



**Brawley City Council &
Successor Agency to
Brawley Community Redevelopment Agency
Agenda
Regular Meeting
Tuesday, April 16, 2013 @ 6:00 PM
City Council Chambers
383 Main Street
Brawley, California 92227**

Sam A. Couchman, Mayor
Miguel C. Miranda, Mayor Pro-Tempore
Don C. Campbell, Council Member
George A. Nava, Council Member
Donald L. Wharton, 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 Richard Rodriguez, House of Bread Ministries

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.***

5. REGULAR BUSINESS

- a. Discussion and Action re: California Joint Powers Insurance Authority (CJPIA) Retrospective Payment Plan pp 67-74
 - 1) Adopt Resolution No. 2013- : Resolution Of The City Council Of The City Of Brawley, California Relating To The California Joint Powers Insurance Authority (CJPIA) Liability Program Retrospective Deposit Payment Plan pp 75-76

6. DEPARTMENTAL REPORTS

- a. Update on Rancho Porter Annexation and Tax Sharing Agreement by Gordon Gaste, Planning Director. pp 77-99
- b. Update re: Remediation Activities at Brawley Transit Transfer Station

7. INFORMATIONAL

- a. Correspondence from Time Warner Cable re: Government Access and Public Access Programming pg 100
- b. Record of Building Permits, March 2013 – Francisco Soto, Building Official pp 101-102

8. CITY COUNCIL REPORTS

9. TREASURER'S REPORT

10. CITY MANAGER'S REPORT

11. CITY ATTORNEY'S REPORT-

12. CLOSED SESSION

PUBLIC SECURITY

- a. The Agency will recess to closed session to meet with Rosanna B. Moore, City Manager, on matters posing a threat to the security of public buildings. (G.C. 54957)

PENDING LITIGATION

- b. Upon advice of its legal counsel, the Agency will recess to closed session pursuant to G.C. 54956(a) to confer with its attorney regarding pending litigation which has been initiated formally and to which the Agency is a party. The title of the litigation is: Administrative Civil Liability Complaint R7-2013-0028 City of Brawley Wastewater Treatment Plant.

EXISTING LITIGATION

- c. Upon advice of its legal counsel, the Agency will recess to closed session pursuant to G.C. 54956(a) to confer with its attorney regarding existing litigation which has been initiated formally and to which the Agency is a party. The title of the litigation is: Jupiter Ventures vs. City of Brawley.

PERSONNEL MATTERS

- d. The Agency will recess to closed session pursuant to G.C. 54957 to consider the appointment to the position of Firechief.

ADJOURNMENT

Next Regular Meeting, *Tuesday, May 7, 2013 @ 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: Office of the City Clerk @ 760-351-3080

Janet P. Smith, Deputy City Clerk

PROCLAMATION

"Veterans Appreciation Month"

May 2013

WHEREAS, the people of Imperial Valley appreciate and admire the thousands **of men and women who served in the armed forces to protect and preserve their** country and the freedoms enjoyed by all Americans; and

WHEREAS, in war, international conflicts and peacekeeping missions, men and women have been wounded, taken as Prisoners and died in the line of duty; and

WHEREAS, veterans possess a wide variety of valuable qualities, including experience, maturity, leadership and loyalty, that make them ideal candidates for employment; and

WHEREAS, the City of Brawley is committed to ensuring that veterans receive the services and programs to which they are entitled, and to promoting employer interest in hiring veterans; and

WHEREAS, during Veterans Appreciation Month, state and local agencies increase employer awareness about the benefits of hiring veterans; and

NOW, THEREFORE, THE City of Brawley does hereby proclaim May 2008, as "Veterans Appreciation Month in the City of Brawley, California".

Sam A. Couchman, Mayor



MAY 2013

MAY 2013



How it all began...

National Military Appreciation Month started as a simple idea; to gather America around its military family to honor, remember, recognize and appreciate those who have served and those now serving and to know the history behind it all. This idea was then legislated twice to achieve greater national attention and recognition.

The first legislation was in the United States Senate in 1999 designating May as National Military Appreciation Month. With the support and sponsorship of Senator John McCain, (R-AZ) and Representative Duncan Hunter, (R-CA) of San Diego and over 50 veteran service organizations, this important and timely legislation tells our service members that their country has set aside an entire month to honor, remember and appreciate them. In April of 2004, more comprehensive legislation was passed by unanimous consent of both Houses of Congress, H. Con. Res. 328, that May is National Military Appreciation Month and urges the President to issue an annual proclamation calling on the American people to recognize this special month of May through appropriate ceremonies and events.

Entering it's 14th year, a group of volunteers has been working towards preserving May as National Military Appreciation Month. From Washington D.C. to California, people came forward to help support this goal. Instrumental to achieving these results from early on is Duncan Munro, MSgt USAF (Ret) of Virginia who serves as National Events Coordinator and supports the website. Michael Fleming from Los Angeles works diligently as the Public Relations and Media Contact to promote and encourage participation worldwide. In addition, Rita Whaley Thompson, Executive Director of Time for America, who meticulously walked the halls of Congress helping to pass the initial legislation and lastly, Alice Wax, NMAM Executive Director, the Founder who worked for passage of related legislation. Additional kudos goes to Shauna Fleming of A Million Thanks who served for four years as National Spokesperson and continues to appear on radio and television shows. She visited to the Oval Office while working on her own goal of collecting 2.6 million letters of appreciation for our troops through A Million Thanks. Other military support organizations embracing NMAM include Shop APO FPO.com, Rebels With A Cause, Armature Radio Military Appreciation Day (ARMAD) and The Thank You Foundation.

Most intriguing to National Military Appreciation Month success is that it's built from the ground up by a handful of volunteers with genuine desire to build public patriotism, awareness and support for our troops and veterans.

Our military has played a major role in the development of our country chronicled through their unbending honor, their dedication to duty and their love of country. Unfortunately, it is common for many families to be neither aware of nor value and understand the service given by those in their own families, many of whom are of the "Greatest Generation" or even the call to duty, honor and country we see now. Schools no longer teach those military events that turned the course of history. We are slowly losing our connection to our own American history. Names like Pearl Harbor, San Juan Hill, Civil War, Belleau Wood, Continental Army, 38th Parallel, Berlin Airlift, Tet Offensive and Normandy are rapidly losing their significance to the general American population, particularly our future generations – our youth.

Because most holidays commemorating historical military events have become little more than three-day weekends lacking focus on their original purpose, this month is needed to remind us of the sacrifices and the history we as Americans have been privileged to participate in throughout the past 230 years.

Through appropriate means and incentives, Federal, State, and local governments and private sector entities are invited to participate in this special month and to encourage everyone to sponsor and participate in programs via multiple venues, giving the nation a time and place upon which to focus, draw attention, and express our appreciation and thanks to our military family.

Due to military deployments worldwide protecting our national interests, Americans are being asked to serve. Employers are being asked to accommodate lengthy absences by key employees. Our military represents the highest caliber of professionalism and technology. We ask them to willingly risk their lives on a moments notice; should we not willingly and openly recognize their contributions and their sacrifices as well?

GOD BLESS AMERICA AND OUR UNITED STATES ARMED FORCES!



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CITY OF BRAWLEY
March 19, 2013

The City Council of the City of Brawley, California met in regular session 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 Couchman @ 6:02 PM

PRESENT: Campbell, Couchman, Miranda, Nava, Wharton
ABSENT: None

The invocation was offered by Council Member Campbell.

The pledge of allegiance was led by Mayor Pro-tem Miranda.

APPROVAL OF AGENDA

The Council **determined that there is a need for immediate action** which cannot reasonably wait for the next regularly scheduled meeting and that the action came to the attention of the body after the agenda had already been posted, and added the following item to the agenda: m/s/c Wharton/Nava 5-0

Resolution Declaring an Emergency Ratifying Action Taken by the City Manager & Authorizing the City Manager to Take Such Further Action as May be Necessary in Response

- 3f. Approve General Plan Annual Progress Report was **removed from the consent agenda for regular discussion/action.**

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

PUBLIC APPEARANCES

Katie Figari, Brawley Chamber of Commerce: Invited the Council Members and public to a public workshop, Thursday, March 21, 2013, 5:00 PM – 8:00 PM, Southwest High School Multi-Purpose Room, 2001 Ocotillo Drive, El Centro, California, for the Home Basing of the F-35C Joint Strike Fighter. She advised that this will be the only hearing for public input. She also advised that there is a petition supporting this effort available for anyone who has not yet signed it.

Pat Vela: Stated that she was new to the City and loved our city. She said that she missed the last Council meeting because she couldn't find the building because of inadequate lighting.

Eric Reyes, 699 South 7th Street: Attended the assessment appeals hearing for National Beef to reassess the value of their property. He urged the City Council to use

their resources to get a public hearing scheduled to identify the “concrete method” as to how the assessment was made.

CONSENT AGENDA

The consent agenda was **approved** as follows: m/s/c Miranda/Nava 5-0

- a. **Approved** Minutes for the March 5, 2013 meeting.
- b. **Approved** the Accounts Payable Registers for February 28, 2013 and March 7, 2013
- c. **Resolution No. 2013-11:** Resolution of the City Council of the City of Brawley, California, Authorizing the Application for Funds From the Imperial County Children & Families First Commission for the Libraries Enable All to Read Now Project (LEARN), was approved, **passed and adopted**. m/s/c Miranda/Nava 5-0
Ayes: All Nays: None Absent: None
- d. **Resolution No. 2013-12:** Resolution of the City Council of the City of Brawley, California, Authorizing the Application for Funds from the Imperial County Children & Families First Commission for the Literacy & Mobile Book Services (LAMBS) was approved, **passed and adopted**. m/s/c Miranda/Nava 5-0
Ayes: All Nays: None Absent: None
- e. **Resolution No. 2013-13:** Resolution of the City Council of the City of Brawley, California, Relating to Employees Represented by the Teamsters, Chauffeurs, Warehouseman, and Helpers Local Union No. 542 Bargaining Unit Regarding Payment of CalPERS Member Contributions, was approved, **passed and adopted**. m/s/c Miranda/Nava 5-0 Ayes: All Nays: None
Absent: None

REGULAR BUSINESS

- a. Water/Wastewater Capacity Fees & Development Impact Fees Implementation Schedule

Staff Presentation and Recommendation: Yazmin Arellano, Public Works Director

Approve increase of Water & Wastewater Capacity Fees with 40% immediately, 55% in one (1) year, 70% in two (2) years, 85% in three (3) years and 100% in four (4) years. Approve Development Impact Fees with 33% immediately, 66% in two (2) years, and 100% in four (4) years.

Correspondence received and read into the record opposing Water & Wastewater Capacity Fee and Development Impact Fee increases:

Daniel Dobron, Chief Executive Officer
Pacific West Development
32823 Temecula Parkway, Suite A
Temecula, CA 92592

Stuart Chelin
Sartan-Nahar LLC
77682 Country Club Drive, Suite A-3
Palm Desert, CA 92211

The Council **approved** a 15% increase to the Water & Wastewater Capacity Fees. m/s/c Wharton/Campbell 3-2

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

The Council **postponed** the increase to the Development Impact Fees until scheduled to consider again in 2014. m/s/c Nava/Miranda 3-2

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

- b. Discussion re: Keystone Planning Area County Service Area (CSA) Formation, Water & Wastewater Planning Studies

The Council **directed staff to continue dialogue** in the spirit of the existing Memorandum of Understanding between the City of Brawley and the County of Imperial.

- c. **Resolution No. 2013-14:** Resolution of the City Council of the City of Brawley, California, Declaring an Emergency Ratifying Action Taken by the City Manager & Approval of Emergency Soil Removal at the Transit Transfer Station, was approved, **passed and adopted**. m/s/c Nava/Wharton 5-0 Ayes: All
Naves: None Absent: None
- d. The Council **approved** the General Plan Annual Progress Report as submitted by staff, and its submission to the California Office of Planning & Research (OPR). m/s/c Miranda/Campbell 5-0

DEPARTMENTAL REPORTS & INFORMATIONAL ITEMS

- a. Record of Building Permits, February 2013, Francisco Soto, Building Official.

CITY COUNCIL REPORTS

Wharton: Urged attendance at the Strike Force Public Hearing, Thursday, March 21, 2013. Attended State of the City, Imperial Valley Expo, Naval Air Facility Airshow, DOVES Monte Carlo Night, Library Board meeting and City's Strategic Planning meeting.

- Nava: None
- Campbell: Attended Imperial County Transit Commission Transit Stakeholders Focus Group. Thanked City staff.
- Miranda: Attended work related meetings in Sacramento and State of the City event. Commended the Parks & Recreation Department for our beautiful parks.
- Couchman: Interviewed by KROP at the IV Expo, attended Overall Economic Development Commission (OEDC) meeting. State of the City went well, appreciated Council Member and city staff attendance. Attended Renewable Energy Summit, 16th Annual Air Show, DOVES event, Transit Stakeholders focus group interview, and the City's Strategic Planning meeting.

PUBLIC APPEARANCE

Hugo Dominguez, 1292 Trail Street: Referred to an article in the newspaper regarding the Wastewater Treatment Plant and water/wastewater rate increases. Thought the new \$22 million water plant and improvements to the wastewater treatment plant addressed these issues. The people of Brawley should not be paying fees to profit the beef plant. After ten (10) years the "beef plant still smells." Why doesn't the city force the beef plant to comply with the ammonia issues?

The City Manager advised that there is a City Council item for the Regional Board's administrative civil complaint scheduled for today's closed session. Also advised that the water/wastewater capacity fees being discussed tonight were only for new development and not existing customers.

TREASURER'S REPORT - None

CITY MANAGER'S REPORT

1. The City Attorney, Finance Director and I met with the County regarding the proposed reduced property values for National Beef. There will be a hearing before the Assessment Appeals Board, April 1, 2013.
2. Thanked the Chamber of Commerce for partnering with the City on the State of the City event.
3. San Diego State University (SDSU), Brawley Campus , Small Business Day & Lender Fair, April 16, 2013, 10:00 AM – 2:00 PM, SDSU Brawley Campus, 560 East Highway 78, Brawley, California

The Council agreed to a sponsorship of the Small Business Day & Lender Fair in the amount of \$250.00.

CITY ATTORNEY'S REPORT – None

ADJOURNED TO CLOSED SESSION 7:50 PM

PENDING LITIGATION

- a. Upon advice of its legal counsel, the Agency will recess to closed session pursuant to G.C. 54956(a) to confer with its attorney regarding pending litigation which has been initiated formally and to which the Agency is a party. The title of the litigation is Jupiter Ventures vs. City of Brawley

LABOR RELATIONS NEGOTIATIONS

- b. The Agency will recess to closed session pursuant to G.C. 54857.6 to meet with Rosanna B. Moore, City Manager, who is the Agency's designated representative for the purpose of reviewing the Agency's position and instructing its representative regarding matters of salaries, salary schedules, compensation paid in the form of fringe benefits, or, as applicable, other matters dealing with mandatory subjects within the scope of representation pursuant to G.C. 3504. Teamsters Local 542.

RECONVENE CITY COUNCIL TO OPEN SESSION

The Council **ratified the Tentative Agreement** between the Teamsters, Chauffeurs, Warehouseman & Helpers Local Union 542 and the City of Brawley, dated March 5, 2013. m/s/c Nava/Miranda 5-0

ADJOURNMENT – Next regular meeting, Tuesday, April 2, 2013, 6:00 PM, City Council Chambers, 383 Main Street, Brawley, California.

Janet P. Smith, Deputy City Clerk

CITY OF BRAWLEY
April 2, 2013

The City Council of the City of Brawley, California met in regular session 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 Couchman @ 6:00 PM

PRESENT: Campbell, Couchman, Miranda, Nava, Wharton
ABSENT: None

The invocation was offered by Council Member Campbell.

The pledge of allegiance was led by Council Member Wharton.

APPROVAL OF AGENDA

The Council **determined that there is a need for immediate action** which cannot reasonably wait for the next regularly scheduled meeting and that the action came to the attention of the body after the agenda had already been posted, and added the following item to the agenda: m/s/c Campbell/Miranda 5-0

Resolution Declaring an Emergency, Ratifying Action Taken by the City Manager and Authorizing Emergency Repairs of Collapsed Manhole at Second Street Between J Street and K Street.

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

PUBLIC APPEARANCES

Pat Vela: Stated that she was signed up for the Small Business Administration (SBA) workshop. She inquired about jobs for the solar industry and hiring locals for Imperial Valley. She was referred to One-Stop and a website.

Mayor Couchman advised that One-Stop advertised the types of jobs that were available with a short window period. Most jobs are in Calexico, with the unions in charge, and with 70% locals hired. Most of the solar occurs in the northend.

CONSENT AGENDA

The consent agenda was **approved** as follows: m/s/c Campbell/Wharton 5-0

- a. **Approved** Minutes for the March 18, 2013 meeting.
- b. **Approved** the Accounts Payable Register for March 22, 2013.

- c. **Resolution No. 2013-15:** Resolution of the City Council of the City of Brawley, California, Authorizing Investment of City Monies in Local Agency Investment Fund (LAIF) was approved, **passed and adopted**. m/s/c Campbell/Wharton
Ayes: All Nays: None Absent: None
- d. **Approved** Expenditure in the Amount of \$17,961.19 to Total Technologies Solutions for Emergency Operations Center (EOC) Network Wiring Installation
- e. **Approved** Purchase in the Amount of \$315,925.01 for a Dump Truck, Tractor Loader & Telehandler, Using the National Joint Powers Alliance Purchasing Contract #77-377

REGULAR BUSINESS

- a. **Resolution No. 2013-17:** Resolution of the City Council of the City of Brawley, California, Approving the Expansion of the Imperial Valley Enterprise Zone Boundaries (Oberon Fuels/037-070-013-000), was approved, **passed and adopted**. m/s/c Campbell/Miranda 5-0

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

- b. Update: Brawley Community Foundation’s 1st Annual “Taking Back Main Street” Event, April 27, 2013, 2:00 PM – 7:00 PM & Request to Sell & Consume Alcohol on a City Street.

Presentation by Council Member Nava, 1st Annual “Taking Back Main Street.”

Overview of Goals & Objectives of Brawley Community Foundation by Tim Kelley, Treasurer and Council Member Wharton. First project, Brawley Theatre. Goal to re-
 due the front of the theatre by April 27th.

The Council **approved the sale and consumption of alcohol on a City Street** as requested by the Brawley Community Foundation for the 1st Annual “Taking Back Main Street” Event on April 27, 2013. m/s/c Campbell/Miranda 3-0-2

Council Members Nava and Wharton are members of the Brawley Community Foundation, and on the advice of legal counsel, abstained from voting due to the potential for a conflict of interest.

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

- c. **Resolution No. 2013-16:** Resolution of the City Council of the City of Brawley, California, Declaring an Emergency, Ratifying Action Taken by the City Manager and Approval of Emergency Repairs of Collapsed Manhole on Second Street Between J Street and K Street, was approved, **passed and adopted.** m/s/c Nava/Miranda 5-0

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

DEPARTMENTAL REPORTS & INFORMATIONAL ITEMS

- a. Monthly Staffing Report, April 2013, Shirley Bonillas, Personnel & Risk Management Administrator.
- b. Update re: City Projects, Yazmin Arellano, Public Works Director
1. Cattle Call Median, paving, lights and landscaping.
 2. Emergency Operations Center (EOC) & Police Department Remodel.
 3. Transit Transfer Station
 4. Panno Street Intersection construction.
 5. Sewer Lift Station 1 & 2.
 6. Alyce Gereaux Park Renovation.
 7. Fire Station #2 Block Wall
 8. CNG Sweeper purchase.

CITY COUNCIL REPORTS

- Wharton: Attended Airport Commission meeting, discussed unmanned aircraft testing; Public Safety Committee meeting; Imperial Valley Economic Development Commission (IVEDC); working on committee to "Take Back Main Street," a vision for Main Street.
- Nava: Attended American Citizens Club (ACC) Installation; US Fitness Chamber Mixer; Imperial County Transportation Committee, discussed GPS updates for the trucking industry and truck traffic. Thank you to all of the "Taking Back Main Street" volunteers.
- Campbell: Attended American Citizens Club (ACC) Installation; Thanked Chiefs Gillmore and Peraza for their efforts with all of the things that are happening in the City, you have our support. Will attend Southern California Association of Governments (SCAG) meeting tomorrow. Extended invitation to the Cesar Chavez celebration, April 20, 2013.
- Miranda: Participated in the Calipatria State Prison 4th Annual Health Fair, March 27, 2013. California Assemblyman Ben Hueso, was in attendance. Spoke with him about our Community Development Block Grant application for a Fire Truck and manhole reconstruction. He assured me

that he would support our request. The Miranda family had a family gathering at Rotary Park for Easter with over 100 in attendance. Invited all to the Cesar Chavez Day Celebration and festivities on April 20, 2013, Cattle Call Arena.

Couchman: Attended Imperial Valley Enterprise Zone meeting, March 20th; Attended the Strike Fighter evening meeting at which there was a lot of negativity about the Imperial Valley as a base for the F35 aircraft, but the coalition is moving forward as a group. Overall Economic Development Commission (OEDC) CEDS for future Plan/Project EDA Funding; US Fitness Chamber Mixer; Martin Garza Run/Walk. The City is moving forward in spite of the current difficulties we are experiencing.

The Mayor reminded the Council about the "Exemplary Civic Award of Distinction" to be held at Brawley Union High School (BUHS) to recognize the civics class, on Friday, April 5, 2013 11:00 AM – 12:00 Noon, in the new gym. BUHS is one of 22 schools in California selected for the award.

TREASURER'S REPORT - None

CITY MANAGER'S REPORT

1. The United States Marine Corps (USMC) has requested per an urban training exercise at the Luckey Ranch on May 13, 2013. They will make a public presentation at a future Council meeting.
2. The International Council of Shopping Centers (ICSC) will hold their annual event in May. Early bird rate expires in April. Council Members Miranda and Nava expressed an interest to attend.
3. The Council set April 9, 2013 for a budget workshop. Del Rio Branch Library, 1501 I Street. However, it has been noted that all of the Council members cannot attend. The City Manager explained that due to a public hearing on the Community Development Block Grant (CDBG) 2013 Application also scheduled for that date, it cannot be canceled, as it has already been published in the new media.

The Council rescheduled the budget workshop for Monday, April 15, 2013, 6:00 PM., City Council Chambers, 383 Main Street, Brawley, California.

CITY ATTORNEY'S REPORT – None

ADJOURNED TO CLOSED SESSION 7:20 PM

PENDING LITIGATION

- a. Upon advice of its legal counsel, the Agency will recess to closed session pursuant to G.C. 54956(a) to confer with its attorney regarding pending litigation which has been initiated formally and to which the Agency is a party. The title of the litigation is: Administrative Civil Liability Complaint R7-2013-0028 City of Brawley Wastewater Treatment Plant

ADJOURNMENT – Adjourn to Tuesday, April 9, 2013 @ 5:30 PM, Brawley Del Rio Branch Library, 1501 I Street, Brawley, California.

Next regular meeting, Tuesday, April 16, 2013, 6:00 PM, City Council Chambers, 383 Main Street, Brawley, California.

Janet P. Smith, Deputy City Clerk

CITY OF BRAWLEY
April 9, 2013

The City Council of the City of Brawley, California met in adjourned regular session at 5:30 PM, **Brawley Del Rio Branch Library, 1501 I 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 Couchman @ 5:30 PM

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

The invocation was offered by Council Member Campbell.

The pledge of allegiance was led by Mayor Pro-tem Miranda.

APPROVAL OF AGENDA

The agenda was **approved as submitted**. m/s/c Campbell/Miranda 4-0 Council Member Wharton absent.

PUBLIC APPEARANCES

There were no public appearances.

PUBLIC HEARING

Due notice having been given, this is the time and place to consider submittal of an application in response to the 2013 State Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA). The City of Brawley, Community Development Services, Public Works Department and Fire Department propose to apply for a 2013 NOFA CDBG Grant of up to \$2,000,000 under the following eligible activities:

1. A Public Improvements Grant of \$1.5 million to rehabilitate/reconstruct aged and failing sanitary sewer manholes throughout the City.
2. A Public Facilities Grant of \$500,000 for purchase of a replacement fire apparatus.

Open public hearing at 5:35 PM.

There were no public comments.

Closed public hearing at 5:37 PM.

Resolution No. 2013-18: Resolution of the City Council of the City of Brawley, California, Approving an Application for Funding & the Execution of a Grant Agreement & Any Amendments Thereto From the 2013 Allocation of the State Community Development Block Grant (CDBG) Program was approved, passed and adopted. m/s/c Campbell/Nava

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

ADJOURNMENT – Adjourn to Monday, April 15, 2013 @ 6:00 PM, City Council Chambers, 383 Main Street, Brawley, California.

