Brawley City Council &
Successor Agency to
Brawley Community Redevelopment Agency
Agenda
Regular Meeting
Tuesday, June 18, 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 Tom Charlton, Full Gospel Church***

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA

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

a. Gustavo Reza regarding regarding IID 2012 Request for Proposals – Local Entity Competitive Mitigation Program. **Pp 6**

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

a. Approve Minutes: May 21, 2013 **Pp 7-11**
June 4, 2013 **Pp 12-16**

b. Approve Accounts Payable: May 31, 2013 **Pp 17**
June 4, 2013 **Pp 18-27**

c. Approve Resolution No. 2013- : Resolution of the City Council of the City of Brawley, California, acting as the Legislative Body of Community Facilities District No. 2005-3 of the City of Brawley (***La Paloma***), authorizing the levy of Special Taxes within Community Facilities District No. 2005-3 for Fiscal Year 2013-2014. **Pp 28-47**

d. Approve Resolution No. 2013- : Resolution of the City Council of the City of Brawley, California, acting as the Legislative Body of Community Facilities District No. 2005-4 of the City of Brawley (***Latigo Ranch***), authorizing the levy of Special Taxes within Community Facilities District No. 2005-4 for Fiscal Year 2013-2014. **Pp 48-61**

e. Approve Resolution No. 2013- : Resolution of the City Council of the City of Brawley, California, acting as the Legislative Body of Community Facilities District No. 2007-1 of the City of Brawley (***Luckey Ranch***), authorizing the levy of Special Taxes within Community Facilities District No. 2007-1 for Fiscal Year 2013-2014. **Pp 62-82**

f. Approve Resolution No. 2013- : Resolution of the City Council of the City of Brawley, California, acting as the Legislative Body of Community Facilities District No. 2006-1 of the City of Brawley (***Malan Park***), authorizing the levy of Special Taxes within Community Facilities District No. 2006-1 for Fiscal Year 2013-2014. **Pp 83-98**

g. Approve Resolution No. 2012- : Resolution of the City Council of the City of Brawley, California, acting as the Legislative Body of Community Facilities District No. 2007-2 of the City of Brawley (***Springhouse***), authorizing the levy of Special Taxes within Community Facilities District No. 2007-2 for Fiscal Year 2013-2014. **Pp 99-115**

h. Approve Resolution No. 2013- : Resolution of the City Council of the City of Brawley, California, acting as the Legislative Body of Community Facilities District No. 2005-1 of the City of Brawley (***Victoria Park***), authorizing the levy of Special Taxes within Community Facilities District No. 2005-1 for Fiscal Year 2013-2014. **Pp 116-130**

i. Reject Claim as recommended by Carl Warren & Company: Shawna Davis vs. City of Brawley. **Pp 131**

j. Resolution No. 2013- : Amending the FY 2012-2013 General Fund Budget in the amount of a $4,896 increase to the Information Technology Budget to reflect expenditures incurred as a result of downtown related video surveillance improvements. **Pp 132-136**

4. REGULAR BUSINESS

a. Adopt 2nd Reading of Ordinance No. 2013- : Ordinance of the City Council of the City of Brawley, California, Repealing and Reenacting Article II of Chapter 22 of the Brawley Municipal Code Relating to Wastewater Treatment. **Pp 137-179**

b. Award bid to Aggregate Products Inc., for Project No. 2013-07 Eastern Avenue Rehabilitation Project in the amount of $899,250.59. **Pp 180-184**

c. Approve Resolution No. 2013- : Resolution of the City Council of the City of Brawley, California approving the Boundaries of the Targeted Employment Area (TEA) and Submission of Application for the Imperial Valley Enterprise Zone. **Pp 185-188**

d. Approve Resolution No. 2013- : Resolution of the City Council of the City of Brawley, California approving the Expansion of the Imperial Valley Enterprise Zone Boundaries. **Pp 189-201**

e. Approve Agreement with the City of El Centro to maintain Traffic Control Signal Systems. **Pp 202-209**

f. Approve Agreement with Kimley-Horn & Associates, Inc. in the amount of $336,690 for the Preparation of Bid Documents and bidding Construction Support Services for the Alyce Gereaux Renovation Project. **Pp 210-237**

g. Authorize Agreement with Psomas in the amount of $50,000 for the preparation of the City of Brawley ADA Transition Plan Phase I. **Pp 238-317**

h. Award bid to Hazard Construction for Project No. 2013-12 Asphalt Rehabilitation of River Drive in the amount of $164,850.00. **Pp 318-321**

i. Award bid to Marco Equipment Company for Project No. 2013-13 Purchase of New Compressed Natural Gas (CNG) Street Sweeper in the amount of $301,455. **Pp 322-324**

j. Award bid to George-Mitchell Builders in the amount of $86,910 for Project No. 2013-10 Police Department Replacement Generator. **Pp 325-330**

k. Authorize Change Order No. 1 to Contract No. 2012-01 Transit Transfer Station in an amount not to exceed $23,638.19. **Pp 331-350**

l. Decline participation in Memorandum of Understanding with Imperial County Air Pollution Control District for Improvements in the amount of $60,000. **Pp 351-353**

5. DEPARTMENTAL REPORTS

a. Richard Rubio, Parks & Recreation Director re: July 4th, 2013

b. Ruben Mireles, Operations Division Manager re: Class A Certification

6. INFORMATIONAL REPORTS

a. Record of Building Permits, May 2013 – Francisco Soto, Building Official **Pp 354-355**

7. CITY COUNCIL REPORTS

8. CITY MANAGER'S REPORT

9. TREASURER'S REPORT

10. CITY ATTORNEY'S REPORT

11. CITY CLERK'S REPORT

12. CLOSED SESSION

ANTICIPATED LITIGATION

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

EXISTING LITIGATION

a. Conference with Legal Counsel – Existing Litigation Paragraph (1) of subdivision (d) of Section 54956.9.

1. John Canaris vs. City of Brawley/CJPIA
2. Administrative Civil Liability Complaint R7-2013-0028 City of Brawley Wastewater Treatment Plant.

ADJOURNMENT Next Regular Meeting, ***Tuesday, July 2, 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.

Alma Benavides, City Clerk

Local Entity

Economic Development Opportunities from IID

Apply for Grants to Grow Your Business

2012 Request for Proposals – Local Entity Competitive Mitigation Program

IID is currently accepting applications for grants of up to $400,000 to promote economic development within the Imperial Valley. You could use these funds to start a business, invest in your existing business, provide community services, renovate your facility or purchase business equipment. Everyone in the Imperial Valley is eligible and encouraged to apply.

This year, IID will award more than 3 million under this program. It is intended to offset socioeconomic impacts resulting from land fallowing implemented by the district within the IID water service territory in furtherance of the QSA and related agreements. The 2012 competitive program provides mitigation for fallowing years 2008-09, 2009-10 and 2010-11.

Detailed information is available by visiting our website:

www.iid.com/localentity

Proposal submission deadline is August 30, 2013 at 5 p.m.

Informational Workshops

The following informational workshops are scheduled to assist applicants in completing the RFP package:

Thursday, May 30, 2013 • Thursday, June 13, 2013

Thursday, June 20, 2013 • Thursday, July 18, 2013

All workshops are from 10 a.m to noon at the William R. Condit Auditorium, 1285 Broadway, El Centro.

If you have any questions or require additional assistance, please contact:

Gustavo Reza (760) 556-0747

DISTRICT WATER POWER

IID

A century of service.

www.iid.com

CITY OF BRAWLEY
May 21, 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, Nava, Wharton
ABSENT: Miranda

The invocation was offered by ***Pastor Mike Neciuk, El Redentor Church***

The pledge of allegiance was led by ***CM Campbell***

APPROVAL OF AGENDA

The agenda was ***approved as amended***. m/s/c Nava/Wharton 4-0 Miranda absent

Added to regular business:

4(c) Resolution No. 2013-28: Resolution of the City Council of the City of Brawley, California, Approving Overall Budget for Fiscal Year 2013/2014 – General, Enterprise and Special Funds.

Removed from regular business:

4(d) Review and Adopt Resolution No. 2013- : Resolution of the City Council of the City of Brawley, California regarding City of Brawley Credit Card Acceptance Policy dated May 21, 2013 was tabled to a later date.

PUBLIC APPEARANCES

Ruth Duarte of Teamsters Local 542 gave an update on the status of Gold Cross Ambulance Service with whom they have been negotiating since January 2013. Discussion items include working conditions, salary, dignity and respect at the work place. Teamsters Local 542 has given Gold Cross Ambulance a 10 day notice to strike.

Rebecca Terrazas-Baxter introduced herself as the Imperial Valley Outreach Coordinator and Grants Specialist for Congressional Representative Juan Vargas, 51st District.

CONSENT AGENDA

The consent agenda was **approved *as amended***: m/s/c Nava/Campbell 4-0 Miranda absent

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

a. ***Approved*** Minutes for the May 7, 2013 and May 9, 2013 meetings.

b. ***Approved*** Accounts Payable Registers for May 2, 2013, May 3, 2013 and May 9, 2013.

c. ***Approved*** Amendment No.8 to Transit Agreement (Dial-A-Ride) with Isabel Pacheco dba Sunrise Driving Services and the City of Brawley for a time extension of 12 months.

d. ***Approved*** letter of support for Senator Diane Feinstein's amendment to the Comprehensive Immigration Reform Bill.

e. ***Approved*** Resolution No. 2013-27: Resolution of the City Council of the City of Brawley, California, amending the FY 2012-2013 General Fund Budget in the amount of $2,000 from City Council's budget to the City Manager's Department for Townsend Public Affairs, Inc. Consultant Services associated with COP's Grant Program.

REGULAR BUSINESS

a. Discussion & Potential Action re: La Gente Boxing Club's request to sell and consume alcohol on a City Street on Saturday, June 8, 2013 during the Boxing Club's annual "Battle of the Badges" boxing exhibition.

Staff Report presented by Richard Rubio, Parks & Recreation Director

This is the club's annual fundraiser that is normally held at the Cattle Call Arena, this year the organization wishes to follow the success of the first annual "Taking Back Main Street" event and hold the boxing exhibition at South Plaza Park. The organizers also request the City of Brawley lend their name as a co-sponsor for the event.

City Council ***approved*** the Request from La Gente Boxing Club's to sell and consume alcohol on a City Street on Saturday, June 8, 2013 during the Boxing Club's annual "Battle of the Badges" boxing exhibition. Staff was directed to work with the event organizer to incorporate the City of Brawley logo as appropriate in promotional materials. **m/s/c Nava/Campbell 4-0 Miranda absent**

b. Review & Accept FY 2011-2012 Audited Financial Statements.

Staff Report presented by Ruby Walla, Finance Director

The audits were conducted by the Certified Public Accounting Firm of Christy White Associates. The audit reports prepared consisted of the Annual Report, Single Audit Report, Transportation Development Act Report and Management Report There were three (3) new findings noted for this fiscal audit and one (1) continuing finding from the 2010 audit. The findings identified are regarding: 1) Bank Reconciliation, 2) Parks & Recreation Cash Receipts, 3) Dial-A-Ride Cash Receipts and 4) Capital Asset Inventory.

FD Walla stated this should be corrected by next fiscal audit

City Council voted to accept FY 2011/2012 Audited Financial Statements. **m/s/c Nava/Campbell 4-0 Miranda absent**

c. Review & Approve FY 2013/2014 Overall Budget for General, Enterprise and Special Funds.

Staff Report prepared by Rosanna Bayon Moore, City Manager

CM Bayon Moore briefed council with a re-cap of the Overall Budget for General, Enterprise and Special Funds with a focus on major elements. The printed budget workbook was provided with the budget memo for Fiscal Year 2013/2014.

The Council **motioned** to approve the General, Special Enterprise Funds Budget; direction was given to contribute $5,000 each to the Film Commission and Imperial Valley Economic Development Commission**. m/s/c Campbell/Nava 4-0 Miranda absent**

e. Discussion and Potential Action regarding League of Cities' Support and Opposition Bills for 2013.

The council ***directed*** the City Manager to prepare letters as recommended by the League of Cities, excluding positions on regarding Charter Cities and Plastic Bags. **m/s/c Campbell/Nava 4-0 Miranda absent**

DEPARTMENTAL REPORTS

a. **Yazmin Arellano, Public Works Director** reported on work The Gas Co conducted which was described as an external corrosion assessment during the week of May 13, 2013; the process involved taking electronic measurements along the entire pipeline every 10 feet. Areas involved were 1) Best Avenue from C to Malan, 2) Malan from Best to Dogwood and 3) South on Dogwood Road 1,000 feet. The

contractor will return in May to finish the reads along Dogwood and complete the road repairs per City specifications.

b. Recruitment Update re: Police Chief

Personnel & Risk Management Administrator Bonillas reported that the advertising cost is estimated at $3,000.

c. Record of Building Permits, January 2013 and three (3) Year Building Permit Summary - Francisco Soto, Building Official

INFORMATIONAL

a. California Transportation Foundation Nomination for Brawley Bypass Project as Finalist. Presentation at a luncheon in Sacramento on May 25, 2013.

b. American Society of Civil Engineers Announcement regarding the City of Brawley's Wastewater Treatment Plant Improvements to Receive the "Award of Excellence" Presentation May 18, 2013, 5:30 PM – 12:00 PM at San Diego Zoo.

TREASURER'S REPORT None

CITY COUNCIL REPORTS

Wharton: Attended Library Board Meeting, dedication of Senior Center Community Garden and kudos to City Manager and Finance Director on the overall of the budget preparation.

Nava: Thanked staff for supporting our community, attended the Senior Center Community Garden dedication, a Solar Boat Race from a school in El Centro that the project was at the Lions Pool and requested consideration to acquire A-1 Plus for future parking lot.

Campbell: Attended Memorial Celebration at Cal Trans Maintenance Office here in Brawley; held 1st Brawley Football Camp, thanked Parks & Recreation for the use of parks facilities and Reach for the donation of Gatorade. Thanks to staff for continued hard work.

Couchman: Attended Memorial Celebration at Caltrans with State Officials on hand; the Senior Center Community Garden Ribbon Cutting ; attended Scholarship Awards presentation at Brawley Union High School.

Miranda: Absent

CITY MANAGER'S REPORT

a. Reminder of Ribbon cutting @ 9:00 am Cattle Call Park.

CITY ATTORNEY'S REPORT – None

ADJOURNED TO CLOSED SESSION 7:35 PM

LABOR RELATIONS NEGOTIATIONS

a. 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 Amendment to the Agreement between the City of Brawley and Teamsters Local 542, dated 03/05/2012.

ANTICIPATED LITIGATION

b. Conference with Legal Counsel; Significant Exposure to Litigation Pursuant to Subdivision (b) of Section 54956.9; Two (2) Potential Cases

PENDING 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 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

d. Conference with Legal Counsel; Existing Litigation (Government Code Section 54956.9(a): City of Brawley/CJPIA vs. Woods.

RECONVENED IN OPEN SESSION

a. The Council unanimously **ratified** the agreement between the City of Brawley and Teamsters Local 542 dated May 21, 2013. m/s/c Nava/Campbell 4-0 Miranda absent

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

Alma Benavides, City Clerk

CITY OF BRAWLEY
June 4, 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*** @ 6:03 PM

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

The invocation was offered by ***CM Campbell***

The pledge of allegiance was led by ***CM Nava***

1. APPROVAL OF AGENDA

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

2. PUBLIC APPEARANCES

Eddie Camillo stated he got arrested by Imperial County Sherriff and wanted to know where to go to get information. Was advised that he needed to contact the Imperial County Sheriff's Department. He also about his status with the complaint against Brawley Police Department.

CA Morita advised Mr. Camillo that there is a process. The Brawley Police Department will complete its investigation and contact him.

Chief of Police Mark Gillmore introduced Marco Ramirez, Brawley's newest Police Officer. Officer Ramirez comes from Indio and is a six (6) year veteran who served in Iraq and Afghanistan. He stated that he plans to retire from here and will give 110% to his new position.

Detective Brian Smith introduced two (2) Brawley Police Explorers Ryan Araujo and Nelson Jimenez. They provided a power point presentation, mentioned upcoming events that include a carwash as a fundraiser for upcoming summer academy.

CM Nava presented the Brawley Police Explorers with a check.

IVEDC Manager Daniel Fitzgerald urged Council to vote no on SB 434 and the Governor's May Revise proposal to save the Enterprise Zone program. Council gave direction to City Manager to prepare final letter.

3. CONSENT AGENDA

The consent agenda was **approved *as submitted***: m/s/c Nava/Wharton 4-0 Miranda absent

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

a. **Approved** Accounts Payable Registers for the May 16, 2013, May 23, 2013 and May 29, 2013 meetings.

b. **Adopted** Resolution No. 2013-29: Resolution of the City Council of the City of Brawley, California Calling and Giving Notice of the Holding of a General Municipal Election to be held on Tuesday, November 5, 2013 for an Election of Certain Officers as required by the Provisions of the Laws of the State of California Relating to General Law Cities.

c. **Adopted** Resolution No. 2013-30: Resolution of the City Council of the City of Brawley, California Requesting the Board of Supervisors of the County of Imperial to Consolidate a General Municipal Election to be held on November 5, 2013, with the School Election to be held on date pursuant to §10403 of the Elections Code.

