Hubs	0/12	12
PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; With Vendor Applied White Powder Coat Paint	0/0	0

**INTERNATIONAL®**

Vehicle Specifications  
2016 7400 SBA 6X4 (SF625)

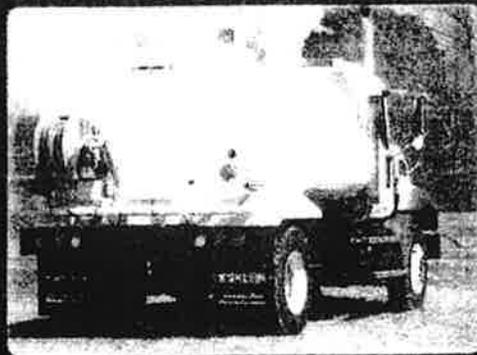
February 19, 2015

<u>Description</u>	<u>E/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
PAINT IDENTITY REAR WHEELS Disc Rear Wheels, With Vendor Applied White Powder Coat Paint	0/0	0
WHEEL BEARING, FRONT, LUBE (EmGard FE-75W-90) Synthetic Oil	0/0	0
(8) TIRE, REAR 11R22.5 G572A LHD FUEL MAX (GOODYEAR) 492 rev/mile, load range H, 16 ply	0/112	112
(2) TIRE, FRONT 315/80R22.5 UNISTEEL G291 (GOODYEAR) 491 rev/mile, load range J, 18 ply	22/0	22
Cab schematic f00GN Location 1 9219, Winter White (Std)		
Chassis schematic N/A		
<b>Services Section:</b>		
WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2015 or Later, CTS-2002U	0/0	0
<b>Total Component Weight:</b>	<b>8586/7389</b>	<b>15975</b>
3,000 Gallon Klein Water Tank Body with Options	0/0	0
<b>Total Body Allied:</b>	<b>0/0</b>	<b>0</b>
2 Months Flooring Interest Cost	0/0	0
<b>Total Goods Purchased:</b>	<b>0/0</b>	<b>0</b>

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.



# Klein



K400 INSTALLED ON INTERNATIONAL CHASSIS

## **KLEIN PRODUCTS, INC**

PO BOX 3700 | Ontario, CA | USA 91761 | 909.460.4546  
PO BOX 2066 | Jacksonville, TX | USA 75768 | 903.589.4546



# Klein

Mr. Dennis Andolsek  
Dion International  
5255 Federal Blvd  
San Diego, CA 92605

Date February 16, 2015  
Quote Number 15035  
Phone 619-263-2251  
Fax  
Email [dandolsek@diinternational.com](mailto:dandolsek@diinternational.com)

Thank you for your inquiry, we are pleased to quote the following:

1 Each. K-300 3,000 U.S gallon capacity Klein tank completely installed and tested on customer supplied tandem axle cab and chassis as follows:

Note: Chassis must have proper measurements and vehicle rating for intended body

**CAB AND CHASSIS SPECIFICATIONS MINIMUM RECOMMENDATIONS**

Year/Make	New International	Rear Axle Rating	40K
Model	6x4 7400	CT (Back of Cab)	
Transmission	Allison	muffler to middle	
Front Axle Rating	14K	of rear axles	101"
Brakes (air or hyd)	Air		
Exhaust location	Clear CT	Max Governed RPM	Confirm
Wheelbase measurement	168"	Engine Type	Diesel

Note: Above information must be filled in by customer prior to start of fabrication:

**STANDARD EQUIPMENT INCLUDED IN BASIC TANK PRICE:**

- \* Low profile, **Patented "Trapezoid"** tank design constructed of heavy gauge prime steel
- \* Flanged tank heads for superior tank construction and durability
- \* Precision flow control baffling and load stabilization system
- \* Two (2) transverse and one (1) longitudinal baffle
- \* Pipe tank stiffener for added strength
- \* Heavy duty tank sub-frame pan
- \* Double plated tank bottom at sub-frame tank skin intersection
- \* Rear access ladder, heavy duty design w/ non-slip rungs
- \* 30" round man hole
- \* Tank skins and tank heads welded 100% inside and outside of tank assembly
- \* 2" tank drain with plug
- \* Exterior of tank assembly sandblasted, cleaned, primer and painted one standard color
- \* 2 1/2" hydrant fill line with legal air gap
- \* Fenders, tank integrated type, not bolt on type mud flaps (4) included
- \* Lighting group, Marker, stop, turn and I.D wire loom included
- \* Flexible, heavy duty mounting hardware includes springs, GD 8 hardware, brackets and 1" x 3" 80 duro body mount cushion
- \* Bumper, stinger type w/ storage area with hinged lid



# Klein

Date: February 16, 2015

Quote: 15035

Page 2 of 3

**PUMP SYSTEM FEATURES INCLUDE:**

- \* Klein KP3FL 900 GPM, 70 PSI Max. capacity centrifugal pump. Includes mechanical shaft seal, stress proof shaft and removable suction head
- \* P.T.O driven from transmission mounted P.T.O P.T.O shall be Chelsea or Muncie brand, air shift, geared to appropriate speed for Truck/PTO/Pump combination
- \* Inlet pipe includes anti-vortex cross and trash screen. Installed with flexible or Dresser type coupling insuring easy pump maintenance
- \* Pressure manifold installed using flexible or Dresser type coupling insuring easy pump maintenance

**DISCHARGE SPRAY FEATURES INCLUDE:**

- \* Front spray bar shall include two (2) adjustable fan type spray heads with individual cab controls
- \* Rear spray bar shall include two (2) adjustable fan type spray heads with individual cab controls
- \* Driver side spray w/ Klein jet spray head and in cab controls

**NET PRICE** ..... \$ **29,645.11**

**F.E.T (12% OF TANK ONLY)**..... **EXEMPT**

**NET PRICE:**

**OPTIONS PRICED SEPARATELY:**

- |   |   |             |
|---|---|-------------|
| 1) Suction loading with self priming reservoir and hoses (2) 10' sections of hose with storage tubes                            | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | INCLUDED    |
| 2) Hose reel with 50' x 1 1/2" hose and nozzle  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | INCLUDED    |
| 3) Tank mounted electric operated remote controlled water cannon with in cab controls   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | \$ 6,184.67 |
| 4) Interior coated with KPCCoat   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | INCLUDED    |
| 5) Sight glasses front and rear   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | INCLUDED    |
| 6) "KleinView" Safety operations rear view camera includes in cab display screen. Allows operator clear safe view while backing | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | \$ 955.72   |
| 7) Low point drains on all plumbing and pump for cold weathers  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | INCLUDED    |
| 8) Additional side spray with in cab controls   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | INCLUDED    |
| 9) High powered rotating beacons front and rear of tank   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | INCLUDED    |
| 10) Maximum sized tool box for storage on passenger side  | <input type="checkbox"/> Yes <input type="checkbox"/> No            | \$ 815.00   |



## NJPA VENDOR CONTRACT SUMMARY – NATIONAL AUTO FLEET GROUP

<b>DATE</b> October 23, 2011	<b>RFP #</b> 102811
<b>AWARDED CONTRACT NUMBER</b>  <b>102811-NAF</b>	<b>NJPA RFP TITLE &amp; CATEGORY</b> Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks with Related Accessories
<b>CONTRACT PERIOD</b> January 17, 2012 through January 17, 2016	<b>PRICING MODEL</b> Net Pricing
<b>DESCRIPTION</b> Offers over 1400 different models of passenger cars and light, medium and heavy duty trucks from Chevrolet, Ford, Nissan, Honda, Toyota, Mack, Peterbilt, International, Freightliner, Volvo and Kenworth.	
<b>VENDOR NAME AND ADDRESS</b> National Auto Fleet Group 490 Auto Center Drive Watsonville CA 95076	<b>VENDOR CONTACT</b> Jesse Cooper 855-289-6572 <a href="mailto:jcooper@nationalautofleetgroup.com">jcooper@nationalautofleetgroup.com</a>

<b>NJPA CONTRACTS CONSIST OF THE FOLLOWING DOCUMENTS</b> Section 2.4“Contract” as used herein shall mean cumulative documentation consisting of the RFP, and entire Bidder’s Response, and fully executed “Acceptance and Award”. <ul style="list-style-type: none"><li>• <u>Request for Proposal (RFP)</u></li><li>• <u>Bid Acceptance &amp; Award</u></li><li>• Bidder's Response and Pricing - Available upon request from the NJPA Contract Manager</li></ul>	<b>RELATED CONTRACT DOCUMENTATION</b> <ul style="list-style-type: none"><li>• <u>AFFIDAVIT OF ADVERTISEMENT</u></li><li>• <u>BID OPENING WITNESS PAGE</u></li><li>• <u>BID EVALUATION</u></li><li>• <u>BID COMMENT &amp; REVIEW</u></li><li>• <u>BOARD MINUTES</u></li></ul>
<b>DOCUMENTATION OF CONTRACT MAINTENANCE</b>	<b>ADDITIONAL INFORMATION:</b> <ul style="list-style-type: none"><li>• <u>National Auto Fleet Group Contract Award Announcement</u></li></ul>

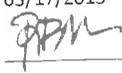
### NJPA INFORMATION

<b>NJPA CONTACT</b> Tom Perttula	<b>TITLE</b> Contract Manager
<b>PHONE</b> 218-895-4115	<b>EMAIL</b> <a href="mailto:Tom.Perttula@njpacoop.org">Tom.Perttula@njpacoop.org</a>
<b>ADDRESS</b> 202 12th Street NE, P.O. Box 219, Staples, MN 56479	<b>WEBSITE</b> <a href="http://www.njpacoop.org">www.njpacoop.org</a>

**National Joint Powers Alliance<sup>®</sup>**

**Contract Purchasing Department**

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: 03/17/2015  
City Manager: 

**PREPARED BY:** Ruby D. Walla, Finance Director

**PRESENTED BY:** Ruby D. Walla, Finance Director

**SUBJECT:** Business License Fee for Vendors at City Sanctioned Events

**CITY MANAGER RECOMMENDATION:** Review and approval of Ordinance No. 2015-, Establishing a Business License Fee for Vendors at City Sanctioned Events.

**DISCUSSION:** Staff and City Attorney briefed City Council in September 2014, regarding a request from the Brawley Chamber of Commerce on the current Peddlers business license fee assessed on Farmers Market vendors. The request was a proposal to establish a Brawley event permit with a suggested fee of \$35 per year versus the current requirement of \$35 per day. The proposal was defined to “allow vendors to sell at city-sanctioned events – Farmers Markets, Cattle Call, car shows, and sports tournaments – anything on city property which will feature temporary vendor booths.”

This request arose after the Brawley Chamber of Commerce kicked off its first series of Farmers Markets in 2013/2014. Vendor feedback noted concerns with the applicable business license fee of \$35 per day for participation in Farmers Markets. It was stated that the daily fee of \$35 per day was a hefty fee when most vendors would end up paying more in business license fees than they would earn in any profits from sales at the Farmers Market.

Current practice and policy for licenses issued to Peddlers is in accordance with Brawley Municipal Code Section 16.86: Peddlers – of flags, toys, souvenirs, etc. City Ordinance states that “for every person engaged in or carrying on the business of a peddler of flags, banners, balloons, canes, horns, trumpets, musical or noise-making instruments of any kinds, toys, badges, buttons, shoestrings, hairpins, lead pencils, combs, souvenirs of any kinds or hot dogs, thirty five dollars per day.” A “Peddler” or “Solicitor” is defined as every person not having a regularly established place of business in the city, who goes from place to place, or from house to house, or from person to person, or has a stand on any public street.”

During discussion at the City Council meeting of September 16, 2014, City Council requested that this topic be taken to the recently formed Business Advisory Committee. On October 29, 2014, the Business Advisory Committee reviewed this topic and after lengthy detailed discussion, approved a recommendation to Brawley City Council. The Committee’s recommendation was to forward the recommendation of the Brawley Chamber of Commerce but exclude Cattle Call.

