

**BRAWLEY CITY COUNCIL AND
SUCCESSOR AGENCY TO BRAWLEY COMMUNITY
REDEVELOPMENT AGENCY AGENDA
Regular Meeting
Tuesday, April 3, 2012 @ 6:00 PM**

**City Council Chambers
383 Main Street
Brawley, California 92227**

George A. Nava, Mayor
Sam Couchman, Mayor Pro-Tempore
Miguel C. Miranda, Council Member
Ryan E. Kelley, Council Member
Don C. Campbell, Council Member

Alma Benavides, City Clerk
Jim Hamilton, City Treasurer
Dennis H. Morita, City Attorney
Rosanna Bayon Moore City Manager/
Executive Director

CALL TO ORDER

ROLL CALL

INVOCATION ***Pastor James Tucker, Valley Baptist Church***

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

1. 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*

- i. Approve Resolution of the City Council of the City of Brawley, California, approving the Application for Bicycle and/or Pedestrian funds under the Transportation Development Act and approving the adoption of its Bicycle and/or Pedestrian Plan.
- j. Approve Resolution of the City Council of the City of Brawley, California, approving the Article 8c application for Dial-A-Ride Transit purposes under the Transportation Development Act (SB 325), PUC 99400.
- k. Approve Resolution of the City Council of the City of Brawley, California, approving the Article 8e Application for Bus Benches/Shelters purposes under the Transportation Development Act (SB 325), PUC 99400.

4. REGULAR BUSINESS

- a. Discussion and Action regarding continued video documentation of Brawley City Council Meetings.

5. COUNCIL MEMBER REPORTS

6. CITY MANAGER REPORT

7. CLOSED SESSION

- a. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9(a)):
 - 1. City of Brawley vs. La Paloma
 - 2. City of Brawley vs. Springhouse et al.
 - 3. City of Brawley vs. Luckey Ranch et al.
 - 4. Jupiter Ventures vs. City of Brawley
- b. The Agency will recess to closed session with its attorney regarding anticipated litigation in that significant exposure to litigation against the agency. A point has been reached where, in the opinion of the Agency legislative body on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the Agency. There are two such potential cases. (Government Code Section 54956.9(b)(1)).

ADJOURNMENT Adjourn to ***Tuesday, April 17, 2012 @ 6:00 PM***, City Council Chambers, 383 Main Street, Brawley, California. Supporting Documents are available for public review in the Office of the City Clerk, 383 Main Street, Brawley, California 92227 - Monday through Friday during Regular Business Hours; Individuals who require special accommodations are requested to give 48 hours prior notice. Contact: Alma Benavides, City Clerk @ 760-351-3080.

Alma Benavides, City Clerk

"Saving Is EZ"

IMPERIAL VALLEY ENTERPRISE ZONE

**PRESENTATION TO
Brawley City Council**

April 3, 2012

**DIANE CASON
IVEZ MANAGER**



"Saving Is EZ"

Enterprise Zone Here for Business

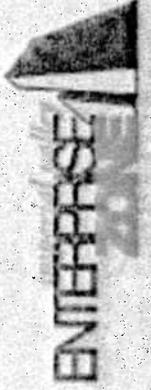
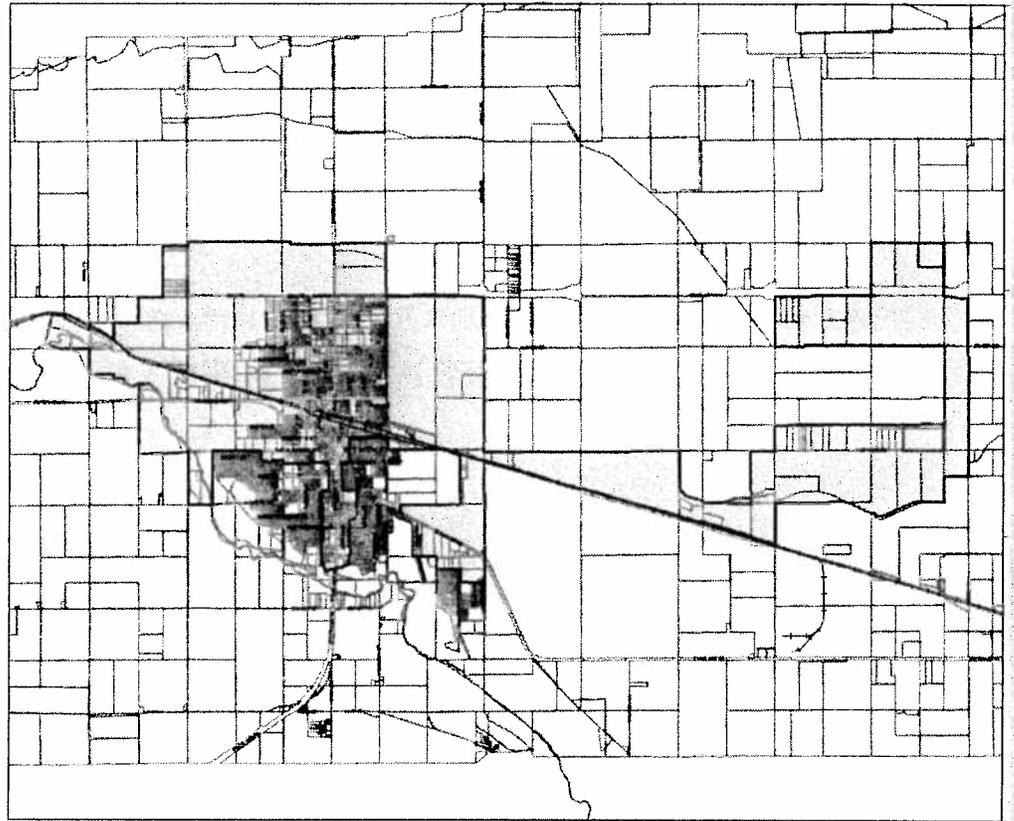
- Retention
- Expansion
- Attraction

Keeping business dollars locally



"Saving Is EZ"

Imperial Valley Enterprise Zone Map



"Saving Is EZ"

How does a business save?

- Hiring Tax Credits: An employer may claim a credit against its income tax liability for a percentage of wages paid to qualified employees.

50% of qualified wages in Year 1

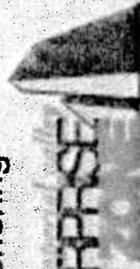
40% of qualified wages in Year 2

30% of qualified wages in Year 3

20% of qualified wages in Year 4

10% of qualified wages in Year 5

- Qualified wages are 150% of minimum wage or the actual wage, whichever is less.
- Your EZ Manager can work with you to qualify your employees through vouchering



"Saving Is EZ"

How does a business save?

- **Sales Tax Credits**
Deduct 100% of sales tax on qualified purchases.
- **Business Expense Deduction**
Purchase of qualified property may be deducted as a business expense rather than a capital expense
- **Net Operating Loss Carryover**
Any business in the EZ can carry forward 100% of a loss in a given year for up to 15 years

"Saving Is EZ"

How does a business save?

- Lender Interest Deduction
 - This allows a lender to deduct from their taxable income the amount of "net interest" on loans made to a business located in the Enterprise Zone. Business owners may negotiate lower interest rates because of this incentive.

"Saving Is EZ"

IVEZ History

- Joint application with the City of Brawley and the County, designation granted March 1, 2006
- Formation of IVEZ JPA with equal partners- City of Brawley, County of Imperial and the IID
- Execution of MOU with the State of California with final approval of with IVEZ JPA (by both City and County)
- Contracted current manager –May 2008

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IVEZ Successes-Hiring Credits

- 2007: 110 total vouchers
- 2008: 306 total vouchers
- 2009: 1,130 total vouchers (23 Businesses)
 - 156 New Positions
- 2010: 328 total vouchers (25 Businesses)
 - 72 New Positions
- 2011: 319 total vouchers (25 Businesses)
 - 27 New Positions

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JOB CREATION

VOUCHERING STATISTICS

- 2009-20011
 - 255 New positions
 - 2009 average hourly rate-\$8.40
 - 2010 average hourly rate-\$9.38
 - 2011 average hourly rate-\$10.40

EXPANSIONS

- 5 approved to date (1,094.88 acres remaining)
 - Spreckles
 - Cal Energy
 - Ormat
 - Dahm Enterprises
 - Hudson Ranch (Energy Source)



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Job Creation (cont.)

NEW/EXPANDED BUSINESSES

- Physicians
- Community Valley Bank
- Simbol Materials
- National Beef processing addition
- Aarons
- Hudson Ranch

FUTURE BUSINESSES

- Chandi Group
 - Del Taco
 - Car Wash
 - Am/Pm
- Sun Community Federal Credit Union
- Hotel located at old Regan Center

"Saving Is EZ"

OUTREACH

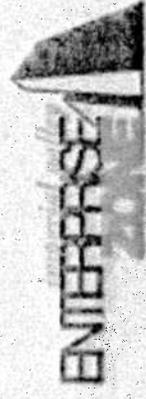
- Contacted 294 local businesses in 2011
- Mixers
- Events
- Tradeshows/Expos
 - Attended 5 trade shows in 2011
 - Medical Device and Manufacturing
 - California League of Food Processing
 - Renewable Energy Summit
 - Mexport
 - International Conference of Shopping Centers
- Presentations
 - Service Clubs
 - JPA Members
 - Franchise Tax Board

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BUSINESS RECRUITMENT

SITE VISITS FROM OUTSIDE INVESTORS **(2011-2012)**

- Solar Companies (several)**
- Biomass**
- Medical Facility**
- Solar Assembly Facility**



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MARKETING

- Facebook
- Articles and Publications
- Print Advertisement
- Attendance at Local Events
- Relationships with Sacramento
 - CAEZ Marketing Firm
- Newsletters
- Website
 - 1,619 average visits for 2011

"Saving Is EZ"

Marketing (cont.)