4. REGULAR BUSINESS

a. Review and adopt the 2012 Water Master Plan and the 2013 Wastewater Master Plan as prepared by Psomas.

Staff Report - Yazmin Arellano, Public Works Director

The City of Brawley Water, Wastewater and Storm water Master Plan provide a comprehensive review and evaluation of the City of Brawley's distribution and collection systems under existing and ultimate building conditions the purpose of a Master Plan is to evaluate the system's capacity accesses its existing condition, and develop a Capital Improvement Program (CIP) for the rehabilitation and expansion of the distribution and collection systems.

The council ***approved*** the adoption of the 2012 Water Master Plan and ant the 2013 Wastewater Master Plan as prepared by Psomas. **m/s/c Campbell/Nava 4-0 Miranda absent**

b. Review and Approve 1st Reading of Ordinance No. 2013-03: Ordinance of the City Council of the City of Brawley, California Sewer Use Ordinance for Users of the Publicly Owned Treatment Works.

Staff Report - Yazmin Arellano, Public Works Director
Power Point Presentation - Dave Bachtel of Lee & Ro

The objectives of the proposed ordinance are:

- Prevent introduction of pollutants into the publicly owned treatment works (POTW) that will interfere with operation.
- Prevent introduction of pollutants into POTW that could pass through, inadequately treated, into receiving waters, or otherwise be incompatible with POTW.
- Protect POTW personnel and public who may be affected by wastewater and sludge in course of employment.
- Promote reuse and recycling of industrial wastewater and sludge from the POTW.
- Provide for fees for equitable distribution of cost of operation, maintenance & improvement of the POTW. Regulated industries should share the cost of the IPP.

Key elements considered are:

- Legal authority
- Local limits
- Identification of non-domestic users
- Compliance monitoring and enforcement program
- Permitting procedures
- Pollutants of concern
- Conformance with EPA and the California Regional Water Quality Control Board requirements

CA Morita informed the City Council that a comment letter dated June 4, 2013 was submitted by Parthenia B. Evans of Stinson Morrison Hecker LLP re: Comments of National Beef California, LP on Proposed Sewer Use Ordinance for Users of the Publicly Owned Treatment Works.

The City Council was provided copies with additional copies available to the public.

The Council ***approved*** the 1st Reading of Ordinance No. 2013-03: Ordinance of the City Council of the City of Brawley, California Sewer Use Ordinance for Users of the Publicly Owned Treatment Works. **m/s/c Wharton/Campbell 4-0 Miranda absent**

AYES: Campbell, Couchman, Nava, Wharton
NOES: None

ABSTAIN: None
ABSENT: Miranda

5. DEPARTMENTAL REPORTS

a. Monthly Staffing report, June 2013 – Shirley Bonillas, Personnel & Risk Management Administrator. The City Council provided unanimous direction to continue to provide monthly reports in 2013/2014. Since the City's budget is now in a balanced state, it is no longer necessary to hold recruitment and formal hire until City Council provides concurrence.

b. Marjo Mello, Brawley Public Library Director announced that the LAMBS Program was awarded a two year grant of $194,000; announced Summer Hours for Public Library and Del Rio Branch; reviewd upcoming Summer Program.

6. CITY COUNCIL REPORTS

Wharton: Wanted to congratulate the Class of 2013.

Nava: Attended the ribbon cutting for Kotori; thanked staff and mentioned to stay safe at your workplace due to the heat.

Campbell: Attended the ribbon cutting for Kotori, SCAG and thanked staff for their hard work.

Miranda: Absent

Couchman: Attended Brawley Chamber Board Meeting; ribbon cutting for Cattle Call Park and Kotori; attended California Transportation Foundation event in Sacramento where Brawley Bypass project was recognized; joined CM Nava at a meeting with National Beef.

7. TREASURER'S REPORT None

8. CITY MANAGER'S REPORT

a. Investment deposits are moving forward with Community Valley Bank and Sun Community Federal Credit Union.

b. Applied to Department of Justice for two School Resource Officers; application included a waiver request for 3 years at 75% federal and 25% local.

c. Inquired about scheduling a "dark" August. It was the consensus of the City Council to proceed as requested unless a time sensitive item arises.

d. Will meet with Superintendent of BUHS regarding shared maintenance responsibilities for Weist Field. The topic will return to Council for future consideration.

9. CITY ATTORNEY'S REPORT None

10. ADJOURNED TO CLOSED SESSION 7:36 PM

ANTICIPATED LITIGATION

a. Conference with Legal Counsel; Significant Exposure to Litigation Pursuant to Subdivision (b) of Section 54956.9; five (5) Potential Cases

EXISTING LITIGATION

b. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9)

1. Jupiter Ventures vs. City of Brawley

ADJOURNMENT Next Regular Meeting, *Tuesday, June 18, 2013 @ 6:00 PM*, City Council Chambers, 383 Main Street, Brawley, California.

_____
Alma Benavides, City Clerk

Check Register Report

Date: 05/31/2013
Time: 9:12 AM
Page: 1

City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
24620	05/31/2013	Printed	A368	AFLAC INC.	Cancer, Disability Withheld	3,107.73
24621	05/31/2013	Printed	C110	COLUMBUS BANK & TRUST	Unreimbursed Medical Deduction	378.84
24622	05/31/2013	Printed	C084	CONTINENTAL AMERICAN INS.	Critical Care Withheld	752.61
24623	05/31/2013	Printed	C240	COURT SERVICES (CIVIL)	Deductions	75.00
24624	05/31/2013	Printed	F689	FRANCHISE TAX BOARD	Deductions	225.00
24625	05/31/2013	Printed	N944	NATIONAL PLAN COORDINATORS	Deferred Compensation 34023301	6,738.90
24626	05/31/2013	Printed	N187	NATIONWIDE RETIREMENT	Deferred Compensation #05270	685.81
24627	05/31/2013	Printed	S325	SUN COMMUNITY FED. CREDIT	Credit Union Deductions	1,821.00
24628	05/31/2013	Printed	U110	UNITED WAY OF IMPERIAL COUN	United Way Deductions	33.00

9 **Checks Total (excluding void checks):** **13,817.89**

Check Register Report

Date: 06/07/2013
Time: 8:59 AM
Page: 1

City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
24629	06/07/2013	Printed	A242	A T & T	Telephone Services 5/19-6/18	242.06
24630	06/07/2013	Printed	A343	ACME SAFETY & SUPPLY CORP.	Message Signs/Rental	365.00
24631	06/07/2013	Printed	A641	KATHLEEN ALLISON	Refund Overpayment/334 I Stree	1,161.84
24632	06/07/2013	Void			Void Check	0.00
24633	06/07/2013	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	403.21
24634	06/07/2013	Printed	A001	YAZMIN ARELLANO	Reimb Travel/ASCE/WWTP	28.93
24635	06/07/2013	Printed	A785	AT&T	U-Verse Internet 4/24-5/23	40.00
24636	06/07/2013	Printed	A461	AT&T-CALNET 2	Telephone Services 4/20-5/19	3,660.70
24637	06/07/2013	Printed	A138	ATCO INTERNATIONAL	Replenish Cream	56.90
24638	06/07/2013	Printed	A592	AUTO ZONE, INC. #2804	Spark Plugs/Parks Weed Eater	32.77
24639	06/07/2013	Printed	A277	AVAYA INC.	Equipment Maint/PW 5/1-6/1	410.22
24640	06/07/2013	Printed	B689	BEAMSPEED INTERNET SERVICE	Wireless Internet 5/29-6/29/13	69.95
24641	06/07/2013	Printed	B440	LIZ BELLOWS	Pre-Employment Hearing Test	150.00
24642	06/07/2013	Printed	B390	BRAWLEY AUTO BODY	Repair & Paint Drop Box	500.00
24643	06/07/2013	Printed	B210	BRAWLEY CHAMBER OF	Branding Iron Award Dinner	350.00
24644	06/07/2013	Printed	B269	BRAWLEY TRACTOR PARTS	Bolts, Nuts, File #65 Parks	71.32
24645	06/07/2013	Printed	B747	BRENNTAG PACIFIC INC.	Sodium Hypochlorite	11,478.96
24646	06/07/2013	Printed	C544	CANON FINANCIAL SERVICES, INC	P.W. Copier Lease May 2013	646.99
24647	06/07/2013	Printed	C545	CANON SOLUTIONS AMERICA	P.W. Copier Maint. May	118.85
24648	06/07/2013	Printed	C549	CANON SOLUTIONS AMERICA, INC	Copier Usuage 4/1-4/30 P.D.	60.00
24649	06/07/2013	Printed	C729	YSAHURA P. CARO	Refund Deposit 341 W B Street	91.89
24650	06/07/2013	Printed	C123	VIRIDIANA Y. CATLETT	Zumba Class Instructor/May	102.00
24651	06/07/2013	Printed	D402	DAPPER TIRE CO., INC.	4 Tires/Shop Stock	746.37
24652	06/07/2013	Printed	D103	DELTA DENTAL	Dental Insurance June 2013	8,602.14
24653	06/07/2013	Printed	T150	ECLIPSE GROUP, LLP	Attorney Services/Jupiter	1,803.50
24654	06/07/2013	Printed	E145	ELMS EQUIPMENT	Autocut Head/Parks	646.26
24655	06/07/2013	Printed	E398	EMPIRE SOUTHWEST LLC	Control Handles #21 Streets	486.89
24656	06/07/2013	Printed	F105	FEDERAL EXPRESS CORP.	Mailings - City Clerk	17.24
24657	06/07/2013	Printed	G691	TERESA GARCIA	Refund Deposit 670 S Eastern	116.64
24658	06/07/2013	Printed	G536	GRAFFIK INDUSTRIES, INC.	Signage/SWAT Training	168.48
24659	06/07/2013	Printed	G075	ANA GUTIERREZ	Reimb Mileage Jan-May 2013	144.64
24660	06/07/2013	Printed	H119	HAAKER EQUIPMENT CO., INC.	Rear Hopper Door Seal #15 Sts	566.85
24661	06/07/2013	Printed	H158	HD SUPPLY WATERWORKS, LTD.	Meter	5,037.11
24662	06/07/2013	Printed	H104	HOLMAN PROFESSIONAL	Employee Assistance Jun 2013	603.06
24663	06/07/2013	Printed	H377	HYDRAULICS & BEARING SUPPLY	Hydraulic Hose #21 Streets	55.68
24664	06/07/2013	Void			Void Check	0.00
24665	06/07/2013	Printed	I301	IMPERIAL HARDWARE CO., INC.	Numbers	1,070.20
24666	06/07/2013	Printed	I103	IMPERIAL IRRIGATION DISTRIC	Power Bills 4/2/13-4/29/13	953.71
24667	06/07/2013	Printed	I133	IMPERIAL VALLEY CYCLE CENTER I	Tires/P.D. Traffic Unit	257.78
24668	06/07/2013	Printed	K797	KEARNY MESA AUTOMOTIVE CO.	Gaskets, Bolts #203 WTP	405.68
24669	06/07/2013	Printed	K731	KEARNY PEARSON FORD, LLC.	Re-Keying Locks/P.D. Cars	658.07
24670	06/07/2013	Printed	K516	KEMIRA WATER SOLUTIONS, INC	Ferric Sulfate	5,417.60
24671	06/07/2013	Printed	K793	KME FIRE APPARATUS	Air Valve Bleeder	1,034.10
24672	06/07/2013	Printed	L223	LANDMARK CONSULTANTS, INC.	Soil Sampling/EOC	1,132.85
24673	06/07/2013	Printed	L599	LEE & RO. INC.	On Call National Beef Support	3,105.23
24674	06/07/2013	Printed	M069	MACHWELD SHOP SERVICE	Repair Cylinder Heads #203	488.79
24675	06/07/2013	Printed	M997	MAIN STREET SIGNS	Stop Signs	999.19
24676	06/07/2013	Printed	M714	MANPOWER	Temp Services Thru 5/19	883.68
24677	06/07/2013	Printed	N045	NORTHEND AUTOPARTS, INC.	Rivets/Shop	396.19
24678	06/07/2013	Printed	0567	JIM O'MALLEY PLUMBING	Clips	121.48
24679	06/07/2013	Printed	O125	OFFICE SUPPLY CO.	Blue Pens	538.39
24680	06/07/2013	Printed	O901	ORANGE COMMERCIAL CREDIT	Microbiology Analysis	1,541.00

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
24681	06/07/2013	Printed	P081	DAVID PEREZ	Refund Deposit/1071 Mesquite	115.25
24682	06/07/2013	Printed	P919	ROBERT PEREZ	Refund Deposit/1059 Pine Ct	191.74
24683	06/07/2013	Printed	P110	PESTMASTER SERVICES	Pest Control Services	35.00
24684	06/07/2013	Printed	P113	PETTY CASH -CITY CLERK	Petty Cash-City Clerk	109.05
24685	06/07/2013	Printed	P255	PITNEY BOWES PURCHASE POWER	Postage/Police Dept	315.00
24686	06/07/2013	Printed	P188	PLUMMER UPHOLSTERY	Bucket Seat/#211 Parks	209.60
24687	06/07/2013	Printed	P903	PRINCIPAL FINANCIAL GROUP	Life Insurance/June 2013	3,830.78
24688	06/07/2013	Printed	P558	PRO RECORD STORAGE, INC.	Document Storage 5/1-5/31	127.90
24689	06/07/2013	Printed	P342	PSOMAS & ASSOCIATES, INC.	Services/Transit Station	3,621.60
24690	06/07/2013	Printed	P104	PUBLIC EMPLOYEES RETIREMENT	05/14/2013-5/27/2013 PERS	91,722.47
24691	06/07/2013	Printed	R651	R.J. SAFETY SUPPLY CO., INC	Safety Glasses	215.22
24692	06/07/2013	Printed	R107	RAIN FOR RENT	Ball Valve	14.54
24693	06/07/2013	Printed	R434	THE ROCK COFFEE SHOP & CAFE	Fruit Tray/Groundbreaking	54.81
24694	06/07/2013	Printed	R760	RR DONNELLEY	Citations	888.15
24695	06/07/2013	Printed	R852	ROMAN RUBIO	Basketball Scorekeeper 5/30/13	32.00
24696	06/07/2013	Printed	S155	SAN DIEGO COUNTY	Police Radio System Fees/May	1,855.00
24697	06/07/2013	Printed	S871	SIGMANET, INC.	Wireless Routers	4,895.60
24698	06/07/2013	Printed	G985	SIMPLEXGRINNEL FIRE	Fire Extinguisher Maint	508.66
24699	06/07/2013	Printed	S412	SONIA CORINA, INC.	Dial A Ride Services June 2013	18,040.00
24700	06/07/2013	Printed	M965	MARIA MACIAS SONICO	Aqua Zumba Instructor/May	633.25
24701	06/07/2013	Printed	S760	SPECTRUM	Video Tape Council Mtg 5/7/13	800.00
24702	06/07/2013	Printed	S849	STILLS ELECTRIC	Repull Wire South Pole/Willard	1,199.40
24703	06/07/2013	Printed	S977	STEVEN SULLIVAN	Reimb. QSD Cert. Renewal	95.00
24704	06/07/2013	Printed	T808	TIME WARNER CABLE	Internet Access	139.90
24705	06/07/2013	Printed	T306	TIMEPAYMENT CORP.	Water Purification Rental/May	65.43
24706	06/07/2013	Printed	T102	JOSE TORRES	Refund Deposit/347 A Street	96.38
24707	06/07/2013	Printed	U411	U.S. HEALTHWORKS MEDICAL IN	POST Medical Evaluation	500.00
24708	06/07/2013	Printed	U167	UNDERGROUND SERVICE ALERT,	Dig Alert Tickets	81.00
24709	06/07/2013	Printed	U630	UNITED PARCEL SERVICE, INC	Shipping Charges	112.52
24710	06/07/2013	Printed	U602	USA BLUEBOOK, INC	Pry Bar, Connectors, Tubing	391.40
24711	06/07/2013	Printed	V956	RUDY VALLARTA	Basketball Referee 5/30/13	80.00
24712	06/07/2013	Printed	V079	VERIZON WIRELESS SERVICES L	MDC Network Connection	1,934.72
24713	06/07/2013	Printed	V452	VISION SERVICE PLAN (CA), I	June Vision Insurance	2,459.16
24714	06/07/2013	Printed	W833	WATER TECH	Fittings, Plugs	48.04
24715	06/07/2013	Printed	W319	JOSHUA AARON WISE	Basketball Scorekeeper 5/30	32.00
			87		**Checks Total (excluding void checks):**	**193,490.96**