Taking into consideration City Council comments and the Business Advisory Committee’s recommendation, a legal services review was conducted by the City Attorney. An ordinance is presented that aims to capture the appropriate fee and types of vendors to be assessed such fee.

The attached Ordinance has been drafted for City Council's review and approval. The proposed language defines the types of events covered, the annual fee of \$35.00 and notes the exclusion of Cattle Call week. Cattle Call week vendors will continue under current policy per Section 16.86 at the rate of \$35 per day.

**FISCAL IMPACT:** General Fund – Business License fee revenue reduction of \$7,000 (based on 50 estimated Farmers Market vendors)

**ATTACHMENTS:** Ordinance No. 2015- : Ordinance of the City Council of the City of Brawley, California, Establishing A Business License Fee for Vendors at City Sanctioned Events

ORDINANCE NO. NO. 2015-

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA,  
ESTABLISHING A BUSINESS LICENSE FEE FOR VENDORS AT CITY  
SANCTIONED EVENTS.

THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, DOES HEREBY ORDAIN  
AS FOLLOWS:

**SECTION 1:** For every person that operates a stall, booth, table or stand at a farmers' market, craft show, street fair, car show, sports tournament (excluding Cattle Call events), or art walk, conducted within the City of Brawley on City of Brawley property and properly permitted by the City of Brawley that offers for sale food, beverages, produce, crafts, art, goods, or services shall pay a business license fee in the amount of \$35.00 per year.

**SECTION 2:** Farmers' markets, craft shows, or street fairs shall mean an event or series of events sanctioned by the City of Brawley wherein portions of a street or streets are closed to vehicular traffic for the purpose of permitting vendors to erect temporary stalls, booths, tables or stands for the purpose of offering goods and/or services for sale to the public. Farmers' markets and street fairs shall include but are not limited to Certified Farmers Markets that are operated in accordance with regulations established in the California Code of Regulations, Title 3, section 1392 et seq. on Direct Marketing.

**SECTION 3:** An art walk shall mean an event sanctioned and permitted by the City of Brawley whereby patrons are invited to walk from place to place within the City of Brawley for the purpose of patronizing permanent businesses as well as temporary stands or booths erected throughout the City on City property.

**SECTION 4:** Persons who operate a stall, booth, table or stand at a farmers' market, craft show, street fair, car show, sports tournament (excluding Cattle Call events), or art walk conducted within the City of Brawley for a purpose other than engaging in commerce, such as distributing information about political issues, service organizations or community services are exempt from the foregoing license requirement.

**SECTION 5.** The permit available under this section will not be valid for persons who desire to operate a stall, booth, table or stand at any event that is scheduled to last for more than two days.

**SECTION 6:** The permit available under this section will not be valid for persons who desire to operate a stall, booth, table or stand at any event held during the Cattle Call week. A stall, booth, table or stand operated at any event held during the Cattle Call week shall be licensed pursuant to Section 16.86.

**SECTION 7:** A permit purchased under this section shall be valid for any event covered under this section and shall be valid for the duration of the City of Brawley's fiscal year (July - June).

PASSED, ADOPTED AND APPROVED at a regular meeting of the City Council held on the 7th day of April, 2015.

CITY OF BRAWLEY, CALIFORNIA

George A. Nava, Mayor

ATTEST:

Alma Benavides, City Clerk

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

*1<sup>st</sup> Reading*

I, *Alma Benavides*, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2015- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 17th day of March 2015 and that it was so adopted by the following roll call vote: m/s/c/

- AYES:
- NAYES:
- ABSTAIN:
- ABSENT:

DATED: March 17, 2015

Alma Benavides, City Clerk

*2<sup>nd</sup> Reading & Adoption*

I, *Alma Benavides*, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2015- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 7th day of April 2015 and that it was so adopted by the following roll call vote: m/s/c/

- AYES:
- NAYES:
- ABSTAIN:
- ABSENT:

DATED: April 7, 2015

Alma Benavides, City Clerk

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: March 17, 2015

City Manager: 

**PREPARED BY:** Alma Benavides, City Clerk

**PRESENTED BY:** Rosanna Bayon Moore, City Manager

**SUBJECT:** Potential Increase in Membership of the Brawley Business Advisory Committee (BAC) from five (5) to seven (7) members.

**DISCUSSION:** At the request of Mayor George Nava, the City Council is being asked to consider the expansion of the Brawley Business Advisory Committee from (5) five to (7) seven members. The original concept of the BAC established a seven member entity. It was subsequently reduced to five members to spur formation.

Should the City Council wish to increase the opportunity for members of the business community to serve on the Business Advisory Committee, the City Council may expand the membership of the Committee by City Council Resolution.

**FISCAL IMPACT:** None

**ATTACHMENTS:** Resolution No. 2014-36: Resolution of the City Council of the City of Brawley, California, Creating a Business Advisory Committee.

Resolution No. 2015- : Resolution of the City Council of the City of Brawley, California Amending Resolution No. 2014-36, Increasing the Membership of the Business Advisory Committee to Seven Members.

RESOLUTION NO. 2014-36

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,  
CALIFORNIA CREATING A BUSINESS ADVISORY COMMITTEE.

THE CITY COUNCIL OF THE CITY OF BRAWLEY DOES HEREBY RESOLVE AS FOLLOWS:

1. Creation The Business Advisory Committee of the City of Brawley is hereby created.
2. Membership
  - a. The Committee shall consist of five members who shall be lawful residents of the City. All potential members shall submit an application. Appointment shall be made by a majority of the entire City Council.
  - b. In the absence of further action of the City Council regarding the time which this Committee shall remain in existence, the Committee members will serve an initial term through June 30, 2016. The City Council, by a majority vote of the entire membership of the Council, may remove a Committee Member from office with or without cause.
  - c. If a vacancy occurs, a Committee Member shall be appointed in the manner set forth in this section and shall serve the unexpired portion of the term.
  - d. The City Manager and the CEO, of the Brawley Chamber of Commerce will serve as ex-officio members.
3. Organization
  - a. The members of the Committee shall, at their first meeting following commencement of the terms of office of its members, nominate and elect a Chairperson and Vice Chairperson, who shall each serve for a term of one year. The Chairperson shall not be elected for more than two consecutive terms. The Chairperson shall preside over all meetings of the Committee. The Vice Chairperson shall preside over Committee meetings in the absence of the Chairperson.
  - b. With the consent of the City Council, the Committee may adopt rules and regulations for the transactions of its business.
  - c. The Brawley City Manager, or his or her designee, shall serve as the staff liaison to the Committee.
4. Duties
  - a. The Committee may make recommendations to the City Council with respect to matters concerning the City's Economic Development Program, policies and strategy.

- b. The Committee shall provide a forum for the exchange of ideas on business retention, expansion and new business development.
- c. At the direction of the City Council the committee may conduct research, make business contacts and otherwise support efforts to market the City of Brawley.
- d. The Committee shall have no power or authority to bind or obligate the City or any officer or department thereof for any money, debt, undertaking, or obligation of any kind in excess of the appropriation which the City Council may have made for the purposes of the Committee's operation in any fiscal year.
- e. It shall not be the role of the Committee to conduct investigations into individual complaints related to the service being provided by the City or any of its contractors. Nor shall it be the role of the Committee to direct the process or the procedure by which service level recommendations are carried out.

5. Regular Meetings

- a. Regular meetings of the Committee shall be held in the Brawley City Council Chambers, unless otherwise specified in the meeting notice, and shall be held on days to be determined by resolution of Committee, except that the Committee shall meet at least quarterly.
- b. The City Manager shall designate a City staff person or persons to be the City staff liaison to the Committee. Such person or persons shall prepare notices and agendas for the Committee's meetings, attend Committee meetings, take minutes of the Committee's actions report and information to and from the City Manager.
- c. Records shall be a public record in accordance with applicable law and a copy of which shall be filed with the City Clerk.

6. Absence From Meetings

If a member of the Committee is absent from two consecutive regular meetings without being excused by the Committee, or is absent for any reason for more than four regular meetings during the initial term of this Committee, the office of such member shall be deemed vacated and the Chairperson shall immediately notify the City Manager, who shall notify the City Council that said office is vacant. Upon such notification, a successor for the remainder of the term of such member shall be appointed as provided in membership requirements.

7. Compensation

Members of the Committee serve without compensation. Members may be reimbursed in accordance with City policy for attendance at seminars, conferences or other

meetings which the City Council finds would be beneficial to the Committee members in the performance of their duties and in the best interests of the City. The City Council must authorize such expense in advance. Claims for such expenses shall be filled with the City Manager and shall be subject to audit and approval by the City Council.

3. Sunset

In the absence of further action by the City Council, this Resolution shall expire and shall be of no further force or effect on June 30, 2016.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Brawley City Council held on July 15, 2014.

CITY OF BRAWLEY, CALIFORNIA

  
Don C. Campbell, Mayor

ATTEST:

  
Alma Benavides, City Clerk

STATE OF CALIFORNIA  
COUNTY OF IMPERIAL  
CITY OF BRAWLEY

I, ALMA BENAVIDES, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Resolution No. 2014-36 was passed and adopted by the City Council of the City of Brawley, California, at an a regular meeting held on the 15<sup>th</sup> day of July 2014, and that it was so adopted by the following roll call vote: m/s/c Nava/Noriega 5-0.

AYES: Campbell, Couchman, Nava, Noriega, Wharton  
NOES: None  
ABSTAIN: None  
ABSENT: None

DATED: July 15, 2014

  
Alma Benavides, City Clerk

RESOLUTION NO. 2015-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA  
AMENDING RESOLUTION 2014-36, INCREASING THE MEMBERSHIP OF THE  
BUSINESS ADVISORY COMMITTEE TO SEVEN MEMBERS.

THE CITY COUNCIL OF THE CITY OF BRAWLEY DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals

- a. On September 21, 2010 the City Council of the City of Brawley adopted Resolution No. 2010-37, whereby the Business Advisory Committee was established as a seven (7) member entity.
- b. On June 15, 2014 the City Council of the City of Brawley passed Resolution 2014-36 whereby the Council reduced the number of seats to five (5) to facilitate successful formation of the Business Advisory Committee.
- c. The Business Advisory Committee has proven to be of valuable service to the City of Brawley and the City Council. To increase the opportunity for members of the business community to serve on the Business Advisory Committee, the Council has determined that the membership of on the Committee should be expanded.

2. Amendment

Paragraph 2a of Resolution 2014-36 is hereby amended to read as follows:

- a. The Committee shall consist of seven members who shall be lawful residents of the City. All potential members shall submit an application. Appointment shall be made by a majority of the entire City Council.

3. Term

The two additional members of the Business Advisory Committee shall serve the same term of office as the original five members. Said term shall expire on June 30, 2016, unless the City Council takes action to extend the members' terms and extend the existence of the Committee.

4. Resolution Remains in Effect

Except as amended above, the remaining terms of Resolution 2014-36 shall remain in full force and effect until is sunsets by its own terms on June 30, 2016.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Brawley City Council held on March 17, 2015.