Next regular meeting, Tuesday, April 16, 2013, 6:00 PM, City Council Chambers, 383 Main Street, Brawley, California.

Janet P. Smith, Deputy City Clerk

Check Register Report

Date: 03/28/2013

Time: 10:47 AM

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City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
23642	03/28/2013	Printed	F495	49ER COMMUNICATIONS, INC.	Digital Handheld Radio	2,340.11
23643	03/28/2013	Printed	A414	AIRWAVE COMMUNICATIONS ENT	Replace Cable #907 P.D.	288.89
23644	03/28/2013	Printed	A230	ALARM COMMUNICATION EXPERT	Alarm Monitoring - WWTP	432.19
23645	03/28/2013	Printed	A326	ALLSTAR FIRE EQUIPMENT, INC	Demand Valve, Latches	30.14
23646	03/28/2013	Printed	A626	ALPHA & OMEGA TELECOM	Repair Telephone System	70.00
23647	03/28/2013	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	157.15
23648	03/28/2013	Printed	A007	MATTHEW ALSTON	Travel Adv/Field Training	255.00
23649	03/28/2013	Printed	A530	AMERICAN CITIZENS CLUB	Installation Of Officers	150.00
23650	03/28/2013	Printed	A692	APPLIED INDUSTRIAL TECH., INC.	Couplings/Airport Tank Pumps	467.05
23651	03/28/2013	Printed	A202	APWA	ASCE Lunch Meeting/Arellano,	36.00
23652	03/28/2013	Printed	A461	AT&T-CALNET 2	Telephone Services 8/12-3/11	109.30
23653	03/28/2013	Printed	A138	ATCO INTERNATIONAL	Swipes	229.90
23654	03/28/2013	Printed	A592	AUTO ZONE, INC. #2804	A/C Hose #935 Graffiti	203.50
23655	03/28/2013	Printed	A930	AVAYA FINANCIAL SERVICES	City Hall Phone System	150.89
23656	03/28/2013	Printed	B158	MIRIAM BARON	Refund Deposit 804 Evelyn Ave	199.18
23657	03/28/2013	Printed	B348	JAMES BARROS	Refund Deposit 1259 Martin St	191.74
23658	03/28/2013	Printed	B210	BRAWLEY CHAMBER OF	Sponsor/SBA Fair	250.00
23659	03/28/2013	Printed	B269	BRAWLEY TRACTOR PARTS	Ratchet, Socket	1,050.05
23660	03/28/2013	Printed	B747	BRENNTAG PACIFIC INC.	Drum Return	2,104.57
23661	03/28/2013	Printed	B550	KELLY BROWN	Travel Adv/Peer Counseling	12.75
23662	03/28/2013	Printed	B411	BSN SPORTS	Basketball Uniforms	560.32
23663	03/28/2013	Printed	C312	CA PUBLIC EMP. RETIREMENT	April 2013 Health Insurance	69,896.47
23664	03/28/2013	Printed	C008	LINDA CALLENS	Refund Deposit 385 W Jones	119.47
23665	03/28/2013	Printed	C544	CANON FINANCIAL SERVICES, INC	FD#2 Copier Lease 4/1-6/30/30	139.28
23666	03/28/2013	Printed	C549	CANON SOLUTIONS AMERICA, INC	Copier Maint March/Parks & Rec	165.02
23667	03/28/2013	Printed	C473	EMMA CARDENAS	Refund Deposit 640 N Palm Ave	189.86
23668	03/28/2013	Printed	C171	MARTIN CARPIO	Refund Deposit 1105-CADS	176.68
23669	03/28/2013	Printed	C288	COMMUNITY VALLEY BANK	Refund Dep/OvPymt MESQ-	199.62
23670	03/28/2013	Printed	C406	SHANNON COOPER	Refund Deposit 429 W C Street	79.64
23671	03/28/2013	Printed	C137	PETER A. CRUZ	Refund Deposit 341 West J St	176.68
23672	03/28/2013	Printed	D171	D & M WATER COMPANY	Bulk Water - Fire Station #2	79.74
23673	03/28/2013	Printed	D552	REY BENDANILLO DE LA CERNA	Refund Deposit 110 Mackenzie	174.86
23674	03/28/2013	Printed	D478	DEPARTMENT OF JUSTICE	Fingerprint Applications	162.00
23675	03/28/2013	Printed	D602	DESERT AUTO PLAZA	Repair Heater & Core #208 Sts	1,603.85
23676	03/28/2013	Printed	D178	DIRECTV	Acct# 041023715 2/26-3/25	112.99
23677	03/28/2013	Printed	D223	MANUEL DURAN	Translation/Notice Of Public	49.00
23678	03/28/2013	Printed	E145	ELMS EQUIPMENT	Lawnmover	2,151.78
23679	03/28/2013	Printed	E171	EMERGENCY MEDICAL PRODUCTS,	Collar, Tourniquet, Dextrose	93.74
23680	03/28/2013	Printed	E398	EMPIRE SOUTHWEST LLC	Repair Generator/WWTP	1,295.21
23681	03/28/2013	Printed	F461	IGNACIO B. FAUSTO	Refund Deposit 724 B Street	954.28
23682	03/28/2013	Printed	F105	FEDERAL EXPRESS CORP.	Mailings-City Clerk	5.84
23683	03/28/2013	Printed	F654	JESUS EDUARDO FELIX	Refund Deposit 345 N Palm Ave	200.10
23684	03/28/2013	Printed	F542	FERGUSON ENTERPRISES, INC.	Magnetic Meter	7,604.40
23685	03/28/2013	Printed	F296	BEATRICE FERNANDEZ	Refund Deposit 719 C Street	173.16
23686	03/28/2013	Printed	F415	TANYA FERNANDEZ	Reimb For Items/Sr Center	82.38
23687	03/28/2013	Printed	F188	MARTHA LORENA FUENTES	Refund Deposit 176 G Street	165.56
23688	03/28/2013	Printed	G204	BRENDA GARCIA	Refund Deposit 935 Martin Pl	88.01
23689	03/28/2013	Printed	H075	GEORGE HANCOCK MD, INC	Refund Over Payment/Bus Lic	9.00
23690	03/28/2013	Printed	G536	GRAFFIK INDUSTRIES, INC.	Decals/P.D.	408.40
23691	03/28/2013	Printed	G731	RAKHIM GRAY	Basketball Scorekeeper 3/21	32.00
23692	03/28/2013	Printed	G880	BERENICE GUERRERO	Refund Over Payment 764 MAGN	41.81

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23693	03/28/2013	Printed	H182	HACH COMPANY, INC.	Chlorine Regents, Refill Vials	500.88
23694	03/28/2013	Printed	H124	KASEY W. HAMMOND	Refund Deposit 691 S 3RD St	188.58
23695	03/28/2013	Printed	H158	HD SUPPLY WATERWORKS, LTD.	Register	6,002.78
23696	03/28/2013	Printed	H409	CHARLES HINKLE	Refund Deposit 1142 B Street	186.78
23697	03/28/2013	Printed	H089	SANDI HOSKINS	Refund Over Payment 1279 Ivy	99.02
23698	03/28/2013	Printed	H980	HUBER TECHNOLOGY, INC.	Poly Bushing, Linkage Pin	6,833.32
23699	03/28/2013	Printed	H377	HYDRAULICS & BEARING SUPPLY	Seals #15 Streets	24.41
23700	03/28/2013	Printed	I207	IM&R, INC.	Preventive Maint. Monorail	480.00
23701	03/28/2013	Printed	I490	IMPERIAL COUNTY AUDITOR	RDA Allocation/AB 1484	156,517.06
23702	03/28/2013	Printed	I514	IMPERIAL COUNTY FIRE DEPT.	Haz Mat Joint Powers Agreement	1,470.00
23703	03/28/2013	Void			Void Check	0.00
23704	03/28/2013	Printed	I301	IMPERIAL HARDWARE CO., INC.	Batteries	561.65
23705	03/28/2013	Printed	J380	JADE SECURITY SYSTEMS, INC.	Alarm Monitoring FD #2 March	54.98
23706	03/28/2013	Printed	K793	KME FIRE APPARATUS	Ground Light, Gauge	178.52
23707	03/28/2013	Printed	K933	NANNETTE KNIFFIN	Refund Deposit 1060 Leonard St	187.39
23708	03/28/2013	Printed	K183	RAJESH KUMAR	Refund Deposit 219 E Street	361.59
23709	03/28/2013	Printed	M373	ROBERTO OCHOA MACIEL	Refund Deposit 724 B Street	338.66
23710	03/28/2013	Printed	M997	MAIN STREET SIGNS	Stop Signs	971.19
23711	03/28/2013	Printed	M714	MANPOWER	Temp Services Thru 3/10/13	252.48
23712	03/28/2013	Printed	M004	MCNEECE BROS OIL COMPANY	Fuel/Fire Dept	4,219.52
23713	03/28/2013	Printed	M811	SIXTO MORENO	Travel Adv/Peer Counseling	12.75
23714	03/28/2013	Printed	M303	DENNIS H. MORITA, APC	Attorney Services - Aug. 2012	1,312.84
23715	03/28/2013	Printed	M275	MSC INDUSTRIAL SUPPLY CO. INC.	Pump	151.63
23716	03/28/2013	Printed	N045	NORTHEND AUTOPARTS, INC.	Rail Kit #209 Shop	151.31
23717	03/28/2013	Printed	0567	JIM O'MALLEY PLUMBING	Adapter, Unions	320.83
23718	03/28/2013	Printed	O123	OCE	Planning Copier Maint. March	69.89
23719	03/28/2013	Printed	O125	OFFICE SUPPLY CO.	Scotch Tape, Post-Its	95.63
23720	03/28/2013	Printed	O875	KALI ORFF	Travel Adv/Peer Counseling	12.75
23721	03/28/2013	Printed	P344	PADRE JANITORIAL SUPPLIES, INC	Janitorial Supplies	168.51
23722	03/28/2013	Printed	P167	PETE'S AUTO PARTS	A/C Valve Cores #909 P.D.	10.26
23723	03/28/2013	Printed	P113	PETTY CASH -CITY CLERK	Petty Cash	4.32
23724	03/28/2013	Printed	P988	PLUGGED IN ELECTRIC, INC.	Repair Lights/Parking Lot	1,990.00
23725	03/28/2013	Printed	P104	PUBLIC EMPLOYEES RETIREMENT	03/05-03/18/2013 PERS	89,526.90
23726	03/28/2013	Printed	P839	PYRAMID CONSTRUCTION	Tack Oil	1,495.80
23727	03/28/2013	Void			Void Check	0.00
23728	03/28/2013	Printed	R651	R.J. SAFETY SUPPLY CO., INC	First Aid Kit, Hard Hat, Lens	1,682.65
23729	03/28/2013	Printed	R302	RADY CHILDREN'S HOSPITAL-S.	Evidence Gathering	1,000.00
23730	03/28/2013	Printed	R163	RDO EQUIPMENT CO.	Valve Cover Gasket #15 Sts	24.46
23731	03/28/2013	Printed	R453	REXEL	Load Center, Slim GFCI	152.10
23732	03/28/2013	Printed	R517	ROCKWOOD CHEMICAL	Herbicide Spray	103.30
23733	03/28/2013	Printed	R985	ROMAINE ELECTRIC CORP	Alternators #209/Shop Stock	918.95
23734	03/28/2013	Printed	R852	ROMAN RUBIO	Basketball Scorekeeper 3/21	32.00
23735	03/28/2013	Printed	S298	SAN BERNARDINO SHERIFF'S	Field Training Officer	200.00
23736	03/28/2013	Printed	S894	LUIS SANCHEZ	Travel Adv/Field Training	736.95
23737	03/28/2013	Printed	S407	DANIEL SCHLEYER	Travel Adv/Assault Investigate	734.35
23738	03/28/2013	Printed	S489	SMITH KANDAL REAL ESTATE	Refund Dep/OvPymt 1014 Birch	199.62
23739	03/28/2013	Printed	S495	SOUTHERN CALIFORNIA GAS CO.	015 325 6300 2 2/11-3/12	3,839.00
23740	03/28/2013	Printed	S689	STAPLES ADVANTAGE	Pens	124.33
23741	03/28/2013	Printed	S002	DANIEL SWITHENBANK	Travel Adv/Peer Counseling	12.75
23742	03/28/2013	Printed	T623	GARRETT THILL	Refund Deposit 177 Appaloosa	133.41
23743	03/28/2013	Printed	T306	TIMEPAYMENT CORP.	Drinking Water Service P.D.	65.43
23744	03/28/2013	Printed	T524	TYCO INTEGRATED SECURITY, LLC	Alarm Monitoring 4/1-4/30/13	96.58
23745	03/28/2013	Printed	U630	UNITED PARCEL SERVICE, INC	Mailings - Fire Dept	49.06

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23746	03/28/2013	Printed	U901	UNITED STATES POSTAL SERVIC	City Hall Postage Refill	3,032.91
23747	03/28/2013	Printed	U311	URBAN FUTURES INC.	RDA Implementation Feb 2013	337.50
23748	03/28/2013	Printed	V956	RUDY VALLARTA	Basketball Referee 3/21	80.00
23749	03/28/2013	Printed	V079	VERIZON WIRELESS SERVICES L	Replace Ck #022136	966.61
23750	03/28/2013	Printed	W221	WAL-MART STORES, INC. #01-1555	Cell Phone Cases-WTP On-Call	10.76
23751	03/28/2013	Printed	W833	WATER TECH	Station Controller	140.91
23752	03/28/2013	Printed	W250	WESTAIR GASES & EQUIPMENT	Oxygen, Acetylene Tanks/FD2	150.04
23753	03/28/2013	Printed	W450	WYMORE, INC.	32 Hex Bit	75.55
					Checks Total (excluding void checks):	385,571.01

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Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: 101-000.000-205.308	U.S. Fit	TANYA FERNANDEZ Reimb For Items/Sr Center	23686		03/22/2013	82.38
				Total		82.38
Dept: General Revenues						
101-110.000-410.800	Business l	GEORGE HANCOCK MD, INC Refund Over Payment/Bus Lic	23689		03/20/2013	9.00
101-110.000-410.910	Utility us	COMMUNITY VALLEY BANK Refund Dep/OvPymt MESQ-001050	23669		03/18/2013	1.32
101-110.000-410.910	Utility us	BERENICE GUERRERO Refund Over Payment 764 MAGN	23692		03/18/2013	1.61
101-110.000-410.910	Utility us	SMITH KANDAL REAL ESTATE Refund Dep/OvPymt 1014 Birch	23738		03/19/2013	1.32
				Total General Revenues		13.25
Dept: City Council						
101-111.000-730.200	Technical	TYCO INTEGRATED SECURITY, LLC Alarm Monitoring 4/1-4/30/13	23744	92680085	03/09/2013	24.14
101-111.000-750.200	Communicat	VERIZON WIRELESS SERVICES L Replace Ck #022136	23749	1137592652	11/15/2012	152.04
101-111.000-750.601	Special Ev	AMERICAN CITIZENS CLUB Installation Of Officers	23649		03/18/2013	150.00
101-111.000-750.601	Special Ev	BRAWLEY CHAMBER OF COMMERCE Sponsor/SBA Fair	23658		03/26/2013	250.00
				Total City Council		576.18
Dept: City Clerk						
101-112.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	965.36
101-112.000-730.200	Technical	TYCO INTEGRATED SECURITY, LLC Alarm Monitoring 4/1-4/30/13	23744	92680085	03/09/2013	24.15
101-112.000-750.210	Postage	FEDERAL EXPRESS CORP. Mailings-City Clerk	23682	4707-8050-9	03/15/2013	5.84
101-112.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	23746		03/25/2013	9.99
				Total City Clerk		1,005.34
Dept: City Manager						
101-131.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	769.75
101-131.000-730.200	Technical	TYCO INTEGRATED SECURITY, LLC Alarm Monitoring 4/1-4/30/13	23744	92680085	03/09/2013	24.15
101-131.000-740.100	Repair & m	ALPHA & OMEGA TELECOM Repair Telephone System	23646	3429	03/13/2013	70.00
				Total City Manager		863.90
Dept: Finance						
101-151.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	2,383.47
101-151.000-720.100	Office sup	OFFICE SUPPLY CO. Scotch Tape, Post-Its	23719	462831-0	03/20/2013	14.23
101-151.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	23746		03/25/2013	120.49
				Total Finance		2,518.19
Dept: Utility Billing						
101-152.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	1,104.85
101-152.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	23746		03/25/2013	64.94
101-152.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	23746		03/27/2013	2,599.74
				Total Utility Billing		3,769.53
Dept: Personnel						
101-153.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	591.98
101-153.000-730.200	Technical	DEPARTMENT OF JUSTICE Fingerprint Applications	23674	959311	03/05/2013	162.00

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Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Personnel						
101-153.000-730.200	Technical	TYCO INTEGRATED SECURITY, LLC Alarm Monitoring 4/1-4/30/13	23744	92680085	03/09/2013	24.14
101-153.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	23746		03/25/2013	5.98
Total Personnel						784.10
Dept: City Attorney						
101-161.000-730.100	Profession	DENNIS H. MORITA, APC Attorney Services - Aug. 2012	23714	1630	03/01/2013	1,312.84
Total City Attorney						1,312.84
Dept: Planning						
101-171.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	1,010.67
101-171.000-740.100	Repair & m	OCE Planning Copier Maint. March	23718	987945856	03/02/2013	69.89
101-171.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	23746		03/25/2013	55.58
Total Planning						1,136.14
Dept: Information tecnology						
101-181.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	676.00
101-181.000-750.200	Communicat	VERIZON WIRELESS SERVICES L Replace Ck #022136	23749	1137592652	11/15/2012	38.01
Total Information tecnology						714.01
Dept: Non-departmental						
101-191.000-721.200	Other oper	PETTY CASH -CITY CLERK Petty Cash	23723		03/20/2013	4.32
101-191.000-721.900	Small tool	IMPERIAL HARDWARE CO., INC. Level, Fastener	23704	305700/2	03/13/2013	23.26
101-191.000-740.100	Repair & m	AVAYA FINANCIAL SERVICES City Hall Phone System	23655	23050925	03/21/2013	150.89
101-191.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	23647	LYUM714671	03/22/2013	18.05
Total Non-departmental						196.52
Dept: Police Protection						
101-211.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	3,424.45
101-211.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	30,299.70
101-211.000-721.200	Other oper	TIMEPAYMENT CORP. Drinking Water Service P.D.	23743	32942864-0413	03/15/2013	65.43
101-211.000-730.200	Technical	RADY CHILDREN'S HOSPITAL-S. Evidence Gathering	23729	2155342	02/05/2013	1,000.00
101-211.000-740.100	Repair & m	CANON SOLUTIONS AMERICA, INC Copier Maint Feb./P.D.	23666	4009040310	03/11/2013	56.00
101-211.000-740.100	Repair & m	CANON SOLUTIONS AMERICA, INC Copier Maint Feb./P.D.	23666	4008953607	03/01/2013	98.02
101-211.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	23647	LYUM714670	03/22/2013	101.19
101-211.000-750.200	Communicat	VERIZON WIRELESS SERVICES L Replace Ck #022136	23749	1137592650	11/15/2012	776.56
101-211.000-750.510	Training/P	MATTHEW ALSTON Travel Adv/Field Training	23648		03/26/2013	255.00
101-211.000-750.510	Training/P	KELLY BROWN Travel Adv/Peer Counseling	23661		03/26/2013	12.75
101-211.000-750.510	Training/P	SIXTO MORENO Travel Adv/Peer Counseling	23713		03/27/2013	12.75
101-211.000-750.510	Training/P	KALI ORFF Travel Adv/Peer Counseling	23720		03/27/2013	12.75
101-211.000-750.510	Training/P	DANIEL SWITHEBANK Travel Adv/Peer Counseling	23741		03/27/2013	12.75
101-211.000-750.510	Training/P	DANIEL SCHLEYER Travel Adv/Assault Investigate	23737		03/27/2013	734.35
101-211.000-750.510	Training/P	SAN BERNARDINO SHERIFF'S DEPT. Field Training Officer	23735		03/20/2013	200.00

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Fund: General Fund						
Dept: Police Protection 101-211.000-750.510	Training/P	LUIS SANCHEZ Travel Adv/Field Training	23736		03/27/2013	736.95
						37,798.65
Total Police Protection						37,798.65
Dept: Graffiti Abatement 101-211.300-730.200	Technical	MANPOWER Temp Services Thru 3/10/13	23711	25334877	03/10/2013	252.48
						252.48
Total Graffiti Abatement						252.48
Dept: Fire Department 101-221.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	12,211.57
101-221.000-720.400	Automotive	KME FIRE APPARATUS Ground Light, Gauge	23706	CA521123	03/14/2013	178.52
101-221.000-720.600	Plumbing s	IMPERIAL HARDWARE CO., INC. Black Pipe, Nipples, Ells	23704	305959/2	03/14/2013	102.55
101-221.000-720.700	Constructi	IMPERIAL HARDWARE CO., INC. Plywood, Screws	23704	305632/2	03/12/2013	52.12
101-221.000-720.800	Janitorial	PADRE JANITORIAL SUPPLIES, INC Janitorial Supplies	23721	340184	03/04/2013	168.51
101-221.000-721.200	Other oper	AUTO ZONE, INC. #2804 Oil Absorbent	23654	2804708974	02/27/2013	14.23
101-221.000-721.200	Other oper	ALLSTAR FIRE EQUIPMENT, INC Demand Valve, Latches	23645	163646	02/18/2013	30.14
101-221.000-721.200	Other oper	D & M WATER COMPANY Bulk Water - Fire Station #1	23672	208524	02/28/2013	40.42
101-221.000-721.200	Other oper	EMERGENCY MEDICAL PRODUCTS, IN Collar, Tourniquet, Dextrose	23679	1537429	03/04/2013	93.74
101-221.000-721.900	Small tool	49ER COMMUNICATIONS, INC. Digital Handheld Radio	23642	286735	03/07/2013	2,340.11
101-221.000-725.300	Natural ga	SOUTHERN CALIFORNIA GAS CO. 015 325 6300 2 2/11-3/12	23739		03/14/2013	25.06
101-221.000-725.400	Fuel	MCNEECE BROS OIL COMPANY Fuel/Fire Dept	23712	804869	02/28/2013	2,243.17
101-221.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	23647	LYUM709534	03/08/2013	31.35
101-221.000-740.400	Rent	WESTAIR GASES & EQUIPMENT INC Oxygen, Acetylene Tanks/F.D.	23752	844872	02/28/2013	90.84
101-221.000-750.210	Postage	UNITED PARCEL SERVICE, INC Mailings - Fire Dept	23745	0000X7V429103	03/09/2013	49.06
						17,671.39
Total Fire Department						17,671.39
Dept: Fire Station #2 101-221.100-721.200	Other oper	AUTO ZONE, INC. #2804 Car Wash Soap	23654	2804728769	03/19/2013	6.47
101-221.100-721.200	Other oper	D & M WATER COMPANY Bulk Water - Fire Station #2	23672	208217	02/18/2013	39.32
101-221.100-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Dry Eraser Markers	23704	306177/2	03/16/2013	6.25
101-221.100-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Batteries	23704	305427/2	03/11/2013	12.94
101-221.100-721.200	Other oper	JIM O'MALLEY PLUMBING Pipes	23717	84069	03/21/2013	7.67
101-221.100-725.300	Natural ga	SOUTHERN CALIFORNIA GAS CO. 088 557 5439 9 2/5-3/6	23739		03/08/2013	73.11
101-221.100-730.200	Technical	IMPERIAL COUNTY FIRE DEPT. Haz Mat Joint Powers Agreement	23702	FY2012/2013	02/14/2013	1,470.00
101-221.100-730.200	Technical	JADE SECURITY SYSTEMS, INC. Alarm Monitoring FD #2 March	23705	079705	03/10/2013	54.98
101-221.100-740.400	Rent	CANON FINANCIAL SERVICES, INC FD#2 Copier Lease 4/1-6/30/30	23665	2027262	02/26/2013	139.28
101-221.100-740.400	Rent	WESTAIR GASES & EQUIPMENT INC Oxygen, Acetylene Tanks/FD2	23752	844873	02/28/2013	59.20
101-221.100-750.200	Communicat	DIRECTV Acct# 041023715 2/26-3/25	23676	19898320493	02/27/2013	112.99
						1,982.21
Total Fire Station #2						1,982.21
Dept: Building Inspection 101-231.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	1,753.59