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: City Council						
101-111.000-721.110	Food and g	PETTY CASH -CITY CLERK Petty Cash-City Clerk	24684		05/28/2013	32.97
101-111.000-730.200	Technical	BRAWLEY CHAMBER OF COMMERCE Branding Iron Award Dinner	24643	13131	05/31/2013	306.25
101-111.000-730.200	Technical	SPECTRUM Video Tape Council Mtg 5/21/13	24701	11171	05/24/2013	400.00
101-111.000-730.200	Technical	SPECTRUM Video Tape Council Mtg 5/7/13	24701	11154	05/14/2013	400.00
101-111.000-750.200	Communicat	VERIZON WIRELESS SERVICES L IPads Broadband & IPad	24712	9704940264	05/15/2013	171.04
				Total City Council		1,310.26
Dept: City Clerk						
101-112.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	692.33
101-112.000-740.400	Rent	PRO RECORD STORAGE, INC. Document Storage 5/1-5/31	24688	0012361	06/01/2013	127.90
101-112.000-750.210	Postage	FEDERAL EXPRESS CORP. Mailings - City Clerk	24656	2-283-69344	05/24/2013	17.24
				Total City Clerk		837.47
Dept: City Manager						
101-131.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	769.76
101-131.000-730.200	Technical	BRAWLEY CHAMBER OF COMMERCE Branding Iron Award Dinner	24643	13131	05/31/2013	43.75
				Total City Manager		813.51
Dept: Finance						
101-151.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	1,735.79
101-151.000-721.900	Small tool	OFFICE SUPPLY CO. Keyboard Tray	24679	464577-1	05/28/2013	180.78
101-151.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 4/20-5/19	24636		05/20/2013	59.12
				Total Finance		1,975.69
Dept: Utility Billing						
101-152.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	803.63
101-152.000-721.900	Small tool	OFFICE SUPPLY CO. Keyboard Tray	24679	464577-1	05/28/2013	180.79
				Total Utility Billing		984.42
Dept: Personnel						
101-153.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	430.37
101-153.000-720.100	Office sup	OFFICE SUPPLY CO. Printer Ink, Copy Paper	24679	464578-0	05/24/2013	164.64
101-153.000-720.100	Office sup	OFFICE SUPPLY CO. Blue Pens	24679	464578-1	05/28/2013	12.18
101-153.000-730.200	Technical	LIZ BELLOWS Pre-Employment Hearing Test	24641	1316918469	05/21/2013	150.00
				Total Personnel		757.19
Dept: City Attorney						
101-161.000-730.100	Profession	ECLIPSE GROUP, LLP Attorney Services/Jupiter	24653	38646	05/21/2013	1,803.50
				Total City Attorney		1,803.50
Dept: Planning						
101-171.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	735.67
101-171.000-740.100	Repair & m	CANON SOLUTIONS AMERICA Planning Copier Maint. May	24647	987984356	05/02/2013	69.89
101-171.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 4/20-5/19	24636		05/20/2013	141.70
				Total Planning		947.26
Dept: Information technology						

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Information technology						
101-181.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	491.03
101-181.000-721.900	Small tool	SIGMANET, INC. Wireless Routers	24697	438004	05/22/2013	4,895.60
101-181.000-721.900	Small tool	VERIZON WIRELESS SERVICES L IPads Broadband & IPad	24712	9704940264	05/15/2013	791.38
101-181.000-750.200	Communicat	VERIZON WIRELESS SERVICES L IPads Broadband & IPad	24712	9704940264	05/15/2013	38.01
				Total Information technology		6,216.02
Dept: Non-departmental						
101-191.000-720.800	Janitorial	PETTY CASH -CITY CLERK Petty Cash-City Clerk	24684		05/28/2013	76.08
101-191.000-730.200	Technical	LANDMARK CONSULTANTS, INC. Soil Sampling/EOC	24672	LE0413-43	04/24/2013	746.85
101-191.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	24633	LYUM739435	05/31/2013	18.05
101-191.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	24633	LYUM739433	05/31/2013	15.00
101-191.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 4/20-5/19	24636		05/20/2013	326.51
				Total Non-departmental		1,182.49
Dept: Police Protection						
101-211.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	3,169.17
101-211.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	30,032.81
101-211.000-720.100	Office sup	RR DONNELLEY Citations	24694	361956791	05/14/2013	888.15
101-211.000-720.500	Electrical	IMPERIAL HARDWARE CO., INC. Wall Plate, Electrical Box	24665	315817/2	06/03/2013	8.65
101-211.000-721.200	Other oper	GRAFFIK INDUSTRIES, INC. Signage/SWAT Training	24658	1569	05/24/2013	168.48
101-211.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Numbers	24665	314625/2	05/22/2013	8.42
101-211.000-730.100	Profession	U.S. HEALTHWORKS MEDICAL IN POST Medical Evaluation	24707	2286066-CA	05/10/2013	500.00
101-211.000-730.200	Technical	PESTMASTER SERVICES Pest Control Services	24683	1342020	05/06/2013	35.00
101-211.000-740.100	Repair & m	CANON SOLUTIONS AMERICA, INC Copier Usuage 4/1-4/30 P.D.	24648	4009595143	05/11/2013	60.00
101-211.000-740.100	Repair & m	IMPERIAL VALLEY CYCLE CENTER I Tires/P.D. Traffic Unit	24667	35979	05/31/2013	257.78
101-211.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	24633	LYUM739434	05/31/2013	101.19
101-211.000-740.400	Rent	TIMEPAYMENT CORP. Water Purification Rental/May	24705	32942864-0613	05/15/2013	65.43
101-211.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 4/20-5/19	24636		05/20/2013	1,406.70
101-211.000-750.200	Communicat	SAN DIEGO COUNTY Police Radio System Fees/May	24696	13BRAWPDN11	06/01/2013	1,855.00
101-211.000-750.200	Communicat	VERIZON WIRELESS SERVICES L MDC Network Connection	24712	9704940263	05/15/2013	934.29
101-211.000-750.210	Postage	PITNEY BOWES PURCHASE POWER Postage/Police Dept	24685		05/17/2013	315.00
				Total Police Protection		39,806.07
Dept: Graffiti Abatement						
101-211.300-730.200	Technical	MANPOWER Temp Services Thru 5/26	24676	25641857	05/26/2013	252.48
101-211.300-730.200	Technical	MANPOWER Temp Services Thru 5/19	24676	25610550	05/19/2013	631.20
				Total Graffiti Abatement		883.68
Dept: Fire Department						
101-221.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	12,342.43
101-221.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 4/20-5/19	24636		05/20/2013	210.83

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Fire Department						
				Total Fire Department		12,553.26
Dept: Fire Station #2						
101-221.100-750.200	Communicat	A T & T Telephone Services 5/19-6/18	24629		05/19/2013	242.06
101-221.100-750.200	Communicat	AT&T U-Verse Internet 4/24-5/23	24635		05/23/2013	40.00
				Total Fire Station #2		282.06
Dept: Building Inspection						
101-231.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	1,278.08
101-231.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 4/20-5/19	24636		05/20/2013	92.87
				Total Building Inspection		1,370.95
Dept: Animal Control						
101-241.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	293.89
101-241.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Deadbolt, Bottle, Brush	24665	315300/2	05/29/2013	30.21
101-241.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Soap, Gloves, Bleach	24665	314739/2	05/23/2013	47.47
101-241.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Uniform Cleaning Service	24633	LYUM737452	05/27/2013	6.56
101-241.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Uniform Cleaning Service	24633	LYUM735085	05/20/2013	42.31
				Total Animal Control		420.44
Dept: Engineering						
101-311.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	2,653.15
101-311.000-721.110	Food and g	THE ROCK COFFEE SHOP & CAFE Fruit Tray/Groundbreaking	24693		05/22/2013	54.81
101-311.000-730.100	Profession	PSOMAS & ASSOCIATES, INC. Services/Transit Station	24689	88485	05/14/2013	1,627.05
101-311.000-740.100	Repair & m	AVAYA INC. Equipment Maint/PW 5/1-6/1	24639	2732571409	05/22/2013	102.56
101-311.000-740.100	Repair & m	CANON SOLUTIONS AMERICA P.W. Copier Maint. May	24647	987994289	05/14/2013	48.96
101-311.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	24633	LYUM737451	05/27/2013	26.02
101-311.000-740.400	Rent	CANON FINANCIAL SERVICES, INC P.W. Copier Lease May 2013	24646	2079606	05/02/2013	646.99
101-311.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 4/20-5/19	24636		05/20/2013	430.46
101-311.000-750.200	Communicat	TIME WARNER CABLE Internet Access	24704	8448 42 002 0055391	06/02/2013	139.90
101-311.000-750.210	Postage	UNITED PARCEL SERVICE, INC Shipping Charges	24709	2XX926203	05/18/2013	112.52
101-311.000-750.400	Travel	YAZMIN ARELLANO Reimb Travel/ASCE/WWTP	24634		06/05/2013	28.93
101-311.000-750.400	Travel	ANA GUTIERREZ Reimb Mileage Jan-May 2013	24659		06/03/2013	144.64
101-311.000-750.650	Taxes, Fee	STEVEN SULLIVAN Reimb. QSD Cert. Renewal	24703	640351	06/03/2013	95.00
				Total Engineering		6,110.99
Dept: Community Development						
101-411.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	458.43
101-411.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 4/20-5/19	24636		05/20/2013	92.86
				Total Community Development		551.29
Dept: Parks						
101-511.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	2,051.59
				Total Parks		2,051.59

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Recreation & Lions Center						
101-521.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	1,214.98
101-521.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 4/20-5/19	24636		05/20/2013	353.60
				Total Recreation & Lions Center		1,568.58
Dept: Recreation Leagues						
101-521.100-730.200	Technical	VIRIDIANA Y. CATLETT Zumba Class Instructor/May	24650	512913	05/30/2013	102.00
101-521.100-730.200	Technical	ROMAN RUBIO Basketball Scorekeeper 5/30/13	24695		05/30/2013	32.00
101-521.100-730.200	Technical	MARIA MACIAS SONICO Aqua Zumba Instructor/May	24700	8132112-8	05/30/2013	633.25
101-521.100-730.200	Technical	RUDY VALLARTA Basketball Referee 5/30/13	24711		05/30/2013	80.00
101-521.100-730.200	Technical	JOSHUA AARON WISE Basketball Scorekeeper 5/30	24715		05/30/2013	32.00
				Total Recreation Leagues		879.25
Dept: Senior Citizens Center						
101-522.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 4/20-5/19	24636		05/20/2013	84.89
				Total Senior Citizens Center		84.89
Dept: Library						
101-551.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	1,357.45
101-551.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 4/20-5/19	24636		05/20/2013	69.66
				Total Library		1,427.11
Dept: Library Grant - LAMBS						
101-551.100-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	490.22
				Total Library Grant - LAMBS		490.22
					Fund Total	85,308.19
Fund: Gas Tax						
Dept: Street Maintenance & Improve.						
211-312.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	1,052.88
211-312.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Trash Bags/ROW Clean Up	24665	315450/2	05/30/2013	13.58
211-312.000-721.200	Other oper	MAIN STREET SIGNS Stop Signs	24675	16696	05/21/2013	999.19
211-312.000-740.400	Rent	ACME SAFETY & SUPPLY CORP. Message Signs/Rental	24630	083536-00	04/29/2013	365.00
				Total Street Maintenance & Improve.		2,430.65
					Fund Total	2,430.65
Fund: Measure D - Sales Tax						
Dept: Street Maintenance & Improve.						
215-312.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	292.42
				Total Street Maintenance & Improve.		292.42
					Fund Total	292.42
Fund: Dial-A-Ride						
Dept: Dial - a - Ride						
221-193.000-730.200	Technical	SONIA CORINA, INC. Dial A Ride Services June 2013	24699	1365	06/03/2013	18,040.00
				Total Dial - a - Ride		18,040.00

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Dial-A-Ride						
					Fund Total	18,040.00
Fund: Capital Projects - Streets						
Dept: Cattle Call Improvements						
421-312.221-730.100	Profession	PSOMAS & ASSOCIATES, INC. Pedestrian & Bike Improvements	24689	88482	05/14/2013	1,994.55
				Total Cattle Call Improvements		1,994.55
					Fund Total	1,994.55
Fund: Water						
Dept:						
501-000.000-205.200	Water depo	YSAHURA P. CARO Refund Deposit 341 W B Street	24649		06/01/2013	91.89
501-000.000-205.200	Water depo	TERESA GARCIA Refund Deposit 670 S Eastern	24657		06/01/2013	116.64
501-000.000-205.200	Water depo	ROBERT PEREZ Refund Deposit/1059 Pine Ct	24682		06/01/2013	191.74
501-000.000-205.200	Water depo	DAVID PEREZ Refund Deposit/1071 Mesquite	24681		06/01/2013	115.25
501-000.000-205.200	Water depo	JOSE TORRES Refund Deposit/347 A Street	24706		06/01/2013	96.38
				Total		611.90
Dept: Water Treatment						
501-321.000-440.710	Water sale	KATHLEEN ALLISON Refund Overpayment/334 I Stree	24631		06/06/2013	1,161.84
501-321.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	3,554.58
501-321.000-720.300	Chemicals	BRENNTAG PACIFIC INC. Sodium Hypochlorite	24645	BPI303420	05/08/2013	6,097.85
501-321.000-720.300	Chemicals	BRENNTAG PACIFIC INC. Sodium Hypochlorite	24645	BPI306478	05/20/2013	5,381.11
501-321.000-720.300	Chemicals	KEMIRA WATER SOLUTIONS, INC Ferric Sulfate	24670	9017332202	05/08/2013	5,417.60
501-321.000-720.500	Electrical	IMPERIAL HARDWARE CO., INC. Photo Controls, Bulbs	24665	314368/2	05/21/2013	82.98
501-321.000-720.600	Plumbing s	USA BLUEBOOK, INC Pry Bar, Connectors, Tubing	24710	961506	05/15/2013	391.40
501-321.000-720.600	Plumbing s	WATER TECH Coupling Slip	24714	212823	05/31/2013	2.10
501-321.000-720.600	Plumbing s	WATER TECH Sprinkler Pop Ups	24714	212418	05/22/2013	22.39
501-321.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Fittings, Plugs	24665	212379	05/21/2013	23.55
501-321.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Spray Paint, Straw Hat	24665	314510/2	05/22/2013	29.29
501-321.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Gloves, Spray Paint	24665	314605/2	05/22/2013	30.86
501-321.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Spay Paint	24665	314656/2	05/23/2013	21.56
501-321.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Carton Tape	24665	314737/2	05/23/2013	8.79
501-321.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Shop Towel, Spray Paint	24665	315139/2	05/28/2013	38.50
501-321.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC Safety Glasses	24691	313782-00	05/22/2013	17.28
501-321.000-721.900	Small tool	IMPERIAL HARDWARE CO., INC. Canopy	24665	314263/2	05/20/2013	180.04
501-321.000-721.900	Small tool	IMPERIAL HARDWARE CO., INC. Folding Tables	24665	622041/5	05/21/2013	183.35
501-321.000-730.100	Profession	LANDMARK CONSULTANTS, INC. Slope Elevations/WTP	24672	LE0531/24	05/21/2000	386.00
501-321.000-730.200	Technical	ORANGE COMMERCIAL CREDIT Aluminum Analysis	24680	6068	05/07/2013	910.00
501-321.000-730.200	Technical	ORANGE COMMERCIAL CREDIT Mircrobiology Analysis	24680	6078	05/13/2013	328.00
501-321.000-730.200	Technical	ORANGE COMMERCIAL CREDIT Microbiology Analysis	24680	6089	05/20/2013	303.00