- Committees
 - Workforce Development Business Services Committee
 - Brawley representative on Joint Chamber GAC
 - Joint Strike Force Committee

"Saving Is EZ"

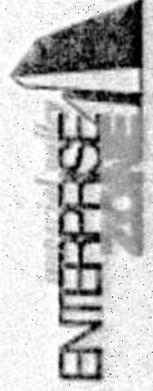
Legislative Action

- Member of California Association of Enterprise Zones (CAEZ) Government Affairs Committee
- Keeping Brawley and the County in front of the State
- Saved from elimination-EZ success

"Saving Is EZ"

PARTNERSHIPS

- JPA/Funding/MOU with the State of California
 - County of Imperial
 - Imperial Irrigation District
 - City of Brawley
- IVEDC
 - Tradeshows
 - Leads
 - Marketing
- CCEZ
 - Tradeshows
 - Presentation
 - Workshops



FUTURE PLANS

- Upcoming Tradeshows
 - Mexport
 - ICSC
- Business Development
 - 2 Potential Expansions
 - New businesses at Wal-Mart pads
 - New hotel via renovation
 - Business visits
- Continue with Partnerships
- Continue active lobbying efforts for EZ program
 - Legislative Day in April
- Amended TEA
 - New census
- HCD 2 year report due October 2012

"Saving Is EZ"

Questions?

?

Thank you for your support of the IVEZ!



Monthly Staffing Report

Prepared as of :4/02/2012

Full-time Regular EE Groups	Authorized Positions	Filled Positions	Vacant Positions	Notes
Building & Community Development	7	5	0	Reduction in force 2 positions
Economic Development	1	0	0	Reduction in force 1 position
Finance	9	7	1	Accounting Assistant Reduction in force 1 position
Fire	15	14	1	Fire Chief
Personnel & Risk Management	2	1	0	Reduction in force 1 position
Information Technology	1	1	0	
Library	4	4	0	
Parks & Recreation	12	12	0	
Planning	2	2	0	
Police	52	48	4	2 Officers; Commander; Dispatcher
Public Works	40	39	1	WWTP 3
Records Management/City Clerk	4	2	0	Clerk as 2 positions; Reduction in force 1 position
Council Members	5	5	0	
Treasurer	1	1	0	
City Manager	1	1	0	
Total	156	142	7	

Groups	Limited Term Positions	Temp Positions	Temp Agency Positions	
Building & Community Dev	0	0	0	
Economic Development	0	0	0	
Finance	0	1	0	Accounting Assistant
Fire - Call Paid	0	23	0	
HR & Risk Management	0	0	0	
Information Technology	0	0	0	
Library	3	0	0	LAMBS
Parks & Recreation	0	6	0	Using one position full time
Planning	0	0	0	
Police	0	2	1	Graffiti, Car Washer, Clerk
Public Works	0	1	0	WWTP OIT
Records Management	0	1	0	Janitor - PT

NOTES: Parks and Recreation has 6 seasonal workers on the active payroll that are called in to turn on lights, open the Lions Center for events, etc. Performing these tasks with seasonal workers is more cost effective than paying overtime to a full time employee.

CITY OF BRAWLEY
March 6, 2012

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

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

The invocation was offered by **Pastor Richard Rodriguez, House of Bread Ministries**

The pledge of allegiance to our flag was led by **CM Campbell**

PRESENT: Campbell, Couchman, Miranda, Nava
ABSENT: Kelley

APPROVAL OF AGENDA

The council **approved** agenda as submitted. m/s/c Miranda/Couchman 4-0
Kelley absent

AYES: Campbell, Couchman, Miranda, Nava
NAYES: None
ABSTAIN: None
ABSENT: Kelley

1. PUBLIC APPEARANCES/COMMENTS

PC Gillmore introduced Brawley's newest Police Officer, Kali Orff, to Council. The Police Chief indicated she was a former reserve officer.

2. PROCLAMATION PRESENTATION

Ms. Carol Sassie and Ms. Mary Miller along with youth and parents were presented a proclamation in honor of the 100th Anniversary of Girl Scouts of America.

3. DEPARTMENTAL REPORTS

a. Monthly Staffing Report - Shirley Bonillas, Personnel & Risk Management Administration.

Ms. Bonillas indicated that the four (4) layoff positions were due to the Community Redevelopment Agency dissolution.

4. CONSENT AGENDA

The consent agenda was **approved** as amended. m/s/c Miranda/Campbell 5-0

AYES: Campbell, Couchman, Kelley. Miranda, Nava
NAYES: None
ABSENT: Kelley
ABSTAIN: None

- a. **Approved** of Accounts Payable for: February 16, 2012
- b. **Approved** purchase sale and joint escrow instructions for property located at 1080 G Street for purchase \$38,000. Rejected all bids for APNs 047-231-013 and 047-231-014.
- c. **Award** bid to A & R Construction Inc., for Project No. 2011-06, K Street Drainage Improvements Project, in the amount of \$242,410.
- d. **Approved** 2nd Reading of Ordinance No. 2012-01: Ordinance of the City Council of the City of Brawley, California establishing a No Parking Zone.
- e. **Approved** Amendment No. 1 to Brawley City Manager's Employment Agreement.
- f. **Authorized** City Manager to execute letter of Public Convenience and Necessity to be submitted with Department of Alcoholic and Beverage Control (ABC) Zoning Affidavit.

5. REGULAR BUSINESS

a. IVTA Update - Luis Wong, Network Administrator

Mr. Wong presented update in form of a power point presentation.

6. MAYOR AND COUNCIL MEMBERS REPORTS

Campbell: Reported on the SCAG Meeting he attended last week in Los Angeles and thanked city staff for hard work.

Couchman: Attended several mixers including event featuring at Stockmen's Club, A Thing called Cake, and the Brawley Business Resource Center opening at the Rock Café. Thanked all staff involved in cleaning up the property at the corner of Las Flores and Highway 86.

Miranda: Nothing to report.

Nava: Attended LTA meeting where a lot of questions arose. Read to 200 2nd grade students for the Dr. Seuss Read Across America Program. Reminded about the 2nd Annual Mayor's Breakfast scheduled for Friday at the Stockmen's Club.

7. CITY MANGER/CITY ATTORNEY/CITY CLERK REPORTS

Bayon Moore: Reported that the groundbreaking ceremony for Fire Station No. 2 is scheduled for Thursday, April 12, 2012. Staff is working on a date for the Wastewater Treatment Plant groundbreaking ceremony. Reported on a brief meet and greet with the CEO of Pioneer's Memorial Hospital, Greg Moore.

Morita: Nothing to report

Benavides: Reminder of League Dinner scheduled for Thursday, March 29, 2012.

8. ADJOURNED TO CLOSED SESSION

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY.