CITY OF BRAWLEY, CALIFORNIA

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George Nava, Mayor

**ATTEST:**

Alma Benavides, City Clerk

STATE OF CALIFORNIA  
COUNTY OF IMPERIAL  
CITY OF BRAWLEY

I, **ALMA BENAVIDES**, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Resolution No. 2015- was passed and adopted by the City Council of the City of Brawley, California, at an a regular meeting held on the 17th day of March 2015, and that it was so adopted by the following roll call vote:

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

DATED: March 17, 2015

Alma Benavides, City Clerk

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: March 17, 2015

City Manager: 

**PREPARED BY:** Gordon R. Gaste, AICP CEP

**PRESENTED BY:** Gordon R. Gaste, AICP CEP

**SUBJECT:** Downtown Specific Plan Area Sidewalk Sales Specific Plan Amendment

**DISCUSSION:** As directed by City Council, staff has composed documents to allow for sidewalk sales on a trial basis on Fridays and Saturdays. The ordinance amends the Downtown Specific Plan to allow for sidewalk sales by right in zones that currently allow them with a Conditional Use Permit (CUP). However, because of the possible fluid nature of the times and/or days that will allow such sales, the permitted use by right will stipulate that those designated times and/or days will be established by resolution. The resolution shall also establish the parameters for such sales including the following provisions in this first draft:

1. Outdoor display must be flush against the building of the abutting property, must leave entrances and driveways clear, and may not extend more than five (5) feet into the sidewalk.
2. Free access to all buildings and access requirements shall be per the California Uniform Fire, Building and Barrier Free Codes. It shall also be consistent with any applicable standards established by the Americans with Disabilities Act. This includes prohibiting the storage of products that block the doorway in or outside the building when taken inside to allow for proper emergency access.
3. Items shall not be placed in or on street furniture, parking meters, public signage, planter boxes, turf, dirt or landscaped areas nor beyond the edge of the business' street frontage.
4. The display must be removed any time the City Manager Planning Director, Building Official, Public Works Director, Police Chief or Fire Chief determines that a clear sidewalk is needed and requests removal for use of travel or transportation, street cleaning or maintenance, street utility work, a crowd control event or parade, or an emergency.
5. The business performing the sales shall provide insurance that include coverage in the City right-of-way.
6. The City assumes no responsibility for the items on display, irrespective of whether the loss occurs through accident, collision, vandalism, theft or otherwise.
7. The Chamber of Commerce, in collaboration with Downtown Merchants, shall recommend standards for display of items in a manner that advances objectives of the Downtown Specific Plan Area and the Brawley Downtown Arts District.
8. Violation of this provision shall constitute an infraction per Section 1.7-1 Violation constituting Infraction of the Brawley Municipal Code.

**ATTACHMENTS:** Draft Ordinance, Draft Resolution

**FISCAL IMPACT:** Code Enforcement Time

ORDINANCE NO. 2015-

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA,  
APPROVING THE AMENDMENT OF THE DOWNTOWN SPECIFIC PLAN (PD12-01) -  
SIDEWALK SALES

WHEREAS, the City Council approved and adopted the Downtown Specific Plan (PD12-01) via Ordinance 2013-02 on January 15, 2013; and

WHEREAS, said Specific Plan amendment is based upon the City of Brawley General Plan and City of Brawley Zoning Ordinance within the guideline of said Specific Plan, as adopted by the City Council; and

WHEREAS, the Specific Plan amendment does provide for the reasonable use and development of the area of the City included within said Specific Plan; and reasonable use and development of the area of the City included within said Specific Plan; and

WHEREAS, the City Council has considered said Specific Plan amendment and the recommendations of the city staff, the Planning Commission, the Business Advisory Committee, the Chamber of Commerce, and with respect thereto, has determined that the requirements hereinafter enumerated are necessary to ensure that the Specific Plan amendment, and the implementation thereof, will conform to all ordinances, policies, rules, standards, and improvement and design requirements of the City of Brawley except as specifically waived;

THEREFORE, THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

That the City Council hereby amends the Downtown Specific Plan reflecting the change in Sidewalk Sales as follows:

**SECTION 1:** Remove Temporary Outdoor Sales from Conditional Uses in zones Civic Center Main Street, Civic Center Neighborhood, West Village Main Street, West Village Neighborhood, East Village Main Street, East Village Neighborhood and East Village Enterprise. Add Temporary Outdoor Sales to Permitted Uses with the additional wording "per guidelines and parameters of City Council Resolution" in the same zones.

**SECTION 2:** Effective Date. This Ordinance shall take effect and shall be in force thirty (30) days after the date of its adoption and prior to the expiration of fifteen (15) days from the passage thereof, shall be published at least once in the Imperial Valley Press, a newspaper of general circulation, printed and published in the County of Imperial, State of California, together with the names of the members of the City Council voting for and against the same.

**PASSED, ADOPTED AND APPROVED** at a regular meeting of the City Council held on the 7th day of April, 2015.

CITY OF BRAWLEY, CALIFORNIA

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George A. Nava, Mayor

ATTEST:

Alma Benavides, City Clerk

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

*1<sup>st</sup> Reading*

I, *Alma Benavides*, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2015- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 17th day of March 2015 and that it was so adopted by the following roll call vote: m/s/c/

- AYES:
- NAYES:
- ABSTAIN:
- ABSENT:

DATED: March 17, 2015

Alma Benavides, City Clerk

*2<sup>nd</sup> Reading & Adoption*

I, *Alma Benavides*, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2015- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 7th day of April 2015 and that it was so adopted by the following roll call vote: m/s/c/

- AYES:
- NAYES:
- ABSTAIN:
- ABSENT:

DATED: April 7, 2015

Alma Benavides, City Clerk

RESOLUTION NO. 2015-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,  
CALIFORNIA, ESTABLISHING PARAMETERS IN THE DOWNTOWN SPECIFIC PLAN  
AREA REGARDING SIDEWALK SALES.

WHEREAS, the City of Brawley ("City") adopted a Ordinance 2015- amending the Downtown Specific Plan to allow for sidewalk sales ("Sales") in certain zones by right;

WHEREAS, the City Council shall form guidelines and parameters for such sales; and

WHEREAS, the City encourages the Chamber of Commerce, Business Advisory Committee and Downtown Merchants to participate in formulating, altering and enforcing these guidelines and parameters; and

THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Outdoor display must be flush against the building of the abutting property, must leave entrances and driveways clear, and may not extend more than five (5) feet into the sidewalk.
2. Free access to all buildings and access requirements shall be per the California Uniform Fire, Building and Barrier Free Codes. It shall also be consistent with any applicable standards established by the Americans with Disabilities Act. This includes prohibiting the storage of products that block the doorway in or outside the building when taken inside to allow for proper emergency access.
3. Items shall not be placed in or on street furniture, parking meters, public signage, planter boxes, turf, dirt or landscaped areas nor beyond the edge of the business' street frontage.
4. The display must be removed any time the Planning Director, Building Official, Public Works Director, Police Chief or Fire Chief determines that a clear sidewalk is needed and requests removal for use of travel or transportation, street cleaning or maintenance, street utility work, a crowd control event, parade, or emergency.
5. The business performing the sales shall provide insurance that includes coverage in the City right-of-way.
6. The City assumes no responsibility for the items on display, irrespective of whether the loss occurs through accident, collision, vandalism, theft or otherwise.
7. The Chamber of Commerce, in collaboration with Downtown Merchants, shall recommend standards for display of items in a manner that advances objectives of the Downtown Specific Plan Area and the Brawley Downtown Arts District.
8. Violation of this provision shall constitute an infraction per Section 1.7-1 Violation constituting Infraction of the Brawley Municipal Code.

9. This resolution shall allow sidewalk sales on Fridays and Saturdays only as a one year demonstration, expiring one year after its effective date.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Brawley City Council held March 17, 2015.

**CITY OF BRAWLEY, CALIFORNIA**

George A. Nava, Mayor

**ATTEST:**

Alma Benavides, City Clerk

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

I, **ALMA BENAVIDES**, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Resolution No. 2015- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 17th day of March, 2015 and that it was so adopted by the following roll call vote:

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

**DATED:** March 7, 2015

Alma Benavides, City Clerk

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: March 17, 2015

City Manager: 

**PREPARED BY:** Gordon R. Gaste, AICP CEP

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

**SUBJECT:** The Corky McMillin Companies Latigo Ranch Subdivision Alternatives Proposal, Dated March 2, 2015

**CITY MANAGER RECOMMENDATION:** Review and provide staff direction.

**DISCUSSION AND DIRECTION:** McMillin Latigo Ranch LLC, the developer for the Latigo Ranch subdivision, is requesting that the City allow for the delay of improvements to the subdivision and substitution of bonds as security for improvements with a lien contract on Unit#2.

The Tentative Tract Map was approved by the City of Brawley on June 10, 2005. Unit #1 was recorded on November 22, 2005, following Brawley City Council approval of the associated improvement plans and bonds. Unit #1 contains 117 lots and is generally located in the northern half of the Latigo Ranch subdivision.

The tentative map for Unit #2 expires on November 30, 2017. It contains 150 units. No final map or improvement plans have been submitted to date.

Abutting off-site improvements for the Latigo Ranch subdivision improvements include a portion of Western Avenue, South Imperial Avenue and Wildcat Drive from South Western Avenue to South Imperial Avenue. Completion of these improvements involves the undergrounding of the Best Canal and development of a greenbelt adjacent to Wildcat Drive.

At this time, the developer aims to construct and sell the finished lots in Unit #1 and is proposing to:

1. Limit Wildcat Drive improvements for Unit #1 to half width improvements of Wildcat Drive to First Avenue.
2. Install traffic calming devices on South First Street between Latigo Ranch and Malan Street.
3. Replace the current subdivision bond that guarantees offsite improvements with a lien contract on the Unit #2 property.
4. Construct the onsite storm water pump station and phase I park improvements in the detention basin.

It is noted that Monterey Drive was originally established as a non-legal, temporary access. The developer proposes to leave Monterey Drive as is while Unit #1 is completed. All remaining improvements required by the Latigo Ranch Subdivision Agreement are proposed for completion when and if Unit #2 is constructed.

Staff direction is requested at this time for two reasons: 1) the City Council has frequently and extensively discussed the importance of Wildcat Drive and permanent east to west access between Brawley Avenue / HWY 86 and South Imperial Avenue; 2) the City has first-hand experience with the challenges of conventional forms of security. City Council direction is sought in order to establish consensus as it pertains to offsite improvements at Latigo Ranch and security for the improvements yet to be completed.

Should the City Council wish to pursue the alternatives presented by The Corky McMillan Companies, a revised Subdivision Agreement and Improvement Memorandum will be presented to the City Council for approval at a future date.

**FISCAL IMPACT:** Construction of Wildcat Drive from South 1<sup>st</sup> Street to South Imperial Avenue if Unit #2 is not developed.

**ATTACHMENTS:** The Corky McMillin Companies Latigo Ranch Subdivision Alternatives Proposal, Dated March 2, 2015



## The Corky McMillin Companies

March 2, 2015

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

RE; Latigo Ranch Alternatives Proposal.

Dear Rosanna,

As you are aware, The McMillin Companies has been in discussions with City staff and council members regarding our development project known as "Latigo Ranch" in the city of Brawley. We appreciate the productive discussions we have had in attempt to mutually resolve the issue of how best to move to the project forward, constructing a much needed connection point on Wildcat road while protecting the City's position.

In an effort to bring this discussion to a conclusion and provide the council with information, with which, they could consider a potential solution to the current circumstance we offer the following:

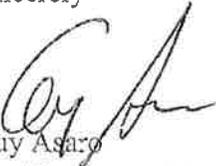
1. McMillin would like to be allowed to construct and sell all 96 lots in phase 1 of Latigo Ranch (Finished lots).  
With this first phase of homes McMillin will complete the following improvements:
  - a. McMillin will agree to complete the half width improvements of Wildcat road from its current western terminus to the access point of First Avenue into Latigo Ranch
  - b. McMillin will construct traffic calming devices on the internal road in the project.
  - c. McMillin will construct the onsite storm water pump station
  - d. McMillin will construct phase 1 park improvements in detention basin commensurate with phase one homes construction.
2. The remaining improvements that our required by the subdivision agreement will be guaranteed by a lien contract placed upon the remaining portion of the Latigo Ranch project (phase 2 portion).
3. The City shall agree to release the current subdivision bond and use the lien contract to guarantee those facilities.

I have attached for your consideration changes to the existing Subdivision agreement and suggested changes to the existing Improvement Memorandum that could be implemented to facilitate this new understanding.

It is my understanding that we might have an opportunity to have this discussed at the March 17, 2015 council hearing. If that is possible we would like to pursue that date, as we are looking forward to bringing this matter to a conclusion.

Thanks for your consideration of this matter.