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Fund: General Fund						
Dept: Building Inspection						
101-231.000-720.100	Office sup	OFFICE SUPPLY CO. Flash Drive, Disinfect Spray	23719	462670-0	03/15/2013	22.89
101-231.000-720.100	Office sup	OFFICE SUPPLY CO. Memory Drive, File Box, Spray	23719	462589-0	03/13/2013	42.75
101-231.000-720.100	Office sup	OFFICE SUPPLY CO. Return Memory Drive & Spray	23719	C462589-0	03/15/2013	-15.93
101-231.000-720.100	Office sup	OFFICE SUPPLY CO. Return Memory Drive & Spray	23719	C462589-0	03/15/2013	-1.65
101-231.000-720.200	Books and	OFFICE SUPPLY CO. Flash Drive, Disinfect Spray	23719	462670-0	03/15/2013	4.40
101-231.000-720.200	Books and	OFFICE SUPPLY CO. Memory Drive, File Box, Spray	23719	462589-0	03/13/2013	1.65
101-231.000-725.400	Fuel	MCNEECE BROS OIL COMPANY Fuel/Building	23712	804872	02/28/2013	262.84
101-231.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	23746		03/25/2013	149.63
101-231.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	23746		03/27/2013	3.22
						2,223.39
Total Building Inspection						
Dept: Animal Control						
101-241.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	293.89
101-241.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Uniform Cleaning Services	23647	LYUM715158	03/25/2013	6.56
						300.45
Total Animal Control						
Dept: Engineering						
101-311.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	3,493.49
101-311.000-721.900	Small tool	ELMS EQUIPMENT Return Lawnmover	23678	1057846-0002	03/21/2013	-442.27
101-311.000-721.900	Small tool	ELMS EQUIPMENT Lawnmover	23678	1057852-0001	03/21/2013	704.25
101-311.000-730.200	Technical	ALARM COMMUNICATION EXPERT Alarm Monitoring/Sts., Utility	23644	07250	03/07/2013	90.00
101-311.000-730.200	Technical	ALARM COMMUNICATION EXPERT Alarm Monitoring/Public Works	23644	07252	03/07/2013	90.00
101-311.000-740.100	Repair & m	ALARM COMMUNICATION EXPERT Replace Battery/Alarm System	23644	07238	01/25/2013	72.19
101-311.000-750.600	Membership	APWA ASCE Lunch Meeting/Arellano,	23651		03/21/2013	36.00
						4,043.66
Total Engineering						
Dept: Community Development						
101-411.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	630.85
101-411.000-720.100	Office sup	OFFICE SUPPLY CO. Flash Drive, Disinfect Spray	23719	462670-0	03/15/2013	22.89
101-411.000-720.100	Office sup	OFFICE SUPPLY CO. Memory Drive, File Box, Spray	23719	462589-0	03/13/2013	15.93
101-411.000-720.100	Office sup	OFFICE SUPPLY CO. Return Memory Drive & Spray	23719	C462589-0	03/15/2013	-15.93
101-411.000-720.100	Office sup	OFFICE SUPPLY CO. Return Memory Drive & Spray	23719	C462589-0	03/15/2013	-1.65
101-411.000-720.200	Books and	OFFICE SUPPLY CO. Flash Drive, Disinfect Spray	23719	462670-0	03/15/2013	4.40
101-411.000-720.200	Books and	OFFICE SUPPLY CO. Memory Drive, File Box, Spray	23719	462589-0	03/13/2013	1.65
101-411.000-730.200	Technical	MANUEL DURAN Translation/Notice Of Public	23677		03/20/2013	49.00
						707.14
Total Community Development						
Dept: Parks						
101-511.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	2,189.24
101-511.000-720.300	Chemicals	IMPERIAL HARDWARE CO., INC. Ant Killer, Tape	23704	306649/2	03/20/2013	14.15
101-511.000-720.500	Electrical	IMPERIAL HARDWARE CO., INC. Cord Cap, Service Cord	23704	305580/2	03/12/2013	4.56

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Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Parks						
101-511.000-720.800	Janitorial	IMPERIAL HARDWARE CO., INC. Soap, Bowl Cleaner, Clorox	23704	306631/2	03/20/2013	13.07
101-511.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Hooks, Chain	23704	306513/2	03/19/2013	11.60
101-511.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Ant Killer, Tape	23704	306649/2	03/20/2013	10.52
101-511.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Enamel Base	23704	306832/2	03/21/2013	17.52
101-511.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Keys	23704	306955/2	03/22/2013	3.88
101-511.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Paint, Brush	23704	306642/2	03/20/2013	32.25
101-511.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Padlock, Key	23704	306646/2	03/20/2013	22.62
101-511.000-721.200	Other oper	REXEL Marker Book	23731	801782436	03/11/2013	12.74
101-511.000-721.900	Small tool	AUTO ZONE, INC. #2804 Tool Set	23654	2804709034	02/27/2013	107.99
101-511.000-721.900	Small tool	AUTO ZONE, INC. #2804 Return Tool Set	23654	2804709038	02/27/2013	-107.99
101-511.000-721.900	Small tool	IMPERIAL HARDWARE CO., INC. Ratchet Tie Down, Broom Buddy	23704	306954/2	03/22/2013	35.75
101-511.000-725.400	Fuel	MCNEECE BROS OIL COMPANY Fuel/Parks & Rec	23712	804871	02/28/2013	1,333.39
				Total Parks		3,701.29
Dept: Recreation & Lions Center						
101-521.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	1,538.04
101-521.000-720.100	Office sup	STAPLES ADVANTAGE Binders, Pens	23740	3194088669	03/02/2013	120.25
101-521.000-720.100	Office sup	STAPLES ADVANTAGE Pens	23740	3194088670	03/02/2013	4.08
101-521.000-720.300	Chemicals	BRENNTAG PACIFIC INC. Hypochlorite Solution (March)	23660	BPI287413	03/18/2013	2,264.57
101-521.000-720.300	Chemicals	BRENNTAG PACIFIC INC. Drum Return	23660	BPI174919	03/18/2013	-120.00
101-521.000-720.300	Chemicals	BRENNTAG PACIFIC INC. Drum Return	23660	BPI173046	02/15/2013	-40.00
101-521.000-720.300	Chemicals	IMPERIAL HARDWARE CO., INC. Lawn Food	23704	306366/2	03/18/2013	38.84
101-521.000-720.500	Electrical	REXEL Load Center, Slim GFCI	23731	801778262	03/05/2013	139.36
101-521.000-720.600	Plumbing s	WATER TECH Solenoid	23751	209107	03/08/2013	19.25
101-521.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Lawn Pro, Crab Grass	23704	306494/2	03/19/2013	45.05
101-521.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Air Filters	23704	306428/2	03/19/2013	104.73
101-521.000-725.300	Natural ga	SOUTHERN CALIFORNIA GAS CO. 189 525 2700 2 2/7-3/8	23739		03/12/2013	3,451.70
101-521.000-740.100	Repair & m	CANON SOLUTIONS AMERICA, INC Copier Maint March/Parks & Rec	23666	4008951428	03/01/2013	11.00
101-521.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	23746		03/25/2013	4.14
				Total Recreation & Lions Center		7,581.01
Dept: Recreation Leagues						
101-521.100-721.100	Uniforms	BSN SPORTS Basketball Uniforms	23662	95129565	01/22/2013	282.85
101-521.100-721.100	Uniforms	BSN SPORTS Basketball Uniforms	23662	95114759	01/14/2013	22.09
101-521.100-721.100	Uniforms	BSN SPORTS Basketball Uniforms	23662	95094378	01/02/2013	255.38
101-521.100-730.200	Technical	RAKHIM GRAY Basketball Scorekeeper 3/21	23691		03/23/2013	32.00
101-521.100-730.200	Technical	ROMAN RUBIO Basketball Scorekeeper 3/21	23734		03/22/2013	32.00
101-521.100-730.200	Technical	RUDY VALLARTA Basketball Referee 3/21	23748		03/22/2013	80.00

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Fund	Department	Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund								
Dept: Recreation Leagues								
								704.32
Total Recreation Leagues								704.32
Dept: Senior Citizens Center								
101-522.000-725.300			Natural ga	SOUTHERN CALIFORNIA GAS CO. 193 926 4200 5 2/11-3/12	23739		03/14/2013	45.67
								45.67
Total Senior Citizens Center								45.67
Dept: Library								
101-551.000-710.300			P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	1,863.56
101-551.000-750.200			Communicat	AT&T-CALNET 2 Telephone Services 8/12-3/11	23652		03/12/2013	109.30
101-551.000-750.210			Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	23746		03/25/2013	4.90
								1,977.66
Total Library								1,977.66
Dept: Library Grant - LAMBS								
101-551.100-710.300			P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	598.21
								598.21
Total Library Grant - LAMBS								598.21
								92,559.91
Fund Total								92,559.91
Fund: Gas Tax								
Dept: Street Maintenance & Improve.								
211-312.000-710.300			P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	1,283.48
211-312.000-720.300			Chemicals	ROCKWOOD CHEMICAL Herbicide Spray	23732	289468	03/01/2013	103.30
211-312.000-721.200			Other oper	PYRAMID CONSTRUCTION Tack Oil	23726	9669	01/21/2013	750.60
211-312.000-721.200			Other oper	PYRAMID CONSTRUCTION Tack Oil	23726	9668	01/21/2013	745.20
211-312.000-721.900			Small tool	MAIN STREET SIGNS Stop Signs	23710	16186	02/14/2013	971.19
								3,853.77
Total Street Maintenance & Improve.								3,853.77
								3,853.77
Fund Total								3,853.77
Fund: Measure D - Sales Tax								
Dept: Street Maintenance & Improve.								
215-312.000-710.300			P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	192.29
								192.29
Total Street Maintenance & Improve.								192.29
								192.29
Fund Total								192.29
Fund: Low & Moderate Income Housing								
Dept: Housing								
231-612.000-750.210			Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	23746		03/25/2013	12.68
								12.68
Total Housing								12.68
								12.68
Fund Total								12.68
Fund: Debt Service								
Dept: CRA Project Area No. 1								
301-611.000-750.890			AB 1484	IMPERIAL COUNTY AUDITOR RDA Allocation/AB 1484	23701		03/25/2013	156,395.00
301-611.000-750.890			AB 1484	IMPERIAL COUNTY AUDITOR RDA Allocation/AB 1484	23701		03/25/2013	122.06
								156,517.06
Total CRA Project Area No. 1								156,517.06
								156,517.06
Fund Total								156,517.06

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Fund	Department	Account	GL Number	Vendor Name	Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Successor Agency to the BCRA									
Dept: CRA Project Area No. 1									
		401-611.000-730.200	Technical	URBAN FUTURES INC.	RDA Implementation Feb 2013	23747	0313-007	03/05/2013	337.50
								Total CRA Project Area No. 1	337.50
								Fund Total	337.50
Fund: Water									
Dept:									
		501-000.000-205.200	Water depo	MIRIAM BARON	Refund Deposit 804 Evelyn Ave	23656		03/21/2013	199.18
		501-000.000-205.200	Water depo	JAMES BARROS	Refund Deposit 1259 Martin St	23657		03/20/2013	191.74
		501-000.000-205.200	Water depo	COMMUNITY VALLEY BANK	Refund Dep/OvPymt MESQ-001050	23669		03/18/2013	194.58
		501-000.000-205.200	Water depo	EMMA CARDENAS	Refund Deposit 640 N Palm Ave	23667		03/19/2013	189.86
		501-000.000-205.200	Water depo	PETER A. CRUZ	Refund Deposit 341 West J St	23671		03/19/2013	176.68
		501-000.000-205.200	Water depo	LINDA CALLENS	Refund Deposit 385 W Jones	23664		03/19/2013	119.47
		501-000.000-205.200	Water depo	SHANNON COOPER	Refund Deposit 429 W C Street	23670		03/19/2013	79.64
		501-000.000-205.200	Water depo	MARTIN CARPIO	Refund Deposit 1105-CADS	23668		03/20/2013	176.68
		501-000.000-205.200	Water depo	REY BENDANILLO DE LA CERNA	Refund Deposit 110 Mackenzie	23673		03/21/2013	174.86
		501-000.000-205.200	Water depo	MARTHA LORENA FUENTES	Refund Deposit 176 G Street	23687		03/21/2013	165.56
		501-000.000-205.200	Water depo	JESUS EDUARDO FELIX	Refund Deposit 345 N Palm Ave	23683		03/21/2013	200.10
		501-000.000-205.200	Water depo	IGNACIO B. FAUSTO	Refund Deposit 700 B Street	23681		03/22/2013	738.18
		501-000.000-205.200	Water depo	IGNACIO B. FAUSTO	Refund Deposit 724 B Street	23681		03/19/2013	216.10
		501-000.000-205.200	Water depo	BEATRICE FERNANDEZ	Refund Deposit 719 C Street	23685		03/21/2013	173.16
		501-000.000-205.200	Water depo	BRENDA GARCIA	Refund Deposit 935 Martin Pl	23688		03/19/2013	88.01
		501-000.000-205.200	Water depo	CHARLES HINKLE	Refund Deposit 1142 B Street	23696		03/21/2013	186.78
		501-000.000-205.200	Water depo	KASEY W. HAMMOND	Refund Deposit 691 S 3RD St	23694		03/21/2013	188.58
		501-000.000-205.200	Water depo	NANNETTE KNIFFIN	Refund Deposit 1060 Leonard St	23707		03/19/2013	187.39
		501-000.000-205.200	Water depo	RAJESH KUMAR	Refund Deposit 219 E Street	23708		03/18/2013	361.59
		501-000.000-205.200	Water depo	ROBERTO OCHOA MACIEL	Refund Deposit 724 B Street	23709		03/19/2013	338.66
		501-000.000-205.200	Water depo	SMITH KANDAL REAL ESTATE	Refund Dep/OvPymt 1014 Birch	23738		03/19/2013	194.58
		501-000.000-205.200	Water depo	GARRETT THILL	Refund Deposit 177 Appaloosa	23742		03/19/2013	133.41
								Total	4,674.79
Dept: Water Treatment									
		501-321.000-440.710	Water sale	BERENICE GUERRERO	Refund Over Payment 764 MAGN	23692		03/18/2013	40.20
		501-321.000-440.710	Water sale	SANDI HOSKINS	Refund Over Payment 1279 Ivy	23697		03/18/2013	99.02
		501-321.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT	03/05-03/18/2013 PERS	23725		03/27/2013	3,822.90
		501-321.000-720.300	Chemicals	HACH COMPANY, INC.	Chlorine Regents, Refill Vials	23693	8164579	02/20/2013	500.88
		501-321.000-720.600	Plumbing s	APPLIED INDUSTRIAL TECH., INC.	Couplings/Airport Tank Pumps	23650	84647843	02/21/2013	467.05
		501-321.000-720.600	Plumbing s	JIM O'MALLEY PLUMBING	Adapter, Unions	23717	83782	02/08/2013	21.70
		501-321.000-721.200	Other oper	WAL-MART STORES, INC. #01-1555	Cell Phone Cases-WTP On-Call	23750	07241	03/19/2013	10.76

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Fund: Water						
Dept: Water Treatment						
501-321.000-721.900	Small tool	BRAWLEY TRACTOR PARTS Truck Rack #107	23659	31925	03/13/2013	914.76
501-321.000-721.900	Small tool	ELMS EQUIPMENT Hand Held Blower	23678	1057699-0001	03/14/2013	155.37
501-321.000-721.900	Small tool	WATER TECH Station Controller	23751	209640	03/20/2013	121.66
501-321.000-740.100	Repair & m	IM&R, INC. Preventive Maint. Monorail	23700	I-PM1300010	02/11/2013	480.00
501-321.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	23746		03/25/2013	1.72
				Total Water Treatment		6,636.02
Dept: Water Distribution						
501-322.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	3,337.61
501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Meter	23695	6249758	02/26/2013	641.63
501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Meter	23695	6351626	03/14/2013	641.52
501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Repair Clamps	23695	6126697	02/05/2013	864.10
501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Ball Valves	23695	6186343	02/12/2013	159.37
501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Meter	23695	6249772	02/25/2013	641.63
501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Repair Clamps	23695	6126717	02/01/2013	908.21
501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Clamp, Valves	23695	6149481	02/01/2013	966.09
501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Clamps	23695	6126756	02/05/2013	998.79
501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Register	23695	5980004	01/23/2013	181.44
501-322.000-720.600	Plumbing s	JIM O'MALLEY PLUMBING PVC, Bushings	23717	83044	11/16/2012	29.60
501-322.000-720.600	Plumbing s	JIM O'MALLEY PLUMBING Bowl, Tank, Wax Ring	23717	83141	11/13/2012	210.19
501-322.000-720.600	Plumbing s	JIM O'MALLEY PLUMBING PVC Cutter, Glue, Cap	23717	83848	02/21/2013	51.67
501-322.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Starting Fluid, WD40	23704	306935//2	03/22/2013	9.99
501-322.000-721.200	Other oper	NORTHEM AUTOPARTS, INC. Bags Of Rags	23716	456470	01/28/2013	32.39
501-322.000-721.200	Other oper	NORTHEM AUTOPARTS, INC. Bags Of Rags	23716	456471	01/28/2013	32.39
501-322.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC Gloves	23728	309742-0002	01/28/2013	129.60
501-322.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC First Aid Restock	23728	311334-0002	03/11/2013	98.10
501-322.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC First Aid Kit Refill	23728	310847-0002	02/26/2013	47.91
501-322.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC Gloves	23728	309049-0002	01/08/2013	90.72
501-322.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC First Aid Refills	23728	308883-0002	01/04/2013	27.92
501-322.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC Jackets	23728	308859-0002	01/02/2013	127.45
501-322.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC Steel Toe Hip Boots	23728	309080-0002	01/23/2013	129.60
501-322.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC First Aid Kit, Hard Hat, Lens	23728	310369-0002	02/12/2013	329.46
501-322.000-721.900	Small tool	BRAWLEY TRACTOR PARTS Socket	23659	29476	12/28/2012	27.39
501-322.000-721.900	Small tool	BRAWLEY TRACTOR PARTS Ratchet, Socket	23659	29473	12/28/2012	107.90
501-322.000-721.900	Small tool	MSC INDUSTRIAL SUPPLY CO. INC. Pump	23715	92523063	03/11/2013	151.63
501-322.000-725.400	Fuel	MCWEECE BROS OIL COMPANY Fuel/#21	23712	172485	01/28/2013	63.60

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Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Water						
Dept: Water Distribution 501-322.000-725.400	Fuel	MCNEECE BROS OIL COMPANY Fuel/#104	23712	171487	01/03/2013	291.83
501-322.000-800.400	Equipment	FERGUSON ENTERPRISES, INC. Magnetic Meter	23684	0725463	02/07/2013	7,604.40
					Total Water Distribution	18,934.13
					Fund Total	30,244.94
Fund: Wastewater						
Dept: Wastewater Collection 511-331.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	885.77
511-331.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC Paint	23728	311116-0002	03/12/2013	298.08
511-331.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC Gloves	23728	311690-0002	03/27/2013	65.34
511-331.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC Gloves	23728	309555-0002	02/12/2013	155.52
511-331.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC Gloves	23728	310110-0002	02/06/2013	167.40
					Total Wastewater Collection	1,572.11
Dept: Wastewater treatment 511-332.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	2,420.31
511-332.000-721.200	Other oper	ATCO INTERNATIONAL Swipes	23653	I0369265	02/28/2013	229.90
511-332.000-721.200	Other oper	HUBER TECHNOLOGY, INC. Poly Bushing, Linkage Pin	23698	J1006814	02/18/2013	6,833.32
511-332.000-721.900	Small tool	WYMORE, INC. 32 Hex Bit	23753	1159774	03/11/2013	75.55
511-332.000-730.200	Technical	ALARM COMMUNICATION EXPERT Alarm Monitoring - WWTP	23644	07244	03/07/2013	90.00
511-332.000-740.100	Repair & m	EMPIRE SOUTHWEST LLC Repair Generator/WWTP	23680	EEWK0309495	12/06/2012	1,295.21
511-332.000-740.400	Rent	ELMS EQUIPMENT Skiploader Rental	23678	10566565-0001	01/10/2013	545.96
511-332.000-740.400	Rent	ELMS EQUIPMENT SkipLoader W/Scraper Rental	23678	1053019-0007	10/25/2012	1,188.47
					Total Wastewater treatment	12,678.72
					Fund Total	14,250.83
Fund: Solid Waste						
Dept: Solid Waste Collection 521-341.000-440.740	Solid wast	COMMUNITY VALLEY BANK Refund Dep/OvPymt MESQ-001050	23669		03/18/2013	3.72
521-341.000-440.740	Solid wast	SMITH KANDAL REAL ESTATE Refund Dep/OvPymt 1014 Birch	23738		03/19/2013	3.72
					Total Solid Waste Collection	7.44
					Fund Total	7.44
Fund: Maintenance						
Dept: Vehicle Maintenance Shop 601-801.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	959.03
601-801.000-720.200	Books and	GRAFFIK INDUSTRIES, INC. Decals/P.D.	23690	1409	03/08/2013	408.40
601-801.000-720.400	Automotive	AUTO ZONE, INC. #2804 Mount, Regulator #935 Graffiti	23654	2804727583	03/18/2013	113.26
601-801.000-720.400	Automotive	AUTO ZONE, INC. #2804 A/C Hose #935 Graffiti	23654	2804727587	03/18/2013	69.54
601-801.000-720.400	Automotive	HYDRAULICS & BEARING SUPPLY IN Seals #15 Sreets	23699	25167	03/19/2013	14.58
601-801.000-720.400	Automotive	HYDRAULICS & BEARING SUPPLY IN Seals #15 Streets	23699	25176	03/19/2013	9.83

INVOICE APPROVAL LIST BY FUND

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City of Brawley

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Maintenance						
Dept: Vehicle Maintenance Shop						
601-801.000-720.400	Automotive	NORTHEM AUTOPARTS, INC. Trailer Connector #64 Parks	23716	461837	03/19/2013	10.48
601-801.000-720.400	Automotive	NORTHEM AUTOPARTS, INC. Belt #209 Shop	23716	461877	03/19/2013	33.47
601-801.000-720.400	Automotive	NORTHEM AUTOPARTS, INC. Rail Kit #209 Shop	23716	461814	03/18/2013	42.58
601-801.000-720.400	Automotive	PETE'S AUTO PARTS A/C Valve Cores #909 P.D.	23722	17656	03/19/2013	10.26
601-801.000-720.400	Automotive	RDO EQUIPMENT CO. Valve Cover Gasket #15 Sts	23730	P51305	03/18/2013	24.46
601-801.000-720.400	Automotive	ROMAINE ELECTRIC CORP Alternators #209/Shop Stock	23733	12-020198	03/14/2013	918.95
601-801.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC Gloves/Shop	23728	311098-0002	03/05/2013	15.55
601-801.000-725.300	Natural ga	SOUTHERN CALIFORNIA GAS CO. 093 080 7894 9 2/1-3/1	23739		03/06/2013	243.46
601-801.000-725.400	Fuel	MCNEECE BROS OIL COMPANY Fuel/Rental Sweeper	23712	172048	01/16/2013	24.69
601-801.000-730.200	Technical	ALARM COMMUNICATION EXPERT Alarm Monitoring/Shop	23644	07251	03/07/2013	90.00
601-801.000-740.100	Repair & m	AIRWAVE COMMUNICATIONS ENT INC Replace Cable #907 P.D.	23643	425630	03/18/2013	288.89
601-801.000-740.100	Repair & m	DESERT AUTO PLAZA Repair Heater & Core #208 Sts	23675	820626	03/20/2013	1,603.85
				Total Vehicle Maintenance Shop		4,881.28
Dept: Grounds & Facility Maintenance						
601-802.000-740.100	Repair & m	PLUGGED IN ELECTRIC, INC. Repair Lights/P.W. Warehouse	23724	470	02/03/2013	995.00
601-802.000-740.100	Repair & m	PLUGGED IN ELECTRIC, INC. Repair Lights/Parking Lot	23724	471	02/03/2013	995.00
				Total Grounds & Facility Maintenance		1,990.00
				Fund Total		6,871.28
Fund: Risk Management						
Dept:						
602-000.000-200.034	Health ins	CA PUBLIC EMP. RETIREMENT SYST April 2013 Health Insurance	23663	100000013964618	03/15/2013	69,896.47
				Total		69,896.47
				Fund Total		69,896.47
Fund: Payroll Clearing						
Dept:						
802-000.000-200.008	Retirement	PUBLIC EMPLOYEES RETIREMENT 03/05-03/18/2013 PERS	23725		03/27/2013	10,826.84
				Total		10,826.84
				Fund Total		10,826.84
				Grand Total		385,571.01