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Water						
Dept: Water Treatment						
501-321.000-730.200	Technical	RAIN FOR RENT	24692		05/28/2013	14.54
		Ball Valve		037542137		
501-321.000-730.200	Technical	STILLS ELECTRIC	24702		05/17/2013	1,071.90
		Repull Wire South Pole/Willard		2403		
501-321.000-740.100	Repair & m	AVAYA INC.	24639		05/22/2013	102.55
		Equipment Maint/PW 5/1-6/1		2732571409		
501-321.000-740.100	Repair & m	SIMPLEXGRINNEL FIRE PROTECTION	24698		05/09/2013	508.66
		Fire Extinguisher Maint		6896249		
501-321.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV.	24633		05/17/2013	66.42
		Cleaning Services		LYUM734607		
501-321.000-740.400	Rent	ELMS EQUIPMENT	24654		05/14/2013	463.69
		Knuckle Boom Rental		1058712-0001		
501-321.000-750.200	Communicat	AT&T-CALNET 2	24636		05/20/2013	214.62
		Telephone Services 4/20-5/19				
				Total Water Treatment		27,014.45
Dept: Water Distribution						
501-322.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT	24690		05/31/2013	3,085.14
		05/14/2013-5/27/2013 PERS				
501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD.	24661		04/04/2013	641.63
		Meters		6480273		
501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD.	24661		04/05/2013	641.63
		Meters		6482452		
501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD.	24661		04/23/2013	562.27
		Meter Valves, Bolts, Nuts		7951476		
501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD.	24661		05/09/2013	566.48
		Meter Valve, Flange, Gasket		9372539		
501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD.	24661		05/09/2013	162.00
		Rubber Meter Washers		8416595		
501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD.	24661		05/08/2013	998.40
		Adapter, Pipe		9052937		
501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD.	24661		05/22/2013	181.44
		Register		9940996		
501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD.	24661		05/22/2013	962.44
		Meters		9858092		
501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD.	24661		05/23/2013	320.82
		Meter		9585119		
501-322.000-720.600	Plumbing s	JIM O'MALLEY PLUMBING	24678		05/15/2013	30.78
		Copper Tee		84462		
501-322.000-720.600	Plumbing s	JIM O'MALLEY PLUMBING	24678		05/01/2013	90.70
		Clips		84352		
501-322.000-721.200	Other oper	ELMS EQUIPMENT	24654		04/22/2013	47.01
		Spark Plugs		1058391-0001		
501-322.000-721.200	Other oper	ELMS EQUIPMENT	24654		05/16/2013	49.57
		Chain Loop		1058792-0001		
501-322.000-721.200	Other oper	ELMS EQUIPMENT	24654		05/28/2013	28.51
		Chain		1058934-0001		
501-322.000-721.200	Other oper	ELMS EQUIPMENT	24654		05/31/2013	14.85
		Fuel Cap/Sprayer		1059002-0001		
501-322.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC.	24665		05/23/2013	167.71
		Concrete Mix		314669/2		
501-322.000-725.200	Electricit	IMPERIAL IRRIGATION DISTRIC	24666		05/29/2013	948.31
		Power Bills 4/26/13-5/28/13				
501-322.000-740.100	Repair & m	AVAYA INC.	24639		05/22/2013	102.56
		Equipment Maint/PW 5/1-6/1		2732571409		
501-322.000-750.200	Communicat	AT&T-CALNET 2	24636		05/20/2013	66.80
		Telephone Services 4/20-5/19				
501-322.000-750.200	Communicat	UNDERGROUND SERVICE ALERT, INC	24708		05/01/2013	81.00
		Dig Alert Tickets		420130065		
				Total Water Distribution		9,750.05
					Fund Total	37,376.40
Fund: Wastewater						
Dept: Wastewater Collection						
511-331.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT	24690		05/31/2013	925.00
		05/14/2013-5/27/2013 PERS				
511-331.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC	24691		05/21/2013	197.94
		Gloves, Terry Towels		313817-00		

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Wastewater						
Dept: Wastewater Collection						
511-331.000-725.200	Electricit	IMPERIAL IRRIGATION DISTRIC Power Bills 4/2/13-4/29/13	24666		05/21/2013	5.40
511-331.000-740.100	Repair & m	AVAYA INC. Equipment Maint/PW 5/1-6/1	24639	2732571409	05/22/2013	102.55
511-331.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 4/20-5/19	24636		05/20/2013	31.66
				Total Wastewater Collection		1,262.55
Dept: Wastewater treatment						
511-332.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	2,186.16
511-332.000-720.500	Electrical	ATCO INTERNATIONAL Replenish Cream	24637	I0374537	04/30/2013	56.90
511-332.000-730.100	Profession	LEE & RO. INC. On Call National Beef Support	24673	466-59/03	05/08/2013	3,105.23
511-332.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 4/20-5/19	24636		05/20/2013	78.42
511-332.000-750.200	Communicat	BEAMSPEED INTERNET SERVICE Wireless Internet 5/29-6/29/13	24640	337526	05/29/2013	69.95
				Total Wastewater treatment		5,496.66
					Fund Total	6,759.21
Fund: Maintenance						
Dept: Vehicle Maintenance Shop						
601-801.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	789.02
601-801.000-720.400	Automotive	AUTO ZONE, INC. #2804 Wiper Blades #931 P.D.	24638	2804785455	05/21/2013	8.63
601-801.000-720.400	Automotive	AUTO ZONE, INC. #2804 Radiator Fan Relay #45 Parks	24638	2804793240	05/30/2013	11.22
601-801.000-720.400	Automotive	BRAWLEY TRACTOR PARTS Bolts, Nuts, File #65 Parks	24644	34360	05/22/2013	44.59
601-801.000-720.400	Automotive	BRAWLEY TRACTOR PARTS Oil Filter/LAMBS Bus	24644	34361	05/22/2013	5.61
601-801.000-720.400	Automotive	HAAKER EQUIPMENT CO., INC. Rear Hopper Door Seal #15 Sts	24660	C95580	05/20/2013	566.85
601-801.000-720.400	Automotive	HYDRAULICS & BEARING SUPPLY IN Hydraulic Hose #21 Streets	24663	26455	05/23/2013	55.68
601-801.000-720.400	Automotive	IMPERIAL HARDWARE CO., INC. Window Insulation #16 Streets	24665	315514/2	05/30/2013	5.56
601-801.000-720.400	Automotive	KEARNY MESA AUTOMOTIVE CO. Door Molding #205 Streets	24668	333553	05/30/2013	43.16
601-801.000-720.400	Automotive	KEARNY MESA AUTOMOTIVE CO. Gaskets, Bolts #203 WTP	24668	333586	05/30/2013	362.52
601-801.000-720.400	Automotive	KEARNY PEARSON FORD, LLC. Return Core	24669	689839	04/23/2013	-108.00
601-801.000-720.400	Automotive	KEARNY PEARSON FORD, LLC. Cylinder Lock Assemblies	24669	699065	05/20/2013	158.07
601-801.000-720.400	Automotive	KME FIRE APPARATUS Toggle Valve Switch #3913 F.D.	24671	CA521907	05/08/2013	54.50
601-801.000-720.400	Automotive	KME FIRE APPARATUS Windshield, Moldings #3913 F.D	24671	CA522019	05/17/2013	891.24
601-801.000-720.400	Automotive	KME FIRE APPARATUS Air Valve Bleeder	24671	CA522037	05/20/2013	88.36
601-801.000-720.400	Automotive	NORTHEND AUTOPARTS, INC. Sheet Metal Rivets/Shop	24677	468771	05/30/2013	21.47
601-801.000-720.400	Automotive	NORTHEND AUTOPARTS, INC. Starter, Core #26 Streets	24677	467683	05/17/2013	340.51
601-801.000-720.400	Automotive	NORTHEND AUTOPARTS, INC. Air Fitting #3912 F.D.	24677	467994	05/21/2013	21.97
601-801.000-720.400	Automotive	NORTHEND AUTOPARTS, INC. Rivets/Shop	24677	468678	05/29/2013	12.24
601-801.000-720.400	Automotive	PLUMMER UPHOLSTERY Bucket Seat/#211 Parks	24686	18233	05/23/2013	209.60
601-801.000-720.410	Tires	DAPPER TIRE CO., INC. 4 Tires/Shop Stock	24651	901256530	05/22/2013	746.37
601-801.000-720.500	Electrical	BRAWLEY TRACTOR PARTS Batteries/Shop	24644	34359	05/22/2013	21.12

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Maintenance						
Dept: Vehicle Maintenance Shop						
601-801.000-720.700	Constructi	IMPERIAL HARDWARE CO., INC. Copper Pipe, Fittings/Shop	24665	315574/2	05/31/2013	181.01
601-801.000-720.700	Constructi	IMPERIAL HARDWARE CO., INC. Construction Tape, Valve/Shop	24665	315595/2	05/31/2013	32.22
601-801.000-721.200	Other oper	AUTO ZONE, INC. #2804 Spark Plugs/Parks Weed Eater	24638	2804793294	05/30/2013	12.92
601-801.000-721.900	Small tool	ELMS EQUIPMENT Autocut Head/Parks	24654	1058985-0001	05/30/2013	42.63
601-801.000-730.200	Technical	KEARNY PEARSON FORD, LLC. Re-Keying Locks/P.D. Cars	24669	Z42184	05/29/2013	608.00
601-801.000-740.100	Repair & m	BRAWLEY AUTO BODY Repair & Paint Drop Box	24642	14341	05/29/2013	500.00
601-801.000-740.100	Repair & m	MACHWELD SHOP SERVICE Repair Cylinder Heads #203	24674	7510	05/31/2013	488.79
601-801.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	24633	LYUM737450	05/21/2013	32.03
601-801.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Uniform Cleaning Service	24633	LYUM737449	05/27/2013	38.28
601-801.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Uniform Cleaning Service	24633	LYUM739977	06/03/2013	25.32
601-801.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	24633	LYUM739978	06/03/2013	32.03
601-801.000-740.200	Cleaning s	EMPIRE SOUTHWEST LLC Control Handles #21 Streets	24655	EMPS3129020	05/17/2013	486.89
				Total Vehicle Maintenance Shop		6,830.41
Dept: Grounds & Facility Maintenance						
601-802.000-740.100	Repair & m	STILLS ELECTRIC Repair Wiring/Planning Dept.	24702	2440	05/17/2013	127.50
				Total Grounds & Facility Maintenance		127.50
					Fund Total	6,957.91
Fund: Risk Management						
Dept:						
602-000.000-200.034	Health ins	DELTA DENTAL Dental Insurance June 2013	24652	BE000557499	06/01/2013	8,602.14
602-000.000-200.034	Health ins	PRINCIPAL FINANCIAL GROUP Life Insurance/June 2013	24687		06/05/2013	3,830.78
602-000.000-200.034	Health ins	VISION SERVICE PLAN (CA), I June Vision Insurance	24713	122 277705 0001	06/05/2013	2,459.16
				Total		14,892.08
Dept: Employee Health Benefits						
602-814.000-750.100	Insurance	HOLMAN PROFESSIONAL COUNSELING Employee Assistance Jun 2013	24662	INV2005706	06/01/2013	603.06
				Total Employee Health Benefits		603.06
					Fund Total	15,495.14
Fund: Payroll Clearing						
Dept:						
802-000.000-200.008	Retirement	PUBLIC EMPLOYEES RETIREMENT 05/14/2013-5/27/2013 PERS	24690		05/31/2013	18,836.49
				Total		18,836.49
					Fund Total	18,836.49
					Grand Total	193,490.96

COUNCIL AGENDA REPORT
City of Brawley

MEETING DATE: June 18, 2013

CITY MANAGER:

PREPARED BY: Ruby D. Walla, Finance Director

PRESENTED BY: Ruby D. Walla, Finance Director and Gordon R. Gaste, Planning Director

SUBJECT: Various Resolutions Authorizing Levy of Special Taxes for the Community Facilities Districts (CFDs) in the City of Brawley for Fiscal Year 2013-14

CITY MANAGER RECOMMENDATION: Approve various resolutions authorizing the levy of special taxes for CFDs within the City of Brawley for fiscal year 2013-14.

DISCUSSION: Attached are the Admin Reports and Annual Resolutions for the 2013-14 fiscal year authorizing the levy of the special tax for various Community Facilities Districts within the City of Brawley's jurisdiction. It is noted that per direction of the Brawley City Council, Tax A (improvement bonding) for applicable districts has not be levied since the 2009-10 fiscal year. Those communities with Tax A are La Paloma, Luckey Ranch, and Springhouse. Tax B (maintenance and services) continues to be levied on all districts.

FISCAL IMPACT: The estimated special tax for maintenance and services for fiscal year 2013-2014 are as follows: La Paloma at $15,270; Latigo Ranch at $16,739; Luckey Ranch at $9,819; Malan Park at $54,737; Springhouse (Florentine) at $10,238; Victoria Park at $25,031.

ATTACHMENTS: Resolutions
Administration Reports

RESOLUTION NO. 2013-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-3 OF THE CITY OF BRAWLEY (LA PALOMA) AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 2005-3 FOR FISCAL YEAR 2013-2014.

WHEREAS, the City of Brawley (the "City") previously established Community Facilities District No. 2005-3 of the City of Brawley (La Paloma) ("CFD No. 2005-3"), and Improvement Area No. 1 therein ("Improvement Area No. 1"), all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53111 (the "Act"); and

WHEREAS, the City Council for the City acting as the legislative body of CFD No. 2005-3 is authorized pursuant to Resolution Nos. 2006-20 and 2006-21 approved on June 6, 2006 (collectively, the "Resolutions of Formation") and the Ordinance Authorizing the Levy of the Special Tax adopted in connection therewith (the "Ordinance") to levy a special tax on property in CFD No. 2005-3 for the purpose of financing: (1) the maintenance of parks and open space as described in Resolution No. 2006-10, including all furnishings, equipment and supplies related thereto and (2) the provision of those police protection and fire protection and suppression services described in Resolution No. 2006-10 to the property in the CFD No. 2005-3 ((1) and (2) being referred to herein, collectively, as the "City Services"), (3) the purchase, construction, expansion, improvement or rehabilitation of certain real or other tangible property described in Resolution No. 2006-10 and incorporated herein by this reference, including storm drain, sewer, water, landscaping, curb and gutter, park, roadway, highway and bridge, traffic signals and safety lighting, flood control library, police, fire and recreation facilities (collectively, the "Facilities"), which Facilities have a useful life of five years or longer, and (4) the incidental expenses to be incurred in connection with financing the Facilities and forming and administering CFD No. 2005-3, all by the levy of special taxes for CFD No. 2005-3 pursuant to the Resolutions of Formation; and

WHEREAS, it is now necessary and appropriate that this City levy and collect the special taxes for Fiscal Year 2013-2014 for the purposes specified in the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance; and

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF BRAWLEY, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-3, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The special tax ("Special Tax") is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the City which are not otherwise exempt from taxation under the Act or the Ordinance the special taxes for Fiscal Year 2013-2014 at the tax rates set forth in the report dated June 5, 2013 prepared by David Taussig and Associates for CFD No. 2005-3 entitled "City of Brawley Improvement Area No. 1 of Community Facilities District No. 2005-3 (La

Paloma)" (the "Report") submitted herewith, which rates do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the City Manager, for the City, or his designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Imperial County Auditor.

Section 4. All of the collections of the special tax shall be used only as provided for in the Act and Resolutions of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formation.

Section 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this City Council from time to time.

Section 6. The actions of City staff heretofore taken in order to obtain consent from the Imperial County Auditor to a later filing date are hereby ratified and the City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Imperial County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for Fiscal Year 2013-2014 on or before August 10, 2013, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED, PASSED, AND ADOPTED at a regular meeting held on the 18th day of June, 2013.

CITY OF BRAWLEY, CALIFORNIA

_____
Sam Couchman, Mayor

ATTEST:

_____
Alma Benavides, City Clerk

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

I, Alma Benavides, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY**, that the foregoing Resolution No. 2013- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 18th day of June, 2013 and that it was so adopted by the following roll call vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED: June 18, 2013

_____
Alma Benavides, City Clerk

DAVID
TAUSSIG
& Associates, Inc.

CITY OF BRAWLEY
IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 2005-3
(LA PALOMA)

June 5, 2013

Public Finance
Facilities Planning
Urban Economics

Newport Beach
Fresno
Riverside
San Francisco
Chicago
Dallas

ADMINISTRATION REPORT
FISCAL YEAR 2013-2014

CITY OF BRAWLEY
IMPROVEMENT AREA NO. 1 OF
COMMUNITY FACILITIES DISTRICT NO. 2005-3
(LA PALOMA)

Prepared for

CITY OF BRAWLEY
400 Main Street
Brawley, California 92227

Prepared by

DAVID TAUSSIG & ASSOCIATES, INC.
5000 Birch Street, Suite 6000
Newport Beach, California 92660
(949) 955-1500

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EXHIBITS

Exhibit A: Boundary Map
Exhibit B: Fiscal Year 2013-2014 Special Tax Levy

Introduction

This Mello-Roos Community Facilities District Administration Report presents the findings of the research and financial analysis performed by David Taussig & Associates, Inc. to determine the special tax requirement for Improvement Area No. 1 ("IA No. 1") of Community Facilities District No. 2005-3 ("CFD No. 2005-3") of the City of Brawley ("the City") for fiscal year 2013-2014.

CFD No. 2005-3 is a legally constituted governmental entity established under the Mello-Roos Community Facilities Act of 1982, (the "Act") as amended. The Act provides an alternative method for the financing of certain public facilities and services. Specifically, IA No. 1 is authorized to issue up to $7,000,000 in bonds. The proceeds of the bonds will be used to finance the construction, purchase, modification, expansion, improvement or rehabilitation of storm drain, sewer, landscaping, curb and gutter, park, water, roadway, highway and bridge, traffic signals and safety lighting, flood control, libraries, police, fire and recreation facilities. In addition, IA No. 1 is authorized to levy the Special Tax B to pay for (i) maintenance of parks, parkways, and open space, and (ii) police and fire protection services.