Sincerely



Guy Asaro  
President McMillin Homes

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: March 17, 2015  
City Manager: 

**PREPARED BY:** Ana Gutierrez, Labor Compliance/Contracts Officer

**PRESENTED BY:** Yazmin Arellano, Public Works Director

**SUBJECT:** Agreement with AE Consulting, Inc. to Provide Professional Engineering and Construction Management Services for the Brawley Municipal Airport Runway 26 End Safety Area Improvements

**CITY MANAGER RECOMMENDATION:** Authorize Agreement with AE Consulting, Inc. to Provide Professional Engineering Services for the Preparation of Plans, Specifications, Cost Estimates, Construction Management and Inspection Services for the Brawley Municipal Airport Runway 26 End Safety Area Improvements in the amount of \$206,030 and authorize the City Manager to execute all documents in relation to this project.

**DISCUSSION:** The City Council selected AE Consulting, Inc. on June 17, 2014 to provide professional engineering services for the Brawley Municipal Airport. The scope of work that AE Consulting, Inc. will provide consists of professional engineering services for the preparation of plans, specifications, cost estimates, construction management and inspection services for a new Federal Aviation Administration (FAA) funded project at the airport. The project involves the relocation of Taxiway B, the end taxiway, to the new end of Runway 26 which will be located 300 ft away from the existing airport fence in accordance with Airport Design Group (ADG) B-II. Taxiway lighting, signage, pavement markings, grading, drainage, will be relocated accordingly. The fee proposed by AE Consulting is \$206,030. This fee will be reimbursed by FAA at a 90% reimbursement rate.

Staff reviewed all tasks associated with the proposed fee and approval is recommended.

**FISCAL IMPACT:** \$185,427 FAA Grant  
\$20,603 Local Match – Brawley Airport Funds  
\$206,030 Total

**ATTACHMENTS:** Agreement with AE Consulting, Inc.

**CITY OF BRAWLEY**

**CONSULTING SERVICES CONTRACT  
BRAWLEY MUNICIPAL AIRPORT RUNWAY 26 END SAFETY AREA IMPROVEMENTS**

- 1.0 **The Parties.** This Contract is made by and between the City of Brawley ("City") and AE Consulting, Inc. ("Consultant").
- 2.0 **Paragraph Headings And Definitions.** Paragraph headings in this Contract are for convenience only, and are not to be construed to define, limit, expand, interpret, or amplify the provisions of this Contract. When initially capitalized in this Contract or amendments hereto, the following words or phrases shall have the meanings specified:
- 2.1 **Best Efforts.** Those efforts that a competent, experienced, and prudent Consultant would use to perform and complete the requirements of this Contract in a timely manner, exercising the degree of care, competence, and prudence customarily imposed on a Consultant performing similar work in the State of California.
  - 2.2 **Contract.** This Contract, including all referenced documents, between City and Consultant for the performance of the Work, and any subsequent written modifications or amendments executed by City and Consultant.
  - 2.3 **Consultant.** The legal entity that executes this Contract with City to perform the Work.
  - 2.4 **Force Majeure.** An act of God, or event beyond the control of a party, including an act or omission of government, act or omission of civil or military authority, strike or lockout, act of a public enemy, war, blockade, insurrection, riot, epidemic, landslide, earthquake, fire, storm, lightning, flood, washout, or civil disturbance which could not have been avoided through the exercise of reasonable care and prudence.
  - 2.5 **Contract Manager.** The title of the person designated by City to be its representative with authority to act for City regarding this Contract and the Work of Consultant.
  - 2.6 **Work.** All or a part or phase of the obligations undertaken by Consultant pursuant to the Contract.
- 3.0 **Time of Contract.** Consultant shall perform the services required under this Contract within 510 Calendar Days from the date of the Contract.
- 4.0 **Scope of Work.** City hereby retains and engages Consultant, and Consultant accepts such engagement to provide Design Services and Construction Management Services for the Brawley Municipal Airport Runway 26 End Safety Area Improvements.
- 4.1 Details of Scope of work are contained in the Proposal for Professional Services, dated February 25, 2015 attached herewith as Exhibit A and by this reference made a part hereof and are here referenced below.
    - 4.1.1 Design Phase
    - 4.1.2 Bid Phase
    - 4.1.3 Construction Phase
    - 4.1.4 Post Construction Phase
    - 4.1.5 Miscellaneous Tasks

**5.0** **Manner of Compensation.** For performance of services rendered pursuant to this Contract, City will pay Consultant fee based on the following, subject to the limitation of the maximum expenditure provided herein:

- 5.1 **Maximum Fee.** The maximum fee under this Contract shall not exceed Two Hundred Six Thousand Thirty Dollars (\$206,030) without prior express written consent of City. In the event that consultant anticipates the need for services in excess of the amount, the City shall be notified immediately in writing. Details of the Fee Proposal are included as part of Exhibit A.
- 5.2 **Extra Work.** Consultant shall not perform extra work of any kind without prior express written consent of City.
- 5.3 **Direct Labor Expenses.** The actual hourly rate for the employees' labor classification by the hours expended for the accomplishment of the work.
- 5.4 **Direct Non Labor Expenses.** Shall only be those that directly result from or are needed to facilitate, the accomplishment of direct labor expenses. Direct Non-Labor Expenses shall include the following, so long as such costs are reasonable and identifiable costs directly applicable to the Work.
  - 5.4.1 Testing expenses, such as survey, and specialty sub-Consultants.
  - 5.4.2 Communication expenses, such as telephone, fax, express mail charges and postage;
  - 5.4.3 Reproduction costs, such as printing, copying and binding and:
  - 5.4.4 Travel and subsistence costs, such as airfare, mileage, meals, and accommodations.

**6.0** **Payment**

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

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

**7.0** **Records and Audits**

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

## 8.0 Control of Work.

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

## 9.0 Ownership of Documents

9.1 Documents. Original project documents, including reproducible record prints of drawings, calculations, estimates, designs, specifications, field notes and data prepared in the course of performing the Work shall become the property of City. All final reports including reconnaissance reports, pre-feasibility reports and feasibility reports shall be the property of City. Consultant may retain copies of said documents and reports.

9.2 Confidentiality. In performing services under this Contract Consultant will gain access to proprietary information concerning City's business and operations. All ideas memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Contract shall be held confidential by Consultant. Consultant shall not, without the prior written consent of City, use such materials for any purposes other than the performance of the work under this Contract. Nor shall such materials be disclosed to any person or entity not connected with the performance of the work under this Contract. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Contract in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

## 10.0 Duties of Consultant

10.1 Degree of Care. In the performance of its services hereunder, Consultant shall exercise that degree of skill and judgment commensurate with that which is normally exercised by recognized professional Consultants in the same discipline, with respect to services of a similar nature, in accordance with all applicable rules, laws and regulations.

10.2 Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession.

10.3 Correction of Improper Services. Consultant shall perform or correct any portions of the work not performed in accordance with the standard of care specified herein, provided that Consultant is notified in writing of nonconformity within a reasonable time after discovery by City of the nonconforming service. Consultant shall perform the remedial services at no additional cost to the City.

## 11.0 Suspension

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

## 12.0 Termination

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

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

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

12.1.2 Nothing contained in this Contract shall limit in any manner any rights or remedies otherwise available to City by reason of a default by Consultant under this Contract including, without limitation, the right to seek full reimbursement from Consultant for all costs and expenses incurred or to be incurred by City by reason of Consultant's default hereunder and which City would not have otherwise incurred if Consultant had not defaulted hereunder.

12.2 Termination For Convenience - In the event that City terminates this Contract for reasons other than those set forth above Consultant shall be entitled to payment for services performed which have not been paid to Consultant and which shall compensate Consultant for all services actually and satisfactorily performed by Consultant up to the date of such termination.

12.3 Duties of Consultant Upon Termination - Upon any termination of this Contract Consultant shall:

12.3.1 Discontinue all of its services under the Contract from and after the date of the notice of termination, except as may be required to complete any item or portion of work to a point where discontinuance will not cause unnecessary waste or duplicative work or cost.

12.3.2 Cancel, or, if so directed by City, transfer to City all or any of the commitments and Contracts made by Consultant relating to the services, to the extent they may be canceled or transferred by Consultant.

12.3.3 Transfer to City in the manner, to the extent, and at the time directed by City, all supplies, materials and other property produced as a part of, or acquired in the performance of Consultant's services.

12.3.4 Take such other actions as City may reasonably direct.

### 13.0 Insurance

Consultant agrees to provide insurance in accordance with the requirements set forth herein. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements, Consultant agrees to modify the existing coverage to do so. The following coverages will be provided by Consultant and maintained on behalf of City and in accordance with the following requirements:

- 13.1 Commercial General Liability Insurance. Commercial General Liability coverage provided on an occurrence form or equivalent. No claims made or modified occurrence forms will not be accepted. Total limits for all coverages shall be no less than \$1,000,000 per occurrence and general aggregate.
- 13.2 Business Auto Liability Insurance. Business auto coverage written on an ISO Business Auto Coverage form including symbol 1 (Any Auto). Limits shall be no less than \$1,000,000 per accident.
- 13.3 Workers' Compensation. Workers' Compensation coverage providing workers' compensation statutory benefits as required by law. (This provision shall not apply if Consultant has no employees performing work under this Agreement, however, in such case Consultant must sign the "Certificate of Exemption from Workers Compensation Insurance" included below.)
- 13.4 Professional Liability Insurance – Professional liability (Errors and Omissions) coverage shall be maintained with policy limits of not less than \$1,000,000 effective during the pendency of the work which is the subject of this Contract and covering claims made not less than one year following completion of work.

### 14.0 Indemnification

Consultant and City shall both indemnify each other in proportion to their comparative fault as established under California law.

### 15.0 Relationship of Parties

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

### 16.0 Assignment and Subcontracting

- 16.1 Non-Assignment. A substantial inducement to City for entering into this Contract is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Contract will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Contract without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
- 16.2 Successors and Assigns. This Contract shall be binding upon the successors and assigns of each of the parties hereto in respect to all of the provisions hereof. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any of the parties, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract.

### 17.0 Laws and Regulations

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

**18.0 Force Majeure**

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

**19.0 Attorneys' Fees**

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

**20.0 Governing Law and Venue**

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

**21.0 Integration**

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

**22.0 Authorized Representatives and Notices**

- 22.1 Representatives. Prior to commencement of the work under the Contract, City and Consultant shall agree on the designation of a representative authorized to act in behalf of each party.
- 22.2 Notice and Communications. All communications relating to the day-to-day activities under this Contract shall be exchanged between the representatives of City and Consultant. All legal notices and communications required under or related to this Contract shall be in writing, and shall be delivered

personally or mailed by certified mail, postage prepaid, return receipt requested, to the representatives of City and Consultant identified below. Notice shall be effective on the date of delivery.

**TO:** City of Brawley  
Yazmin Arellano, Public Works Director  
180 South Western Avenue  
Brawley, CA 92227  
Phone: (760) 344-5800 Ext. 19  
Fax: (760) 344-5612  
E-mail: [yarellano@brawley-ca.gov](mailto:yarellano@brawley-ca.gov)

**TO:** AE Consulting, Inc.  
Peter D. Bonello, P.E.  
143 Yorba Street  
Tustin, CA 92780  
Phone: (714) 573-1211  
Fax: (714) 573-1214  
Email: [peter.bonello@airportengineering.com](mailto:peter.bonello@airportengineering.com)

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

**23.0 Waiver**

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

**24.0 Survival of Obligations and Liabilities**

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

**25.0 Severability**

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

**26.0 Execution and Effective Date.** This Contract has been executed by the duly authorized officers of the parties and shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Dated: \_\_\_\_\_, 2015.

**CITY OF BRAWLEY**

By: \_\_\_\_\_  
Rosanna Bayon Moore, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Alma Benavides, City Clerk

Dated: \_\_\_\_\_, 2015.

**CONSULTANT**

By: \_\_\_\_\_  
Peter D. Bonello, P.E.