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Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
23754	04/04/2013	Printed	A242	A T & T	Telephone Services 3/19-4/18	242.79
23755	04/04/2013	Printed	A218	AE CONSULTING, INC.	Airport Hangar Apron Rehab	6,500.00
23756	04/04/2013	Printed	A414	AIRWAVE COMMUNICATIONS ENT	Amplifer Horn/Ceiling Speakers	1,820.00
23757	04/04/2013	Void			Void Check	0.00
23758	04/04/2013	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	553.79
23759	04/04/2013	Printed	A134	ARAMARK UNIFORM SERVICES, INC.	Uniforms/Julian Jimenez	690.92
23760	04/04/2013	Printed	A785	AT&T	U/Verse Internet 2/24-3/23	40.00
23761	04/04/2013	Printed	A461	AT&T-CALNET 2	Telephone Services 2/20-3/19	3,654.90
23762	04/04/2013	Printed	A592	AUTO ZONE, INC. #2804	Maxi Fuse #909 P.D.	424.32
23763	04/04/2013	Printed	A277	AVAYA INC.	Equipment Maint. 3/2-4/1 P.W.	375.41
23764	04/04/2013	Printed	B731	BORG EQUIPMENT & SUPPLY CO. IN	Plastic Inserts/Shop	42.60
23765	04/04/2013	Printed	B269	BRAWLEY TRACTOR PARTS	Hydraulic Filter #92 Parks	64.36
23766	04/04/2013	Printed	B747	BRENNTAG PACIFIC INC.	Sodium Hypochlorite	3,410.07
23767	04/04/2013	Printed	D209	BURKE, WILLIAMS & SORENSEN,LLP	Labor Relation Services	1,111.50
23768	04/04/2013	Printed	C969	CALIFORNIA DIESEL COMPLIANCE	Smoke Opacity Test	165.00
23769	04/04/2013	Printed	C018	TINA CARROLL	Refund Deposit 149 W K St	131.96
23770	04/04/2013	Printed	C327	CERTIFIED LABORATORIES DIV.	Hand Cleaner/Shop	553.85
23771	04/04/2013	Printed	W992	CHRISTY WHITE ACCOUNTANCY	2011-12 Annual Audit	41,437.50
23772	04/04/2013	Printed	D144	DANIELS TIRE SERVICE	Tires #206 Animal Control	711.33
23773	04/04/2013	Printed	D402	DAPPER TIRE CO., INC.	Tires #935 P.D.	428.03
23774	04/04/2013	Printed	D103	DELTA DENTAL	Dental Insurance April 2013	9,233.09
23775	04/04/2013	Printed	D997	DEPARTMENT OF PUBLIC HEALTH	Water System Fees 1310001	6,123.60
23776	04/04/2013	Printed	D816	DYNAMIC CONSULTING ENGINEER	Topographical Survey & Mapping	1,480.00
23777	04/04/2013	Printed	E145	ELMS EQUIPMENT	Over Payment Of Invoice	47.12
23778	04/04/2013	Printed	E311	MASON ETTINGER	Refund Deposit 1067 Pater	139.40
23779	04/04/2013	Printed	F105	FEDERAL EXPRESS CORP.	Mailings - City Clerk	67.61
23780	04/04/2013	Printed	F437	RAUL FLORES	Refund OverPymt 863 CHAC	68.44
23781	04/04/2013	Printed	F409	FULLCOURT PRESS	Envelopes	2,231.84
23782	04/04/2013	Printed	G127	NIRAJ GANDHI	Refund Deposit 1063 Pine Ct	135.49
23783	04/04/2013	Printed	G574	DIANA & ROBERT GITZ	Refund Deposit 287 Allen St	123.24
23784	04/04/2013	Printed	G731	RAKHIM GRAY	Basketball Scorekeeper 3/29	32.00
23785	04/04/2013	Printed	H119	HAAKER EQUIPMENT CO., INC.	Blower Bearing #15 Streets	3,346.58
23786	04/04/2013	Printed	H646	HAZARD CONSTRUCTION CO. INC	Cattle Call Phase II-2012-15	300,255.67
23787	04/04/2013	Printed	H158	HD SUPPLY WATERWORKS, LTD.	Polymer Lid	2,735.60
23788	04/04/2013	Printed	H089	SANDI HOSKINS	Refund OverPymt 1279 Ivy St	61.38
23789	04/04/2013	Printed	H191	HOWARD ANIMAL HOSPITAL	Vet Services	447.40
23790	04/04/2013	Void			Void Check	0.00
23791	04/04/2013	Void			Void Check	0.00
23792	04/04/2013	Void			Void Check	0.00
23793	04/04/2013	Printed	I301	IMPERIAL HARDWARE CO., INC.	Return Lag Bolt	993.82
23794	04/04/2013	Printed	I443	IMPERIAL PRINTERS	Business Cards/S. Limon	46.00
23795	04/04/2013	Printed	I218	INTERSTATE BATTERY	Battery/Shop Stock	94.12
23796	04/04/2013	Printed	J037	JAMAR TECHNOLOGIES, INC.	OBD Sensor #213 Engineering	494.37
23797	04/04/2013	Printed	P360	JARED PREECE OVERHEAD DOOR	Repair Door/Storage Room	429.58
23798	04/04/2013	Printed	K731	KEARNY PEARSON FORD, LLC.	Wire Assembly #909 P.D.	682.16
23799	04/04/2013	Printed	K516	KEMIRA WATER SOLUTIONS, INC	Ferric Sulfate Solution	5,382.40
23800	04/04/2013	Printed	L202	LEAGUE OF CA CITIES-IMPERIA	League Dinner 2/28/13	198.00
23801	04/04/2013	Printed	M714	MANPOWER	Temp Services Thru 3/24/13	2,337.36
23802	04/04/2013	Printed	M004	MCNEECE BROS OIL COMPANY	Gas Can, Funnels	797.57
23803	04/04/2013	Printed	M765	GEOR MITCHELL BUILDERS, INC.	Board Up Mona's Restaurant	398.00
23804	04/04/2013	Printed	M804	MYLO JANITORIAL	Cleaning Services-Feb 2013	5,675.87

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Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
23805	04/04/2013	Printed	N045	NORTHEND AUTOPARTS, INC.	Front Brakes #206 AC	121.18
23806	04/04/2013	Printed	0567	JIM O'MALLEY PLUMBING	Red Hot Glue	66.40
23807	04/04/2013	Printed	O233	O'REILLY AUTO PARTS	Window Regulator #935 P.D.	38.87
23808	04/04/2013	Printed	O720	HERIBERTO OCEJO	Refund Deposit 329 B Street	144.88
23809	04/04/2013	Printed	O125	OFFICE SUPPLY CO.	Binders, File Folders	597.45
23810	04/04/2013	Printed	O421	ONE SOURCE DISTRIBUTORS, IN	Lamps	62.31
23811	04/04/2013	Printed	O901	ORANGE COMMERCIAL CREDIT	Carbon Analysis	4,072.00
23812	04/04/2013	Printed	P167	PETE'S AUTO PARTS	A/C Hose #45 Parks	72.78
23813	04/04/2013	Printed	P255	PITNEY BOWES PURCHASE POWER	Postage - Police Dept.	315.00
23814	04/04/2013	Printed	P988	PLUGGED IN ELECTRIC, INC.	Repair Lights/Auto Shop Bldg	995.00
23815	04/04/2013	Printed	P903	PRINCIPAL FINANCIAL GROUP	Life Insurance April 2013	3,844.60
23816	04/04/2013	Printed	P451	PRINTING SYSTEMS, INC.	Business License Envelopes	335.00
23817	04/04/2013	Printed	R651	R.J. SAFETY SUPPLY CO., INC	Fire Extinguisher, Signs	275.83
23818	04/04/2013	Printed	U551	RAILROAD MGT. CO. LLC	30" Sanitary Sewer Pipeline	476.32
23819	04/04/2013	Printed	R852	ROMAN RUBIO	Basketball Scorekeeper 3/29	32.00
23820	04/04/2013	Printed	S760	SPECTRUM	Video Tape Council Mtg 3/5/13	400.00
23821	04/04/2013	Printed	S750	STAPLES, INC	Stapler, Staples, Pens, Files	236.31
23822	04/04/2013	Printed	S712	STIFF EQUIPMENT INC.	Flush Nozzle/Shop Welder	43.44
23823	04/04/2013	Printed	T808	TIME WARNER CABLE	Internet 8448 42 002 0055391	139.90
23824	04/04/2013	Printed	U790	U.S. BANK CORPORATE	Credit Card Charges/M. Miranda	307.01
23825	04/04/2013	Printed	U156	UNITED ROTARY BRUSH CORP.	Gutter Broom #15,#16 Sweepers	295.71
23826	04/04/2013	Printed	U901	UNITED STATES POSTAL SERVIC	City Hall Postage Refill	556.29
23827	04/04/2013	Printed	U435	UPBEAT, INC.	Plastic Receptacles	2,420.06
23828	04/04/2013	Printed	V956	RUDY VALLARTA	Basketball Referee 3/29	80.00
23829	04/04/2013	Printed	V079	VERIZON WIRELESS SERVICES L	3 I-Pads, Plan/Fire Dept	3,344.91
23830	04/04/2013	Printed	V452	VISION SERVICE PLAN (CA), I	April Vision Insurance	2,563.54
23831	04/04/2013	Printed	W233	WAGE WORKS	Flex One Service Jan. 2013	50.00
23832	04/04/2013	Printed	W221	WAL-MART STORES, INC. #01-1555	Refreshments/Training	53.43
23833	04/04/2013	Printed	W833	WATER TECH	Pressure Gauge	77.69
23834	04/04/2013	Printed	W299	WE-DO EQUIP. REPAIR & SUPPLY I	Drum Platforms	1,765.79
23835	04/04/2013	Printed	W250	WESTAIR GASES & EQUIPMENT INC	Oxygen Cylinder Rental	45.95
23836	04/04/2013	Printed	W551	WESTERN GROWERS INSURANCE	Safety & Loss Control	529.00
23837	04/04/2013	Printed	W450	WYMORE, INC.	Repair Stepscreen Arm	1,206.25

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Checks Total (excluding void checks):

431,980.94



City of Brawley

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: City Council						
101-111.000-730.200	Technical	SPECTRUM	23820		03/18/2013	400.00
		Video Tape Council Mtg 3/5/13		11064		
101-111.000-750.400	Travel	LEAGUE OF CA CITIES-IMPERIA	23800		02/28/2013	176.00
		League Dinner 2/28/13		1635		
101-111.000-750.400	Travel	U.S. BANK CORPORATE	23824		03/22/2013	53.95
		Credit Card Charges/M. Miranda				
101-111.000-750.400	Travel	U.S. BANK CORPORATE	23824		03/22/2013	253.06
		Credit Card Charges/D Campbell				
		Total City Council				883.01
Dept: City Clerk						
101-112.000-750.210	Postage	FEDERAL EXPRESS CORP.	23779		03/29/2013	61.77
		Mailings - City Clerk		2-223-66510		
101-112.000-750.210	Postage	FEDERAL EXPRESS CORP.	23779		03/22/2013	5.84
		Mailings - City Clerk		2-216-23012		
101-112.000-750.210	Postage	UNITED STATES POSTAL SERVIC	23826		04/03/2013	0.66
		City Hall Postage Refill				
		Total City Clerk				68.27
Dept: City Manager						
101-131.000-750.400	Travel	LEAGUE OF CA CITIES-IMPERIA	23800		02/28/2013	22.00
		League Dinner 2/28/13		1635		
		Total City Manager				22.00
Dept: Finance						
101-151.000-720.100	Office sup	OFFICE SUPPLY CO.	23809		03/29/2013	119.44
		Copy Paper, Pens, Clips, Toner		463117-0		
101-151.000-720.100	Office sup	OFFICE SUPPLY CO.	23809		04/01/2013	4.81
		Business Card Holder		463117-1		
101-151.000-720.100	Office sup	IMPERIAL PRINTERS	23794		03/22/2013	46.00
		Business Cards/S. Limon		70662		
101-151.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC.	23793		03/28/2013	26.99
		Fill Valve, Toilet Repair Kit		307800/2		
101-151.000-730.100	Profession	CHRISTY WHITE ACCOUNTANCY CORP	23771		03/18/2013	10,000.00
		2011-12 Annual Audit		10719		
101-151.000-750.200	Communicat	AT&T-CALNET 2	23761		03/20/2013	59.40
		Telephone Services 2/20-3/19				
		Total Finance				10,256.64
Dept: Utility Billing						
101-152.000-720.100	Office sup	FULLCOURT PRESS	23781		03/26/2013	1,140.22
		Utility Bills		25342		
101-152.000-720.100	Office sup	FULLCOURT PRESS	23781		03/22/2013	1,091.62
		Envelopes		25334		
101-152.000-720.100	Office sup	PRINTING SYSTEMS, INC.	23816		03/25/2013	182.87
		Business Licenses		79774		
101-152.000-720.100	Office sup	PRINTING SYSTEMS, INC.	23816		03/25/2013	152.13
		Business License Envelopes		79775		
101-152.000-750.210	Postage	UNITED STATES POSTAL SERVIC	23826		04/03/2013	504.68
		City Hall Postage Refill				
		Total Utility Billing				3,071.52
Dept: Personnel						
101-153.000-721.110	Food and g	WAL-MART STORES, INC. #01-1555	23832		03/28/2013	53.43
		Refreshments/Training				
101-153.000-730.100	Profession	BURKE, WILLIAMS & SORENSEN,LLP	23767		03/11/2013	1,111.50
		Labor Relation Services		164466		
101-153.000-730.200	Technical	WAGE WORKS	23831		03/20/2013	50.00
		Flex One Service Jan. 2013		125AI0227745		
101-153.000-750.210	Postage	UNITED STATES POSTAL SERVIC	23826		04/03/2013	8.82
		City Hall Postage Refill				
		Total Personnel				1,223.75
Dept: Planning						
101-171.000-720.100	Office sup	OFFICE SUPPLY CO.	23809		03/20/2013	34.47
		Tape, Pads, Reinforcements		462800-0		
101-171.000-750.200	Communicat	AT&T-CALNET 2	23761		03/20/2013	141.11
		Telephone Services 2/20-3/19				
101-171.000-750.210	Postage	UNITED STATES POSTAL SERVIC	23826		04/03/2013	15.17
		City Hall Postage Refill				

City of Brawley

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund Dept: Planning						
Total Planning						190.75
Dept: Non-departmental 101-191.000-720.100	Office sup	OFFICE SUPPLY CO. Copy Paper, Ink Cartridges	23809	462750-0	03/18/2013	144.82
101-191.000-720.100	Office sup	OFFICE SUPPLY CO. Return Tape-Seal	23809	C462750-0	03/22/2013	-10.04
101-191.000-720.100	Office sup	OFFICE SUPPLY CO. Dispenser Tape	23809	462802-0	03/20/2013	22.31
101-191.000-720.100	Office sup	OFFICE SUPPLY CO. Copy Paper, Pens, Clips, Toner	23809	463117-0	03/29/2013	207.30
101-191.000-720.100	Office sup	OFFICE SUPPLY CO. Rubber Bands, Folders, Tabs	23809	463025-0	03/27/2013	35.04
101-191.000-720.100	Office sup	OFFICE SUPPLY CO. Binders, File Folders	23809	463085-0	03/27/2013	39.30
101-191.000-730.100	Profession	CHRISTY WHITE ACCOUNTANCY CORP 2011-12 Annual Audit	23771	10719	03/18/2013	31,437.50
101-191.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	23758	LYUM714669	03/22/2013	15.00
101-191.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	23758	LYUM714662	03/22/2013	12.70
101-191.000-740.200	Cleaning s	MYLO JANITORIAL Cleaning Services-Feb 2013	23804	5066963	03/04/2013	273.51
101-191.000-740.200	Cleaning s	MYLO JANITORIAL Cleaning Services-Feb 2013	23804	5066963	03/04/2013	64.76
101-191.000-740.200	Cleaning s	MYLO JANITORIAL Cleaning Services-Feb 2013	23804	5066963	03/04/2013	245.32
101-191.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 2/20-3/19	23761	5066963	03/20/2013	323.12
Total Non-departmental						32,810.64
Dept: Police Protection 101-211.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Marking Paint	23793	307703/2	03/27/2013	31.16
101-211.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Gate Hasp, Padlock, Bolts	23793	307526/2	03/26/2013	36.94
101-211.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Flat Head Screws	23793	307551/2	03/26/2013	7.53
101-211.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Return Lag Bolt	23793	307550/2	03/26/2013	-1.44
101-211.000-721.900	Small tool	IMPERIAL HARDWARE CO., INC. Hand Truck	23793	307368/2	03/25/2013	53.99
101-211.000-740.100	Repair & m	IMPERIAL HARDWARE CO., INC. Keys	23793	307709/2	03/27/2013	11.64
101-211.000-740.100	Repair & m	IMPERIAL HARDWARE CO., INC. Silicone Calk	23793	307714/2	03/27/2013	7.55
101-211.000-740.100	Repair & m	IMPERIAL HARDWARE CO., INC. Masonry Bit	23793	307620/2	03/27/2013	1.79
101-211.000-740.100	Repair & m	IMPERIAL HARDWARE CO., INC. Return Masonary Bit	23793	307619/2	03/27/2013	-2.05
101-211.000-740.200	Cleaning s	MYLO JANITORIAL Cleaning Services-Feb 2013	23804	5066963	03/04/2013	2,813.40
101-211.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 2/20-3/19	23761	5066963	03/20/2013	1,371.79
101-211.000-750.200	Communicat	VERIZON WIRELESS SERVICES L MDC Connection To Network	23829	9701616333	03/15/2013	732.39
101-211.000-750.200	Communicat	VERIZON WIRELESS SERVICES L Cameras Network Access	23829	9701616335	03/15/2013	190.05
101-211.000-750.210	Postage	PITNEY BOWES PURCHASE POWER Postage - Police Dept.	23813		03/17/2013	315.00
Total Police Protection						5,569.74
Dept: Graffiti Abatement 101-211.300-730.200	Technical	MANPOWER Temp Services Thru 3/17/13	23801	25360828	03/17/2013	631.20
101-211.300-730.200	Technical	MANPOWER Temp Services Thru 3/24/13	23801	25386194	03/24/2013	631.20
Total Graffiti Abatement						1,262.40
Dept: Fire Department						

City of Brawley

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Fire Department						
101-221.000-721.900	Small tool	AIRWAVE COMMUNICATIONS ENT INC Amplifer Horn/Ceiling Speakers	23756	425700	03/27/2013	1,820.00
101-221.000-721.900	Small tool	VERIZON WIRELESS SERVICES L 3 I-Pads, Plan/Fire Dept	23829	9701616333	03/15/2013	2,374.14
101-221.000-730.200	Technical	CALIFORNIA DIESEL COMPLIANCE Smoke Opacity Test	23768	7364	02/27/2013	165.00
101-221.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 2/20-3/19	23761		03/20/2013	210.32
101-221.000-750.200	Communicat	VERIZON WIRELESS SERVICES L 3 I-Pads, Plan/Fire Dept	23829	9701616333	03/15/2013	48.33
101-221.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	23826		04/03/2013	2.12
Total Fire Department						4,619.91
Dept: Fire Station #2						
101-221.100-750.200	Communicat	A T & T Telephone Services 3/19-4/18	23754		03/19/2013	242.79
101-221.100-750.200	Communicat	AT&T U/Verse Internet 2/24-3/23	23760		03/23/2013	40.00
Total Fire Station #2						282.79
Dept: Building Inspection						
101-231.000-730.200	Technical	GEOR MITCHELL BUILDERS, INC. Board Up Mona's Restaurant	23803	6159	03/25/2013	398.00
101-231.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 2/20-3/19	23761		03/20/2013	92.32
101-231.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	23826		04/03/2013	16.36
Total Building Inspection						506.68
Dept: Animal Control						
101-241.000-730.200	Technical	HOWARD ANIMAL HOSPITAL Vet Services	23789	212526	03/19/2013	236.40
101-241.000-730.200	Technical	HOWARD ANIMAL HOSPITAL Vet Services	23789	212206	02/25/2013	211.00
101-241.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Uniform Cleaning Services	23758	LYUM717825	04/01/2013	6.56
Total Animal Control						453.96
Dept: Engineering						
101-311.000-720.100	Office sup	STAPLES, INC Stapler, Staples, Pens, Files	23821	3058847001	03/05/2013	128.33
101-311.000-721.900	Small tool	STAPLES, INC Stapler, Staples, Pens, Files	23821	3058847001	03/05/2013	43.19
101-311.000-730.200	Technical	DYNAMIC CONSULTING ENGINEER Topographical Survey & Mapping	23776	271813.01	03/15/2013	1,480.00
101-311.000-730.200	Technical	MANPOWER Temp Services Thru 3/17/13	23801	25360830	03/17/2013	597.20
101-311.000-730.200	Technical	MANPOWER Temp Services Thru 3/24/13	23801	25386196	03/24/2013	477.76
101-311.000-740.100	Repair & m	AVAYA INC. Equipment Maint. 3/2-4/1 P.W.	23763	2732467382	03/22/2013	93.86
101-311.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	23758	LYUM710057	03/11/2013	26.02
101-311.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	23758	LYUM707483	03/04/2013	26.02
101-311.000-740.200	Cleaning s	MYLO JANITORIAL Cleaning Services-Feb 2013	23804	5066963	03/04/2013	540.00
101-311.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 2/20-3/19	23761		03/20/2013	426.26
101-311.000-750.200	Communicat	TIME WARNER CABLE Internet 8448 42 002 0055391	23823		03/28/2013	139.90
101-311.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	23826		04/03/2013	1.12
Total Engineering						3,979.66
Dept: Community Development						
101-411.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 2/20-3/19	23761		03/20/2013	92.32

City of Brawley

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund Dept: Community Development						
Total Community Development						92.32
Dept: Parks 101-511.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Heavy Duty Tri Tape	23793	307289/2	03/25/2013	3.50
101-511.000-725.400	Fuel	MCNEECE BROS OIL COMPANY Fuel/Parks & Rec	23802	174994	03/25/2013	36.07
Total Parks						39.57
Dept: Recreation & Lions Center						
101-521.000-721.900	Small tool	STAPLES, INC Chair	23821	1385924001	01/16/2013	64.79
101-521.000-740.100	Repair & m	JARED PREECE OVERHEAD DOOR Repair Door/Storage Room	23797	1129456	01/28/2013	429.58
101-521.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	23759	LYUM715159	03/25/2013	32.52
101-521.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 2/20-3/19	23761		03/20/2013	353.95
101-521.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	23826		04/03/2013	6.44
Total Recreation & Lions Center						887.28
Dept: Recreation Leagues						
101-521.100-730.200	Technical	RAKHIM GRAY Basketball Scorekeeper 3/29	23784		03/29/2013	32.00
101-521.100-730.200	Technical	ROMAN RUBIO Basketball Scorekeeper 3/29	23819		03/29/2013	32.00
101-521.100-730.200	Technical	RUDY VALLARTA Basketball Referee 3/29	23828		03/29/2013	80.00
Total Recreation Leagues						144.00
Dept: Senior Citizens Center						
101-522.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 2/20-3/19	23761		03/20/2013	85.50
Total Senior Citizens Center						85.50
Dept: Library						
101-551.000-740.200	Cleaning s	MYLO JANITORIAL Cleaning Services-Feb 2013	23804	5066963	03/04/2013	1,138.88
101-551.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 2/20-3/19	23761		03/20/2013	71.24
101-551.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	23826		04/03/2013	0.92
Total Library						1,211.04
Fund Total						67,661.43
Fund: Gas Tax						
Dept: Street Maintenance & Improve.						
211-312.000-721.100	Uniforms	ARAMARK UNIFORM SERVICES, INC. Uniforms/Julian Jimenez	23759	15175270	01/19/2013	360.14
211-312.000-721.100	Uniforms	ARAMARK UNIFORM SERVICES, INC. Uniforms/Julian Jimenez	23759	15244629	03/14/2013	256.26
211-312.000-721.100	Uniforms	ARAMARK UNIFORM SERVICES, INC. Uniforms/Julian Jimenez	23759	15232255	03/05/2013	74.52
211-312.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Spray Paint, Marks A Lot	23793	261689/2	03/08/2012	18.07
211-312.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Strainer, Pad Holder	23793	263374/2	03/22/2012	10.70
211-312.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Staple Gun, Staples, Shovel	23793	260801/2	02/29/2012	27.58
211-312.000-721.900	Small tool	IMPERIAL HARDWARE CO., INC. Staple Gun, Staples, Shovel	23793	260801/2	02/29/2012	65.73
211-312.000-721.900	Small tool	UPBEAT, INC. Plastic Receptacles	23827	526885	03/06/2013	2,420.06
Total Street Maintenance & Improve.						3,233.06