A map showing the property in IA No. 1 of CFD No. 2005-3 is included in Exhibit A.

The bonded indebtedness of IA No. 1 is both secured and repaid through the annual levy and collection of the Special Tax A from all property subject to the tax within the community facilities district. In calculating the special tax liability for fiscal year 2013-2014, this report examines the financial obligations of the current fiscal year and analyzes the level of development within IA No. 1.

This report is organized into the following sections:

Section I
Section I provides an update of the development status of property within IA No. 1.

Section II
Section II analyzes the previous year's Special Tax A and Special Tax B levies.

Section III
Section III determines the special tax requirement for facilities for IA No. 1 for fiscal year 2013-2014.

Section IV
Section IV determines the special tax requirement for services for IA No. 1 for fiscal year 2013-2014.

Section V
Section V reviews the methodology used to apportion the special tax requirement for facilities and the special tax requirement for services between Developed Property and Undeveloped Property. Tables of the 2013-2014 Special Tax A and Special Tax B for each classification of property are included.

I. Special Tax Classifications and Development Update

The methodology employed to calculate and apportion the special tax is contained in a document entitled the Rate and Method of Apportionment for Improvement Area No. 1 ("RMA"). The RMA establishes the Special Tax A which is used to pay debt service on bonds and pay directly for the constriction of facilities and the Special Tax B which is used to fund the cost of annual services. The RMA defines two categories of property, namely "Developed Property," and "Undeveloped Property."

Developed Property is distinguished from Undeveloped Property by the issuance of a building permit. Specifically, property for which a building permit for new construction was issued as of January 1 of the previous Fiscal Year shall be considered Developed Property. For example, all property in CFD No. 2005-3 for which building permits were issued as of January 1, 2013, will be classified as Developed Property in fiscal year 2013-2014.

Special Tax A Classifications

For purposes of calculating the Special Tax A, the category of Developed Property is divided into eight separate special tax classifications based on the type of structure built. A table of the Developed Property special tax classifications is shown below.

Community Facilities District No. 2005-3
Improvement Area No. 1
Special Tax A
Developed Property Classifications

Land Use Class	Description	Square Footage
1	Residential Property	≥ 2,850 s.f.
2	Residential Property	2,600 – 2,849 s.f.
3	Residential Property	2,350 – 2,599 s.f.
4	Residential Property	2,100 – 2,349 s.f.
5	Residential Property	1,850 – 2,099 s.f.
6	Residential Property	1,600 – 1,849 s.f.
7	Residential Property	< 1,600 s.f.
8	Non-Residential Property	Not Applicable

Special Tax B Classifications

For purposes of calculating the Special Tax B, the category of Developed Property is divided into two separate special tax classifications for Residential Property and Non-Residential Property.

No Special Tax B is levied on Non-Residential Property and Undeveloped Property.

Development Update

As of January 1, 2013 building permits had been issued for 25 single family detached units within CFD No. 2005-3. The table below indicates the cumulative Developed Property within IA No. 1 of CFD No. 2005-3.

The table below lists the aggregate amount of Developed Property by special tax classification.

Community Facilities District No. 2005-3
Improvement Area No. 1
Fiscal Year 2013-2014
Cumulative Developed Property

Land Use Class	Description	Square Footage	Number of Units/Acres
1	Residential Property	≥ 2,850 s.f.	4 units
2	Residential Property	2,600 – 2,849 s.f.	3 units
3	Residential Property	2,350 – 2,599 s.f.	2 units
4	Residential Property	2,100 – 2,349 s.f.	2 units
5	Residential Property	1,850 – 2,099 s.f.	4 units
6	Residential Property	1,600 – 1,849 s.f.	3 units
7	Residential Property	< 1,600 s.f.	7 units
8	Non-Residential Property	Not Applicable	0 acres

II. Fiscal Year 2012-2013 Special Tax Levies

Fiscal Year 2011-2012 Special Tax A Levy

The Special Tax A was not levied in fiscal year 2012-2013.

Fiscal Year 2011-2012 Special Tax B Levy

The aggregate special tax levy for fiscal year 2012-2013 equaled $14,970.00. As of May 30, 2013, all $14,970.00 in special taxes had been collected by the County.

III. Fiscal Year 2013-2014 Special Tax Requirement for Facilities

Since bonds have not yet been issued for IA No. 1, the City is authorized to levy Special Tax A on Developed Property to pay directly for the acquisition or construction of facilities eligible to be financed by IA No. 1 and annual administrative expenses as provided for by the RMA.

Notwithstanding the foregoing, the City has decided not to levy Special Tax A in fiscal year 2013-2014. However, the City reserves the right to levy the Special Tax A in all subsequent fiscal years as authorized under the RMA.

IV. Fiscal Year 2013-2014 Special Tax Requirement for Services

Pursuant to the RMA, the Special Tax B may be levied in IA No. 1 to pay for (a) maintenance of parks, parkways, and open space, (b) police and fire protection services, and (c) administrative expenses; less (d) a credit for funds available to reduce the annual Special Tax B levy, as determined by the CFD Administrator. For fiscal year 2013-2014 the funds required from IA No. 1 exceed the maximum Special Tax B that can be collected from Developed Property. Therefore, the special tax requirement for services is limited to $15,269.50, the amount that can be collected through the levy of the maximum Special Tax B.

V. Method of Apportionment

Maximum Annual Special Taxes

The amount of special taxes that CFD No. 2005-3 may levy is strictly limited by the maximum special taxes set forth in the Rate and Method of Apportionment. The Maximum Special Tax A is specified in Section C.1 of the RMA for IA No. 1[1]. The Maximum Special Tax B is specified in Section C.2. On each July 1, commencing on July 1, 2007, the Maximum Special Tax A and Maximum Special Tax B shall be increased by an amount equal to two percent (2%) of the maximum Special Tax in effect for the previous Fiscal Year.

Apportionment of Special Tax A

The annual Special Tax A that is apportioned to each parcel is determined through the application of Section D.1 of the RMA for IA No. 1.

The first step states that the Council shall levy the Special Tax A Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the Assigned Special Tax A. If the sum of the amount collected in step one is insufficient to satisfy the Special Tax Requirement for Facilities, then the second step is applied. The second step states that the Council shall Proportionately levy the Special Tax A on each Assessor's Parcel of Undeveloped Property up to the Maximum Special Tax A applicable to each Assessor's Parcel of Undeveloped Property to satisfy the Special Tax Requirement for Facilities. The third and fourth steps are designed to accommodate changes in land use and are intended to be used only as a last resort. Since actual land uses have not substantially deviated from the original projections, these steps are not necessary.

As discussed in Section III, the Special Tax A will not be levied in fiscal year 2013-2014. However, the City reserves the right to levy the Special Tax A in all subsequent fiscal years as authorized under the RMA. The fiscal year 2013-2014 Assigned Special Tax A and actual Special Tax A are shown in the following table.

[1] Technically, Section C states that the Maximum Special Tax A for a parcel of Developed Property is equal to the greater of (i) the "Backup Special Tax A" or (ii) the Assigned Special Tax A. The Backup Special Tax A was established for the contingency of a shortfall in revenues resulting from significant changes in development densities. The contingency for which the Backup Special Tax A was established does not exist and hence, all discussion of Maximum Special Tax A for Developed Property focuses on the Assigned Special Tax A.

Community Facilities District No. 2005-3
Improvement Area No. 1
Fiscal Year 2013-2014 Special Tax A

Land Use Class	Description	Residential Floor Area	FY 2013-2014 Assigned/Maximum Special Tax A	FY 2013-2014 Actual Special Tax A
1	Residential Property	≥ 2,850 s.f.	$1,932.08 per unit	$0.00 per unit
2	Residential Property	2,600 – 2,849 s.f.	$1,859.73 per unit	$0.00 per unit
3	Residential Property	2,350 – 2,599 s.f.	$1,716.14 per unit	$0.00 per unit
4	Residential Property	2,100 – 2,349 s.f.	$1,572.56 per unit	$0.00 per unit
5	Residential Property	1,850 – 2,099 s.f.	$1,428.97 per unit	$0.00 per unit
6	Residential Property	1,600 – 1,849 s.f.	$1,284.23 per unit	$0.00 per unit
7	Residential Property	< 1,600 s.f.	$1,140.66 per unit	$0.00 per unit
8	Non-Residential Property	NA	$13,721.04 per Acre	$0.00 per Acre
NA	Undeveloped Property	NA	$18,100.98 per Acre	$0.00 per Acre

Apportionment of Special Tax B

The annual Special Tax B that is apportioned to each parcel is determined through the application of Section D.2 of the RMA for IA No. 1.

Commencing with Fiscal Year 2006-2007 and for each following Fiscal Year, the Council shall levy Special Tax B so that the amount of Special Tax B equals the special tax requirement for services. The special tax shall be levied proportionally on each Assessor's Parcel of Residential Property at up to 100% of the maximum Special Tax B.

Using this methodology generates Special Tax B revenues of $15,269.50 from Residential Property. The fiscal year 2013-2014 assigned special taxes are shown for each classification of Developed Property in the following table.

Community Facilities District No. 2005-3
Improvement Area No. 1
Fiscal Year 2013-2014 Special Tax B

Description	FY 2013-2014 Maximum Special Tax	FY 2013-2014 Actual Special Tax B
Residential Property	$610.79 per unit	$610.78 per unit

Please note, pursuant to the RMA for IA No. 1, no Special Tax B shall be levied on Non-Residential Property and Undeveloped Property.

A list of the actual Special Tax B levied against each parcel in CFD No. 2005-3 is included in Exhibit B.

taussig-client/Brawley/Admin/CFD 2005-3/FY 2013-14/2005_3ADM.doc

EXHIBIT A

IA No. 1 of
CFD No. 2005-3 of
City of Brawley

Boundary Map

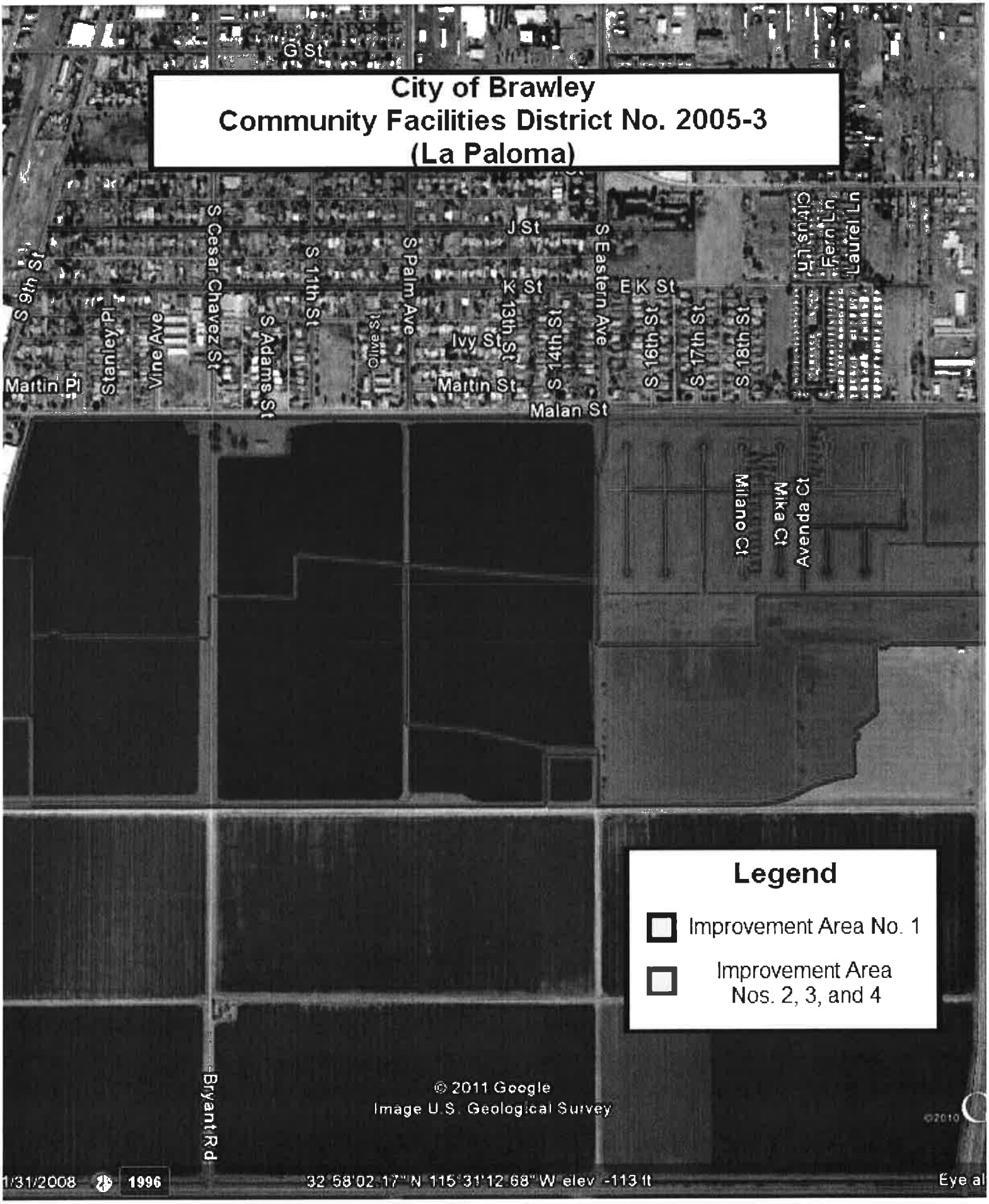
City of Brawley
Community Facilities District No. 2005-3
(La Paloma)
G St
J St
K St
E K St
S 9th St
S Cesar Chavez St
S 11th St
S Palm Ave
S Eastern Ave
S 13th St
S 14th St
S 16th St
S 17th St
S 18th St
Citrus Ln
Fern Ln
Laurel Ln
Stanley Pl
Vine Ave
S Adams St
Olive St
Ivy St
Martin Pl
Martin St
Malan St
Milano Ct
Mika Ct
Avenda Ct
Bryant Rd
Legend
Improvement Area No. 1
Improvement Area Nos. 2, 3, and 4
© 2011 Google
Image U.S. Geological Survey
1/31/2008
1996
32°58'02.17" N 115°31'12.68" W elev -113 ft
Eye al

EXHIBIT B

IA No. 1 of
CFD No. 2005-3 of
City of Brawley

Special Tax Levy
Fiscal Year 2013-2014

Exhibit B

City of Brawley
CFD No. 2005-3, IA No. 1
FY 2013-2014 Special Tax Levy

APN	TAX CLASS	FY 2013-2014 SPECIAL TAX A	FY 2013-2014 SPECIAL TAX B	FY 2013-2014 TOTAL
049-321-001-000	7	$0	$610.78	$610.78
049-321-002-000	7	$0	$610.78	$610.78
049-321-003-000	6	$0	$610.78	$610.78
049-321-004-000	5	$0	$610.78	$610.78
049-321-017-000	3	$0	$610.78	$610.78
049-321-018-000	2	$0	$610.78	$610.78
049-321-019-000	1	$0	$610.78	$610.78
049-321-020-000	4	$0	$610.78	$610.78
049-322-001-000	7	$0	$610.78	$610.78
049-322-002-000	7	$0	$610.78	$610.78
049-322-003-000	5	$0	$610.78	$610.78
049-322-004-000	7	$0	$610.78	$610.78
049-322-005-000	6	$0	$610.78	$610.78
049-322-006-000	1	$0	$610.78	$610.78
049-322-007-000	6	$0	$610.78	$610.78
049-324-026-000	5	$0	$610.78	$610.78
049-324-027-000	7	$0	$610.78	$610.78
049-324-028-000	1	$0	$610.78	$610.78
049-324-029-000	4	$0	$610.78	$610.78
049-324-030-000	2	$0	$610.78	$610.78
049-324-031-000	1	$0	$610.78	$610.78
049-324-032-000	3	$0	$610.78	$610.78
049-324-033-000	2	$0	$610.78	$610.78
049-324-034-000	5	$0	$610.78	$610.78
049-324-035-000	7	$0	$610.78	$610.78
Total Number of Parcels Taxed		**0**	**25**	**25**
Total FY 2013-2014 Special Tax		**$0**	**$15,269.50**	**$15,269.50**

RESOLUTION NO. 2013-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-4 OF THE CITY OF BRAWLEY (LATIGO RANCH) AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2005-4 FOR FISCAL YEAR 2013-2014.