**CITY OF BRAWLEY**

**EXHIBIT A  
SCOPE OF SERVICES**

**CONSULTANT SERVICES CONTRACT**

**BRAWLEY MUNICIPAL AIRPORT RUNWAY 26 END SAFETY AREA IMPROVEMENTS**

**Consultant: AE Consulting, Inc.  
Date: February 25, 2015**

**1.0 General Scope of Work**

The General Scope of Work is for Consultant to provide Design Services and Construction Management Services for the Brawley Municipal Airport Runway 26 End Safety Area Improvements.

**2.0 Specific Scope of Work**

2.1 Details of Scope of work are contained in the Proposal for Professional Services, dated February 25, 2015, attached herewith as Exhibit A and by this reference made a part hereof.

**EXHIBIT B**  
**Typical Monthly Invoice**  
**Consultant's Letterhead**

City of Brawley

**Project Title: Brawley Municipal Airport Runway 26 End Safety Area Improvements**

Project No: \_\_\_\_\_

Services from: (Date) to (Date)

Total Contract Amount  
Previously Billed  
Current Billing  
Billed to Date  
Amount Remaining  
Percent Completion\*  
Total This Invoice

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

Attach backup information, if applicable.

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: March 17, 2015

City Manager: 

**PREPARED BY:** Ana Gutierrez, Labor Compliance / Contracts Officer

**PRESENTED BY:** Yazmin Arellano, Public Works Director

**SUBJECT:** Project No. 2015-07 Storm Drain Inlet Replacement Project

**CITY MANAGER RECOMMENDATION:** Award contract to A&R Construction for Project No. 2015-07 Storm Drain Inlet Replacement Project in the amount of \$106,545.00, authorize a 15% contingency in the amount of \$15,981.75, and authorize the City Manager to execute all documentation in relation to this project.

**DISCUSSION:** On January 23, 2015, the City of Brawley Engineering Division advertised Project No. 2015-07 Storm Drain Inlet Replacement Project. The scope of work includes the reconstruction of nine (9) deteriorated storm drain inlets at the following locations:

- SW corner of K St. and Cesar Chavez St.
- NW corner of H St. and Imperial Ave.
- SW corner of H St. and Imperial Ave.
- SW corner of I St. and Imperial Ave.
- NW corner of J St. and Imperial Ave.
- SW corner of J St. and Imperial Ave.
- SW corner of I St. and 5<sup>th</sup> St.
- NW corner of Ell St. and Imperial Ave.
- SW corner of K St. and Gilmour St.

On February 24, 2015, 5 bids were received as follows:

A&R Construction Brawley, CA	\$106,545.00
Pyramid Construction & Aggregates, Inc. Heber, CA	\$117,897.09
Andy Hoyt General Engineering, Inc. El Centro, CA	\$119,700.00
Radco, Inc. Brawley, CA	\$214,900.00

Granite Construction Company                      \$285,000.00  
El Centro, CA

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

<b>FISCAL IMPACT:</b>	Base Bid	\$106,545.00
	<u>15% Contingency</u>	<u>\$15,981.75</u>
	Total	\$122,526.75

**ATTACHMENTS:**      Bid Summary

City of Brawley Bid Results  
 Specification No.: 2015-07  
 Title: Storm Drain Inlet Replacement Project  
 Bid Date: 2/24/15  
 Time: 2:00 p.m.

Item No.	Description	QTY	Unit of Measure	Engineer's Estimate		1		4		2		3		5		Bid Average						
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	%Diff				
1	Mobilization	1	LS	\$6,900.00	\$6,900.00	\$6,900.00	-6.70%	\$8,500.00	\$8,500.00	\$1,000.00	-85.65%	\$1,200.00	\$1,200.00	\$5,000.00	\$5,000.00	\$5,000.00	-28.23%	\$4,400.00	\$4,400.00	-36.27%		
2	Traffic Control & Traffic Safety	1	LS	\$4,844.40	\$4,844.40	\$4,800.00	-9.11%	\$10,000.00	\$10,000.00	\$8,335.00	-78.46%	\$2,472.00	\$2,472.00	\$10,000.00	\$10,000.00	\$10,000.00	115.31%	\$7,051.40	\$7,051.40	51.83%		
3	Stormwater Compliance	1	LS	\$1,161.10	\$1,161.10	\$2,000.00	72.25%	\$10,000.00	\$10,000.00	\$89.10	-99.28%	\$2,900.00	\$2,900.00	\$2,900.00	\$2,900.00	\$14,000.00	\$14,000.00	\$14,000.00	1105.75%	\$5,777.82	\$5,777.82	397.87%
4	Construction Staking	1	LS	\$1,161.10	\$1,161.10	\$0.00	-100.00%	\$4,400.00	\$4,400.00	\$1,500.00	29.19%	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$12,000.00	\$12,000.00	\$12,000.00	82.89%	\$4,160.00	\$4,160.00	258.98%
5	Storm Drain Inlet 2	1	LS	\$14,720.00	\$14,720.00	\$0,950.00	-80.42%	\$18,500.00	\$18,500.00	\$19,750.00	48.44%	\$10,226.25	-28.15%	\$10,800.00	\$10,800.00	\$19,800.00	\$19,800.00	\$19,800.00	96.09%	\$15,832.25	\$15,832.25	7.09%
6	Storm Drain Inlet 3	1	LS	\$14,720.00	\$14,720.00	\$0,950.00	-80.42%	\$18,500.00	\$18,500.00	\$19,750.00	48.44%	\$10,226.25	-28.15%	\$10,800.00	\$10,800.00	\$19,800.00	\$19,800.00	\$19,800.00	96.09%	\$15,832.25	\$15,832.25	7.09%
7	Storm Drain Inlet 4	1	LS	\$14,720.00	\$14,720.00	\$0,950.00	-80.42%	\$18,500.00	\$18,500.00	\$19,750.00	48.44%	\$10,226.25	-28.15%	\$10,800.00	\$10,800.00	\$19,800.00	\$19,800.00	\$19,800.00	96.09%	\$15,832.25	\$15,832.25	7.09%
8	Storm Drain Inlet 5	1	LS	\$14,720.00	\$14,720.00	\$0,950.00	-80.42%	\$18,500.00	\$18,500.00	\$19,750.00	48.44%	\$10,226.25	-28.15%	\$10,800.00	\$10,800.00	\$19,800.00	\$19,800.00	\$19,800.00	96.09%	\$15,832.25	\$15,832.25	7.09%
9	Storm Drain Inlet 6	1	LS	\$14,720.00	\$14,720.00	\$0,950.00	-80.42%	\$18,500.00	\$18,500.00	\$19,750.00	48.44%	\$10,226.25	-28.15%	\$10,800.00	\$10,800.00	\$19,800.00	\$19,800.00	\$19,800.00	96.09%	\$15,832.25	\$15,832.25	7.09%
10	Storm Drain Inlet 7	1	LS	\$14,720.00	\$14,720.00	\$0,950.00	-80.42%	\$18,500.00	\$18,500.00	\$19,750.00	48.44%	\$10,226.25	-28.15%	\$10,800.00	\$10,800.00	\$19,800.00	\$19,800.00	\$19,800.00	96.09%	\$15,832.25	\$15,832.25	7.09%
11	Storm Drain Inlet 8	1	LS	\$14,720.00	\$14,720.00	\$0,950.00	-80.42%	\$18,500.00	\$18,500.00	\$19,750.00	48.44%	\$10,226.25	-28.15%	\$10,800.00	\$10,800.00	\$19,800.00	\$19,800.00	\$19,800.00	96.09%	\$15,832.25	\$15,832.25	7.09%
12	Storm Drain Inlet 9	1	LS	\$14,720.00	\$14,720.00	\$0,950.00	-80.42%	\$18,500.00	\$18,500.00	\$19,750.00	48.44%	\$10,226.25	-28.15%	\$10,800.00	\$10,800.00	\$19,800.00	\$19,800.00	\$19,800.00	96.09%	\$15,832.25	\$15,832.25	7.09%
13	Storm Drain Inlet 14	1	LS	\$11,850.00	\$11,850.00	\$8,845.00	-39.95%	\$18,500.00	\$18,500.00	\$10,189.95	-67.42%	\$10,189.95	-7.69%	\$9,860.00	\$9,860.00	\$22,000.00	\$22,000.00	\$22,000.00	99.10%	\$13,880.99	\$13,880.99	75.82%
<b>Totals</b>				\$130,043.20	\$106,545.00	\$106,545.00	RRRRRRRR	\$214,900.00	\$214,900.00	\$117,897.09	-9%	\$119,700.00	\$119,700.00	\$285,000.00	\$285,000.00	\$285,000.00	115%	\$168,808.42	\$168,808.42	30%		
<b>Contingency (15%)</b>				\$	\$	\$		\$	\$	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$		
<b>Grand Totals</b>				\$	\$	\$		\$	\$	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: March 17, 2015

City Manager: 

**PREPARED BY:** Patricia Dorsey, Parks & Recreation Director

**PRESENTED BY:** Patricia Dorsey, Parks & Recreation Director

**SUBJECT:** Request by the Institute for Socio-Economic Justice for the Sale and Consumption of Alcohol on City Property Located on South Plaza for the Cesar Chavez Community Celebration on April 11, 2015

**CITY MANAGER RECOMMENDATION:** Approve as submitted, provided that all requirements of the "Guidelines for Use of Public Facilities" are met.

**DISCUSSION:** The Institute for Socio-Economic Justice has scheduled their Annual Cesar Chavez Community Celebration April 11, 2015 on the South Plaza. City Council approval is required to permit the Institute for Socio-Economic Justice to sell alcohol on public property. The applicant will work with the Fire Department, Police Department, Public Works Department, Risk Management and Parks and Recreation staff to ensure that the road closure and scheduled events comply with the City's "Guidelines for Use of Public Facilities." The event is scheduled to follow the regularly scheduled Farmers Market and will run until 12AM Sunday, April 12, 2015.

**FISCAL IMPACT:** No fee charged to requesting party.

**ATTACHMENTS:** City of Brawley Event Application



# CITY OF BRAWLEY

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

DEPARTMENT OF PARKS  
AND  
RECREATION

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

### FOR THE USE OF CITY-OWNED PARKS AND RECREATIONAL FACILITIES

ACTIVITY DATE (S) 4-11-15 ACTIVITY Cesar Chavez Community Celebration  
NAME OF APPLICANT Eric M. Reyes ADDRESS 699 N. 7th St.  
HOME PHONE 760-550-5153 WORK PHONE NA  
ORGANIZATION Institute for Socio Economic Justice NON-PROFIT # \_\_\_\_\_

Will this activity be a fund-raiser? Yes  No   
Admission fee, entry fee or donation? Yes  No   
If yes, where will the proceeds go? Institute programs

FACILITY REQUESTED	TIMES AND ATTENDANCE
<input type="checkbox"/> Lions Center Gymnasium	Approx. attendance <u>1,500</u> Adults
<input type="checkbox"/> Lions Center Conf. Room	<u>500</u> Minors
<input type="checkbox"/> Lions Center Kitchen	Set-up & Starting <u>5:00 AM</u> <u>AM/PM</u>
<input type="checkbox"/> Lions Center Entire Facility	Guests Arrive at <u>2:00 pm</u> <u>AM/PM</u>
<input type="checkbox"/> Lions Center Pool	Ending & Clean-up <u>12:00</u> <u>AM/PM</u>
<input type="checkbox"/> Senior Center Main Hall	Total Hours <u>16 Hrs.</u>
<input type="checkbox"/> Senior Center Meeting Room	
<input type="checkbox"/> Senior Center Kitchen	
<input type="checkbox"/> Senior Center Entire Facility	
<input type="checkbox"/> Cattle Call Large Arena	
<input type="checkbox"/> Horseshow Ring	
<input type="checkbox"/> Cattle Call Entire Facility	
<input checked="" type="checkbox"/> Park <u>Plaza Park; Main St.</u>	
<input type="checkbox"/> Teen Center Recreation Room	
<input type="checkbox"/> Teen Center Kitchen	
<input type="checkbox"/> Del Rio Community Center Room	