None to report

ADJOURNMENT @ 6:40 PM

Alma Benavides, City Clerk

Check Register Report

Date: 03/16/2012

Time: 12:36 PM

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City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
17885	03/16/2012	Printed	A297	SAFWAN ALBOINY	Refund Deposit 908 Arroyo Ct	111.04
17886	03/16/2012	Void			Void Check	0.00
17887	03/16/2012	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	566.71
17888	03/16/2012	Printed	A346	JESUS ALVAREZ	Refund Deposit 887 David St	110.17
17889	03/16/2012	Printed	A795	ALYSON CONSULTING	Boundry Control & Legal Princ	35.00
17890	03/16/2012	Printed	A232	ARC INDUSTRIES	Park Litter Control February	2,756.00
17891	03/16/2012	Printed	A001	YAZMIN ARELLANO	Travel Adv. PW Officers Inst	1,135.50
17892	03/16/2012	Printed	B700	THE BANK OF NEW YORK	Tax Alloc. Bonds 2006 RDA	123,296.25
17893	03/16/2012	Printed	B684	LAURA P. BLAKE	Zumba Instructor February 2012	335.75
17894	03/16/2012	Printed	B897	BOARD OF EQUALIZATION	Feb 2012 Sales Tax Prepayment	112.00
17895	03/16/2012	Printed	B269	BRAWLEY TRACTOR PARTS	Gloves	17.19
17896	03/16/2012	Printed	B747	BRENNTAG PACIFIC INC.	Hypochloric Solution	1,373.84
17897	03/16/2012	Printed	C803	CAL-TEST	Drug Prevention Fee March 2012	39.95
17898	03/16/2012	Printed	C720	CALEXICO CHRONICLE	Publish Ord #2011-07	435.00
17899	03/16/2012	Printed	C123	VIRIDIANA Y. CATLETT	Zumba Instructor February 2012	178.00
17900	03/16/2012	Printed	C902	CHEVRON & TEXACO CARD	Fuel/Police Department	889.03
17901	03/16/2012	Printed	C249	CREATIVE CONTROL SYSTEM	Services WTP PLC Program	900.00
17902	03/16/2012	Printed	D144	DANIELS TIRE SERVICE	Oil Change P.D. #934	456.16
17903	03/16/2012	Printed	D602	DESERT AUTO PLAZA	Tail Lamp, Guard Parks #211	661.33
17904	03/16/2012	Printed	D898	DUFLOCK & ASSOCIATES	Refund Deposit 668 S 3rd	188.58
17905	03/16/2012	Printed	E298	EL CENTRO ANIMAL CLINIC, IN	Vet Services 2/6	399.90
17906	03/16/2012	Printed	E216	EL CENTRO MOTORS	Tire Sensor, Clamp P.D. #922	121.45
17907	03/16/2012	Printed	E145	ELMS EQUIPMENT	Rental Air Compressor - Shop	591.94
17908	03/16/2012	Printed	E398	EMPIRE SOUTHWEST LLC	Belt Streets #45	39.40
17909	03/16/2012	Printed	F358	THE FAIR STORE	Safety Boots/Ralph Walker	600.00
17910	03/16/2012	Printed	F549	BOBBY FIERRO	BasketBall Referee Mar 5, 6	30.00
17911	03/16/2012	Printed	F132	YOLANDA FORD	Refund Deposit 1064 B Street	37.70
17912	03/16/2012	Printed	G729	GARRETT DEVELOPMENT, INC.	Refund Deposit 450 W B Street	117.90
17913	03/16/2012	Printed	G158	YVETTE GOMEZ	Basketball Scorekeeper Mar 5,6	32.00
17914	03/16/2012	Printed	G440	GOVERNMENT FINANCE OFF.	2012-2013 GASB Subscription	215.00
17915	03/16/2012	Printed	G010	GOYAL ENTERPRISES	Fuel For Motor Units	213.89
17916	03/16/2012	Printed	G536	GRAFFIK INDUSTRIES, INC.	Sign Panel	323.25
17917	03/16/2012	Printed	H267	DALE & DAVID HAGEN	Refund Deposit 506 Willard	123.52
17918	03/16/2012	Printed	H208	NATHAN HAMBY	Basketball Scorekeeper Mar 5	16.00
17919	03/16/2012	Printed	H646	HAZARD CONSTRUCTION CO. INC	Airport Taxiway Rehabilitation	674,868.51
17920	03/16/2012	Printed	H406	JAMES & ROSALIA HINCAPIE	Refund Deposit 1011 Mendibles	110.15
17921	03/16/2012	Printed	I447	I. V. TERMITE & PEST CONTRO	Pest Control	29.00
17922	03/16/2012	Printed	I004	IMPERIAL CO TRANSPORTATION	Trans IVAG Shared Cost 3rd Qtr	4,715.37
17923	03/16/2012	Printed	I419	IMPERIAL COUNTY TREASURER	2011-12 Property Taxes 1125 K	801.12
17924	03/16/2012	Void			Void Check	0.00
17925	03/16/2012	Void			Void Check	0.00
17926	03/16/2012	Printed	I301	IMPERIAL HARDWARE CO., INC.	Bulb, Shop Lite, Max Flo Pump	1,066.49
17927	03/16/2012	Printed	I443	IMPERIAL PRINTERS	Scan WWTP Specs/Plans	665.15
17928	03/16/2012	Printed	I608	IMPERIAL TRUSS & LUMBER CO	Studs	34.46
17929	03/16/2012	Printed	I432	IMPERIAL VALLEY COLLEGE	Health Care CPR Cards	80.00
17930	03/16/2012	Printed	I958	IMPERIAL VALLEY WEEKLY	Publish Ord. #2012-01	450.00
17931	03/16/2012	Printed	J145	JOBS AVAILABLE	Subscription To Jobs Available	39.00
17932	03/16/2012	Printed	J319	JUPITER VENTURES III, LP	Refund Over/Pynt 718 Milano Ct	12,023.20
17933	03/16/2012	Printed	K125	JEFF KALLAL, ADLC	Refund DepHydrant/Malan &Scch	121.89
17934	03/16/2012	Printed	K432	KIMBALL MIDWEST	Window Wash Tablets - Shop	40.06
17935	03/16/2012	Printed	L180	MELVIN LANKFORD	Refund Dep/OvPynt 1025 H St	223.23

Check Register Report

Date: 03/16/2012

Time: 12:36 PM

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City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
17936	03/16/2012	Printed	L599	LEE & RO. INC.	WWTP Conceptual Design Review	34,133.30
17937	03/16/2012	Printed	L099	AMADO D& HELEN LEON LEON	Refund Deposit 435 N Imperial	99.30
17938	03/16/2012	Printed	L182	LORI'S SANITATION SERVICES	Portable Restrooms Prison Crew	724.65
17939	03/16/2012	Printed	M789	MALLORY FIRE INC.	Turnout Gear	1,646.14
17940	03/16/2012	Printed	M714	MANPOWER	Temp Servces Thru 02/26/12	1,721.95
17941	03/16/2012	Printed	M151	MASTERS CONSTRUCTION, INC.	Refund Dep Hydrant1510/20Jones	85.54
17942	03/16/2012	Printed	M479	JARITZA MATA	Refund Girls Softball Fees	35.00
17943	03/16/2012	Printed	M004	MCNEECE BROS OIL COMPANY	Fittings	12,493.39
17944	03/16/2012	Printed	M804	MYLO JANITORIAL	Cleaning Services	5,675.87
17945	03/16/2012	Printed	N418	NEXTEL COMMUNICATIONS, INC.	Cell Phone Charges/Various	256.31
17946	03/16/2012	Printed	N045	NORTHEND AUTOPARTS, INC.	Belt - Streets #15	502.88
17947	03/16/2012	Printed	O233	O'REILLY AUTO PARTS	Silicone Parks #211	15.81
17948	03/16/2012	Printed	O125	OFFICE SUPPLY CO.	Ink	595.73
17949	03/16/2012	Printed	O824	OFSI	Buildng Copier Lease March	1,639.90
17950	03/16/2012	Printed	O113	OK RUBBER TIRES	Tires - Parks #211	1,208.24
17951	03/16/2012	Printed	O901	ORANGE COMMERCIAL CREDIT	Coliform Analysis	9,545.00
17952	03/16/2012	Printed	O751	ROBERTO OROZCO	Reimb Safety Boots	150.00
17953	03/16/2012	Printed	P344	PADRE JANITORIAL SUPPLIES, INC	Cleaner, Tissue	58.54
17954	03/16/2012	Printed	P110	PESTMASTER SERVICES	Pest Control	70.00
17955	03/16/2012	Printed	P113	PETTY CASH -CITY CLERK	Petty Cash - City Clerk	16.14
17956	03/16/2012	Printed	P370	PIONEERS MEMORIAL HOSPITAL	Evidence Gathering	450.00
17957	03/16/2012	Printed	P558	PRO RECORD STORAGE, INC.	Document Storage February	296.45
17958	03/16/2012	Printed	P104	PUBLIC EMPLOYEES RETIREMENT	2/21/12-03/05/12 PERS	96,961.94
17959	03/16/2012	Printed	R651	R.J. SAFETY SUPPLY CO., INC	Safety Can, Funnel	50.46
17960	03/16/2012	Printed	R702	RADIO SHACK	Flashdrives, CD-Rs	53.82
17961	03/16/2012	Printed	R163	RDO EQUIPMENT CO.	Mower Blades Parks #85	441.76
17962	03/16/2012	Printed	R453	REXEL	Low Voltage Transformer	1,302.49
17963	03/16/2012	Printed	R967	VERONICA RIVAS	Refund Girls Softball	35.00
17964	03/16/2012	Printed	R942	HERBIE RODRIGUEZ	Refund Deposit 844 W Ronald	160.55
17965	03/16/2012	Printed	R181	CHRISTIAN ROMUALDO	Refund Deposit 360 Ell Street	90.44
17966	03/16/2012	Printed	R852	ROMAN RUBIO	BasketBall Referee Mar 5	20.00
17967	03/16/2012	Printed	S891	LUPE SALCEDA	Dance Instructor Feb 2012	85.00
17968	03/16/2012	Printed	S155	SAN DIEGO COUNTY	Fire Radio System Fees Feb	2,464.50
17969	03/16/2012	Printed	S360	SCMAF	Membership Dues /P. Dorsey	95.00
17970	03/16/2012	Printed	S119	SHELBURNE REFRIGERATION, IN	Service Air Conditioner/Admin	436.20
17971	03/16/2012	Printed	S862	BRIAN SMITH	Refund Dep/OvPynt 832 W Steven	201.27
17972	03/16/2012	Printed	S257	STK ARCHITECTURE, INC.	Services Emergency Op Center	20,667.79
17973	03/16/2012	Printed	S450	SUPERIOR READY MIX CONCRETE	Manhole Gradering	307.73
17974	03/16/2012	Printed	T105	TC CONSTRUCTION CO. INC.	Refund Deposit 1203 Duarte St	130.22
17975	03/16/2012	Printed	T306	TIMEPAYMENT CORP.	Drinking Water Service/P.D.	65.79
17976	03/16/2012	Printed	T552	TRANSACT TECHNOLOGIES INC.	Ribbons, Receipt Rolls	215.32
17977	03/16/2012	Printed	U702	U.S. BANK TRUST N.A.	1997 WW Trustee Fees 95444480	2,750.00
17978	03/16/2012	Printed	U290	UNION BANK, N.A.	CSCDA Debt Pmt 6711737109	63,713.38
17979	03/16/2012	Printed	U550	UNION PACIFIC RAILROAD	Railroad Property Lease F.D.	1,860.77
17980	03/16/2012	Printed	U630	UNITED PARCEL SERVICE, INC	Mailings K Street Projects	83.67
17981	03/16/2012	Printed	W931	RUBY DOREEN WALLA	Reimb Travel Successor Train	38.25
17982	03/16/2012	Printed	W833	WATER TECH	Cap, Adapter	9.05
17983	03/16/2012	Printed	X100	XEROX CORPORATION	Copier Usuage Feb	623.51