WHEREAS, the City of Brawley (the "City") previously established Community Facilities District No. 2005-4 of the City of Brawley (Latigo Ranch) ("CFD No. 2005-4") all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53111 (the "Act"); and

WHEREAS, the City Council for the City acting as the legislative body of CFD No. 2005-4 is authorized pursuant to Resolution No. 2005-57 approved on November 1, 2005 (the "Resolution of Formation") and Ordinance No. 2005-13, approved on November 15, 2005 (the "Ordinance") to levy a special tax on property in CFD No. 2005-4 to pay for (i) the maintenance of parks and open space as described in Resolution No. 2005-48, including all furnishings, equipment and supplies related thereto, and (2) the provision of those police protection and fire protection and suppression services described in Resolution No. 2005-48 to the property in CFD No. 2005-4 ((1) and (2) being referred to herein, collectively, as the "District Services") and (3) the incidental expenses to be incurred in connection with providing the District Services and forming and administering the District (the "District Incidental Expenses") by the levy of special taxes for CFD No. 2005-4 pursuant to the Resolution of Formation; and

WHEREAS, it is now necessary and appropriate that this City levy and collect the special taxes for Fiscal Year 2013-2014 for the purpose specified in the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance; and

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF BRAWLEY, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-4, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The special tax ("Special Tax") is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the City which are not otherwise exempt from taxation under the Act or the Ordinance the special taxes for Fiscal Year 2013-2014 at the tax rates set forth in the report dated June 5, 2013 prepared by David Taussig and Associates for CFD No. 2005-4 entitled "City of Brawley Community Facilities District No. 2005-4 (Latigo Ranch)" (the "Report") submitted herewith, which rates do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the City Manager, for the City, or his designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the tax applicable to any category of parcels and can

only be made prior to the submission of the tax rolls to the Imperial County Auditor.

Section 4. All of the collections of the special tax shall be used only as provided for in the Act and Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in Resolution of Formation.

Section 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this City Council from time to time.

Section 6. The actions of City staff heretofore taken in order to obtain consent from the Imperial County Auditor to a later filing date are hereby ratified and the City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Imperial County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for Fiscal Year 2013-2014 on or before August 10, 2013, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED, PASSED, AND ADOPTED at a regular meeting held on the 18th day of June, 2013.

CITY OF BRAWLEY, CALIFORNIA

_____
Sam Couchman, Mayor

ATTEST:

_____
Alma Benavides, City Clerk

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

I, Alma Benavides, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY**, that the foregoing Resolution No. 2013- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 18th day of June, 2013 and that it was so adopted by the following roll call vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED: June 18, 2013

_____
Alma Benavides, City Clerk

DAVID
TAUSSIG
& Associates, Inc.

CITY OF BRAWLEY
COMMUNITY FACILITIES DISTRICT
NO. 2005-4
(LATIGO RANCH)

June 5, 2013

Public Finance
Facilities Planning
Urban Economics

Newport Beach
Fresno
Riverside
San Francisco
Chicago
Dallas

ADMINISTRATION REPORT
FISCAL YEAR 2013-2014

CITY OF BRAWLEY
COMMUNITY FACILITIES DISTRICT NO. 2005-4
(LATIGO RANCH)

Prepared for

CITY OF BRAWLEY
400 Main Street
Brawley, California 92227

Prepared by

DAVID TAUSSIG & ASSOCIATES, INC.
5000 Birch Street, Suite 6000
Newport Beach, California 92660
(949) 955-1500

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	Development Update	2
II.	*Fiscal Year 2012-2013 Special Tax Levy*	*3*
III.	*Fiscal Year 2013-2014 Special Tax Requirement*	*4*
IV.	*Method of Apportionment*	*5*
	Maximum Special Taxes	5
	Apportionment of Special Taxes	5

EXHIBITS

Exhibit A: Boundary Map
Exhibit B: Fiscal Year 2013-2014 Special Tax Levy

Introduction

This Mello-Roos Community Facilities District Administration Report presents the findings of the research and financial analysis performed by David Taussig & Associates, Inc. to determine the special tax requirement for Community Facilities District No. 2005-4 ("CFD No. 2005-4") of the City of Brawley ("the City") for fiscal year 2013-2014.

CFD No. 2005-4 is a legally constituted governmental entity established under the Mello-Roos Community Facilities Act of 1982, (the "Act") as amended. The Act provides an alternative method for the financing of certain public facilities and services. Pursuant to the Rate and Method of Apportionment for CFD No. 2005-4, the Special Tax is an annual Special Tax that shall be levied as long as necessary to (i) pay for maintenance of parks, parkways, and open space, and (ii) pay for police and fire protection. CFD No. 2005-4 is not authorized to sell bonds.

A map showing the property in CFD No. 2005-4 is included in Exhibit A.

The authorized services are funded through the annual levy and collection of special taxes from all property subject to the tax within the community facilities district. In calculating the special tax liability for fiscal year 2013-2014, this report examines the financial obligations of the current fiscal year and analyzes the level of development within CFD No. 2005-4.

This report is organized into the following sections:

Section I

Section I provides an update of the development status of property within CFD No. 2005-4.

Section II

Section II analyzes the previous year's special tax levy.

Section III

Section III determines the financial obligations of CFD No. 2005-4 for fiscal year 2013-2014.

Section IV

Section IV reviews the methodology used to apportion the special tax requirement between Developed Property and Undeveloped Property. A table of the 2013-2014 special taxes for each classification of property is included.

I. Special Tax Classifications and Development Update

Special Tax Classifications

The methodology employed to calculate and apportion the special tax is contained in a document entitled the Rate and Method of Apportionment. The Rate and Method of Apportionment defines two categories of property, namely "Developed Property," and "Undeveloped Property." The category of Developed Property is in turn divided into two separate special tax classifications based on the type of structure built. A table of the Developed Property special tax classifications is shown below.

Community Facilities District No. 2005-4
Developed Property Classifications

Land Use Class	Description
1	Single Family Property
2	Non-Residential Property

Developed Property is distinguished from Undeveloped Property by the issuance of a building permit. Specifically, property for which a building permit for new construction was issued as of January 1 of the previous Fiscal Year shall be considered Developed Property. For example, all property in CFD No. 2005-4 for which building permits were issued as of January 1, 2013, will be classified as Developed Property in fiscal year 2013-2014.

Development Update

As of January 1, 2013 building permits had been issued for 18 single family units within CFD No. 2005-4. The table below indicates the cumulative Developed Property within CFD No. 2005-4.

Community Facilities District No. 2005-4
Fiscal Year 2012-2013
Cumulative Developed Property

Class	Land Use	Number of Units / Acres
1	Single Family Property	18 units
2	Non-Residential Property	0 acres

II. Fiscal Year 2012-2013 Levy

The aggregate special tax levy for fiscal year 2012-2013 equaled $16,410.60. As of May 30, 2013, all $16,410.60 in special taxes had been collected by the County.

III. Fiscal Year 2013-2014 Special Tax Requirement

Pursuant to the Rate and Method of Apportionment, the special tax may be levied in CFD No. 2005-4 to: pay for (a) maintenance of parks, parkways, and open space, (b) police and fire protection services, and (c) administrative expenses; less (d) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator. For fiscal year 2013-2014, the funds required from CFD No. 2005-4 exceed the maximum special taxes that can be collected from Developed Property. Therefore, the special tax requirement is limited to $16,738.92, the amount that can be collected through the levy of the maximum special tax.

IV. Method of Apportionment

Maximum Annual Special Taxes

The amount of special taxes that CFD No. 2005-4 may levy is strictly limited by the maximum special taxes set forth in the Rate and Method of Apportionment. The Maximum Special Taxes for each classification of Developed Property are specified in Table 1 of Section C of the Rate and Method of Apportionment. On each July 1, commencing on July 1, 2006, the Maximum Special Tax shall be increased by an amount equal to two percent (2%) of the Maximum Special Tax in effect for the previous Fiscal Year.

Please note, pursuant to the Rate and Method of Apportionment, no special tax shall be levied on Undeveloped Property.

Apportionment of Annual Special Taxes

The annual special tax that is apportioned to each parcel is determined through the application of Section D of the Rate and Method of Apportionment.

Commencing with Fiscal Year 2005-2006 and for each following Fiscal Year, the Council shall levy the special tax so that the amount of the special tax equals the special tax requirement. The special tax shall be levied proportionally on each Assessor's Parcel of Developed Property at up to 100% of the applicable maximum special tax.

Using this methodology generates special tax revenues of $16,738.92 from Developed Property. The fiscal year 2013-2014 maximum and actual special taxes are shown for each classification of Developed Property in the following table.

Community Facilities District No. 2005-4
Fiscal Year 2013-2014 Annual Special Taxes
for Developed Property

Land Use Class	Description	FY 2013-2014 Maximum Special Tax	FY 2013-2014 Actual Special Tax
1	Single Family Property	$929.94 per unit	$929.94 per unit
2	Non-Residential Property	$6,824.92 per acre	NA

A list of the actual special tax levied against each parcel in CFD No. 2005-4 is included in Exhibit B.

taussig-client/Brawley/Admin/CFD 2005-4/FY 2013-14/2005_4ADM.doc

EXHIBIT A

CFD No. 2005-4 of
City of Brawley

Boundary Map

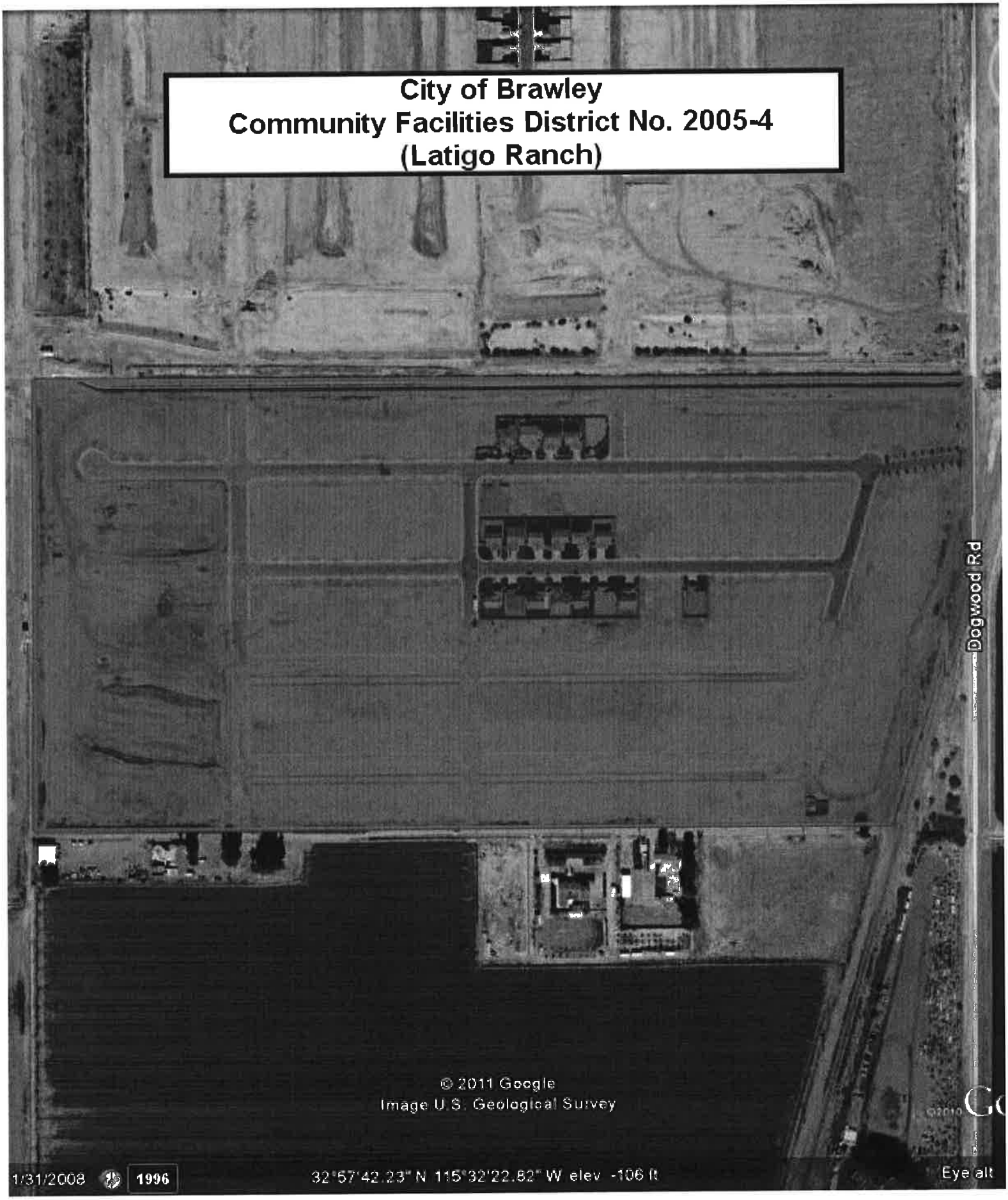
City of Brawley
Community Facilities District No. 2005-4
(Latigo Ranch)
Dogwood Rd
© 2011 Google
Image U.S. Geological Survey
1/31/2008
1996
32°57'42.23" N 115°32'22.82" W elev -106 ft
Eye alt

EXHIBIT B

CFD No. 2005-4 of
City of Brawley

Special Tax Levy
Fiscal Year 2013-2014

Exhibit B

City of Brawley CFD No. 2005-4
FY 2013-2014 Special Tax Levy

APN	TAX CLASS	FY 2013-2014 SPECIAL TAX
048-412-012-000	1	$929.94
048-412-013-000	1	$929.94
048-412-014-000	1	$929.94
048-412-015-000	1	$929.94
048-415-027-000	1	$929.94
048-415-028-000	1	$929.94
048-415-029-000	1	$929.94
048-415-030-000	1	$929.94
048-415-031-000	1	$929.94
048-415-032-000	1	$929.94
048-416-001-000	1	$929.94
048-416-002-000	1	$929.94
048-416-003-000	1	$929.94
048-416-004-000	1	$929.94
048-416-005-000	1	$929.94
048-416-006-000	1	$929.94
048-416-007-000	1	$929.94
048-416-010-000	1	$929.94
Total Number of Parcels Taxed		**18**
Total FY 2013-2014 Special Tax		**$16,738.92**

RESOLUTION NO. 2013-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2007-1 OF THE CITY OF BRAWLEY (LUCKEY RANCH) AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2007-1 FOR FISCAL YEAR 2013-2014.

WHEREAS, the City of Brawley (the "City") previously established Community Facilities District No. 2007-1 of the City of Brawley (Luckey Ranch) ("CFD No. 2007-1") all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53111 (the "Act"); and

WHEREAS, the City Council for the City acting as the legislative body of CFD No. 2007-1 is authorized pursuant to Resolution Nos. 2007-39 and 2007-40 approved on September 18, 2007 (collectively, the "Resolutions of Formation") and the Ordinance Authorizing the Levy of the Special Tax adopted in connection therewith (the "Ordinance") to levy a special tax on property in CFD No. 2007-1 for the purpose of financing: (1) the maintenance of parks and open space as described in Resolution No. 2007-40, including all furnishings, equipment and supplies related thereto and (2) the provision of those police protection and fire protection and suppression services described in Resolution No. 2007-40 within the boundaries of the City ((1) and (2) being referred to herein, collectively, as the "City Services"), (3) the purchase, construction, expansion, improvement or rehabilitation of the facilities identified in Attachment B to Resolution No. 2007-33 and incorporated herein by this reference, including storm drain, sewer, water, landscaping, curb and gutter, park, roadway, highway and bridge, traffic signals and safety lighting, flood control library, police, fire and recreation facilities (collectively, the "Facilities"), which Facilities have a useful life of five years or longer, and (4) the incidental expenses to be incurred in connection with financing the Facilities and forming and administering the District, all by the levy of special taxes for CFD No. 2007-1 pursuant to the Resolutions of Formation; and

WHEREAS, it is now necessary and appropriate that this City levy and collect the special taxes for Fiscal Year 2013-2014 for the purposes specified in the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance; and

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF BRAWLEY, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2007-1, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The special tax ("Special Tax") is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the City which are not otherwise exempt from taxation under the Act or the Ordinance the special taxes for Fiscal Year 2013-2014 at the tax rates set forth in the report dated June 5, 2013 prepared by David Taussig and Associates for CFD No. 2007-1 entitled "City of Brawley Community Facilities District No. 2007-1 (Luckey Ranch)" (the "Report")

submitted herewith, which rates do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the City Manager, for the City, or his designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Imperial County Auditor.

Section 4. All of the collections of the special tax shall be used only as provided for in the Act and Resolutions of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formation.

Section 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this City Council from time to time.

Section 6. The actions of City staff heretofore taken in order to obtain consent from the Imperial County Auditor to a later filing date are hereby ratified and the City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Imperial County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for Fiscal Year 2013-2014 on or before August 10, 2013, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED, PASSED, AND ADOPTED at a regular meeting held on the 18th day of June, 2013.

CITY OF BRAWLEY, CALIFORNIA

_____
Sam Couchman, Mayor

ATTEST:

_____
Alma Benavides, City Clerk

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

I, Janet P. Smith, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY**, that the foregoing Resolution No. 2013- as passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 18th day of June, 2013 and that it was so adopted by the following roll call vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED: June 18, 2013

_____
Alma Benavides, City Clerk

DAVID
TAUSSIG
& Associates, Inc.