INVOICE APPROVAL LIST BY FUND

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City of Brawley

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Gas Tax:						Fund Total 3,233.06
Fund: Capital Projects - Streets						
Dept: 421-000.000-201.750	Retention	HAZARD CONSTRUCTION CO. INC Cattle Call Phase II-2012-15	23786	15585	03/31/2013	-15,802.93
						Total -15,802.93
Dept: Cattle Call Improvements 421-312.221-800.300	Improvement	HAZARD CONSTRUCTION CO. INC Cattle Call Phase II-2012-15	23786	15585	03/31/2013	316,058.60
						Total Cattle Call Improvements 316,058.60
						Fund Total 300,255.67
Fund: Water						
Dept: 501-000.000-205.200	Water depo	TINA CARROLL Refund Deposit 149 W K St	23769		03/29/2013	131.96
501-000.000-205.200	Water depo	MASON ETTINGER Refund Deposit 1067 Pater	23778		03/29/2013	139.40
501-000.000-205.200	Water depo	DIANA & ROBERT GITZ Refund Deposit 287 Allen St	23783		03/29/2013	123.24
501-000.000-205.200	Water depo	NIRAJ GANDHI Refund Deposit 1063 Pine Ct	23782		03/25/2013	135.49
501-000.000-205.200	Water depo	HERIBERTO OCEJO Refund Deposit 329 B Street	23808		03/28/2013	144.88
						Total 674.97
Dept: Water Treatment 501-321.000-440.710	Water sale	RAUL FLORES Refund OverPymt 863 CHAC	23780		03/26/2013	68.44
501-321.000-440.710	Water sale	SANDI HOSKINS Refund OverPymt 1279 Ivy St	23789	15585	03/26/2013	61.38
501-321.000-720.300	Chemicals	BRENNTAG PACIFIC INC. Sodium Hypochlorite	23766	BPI280998	02/20/2013	3,410.07
501-321.000-720.300	Chemicals	KEMIRA WATER SOLUTIONS, INC Ferric Sulfate Solution	23799	9017323837	03/11/2013	5,382.40
501-321.000-720.600	Plumbing s	IMPERIAL HARDWARE CO., INC. PVC Fittings, Pipe, Couplings	23793	305680/2	03/13/2013	12.97
501-321.000-720.600	Plumbing s	WATER TECH Solenoid, Valve Adapter	23833	209780	03/22/2013	21.90
501-321.000-720.600	Plumbing s	WATER TECH Sprinklers	23833	209859	03/26/2013	34.61
501-321.000-721.200	Other oper	CERTIFIED LABORATORIES DIV. Lubricant, Hand Wipes	23770	1018871	02/26/2013	411.11
501-321.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Snap Kit Refill	23793	305694/2	03/13/2013	5.82
501-321.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Knife, Tape, Cable Tie	23793	305822/2	03/14/2013	37.69
501-321.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Spray Bottles, Tape, Glue	23793	306451/2	03/19/2013	28.08
501-321.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC Respirators	23817	310897-0002	02/28/2013	77.76
501-321.000-721.900	Small tool	IMPERIAL HARDWARE CO., INC. Aluminum Scoop, Push Broom	23793	306644/2	03/20/2013	77.36
501-321.000-721.900	Small tool	WATER TECH Pressure Gauge	23833	208729	03/01/2013	13.18
501-321.000-730.200	Technical	ORANGE COMMERCIAL CREDIT Microbiology Analysis	23811	5953	03/18/2013	1,427.00
501-321.000-740.100	Repair & m	AVAYA INC. Equipment Maint. 3/2-4/1 P.W.	23763	2732467382	03/22/2013	93.85
501-321.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	23758	LYUM709524	03/08/2013	52.77
501-321.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	23758	LYUM714655	03/22/2013	52.77
501-321.000-740.200	Cleaning s	MYLO JANITORIAL Cleaning Services-Feb 2013	23804	5066963	03/04/2013	300.00

City of Brawley

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Water						
Dept: Water Treatment 501-321.000-750.200	Communicat	AT&T-CALNET 2	23761		03/20/2013	215.35
501-321.000-750.210	Postage	Telephone Services 2/20-3/19 WATER TECH	23833	209817	03/25/2013	8.00
501-321.000-750.500	Training	Shipping Charge WESTERN GROWERS INSURANCE SVCS	23836	100005505	03/19/2013	264.50
501-321.000-750.650	Taxes, Fee	Safety & Loss Control DEPARTMENT OF PUBLIC HEALTH Water System Fees 1310001	23775	1350070	03/21/2013	6,123.60
						18,180.61
Total Water Treatment						
Dept: Water Distribution 501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Break Off Check Risers	23787	6033177	01/17/2013	1,083.82
501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Clamps	23787	6000659	01/17/2013	997.81
501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Couplings	23787	6000630	01/17/2013	632.61
501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Polymer Lid	23787	6321827	03/12/2013	21.36
501-322.000-720.600	Plumbing s	JIM O'MALLEY PLUMBING Nipples, Nozzel	23806	83178	11/21/2012	46.83
501-322.000-720.600	Plumbing s	JIM O'MALLEY PLUMBING Red Hot Glue	23806	83306	11/30/2012	19.57
501-322.000-720.700	Constructi	IMPERIAL HARDWARE CO., INC. Power Hammer, Pins, Studs	23793	295699/2	12/13/2012	24.63
501-322.000-720.700	Constructi	IMPERIAL HARDWARE CO., INC. Stud, Sinker, Sleeve, Anchors	23793	293414/2	11/27/2012	2.58
501-322.000-720.700	Constructi	IMPERIAL HARDWARE CO., INC. Concrete Mix	23793	263237/2	03/21/2012	135.39
501-322.000-720.700	Constructi	IMPERIAL HARDWARE CO., INC. Stakes, Studs	23793	266430/2	04/17/2012	26.55
501-322.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Power Hammer, Pins, Studs	23793	295699/2	12/13/2012	18.99
501-322.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Stud, Sinker, Sleeve, Anchors	23793	293414/2	11/27/2012	14.63
501-322.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Pail, Lids	23793	262153/2	03/12/2012	32.37
501-322.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Duct Tape	23793	263313/2	03/21/2012	25.47
501-322.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Shovel	23793	264837/2	04/03/2012	28.21
501-322.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Accelerator, Mortar Mix	23793	254420/2	01/04/2012	13.53
501-322.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Demolition Blade	23793	254458/2	01/04/2012	9.14
501-322.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Batteries	23793	256107/2	01/19/2012	127.60
501-322.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Outlet Surge, Wall Tap	23793	267004/2	04/20/2012	15.35
501-322.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Masonry Bit, Anchor	23793	263405/2	03/20/2012	12.89
501-322.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Concrete Mix	23793	263119/2	03/20/2012	7.74
501-322.000-721.200	Other oper	MCNEECE BROS OIL COMPANY Cool Cushion	23802	173434	02/19/2013	46.25
501-322.000-721.200	Other oper	MCNEECE BROS OIL COMPANY Gas Can, Funnels	23802	173466	02/19/2013	63.98
501-322.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC Gloves	23817	311776-0002	03/22/2013	64.80
501-322.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC Fire Extinguisher, Signs	23817	310575-0002	02/19/2013	54.97
501-322.000-721.200	Other oper	WE-DO EQUIP. REPAIR & SUPPLY I Pump Repair Kit	23834	W073758	03/09/2013	810.00
501-322.000-721.200	Other oper	WE-DO EQUIP. REPAIR & SUPPLY I Drum Platforms	23834	W073092	02/28/2013	955.79
501-322.000-721.900	Small tool	IMPERIAL HARDWARE CO., INC. Power Hammer, Pins, Studs	23793	295699/2	12/13/2012	23.15
501-322.000-721.900	Small tool	R.J. SAFETY SUPPLY CO., INC Fire Extinguisher, Signs	23817	310575-0002	02/19/2013	78.30

City of Brawley

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: Water								
Dept: Water Distribution								
		501-322.000-725.400	Fuel	MCNEECE BROS OIL COMPANY Diesel Fuel/Public Works	23802	173650	02/22/2013	80.34
		501-322.000-725.400	Fuel	MCNEECE BROS OIL COMPANY Diesel Fuel/Public Works	23802	172941	02/07/2013	66.41
		501-322.000-725.400	Fuel	MCNEECE BROS OIL COMPANY Diesel Fuel/Public Works	23802	173915	02/28/2013	112.47
		501-322.000-725.400	Fuel	MCNEECE BROS OIL COMPANY Diesel Fuel/Public Works	23802	173871	02/27/2013	128.95
		501-322.000-725.400	Fuel	MCNEECE BROS OIL COMPANY Diesel Fuel/Public Works	23802	173748	02/25/2013	130.55
		501-322.000-725.400	Fuel	MCNEECE BROS OIL COMPANY Diesel Fuel/Public Works	23802	173804	02/26/2013	132.55
		501-322.000-740.100	Repair & m	PLUGGED IN ELECTRIC, INC. Repair Lights/Auto Shop Bldg	23814	481	02/04/2013	995.00
		501-322.000-740.100	Repair & m	AVAYA INC. Equipment Maint. 3/2-4/1 P.W.	23763	2732467382	03/22/2013	93.85
		501-322.000-740.400	Rent	RAILROAD MGT. CO. LLC 30" Sanitary Sewer Pipeline	23818	295513	03/27/2013	476.32
		501-322.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 2/20-3/19	23761		03/20/2013	66.79
		501-322.000-750.500	Training	WESTERN GROWERS INSURANCE SVCS Safety & Loss Control	23836	100005505	03/19/2013	264.50
Total Water Distribution								7,942.04
Fund Total								26,797.62
Fund: Wastewater								
Dept: Wastewater Collection								
		511-331.000-721.900	Small tool	HAAKER EQUIPMENT CO., INC. Jet For Soil Surg	23785	C92669	02/15/2013	597.20
		511-331.000-721.900	Small tool	HAAKER EQUIPMENT CO., INC. Pole Set, Scoopa, Jet	23785	C93566	02/19/2013	999.00
		511-331.000-721.900	Small tool	HAAKER EQUIPMENT CO., INC. Vac Tube, Manhole Hooks, Skid	23785	C91246	02/19/2013	999.00
		511-331.000-740.100	Repair & m	AVAYA INC. Equipment Maint. 3/2-4/1 P.W.	23763	2732467382	03/22/2013	93.85
		511-331.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 2/20-3/19	23761		03/20/2013	32.26
Total Wastewater Collection								2,721.31
Dept: Wastewater treatment								
		511-332.000-720.500	Electrical	AUTO ZONE, INC. #2804 Battery	23762	2804723668	03/14/2013	100.38
		511-332.000-720.500	Electrical	ONE SOURCE DISTRIBUTORS, IN Lamps	23810	S3975056.001	03/12/2013	62.31
		511-332.000-730.200	Technical	ORANGE COMMERCIAL CREDIT Carbon Analysis	23811	5954	03/18/2013	2,645.00
		511-332.000-740.100	Repair & m	WYMORE, INC. Repair Stepscreen Arm	23837	1160115	03/26/2013	1,206.25
		511-332.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	23758	LYUM710611	03/12/2013	93.46
		511-332.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	23758	LYUM713132	03/19/2013	93.46
		511-332.000-740.200	Cleaning s	MYLO JANITORIAL Cleaning Services-Feb 2013	23804	5066963	03/04/2013	300.00
		511-332.000-740.400	Rent	ELMS EQUIPMENT Skiploader Rental	23777	1057861-0001	03/22/2013	208.23
		511-332.000-740.400	Rent	ELMS EQUIPMENT Skiploader Rental	23777	1057674-0001	03/13/2013	279.96
		511-332.000-740.400	Rent	ELMS EQUIPMENT Over Payment Of Invoice	23777		04/01/2013	-545.96
		511-332.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 2/20-3/19	23761		03/20/2013	79.91
Total Wastewater treatment								4,523.00
Fund Total								7,244.31

Fund: Airport Projects

City of Brawley

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Airport Projects Dept: Airport construction 532-351.100-730.100	Profession	AE CONSULTING, INC. Airport Hangar Apron Rehab	23755	05705	03/11/2013	6,500.00
				Total Airport construction		6,500.00
				Fund Total		6,500.00
Fund: Maintenance Dept: Vehicle Maintenance Shop 601-801.000-720.400	Automotive	AUTO ZONE, INC. #2804 Window Lift Motor #935 P.D.	23762	2804730487	03/21/2013	61.55
601-801.000-720.400	Automotive	AUTO ZONE, INC. #2804 Radiator #909 P.D.	23762	2804730858	03/21/2013	129.52
601-801.000-720.400	Automotive	AUTO ZONE, INC. #2804 Window Lift Motor #902 P.D.	23762	2804734477	03/25/2013	61.55
601-801.000-720.400	Automotive	AUTO ZONE, INC. #2804 Maxi Fuse #909 P.D.	23762	2804736192	03/27/2013	4.31
601-801.000-720.400	Automotive	BORG EQUIPMENT & SUPPLY CO. IN Plastic Inserts/Shop	23764	549520-00	03/25/2013	42.60
601-801.000-720.400	Automotive	BRAWLEY TRACTOR PARTS Filters/LAMBS Bus	23765	32193	03/21/2013	58.91
601-801.000-720.400	Automotive	BRAWLEY TRACTOR PARTS Hydraulic Filter #92 Parks	23765	32261	03/22/2013	5.45
601-801.000-720.400	Automotive	HAAKER EQUIPMENT CO., INC. Blower Bearing #15 Streets	23785	C94134	03/14/2013	751.38
601-801.000-720.400	Automotive	IMPERIAL HARDWARE CO., INC. Paint/#15 Streets	23793	306995	03/22/2013	14.00
601-801.000-720.400	Automotive	JAMAR TECHNOLOGIES, INC. OBD Sensor #213 Engineering	23796	13926	03/12/2013	494.37
601-801.000-720.400	Automotive	KEARNY PEARSON FORD, LLC. Return O-Rings	23798	675869	03/19/2013	-93.23
601-801.000-720.400	Automotive	KEARNY PEARSON FORD, LLC. Indicator Assembly #909 P.D.	23798	677835	03/19/2013	21.01
601-801.000-720.400	Automotive	KEARNY PEARSON FORD, LLC. Instrument Cluster #909 P.D.	23798	678798	03/21/2013	716.34
601-801.000-720.400	Automotive	KEARNY PEARSON FORD, LLC. Wire Assembly #909 P.D.	23798	680325	03/26/2013	38.04
601-801.000-720.400	Automotive	NORTHEND AUTOPARTS, INC. Water Pump #915 P.D.	23805	462268	03/22/2013	52.92
601-801.000-720.400	Automotive	NORTHEND AUTOPARTS, INC. Front Brakes #206 AC	23805	462731	03/27/2013	68.26
601-801.000-720.400	Automotive	O'REILLY AUTO PARTS Window Regulator #935 P.D.	23807	2648-253241	03/26/2013	38.87
601-801.000-720.400	Automotive	PETE'S AUTO PARTS A/C Hose #45 Parks	23812	17687	03/21/2013	72.78
601-801.000-720.400	Automotive	STIFF EQUIPMENT INC. Metal #15 Streets	23822	40989	01/30/2013	20.11
601-801.000-720.400	Automotive	UNITED ROTARY BRUSH CORP. Gutter Broom #15, #16 Sweepers	23825	104111	03/27/2013	295.71
601-801.000-720.410	Tires	DAPPER TIRE CO., INC. Tires #935 P.D.	23773	901019235	03/27/2013	428.03
601-801.000-720.410	Tires	DANIELS TIRE SERVICE Tires #206 Animal Control	23772	226010829	03/27/2013	711.33
601-801.000-720.420	Oils & lub	AUTO ZONE, INC. #2804 Oil Additive #204 Streets	23762	2804730488	03/21/2013	14.03
601-801.000-720.420	Oils & lub	AUTO ZONE, INC. #2804 Synthetic Oil #206 AC	23762	2804736021	03/27/2013	38.75
601-801.000-720.500	Electrical	INTERSTATE BATTERY Battery/Shop Stock	23795	970003890	03/22/2013	94.12
601-801.000-721.200	Other oper	AUTO ZONE, INC. #2804 Oil Absorbent/Shop	23762	2804736087	03/27/2013	14.23
601-801.000-721.200	Other oper	CERTIFIED LABORATORIES DIV. Hand Cleaner/Shop	23770	1035546	03/13/2013	142.74
601-801.000-721.200	Other oper	WESTAIR GASES & EQUIPMENT INC Oxygen Cylinder Rental	23835	322149	03/18/2013	45.95
601-801.000-721.200	Other oper	STIFF EQUIPMENT INC. Flush Nozzle/Shop Welder	23822	42301	03/22/2013	23.33
601-801.000-740.100	Repair & m	ELMS EQUIPMENT Repair Mower/WTP	23777	0000010575000001	03/11/2013	104.89

INVOICE APPROVAL LIST BY FUND

Date: 04/04/2013
 Time: 2:47pm
 Page: 9

City of Brawley

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Maintenance						
Dept: Vehicle Maintenance Shop						
601-801.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	23758	LYUM712567	03/18/2013	32.03
601-801.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Uniform Cleaning Services	23758	LYUM715155	03/25/2013	25.32
601-801.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	23758	LYUM715156	03/25/2013	27.81
601-801.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Uniform Cleaning Services	23758	LYUM717822	04/01/2013	25.32
601-801.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	23758	LYUM717823	04/01/2013	32.03
601-801.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 2/20-3/19	23761		03/20/2013	33.26
Total Vehicle Maintenance Shop						4,647.62
Fund Total						4,647.62
Fund: Risk Management						
Dept:						
602-000.000-200.034	Health ins	DELTA DENTAL Dental Insurance April 2013	23774	BE000517896	04/01/2013	9,233.09
602-000.000-200.034	Health ins	PRINCIPAL FINANCIAL GROUP Life Insurance April 2013	23815		03/18/2013	3,844.60
602-000.000-200.034	Health ins	VISION SERVICE PLAN (CA), I April Vision Insurance	23830		03/21/2013	2,563.54
Total						15,641.23
Fund Total						15,641.23
Grand Total						431,980.94

Check Register Report

Date: 04/05/2013

Time: 8:52 AM

Page: 1

City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
23838	04/05/2013	Printed	A368	AFLAC INC.	Cancer, ICU, Disability	3,107.73
23839	04/05/2013	Printed	C889	CALIFORNIA STATE DISBURSEME	Deductions	3,467.66
23840	04/05/2013	Printed	C110	COLUMBUS BANK & TRUST COMPA	Unreimbursed Medical Deduction	378.84
23841	04/05/2013	Printed	C240	COURT SERVICES (CIVIL)	Deductions	75.00
23842	04/05/2013	Printed	F689	FRANCHISE TAX BOARD	Deductions	332.30
23843	04/05/2013	Printed	H732	ANGELICA F HARSANY	Deductions	854.21
23844	04/05/2013	Printed	N944	NATIONAL PLAN COORDINATORS	Deferred Comp #340233-01	6,688.90
23845	04/05/2013	Printed	N187	NATIONWIDE RETIREMENT	Deferred Compensation #05270	785.81
23846	04/05/2013	Printed	S325	SUN COMMUNITY FED. CREDIT UNIO	Credit Union Deductions	1,821.00
23847	04/05/2013	Printed	U110	UNITED WAY OF IMPERIAL COUN	United Way Deductions	33.00

10

Checks Total (excluding void checks):

17,544.45



COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 04/16/2013

City Manager



PREPARED BY: Alan Chan, Engineering Technician II

PRESENTED BY: Yazmin Arellano-Torres, P.E., Public Works Director

SUBJECT: Contract Change Order #1 to Eckard Commercial Construction in the amount of \$18,338.39 for Contract # 2012-16A – Readvertisement of Emergency Operations Center & Police Department Painting and Flooring Remodel project.

CITY MANAGER RECOMMENDATION: Authorize Contract Change Order #1 to Eckard Commercial Construction for the amount of \$18,338.39 for Contract # 2012-16A.

DISCUSSION:

The construction of the Emergency Operations Center is approximately 75% complete. Project completion is expected by the end of May, 2013.

1. The following items are included in the requested change order. Information Technology staff made the recommendation to upgrade the air conditioning mini split system unit to a 2-ton roof top unit in Communications Room #1 to accommodate near future IT equipment needs. This change resulted in a cost increase of \$9,578.79.
2. During the installation of the EOC sewer connection, the contractor encountered an abandoned fuel tank. Valley Petroleum removed the fuel tank and Eckard Commercial Construction backfilled the trench and paved the area with concrete at a cost of \$2,062.
3. During the installation of concrete around the EOC for pedestrian access, staff decided to fill in two areas in the parking lot to increase vehicle maneuvering areas. This change resulted in a cost of \$6,697.60.

The total for Contract Change Order 1 is \$18,338.39. The cost is considered reasonable and approval is recommended.

FISCAL IMPACT: \$18,338.39 – FY 2012-13 Asset Forfeiture Fund

ATTACHMENTS: Contract Change Order # 1 for contract No. 2012-16A



CONTRACT CHANGE ORDER

Date: 3/19/13	Project Name: Readvertisement of Emergency Operations Center & Police Department Painting and Flooring Remodel
To: Eckard Commercial Construction 3914 E. 41 ST Place, Suite 1 Yuma, AZ 85365	Contractor: Eckard Commercial Construction Contract No.: 2012-16A Change Order No.: 1
Attn.: Jerry Richards	Schedule: 1 Subject: HVAC and Additional Backfill and Concrete.

Description and Justification of Change in Scope:

(1) In Comm. Room #1 – change the mini split system to the 2-ton roof top unit. Mechanical, Electrical, Plumbing, and Structural Changes as per as per revised plans dated 2/13.
(2) In Comm. Room #1 – Add a weather head for future use. Electrical as per revised plans dated 2/13.
(3) In Comm. Room #1 – Add (2) J boxes above the ceiling, add (2) 120V dedicated circuits in the walls. In Comm. Room #2 – Add (1) J box above the ceiling. Electrical as per revised plans dated 2/13 and phone conversation with Tony @ STK on 3/7/13 and new E2.1 & E3.1 sheets received 3/7/13.
(4) Backfill and compact trench from tank removal.
(5) Place 4,000 PSI cement at trench area approx 25 SqYd.
(6) Fill in two areas in the existing parking lot, Tie in roof drains together, pour and place 6" of concrete and remove excess dirt from site.

Cost Estimate for the above:

Schedule 1

Item	Description	Qty	Unit	Unit Price	Total
1, 2, 3	Change HVAC Unit to Roof Mounted, and additional electrical J boxes and weather head.	1	EA	\$9,578.79	\$9,578.79
4, 5	Backfill and compact trench from tank removal and place finish cement.	1	EA	\$2,062.00	\$2,062.00
6	Fill in two areas and tie in roof drains, place 6" of concrete.	1	EA	6,697.60	\$6,697.60
TOTAL AMOUNT OF THIS CHANGE ORDER:					\$18,338.39

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

The contract completion date is increased by **36** Calendar Day(s). Contract completion date is **May 1, 2013**. This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.



CONTRACT CHANGE ORDER

TOTAL ADDITIVE CHANGE:

Current Contract amount:	\$762,992.00
Amount of Change:	\$18,338.39
New Contract amount:	\$781,330.39

CITY OF BRAWLEY:

City: _____
Construction Manager _____ Date _____

City: _____
Director of Public Works _____ Date _____

City: _____
City Manager _____ Date _____

City: _____
Director of Finance _____ Date _____

CONTRACTOR:

Accepted By: _____

Date: _____

Title: _____

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date

04-16-2013

City Manager



PREPARED BY: Guillermo Sillas, Associate Civil Engineer.

PRESENTED BY: Yazmin Arellano, Public Works Director.

SUBJECT: Grant Deed - Public Street Dedication for Panno Street, apn 048-250-090

CITY MANAGER RECOMMENDATION: Accept Grant Deed - Public Street Dedication to the City of Brawley by Panno and Highway 86 Associates, L.P.

DISCUSSION:

The City of Brawley bid a project to construct a deceleration lane on the southbound portion of Highway 86 at the intersection with Panno St. and other improvements. To complete and make functional this intersection, Panno Street improvements have to be extended from its actual location, approximately 450 ft east of Willard Rd centerline to Highway 86. The Panno Street construction will be performed by the developer of Florentine Estates as a part of the conditions of approval, however the City shall own the right of way. To serve this purpose, Panno and Highway 86 Associates, L.P. is granting and dedicating right of way for public street and incidents and appurtenances, over, under, along and across all that real property situated in the City of Brawley defined in the legal description attached to the Grant Deed document.