Ruby Walla
28

Check Register Report

Date: 03/22/2012

Time: 2:23 PM

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City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
17984	03/22/2012	Void			VOID	0.00
17985	03/22/2012	Printed	A218	AE CONSULTING, INC.	Airport Taxlway Rehabilitation	30,500.00
17986	03/22/2012	Printed	P120	AIRGAS-WEST, INC.	Oxygen, Acetylene Rentals	109.57
17987	03/22/2012	Printed	A230	ALARM COMMUNICATION EXPERT	Alarm Monitoring for WWTP	450.00
17988	03/22/2012	Printed	A749	ALIMED, INC	Ergonomic Cushions	353.75
17989	03/22/2012	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	195.61
17990	03/22/2012	Printed	P765	AMALGAMATED ENTERPRISES LL	Storage Unit Rental B208	345.00
17991	03/22/2012	Printed	A530	AMERICAN CITIZENS CLUB	Installation Of Officers	175.00
17992	03/22/2012	Printed	A802	AMERICAN PUBLIC WORKS ASSOC	APWA Management Training	199.00
17993	03/22/2012	Printed	A127	BENJAMIN ANDRADE	Refund Deposit 1215 K Street	175.92
17994	03/22/2012	Printed	A001	YAZMIN ARELLANO	Travel Adv. CFCC Funding Fair	51.00
17995	03/22/2012	Printed	A415	AUDIOGO	Audio Books	195.94
17996	03/22/2012	Printed	A593	AUTO ZONE, INC.	Drain Pan, Sandpaper	15.05
17997	03/22/2012	Printed	B532	BARRETT'S BIOLOGICAL SURVEY	Monitor Nest Removal/9th Stree	217.00
17998	03/22/2012	Printed	B210	BRAWLEY CHAMBER OF COMMERCE	March 2012 Allocation	3,163.61
17999	03/22/2012	Printed	B269	BRAWLEY TRACTOR PARTS	Filters Stock Shop	97.55
18000	03/22/2012	Printed	B122	BRAWLEY WORKWEAR & SHOES	Work Boots/Pete Sanchez	145.41
18001	03/22/2012	Printed	C423	CONSOLIDATED ELECTRICAL DIST I	Lamps	10.82
18002	03/22/2012	Printed	C853	CRAIG'S CRANE & SERVICES, INC.	Remove/Replace Motor, Coupler	480.00
18003	03/22/2012	Printed	C129	CREDIT BUREAU OF IMP. COUNT	Bulletin Fees, Credit Reports	39.00
18004	03/22/2012	Printed	D144	DANIELS TIRE SERVICE	Tires P.D. # 923	295.18
18005	03/22/2012	Printed	D026	DUGGINS CONSTRUCTION, INC.	Fire Station No. 2	122,376.77
18006	03/22/2012	Printed	E128	DONALD EHMAN	Refund Deposit 357 W Jones	88.38
18007	03/22/2012	Printed	E145	ELMS EQUIPMENT	Cement Mixer Rental	866.46
18008	03/22/2012	Printed	E156	EXTREME LEARNING, INC.	Refund Confrence Room Deposit	25.00
18009	03/22/2012	Printed	F358	THE FAIR STORE	Safety Boots/Julian Jimenez	150.00
18010	03/22/2012	Printed	F105	FEDERAL EXPRESS CORP.	Mailings/Personnel Dept.	64.12
18011	03/22/2012	Printed	F256	FIRE SERVICE CORP.	Service Fire Extinguishers	237.07
18012	03/22/2012	Printed	G955	GALE GROUP	Christian Romance Plan Books	183.42
18013	03/22/2012	Printed	G286	CESAR VALLEJO GARCIA	Refund Deposit 285 H Street	165.56
18014	03/22/2012	Printed	G466	ESTEBAN GARCIA	Travel Adv. Fire Mech Adademy	1,086.00
18015	03/22/2012	Printed	G049	MELINDA B. GERLT	Reimb Mileage3/5-3/12	110.55
18016	03/22/2012	Printed	H119	HAAKER EQUIPMENT CO., INC.	Power Band Sweeper #15	971.45
18017	03/22/2012	Printed	I102	I. I. D.	Canal Water Mansfield 3056449	37,753.60
18018	03/22/2012	Printed	I402	IMPERIAL COUNTY RECORDER	Recording-Reconveyance Fee	76.00
18019	03/22/2012	Void			Void Check	0.00
18020	03/22/2012	Printed	I301	IMPERIAL HARDWARE CO., INC.	Tumbuckle	529.42
18021	03/22/2012	Printed	I103	IMPERIAL IRRIGATION DISTRIC	Power Bills Jan 31 to Feb 29	39,859.94
18022	03/22/2012	Printed	I443	IMPERIAL PRINTERS	Water, Sewer Master Plan Scans	342.39
18023	03/22/2012	Printed	I608	IMPERIAL TRUSS & LUMBER CO	Wood	36.83
18024	03/22/2012	Printed	I432	IMPERIAL VALLEY COLLEGE	Work Study Student Thru 1/10	303.92
18025	03/22/2012	Printed	I975	IMPERIAL VALLEY HUMANE SOCIETY	Animal Control March 2012	4,500.00
18026	03/22/2012	Printed	I567	IMPERIAL VALLEY PRESS	One Year Subscription	133.61
18027	03/22/2012	Printed	I423	INLAND EROSION CONTROL SERVICE	Refund Hydrant Dep Julia & 1st	98.41
18028	03/22/2012	Printed	J380	JADE SECURITY SYSTEMS, INC.	Alarm Sytem	2,574.97
18029	03/22/2012	Printed	K797	KEARNY MESA AUTOMOTIVE CO.	Electrical Connectors PD #929	136.39
18030	03/22/2012	Printed	L223	LANDMARK CONSULTANTS, INC.	Soil Sampling For WTP Slab	6,717.74
18031	03/22/2012	Printed	L151	JOE & REANNA LOPEZ	Refund Girls Softball Fee	35.00

Check Register Report

Date: 03/22/2012

Time: 2:23 PM

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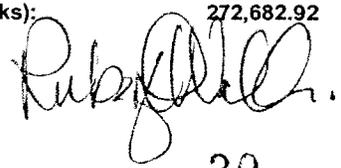
City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
18032	03/22/2012	Printed	M351	SUSAN MANGER	Reimb For Keyboard Covers	239.92
18033	03/22/2012	Printed	M004	MCNEECE BROS OIL COMPANY	Fuel/Building Dept.	370.83
18034	03/22/2012	Printed	M565	LIVIER MEDINA	Refund Rental Deposit	100.00
18035	03/22/2012	Printed	N551	ERIKA NORIEGA	Reimb. Mileage Feb. 8th	29.42
18036	03/22/2012	Printed	N045	NORTHEND AUTOPARTS, INC.	Battery Streets #32	28.99
18037	03/22/2012	Printed	N478	NORTHSHIRE BOOKSTORE	Document Holder	11.45
18038	03/22/2012	Printed	0567	JIM O'MALLEY PLUMBING	Copper, Cutter	179.97
18039	03/22/2012	Printed	O233	O'REILLY AUTO PARTS	Sand Paper, Tape - Shop	8.94
18040	03/22/2012	Printed	O123	OCE	Printhead	863.06
18041	03/22/2012	Printed	O880	OFFICE DEPOT, INC.	Wristrests, Keyboards	797.18
18042	03/22/2012	Printed	O125	OFFICE SUPPLY CO.	Construction Paper, Feathers	433.62
18043	03/22/2012	Printed	O113	OK RUBBER TIRES	Replace 6 Tires on Truck #104	2,313.66
18044	03/22/2012	Printed	P344	PADRE JANITORIAL SUPPLIES, INC	Toilet Paper	98.14
18045	03/22/2012	Printed	P741	MARIA G PANTOJA	Refund Deposit 1091 G Street	176.68
18046	03/22/2012	Printed	B581	PC PARTNERS, LLC	Computer Maintenance	135.00
18047	03/22/2012	Printed	P110	PESTMASTER SERVICES	Pest Control Library	105.00
18048	03/22/2012	Printed	P257	PITNEY BOWES	Postage Machine Lease	528.00
18049	03/22/2012	Printed	R651	R.J. SAFETY SUPPLY CO., INC	Particulate Respirator	309.04
18050	03/22/2012	Printed	R702	RADIO SHACK	Telephone Cable P.W.	58.16
18051	03/22/2012	Printed	R107	RAIN FOR RENT	Sprinklers	87.08
18052	03/22/2012	Printed	R400	RANDOM HOUSE, INC.	Books On CD	353.69
18053	03/22/2012	Printed	R511	RIVERSIDE COUNTY SHERIFF'S OFF	FTO Update/Thomas Ray	93.00
18054	03/22/2012	Printed	R517	ROCKWOOD CHEMICAL	Pool Sentry	186.41
18055	03/22/2012	Printed	S991	S. C. SIGNS & SUPPLIES, LLC	Street Name Signs	720.22
18056	03/22/2012	Printed	S281	SAN DIEGO REG. TRAINING CENTER	Records Clerk Class/M Garcia	494.00
18057	03/22/2012	Printed	S831	LORENA SAVALA	Reimb Mileage 9/29/11-03/8/12	49.40
18058	03/22/2012	Printed	S115	SERRA COOPERATIVE LIBRARY SYST	Dues Augmentation 2011/2012	47.00
18059	03/22/2012	Printed	S574	SHARP ELECTRONICS CORPORATI	Copier Maintenance January	139.11
18060	03/22/2012	Printed	S480	SMYTH PLUMBING	Repair Drain	120.02
18061	03/22/2012	Printed	S921	SOUTHERN CALIFORNIA GAS CO.	093 080 7894 9	15.72
18062	03/22/2012	Printed	S760	SPECTRUM	Video Tape Council Mtg 2/21/12	400.00
18063	03/22/2012	Printed	S750	STAPLES, INC.	Ink	301.66
18064	03/22/2012	Printed	S712	STIFF EQUIPMENT INC.	Square Tube	1,686.29
18065	03/22/2012	Printed	S849	STILLS ELECTRIC	Cord and Video Cable	614.36
18066	03/22/2012	Printed	S140	GLORIA SUMAYA	Reimb Mileage 3/1/12	29.42
18067	03/22/2012	Printed	T343	TAYLOR TRIM & SUPPLY, INC	Refund Over Payment BL #5432	8.00
18068	03/22/2012	Printed	U630	UNITED PARCEL SERVICE, INC	Mailings Fire Dept	78.92
18069	03/22/2012	Printed	U901	UNITED STATES POSTAL SERVIC	City Hall Postage Refill	209.90
18070	03/22/2012	Printed	U311	URBAN FUTURES INC.	RDA Implementation Services	1,687.50
18071	03/22/2012	Printed	V107	VISION CARE CENTER	Safety Glasses/E. Garcia	364.00
18072	03/22/2012	Printed	W221	WAL-MART STORES, INC. #01-1555	Items For Story Time	44.31
18073	03/22/2012	Printed	W355	BERTHA ALICIA WHITE	Guitar Lessons/3/1-3/13	365.50
18074	03/22/2012	Printed	W450	WYMORE, INC.	Repair, Fabricate Bracket	1,162.94