CITY OF BRAWLEY
COMMUNITY FACILITIES DISTRICT
NO. 2007-1
(LUCKEY RANCH)

June 5, 2013

Public Finance
Facilities Planning
Urban Economics

Newport Beach
Fresno
Riverside
San Francisco
Chicago
Dallas

ADMINISTRATION REPORT
FISCAL YEAR 2013-2014

CITY OF BRAWLEY
COMMUNITY FACILITIES DISTRICT NO. 2007-1
(LUCKEY RANCH)

Prepared for

CITY OF BRAWLEY
400 Main Street
Brawley, California 92227

Prepared by

DAVID TAUSSIG & ASSOCIATES, INC.
5000 Birch Street, Suite 6000
Newport Beach, California 92660
(949) 955-1500

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EXHIBITS

Exhibit A: Boundary Map
Exhibit B: Fiscal Year 2013-2014 Special Tax Levy

Introduction

This Mello-Roos Community Facilities District Administration Report presents the findings of the research and financial analysis performed by David Taussig & Associates, Inc. to determine the special tax requirement for Community Facilities District No. 2007-1 ("CFD No. 2007-1") of the City of Brawley ("the City") for fiscal year 2013-2014.

CFD No. 2007-1 is a legally constituted governmental entity established under the Mello-Roos Community Facilities Act of 1982, (the "Act") as amended. The Act provides an alternative method for the financing of certain public facilities and services. Specifically, CFD No. 2007-1 is authorized to issue up to $20,000,000 in bonds. The proceeds of the bonds will be used to finance the construction, purchase, modification, expansion, improvement or rehabilitation of storm drain, sewer, landscaping, curb and gutter, park, water, roadway, highway and bridge, traffic signals and safety lighting, flood control, libraries, police, fire and recreation facilities. In addition, CFD No. 2007-1 is authorized to levy the Special Tax B to pay for (i) maintenance of parks, parkways, and open space, and (ii) police and fire protection services.

A map showing the property in CFD No. 2007-1 is included in Exhibit A.

The bonded indebtedness of CFD No. 2007-1 is both secured and repaid through the annual levy and collection of the Special Tax A from all property subject to the tax within the community facilities district. In calculating the special tax liability for fiscal year 2013-2014, this report examines the financial obligations of the current fiscal year and analyzes the level of development within CFD No. 2007-1.

This report is organized into the following sections:

Section I

Section I provides an update of the development status of property within CFD No. 2007-1.

Section II

Section II analyzes the previous year's Special Tax A and Special Tax B levies.

Section III

Section III determines the special tax requirement for facilities for CFD No. 2007-1 for fiscal year 2013-2014.

Section IV

Section IV determines the special tax requirement for services for CFD No. 2007-1 for fiscal year 2013-2014.

Section V

Section V reviews the methodology used to apportion the special tax requirement for facilities and the special tax requirement for services between Developed Property and Undeveloped Property. Tables of the 2013-2014 Special Tax A and Special Tax B for each classification of property are included.

I. Special Tax Classifications and Development Update

The methodology employed to calculate and apportion the special tax is contained in a document entitled the Rate and Method of Apportionment ("RMA"). The RMA establishes the Special Tax A which is used to pay debt service on bonds and pay directly for the constriction of facilities and the Special Tax B which is used to fund the cost of annual services. The RMA defines two categories of property, namely "Developed Property," and "Undeveloped Property."

Developed Property is distinguished from Undeveloped Property by the issuance of a building permit. Specifically, property for which a building permit for new construction was issued as of January 1 of the previous Fiscal Year shall be considered Developed Property. For example, all property in CFD No. 2007-1 for which building permits were issued as of January 1, 2013, will be classified as Developed Property in fiscal year 2013-2014.

Special Tax A Classifications

For purposes of calculating the Special Tax A, the category of Developed Property is divided into twelve separate special tax classifications based on the type of structure built. A table of the Developed Property special tax classifications is shown below.

Community Facilities District No. 2007-1
Special Tax A
Developed Property Classifications

Land Use Class	Description	Square Footage
1	Single Family Detached Property	≥ 2,400 s.f.
2	Single Family Detached Property	2,100 – 2,399 s.f.
3	Single Family Detached Property	1,800 – 2,099 s.f.
4	Single Family Detached Property	< 1,800 s.f.
5	Duplex Property	≥ 1,800 s.f.
6	Duplex Property	1,500 – 1,799 s.f.
7	Duplex Property	< 1,500 s.f.
8	Condominium Property	≥ 1,550 s.f.
9	Condominium Property	1,350 – 1,549 s.f.
10	Condominium Property	1,150 – 1,349 s.f.
11	Condominium Property	< 1,150 s.f.
12	Non-Residential Property	Not Applicable

Special Tax B Classifications

For purposes of calculating the Special Tax B, the category of Developed Property is divided into four separate special tax classifications based on the type of structure built. A table of the Developed Property special tax classifications is shown below.

Community Facilities District No. 2007-1
Special Tax B
Developed Property Classifications

Description
Single Family Detached Property
Duplex Property
Condominium Property
Non-Residential Property

No Special Tax B is levied on Undeveloped Property.

Development Update

As of January 1, 2013 building permits had been issued for 10 single family detached units and 8 duplex units within CFD No. 2007-1. The table below indicates the cumulative Developed Property within CFD No. 2007-1.

The table below lists the aggregate amount of Developed Property by special tax classification.

Community Facilities District No. 2007-1
Fiscal Year 2013-2014
Cumulative Developed Property

Land Use Class	Description	Square Footage	Number of Units/Acres
1	Single Family Detached Property	≥ 2,400 s.f.	3 units
2	Single Family Detached Property	2,100 – 2,399 s.f.	4 units
3	Single Family Detached Property	1,800 – 2,099 s.f.	1 unit
4	Single Family Detached Property	< 1,800 s.f.	2 units
5	Duplex Property	≥ 1,800 s.f.	3 units
6	Duplex Property	1,500 – 1,799 s.f.	4 units
7	Duplex Property	< 1,500 s.f.	1 unit
8	Condominium Property	≥ 1,550 s.f.	0 units
9	Condominium Property	1,350 – 1,549 s.f.	0 units
10	Condominium Property	1,150 – 1,349 s.f.	0 units
11	Condominium Property	< 1,150 s.f.	0 units
12	Non-Residential Property	Not Applicable	0 acres

II. Fiscal Year 2012-2013 Special Tax Levies

Fiscal Year 2012-2013 Special Tax A Levy

The Special Tax A was not levied in fiscal year 2012-2013.

Fiscal Year 2012-2013 Special Tax B Levy

The aggregate special tax levy for fiscal year 2012-2013 equaled $9,626.32. As of June 3, 2013, $1,060.66 in special taxes had been collected by the County. The remaining $8,565.66 in special taxes is delinquent, resulting in a delinquency rate of 88.98 percent.

III. Fiscal Year 2013-2014 Special Tax Requirement for Facilities

Since bonds have not yet been issued for CFD No. 2007-1, the City is authorized to levy Special Tax A on Developed Property to pay directly for the acquisition or construction of facilities eligible to be financed by CFD No. 2007-1 and annual administrative expenses as provided for by the RMA.

Notwithstanding the foregoing, the City has decided not to levy Special Tax A in fiscal year 2013-2014. However, the City reserves the right to levy the Special Tax A in all subsequent fiscal years as authorized under the RMA.

IV. Fiscal Year 2013-2014 Special Tax Requirement for Services

Pursuant to the RMA, the Special Tax B may be levied in CFD No. 2007-1 to pay for (a) maintenance of parks, parkways, and open space, (b) police and fire protection services, and (c) administrative expenses; less (d) a credit for funds available to reduce the annual Special Tax B levy, as determined by the CFD Administrator. For fiscal year 2013-2014 the funds required from CFD No. 2007-1 exceed the maximum Special Tax B that can be collected from Developed Property. Therefore, the special tax requirement for services is limited to $9,818.72, the amount that can be collected through the levy of the maximum Special Tax B.

V. Method of Apportionment

Maximum Annual Special Taxes

The amount of special taxes that CFD No. 2007-1 may levy is strictly limited by the maximum special taxes set forth in the Rate and Method of Apportionment. The Maximum Special Tax A is specified in Section C.1 of the RMA[1]. The Maximum Special Tax B is specified in Section C.2. On each July 1, commencing on July 1, 2008, the Maximum Special Tax B shall be increased by an amount equal to two percent (2%) of the maximum Special Tax B in effect for the previous Fiscal Year.

Apportionment of Special Tax A

The annual Special Tax A that is apportioned to each parcel is determined through the application of Section D.1 of the RMA.

The first step states that the Council shall levy the Special Tax A Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the Assigned Special Tax A. If the sum of the amount collected in step one is insufficient to satisfy the Special Tax Requirement for Facilities, then the second step is applied. The second step states that the Council shall Proportionately levy the Special Tax A on each Assessor's Parcel of Undeveloped Property up to the Maximum Special Tax A applicable to each Assessor's Parcel of Undeveloped Property to satisfy the Special Tax Requirement for Facilities. The third and fourth steps are designed to accommodate changes in land use and are intended to be used only as a last resort. Since actual land uses have not substantially deviated from the original projections, these steps are not necessary.

As discussed in Section III, the Special Tax A will not be levied in fiscal year 2013-2014. However, the City reserves the right to levy the Special Tax A in all subsequent fiscal years as authorized under the RMA. The fiscal year 2013-2014 Assigned Special Tax A and actual Special Tax A are shown in the following table.

[1] Technically, Section C states that the Maximum Special Tax A for a parcel of Developed Property is equal to the greater of (i) the "Backup Special Tax A" or (ii) the Assigned Special Tax A. The Backup Special Tax A was established for the contingency of a shortfall in revenues resulting from significant changes in development densities. The contingency for which the Backup Special Tax A was established does not exist and hence, all discussion of Maximum Special Tax A for Developed Property focuses on the Assigned Special Tax A.

Community Facilities District No. 2007-1
Fiscal Year 2013-2014 Special Tax A

Land Use Class	Description	Residential Floor Area	FY 2013-2014 Assigned/Maximum Special Tax A	FY 2013-2014 Actual Special Tax A
1	Single Family Detached Property	≥ 2,400 s.f.	$805.00 per unit	$0.00 per unit
2	Single Family Detached Property	2,100 – 2,399 s.f.	$717.00 per unit	$0.00 per unit
3	Single Family Detached Property	1,800 – 2,099 s.f.	$648.00 per unit	$0.00 per unit
4	Single Family Detached Property	< 1,800 s.f.	$561.00 per unit	$0.00 per unit
5	Duplex Property	≥ 1,800 s.f.	$601.00 per unit	$0.00 per unit
6	Duplex Property	1,500 – 1,799 s.f.	$539.00 per unit	$0.00 per unit
7	Duplex Property	< 1,500 s.f.	$460.00 per unit	$0.00 per unit
8	Condominium Property	≥ 1,550 s.f.	$571.00 per unit	$0.00 per unit
9	Condominium Property	1,350 – 1,549 s.f.	$497.00 per unit	$0.00 per unit
10	Condominium Property	1,150 – 1,349 s.f.	$455.00 per unit	$0.00 per unit
11	Condominium Property	< 1,150 s.f.	$414.00 per unit	$0.00 per unit
12	Non-Residential Property	NA	$7,095.00 per Acre	$0.00 per unit
NA	Undeveloped Property	NA	$7,095.00 per Acre	$0 per Acre

Apportionment of Special Tax B

The annual Special Tax B that is apportioned to each parcel is determined through the application of Section D.2 of the RMA.

Commencing with Fiscal Year 2013-2014 and for each following Fiscal Year, the Council shall levy Special Tax B so that the amount of Special Tax B equals the special tax requirement for services. The special tax shall be levied proportionally on each Assessor's Parcel of Residential Property at up to 100% of the maximum Special Tax B.

Using this methodology generates Special Tax B revenues of $9,818.72 from Residential Property. The fiscal year 2013-2014 assigned special taxes are shown for each classification of Developed Property in the following table.

Community Facilities District No. 2007-1
Fiscal Year 2013-2014 Special Tax B

Description	FY 2013-2014 Maximum Special Tax	FY 2013-2014 Actual Special Tax B
Single Family Detached Property	$581.93 per unit	$581.92 per unit
Duplex Property	$499.95 per unit	$499.94 per unit
Condominium Property	$377.02 per unit	$0.00 per unit
Non-Residential Property	$3,839.80 per Acre	$0.00 per Acre

Please note, pursuant to the RMA, no Special Tax B shall be levied on Undeveloped Property.

A list of the actual Special Tax B levied against each parcel in CFD No. 2007-1 is included in Exhibit B.

taussig-client/Brawley/Admin/CFD 2007-1/FY 2013-14/2007_1ADM 01.doc

EXHIBIT A

CFD No. 2007-1 of
City of Brawley

Boundary Map

City of Brawley
Community Facilities District No. 2007-1
(Luckey Ranch)

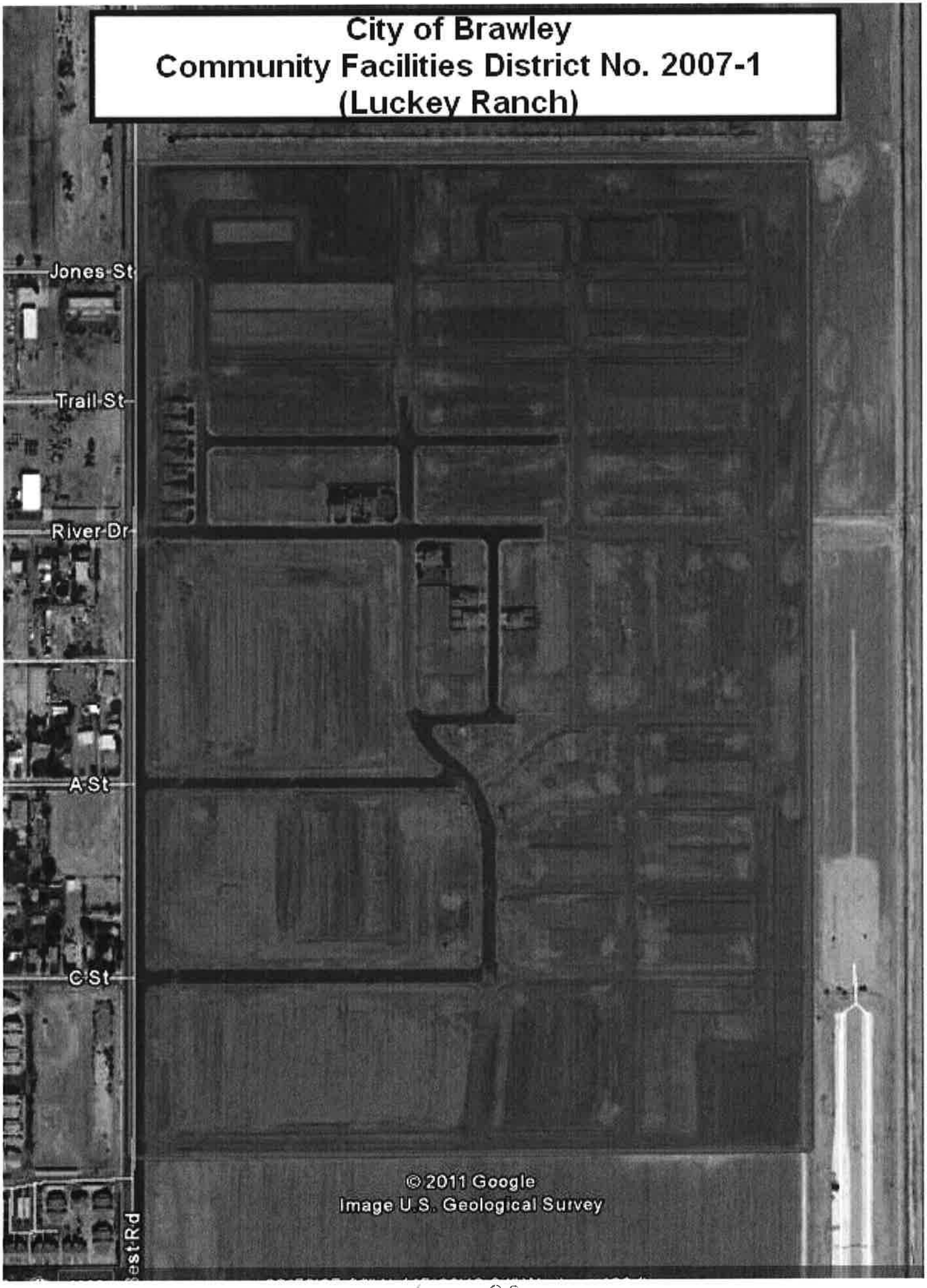

EXHIBIT B

CFD No. 2007-1 of
City of Brawley

Special Tax Levy
Fiscal Year 2013-2014

Exhibit B

City of Brawley
CFD No. 2007-1
FY 2013-2014 Special Tax Levy

APN	TAX CLASS	FY 2013-2014 SPECIAL TAX A	FY 2013-2014 SPECIAL TAX B	FY 2013-2014 TOTAL
047-492-001-000	4	$0	$581.92	$581.92
047-492-002-000	2	$0	$581.92	$581.92
047-492-003-000	2	$0	$581.92	$581.92
047-492-004-000	4	$0	$581.92	$581.92
047-492-005-000	1	$0	$581.92	$581.92
047-492-006-000	2	$0	$581.92	$581.92
047-492-007-000	1	$0	$581.92	$581.92
047-496-019-000	1	$0	$581.92	$581.92
047-496-020-000	2	$0	$581.92	$581.92
047-496-021-000	3	$0	$581.92	$581.92
047-502-001-000	6	$0	$499.94	$499.94
047-502-002-000	5	$0	$499.94	$499.94
047-502-022-000	6	$0	$499.94	$499.94
047-502-023-000	5	$0	$499.94	$499.94
047-502-024-000	7	$0	$499.94	$499.94
047-502-025-000	6	$0	$499.94	$499.94
047-503-007-000	6	$0	$499.94	$499.94
047-503-008-000	5	$0	$499.94	$499.94
Total Number of Parcels Taxed		**18**	**18**	**18**
Total FY 2013-2014 Special Tax		**$0**	**$9,818.72**	**$9,818.72**

RESOLUTION NO. 2013-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2006-1 OF THE CITY OF BRAWLEY (MALAN PARK) AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2006-1 FOR FISCAL YEAR 2013-2014.