**I WOULD LIKE TO USE THE FOLLOWING EQUIPMENT:**

\_\_\_\_\_ # Tables \_\_\_\_\_ Other  
 \_\_\_\_\_ # Chairs \_\_\_\_\_  
 Trash Cans \_\_\_\_\_

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

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

APPLICANT'S SIGNATURE Eric M. Reyes  
TITLE Executive Director DATE 3-11-15  
STAFF NOTES: Beer sales to be placed on Council Agenda

**CHARGES AND DEPOSITS** PRIORITY 1

APPLICATION:  APPROVED  DENIED BY: Pat Druey

EMPLOYEE REQUIRED  DATE: 3/11/15

FACILITY	HRS	CHARGE	TOTAL	NEEDED:	COMPLETED:
<input type="checkbox"/> Lions Center	_____ @	\$ _____	\$ _____	<input type="checkbox"/> Security	<input type="checkbox"/>
<input type="checkbox"/> Senior Center	_____ @	\$ _____	\$ _____	<input checked="" type="checkbox"/> Insurance	<input type="checkbox"/>
<input type="checkbox"/> Cattle Call	_____ @	\$ _____	\$ _____	<input checked="" type="checkbox"/> Council Approval	<input type="checkbox"/>
<input type="checkbox"/> Parks	_____ @	\$ _____	\$ _____		
<input type="checkbox"/> Lions Pool	_____ @	\$ _____	\$ _____		
<input type="checkbox"/> Teen Center	_____ @	\$ _____	\$ _____		
<input type="checkbox"/> Del Rio Community Center	_____ @	\$ _____	\$ _____		

Paid On \_\_\_\_\_ # \_\_\_\_\_  
 Refundable Deposit \_\_\_\_\_ \$ \_\_\_\_\_ Paid On \_\_\_\_\_ # \_\_\_\_\_  
 Total Fees \_\_\_\_\_ \$ \_\_\_\_\_

CC  Parks  
 Recreation  
 Senior Citizens  
 Buildings  
 \_\_\_\_\_

Refund Approval  Yes  No  
 Amount of Refund: \_\_\_\_\_  
 Entered on Calendar   
 Copies issued by: \_\_\_\_\_  
 Employee: \_\_\_\_\_

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: March 17, 2015

City Manager: 

**PREPARED BY:** Pete Sanchez, Equipment Maintenance Supervisor

**PRESENTED BY:** Yazmin Arellano, Public Works Director

**SUBJECT:** Purchase and Installation of a Diesel Particulate Filter (DPF) for Dump Truck #26 in the amount of \$14,476.79.

**CITY MANAGER RECOMMENDATION:** Approve the purchase and installation of a Diesel Particulate Filter (DPF) for Dump Truck #26 from Dion International Trucks LLC in the amount of \$14,476.79 and authorize the City Manager to execute all documentation in relation to this acquisition.

**DISCUSSION:** Under Title 13, California Code of Regulations, section 2025, the State of California Air Resources Board (ARB) has mandated the reduction of emissions of diesel particulate matter (PM), oxides of nitrogen (NOx), and other criteria pollutants from in-use diesel fuel vehicles. This regulation applies to any person, business, municipality, federal government agency, or school district that owns or operates, leases, or rents affected vehicles that operate in the State of California. Affected vehicles are those that operate on diesel fuel that are registered to be driven on public highways and have a minimum gross vehicle weight rating (GVWR) of 14,000 pounds. Installing the filter will assure that Dump Truck #26, a 2003 Peterbilt Dump Truck will be in compliance to operate on City, County, and State roadways.

The FY14/15 Maintenance budget includes the purchase and installation of a DPF for Dump Truck #26 in the amount of \$20,000. The Vehicle Maintenance shop has received the following quotes:

Dion International Trucks LLC                      \$14,476.79  
El Centro, CA

FleetServ    \$17,800.00  
Fontana, CA

Ironman    \$18,474.30  
Corona, CA

**FISCAL IMPACT:** \$14,476.79 from Maintenance Equipment (601-803.000-800.400)

**ATTACHMENTS:** Quotes



# DION INTERNATIONAL TRUCKS LLC

02/19/15

To: City of Brawley  
Att.: Pete Sanchez / Fleet Mgr.

Thank you for your consideration for our ESW Clean-Tech H III

Diesel Particulate Filter	ESW Clean-Tech Horizon
Quote for unit as follow	26
Engine family name	2CEXH0855NAA
State of Ca. ARB Executive order	DE-05-010-08
Family name	CA/ECT/2005/PM3+/N00/ON/DPF01
Vehicle ID Number	2NPFL69XT73M596549
Horse Power	350HP@2100 N-14 Cummins 2002

Price per unit	\$10,135.29 Ea.
Mounting kit. Bkt.	\$ 671.00 Ea.
Misc.	\$ 700.00 Ea.
Tax	\$ 920.50 Ea.
Freight	\$ 350.00 Ea.
Installation labor	\$ 1,700.00 Ea.
Total	\$14,476.79 Ea.

**5 year warranty or 150,000 miles.**  
**System is verified by the state of California and approved by CARB.**  
**Quote good for 30 days. There is no need for data log since this is**  
**An active system**



## Retrofit Active System

**Prepared For**

Pete Sanchez  
City of Brawley

**Created By**

Vanessa Valenzuela  
FleetServ  
(888) 315-4228  
vvalenzuela@fleetserv.com  
<http://www.fleetserv.com>

# Proposal

## Retrofitted ESW Vista Filtersystem

Pete,

Thank you for giving FleetServ the opportunity to retrofit your diesel vehicle. You will find our service and technical teams are second to none. In addition, below are the benefits you can expect from the ESW Vista filter systems we install.

### Why ESW?

Being one of the first authorized ESW dealers in the industry, FleetServ has a proven track record of successfully retrofitting exhaust systems on a wide range of vehicles from large fleets to individually owned trucks with ESW filters. Complementing our experience and technical expertise, the ESW Vista active filter systems require no minimum temperature profile; resulting in better performance that far exceeds that of other manufacturers.

### Benefits include:

- CARB verification to Level 3+ (>85%) for PM
- Approved for 1993-2010 engines
- No minimum temperature requirement
- Ideal for low and/or variable temperature duty cycles
- Integrated off-line diesel burner regeneration system
- Advanced system monitoring, diagnostics and data retrieval
- Installation and maintenance ease with modular design
- Equipped with an integrated diesel burner element, to "cook-off" the captured diesel particulate
- Reduces downtime; System regeneration while vehicle is not in use

\*Just a reminder, order your product immediately to avoid CARB penalties due to possible manufacturer delays.

## Your Pricing

### Pricing

Products			
Name/Description	Price	Qty	Subtotal
Retrofit - ESW Vista	\$17,800.00	1	\$17,800.00
Including Hinkley Rates and GST			
Subtotal:			<b>\$17,800.00</b>
<b>Total cost:</b>			<b>\$17,800.00</b>

### Terms

This quotation is subject to FleetServ's standard terms and conditions. All vehicles must meet DPF manufacturers requirements for installation. Quote subject to change if custom fabrication is required. Installation to be performed at FleetServ facility in Fontana, California.

# Standard Terms and Conditions

## Terms & Conditions

### FLEETSERV STANDARD TERMS AND CONDITIONS

- 1. Pricing.** (a) Pricing for retrofits, maintenance and for other services requiring parts and installation is based upon standard parts and labor costs. Additional non-standard parts and labor that is required, such as but not limited to obtaining vehicle data, work required by data log results and/or vehicle assessment, custom fabrication and/or space restraints to perform the services, as well as that due to changes in the best available control technology (sometimes referred to as "BACT") required by applicable law, shall revise the prices stated. Pricing is based on work performed at FleetServ's facilities and Customer shall be responsible for all costs of delivery of vehicles to such facility and their return transportation unless on-site mobile installation is arranged in writing. (b) Changes requested by Customer in the matters described on the Pro Forma Invoice or Purchase Order (collectively referred to herein as the "Purchase Order") between FleetServ and Customer, to which a copy of these terms shall be attached, such as (but not limited to) specifications or delivery/completion date(s), which increase costs shall allow FleetServ to reasonably increase the prices there indicated. (c) Credit card payments are subject to a 3% processing fee. Prices indicated in the Purchase Order as "final" shall be valid for 30 calendar days. (d) Customer shall pay all taxes due as a result of the transaction described in the Purchase Order, such as but not limited to sales, purchase, use, value added or other taxes, which FleetServ is required to pay or collect, provided that FleetServ income taxes are excluded from this provision.
- 2. Payment and Credit.** Payment is due in accordance with the terms stated in the Purchase Order; however if no payment terms are stated in the Purchase Order, payment shall be due and payable immediately upon completion of the services. All payments shall be made in U.S. dollars. Late payments shall be subject to a fee of 1.5% of the unpaid balance per month (or if lower, the maximum rate allowed by applicable law) plus applicable collection costs. Customer hereby authorizes FleetServ to make inquiry at any time as to the credit and financial information pertaining to Customer from any source and for any reasonable and legal purpose.
- 3. Cancellation/Delays of Purchase Orders.** Cancelled Purchase Orders relating to sale or installation of products will require a cancellation/restocking fee of 20% of the indicated price, but in the case of custom orders of products, cancelled Purchase Orders will require payment of the costs incurred as of the time the notice of cancellation is received plus a 20% cancellation fee. Cancelled Purchase Orders relating to services will require a cancellation fee of 20% of the price there stated. Delays requested by Customer in either products or services which do not involve cancellations will require immediate payment of any increased costs resulting therefrom. All cancellations and delays must be requested by Customer in writing and any agreed changes in the Purchase Order resulting therefrom must be documented in writing.
- 4. Facilities and Delivery of Vehicles; Data Rights.** (a) Unless otherwise provided on the Purchase Order, all installation, retrofit, maintenance, repair or other work on vehicles of Customer shall be performed at a FleetServ facility reasonably selected by FleetServ. An appointment shall be requested of FleetServ and upon agreement of the parties as to such appointment time, Customer is responsible for delivery of the applicable vehicle(s) to such facility at the appointment time at its own cost. Such vehicle(s) shall be provided exclusively to FleetServ and shall remain at the FleetServ facility until the Purchase Order work has been completed. Failure of Customer to meet such appointment time shall result in a convenience fee of \$100 per hour of delay; failure to provide the vehicle on the appointed day shall result in a fee of \$500 and Customer shall be required to request a new appointment time. In the event FleetServ is requested, and agrees, to provide products or services other than at its designated facility, Customer shall pay all additional costs incurred in connection therewith, as well as those sums set forth on the Purchase Order, the time of such additional payment to be as designated by FleetServ. (ii) Customer understands and agrees that FleetServ may install a data logging device on any vehicle serviced hereunder. All data collected is and shall remain the property of FleetServ and may be used exclusively by FleetServ and its assigns.
- 5. Deliveries by FleetServ.** FleetServ will endeavor to meet delivery dates, subject to product availability and delays from manufacturers and suppliers and the provisions below for *force majeure*, but will have no liability whatsoever for delays in delivery for any reason. Any defects, discrepancies or shortages in products shall be promptly reported by Customer to FleetServ. For products ordered for delivery to Customer rather than to be installed by FleetServ, partial shipments are allowed.
- 6. Risk or Loss and Transfer of Title.** For products ordered for delivery to Customer rather than to be installed by FleetServ, title and risk of loss shall pass to Customer upon FleetServ's delivery to a common carrier. FleetServ shall select the carrier and Customer shall designate the location for final delivery and shall pay all delivery and related costs thereof prior to shipment. For products installed or retrofitted on Customer vehicles, title and risk of loss shall pass to Customer upon return of the vehicle to Customer.