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Checks Total (excluding void checks):

272,682.92



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Date: 03/22/2012

Time: 4:58 PM

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City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
18075	03/23/2012	Printed	A368	AFLAC INC.	Cancer, Disability Withheld	3,048.23
18076	03/23/2012	Printed	B202	BRAWLEY FIREFIGHTERS LOCAL #19	March Union Dues	390.00
18077	03/23/2012	Printed	B208	BRAWLEY POLICE SERGEANT'S ASSO	March Union Dues	300.00
18078	03/23/2012	Printed	B213	BRAWLEY PUBLIC SAFETY EMPLOYEE	March Union Dues	2,067.00
18080	03/23/2012	Printed	C889	CALIFORNIA STATE DISBURSEME	Deductions	3,270.31
18081	03/23/2012	Printed	C110	COLUMBUS BANK & TRUST COMPA	Unreimbursed Medical Deduction	561.73
18082	03/23/2012	Printed	C084	CONTINENTAL AMERICAN INS.	Critical Care Withheld	487.67
18083	03/23/2012	Printed	C240	COURT SERVICES (CIVIL)	Deductions	75.00
18084	03/23/2012	Printed	F679	FRANCHISE TAX BOARD-VEHICLE	Deductions	284.00
18085	03/23/2012	Printed	F689	FRANCHISE TAX BOARD	Deductions	1,685.20
18086	03/23/2012	Printed	N944	NATIONAL PLAN COORDINATORS	Deferred Compensation	7,153.66
18087	03/23/2012	Printed	N187	NATIONWIDE RETIREMENT SOLUTION	Deferred Compensation	810.81
18088	03/23/2012	Printed	R770	AURA DALILA RODRIGUEZ	Deductions	830.77
18089	03/23/2012	Printed	S325	SUN COMMUNITY FED. CREDIT UNIO	Credit Union Deductions	1,822.00
18090	03/23/2012	Printed	T542	TEAMSTERS LOCAL #542	March Union Dues	1,584.80
18091	03/23/2012	Printed	U660	UNITED STATES TREASURY	Deductions	1,217.49
18092	03/23/2012	Printed	U110	UNITED WAY OF IMPERIAL COUN	United Way Deductions	38.00

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Checks Total (excluding void checks):

25,626.67



COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 04/03/2012
City Manager: 

FROM: Prepared by: Ruben Mireles, Operations Division Manager
Presented by: Yazmin Arellano, Public Works Director

SUBJECT: City of Brawley's Pre-Treatment Program.

CITY MANAGER RECOMMENDATION: Authorize Professional Services Agreement with Lee and Ro, Inc. for Development of City of Brawley's Pre-Treatment Program.

DISCUSSION: Industrial wastewater is often contaminated by a variety of harmful substances (ex: as industrial process by-products, such as copper, lead, nickel, and other heavy metals). Because sewage collection and treatment systems are not designed to remove these substances, industrial waste can seriously damage sewer collection systems and interfere with the operation of treatment plants. Industrial Waste passes through the systems untreated, resulting in pollution of nearby waters, increasing the costs and environmental risks of sludge management. The practice of removing pollutants from industrial wastewaters before they are discharged into municipal sewage treatment systems is known as "pretreatment."

The General Pretreatment Regulations at 40 CFR 403.1 et seq. establish the responsibilities of government agencies, industries, and the public to implement pretreatment standards to control industrial pollutants that may pass through or interfere with publicly owned treatment works (POTWs) or contaminate sewage sludge.

The U.S. Environmental Protection Agency promulgated extensive regulations requiring many POTWs to develop and implement local pretreatment programs. U.S. EPA delegated the responsibility to oversee these pretreatment programs to the State Water Board and Regional Water Boards. The State and Regional Water Boards are responsible for the review and approval of new and modified POTW pretreatment programs. The NPDES permits for these POTWs spell out the pretreatment program monitoring and reporting requirements.

POTWs are required to have pretreatment programs when their total design flows are greater than five million gallons per day (5 MGD) and they receive industrial pollutants that could pass through or interfere with POTW operations. POTWs with smaller flows (5 MGD or less) may also be required to implement a pretreatment program if they receive industrial waste and pretreatment is warranted.

Lee and Ro is the City's contracted engineering firm that designed and managed the WWTP Improvements and has all required data to quickly and effectively develop an effective Pretreatment Program that will protect the City's collection system and its newly improved Wastewater Treatment Plant.

FISCAL IMPACT: \$91,510 from wastewater enterprise fund.

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ATTACHMENTS: Consulting Services Contract

CITY OF BRAWLEY
CONSULTING SERVICES CONTRACT
PROFESSIONAL SERVICES FOR INDUSTRIAL WASTE PRETREATMENT PROGRAMS

- 1.0 **The Parties.** This Contract is made by and between the City of Brawley ("City") and Lee & Ro, 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 365 days from the date of the Contract Exhibit C.
- 4.0 **Scope of Work.** City hereby retains and engages Consultant, and Consultant accepts such engagement to provide Professional Services for Development and Implementation of the City's Industrial Pretreatment Program (IPP) will include review of existing documentation and recommendation for the following tasks.
- 4.1 Details of Scope of work are contained in the Proposal for Professional Services, dated March 5, 2012, attached herewith as Exhibit A and by this reference made a part hereof and are here referenced below.
- 4.1.1 Project Management and Regulatory Coordination.
- 4.1.2 Collect Background Information and Review Data.
- 4.1.3 Prepare Draft IPP Report (65%).
- 4.1.3.1 Review Overall IPP Structure and Background Information.
- 4.1.3.2 Review Legal Authority (Ordinance).
- 4.1.3.3 Local Limits.
- 4.1.3.4 Identification of Non-Domestic Users
- 4.1.3.5 Permit and Fact Sheets.
- 4.1.3.6 Compliance Monitoring
- 4.1.3.7 Enforcement Program
- 4.1.3.8 Resources
- 4.1.3.9 Public Participation and Confidentiality

- 4.1.4 Local Limits Study Report
 - 4.1.4.1 Review Data and Information
 - 4.1.4.2 Identify Pollutants of concern (POC) and Analyze Data
 - 4.1.4.3 Maximum Allowable Headworks Loadings (MAHL) Analysis
 - 4.1.4.4 Develop Local Limits and Recommendations
 - 4.1.4.5 Update Pretreatment Ordinance
- 4.1.5 Prepare Pre-Final IPP Report (99%)
- 4.1.6 Final IPP Report (100%)

Enforcement Program

(Refer to Exhibit A for task detail breakdown).

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 Lump Sum Fee. For the performance of services required under this Contract City will pay a lump sum fee of Ninety One Thousand Five Hundred Ten Dollars (\$91,510.00). Said lump sum fee shall include, without limitation, payment for all services, including Direct Labor and Direct Non-Labor Expenses. Direct Labor and Non-Labor Expenses are defined below:
- 5.2 Maximum Fee. The maximum fee under this Contract shall not exceed Ninety One Thousand Five Hundred Ten (\$91,510.00) Dollars 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.
- 5.3 Extra Work. Consultant shall not perform extra work of any kind without prior express written consent of City.
- 5.4 Direct Labor Expenses. The actual hourly rate for the employees' labor classification by the hours expended for the accomplishment of the work.
- 5.5 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.
 - 5.5.1 Testing expenses, such as survey, and specialty sub-Consultants.
 - 5.5.2 Communication expenses, such as telephone, fax, express mail charges and postage;
 - 5.5.3 Reproduction costs, such as printing, copying and binding and:
 - 5.5.4 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.

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 Public 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

TO: Lee & Ro, Inc.
Dave Bachtel, P.E.
1199 South Fullerton Road
City of Industry, CA 91748
Phone: (626) 912-3391
Fax: (626) 912-2015
E-mail: Dave.Bachtel@lee-ro.com

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

23.0 Waiver

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

24.0 Survival of Obligations and Liabilities

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

25.0 Severability

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

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

Dated: _____, 2012.

CITY OF BRAWLEY

By: _____
Rosanna Bayon Moore, City Manager

ATTEST:

By: _____
Alma Benavides, City Clerk

Dated: _____, 2012.

CONSULTANT

By: _____
Dave Bachtel, P.E., BCEE
Managing Engineer

CITY OF BRAWLEY

**EXHIBIT A
SCOPE OF SERVICES**

**CONSULTING SERVICES CONTRACT
PROFESSIONAL SERVICES FOR BRAWLEY WASTEWATER TREATMENT PLANT
INDUSTRIAL WASTE PRETREATMENT PROGRAM**

**Consultant: Lee & Ro, Inc.
Date: March 5, 2012**

1.0 General Scope of Work

The General Scope of Work is for Consultant to provide Professional Services for Brawley Wastewater Industrial Waste Pretreatment Program.

2.0 Specific Scope of Work

2.1 Details of Scope of work are contained in the Proposal for Professional Services Services , dated March 5, 2012, 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: **Professional Services for Brawley Wastewater Treatment Plant Tertiary Treatment Conceptual Design Review**

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 20, 2012
City Manager: 

FROM: Prepared by: Gordon R. Gaste, Planning Director
Presented by: Gordon R. Gaste, Planning Director and Yazmin Arellano, Public Works Director

SUBJECT: Amendment to the City of Brawley Truck Parking Ordinance

TRAFFIC SAFETY COMMITTEE RECOMMENDATION: Revise Section 17.92(i) of the Motor Vehicles and Traffic Ordinance of the City of Brawley.