FISCAL IMPACT: None

ATTACHMENTS: Grant Deed – Public Street Dedication for Assessor’s Parcel No. 048-250-090

RECORDING REQUESTED BY:

THE CITY OF BRAWLEY

AND WHEN RECORDED MAIL TO:

**CITY CLERK
CITY OF BRAWLEY
400 MAIN STREET
BRAWLEY, CA 92227**

(THIS SPACE FOR RECORDER'S USE ONLY)

GRANT DEED – PUBLIC STREET DEDICATION

ASSESSOR'S PARCEL NO: 048-250-090

NO DOCUMENT TAX DUE
R & T CODE 11922

NO FEE FOR GOVT. AGENCY

For valuable consideration, receipt of which is hereby acknowledged, Panno and Highway 86 Associates, L.P.

HEREBY GRANT(S) AND DEDICATES to public use, to the City of Brawley, in the County of Imperial, State of California, a permanent easement and a right-of- way for public street and incidents an appurtenances thereto, over, under, along and across all that real property situated in the City of Brawley, County of Imperial, State of California, described as follows:

See exhibit "A" attached hereto and exhibit "B" attached for illustration purposes

Date: FEB. 13, 2013

Grantor: *Alex Zikakis*

By: Alex Zikakis

This is to certify that the interest in real property conveyed by this instrument to the City of Brawley, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of Brawley, pursuant to authority conferred by the Municipal Code, and the grantee consents to recordation thereof by its duly authorized officer.

Date: _____

City Engineer

By: _____

NOTE: NOTARY ACKNOWLEDGMENTS FOR ALL SIGNATURES MUST BE ATTACHED, PER CIVIL CODE SEC. 1180 ET. SEQ.

EXHIBIT "A"
PUBLIC STREET DEDICATION

THAT PORTION OF PARCEL "A" OF CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NO. 2005-045415, OFFICIAL RECORDS OF THE IMPERIAL COUNTY RECORDER, ALL IN TRACT 113, TOWNSHIP 13 AND 14 SOUTH, RANGE 14 EAST, SAN BERNARDINO BASE & MERIDIAN, CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THAT CERTAIN GRANT RIGHT OF WAY DONATION RECORDED NOVEMBER 02, 2007 AS DOCUMENT NO. 2007-040748, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT ALSO BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 86; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID RIGHT-OF-WAY DONATION NORTH 64°23'54" WEST 8.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY DONATION SOUTH 25°36'06" WEST 15.53 FEET TO THE BEGINNING OF A TANGENT 30.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66°14'57" A DISTANCE OF 34.69 FEET; THENCE NORTH 88°08'57" WEST 360.47 FEET TO THE BEGINNING OF A TANGENT 454.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY, THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°19'25" A DISTANCE OF 89.73 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "A"; THENCE SOUTHERLY AND WESTERLY ALONG SAID WESTERLY LINE, THROUGH THE FOLLOWING 4 COURSES, SOUTH 00°22'43" EAST 54.78 FEET TO THE BEGINNING OF A NON-TANGENT 400.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 10°42'47" WEST, THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°39'32" A DISTANCE OF 137.24 FEET TO THE BEGINNING OF A REVERSE 400.00 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°10'51" A DISTANCE OF 119.94 FEET; THENCE SOUTH 00°23'13" EAST 55.21 FEET TO THE BEGINNING OF A NON-TANGENT 454.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 11°38'48" EAST; THENCE DEPARTING SAID WESTERLY LINE OF PARCEL "A" ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°43'31" A DISTANCE OF 148.38 FEET TO THE BEGINNING OF A REVERSE 346.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°13'22" A DISTANCE OF 194.59 FEET; THENCE SOUTH 88°08'57" EAST 295.29 FEET TO THE BEGINNING OF A TANGENT 30.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 113°45'03" A DISTANCE OF 59.56 FEET TO A POINT ON THE NORTHWESTERLY LINE OF STATE HIGHWAY 86; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 25°36'06" EAST 195.56 FEET TO THE **POINT OF BEGINNING**

AREA = 63,606 SQ. FT. OR 1.460 ACRES MORE OR LESS.



N.E. Job No. 310-010.1
Prepared by D.K. Nasland, PLS 5562

2/5/2013
2:24:35 PM

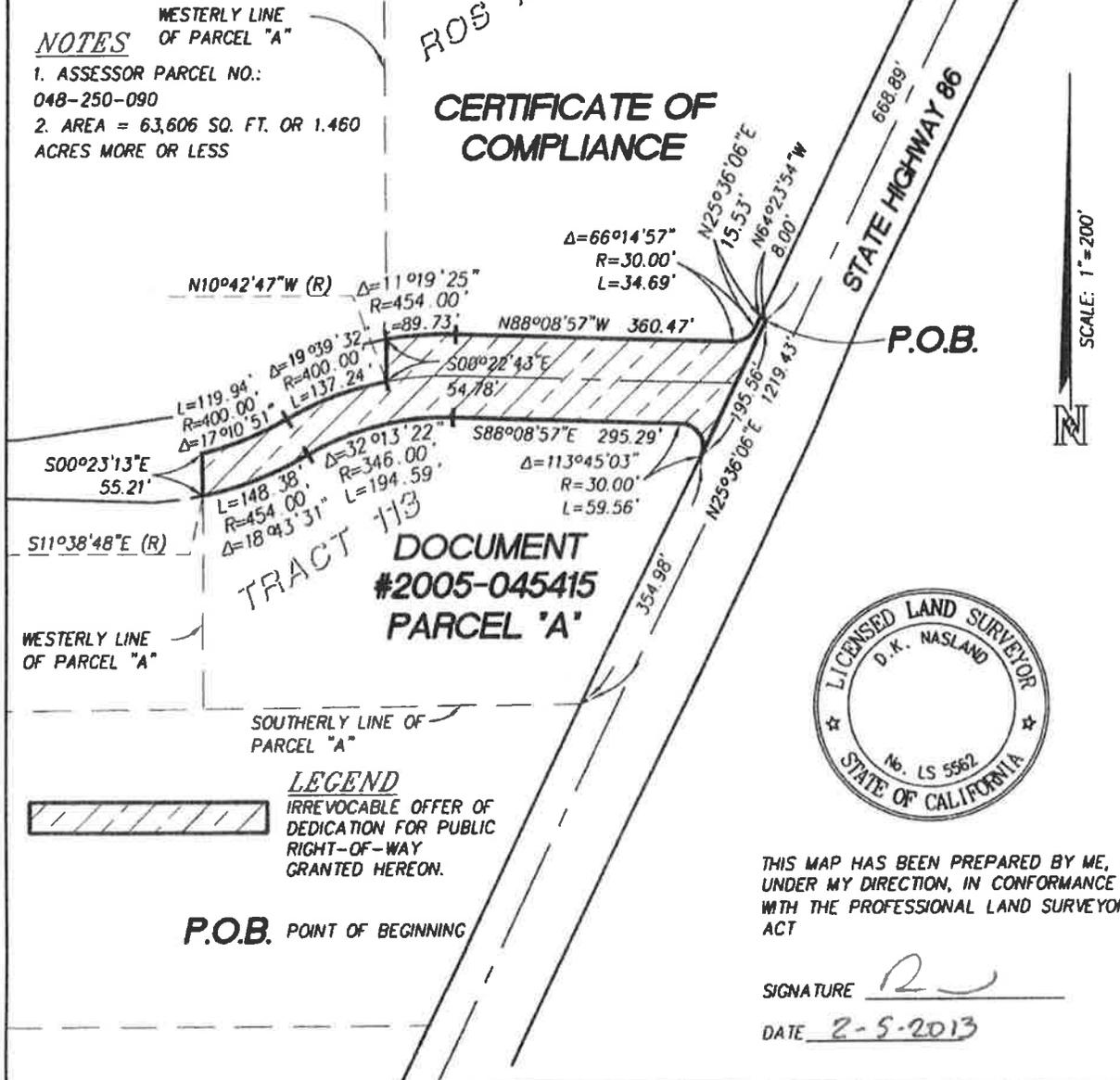
EXHIBIT 'B'

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE CCS 83, ZONE 6, GRID BEARING BETWEEN FIRST ORDER STATION BRAWLEY 2 RM 5 AND FIRST ORDER STATION V1225, AS SAID STATIONS ARE PUBLISHED BY THE NATIONAL GEODETIC SURVEY DATABASE.

NOTES

- ASSESSOR PARCEL NO.: 048-250-090
- AREA = 63,606 SQ. FT. OR 1.460 ACRES MORE OR LESS



IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC RIGHT-OF-WAY

11 - IMP - 86 CITY OF BRAWLEY, COUNTY OF IMPERIAL

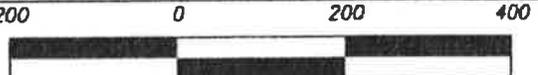
JOB NO. 310-010.1



NASLAND ENGINEERING

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 4760 Ruffner Street, San Diego, California, 92111 • 858-282-7770

REV. DATE
 02/05/2013



SCALE 1" = 200'

ACKNOWLEDGMENT

State of California
County of San Diego

On Feb. 13, 2013 before me, Suzie Bechtol, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



COUNCIL AGENDA REPORT
City of Brawley

Meeting Date

04-16-2013

City Manager



PREPARED BY: Guillermo Sillas, Associate Civil Engineer

PRESENTED BY: Yazmin Arellano, Public Works Director

SUBJECT: Grant Deed – General Utility Easement along Highway 86,
APN 048-250-090

CITY MANAGER RECOMMENDATION: Accept Grant Deed – General Utility Easement to the City of Brawley by Panno and Highway 86 Associates, L.P.

DISCUSSION:

The City of Brawley bid a project to construct a deceleration lane on the southbound portion of Highway 86 at the intersection with Panno St. and other improvements. The construction of this project required the dedication of additional right of way to widen Highway 86. Reducing the City's 25 ft width easement. In order to relocate existing utilities currently under the newly acquired Caltrans right of way, Panno and Highway 86 Associates, L.P. is granting to the City of Brawley a General Utility Easement for access to construct, reconstruct, maintain, operate, and repair public utilities on real property situated in the City of Brawley defined in the legal description attached to the Grant Deed document.

FISCAL IMPACT: None

ATTACHMENTS: Grant Deed – General Utility Easement for Assessor's Parcel No. 048-250-090.

RECORDING REQUESTED BY:

THE CITY OF BRAWLEY

AND WHEN RECORDED MAIL TO:

**CITY CLERK
CITY OF BRAWLEY
400 MAIN STREET
BRAWLEY, CA 92227**

(THIS SPACE FOR RECORDER'S USE ONLY)

GRANT DEED - GENERAL UTILITY EASEMENT

ASSESSOR'S PARCEL NO: 048-250-090

NO DOCUMENT TAX DUE
R & T CODE 11922

NO FEE FOR GOVT. AGENCY

For valuable consideration, receipt of which is hereby acknowledged, Panno and Highway 86 Associates, L.P.

HEREBY GRANT(S) to the City of Brawley, in the County of Imperial, State of California, a permanent easement and a right-of-way for access to construct, reconstruct, maintain, operate and repair **public utilities**, including any or all appurtenances thereto, together with the right of ingress and egress, over, under, along and across all that real property situated in the City of Brawley, County of Imperial, State of California, described as follows:

See exhibit "A" attached hereto and exhibit "B" attached for illustration purposes

Reserving unto the Grantor herein, heirs and assigns the continued use of the above described parcel of land, including use as surface parking, subject to the following conditions: (1) The erecting of buildings, masonry walls, and other permanent structures; the planting of trees; the changing of the surface grade; and the installation of privately owned pipe lines shall be prohibited except by an Encroachment Agreement issued by the City Engineer, and (2) Subject to the use of said easement by the Imperial Irrigation District, Pacific Bell, Southern California Gas, a community television antenna company, or other publicly franchised utility entities, provided the location of such publicly franchised utilities conforms to the location of utilities as approved by the City Engineer.

Date: Feb. 13, 2013

Grantor: Alex Zikalis

By: Alex Zikalis

This is to certify that the interest in real property conveyed by this instrument to the City of Brawley, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of Brawley, pursuant to authority conferred by the Municipal Code, and the grantee consents to recordation thereof by its duly authorized officer.

Date: _____

City Engineer

By: _____

NOTE: NOTARY ACKNOWLEDGMENTS FOR ALL SIGNATURES MUST BE ATTACHED, PER CIVIL CODE SEC. 1180 ET. SEQ.

EXHIBIT "A"

GENERAL UTILITY EASEMENT

AN EASEMENT AND RIGHT-OF-WAY FOR THE CONSTRUCTION, MAINTENANCE AND REPAIR OF PUBLIC UTILITIES, WIRES, CABLES, CONDUITS, STORM SEWERS, SANITARY SEWERS AND WATER PIPE LINES (FOR ANY PURPOSE, POTABLE OR NON-POTABLE, DOMESTIC OR AGRICULTURAL), AND APPURTENANCES THERETO OVER, UNDER, ALONG AND ACROSS ALL THAT REAL PROPERTY LYING WITHIN A PORTION OF PARCEL "A" OF THE CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NO. 2005-045415 OF OFFICIAL RECORDS OF THE IMPERIAL COUNTY RECORDER, ALL IN TRACT 113, TOWNSHIP 13 AND 14 SOUTH, RANGE 14 EAST, SAN BERNARDINO BASE & MERIDIAN, CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THAT CERTAIN GRANT RIGHT OF WAY DONATION RECORDED NOVEMBER 02, 2007 AS DOCUMENT NO. 2007-040748, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT ALSO BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 86; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID RIGHT-OF-WAY DONATION NORTH 64°23'54" WEST 8.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY DONATION SOUTH 25°36'06" WEST 15.53 FEET TO THE BEGINNING OF A TANGENT 30.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 64°19'15" A DISTANCE OF 33.68 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID 30.00 RADIUS ARC THROUGH A CENTRAL ANGLE OF 01°56'44" A DISTANCE OF 1.02 FEET; THENCE NORTH 88°08'57" WEST 7.73 FEET TO A LINE WHICH IS PARALLEL WITH AND 8.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE NORTHWESTERLY SIDE LINE OF THAT CERTAIN 25.00 FOOT WIDE RIGHT-OF-WAY AND EASEMENT GRANTED TO THE CITY OF BRAWLEY FOR THE PURPOSE OF PUBLIC UTILITIES, PER DOCUMENT RECORDED NOVEMBER 10, 1982 AS FILE NO. 32, IN BOOK 1492, PAGE 1193, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY ALONG SAID LINE NORTH 25°36'06" EAST 698.93 FEET TO THE NORTHERLY LINE OF SAID PARCEL "A"; THENCE ALONG SAID NORTHERLY LINE NORTH 89°32'34" EAST 8.91 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 25°36'06" WEST 699.30 FEET TO THE TRUE POINT OF BEGINNING.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

AREA = 5,593 SQ. FT. OR 0.128 ACRES, MORE OR LESS.

N.E. Job No. 310-010.1
Prepared by D.K. Nasland, PLS 5562



2/5/2013
2:24:21 PM

EXHIBIT 'B'

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE CCS 83, ZONE 6, GRID BEARING BETWEEN FIRST ORDER STATION BRAWLEY 2 RM 5 AND FIRST ORDER STATION V1225, AS SAID STATIONS ARE PUBLISHED BY THE NATIONAL GEODETIC SURVEY DATABASE.

NOTES

1. ASSESSOR PARCEL NO.: 048-250-090
2. AREA: 5,593 SQ. FT. / 0.128 ACRES

CERTIFICATE OF COMPLIANCE DOCUMENT #2005-045415 PARCEL 'A'

PORTION OF EXISTING EASEMENT FOR PUBLIC UTILITY RECORDED NOVEMBER 10, 1982 AS FILE NO. 32 IN BOOK 1492, PAGE 1193, O.R.

LEGEND

 PROPOSED EASEMENT GRANTED HEREON

T.P.O.B.

P.O.B.

PROPOSED STREET EASEMENT BY SEPARATE DOCUMENT

PANNO ROAD (PROPOSED)

EASEMENT FOR PUBLIC UTILITY PURPOSES GRANTED HEREON

NORTH-EASTERLY CORNER OF PARCEL 'A' OF CERTIFICATE OF COMPLIANCE DOC. #2005-045415

TRACT 113
ROB 16/74

STATE HIGHWAY 86

THIS MAP HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT

SIGNATURE 

DATE 2-5-2013



SCALE: 1"=100'

GENERAL UTILITY EASEMENT

11 - IMP - 86 CITY OF BRAWLEY, COUNTY OF IMPERIAL

JOB NO. 310-010.1



NASLAND ENGINEERING

CIVIL ENGINEERING • SURVEYING • LAND PLANNING
4740 Balboa Street, San Diego, California, 92111 • 619-292-7770

REV. DATE

02/05/2013

100 0 100 200



SCALE 1" = 100'

ACKNOWLEDGMENT

State of California
County of San Diego

On Feb. 13, 2013 before me, Suzie Bechtol, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)



COUNCIL AGENDA REPORT
City of Brawley

Meeting Date 04/16/2013
City Manager *PBW*

PREPARED BY: Yazmin Arellano, Public Works Director.

PRESENTED BY: Yazmin Arellano, Public Works Director.

SUBJECT: Amendment No. 1 to Contract with STK Architecture, Inc. for the Brawley Emergency Operations Center, in the amount of \$14,500.

CITY MANAGER RECOMMENDATION: Approve Amendment No. 1 to Contract with STK Architecture, Inc. for additional architectural services associated with the Brawley Emergency Operations Center.

DISCUSSION:

The City of Brawley and STK Architecture, Inc. (Consultant) are signatories to a contract whereby the consultant is to provide Professional Architectural Services and Construction Support Services for the Brawley Emergency Operations Center and Police Department Painting and Flooring Remodel project.

The construction of the Emergency Operations Center (EOC) is approximately 75% complete. Project completion is expected by the end of May 2013. During the construction of the EOC, unexpected changes and delays such as the discovery of an underground fuel tank required more construction support services from the design consultant. In addition, the existing emergency backup generator does not have enough capacity to carry the existing loads through the existing automatic transfer switch with the additional load of an existing 8 ton A/C unit that currently cools the dispatch center.

The new generator will have the capacity to power a new automatic transfer switch that powers the new EOC expansion at the same time. The scope of work includes the preparation of drawings and specifications to assist in the public competitive bid process. The drawings and specifications will require the contractor to obtain all state permits etc.

The proposed fee is reasonable and staff recommends approval.

FISCAL IMPACT: \$14,500 Asset Forfeiture Fund FY 2012/2013

ATTACHMENTS:

Amendment No. 1
STK Architecture, Inc. Letter dated April 4, 2013

**AMENDMENT NO. 1
TO CONTRACT
BRAWLEY EMERGENCY OPERATIONS CENTER
STK ARCHITECTURE
DATE: April 1, 2013**

The Parties to this Amendment No. 1 to the Contract are the City of Brawley (City) and STK Architecture (Consultant).

RECITALS

As part of the original Scope of Work, Consultant is to provide Professional Engineering Services for the City of Brawley Emergency Operations Center (EOC) Architecture Services.

Amendment No. 1 consists of the replacement of the existing diesel emergency back-up generator for a larger unit. This new unit will have the capacity to carry the existing loads thru the existing automatic transfer switch plus the additional load of an existing 8 ton A/C unit that currently cools the dispatch center. The new generator will also have the capacity to power a new automatic transfer switch that powers the new EOC expansion at the same time. The scope of work would include the preparation of drawings and specifications to assist in the public competitive bid process. The drawings and specs would be designed in such a way as to require the contractor to obtain all state permits etc.

Details for the additional services are further detailed below and on attached Consultant letter dated April 1, 2013, and attached as part of revised scope of work Exhibit A and by this reference made a part hereof.

THE PARTIES AGREE:

- 1.0 The Scope of Work is revised as shown on Exhibit A dated April 1, 2013.
- 2.0 Additional funds for Consultant to cover the revised Scope of Services shall not exceed \$14,500.00 to cover the costs of additional Architecture Services.
- 3.0 The revised maximum amount of the Agreement, which includes the amount of this Amendment, shall not exceed Sixty Nine Thousand Eight Hundred Fifty Dollars (\$69,850.00).
- 4.0 All other terms, conditions and stipulations contained in the original Contract shall remain in effect.

DATED: _____, 2013

CITY OF BRAWLEY

By: _____
Rosanna B. Moore, City Manager

STK Architecture

By: _____
Tony Finaldi, Architect Senior Associate

ATTESTS:

By: _____
Janet Smith, City Clerk



April 4, 2013

Yazmin Arellano, P.E.
Public Works Director
CITY OF BRAWLEY
180 S. Western Ave.
Brawley, CA 92227

RE: PROPOSAL FOR ARCHITECTURAL SERVICES
BRAWLEY EMERGENCY OPERATIONS CENTER – New Generator

Dear Ms. Arellano,

STK Architecture, Inc. is pleased to provide a proposal for services for the above mentioned project. This proposal is based upon our phone discussion today. My understanding of the scope of work is as follows:

The City of Brawley Police Department wishes to replace their existing diesel emergency back-up generator for a larger unit. This new larger unit will have the capacity to carry the existing loads thru the existing automatic transfer switch plus the additional load of an existing 8 ton A/C unit that currently cools the dispatch center. The new generator will also have the capacity to power a new automatic transfer switch that powers the new EOC expansion at the same time. The scope of work would include the preparation of drawings and specifications to assist in the public competitive bid process. The drawings and specs would be designed in such a way as to require the contractor to obtain all state permits etc.

For the above scope of work, STK Architecture, Inc. proposes a Phased Fixed Fee as follows:

Architecture	5,500
Electrical Engineering	3,500
Sub-total Basic Services	9,000
Civil Survey Engineering	1,500
Mech. System re-design Comm. #1	2,000
Architectural Site Visits (2)	2,000

Schedule of Fee

Design Development	30%	=	2,700
Construction Documents	50%	=	4,500
Bidding	5%	=	450
Construction Administration	15%	=	<u>1,350</u>
Basic Services	100%	=	\$9,000

Total Fee **\$14,500**

The above Proposal is based upon the following assumptions:

- A. A construction budget of approximately \$100,000.
- B. Work shall be limited to the areas described only.
- C. No consultants will be required other than civil eng. and electrical eng.
- D. Fire sprinkler design and engineering is not included nor is it required.
- E. Project will be plan checked in-house at the City of Brawley.

This fee does not include any of the following:

- a. Permit, Development, Utility or Processing Fees
- b. Soil Reports or Geotechnical Engineering
- c. Material testing (i.e. concrete, welding, etc.)
- d. Specialty consultants (i.e. Hazardous Waste, Traffic, Archeological, etc.)
- e. Security Engineering.
- f. Asbestos Engineering/abatement engineering and or testing.
- g. Fire sprinkler Design and Engineering, fire sprinkler water service upgrade or fire hydrant upgrade
- h. M&P Engineering / Structural Engineering.
- i. Deliverables beyond one set at each phase.

The fee will be invoiced monthly, based on the percentage of work completed, plus any reimbursable expenses. Any invoices unpaid 45 days after the invoice date will bear interest at the rate of 1.5% per month, or 18% per year. Please also note that STK Architecture, Inc. carries \$1,000,000 of Professional Liability coverage and can provide all the required insurance coverage requested. If extra services are required, and approved by the Owner, the following hourly rates would apply:

Principal	\$185
Associate	\$135
Project Manager	\$115
Senior Draftsman	\$85
Junior Draftsman	\$70
Clerical	\$48
Consultants	Cost x 1.15
Reimbursable Expenses	Cost x 1.05
Reimbursable Agency Fee	Cost x 1.15

Yazmin Arellano, P.E.
April 1, 2013
Page 3 of 3

Thank you for the opportunity to propose on this project. We look forward to once again working with the City of Brawley. Should you have any questions, or wish to discuss this Proposal, please give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tony Finaldi', with a long, sweeping underline that extends to the left and curves back to the right.