### Warranty and Limitations of Liability

(a) **Warranty.** FleetServ warrants for the Warranty Period (defined below) that its installation, retrofit, maintenance, repair and other services shall be performed in a workmanlike and professional manner and such services are free of defects. FleetServ provides no separate product warranty on products sold, installed, retrofitted, repaired or otherwise provided to Customer by FleetServ. All warranties for products furnished by FleetServ are limited to those provided by the manufacturer of such products, and all claims for a breach of warranty must be provided to FleetServ. Alternatively, FleetServ may provide information as to where to make a warranty claim to the manufacturer. FleetServ does not warrant that the products it installs, retrofits, maintains or repairs shall comply with the governing federal, state or local environmental laws for such products. Further, the above warranties do not apply to defects resulting from: (i) improper or inadequate maintenance by Customer; (ii) unauthorized modification of the vehicle, engine or product; (iii) improper use or operation of the product provided by FleetServ; or (iv) a change in vehicle duty cycle or operation. The "Warranty Period" for services rendered by FleetServ in the case of installation of products is equal in time

to the product warranty of the product manufacturer. For repair or other services separately rendered without sale of products, the Warranty Period for FleetServ's services is 6 months from the date of completion of such services as determined by FleetServ.  
THE EXPRESS

1

WARRANTIES MADE IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS AND SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM THE COURSE OF DEALING OR USAGE OF THE TRADE, AND TITLE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT.

(b) Other responsibilities of Customer and vehicle owner/operator. It is the responsibility of Customer and/or the owner/operator to (i) have the vehicle engine tuned up so that prior to installation, retrofit or other FleetServ services it meets the engine manufacturer's specifications prior to such services, and (ii) following the rendering of such FleetServ services, (A) keep the vehicle for which services have been performed tuned and maintained; (B) keep the product provided by FleetServ maintained to the manufacturer's requirements; and (C) meet the maintenance requirements of applicable laws, such as the California Air Resources Board regulations. Without limiting the foregoing, FleetServ is not responsible for expenses related to poor engine maintenance or engine component failure.

(c) Limitations of Liability. THE TOTAL LIABILITY OF FLEETSERV WITH RESPECT TO ANY AND ALL CLAIMS, IRRESPECTIVE OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE AND/OR PRODUCT LIABILITY), ARISING OUT OF OR INCIDENT TO THIS AGREEMENT OR USE OF ANY OF PRODUCTS OR SERVICES SHALL NOT EXCEED THE PRICE PAID TO FLEETSERV ALLOCABLE TO PRODUCTS OR SERVICES ON WHICH SUCH CLAIM IS BASED. IN NO EVENT WILL FLEETSERV BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA, BUSINESS INJURIES OR LOSSES AND LOST PROFITS, ARISING FROM, OR RELATING TO, THIS AGREEMENT OR THE PRODUCTS AND SERVICES PROVIDED FOR HEREIN. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR, AND TO INDEMNIFY, DEFEND AND HOLD FLEETSERV AND ITS SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, HARMLESS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, EXPENSES, LIABILITY OR DAMAGES (INCLUDING REASONABLE ATTORNEYS' AND EXPERTS' FEES AND COSTS), INCLUDING, WITHOUT LIMITATION, FOR ANY PERSONAL INJURY OR DEATH, ARISING IN ANY WAY DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE USE OR FAILURE OF THE PRODUCT OR SERVICES PROVIDED HEREUNDER, OR COMPLIANCE WITH ANY AND ALL LAWS (WHETHER STATUTORY, UNDER COMMON LAW OR OTHERWISE), RULES OR REGULATIONS APPLICABLE TO THE USE OF THE SERVICES OR PRODUCTS.

8. Return policy. In the case of requests for non-warranty returns of products, prior approval and written consent of FleetServ, which may be withheld in its sole discretion, is required before any return of goods can be made and a restocking fee of 20% plus any applicable shipping costs will be required if such return is approved. FleetServ shall have no responsibility to receive or care for goods returned without such consent, and if it elects to accept physical possession, may charge Customer a reasonable fee for storage costs but has no responsibility to care for or for their condition after such acceptance.

9. Termination.

(a) Except as specifically provided herein, Purchase Orders placed cannot be cancelled by Customer, nor can delivery of goods or provision of services be deferred or extended by Customer without FleetServ's written consent. Each party shall have the right to terminate this Agreement for a material default upon the other party's uncured failure to comply in any material respect with the terms and conditions of this Agreement. The party seeking to so terminate shall give written notice to the other party at the address herein provided of its intention to terminate this Agreement, which notice shall state the default which forms the basis for such termination, and if the defaulting party fails to correct such default (i) within ten days after receipt of the termination notice in the case of failure to make payment hereunder, or (ii) in all other cases of default within thirty days (or if the same cannot reasonably be corrected or remedied within 30 days, if the defaulting party has not commenced curing such default within such 30 days and is not diligently pursuing completion of same) after receipt of the termination notice, then in the case of (i) or (ii) the non-defaulting party may immediately terminate this Agreement. Further, each party shall have the right to immediately terminate this Agreement upon the other party

becoming insolvent, bankrupt, or making an assignment, proposal or arrangement for the benefit of its creditors or becoming the subject of liquidation or winding up proceedings, or upon a receiver, trustee, liquidator or custodian being appointed over the undertaking or assets of the other party.

(b) In the event of a termination of this Agreement for whatever reason, the parties will in good faith work together to determine the sums due hereunder and damages in the event of a termination for default, as well as the disposition of undelivered or incomplete products and various other materials and parts relative thereto. Failing resolution of these matters by a written agreement, each party shall have all rights as provided in this Agreement and under applicable law and principles of equity

(c) Subject to the rights of Customer in the event of a termination for default of FleetServ, FleetServ shall be entitled to receive upon a termination the agreed price for all delivered products and services and all completed products not yet delivered, its costs for all unutilized materials and parts acquired to produce products, and (except in the case of a FleetServ default) anticipated profits relating to the remaining products and services provided for under this Agreement and which have not been assembled or provided as of the date of termination.

(d) The termination or expiration of this Agreement, however caused, shall be without prejudice to (i) rights of a party to receive payment for sums due hereunder, (ii) rights under any provision of this Agreement which expressly or necessarily calls for performance after expiration or termination, and (iii) Sections 7, 8, 9 and 10, all of which reserved provisions shall survive and remain in effect.

#### 10 Miscellaneous.

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a) General. (i) These Standard Terms and Conditions and the Purchase Order to which they are attached, constitutes the entire agreement (the "Agreement") between the parties with respect to the subject matter hereof and together supersede and replace all prior and contemporaneous understandings, agreements and representations, written, electronic or oral, regarding such subject matter. All amendment, modifications or waiver of this Agreement must be in writing and signed by the parties.

(ii) Neither party may assign or transfer, by operation of law or otherwise, any of its rights or obligations to any third party without the written approval of the other party hereto and any attempted assignment or transfer in violation of the foregoing shall be void and have no force or effect; provided that no such consent will be required in connection with the sale of all or substantially all of the business of the party related to the product and services or in connection with any merger, reorganization or sale of the party, so long as the assignee agrees in writing to fulfill all obligations of the assignor. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties but, except as otherwise provided, nothing in this Agreement is intended to confer upon or give rights or remedies to any other person or entity; not by way of limitation, no license or other right is granted by FleetServ to any of its confidential or proprietary information. Nothing in this Agreement shall be deemed to create a partnership, agency or joint venture between the parties and neither party shall represent otherwise

(iii) If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

(iv) Each party represents and warrants that it has all requisite power and authority to enter into this Agreement and carry out and perform its obligations hereunder and that this Agreement constitutes its legal, valid and binding obligation, fully enforceable in accordance with its terms except as limited by applicable bankruptcy and insolvency laws and other like provisions, and general principles of equity

(v) This Agreement may be executed in counterparts, each of which shall be considered an original, but all of which together will constitute the same instrument upon delivery; facsimile and photo static signatures shall be deemed as effective as any original signatures. Headings used in this Agreement are for ease of reference only and shall not be used to interpret any aspect of this Agreement.

(b) Excused Delays. FleetServ shall not be liable to the other for delays or failures in performance resulting from causes beyond its reasonable control including, but not limited to, acts of God, labor strikes, disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communication or utility failures, or casualties or other acts of force majeure.

(c) Notices. All notices and other communications given or made pursuant to this Agreement (each, a "Notice") shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (i) personal delivery to the party to be notified; (ii) 1 business day after being delivered by facsimile or e-mail (with receipt of appropriate confirmation); (iii) 5 days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) 1 business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All Notices shall be sent to the respective parties at their address, email address or facsimile number indicated in the Purchase Order, or to such other address, email address, or facsimile number, as subsequently modified by Notice given in accordance with this provision.

(d) Remedies and Governing Law. The parties' rights and remedies under this Agreement or which arise by operation of law or principles of equity are cumulative and not alternative or exclusive of, or a waiver of, any rights or remedies which a party might otherwise have. This Agreement shall be governed by and construed according to the laws, from time to time in effect of the State of California, excluding any conflict of law principles. To the fullest extent permitted by law, each party hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Agreement. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in any Federal or state court in the State of California, and each party waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding, including any defense of improper venue, forum non conveniens or lack of personal jurisdiction and hereby irrevocably submits to the jurisdiction of any such court in any suit, action or proceeding. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its reasonable attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

## Who we are

### About Us

About FleetServ

**Customer-centric methodology for fleet business Continuity** - FleetServ understands that no two fleets are alike in their circumstances and business continuity requirements. We help you identify and address your potential weak spots, then based on our strong combination of experience and resources, provide the industry's most cost effective solutions for the road ahead.

**Leading the industry on turnaround time with our Responsive attitude** - We understand that time is critical to keeping your fleet profitable and your customers happy. Our products and processes have been keenly developed to minimize downtime. We're serious about earning your business not just once, but every time you urgently need our help. That's why we lead the industry in turnaround time.

**Not just more experience ... the right experience** - Our fresh approach to eliminating worries about fleet business interruption is not only based on the industry experience of our people --it includes the miles and miles of road traveled by our customers. Together, we're a powerful knowledge base enabling a smarter, fresh approach to business in motion.

**Proactively blazing the trail ahead** - We are constantly improving and evolving our products. We use the latest advances in technology to improve efficiencies while also improving quality and cost. We have developed many proprietary processes.

**The one you can truly trust with your bottom line** - We believe that honesty is still, genuinely, the best policy --for you as the customer and for us as a company built to outlast the competition. You can count on us for cost-sensible products and services that build your profitability --and our reputation--for years to come.

Signed by:

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City of Brawley

---

Date



Quote # 20150280

Page 1 of 3

**Customer** City of Brawley  
 Name Pete Sanchaz  
 Address 180 S. Western Ave.  
 City Brawley State CA Zip 92227  
 Phone (760) 344-1241  
 Email \_\_\_\_\_

Date 2/13/2015  
 Order No. \_\_\_\_\_  
 Rep Joe Pashman/VL  
 Quote Expires 3/30/2015

**ESTIMATED PRICING FOR BUDGETARY PURPOSES ONLY PENDING PRE-INSTALLATION COMPATIBILITY RESULTS.**

Qty	Description	Unit Price	Mobile Install
<b>Vehicle #: 26</b>			
1	<u>Option A</u> Johnson Matthey CRT Retrofit Device (Passive)	\$ 14,505.37	\$ 14,505.37
1	<u>Option B</u> ESW Group Horizon Retrofit Device (Active Device) Up to 370HP	\$ 17,789.30	\$ 17,789.30
1	50' Connector Cable:	\$ 685.00	\$ 685.00
<p><u>Price quoted above includes:</u>            * CARB Verified level 3+ Diesel Particulate Filter            * Installation of Retrofit Device by Ironman's Installation Team(s)**            * installation parts            * <b>Note: This quote does not include electrical infrastructure</b></p> <p><b>Option for Retrofit Connector Cords:</b> Ironman offers optional connector cords for the Retrofit Active System. The connector cords come in 2 lengths, 25' @ \$450.00 and 50' @ \$685.00.</p> <p><b>Mobile Install:</b> Installations are to be performed at the Customer's designated facility in <b>Brawley, CA</b>. Customer agrees to make vehicle(s) available on date/times agreed upon with Ironman. Customer agrees to make at least one (1) covered bay, equipped with air and 220V power, available at each facility for Ironman's mobile installers to perform work.</p> <p>**** This quotation covers standard parts and labor fees for the job quoted. Discovery of requirements for non-standard labor or parts are considered over and above and will be quoted separately.****</p> <p>Sales tax to be adjusted based upon delivery location and tax rate at time of sale. Cancelled orders are subject to cancellation and/or restocking fee up to 20%. Custom orders are subject to the costs incurred up to the time of cancellation, with a minimum of 20% cancellation fee. We accept all major credit cards for a 3.00% convenience fee.</p> <p>All sales to Buyer under this Quotation are subject exclusively to the Ironman Compliance Terms and the Ironman General Terms and Conditions of Sale, which are provided with this Quotation (collectively the "Contract"). No other terms or conditions shall be binding upon Ironman unless agreed to in writing and signed by an officer of Ironman. Placing an order shall constitute Buyer's full acceptance of the entire Contract exactly as written.</p>			