DISCUSSION: Truck Parking areas and Truck Routes are established by City Municipal Ordinances. On November 8, 2011, the City Council amended the new parking areas.

On February 2, 2012, the Development Review Committee met to review the ordinance and make recommendations for any possible changes. The Committee determined that Section 17.95-2(i) regarding streets which allow truck tractor and trailer parking be amended to remove the area on the west side of South 9th Street between Main Street and G Street since this area, although zoned M-1 (Light Manufacturing), is an office use. The Committee found this area is not suitable for truck trailer parking.

On March 7, 2012, the Planning Commission voted to recommend that the City Council amend the ordinance as proposed.

Should the City Council wish to provide additional input, other changes to the ordinance may be incorporated at this juncture.

FISCAL IMPACT: None.

ATTACHMENTS: Amended Truck Route Map and Amended Parking Ordinance.

ORDINANCE NO. 2012-02

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA,
AMENDING CHAPTER 17 OF THE BRAWLEY MUNICIPAL CODE RELATING TO
TRUCK PARKING.

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

SECTION 1: Section 17.95-2(i) of the Brawley Municipal Code is hereby
amended to read as follows:

(i) In addition to parking of truck tractors pursuant to permit as
provided herein, truck tractors and trailers may be parked with a
parking permit for a continuous period not to exceed forty-eight
(48) hours on streets designated as follows:

- a) The east side of South 8th Street from G Street to K Street.
- b) The west side of South 8th Street from G Street to I Street.
- c) The west side of North 9th Street from D Street to Main Street.
- d) The west side of South 9th Street from G Street to K Street.
- e) The north side of River Drive from North Cesar Chavez Street to North
Palm Avenue.
- f) The east side of South Palm Avenue from Main Street to H Street.
- g) The south side of E Street from North Palm Avenue to North Eastern
Avenue.
- h) The west side of N. Eastern Avenue from D Street to Main Street.
- i) The south side of Malan Street from S. Imperial Avenue to Vine Avenue.
- j) The south side of Malan Street from S. Cesar Chavez Street to S.
Eastern Avenue.

Nothing in this section shall be construed to allow the parking of a
trailer loaded with combustible or hazardous material within fifty (50)
feet of a residential use.

SECTION 2: This ordinance shall be effective thirty (30) days after
its adoption and the City Clerk shall cause a certified copy of this
ordinance to be published one time within fifteen (15) days after its
adoption in the Imperial Valley Press, a newspaper of general circulation
printed in Imperial County and circulated in the City of Brawley.

APPROVED PASSED AND ADOPTED, at the regular meeting of the Brawley City
Council of the City of Brawley, held on the 3rd day of March, 2012.

CITY OF BRAWLEY, CALIFORNIA

George A. Nava, Mayor

ATTEST:

Alma Benavides, City Clerk

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

1st Reading

I, **Alma Benavides**, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Ordinance No. 2012-02 was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 20th day of March, 2012 and that it was so adopted by the following roll call vote: m/s/c Kelley/Couchman 4-0 Campbell absent

AYES: Couchman, Kelley, Miranda, Nava
NAYES: None
ABSTAIN: None
ABSENT: Campbell

DATED: March 20, 2012

Alma Benavides, City Clerk

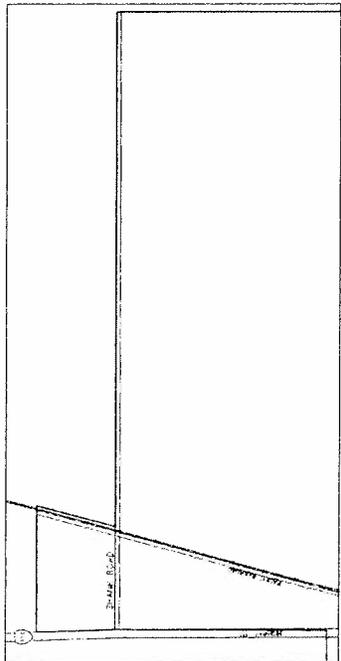
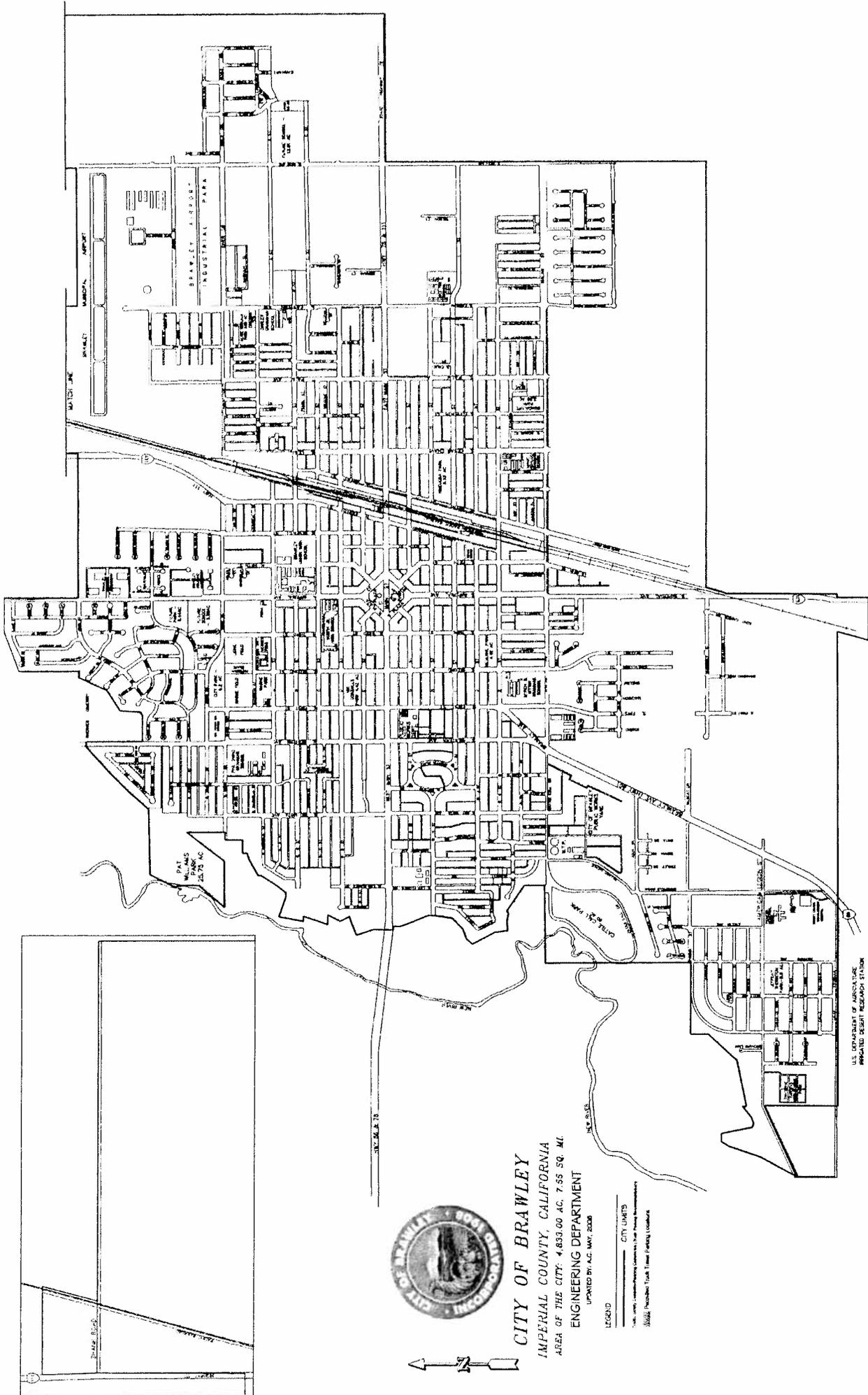
2nd Reading & Adoption

I, **Alma Benavides**, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Ordinance No. 2012- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 3rd day of April, 2012 and that it was so adopted by the following roll call vote: m/s/c/

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED: April 3, 2012

Alma Benavides, City Clerk



CITY OF BRAWLEY
 IMPERIAL COUNTY, CALIFORNIA
 AREA OF THE CITY: 4,833.00 AC, 7.55 SQ. MI.
 ENGINEERING DEPARTMENT
 UPDATED BY: A.C. MAY, 2008



LEGEND
 ——— CITY LIMITS
 - - - - - Unincorporated Areas
 [Symbol] Truck Trailer Parking Location

U.S. DEPARTMENT OF AGRICULTURE
 IMPERIAL DESERT RESEARCH STATION

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: April 3, 2012

City Manager



FROM: **Prepared by:** Karin J. Morgan, Parks & Recreation Director

Presented by: Karin J. Morgan, Parks & Recreation Director

SUBJECT: City of the Brawley Parks and Recreation Commission.

CITY MANAGER RECOMMENDATION: Approve appointment of Mr. Ron Garcia to
City of Brawley Parks & Recreation Commission.

DISCUSSION/DIRECTION: Staff is requesting the appointment of Mr. Ron Garcia to the
Parks and Recreation Commission. Mr. Garcia, District Superintendent, has volunteered
to serve on the Commission as the Brawley Elementary School District appointed
representative.

ATTACHMENTS: Letter Requesting Appointment
Resolution 2010-45 Resolution of the City Council of the City of
Brawley, Relating to its Parks and Recreation Commission



CITY OF BRAWLEY

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

DEPARTMENT OF PARKS
AND
RECREATION

March 13, 2012

Ron Garcia, Superintendent
Brawley Elementary School District
261 D Street
Brawley, CA 92227

Dear Mr. Garcia,

Over the last two years Erick Kroenke has served as the BESD appointed representative on the City of Brawley's Parks and Recreation Commission. His leaving the district has created a vacancy on our commission. At this time I would like to request your assistance in appointing a replacement.