Tony Finaldi, Architect, LEED® AP
Senior Associate



T-SQUARED Professional Engineers, Inc.
CONSULTING MECHANICAL & ELECTRICAL ENGINEERS
CERTIFIED COMMISSIONING AUTHORITIES

1340 Specialty Drive • Suite E
Vista, CA 92081

Tel (760) 560-0100
Fax (760) 560-0101

www.tsqeng.com

March 28, 2013

Mr. G.V. Salts
Mr. Tony Finaldi
STK, INC.
42095 Zevo Drive, Suite A15
Temecula, CA 92590

RE: ELECTRICAL ENGINEERING
GENERATOR REPLACEMENT
BRAWLEY EMERGENCY OPERATIONS CENTER
BRAWLEY, CA

Gentlemen:

Thank you for considering T-SQUARED PROFESSIONAL ENGINEERS, INC. as consultants for the above project. Based on the information received from you, the following is a list of our proposed services along with the respective fees:

ELECTRICAL **\$3,500.00**

The above fee includes the following:

- 1) Electrical Design to include calculations, diagrams, specifications, and plans for the power distribution system modifications to include a new generator with existing Automatic Transfer switches.
- 2) Specifications in the same format as the Architect's specifications.
- 3) All plan check comments and review comments by the Architect, the Owner, and the Plan Check Authority.
- 4) Meetings with the Architect during design.
- 5) Construction Administration services to include response to all vendors' questions during bid, response to RFI letters, review of shop submittals, one site visit during construction, and preparation of as-built documents based on contractor's marked up sheets.

The above fees do not include the following:

- 1) Plan Changes due to architectural changes after the completion of the Design Development Stage.
- 2) Mechanical, Electrical, and Plumbing engineering.
- 3) Fire Sprinkler system design and specifications.



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- 4) Fire Alarm system design and specifications.
- 5) Telephone and Communication system design and specifications.
- 6) Security system design and specifications.
- 7) Any startup and commissioning services.
- 8) Printing, plotting, reproductions.
- 9) Shipping and messenger service.

Upon your approval a letter of contract will supercede this proposal. Thank you again for your consideration. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Farzad', written in a cursive style.

Farzad Tadayon, P.E., C.I.P.E., N.C.E.E.S.
LEED® Accredited Professional
Certified Commissioning Authority (CxA)
President

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date

04/16/13

Agenda Item No.

P1B1

PREPARED BY: Steven Sullivan, P.E., Associate Civil Engineer

PRESENTED BY: Yazmin Arellano-Torres, P.E., Public Works Director.

SUBJECT: Selection of the Consultant for the Preparation of Bidding Documents (Plans, Specifications, and Cost Estimates) and provide Bidding Construction Support Services for the Alyce Gereaux Park Renovation Project

CITY MANAGER RECOMMENDATION: Approve the consultant selection in the order for negotiation of 1) Kimley-Horn & Associates, Inc., 2) Albert A. Webb Associates, 3) David Evans & Associates, and authorize City staff to negotiate with the top ranked consultant and if failing to reach an agreement, to negotiate with the second and the third ranked consultant in that order.

DISCUSSION:

The City of Brawley received a grant from the State of California Natural Resources Agency administered through the California Department of Parks and Recreation to complete the Alyce Gereaux Park Renovation Project, in the amount of \$2,702,500. Said project will renovate the approx. 4 acre park developed in the late 1950's, located at Magnolia St. and Eastern Ave. New recreational features will include a splash pad, athletic field, walking trail, drought tolerant garden and landscape area, picnic area, and accessible play equipment.

The Public Works Department advertised a Request for Qualifications (RFQ) for the above mentioned work on February 1, 2013. On March 5, 2013, the City received nine Statements of Interest and Qualifications (SOQ) from interested firms, including:

1. David Evans & Associates, Inc., Ontario, CA
2. Kimley-Horn & Associates, Inc., San Diego, CA
3. Albert A. Webb Associates, Riverside, CA
4. Nasland Engineering, San Diego, CA
5. Alcorn & Benton Architects, La Jolla, CA
6. Fuscoe Engineering, Inc., El Centro, CA
7. Engineering Resources of Southern California, Inc., Hemet, CA

8. RRM Design Group, San Clemente, CA
9. Holt Architecture, Rancho Mirage, CA

City staff ranked the SOQ's and extended an invitation to the top three firms. David Evans & Associates, Inc., Kimley-Horn & Associates, Inc. and Albert A. Webb Associates were selected to give a presentation and interview to further evaluate their potential to prepare the aforementioned plan on April 3, 2013.

Following the presentations by the selected firms to a panel of City Staff and community members, the final ranking of the firms is as follows:

1. Kimley-Horn & Associates, Inc., San Diego, CA
2. Albert A. Webb Associates, Riverside, CA
3. David Evans & Associates, Inc., Ontario, CA

Once a fee is negotiated, City staff will bring the contract to the City Council for approval.

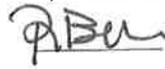
All three firms are well qualified to perform any and/or all the work associated with the Alyce Gereaux Park Renovation Project. They are well-established firms and have the expertise and personnel to perform. It is recommended that the Alyce Gereaux Park Renovation Project be awarded to Kimley-Horn & Associates, Inc.

FISCAL IMPACT: None at this time.

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: April 16, 2013

City Manager:



PREPARED BY: Shirley Bonillas, Personnel & Risk Management Administrator

SUBJECT: California Joint Powers Insurance Authority (CJPIA) Liability Program Retrospective Deposit Payment Plan Resolution

CITY MANAGER RECOMMENDATION: Approve Resolution No. 2013 – Resolution of the City Council of The City of Brawley, California Relating to the California Joint Powers Insurance Authority (CJPIA) Liability Program Retrospective Deposit Payment Plan

DISCUSSION: The CJPIA bases the annual contribution the City of Brawley is invoiced for Liability coverage on the amount of payroll and claims incurred. CJPIA's historic funding model has also included an annual *retrospective* deposit (or refund) based upon claims development for all prior coverage periods. CJPIA has held all retrospective deposits in abeyance for the last three years while they completed a transition to a *prospective* funding model. The rolling retrospective balances were shown on each annual invoice since the CJPIA held them in abeyance. The invoices stated the retrospective balances would be due July 1, 2013.

In 2009–2010 and 2010–2011, the City experienced four significant claims that contributed to the retrospective deposit. The amount to date that has been held in abeyance and is now due is \$607,017.

As was stated in CJPIA's annual invoices, the City's obligation to resume payments starts July 1, 2013. The City has several options of which include up to a six year term for repayment. The interest rate will be set on April 30, 2013 but currently is estimated for the 6 year repayment plan to be 2.095%. The first payment is due July 1, 2013 in the amount of \$86,717.

A payment plan selection is required to be conveyed to the CJPIA by April 30, 2013. The adoption of the attached resolution will enable the City to convey its preferred payment approach to the CJPIA.

Beginning with the 2013-14 coverage period, CJPIA has completed their transition to a prospective funding model for the liability program. Retrospective deposits will cease beginning with this coverage period, but will continue to accrue for previous coverage periods until all claims have been resolved. Future assessments on the membership may be needed if funding levels through the prospective model prove insufficient.

- ALTERNATIVES :**
1. Avoid interest and pay the \$607,017 in one lump sum on July 1, 2013
 2. Other payment options with the application of corresponding interest:

1 year	1.470%
2 years	1.595%
3 years	1.720%
4 years	1.845%
5 years	1.970%

**CALIFORNIA JPIA POLICY
RETROSPECTIVE DEPOSIT PAYMENT POLICY**

I. BACKGROUND

Since its inception, the California JPIA, "Authority," has operated under a retrospective funding model for its liability and workers' compensation programs. A change to the funding model was adopted in 2010 that will be fully implemented following the end of the 2012-13 coverage period. During the transition from the retrospective funding model to the prospective funding model, retrospective deposit payments have been deferred. The purpose of this policy is to provide the terms and conditions, and the overall framework in which retrospective deposit payments are to resume.

II. TRANSITION PERIOD

A transition period has been designated as the three-year timeframe during which the Authority moves from the retrospective funding model to the prospective funding model. For both the liability and workers' compensation programs, the transition period includes the 2010-11, 2011-12, and 2012-13 coverage periods.

During the transition period the Annual Contribution will increase in confidence funding incrementally until it reaches the target of 75%, retrospective balances will be temporarily deferred from payment, and incentive discounts will be offered to encourage voluntary acceleration of payment on retrospective balances. Coverage periods within the transition period will be subject to retrospective adjustment.

III. RETROSPECTIVE BALANCES

Coverage periods subject to retrospective adjustment on a routine annual basis range from each program's year of inception, up to and including 2012-13. For coverage periods that fall within this range, funding and cost allocation among members has and will continue to adjust annually in perpetuity, until all claims occurring within these coverage years are deemed closed on a pool-wide basis.

1. Aggregate Retrospective Balances – Historically, members have paid for retrospective deposit adjustments and received retrospective refunds in annual rolling installments of up to eight years in duration. Due to the Authority's movement toward a prospective funding model initiated in 2010, this practice was modified. The unpaid portion of all retrospective adjustments on coverage periods up to and including 2009-10 have been consolidated into a single aggregate retrospective balance and temporarily deferred from payment.

2. Transition Period Retrospective Balances – A separate transition period retrospective balance will be created to capture retrospective adjustments made to the coverage periods included within the transition period using cost allocation elements of the new funding model. The coverage periods included in the transition period are 2010-11, 2011-12, and 2012-13. Retrospective adjustments on these years will be consolidated and temporarily deferred from payment.

Herein, both aggregate retrospective balances and transition period retrospective balances are referred to collectively as “retrospective balances.”

IV. OPTIONAL PAYMENT PLANS

When the modeling was done in preparation for the change in funding methodology, it was determined that payment of retrospective deposits should be deferred until the transition period was concluded, after which time payments would resume. Recognizing that some members could have significant retrospective balances, the Executive Committee approved the development of payment plans that would encourage early payment while also offering members the flexibility to pay-down balances over time. The following payment plans have been developed separately for each of the programs.

**Optional Payment Plans
for Retrospective Deposit Balances
Liability Program**

Payment Option	Duration of Extension (years)	Illustration of Possible Annual Fees *	Annual Payment Due Date and % of Retrospective Balance Due								
			7/1/2013 ↗	7/1/2014	7/1/2015	7/1/2016	7/1/2017	7/1/2018	7/1/2019		
No Extension	none	none	100%	-	-	-	-	-	-	-	-
Payment Option # 1	1	2.000%	50%	50%	-	-	-	-	-	-	-
Payment Option # 2	2	2.125%	34%	33%	33%	-	-	-	-	-	-
Payment Option # 3	3	2.250%	25%	25%	25%	25%	-	-	-	-	-
Payment Option # 4	4	2.375%	20%	20%	20%	20%	20%	20%	-	-	-
Payment Option # 5	5	2.500%	17%	17%	17%	17%	17%	17%	15%	-	-
Payment Option # 6	6	2.625%	16%	14%	14%	14%	14%	14%	14%	14%	14%

* Annual fees are not yet established. Fees shown above are for illustration purposes only. Actual fees will be based on the Authority's portfolio rate of return as of April 30, 2013.

↗ For all of the various payment options, no fee will be charged on the initial payment that is due on 7/1/2013. The full initial payment will be applied to reduce principal balances.

**Optional Payment Plans
for Retrospective Deposit Balances
Workers' Compensation Program**

Payment Option	Duration of Extension (years)	Illustration of Possible Annual Fees *	Annual Payment Due Date and % of Retrospective Balance Due								
			7/1/2015 [⌘]	7/1/2016	7/1/2017	7/1/2018	7/1/2019	7/1/2020	7/1/2021		
No Extension	none	none	100%	-	-	-	-	-	-	-	-
Payment Option # 1	1	2.000%	50%	50%	-	-	-	-	-	-	-
Payment Option # 2	2	2.125%	34%	33%	33%	-	-	-	-	-	-
Payment Option # 3	3	2.250%	25%	25%	25%	25%	-	-	-	-	-
Payment Option # 4	4	2.375%	20%	20%	20%	20%	20%	20%	-	-	-
Payment Option # 5	5	2.500%	17%	17%	17%	17%	17%	17%	15%	-	-
Payment Option # 6	6	2.625%	16%	14%	14%	14%	14%	14%	14%	14%	14%

* Annual fees are not yet established. Fees shown above are for illustration purposes only. Actual fees will be based on the Authority's portfolio rate of return as of April 30, 2015.

[⌘] For all of the various payment options, no fee will be charged on the initial payment that is due on 7/1/2015. The full initial payment will be applied to reduce principal balances.

V. ANNUAL FEES

Annual fees are intended to provide a means for the Authority to recover otherwise foregone investment earnings. Annual fees will be fixed rates associated with each payment option as defined in the preceding section.

For the liability program, annual fees will be based on the Authority's portfolio rate of return as of April 30, 2013. For the workers' compensation program, annual fees will be based on the Authority's portfolio rate of return as of April 30, 2015. Once established, annual fees will remain fixed throughout the duration of the payment extension period.

Fees will be calculated using simple interest and payment will be due annually on July 1st. In the event that payments are made early throughout the fiscal year, fees may be pro-rated on a quarterly basis to properly reflect the accelerated payment. Fees will begin to accrue on retrospective balances of the liability program starting July 1, 2013, and fees will begin to accrue on retrospective balances of the workers' compensation program starting July 1, 2015.

VI. BEGINNING PRINCIPAL BALANCES FOR OPTIONAL PAYMENT PLANS

Prior to the beginning of the payment extension period in each program, retrospective balances will continue to adjust based on the outcome of each annual computation. However, once the payment extension period within each program begins, retrospective balances will become the beginning principal balance for optional payment plans and will thereafter not be adjusted by any factor other than the receipt of payments.

Before beginning principal balances for optional payment plans are established, those members with a refund balance in one program and a deposit balance in another will be subject to compulsory balance transfers between programs such that refunds will be applied to reduce deposit balances. This netting of retrospective refund balances between the liability and workers' compensation programs will occur twice. The first will occur based upon the results of the October 2012 Retrospective Computation, and the second will occur based upon the results of the October 2014 Retrospective Computation.

VII. FULL SETTLEMENT OF SUBSEQUENT RETROSPECTIVE ADJUSTMENTS

Retrospective computations occurring after the beginning of the payment extension period within each program will not affect the optional payment plans. These subsequent adjustments will not be deferred over multiple years or rolled into the optional payment plans, but rather settled in full as part of the first annual invoice following the publication of such adjustments. Full settlement will be applicable to both additional deposits and refunds.

VIII. VOLUNTARY ACCELERATION OF PAYMENT

Upon selecting one of the optional payment plans, member agencies are thereby committing to the associated annual fee regardless of the actual term of the payment extension period in the event that it may be shorter.

If a member elects to voluntarily accelerate payment after choosing an optional payment plan, the annual fee (rate) will not be adjusted. For example, if a member chooses the six-year payment option then pays off the balance in full within two years, the member will only be charged two years of fees, but at the six-year rate as originally agreed upon.

IX. PAYMENT DUE DATE

Under all of the optional payment plans, payments will consist of a single annual payment due at the beginning of the fiscal year, on July 1st. The grace period for payment and applicable late fees will be the same as what the Authority uses in its invoicing for the Annual Contribution.

Optional Payment Plans

Please select your agency's name and a payment option, from the dropdown menus below.

Payment Option	Number of Years	Estimated Rate*	
# 1	1	1.470%	
# 2	2	1.595%	
# 3	3	1.720%	
# 4	4	1.845%	
# 5	5	1.970%	
# 6	6	2.095%	

Brawley

Payment Option # 6

Number of Years 6
 Retrospective Deposit Balance: Liability Program Only \$ 607,017.00
 First Payment Due 7/1/2013 **86,717.00** ^
 Payment Plan Balance 520,300.00
 Estimated Rate* 2.095%

	Annual Fee		Payment		Ending Principal Balance
	Accrual From	Accrual To	Principal	Fee	
Beginning Principal Balance					
\$ 520,300.00	07/01/13	06/30/14	\$ 82,285.00	\$ 10,900.00	\$ 93,185.00
438,015.00	07/01/14	06/30/15	84,009.00	9,176.00	93,185.00
354,006.00	07/01/15	06/30/16	85,769.00	7,416.00	93,185.00
268,237.00	07/01/16	06/30/17	87,565.00	5,620.00	93,185.00
180,672.00	07/01/17	06/30/18	89,400.00	3,785.00	93,185.00
91,272.00	07/01/18	06/30/19	91,272.00	1,912.00	93,185.00
			\$520,300.00	\$ 38,809.00	\$ 559,110.00

Annual Contribution 2013-14

Liability Program	\$	401,001.00
Worker's Compensation Program		397,056.00
Subtotal		798,057.00

Retrospective Adjustment: Installment Due 7/1/2013

Liability Program	86,717.00
Workers' Compensation Program	-
Subtotal	86,717.00

Total Due 7/01/13: ESTIMATE \$ 884,774.00

Note

* Estimated rate is for illustration purposes only. Actual rates will be based on the Authority's portfolio yield as of April 30, 2013.
 ^ Any retrospective refund balance in the Liability program as of April 30, 2013 will be applied in full, as a credit on the 2013-14 Annual Contribution invoice. For the Workers' Compensation program, 25% of any refund balance will be applied.

RESOLUTION NO. 2013-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,
CALIFORNIA RELATING TO THE CALIFORNIA JOINT POWERS
INSURANCE AUTHORITY (CJPIA) LIABILITY PROGRAM RETROSPECTIVE
DEPOSIT PAYMENT PLAN**

RECITALS

WHEREAS, the City of Brawley is a member of the California Joint Powers Insurance Authority (CJPIA) to provide General Liability, Workers' Compensation, Pollution and Remediation Legal Liability, Property Insurance and Crime Insurance coverage to the City of Brawley ; and

WHEREAS, that the CJPIA has transitioned from the retrospective funding model to the prospective funding model;

WHEREAS, the City of Brawley has experienced four sizeable claims that has made due a retrospective deposit of \$607,017;

WHEREAS, the retrospective deposit payments have been held in abeyance until July 1, 2009 until July 1, 2013.

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are true and correct and that the governing body of the City of Brawley approves the entering in of a six year payment plan for retrospective amount of \$607, 017 plus interest for General Liability claims.

PASSED, ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Brawley held on the 16th day of April 2013.

CITY OF BRAWLEY

Sam Couchman, Mayor

ATTEST:

Janet Smith, Deputy City Clerk

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

I, **JANET P. SMITH**, Deputy City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Resolution No. 2013- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the day of , 2013, and that it was so adopted by the following roll call vote: m/s/c

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

Dated:

Janet P. Smith, Deputy City Clerk

**CITY COUNCIL UPDATE
FOR INFORMATION ONLY**
City of Brawley

Meeting Date: 4/16/2013
City Manager: 

PRESENTED BY: Gordon Gaste, pLanning Director and Rosanna Bayon Moore, City Manager

SUBJECT: Rancho Porter Tax Sharing Agreement and Annexation Fee Update

DISCUSSION: This is an informational item for Rancho Porter. The Rancho Porter Specific Plan is a Planned Development with mixed uses. The site consists of a total of 277.24 acres of which 206.61 is developable that is owned by the project proponents. The remainder acreage consists of CALTRANS and City right-of-ways. The proposed project shows the property consisting of single-family residential units, multi-family residential units, retention/parks, and commercial sites.

Two of the property owners have requested a deferral of the \$500 per acre annexation fee.

ATTACHMENTS: Draft Tax Sharing Agreement and Draft Deferred Annexation Fee Payment Agreement.

**AGREEMENT TO PAY FOR
ANNEXATION FEES AT A DEFERRED DATE**

This Agreement is made and entered into this ____ day of _____, 2013, by and between the CITY OF BRAWLEY, a Municipal Corporation of the State of California ("City") on the one hand and the following parties on the other: Albert H. Smith and Clara L. Smith, Trustees U/D/T dated December 4, 1991, Eugene L. Leblanc, Sole Successor Trustee of the LeBlanc Family Living Trust dated October 31, 1990, Diane Christine Denney and Gerald Raymond Jameson and Norma Jameson ("Owner").

WHEREAS, Owner is the owner of certain real property located in the unincorporated area of the County of Imperial and in the vicinity of the City of Brawley, County of Imperial, State of California more particularly described in the Attached Exhibit A and referred to as APNS: 047-100-003, 049-270-050, 049-270-051, 049-270-052, 047-100-003, 049-270-050, 049-270-051 and 049-270-052 ("Property"); and

WHEREAS, Owner is seeking annexation of the Property to the City; and

WHEREAS, as part of the requirements for annexation to the City, City ordinance Sections 2.58 et. seq. calls for payment of \$500.00 per acre prior to completion of annexation proceedings; and

WHEREAS, Owner has requested deferral of such payment to the time the first building permit is issued for the Property; and

WHEREAS, City is willing to defer such payment in accordance with the terms set forth herein.

NOW, THEREFORE, In consideration of the mutual promises and covenants hereinafter set forth, it is agreed as follows:

- 1) The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2) Owner agrees to pay annexation fees in the total sum of \$_____ ("Annexation Fee"). The terms of payment are set forth in the promissory note attached hereto as Exhibit B. Among other things, building permits for the Property shall be payable in full upon any change of ownership of the Property, issuance of a building permit for the Property or issuance of

a building permit for any property contained in the Rancho Porter plan area, whichever event shall first occur.

- 3) Security for payment of the Annexation Fee shall be in the form of a deed of trust on the Property with City in first position. Owner agrees to execute such documents as may be necessary to memorialize the terms of this Agreement including, but not limited to, a promissory note and deed of trust. Such security shall include personal guarantees duly executed by shareholder of Owner.
- 4) In the event that Owner fails to perform any obligations hereunder, Owner agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including cost of suit and reasonable attorney's fees. Owner hereby binds itself, its executors, administrators and assigns, and agrees to indemnify and hold City harmless from any losses, claims, demands, actions, or causes or action in any nature whatsoever, arising out of or in any way connected with failure to perform the obligations set forth in this Agreement.
- 5) This Agreement addresses only the manner in which Owner discharges its obligation for to pay Annexation Fees. It does not address other fees and costs normally associated with Owner's development and Owner remains responsible for such fees and costs.
- 6) This agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior negotiation, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.
- 7) Time is expressly declared to be of the essence in this agreement.
- 8) All notices and communications required under or related to this Agreement shall be in writing and shall be delivered personally or mailed by first class mail, postage prepaid, to the Owner and City at the locations set forth below. Notice shall be considered to have been given on the date of personal delivery or the date of posting in the United States Mail.

To: City of Brawley
383 Main Street
Brawley, California 92227

To: "Owner"

ATTEST:

CITY OF BRAWLEY:

City Clerk

Mayor

Albert H. Smith and Clara L. Smith, Trustees

Eubene L. LeBlanc, Sole Successor Trustee

Norma Jameson

Diane Christine Denney

Gerald Raymond Jameson

PROMISSORY NOTE

\$ _____ Brawley, California, April __, 2013

FOR VALUE RECEIVED, the undersigned promises to pay to the City of Brawley (“City”) at Brawley, California, the principal sum of \$ _____, as follows: \$ _____ shall be paid prior to completion of annexation proceedings for property referred to as 351 East Highway 78, Brawley, California (APNS: 047-100-003, 049-270-050, 047-100-051, and 047-270-052) (“Property”). If not so paid, then interest shall begin to accrue on the date annexation of the Property is completed and at the same rate the City receives on its investments in the Local Agency Investment fund in effect on the date annexation proceedings are completed and as may be amended from time to time thereafter. Principal and interest shall be paid in full prior to issuance of any building permit for the Property, any change of ownership of the Property or issuance of a building permit for any property contained in the Rancho Porter plan area, whichever event shall first occur. All principal and accrued interest due or which becomes due hereunder shall be paid no later than two years from the date hereof.

Should default be made in payment of principal, the whole sum of principal shall, at the option of the holder of this note, become immediately due together with interest at the legal rate provided by law on judgments. Such interest shall begin to accrue from the date of default. Principal and interest payable in lawful money of the United States. There shall be no prepayment penalty.

If action be instituted on this note, the undersigned promises to pay such sum as the court may adjudge as attorneys' fees.

Albert H. Smith and Clara L. Smith, Trustees

Eugene L. LeBlanc, Sole Successor Trustee

Norma Jameson

Diane Christine Denney

Gerald Raymond Jameson

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME
ADDRESS
CITY
STATE & ZIP

TITLE ORDER NO. ESCROW NO. APN NO.

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS (INDIVIDUAL)

This Deed of Trust, made this _____ day of _____, between _____, herein called Trustor,

whose address is

Stewart Title of California, Inc., herein called Trustee, and

_____ herein called Beneficiary,

Witnesseth: That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE,** that property in _____ County, California, described as:

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ _____ executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the rate secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE
IMPERIAL	9/10/68	1287	574	ORANGE	9/6/68	8714	147	SAN BERNARDINO	9/6/68	7090	14	SANTA BARBARA	9/6/68	2244	922
KERN	9/6/68	4195	363	VENTURA	9/6/68	3363	84	SAN LUIS OBISPO	9/10/68	1489	429	LOS ANGELES	8/28/68	T5910	842
RIVERSIDE	9/10/68	ACCOUNT = 87097 YEAR 1968													
									SERIES 9 BOOK 1968 PAGE 155820						

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA
COUNTY OF _____ } SS.