Please Refer to Page 2 for acceptance of "Compliance Terms and Conditions" and Page 3 for "General Terms and Conditions of Sale"

	CRT	Horizon
Subtotal:	\$ 14,505.37	\$ 18,474.30
Sales Tax:	Included	Included
<b>Total:</b>	<b>\$ 14,505.37</b>	<b>\$ 18,474.30</b>

**Payment** \_\_\_\_\_  
 Comments 50% deposit is due at time of order, with the full payment balance due at installation appointment.  
 Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_ CVC # \_\_\_\_\_

Office Use Only

2535 Anselmo Drive, Corona, CA 92879 (951) 735-3710 Fax: (951) 734-5833

**COMPLIANCE TERMS**

*Through Acceptance below, Customer fully acknowledges and agrees to the quote attached herein in its entirety with the following "Compliance Terms" and "General Terms and Conditions of Sale" (Page 3).*

**Best Available Control Technology (BACT):** CARB mandates that BACT must be installed to meet compliance regulations. Ironman has quoted calculated current BACT as of the date of this quote. Material and labor costs are subject to increase as new advanced technologies are developed and approved as BACT, when vehicle assessments reveal quoted product is not verified as BACT, if there is insufficient space for the retrofit, or when data logging shows operating parameters cannot be met.

**Product:** Lead time on Retrofit Systems is approximately 4-5 weeks ARO.

Customer agrees to make their equipment available exclusively to Ironman for the mobile appointment at the date/time specified by Ironman scheduling. There is a \$100.00 per hour convenience fee charged to the customer for earlier or later appointments.

**TRUCRS Disclaimer:** Ironman is not liable for any portion of this program that is managed or contributed to by others. Liability for accuracy of information provided to Ironman by Customer or their assignees rests exclusively with Customer.

**Emissions CARB-Specified Mandatory Training:** Per CARB, it is a mandatory requirement for end users to be trained in the maintenance and operation of the DPF device before the equipment is put back into service after installation. The Ironman training materials from the Verified Emission Device manufacturers that you have purchased are available to the Buyer through our complimentary monthly workshop, and on an on-going basis via our online training portal at [www.ironmanparts.com/customerportal](http://www.ironmanparts.com/customerportal). To attend the next DPF maintenance workshop visit [www.ironmanparts.com/events](http://www.ironmanparts.com/events).

**No Show Fee:** In the event customer cancels scheduled appointment, the customer may be subject to travel fees including mileage and time incurred by Ironman.

**Missed Appointment Fee:** In the event customer misses scheduled appointment, the customer will be subject to a \$500.00 charge to cover travel fees including mileage and time incurred by Ironman.

**Service Work Order Authorization:** Ironman requires a service Work Order authorization of no less than \$250.00 for customers who request mobile service, prior to a technician being dispatched. Once the technician has determined the service is customer responsibility and cost estimate exceeds amount authorized, technician will obtain additional authorization for further service.

**Non-warranty service travel fee:**

Customer is responsible for payment of Ironman travel fees for all services performed on-site at customer facility. If customer chooses to bring the equipment into an Ironman facility, the travel fees will be waived.

**CJ4 low-ash oil:** DPF manufacturers and Ironman highly recommend the use of CJ4 low-ash oil to prevent premature plugging of the substrates. This service can be performed at an Ironman fixed installations site during the retrofit installation appointment. To find out more information, or for a quote please contact Ironman before your retrofit installation appointment. Low ash oil can save downtime and the cost of added maintenance fees.

**Quantity:** Quantity of vehicles quoted is based on information given to Ironman from Customer. Should quantity of vehicles or service/installation location change, a revised quote shall be issued to reflect said change(s).

**ARB Requirements:** As outlined by ARB in Title 13 in the California Code of Regulations, Section 2449(d)(8)(D) states, "before installing a VDECS on a vehicle, the fleet owner must ensure that... the engine to be retrofitted is tuned up so that it meets engine manufacturer's specifications prior to VDECS installation." In addition, Title 13 CCR, Section 2449(d)(9) states, "the owner of a vehicle retrofit with a VDECS must ensure all maintenance on the VDECS and engine is performed as required by the respective manufacturers. Documentation of engine and VDECS maintenance history must be provided to ARB staff upon request."

Ironman recommends the customer keep this documentation on file to ensure ARB and manufacturer warranty compliance.

ARB requires data logging for passive devices be performed while the vehicle is operating in a manner that is representative of the normal duty cycle in which the engine is typically used by the customer. If for whatever reason at a later time, a customer chooses to use the equipment in a different duty cycle and/or if the temperature no longer meets the ARB requirements outlined in the ARB Executive Order, the customer may request approval from the manufacturer and ARB for re-designation of the retrofit to another engine in the customer's fleet that meets the ARB requirements, or have Ironman clean the substrate if the changed duty cycle was an unusual one off event in order for the equipment to return to normal operating conditions. Service maintenance that is required as a result of the vehicle being operated in a manner that is outside the conditions of the VDECS Executive Order will be considered to be a serviceable event and the costs are to be covered by the customer and not the VDECS manufacturer warranty.

Please contact Ironman with any questions or for more information.



**General Terms and Conditions of Sale**

**Contract:** This sale shall be subject to the terms and conditions contained or referred to in the Seller's quotation and on this and other pages hereof and constitutes the sole contract between the parties. No waiver, alteration, or modification of these terms shall be binding unless agreed to in writing and signed by an officer of Seller at its general office in Corona, California. Any legal action filed by Buyer or Seller relating to this contract or the products or services provided by Seller must be commenced within one (1) year after the cause of action has accrued.

**Applicable Law:** This Agreement/Contract shall be governed by the laws of California and any applicable Federal laws. Any legal actions on behalf of Buyer or Seller shall be filed in the jurisdiction of Riverside County CA which shall be the sole venue for all legal actions.

**Payment:** Unless other terms are expressly agreed upon in writing between Buyer and Seller, Buyer shall pay the purchase price for all goods based on the following terms. All Sales are NET 30 DAYS from date of invoice. A service charge of 1 1/4% per month, will be charged on past due accounts. Any goods returned for credit or exchange must include the invoice number along with Seller's Return Authorization. Authorized returns incur a 20% restocking fee and the returned goods must be in new/unused condition. In the event payment is not according to the terms expressed above, Buyer is liable to Seller for both (a) interest at 1.5 percent per month, or if lower, the maximum rate permitted by applicable law, and (b) all costs of collection of amounts due. Accounts ninety (90) days old shall be automatically considered for C.O.D., and may be placed on C.O.D. in the sole discretion of Seller. Seller shall recover from the Buyer any and all costs and fees associated with collection of past due invoices to the fullest extent allowed by the law.

**Prices:** The prices herein named or heretofore quoted or agreed upon are on the goods as specified and the future prices for the goods are subject to change without prior notice, with Seller reserving the right to bill at prices in effect at time of shipment. If changes are made in specifications, delivery or other terms quoted, Seller reserves the right to adjust prices if necessary to cover increased cost.

**Taxes:** Any taxes which the Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, or consumption of the goods covered hereby are in addition to the prices defined above and shall be the responsibility of Buyer who shall promptly pay the amount thereof to Seller.

**Delivery:** Title to the goods and risk of loss pass to the Buyer at Seller's facility in Corona, California which shall be the F.O.B. point under all circumstances regardless of where or how the goods are delivered to Buyer. Any shortages or discrepancies concerning this order must be reported at the time of delivery.

**Cancellation:** Orders placed cannot be cancelled by the Buyer, nor can delivery of goods in process be deferred or extended beyond the original delivery date specified, except with the Seller's written consent and upon terms which will indemnify the Seller against loss. Buyer is subject to cancellation fees.

**Return Policy:** Prior approval and written authorization must be obtained before any return can be made. Any returns made without prior approval will be treated as if Buyer is returning the goods to Seller for storage and Buyer will remain liable for the full amount of the purchase price plus applicable storage charges. In the event storage charges exceed the original purchase price of goods, title to the goods shall pass to Seller in lieu of payment of storage charges. No goods may be returned after 15 days. A 20% restocking fee will be issued on all returned items. Determination of the value for core credits will be at the sole discretion of Seller.

**Disclaimer of Warranties:** Except for any manufacturer's warranty on the goods that will pass to Buyer, there are no warranties expressed or implied, of any type or form. All manufacturers' names, numbers, symbols, and descriptions are used for reference purposes only, and it is not implied that any part listed is the product of Seller. While the manufacturer may warrant the goods sold to the Buyer, Seller makes no warranties expressed or implied, with respect to such goods and there is no warranty of merchantability or fitness for particular purpose. Seller shall not be held liable for any special, indirect or consequential damages and all goods whether new, used, surplus, or rebuilt are sold on an "as is, where is" basis.

**Emissions Product Warranty:** The diesel emission control systems (DECS) warranty is covered by the manufacturer of the system. The system warranty information is supplied as part of the owner's manual from the DECS manufacturer. Except for valid warranty claims for the DECS products covered by the manufacturer where the Seller has provided written authorization for the return of the DECS as provided in the Return Policy above, all DECS products are non-returnable.

**Emissions Labor Warranty:** Seller warrants its installation of diesel emission control systems (DECS) and the installation parts for the same number of years, miles or hours as the DECS is warranted by the DECS manufacturer.

**Other Labor Warranty:** Seller warrants its labor services to be free of defects in workmanship for a period of ninety (90) days from the date of service. This service warranty is conditional on the Buyer paying the invoice for the service within the net thirty (30) days payment terms.

**Emissions CARB Specified Training:** Seller will provide access to training materials to Buyer before the vehicle, equipment, or engine is put back into service and will be available to the Buyer on an on-going basis. Buyer agrees to complete the training online or in-person before the vehicle, equipment, or engine is put back into service as required by CARB.

**Force Majeure Contingencies:** The Seller is not liable for any default or delay caused by any contingency beyond its control, or beyond the control of its suppliers or manufacturers, preventing or interfering with delivery by the Seller, including war, strikes, lockouts, fire, accidents, restraints affecting shipping or credit, non-arrival or delay of carriers, floods, storms, short or reduced supply of fuel or raw material or excessive cost thereof, or of production or any other similar contingency affecting the Seller or its suppliers or manufacturers. The Seller may, at its option, deliver ratable with reference to all its customers or cancel any delivery not made due to such contingencies.

**IRONMAN TOTAL COMPLETE AND EXCLUSIVE LIABILITY SHALL NOT EXCEED THE ORIGINAL IRONMAN INVOICE VALUE**  
**THE BUYER'S ORDER OF ANY GOODS AND SERVICES IN IRONMAN'S QUOTATION SHALL CONSTITUTE AN ACCEPTANCE**  
**BY THE BUYER OF ALL THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO IN THE IRONMAN'S QUOTATION**  
**AND PROVIDED IN THESE GENERAL TERMS AND CONDITIONS OF SALE.**

**ACCEPTANCE:**

*By date and signature hereunder, I hereby agree and accept the Compliance Terms (page 2) and General Terms and Conditions of Sale (page 3) stated within the aforementioned Quote.*

Dated \_\_\_\_\_

\_\_\_\_\_  
(Customer)