Membership on the commission consists of one representative from the Brawley Elementary School District, nominated by the district, and then appointed by the Brawley City Council. I have attached the resolution relating to the Parks and Recreation Commission. Meetings are currently held the second Wednesday of every month at 6:00 p.m.

Thank you for your assistance in this matter.

Sincerely,

Karin J. Morgan
Director of Parks & Recreation

RESOLUTION NO. 2010-45

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,
CALIFORNIA, RELATING TO ITS PARKS AND RECREATION COMMISSION.

WHEREAS, Article 4 of Chapter 2 of the Brawley Municipal Code establishes a Parks and Recreation Commission ("Commission") in the City of Brawley; and

WHEREAS, the purpose of this resolution is to, among other things, establish rules and procedure by which the Commission will operate and conduct its business; and

WHEREAS, the Brawley Municipal Code, as amended, authorizes the Council to adopt such rules by resolution.

NOW THEREFOR BE IT RESOLVED AS FOLLOWS:

SECTION 1: Term of Office

The Parks and Recreation Commission shall consist of seven (7) members appointed by the City Council. The first commission shall, at its first meeting, classify its members by lot so that two shall serve for one year, three shall serve for two years, and three shall serve for three years. At the expiration of each of the terms above provided for, a successor shall be appointed by the City Council for a term of three years. The intent of such schedule of appointments is to avoid all terms expiring at one time and to provide for continuity on the commission. Each Commissioner shall serve until a successor is appointed and qualifies.

SECTION 2: Appointment/Qualifications

Membership on the commission shall consist of one representative of the Brawley Union High School District, one representative of the Brawley Elementary School District, each nominated by their respective districts. One commissioner shall be a member of the City Council, selected annually by Mayoral appointment. Four members shall be selected by the City Council from the community at large. The City may develop an application to assist selection of the at large members. At large members shall be a resident of the City of Brawley and at least eighteen years of age. The City Manager shall be a non-voting ex-officio member of the Commission.

SECTION 3: Filling a Vacancy

Where a vacancy occurs by reason of circumstances other than expiration of a term, such vacancy shall be filled as set forth in this Section for the unexpired term of the former incumbent. A vacancy in the at large seats shall be filled as set forth in Section 2. City shall notify the school district whose position has become vacant to request a nomination for Council consideration. A seat filled by a Council Member shall be deemed vacated upon ceasing to hold office on the Council. In such case, the Mayor shall appoint a successor.

SECTION 4: Meetings

The Commission shall hold at least one regular meeting in each calendar month, the date and time of such meeting to be fixed by the Commission. The Commission may make such rules and regulations it deems appropriate for the conduct of its meetings and operations. A majority of the Commission shall constitute a quorum for the transaction of business. Meetings of the Commission shall be conducted in accordance with applicable law, including the Ralph M. Brown Act. Minutes of meetings shall be taken and maintained by the Parks and Recreation Department.

SECTION 5: Attendance/Removal from Office

A seat shall become vacant and filled as set forth in Section 3 if the incumbent is absent without permission from twenty-five percent of the regular meetings of the Commission within a calendar year.

SECTION 6: Commission Officers

The officers of the Recreation Commission shall be a Chairperson and a Vice-Chairperson elected by the members of the Commission. The officers of the Commission shall hold offices for one year and until their successors are elected.

SECTION 7: Duties and Responsibilities.

The duties and responsibilities of the Parks and Recreation Commission shall be as follows:

- a. To act in an advisory capacity to the City Council and City Manager in all matters pertaining to parks, public recreation and all other associated activities as prescribed by other ordinances or by City Council action; and to cooperate with other governmental agencies and civic groups in the advancement of sound park and recreational planning and programming.
- b. To formulate recommendations on recreation services for approval by the City Council.
- c. To advise the Director of Parks and Recreation of problems relating to recreation areas, facilities and programs.
- d. To report fully, through the Director of Parks and Recreation, to the public all the activities of the Recreation Department at least once each fiscal and at such other times as may be requested by the City Council or City Manager.
- e. To make such investigations in the general field of recreation and park development as requested by the City Council, City Manager, or as deemed advisable by the Commission and to report such findings and recommendations to the City Council through the City Manager.

APPROVED, PASSED AND ADOPTED at a regular meeting of the City Council held on the 16th day of November, 2010.

CITY OF BRAWLEY, CALIFORNIA



Ryan E. Kelley 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. 2010-45 was passed and
adopted by the City Council of the City of Brawley, California, at a regular
meeting held on the 16th day of November 2010, and that it was so adopted by
the following roll call vote: m/s/c Couchman/Miranda 5-0

AYES: Campbell, Couchman, Kelley, Miranda, Nava
NAYES: None
ABSTAIN: None
ABSENT: None

DATED: November 16, 2010



Alma Benavides, City Clerk

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date:

04/03/12

City Manager



Prepared By: Alan Chan, Engineering Technician II

Presented By: Yazmin Arellano-Torres, P.E., Public Works Director

SUBJECT: Contract Change Order No. 2, Brawley Municipal Airport Taxiways Rehabilitation, Hazard Construction

CITY MANAGER RECOMMENDATION: Authorize Contract Change Order No. 2 in the amount of \$14,331 for Hazard Construction.

DISCUSSION: On March 9, 2012 AE Consulting presented to the City, Contract Change Order #2 as follows:

- Extend, encase and wire the duct bank an additional 152'.
- Raise the drain inlet on the South side of the taxiway to grade.
- Relocate the fence corner on the Southeast side of the taxiway, and adjust lower drain inlet to grade.

FISCAL IMPACT: FAA responsible for 95% (\$13,614.45) and the City Airport Fund will be responsible for 5% (\$716.55).

ATTACHMENTS: Contract Change Order No.2



CONTRACT CHANGE ORDER

Date: March 09, 2012	Project Name: Taxiways Rehabilitation
To: Hazard Construction Company 6465 Marindustry Place San Diego, CA 92121	Contractor: Hazard Construction Company Contract No.: 2011-13 Change Order No.: 002
Attn.: Mr. Chad Opper, Project Manager	Schedule: Subject: Install Duct Bank at TWY B, Adjust D.I. to grade and relocate Fence

Description and Justification of Change in Scope:

The existing electrical conduit did not extend far enough to the limits of pavement. A new duct bank with 2 - 2" Ducts will be installed crossing under TWY B extending 10 ft either side and new wire pulled through one duct to complete the taxiway circuit; A pay item was missing for adjusting storm drain inlet to grade at Station 47+75; the airport security fence next to the run up pad is too close to the EP and will be relocated outside of taxilane object free area and the area graded to drain to existing inlet that is too high and will be lowered.

Cost Estimates for the above:

Item	Description	Qty	Unit	Unit Price	Total
	Extend 2-Way duct bank encased and new wire across TWY B approx. 152 LF	1	LS	\$5,126.00	\$5,126.00
	Raise Drain Inlet to Grade	1	LS	\$1,575.00	\$1,575.00
	Relocate Fence corner, Lower D.I. and grade to drain	1	LS	\$7,630.00	\$7,630.00
TOTAL AMOUNT OF THIS CHANGE ORDER:					\$14,331.00

The contractor will be paid the agreed upon price upon completion of the work. The above list prices includes full compensation for all labor, materials tools and equipment required to complete the work in compliance with plans and original and change order contract specifications and to the satisfaction of the Director of Public Works.



CONTRACT CHANGE ORDER

Specifications, where pertinent and not in conflict with the above shall apply to these changes.

The contract completion date is extended zero (0) Non-Compensable Calendar Day(s). Contract completion date is March 20, 2012. This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.

TOTAL ADDITIVE CHANGE: Fourteen Thousand Three Hundred and Thirty One Dollars.

Contract amount plus Change Order 1:	\$1,559,008.00	
Amount of Change 2:	\$14,331.00	
New Contract amount:		\$1,573,339.00

CITY OF BRAWLEY:

City:	<u>P. J. Bonillo</u>	<u>03/09/12</u>
	Construction Manager	Date
City:	<u>[Signature]</u>	<u>03/19/2012</u>
	Director of Public Works	Date
City:	<u>[Signature]</u>	<u> </u>
	City Manager	Date
City:	<u>[Signature]</u>	<u>3/19/12</u>
	Director of Finance	Date

CONTRACTOR:
Accepted By: [Signature] Date: 3/13/12
Title: JASON A. MORDHORST, VICE PRESIDENT

FAA:
Accepted By: _____ Date: _____
Title: _____

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 04/03/12
City Manager: SPM

PREPARED BY: Steven Sullivan, P.E., Associate Civil Engineer
PRESENTED BY: Yazmin Arellano-Torres, P.E., Public Works Director
SUBJECT: Congestion Mitigation and Air Quality Call for Projects 2012

CITY MANAGER RECOMMENDATION: Adopt Resolution No. 12-__ of the City Council of the City of Brawley, California, authorizing the submission of the City of Brawley's Proposed Projects in response to ICTC's Congestion Mitigation and Air Quality (CMAQ) Call for Projects 2012 Call for Projects for Fiscal Years 2012/2013, 2013/2014, 2014/2015, and 2015/2016.

DISCUSSION: The Imperial County Transportation Commission (ICTC) issued the 2012 CMAQ Call for Projects on February 27, 2012 with a stated deadline of April 13, 2012. Approximately seven million dollars (\$7M) are estimated for projects to be apportioned into four different fiscal years.