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

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein

To Protect the Security of This Deed of Trust, Trustor Agrees:

- (1) To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general
 - (2) To provide maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice
 - (3) To appear in and defend any action or proceeding purporting to effect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed
 - (4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, all costs, fees and expenses of this Trust
- Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof or the rights or powers of Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees
- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded
 - (6) That any award of damages in connection with any condemnation for public use or of injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
 - (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his rights either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
 - (8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property, consent to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
 - (9) That upon written request of Beneficiary state that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "The person or persons legally entitled thereto. Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them)
 - (10) That as additional security, Trustor hereby give to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees. Upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
 - (11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.
- After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.
- After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
- (12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
 - (13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby whether or not named as Beneficiary herein in this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
 - (14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

**DO NOT RECORD
REQUEST FOR FULL RECONVEYANCE**

To be used only when note has been paid:

To Stewart Title of California, Inc., Trustee: _____ Dated _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

By _____

By _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

**AGREEMENT TO PAY FOR
ANNEXATION FEES AT A DEFERRED DATE**

This Agreement is made and entered into this ____ day of _____, 2013, by and between the CITY OF BRAWLEY, a Municipal Corporation of the State of California ("City") and Porter Farms, LLC ("Owner").

WHEREAS, Owner is the owner of certain real property located in the unincorporated area of the County of Imperial and in the vicinity of the City of Brawley, County of Imperial, State of California more particularly described in the Attached Exhibit A and referred to as APN: 047-100-004 ("Property"); and

WHEREAS, Owner is seeking annexation of the Property to the City; and

WHEREAS, as part of the requirements for annexation to the City, City ordinance Sections 2.58 et. seq. calls for payment of \$500.00 per acre prior to completion of annexation proceedings; and

WHEREAS, Owner has requested deferral of such payment to the time the first building permit is issued for the Property; and

WHEREAS, City is willing to defer such payment in accordance with the terms set forth herein.

NOW, THEREFORE, In consideration of the mutual promises and covenants hereinafter set forth, it is agreed as follows:

- 1) The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2) Owner agrees to pay annexation fees in the total sum of \$_____ ("Annexation Fee"). The terms of payment are set forth in the promissory note attached hereto as Exhibit B. Among other things, the Annexation fee shall be payable in full upon any change of ownership of the Property, issuance of a building permit for the Property or issuance of a building permit for any property contained in the Rancho Porter plan area, whichever event shall first occur.
- 3) Security for payment of the Annexation Fee shall be in the form of a deed of trust on the Property with City in first position. Owner agrees to

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execute such documents as may be necessary to memorialize the terms of this Agreement including, but not limited to, a promissory note and deed of trust. Such security shall include personal guarantees duly executed by shareholder of Owner.

- 4) In the event that Owner fails to perform any obligations hereunder, Owner agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including cost of suit and reasonable attorney's fees. Owner hereby binds itself, its executors, administrators and assigns, and agrees to indemnify and hold City harmless from any losses, claims, demands, actions, or causes or action in any nature whatsoever, arising out of or in any way connected with failure to perform the obligations set forth in this Agreement.
- 5) This Agreement addresses only the manner in which Owner discharges its obligation for to pay Annexation Fees. It does not address other fees and costs normally associated with Owner's development and Owner remains responsible for such fees and costs.
- 6) This agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior negotiation, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.
- 7) Time is expressly declared to be of the essence in this agreement.
- 8) All notices and communications required under or related to this Agreement shall be in writing and shall be delivered personally or mailed by first class mail, postage prepaid, to the Owner and City at the locations set forth below. Notice shall be considered to have been given on the date of personal delivery or the date of posting in the United States Mail.

To: City of Brawley
383 Main Street
Brawley, California 92227

To: Porter Farms, LLC

ATTEST:

CITY OF BRAWLEY:

City Clerk

Mayor

OWNER: PORTER FARMS, LLC

By:

PROMISSORY NOTE

\$ _____ Brawley, California, April __, 2013

FOR VALUE RECEIVED, the undersigned promises to pay to the City of Brawley ("City") at Brawley, California, the principal sum of \$ _____, as follows: \$ _____ shall be paid prior to completion of annexation proceedings for property referred to as 351 East Highway 78, Brawley, California (APN: 047-100-004) ("Property"). If not so paid, then interest shall begin to accrue on the date annexation of the Property is completed and at the same rate the City receives on its investments in the Local Agency Investment fund in effect on the date annexation proceedings are completed and as may be amended from time to time thereafter. Principal and interest shall be paid in full prior to issuance of any building permit for the Property, any change of ownership of the Property or issuance of a building permit for any property contained in the Rancho Porter plan area, whichever event shall first occur. All principal and accrued interest due or which becomes due hereunder shall be paid no later than two years from the date hereof.

Should default be made in payment of principal, the whole sum of principal shall, at the option of the holder of this note, become immediately due together with interest at the legal rate provided by law on judgments. Such interest shall begin to accrue from the date of default. Principal and interest payable in lawful money of the United States. There shall be no prepayment penalty.

If action be instituted on this note, the undersigned promises to pay such sum as the court may adjudge as attorneys' fees.

Porter Farms, LLC

By: _____

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME
ADDRESS
CITY
STATE & ZIP

TITLE ORDER NO. ESCROW NO. APN NO.

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS (INDIVIDUAL)

This Deed of Trust, made this day of , between , herein called Trustor,

whose address is

Stewart Title of California, Inc., herein called Trustee, and

, herein called Beneficiary,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in County, California, described as:

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the rate secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

Table with columns: COUNTY, DATE, BOOK, PAGE, COUNTY, DATE, BOOK, PAGE, COUNTY, DATE, BOOK, PAGE. Rows include IMPERIAL, KERN, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SAN DIEGO, SANTA BARBARA, LOS ANGELES.

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Signature lines for Trustor and Trustee/Beneficiary.

STATE OF CALIFORNIA
COUNTY OF) SS.

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

WITNESS my hand and official seal.

Signature

(This area for official notarial seal)

DO NOT RECORD

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The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length herein

To Protect the Security of This Deed of Trust, Trustor Agrees:

- (1) To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general
- (2) To provide maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice
- (3) To appear in and defend any action or proceeding purporting to effect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed
- (4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, all costs, fees and expenses of this Trust
- Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees
- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded
- (6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his rights either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property, consent to the making of any map or plot thereof, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (9) That upon written request of Beneficiary state that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "The person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them)
- (10) That as additional security, Trustor hereby give to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sua for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees. Upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby
- After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.
- After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
- (12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
- (13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby whether or not named as Beneficiary herein in this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

**DO NOT RECORD
REQUEST FOR FULL RECONVEYANCE**

To be used only when note has been paid:

To Stewart Title of California, Inc., Trustee:

Dated _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

By _____

By _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

TAX AND FISCAL IMPACT AGREEMENT for ANNEXATION BR 01-08

(Rancho-Porter Specific Plan)

1
2
3 THIS AGREEMENT is made and entered into by and between the COUNTY OF
4 IMPERIAL, a political subdivision of the State of California, hereinafter referred to as "County",
5 and the CITY of BRAWLEY, a municipal corporation, hereinafter referred to as "City."

6 WHEREAS, Section 99 of the Revenue and Taxation Code provides that in case of a
7 jurisdictional change, the governmental bodies of all agencies whose service areas or
8 responsibilities would be altered by such jurisdictional change must agree to accept the negotiated
9 exchange of property tax revenues; and
10

11 WHEREAS, California Government Code Section 56668 requires certain factors be
12 considered in review of any proposal before the Local Agency Formation Commission, hereinafter
13 referred to as "LAFCO", (including the "effect of the proposed action and of alternative actions on
14 adjacent areas, on mutual social and economic interests and on the local government structure of
15 the county"); and

16 WHEREAS, California Government Code Section 56069 defines "Proposal" as a request
17 or statement of intention may be by petition or by resolution of application of a legislative body
18 proposing proceedings for the change of organization or reorganization described in the request or
19 statement of intention; and
20

21 WHEREAS, California Government Code Section 56021 defines "Change of
22 organization" to mean any of the following:(a) a city incorporation;(b) a district formation; (c)
23 an annexation to, or detachment from, a city or district;(d) a disincorporation of a city; (e) a
24 district dissolution; (f) a consolidation of cities or special districts;(g) a merger or establishment
25 of a subsidiary district; and
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1 WHEREAS, LAFCO requires a written agreement between the affected governmental
2 bodies prior to the approval of any annexation to offset any negative fiscal impacts; and

3 WHEREAS, In order to offset the "negative fiscal impacts" to County and City for
4 **ANNEXATION BR 01-08**, County and City are entering into this Agreement; and

5 WHEREAS, The parties have negotiated this Tax and Fiscal Agreement and City has
6 agreed to pay County a designated amount for the exchange of property tax revenues and to offset
7 negative impacts from **ANNEXATION BR 01-08**; and

8 WHEREAS, the current assessed valuation for the territory within **ANNEXATION BR**
9 **01-08**, including improvements, is **\$1,202,400.00**.

10 NOW, THEREFORE, the County and City agree as follows:

11 1. DEFINITIONS.

12 a. "Base year revenues" means property tax revenues accruing to each agency
13 in the current fiscal year, being defined as the fiscal year in which the annexation is accepted by
14 the State Board of Equalization.

15 b. "Tax increment" means that the amount of property tax revenues in excess
16 of base year revenues accruing to each agency (by Tax Rate Area) and resulting from the increase
17 in assessed valuation from one year to the next.

18 c. "TRA" means tax rate area.

19 d. County and City are sometimes hereinafter collectively referred to as
20 "Parties".

21 2. APPORTIONMENT.

22 a. When a special district, including County Fire and Library Districts, gives
23 up its service responsibility in a territory, upon annexation of such territory to a City, the affected
24 special districts shall transfer to the City all of its base year revenues and tax increment attributable
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1 to the annexed territory, effective in the fiscal year following the calendar year in which
2 annexation is completed.

3 b. For jurisdictional changes where the proposed area is agreed to by County
4 and City to be substantially developed, no transfer of the base year revenues is required. The
5 aggregate amount of the tax increment that would accrue to County, as a result of the aforesaid
6 base year revenue apportionment, shall be distributed in the amount of fifty percent (50%) of the
7 increment to the City and fifty percent (50%) of the increment to the County.

8 c. For all other jurisdictional changes, the County shall transfer to the City
9 forty percent (40%) of the base year revenues. The aggregate amount of the tax increment that
10 would accrue to County and City, as a result of the aforesaid base year revenue apportionment,
11 shall be distributed in the amount of fifty percent (50%) of the increment to the City and fifty
12 percent (50%) of the increment to the County.

14 3. APPLICATION.

15 The provisions of this Agreement shall apply to the apportionment of all secured
16 and unsecured property tax revenues, due to **ANNEXATION BR 01-08** to the City.

17 4. FISCAL IMPACT PAYMENT

18 a. To offset the negative impact to County from **ANNEXATION BR 01-08**,
19 the City, as compensation for the discounted negative impacts for the first twenty (20) years of
20 project development, agrees to pay County certain impact fees pursuant to the *Schedule of Fiscal*
21 *Impact Fees Per Unit (residential) and per 1000 Square Foot (nonresidential) – Countywide*
22 attached hereto as Exhibit A. Said fee schedule is pursuant to the Impact Fee Study prepared for
23 the County of Imperial, California, by Tischler Bise dated August 17th, 2006. A copy of said
24 Impact Fee Study is available upon request.
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1 i. If County updates the Impact Fee Study prepared for the County of
2 Imperial, by TischlerBise dated August 17th, 2006, during the term of this Agreement, then the
3 updated Impact Fee Schedule prepared pursuant to the update of the Impact Fee Study shall be
4 used in place and stead of Exhibit A attached hereto.

5 b. Said payment of impact fees shall be made to County by City in a lump
6 sum upon annexation or recordation of the Final Map.

7 c. As an alternative said payments shall be made to County based upon the
8 number of building permits issued by City on a quarterly basis including October 1, January 1,
9 April 1 and July 1 beginning the first quarter following the issuance of any building permit related
10 to **ANNEXATION BR 01-08**.

11 c. All payments shall be sent to County at the following address:

12
13 County of Imperial
14 County Executive Office
15 Attn: County Executive Office
16 940 Main Street, Suite 208
17 El Centro, CA 92243

18 5. TERM OF AGREEMENT.

19 a. This Agreement shall be in effect from the date of execution of this
20 Agreement by County and City. The terms and conditions for **ANNEXATION BR 01-08** shall
21 remain in full force and effect until each term or condition is completely and fully satisfied.

22 6. REDEVELOPMENT

23 Prior to the City including any portion of **ANNEXATION BR 01-08** in the next
24 twenty (20) years covered by this Agreement into a Redevelopment Program or any other program
25 which adversely fiscally impacts County, City and County shall renegotiate and enter into a new
26 and separate agreement which addresses said negative fiscal impacts.

27 7. INTENT OF AGREEMENT.

28
95 DRAFT

1 a. By entering into this Agreement, the parties mutually assume the
2 continuation of a statutory scheme for the distribution of tax revenues that is compatible with the
3 provisions contained herein, and such assumption is a basic intent of this Agreement.

4 b. If any term or provision of this Agreement is held by a court of competent
5 jurisdiction to be void, invalid or otherwise unenforceable, the remaining terms and provisions
6 shall continue in full force and effect.

7 c. This Agreement is made and entered into in Imperial County, California.
8 This agreement shall be construed and enforced in accordance with the laws of the State of
9 California, except that the parties agree that any action brought by either party regarding this
10 Agreement shall be brought in a court of competent jurisdiction in Imperial County, or if
11 appropriate, in the Federal District Court serving Imperial County.
12

13 d. The parties hereto agree to act in good faith and deal fairly with the other
14 party in the performance of this Agreement.

15 e. Notices required hereunder shall be in writing and may be given either
16 personally or by registered or certified mail, postage prepaid, return receipt requested. If given
17 by registered or certified mail, such notice shall be addressed as indicated below and shall be
18 deemed given and received upon the earlier of actual receipt by the party to whom the notice
19 was sent or return of the requested receipt to the party giving notice. Notice personally given
20 shall be deemed given when delivered to the party to whom the notice is addressed. Any party
21 may upon ten (10) days written notice to the other party, change the address where notices are
22 to be sent.
23

24 **NOTICES TO COUNTY**

25 County of Imperial
26 County Executive Office
27 Attention: County Executive Officer
28 940 Main Street, Suite #208
El Centro, CA 92243

WITH COPIES TO

Imperial County LAFCO
Attention: Executive Officer
1122 State Street, Suite D
El Centro, CA 92243

NOTICES TO CITY OF BRAWLEY

City of Brawley
Attention: Rosanna Bayon Moore, City Manager
383 Main Street
Brawley, California 92227
760-351-3048 (phone)
760-351-3088 (fax)

8. **EXECUTION OF AGREEMENT.**

a. The PARTIES herein agree that this Agreement may be executed in counterparts.

b. The PARTIES herein each warrant and represent that they are authorized to execute this Agreement and bind City or County to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in

_____, California, on _____, 2013.

COUNTY OF IMPERIAL

RAYMOND R. CASTILLO, Chairman
Board of Supervisors

ATTEST: _____
BLANCA ACOSTA, Clerk of the
Board of the County of Imperial

APPROVED AS TO FORM:

MICHAEL L. ROOD
County Counsel

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CITY OF BRAWLEY

SAM COUCHMAN
Mayor

ATTEST: _____
JANET P. SMITH,
Deputy Clerk of the City of Brawley

APPROVED AS TO FORM:

DENNIS H. MORITA
City Attorney

COUNTY OF IMPERIAL
FISCAL IMPACT FEES
EFFECTIVE JANUARY 20, 2007

Exhibit A

Units	Total Impact Fee Per Unit	Per Fiscal Impact Studies	Surcharge for Developable Land	Total
	Per Housing Unit			
Residential				
Single Family	\$2,420	\$225	\$72.60	\$2,718
Multi Family	\$1,895	\$276	\$56.85	\$2,228
Mobile Home	\$1,624		\$48.72	\$1,673
Countywide Impact Fee Per 1,000 Square Foot				
Non-Residential				
Com/Shop Ctr (50,000 or less sq ft)	\$671.00	\$80.00	\$20.00	\$771
Com/Shop Ctr (50,001-100,000 sq ft)	\$587.00	\$80.00	\$17.00	\$684
Com/Shop Ctr (100,001-200,000 sq ft)	\$513.00	\$80.00	\$15.00	\$608
Com/Shop Ctr over (200,000 sq ft)	\$449.00	\$80.00	\$13.00	\$542
Office/Inst (25,000 or less sq ft)	\$549.00	\$80.00	\$16.00	\$645
Office/Inst (25,000-50,000 sq ft)	\$502.00	\$80.00	\$15.00	\$597
Office/Inst (50,001-100,000 sq ft)	\$461.00	\$80.00	\$13.00	\$554
Medical-Dental Office	\$700.00	\$80.00	\$21.00	\$801
Hospital	\$470.00	\$80.00	\$14.00	\$564
Business Park	\$407.00	\$80.00	\$12.00	\$499
Light Industrial	\$276.00	\$80.00	\$8.00	\$364
Manufacturing	\$199.00	\$80.00	\$5.00	\$284
Warehousing	\$162.00	\$80.00	\$4.00	\$246
Elementary School	\$216.00	\$80.00	\$6.00	\$302
Other Non-Residential				
Lodging (per room)	\$91.00		\$2.00	\$93
Day Care (per student)	\$55.00		\$2.00	\$57
Nursing Home (per bed)	\$54.00		\$1.00	\$55

Prepared 11/14/2006

Based on TischlerBise Fiscal Impact Fee Study dated August 17, 2006 &

Proposed Fiscal Impact Fee Ordinance



Kathi Jacobs
Director
Government Relations – West Region

April 4, 2013

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

Dear Ms. Bayon Moore:

As you may recall, Time Warner Cable applied for and was granted a state issued franchise for your jurisdiction which became effective upon expiration of the local franchise in January 2013.

As a result of this franchise granted by the State of California, Time Warner Cable's obligation to manage the public, education and government access channels (PEG) terminated. In light of the new regulatory environment Time Warner Cable will cease managing the government access content being transmitted on channel 10 and public access programming being transmitted on channel 74 on behalf of the City of Brawley on or about June 5, 2013.

Please feel free to contact me by e-mail at kathi.jacobs@twcable.com or by phone at (760) 674-5377 if you would like to discuss this further.

Sincerely,


Kathi Jacobs

~~-41-725-Cook Street-~~
~~-Palm Desert, CA 92241-~~

NOTE CHANGE OF ADDRESS
83-473 Avenue 45
Indio, CA 92201

(760) 674-5377

kathi.jacobs@twcable.com



RECORD OF BUILDING PERMITS

March 2013

Prepared by: Francisco Soto, Building Official

Prepared As of: 04-09-13

DATE ISSUED	PERMIT NUMBER	PERMIT DESCRIPTION	ASSESSOR PARCEL NUMBER	ADDRESS	OWNER	ISSUED TO	COST OF IMPROVEMENTS
03/01/13	24695	New Offices	047-010-009-000	57 E. Shank Road	National Beef	Mill Construction	60,000.00
03/01/13	24696	House Remodel	046-353-018	1198 Chestnut Avenue	Robert L. Gonzalez	AJRA Construction	2,500.00
03/01/13	24697	House Remodel	048-093-019	147 "I" Street	Andrea Durazo	Owner	6,922.17
03/01/13	24698	Patio	048-275-014-000	857 Santillan Street	Becky Flammang	Owner	6,444.00
03/01/13	24699	House Remodel	048-073-005	499 S. Sycamore Drive	Bryan Ashurst	George Mitchell Builders, Inc.	1,800.00
03/01/13	24700	Right of Way	046-253-026	592 W. Magnolia Street	Leon Lesicka	Owner	N/A
03/04/13	24701	House Remodel	047-480-087	250 N. Eastern Avenue	Fernando Z. Mata	Owner	8,855.00
03/06/13	24702	New Spa	046-270-018-000	485 W. Magnolia Street	Mr. & Mrs. Callens	California Pools	45,000.00
03/07/13	24703	Hall Addition	049-112-001-000	410 S. Cesar Chavez Street	Hidalgo Society, Inc.	Owner	65,762.00
03/07/13	24704	Car Shade	047-440-008-000	1619 Rive Drive	Clayton Enos Trustee	Duggins Construction, Inc.	10,782.00
03/07/13	24705	Carpport	049-134-004-000	524 "J" Street	Kenneth & Janet Stills	Duggins Construction, Inc.	10,782.00
03/07/13	24706	Electrical	046-270-018-000	485 W. Magnolia Street	Joe Callens	Stills Electric	N/A
03/11/13	24707	Patio	048-340-051-000	857 Corral Court	Enrique & Alicia Castillo	Owner	6,600.00
03/11/13	24708	Patio	049-192-005	925 Ivy Street	Robert Benavides	Owner	7,935.00
03/11/13	24709	Plumbing	046-174-008	162 "C" Street	Beatriz Robles	Campeinos Unidos, Inc.	N/A
03/11/13	24710	Plumbing	049-164-010	607 S. Palm Avenue	Maria Garcia	Campeinos Unidos, Inc.	N/A
03/13/13	24711	Plumbing/ROW	047-345-013-000	625 Main Street	Glen & Sharon Huber	AJRA Construction	N/A
03/13/13	24712	New Sixplex	048-460-022	418 Cool Creek Court,1-6	Sartan Nahar LLC	GHA Enterprises, Inc.	842,309.00
03/13/13	24713	Reroof	048-182-010-000	690 S. Rio Vista	Arthur & Eileen Kuhn	Cifesa General Contractor	6,000.00
03/14/13	24714	Inspection Fee	047-361-014-000	1069 "E" Street	Victor R. Leyva	Owner	N/A
03/14/13	24715	Plumbing/ROW	047-342-015	515 Main Street	Thomas Dam	NS Construction, Inc.	N/A
03-15-13	24716	Electrical	047-050-018-000	1060 N. Imperial Avenue	Imperial Valley Housing Auth.	Franklin's Electric	N/A
03/18/13	24717	Electrical	048-092-005	133 "H" Street	Heriberto Ocejo	Owner	N/A
03/20/13	24718	Electrical	049-124-016	1401 "J" Street	Jose J. Ocano	Owner	N/A
03/22/13	24719	Electrical	046-182-011	219 "D" Street	Jose P. Enz	Owner	N/A
03/22/13	24720	House Remodel	046-313-004	1064 Ridge Park Drive	Marvin Mayne	Owner	3,000.00
03/25/13	24721	Plumbing	048-111-003	322 "G" Street	Wes Lunceford	Jim O'Malley Plumbing	N/A
03/25/13	24722	Revise Plan Fee	047-331-025-000	490 "D" Street	Johnny's Burritos	Trade Mark Construction	N/A
03/25/13	24723	Inspection Fee	046-294-018	253 W. River Drive	Robert W. Feist	Owner	N/A
03/25/13	24724	Pergola	047-122-027	688 N. 5th Street	Ricardo Torres	Owner	2,000.00
03/27/13	24725	Patio	046-363-022-00	1028 Walnut Court	Rosie Amavizca	Owner	7,680.00
03/27/13	24726	House Remodel	048-081-011	372 S. Rio Vista Avenue	Mike Sudduth	Dobbins Construction	27,500.00
03/27/13	24727	Electrical	049-060-044	1400 Main Street	Family Dollar Store	Tom Watson, Inc.	N/A



RECORD OF BUILDING PERMITS

March 2013

Prepared by: Francisco Soto, Building Official

Prepared As of: 04-09-13

DATE ISSUED	PERMIT NUMBER	PERMIT DESCRIPTION	ASSESSOR PARCEL NUMBER	ADDRESS	OWNER	ISSUED TO	COST OF IMPROVEMENTS
03/27/13	24728	Slab	048-340-056-000	828 Arroyo Court	Timothy E. Whitman	Owner	3,630.00
03/28/13	24729	New House	049-192-066	900 Martin Place	Mark Gaddis Construction	Owner	92,235.00
03/28/13	24730	House Remodel	046-144-09	521 N. Imperial Avenue	Angie Tanori	Arrowhead Construction	11,000.00
03/29/13	24731	Reroof	048-162-021	319 "K" Street	Carol Norton	Robert's Custom Roofing	6,000.00