The following projects are proposed for ICTC's consideration:

Priority	Project	Estimate
1	New CNG Sweeper	\$300,000
2	3 New Diesel Particulate Filters (DPFs)	\$75,000
3	CNG Fill Station Expansion	\$300,000
4	6 New Hybrid Replacement Utility Vehicles	\$300,000
5	2 New Hybrid Replacement Passenger Vehicles	\$75,000
6	Bicycle Route Striping/Signage	\$200,000

ICTC Management approved a selection criteria February 22, 2012. As part of this selection criteria, projects must be accompanied by a formal council resolution stating that each project will meet project delivery schedules and that staff be directed to ensure that projects are delivered in a timely manner.

FISCAL IMPACT: A local match of up to 11.47% of the total grant amount will be required. Measure D funds will be utilized for the project/s ultimately awarded by ICTC.

ATTACHMENTS:

1. Resolution 12-__
2. ICTC Call for Projects Document

RESOLUTION NO. 2012-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,
CALIFORNIA, AUTHORIZING THE SUBMISSION OF THE CITY OF BRAWLEY'S
PROJECTS FOR THE CONGESTION MITIGATION AND AIR QUALITY (CMAQ)
PROGRAM SAFETEA-LU CALL FOR PROJECTS FOR FISCAL YEARS 2012/2013,
2013/2014, 2014/2015, AND 2015/2016 AND SUPPORTING THE PROJECT
DELIVERY SCHEDULES AND TIMELY USE OF FUNDING.**

WHEREAS, AB 1012 has been enacted into State Law in part to provide for the "timely use" of State and Federal funding; and

WHEREAS, the City of Brawley is able to apply for and receive Federal and State funding under the SAFETEA-LU; and

WHEREAS, the City of Brawley desires to ensure that its projects are delivered in a timely manner to preclude the Imperial County Transportation Commission (ICTC) Region from losing those funds for non-delivery; and

WHEREAS, it is understood by the City of Brawley that failure for not meeting project delivery dates for any phase of a project may jeopardize Federal or State funding to the Region; and

WHEREAS, the estimated CMAQ funding available in the ICTC Region are as follows:

FY 2012/2013	\$1,825,000	estimated
FY 2013/2014	\$1,825,000	estimated
FY 2014/2015	\$1,825,000	estimated
FY 2015/2016	\$1,825,000	estimated
TOTAL	\$7,300,000	estimated

WHEREAS, ICTC issued a CMAQ call for projects to all its members with a deadline of April 13, 2012; and

WHEREAS, the City of Brawley Public Works Department proposes the following projects:

<u>Priority</u>	<u>Project</u>	<u>Estimate</u>
1	New CNG Street Sweeper	\$300,000
2	3 New Diesel Particulate Filters (DPFs)	\$ 75,000
3	CNG Fill Station Expansion	\$300,000
4	6 New Hybrid Replacement Utility Vehicles	\$300,000
5	2 New Hybrid Replacement Passenger Vehicles	\$ 75,000
6	Bicycle Route Striping/Signage	\$200,000

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City of Brawley City Council hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.
2. That failure to meet project delivery deadlines may be deemed as sufficient cause for the Imperial County Transportation Commissions Policy Board to terminate an agency's project and reprogram Federal/State funds as deemed necessary.

3. The City of Brawley City Council does direct its management and engineering staff to ensure all SAFETEA-LU projects are AB 1012 and the directive of the City of Brawley City Council.
4. The City of Brawley hereby accepts to participate with up to a 11.47% local match if the projects are awarded.

APPROVED, PASSED AND ADOPTED on this 3rd day of April, 2012.

CITY OF BRAWLEY, CALIFORNIA

George A. Nava, Mayor

ATTEST:

Alma Benavides, City Clerk

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

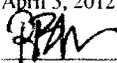
I, ALMA BENAVIDES, City Clerk of the City of Brawley; California, DO HEREBY CERTIFY that the foregoing Resolution No. 2012- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 3rd day of April, 2012, and that it was so adopted by the following roll call vote:

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

DATED: April 3, 2012

Alma Benavides, City Clerk

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: April 3, 2012
City Manager: 

FROM: Prepared by: Ruby D. Walla, Finance Director
Presented by: Ruby D. Walla, Finance Director

SUBJECT: Claim forms for LTF (SB 325), Article 3, Bicycle/Pedestrian Project Fiscal Year 2011-12

CITY MANAGER RECOMMENDATION: Authorize Ruby D. Walla, Finance Director, as the City's authorized signature and designated contact person to apply for funds allocated for Bicycle/Pedestrian Projects.

DISCUSSION: The Financing Plan adopted by ICTC on November 2, 2011 allocated SB 821 funds for Bicycle/Pedestrian project. The City of Brawley is submitting claim forms to retrieve set-a-side funds intended for this purpose.

FISCAL IMPACT: \$10,000 in revenue to Bicycle/Pedestrian Project

ATTACHMENTS: Resolution

RESOLUTION NO. 2012-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,
CALIFORNIA, APPROVING THE APPLICATION FOR BICYCLE AND/
OR PEDESTRIAN FUNDS UNDER THE TRANSPORTATION DEVELOPMENT ACT
AND APPROVING THE ADOPTION OF ITS BICYCLE AND/OR PEDESTRIAN
PLAN.

WHEREAS, the Transportation Development Act provides that 2 percent of each County's total Local Transportation Fund be annually set aside and used to fund the development of bicycle and pedestrian facilities; and

WHEREAS, the City of Brawley has planned a bikeway system in conformance with the specifications of Caltrans' Planning and Design Criteria for Bikeways in California, and the Regional Transportation Plan; and

WHEREAS, the City of Brawley desires to construct this project within their City using the funds available under the Transportation Development Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BRAWLEY DOES RESOLVE AS FOLLOWS:

1. To authorize the Finance Director as the City's authorized signature and designated contact person.
2. To apply for funds available to the City of Brawley allocated for Bikeways and Pedestrian facilities in the amount of **\$10,000.00**

PASSED, APPROVED AND ADOPTED at an adjourned regular meeting of the City Council held on the 3rd day of April, 2012.

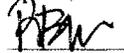
CITY OF BRAWLEY, CALIFORNIA

George A. Nava, Mayor

ATTEST:

Alma Benavides, City Clerk

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: April 3, 2012
City Manager: 

FROM: Prepared by: Ruby D. Walla, Finance Director
Presented by: Ruby D. Walla, Finance Director

SUBJECT: Claim forms for LTF (SB 325), Article 8c, Dial-A-Ride Transit Services
Fiscal Year 2011-12

CITY MANAGER RECOMMENDATION: Authorize Ruby D. Walla, Finance Director, as the City's authorized signature and designated contact person to apply for funds allocated for Dial-A-Ride Services.

DISCUSSION: The City of Brawley recognizes that there is a need for contract transit services within its jurisdiction. The City intends to allocate \$198,630 of SB 325, Article 8c funds to cover anticipated expenditures associated with providing this service.

FISCAL IMPACT: \$209,130 in revenue to Dial-A-Ride Services

ATTACHMENTS: Resolution

RESOLUTION NO. 2012-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,
CALIFORNIA, APPROVING THE ARTICLE 8c APPLICATION FOR
DIAL-A-RIDE TRANSIT PURPOSES UNDER THE TRANSPORTATION
DEVELOPMENT ACT (SB 325), PUC 99400.

WHEREAS, the Transportation Development Act (SB 325) provides that each
Transportation Planning Agency may allocate funds to specific transit
purposes; and

WHEREAS, the City of Brawley has recognized the need for Dial-A-Ride.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BRAWLEY DOES RESOLVE AS
FOLLOWS:

1. To authorize the Finance Director as the City's authorized
signature and designated contact person.
2. To apply for funds available to the City of Brawley allocated for
Dial-A-Ride the amount of **\$209,130.00**

PASSED, APPROVED AND ADOPTED at an adjourned regular meeting of the
City Council held on the 3rd day of April, 2012.

CITY OF BRAWLEY, CALIFORNIA

George A. Nava, Mayor

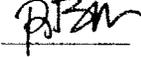
ATTEST:

Alma Benavides, City Clerk

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: April 3, 2012

City Manager:



FROM: Prepared by: Ruby D. Walla, Finance Director
Presented by: Ruby D. Walla, Finance Director

SUBJECT: Claim forms for LTF (SB 325), Article 8e, Bus Benches/Shelters Fiscal Year 2011-12

CITY MANAGER RECOMMENDATION: Authorize Ruby D. Walla, Finance Director, as the City's authorized signature and designated contact person to apply for funds allocated for Bus Benches and Shelters.

DISCUSSION: The Transportation Development Act (SB 325) provides that each Transportation Planning Agency may allocate funds to specific transit purposes. The Financing Plan adopted by ICTC on June 10, 2009 allocated \$7,597 for this project. The City of Brawley has recognized the need for maintenance for Bus Benches and Shelters.

FISCAL IMPACT: \$7,597 in Revenue to Bus Benches and Shelters
FY 2011-12

ATTACHMENTS: Resolution

RESOLUTION NO. 2012-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,
CALIFORNIA, APPROVING THE ARTICLE 8e APPLICATION FOR
BUS BENCHES/SHELTERS PURPOSES UNDER THE TRANSPORTATION
DEVELOPMENT ACT (SB 325), PUC 99400.

WHEREAS, the Transportation Development Act (SB 325) provides that each Transportation Planning Agency may allocate funds to specific transit purposes; and

WHEREAS, the City of Brawley has recognized the need for maintenance of bus benches & shelters.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BRAWLEY DOES RESOLVE AS FOLLOWS:

1. To authorize the Finance Director as the City's authorized signature and designated contact person.
2. To apply for funds available to the City of Brawley allocated for bus benches and shelters in the amount of **\$7,597.00**

PASSED, APPROVED AND ADOPTED at an adjourned regular meeting of the City Council held on the 3rd day of April, 2012.

CITY OF BRAWLEY, CALIFORNIA

George A. Nava, Mayor

ATTEST:

Alma Benavides, City Clerk