WHEREAS, the City of Brawley (the "City") previously established Community Facilities District No. 2006-1 of the City of Brawley (Malan Park) ("CFD No. 2006-1") all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53111 (the "Act"); and

WHEREAS, the City Council for the City acting as the legislative body of CFD No. 2006-1 is authorized pursuant to its Resolution Establishing Community Facilities District No. 2006-1 of the City of Brawley (Malan Park), Authorizing the Levy of Special Taxes and Calling an Election therein approved on October 17, 2006 (the "Resolution of Formation") and the Ordinance Authorizing the Levy of the Special Tax adopted in connection therewith (the "Ordinance") to levy a special tax on property in CFD No. 2006-1 for the purpose of financing (1) the maintenance of certain real or other tangible property within the City of Brawley, California, including all furnishings, equipment and supplies related thereto (collectively, the "District Facilities"), which District Facilities have a useful life of five years or longer; (2) the provision of those police protection services and fire protection and suppression services to the property in the District (collectively, the "District Services") and (3) the incidental expenses to be incurred in connection with and maintaining the District Facilities, providing the District Services and forming and administering the District (the "District Incidental Expenses"); and

WHEREAS, it is now necessary and appropriate that this City levy and collect the special taxes for Fiscal Year 2013-2014 for the purposes specified in the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance; and

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF BRAWLEY, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2006-1, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The special tax ("Special Tax") is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the City which are not otherwise exempt from taxation under the Act or the Ordinance the special taxes for Fiscal Year 2013-2014 at the tax rates set forth in the report dated June 5, 2013 prepared by David Taussig and Associates for CFD No. 2006-1 entitled "City of Brawley Community Facilities District No. 2006-1 (Malan Park)" (the "Report") (the "Report") submitted herewith, which rates do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the City Manager, for the City, or his designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the

listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Imperial County Auditor.

Section 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

Section 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this City Council from time to time.

Section 6. The actions of City staff heretofore taken in order to obtain consent from the Imperial County Auditor to a later filing date are hereby ratified and the City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Imperial County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for Fiscal Year 2013-2014 on or before August 10, 2013, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED, PASSED, AND ADOPTED at a regular meeting held on the 18th day of June, 2012.

CITY OF BRAWLEY, CALIFORNIA

_____

Sam Couchman, Mayor

ATTEST:

_____

Alma Benavides, City Clerk

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

I, Janet P. Smith, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY**, that the foregoing Resolution No. 2013- as passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 18th day of June, 2013 and that it was so adopted by the following roll call vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED: June 18, 2013

_____

Alma Benavides, City Clerk

DAVID
TAUSSIG
& Associates, Inc.

CITY OF BRAWLEY
COMMUNITY FACILITIES DISTRICT
NO. 2006-1
(MALAN PARK)

June 5, 2013

Public Finance
Facilities Planning
Urban Economics

Newport Beach
Fresno
Riverside
San Francisco
Chicago
Dallas

ADMINISTRATION REPORT
FISCAL YEAR 2013-2014

CITY OF BRAWLEY
COMMUNITY FACILITIES DISTRICT NO. 2006-1
(MALAN PARK)

Prepared for

CITY OF BRAWLEY
400 Main Street
Brawley, California 92227

Prepared by

DAVID TAUSSIG & ASSOCIATES, INC.
5000 Birch Street, Suite 6000
Newport Beach, California 92660
(949) 955-1500

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EXHIBITS

Exhibit A: Boundary Map
Exhibit B: Fiscal Year 2013-2014 Special Tax Levy

Introduction

This Mello-Roos Community Facilities District Administration Report presents the findings of the research and financial analysis performed by David Taussig & Associates, Inc. to determine the special tax requirement for Community Facilities District No. 2006-1 ("CFD No. 2006-1") of the City of Brawley ("the City") for fiscal year 2013-2014.

CFD No. 2006-1 is a legally constituted governmental entity established under the Mello-Roos Community Facilities Act of 1982, (the "Act") as amended. The Act provides an alternative method for the financing of certain public facilities and services. Pursuant to the Rate and Method of Apportionment for CFD No. 2006-1, the Special Tax is an annual Special Tax that shall be levied as long as necessary to (i) pay for maintenance of parks, parkways, and open space, and (ii) pay for police and fire protection. CFD No. 2006-1 is not authorized to sell bonds.

A map showing the property in CFD No. 2006-1 is included in Exhibit A.

The authorized services are funded through the annual levy and collection of special taxes from all property subject to the tax within the community facilities district. In calculating the special tax liability for fiscal year 2013-2014, this report examines the financial obligations of the current fiscal year and analyzes the level of development within CFD No. 2006-1.

This report is organized into the following sections:

Section I

Section I provides an update of the development status of property within CFD No. 2006-1.

Section II

Section II analyzes the previous year's special tax levy.

Section III

Section III determines the financial obligations of CFD No. 2006-1 for fiscal year 2013-2014.

Section IV

Section IV reviews the methodology used to apportion the special tax requirement between Developed Property and Undeveloped Property. A table of the 2013-2014 special taxes for each classification of property is included.

I. Special Tax Classifications and Development Update

Special Tax Classifications

The methodology employed to calculate and apportion the special tax is contained in a document entitled the Rate and Method of Apportionment. The Rate and Method of Apportionment defines two categories of property, namely "Developed Property," and "Undeveloped Property." The category of Developed Property is in turn divided into three separate special tax classifications based on the type of structure built. A table of the Developed Property special tax classifications is shown below.

Community Facilities District No. 2006-1
Developed Property Classifications

Land Use Class	Description
1	Single Family Detached Property
2	Single Family Attached Property
3	Non-Residential Property

Developed Property is distinguished from Undeveloped Property by the issuance of a building permit. Specifically, property for which a building permit for new construction was issued as of January 1 of the previous Fiscal Year shall be considered Developed Property. For example, all property in CFD No. 2006-1 for which building permits were issued as of January 1, 2013, will be classified as Developed Property in fiscal year 2013-2014.

Development Update

As of January 1, 2013 building permits had been issued for 96 single family detached units within CFD No. 2006-1. The table below indicates the cumulative Developed Property within CFD No. 2006-1.

Community Facilities District No. 2006-1
Fiscal Year 2013-2014
Cumulative Developed Property

Class	Land Use	Number of Units / Acres
1	Single Family Detached Property	96 units
2	Single Family Attached Property	0 units
3	Non-Residential Property	0 acres

II. Fiscal Year 2012-2013 Levy

The aggregate special tax levy for fiscal year 2012-2013 equaled $53,664. As of May 30, 2013, $53,384.50 in special taxes had been collected by the County. The remaining $279.50 in special taxes is delinquent, resulting in a delinquency rate of 0.52 percent.

III. Fiscal Year 2013-2014 Special Tax Requirement

Pursuant to the Rate and Method of Apportionment, the special tax may be levied in CFD No. 2006-1 to: pay for (a) maintenance of parks, parkways, and open space, (b) police and fire protection services, and (c) administrative expenses; less (d) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator. For fiscal year 2013-2014 the funds required from CFD No. 2006-1 exceed the maximum special taxes that can be collected from Developed Property. Therefore, the special tax requirement is limited to $54,737.28, the amount that can be collected through the levy of the maximum special tax.

IV. Method of Apportionment

Maximum Annual Special Taxes

The amount of special taxes that CFD No. 2006-1 may levy is strictly limited by the maximum special taxes set forth in the Rate and Method of Apportionment. The Maximum Special Taxes for each classification of Developed Property are specified in Table 1 of Section C of the Rate and Method of Apportionment. On each July 1, commencing on July 1, 2008, the Maximum Special Tax shall be increased by an amount equal to two percent (2%) of the Maximum Special Tax in effect for the previous Fiscal Year.

Please note, pursuant to the Rate and Method of Apportionment, no special tax shall be levied on Undeveloped Property.

Apportionment of Annual Special Taxes

The annual special tax that is apportioned to each parcel is determined through the application of Section D of the Rate and Method of Apportionment.

Commencing with Fiscal Year 2008-2009 and for each following Fiscal Year, the Council shall levy the special tax so that the amount of the special tax equals the special tax requirement. The special tax shall be levied proportionally on each Assessor's Parcel of Developed Property at up to 100% of the applicable maximum special tax.

Using this methodology generates special tax revenues of $54,737.28 from Developed Property. The fiscal year 2013-2014 maximum and actual special taxes are shown for each classification of Developed Property in the following table.

Community Facilities District No. 2006-1
Fiscal Year 2013-2014 Annual Special Taxes
for Developed Property

Land Use Class	Description	FY 2013-2014 Maximum Special Tax	FY 2013-2014 Actual Special Tax
1	Single Family Detached Property	$570.19 per unit	$570.18 per unit
2	Single Family Attached Property	$496.09 per unit	NA
3	Non-Residential Property	$3,262.58 per acre	NA

A list of the actual special tax levied against each parcel in CFD No. 2006-1 is included in Exhibit B.

taussig-client/Brawley/Admin/CFD 2006-1/FY 2013-14/2006_1ADM.doc

EXHIBIT A

CFD No. 2006-1 of
City of Brawley

Boundary Map

City of Brawley
Community Facilities District No. 2006-1
(Malan Park)

EXHIBIT B

CFD No. 2006-1 of
City of Brawley

Special Tax Levy
Fiscal Year 2013-2014

Exhibit B

City of Brawley CFD No. 2006-1
FY 2013-2014 Special Tax Levy

APN	TAX CLASS	FY 2013-2014 SPECIAL TAX
048-275-019-000	1	$570.18
048-275-020-000	1	$570.18
048-275-021-000	1	$570.18
048-275-022-000	1	$570.18
048-275-023-000	1	$570.18
048-275-024-000	1	$570.18
048-275-025-000	1	$570.18
048-275-026-000	1	$570.18
048-275-027-000	1	$570.18
048-275-028-000	1	$570.18
048-275-029-000	1	$570.18
048-275-030-000	1	$570.18
048-275-031-000	1	$570.18
048-275-032-000	1	$570.18
048-275-033-000	1	$570.18
048-275-034-000	1	$570.18
048-275-035-000	1	$570.18
048-275-036-000	1	$570.18
048-275-037-000	1	$570.18
048-275-038-000	1	$570.18
048-275-039-000	1	$570.18
048-275-040-000	1	$570.18
048-275-041-000	1	$570.18
048-275-042-000	1	$570.18
048-275-043-000	1	$570.18
048-275-044-000	1	$570.18
048-275-045-000	1	$570.18
048-275-046-000	1	$570.18
048-275-047-000	1	$570.18
048-275-048-000	1	$570.18
048-275-049-000	1	$570.18
048-275-050-000	1	$570.18
048-275-051-000	1	$570.18
048-275-052-000	1	$570.18
048-275-053-000	1	$570.18
048-275-054-000	1	$570.18
048-276-001-000	1	$570.18
048-276-002-000	1	$570.18
048-276-003-000	1	$570.18
048-276-004-000	1	$570.18

Exhibit B

City of Brawley CFD No. 2006-1
FY 2013-2014 Special Tax Levy

APN	TAX CLASS	FY 2013-2014 SPECIAL TAX
048-276-005-000	1	$570.18
048-276-006-000	1	$570.18
048-276-007-000	1	$570.18
048-276-008-000	1	$570.18
048-276-009-000	1	$570.18
048-276-010-000	1	$570.18
048-276-011-000	1	$570.18
048-276-012-000	1	$570.18
048-277-001-000	1	$570.18
048-277-002-000	1	$570.18
048-277-003-000	1	$570.18
048-277-004-000	1	$570.18
048-277-005-000	1	$570.18
048-277-006-000	1	$570.18
048-277-007-000	1	$570.18
048-277-008-000	1	$570.18
048-277-009-000	1	$570.18
048-277-010-000	1	$570.18
048-277-011-000	1	$570.18
048-277-012-000	1	$570.18
048-278-001-000	1	$570.18
048-278-002-000	1	$570.18
048-278-003-000	1	$570.18
048-278-004-000	1	$570.18
048-278-005-000	1	$570.18
048-278-006-000	1	$570.18
048-278-007-000	1	$570.18
048-278-008-000	1	$570.18
048-278-009-000	1	$570.18
048-278-010-000	1	$570.18
048-278-011-000	1	$570.18
048-278-012-000	1	$570.18
048-279-001-000	1	$570.18
048-279-002-000	1	$570.18
048-279-003-000	1	$570.18
048-279-004-000	1	$570.18
048-279-005-000	1	$570.18
048-279-006-000	1	$570.18
048-279-007-000	1	$570.18
048-279-008-000	1	$570.18

Exhibit B

City of Brawley CFD No. 2006-1
FY 2013-2014 Special Tax Levy

APN	TAX CLASS	FY 2013-2014 SPECIAL TAX
048-279-009-000	1	$570.18
048-279-010-000	1	$570.18
048-279-011-000	1	$570.18
048-279-012-000	1	$570.18
048-279-013-000	1	$570.18
048-279-014-000	1	$570.18
048-279-015-000	1	$570.18
048-279-016-000	1	$570.18
048-279-017-000	1	$570.18
048-279-018-000	1	$570.18
048-279-019-000	1	$570.18
048-279-020-000	1	$570.18
048-279-021-000	1	$570.18
048-279-022-000	1	$570.18
048-279-023-000	1	$570.18
048-279-024-000	1	$570.18
Total Number of Parcels Taxed		**96**
Total FY 2013-2014 Special Tax		**$54,737.28**

RESOLUTION NO. 2013-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2007-2 OF THE CITY OF BRAWLEY (SPRINGHOUSE) AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2007-2 FOR FISCAL YEAR 2013-2014.

WHEREAS, the City of Brawley (the "City") previously established Community Facilities District No. 2007-2 of the City of Brawley (Springhouse) ("CFD No. 2007-2") all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53111 (the "Act"); and

WHEREAS, the City Council for the City acting as the legislative body of CFD No. 2007-2 is authorized pursuant to Resolution Nos. 2007-44 and 2007-45 approved on November 20, 2007 (collectively, the "Resolutions of Formation") and the Ordinance Authorizing the Levy of the Special Tax adopted in connection therewith (the "Ordinance") to levy a special tax on property in CFD No. 2007-2 for the purpose of financing: (1) the provision of those police protection and fire protection and suppression services described in Resolution No. 2007-38, (2) the payment of certain impact fees related to the Springhouse Development Project to be applied by the City to the purchase, construction, expansion, improvement or rehabilitation of certain real or other tangible property described in Resolution No. 2007-38, (3) payment of acquisition costs of certain real or other tangible property described in Resolution No. 2007-38 ((2) and (3) collectively, the "Facilities"), which Facilities have a useful life of five years or longer and (4) the incidental expenses to be incurred in connection with financing the Facilities and forming and administering the District (the "Incidental Expenses"), all by the levy of special taxes for CFD No. 2007-2 pursuant to the Resolutions of Formation; and

WHEREAS, it is now necessary and appropriate that this City levy and collect the special taxes for Fiscal Year 2013-2014 for the purposes specified in the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance; and

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF BRAWLEY, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2007-2, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The special tax ("Special Tax") is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the City which are not otherwise exempt from taxation under the Act or the Ordinance the special taxes for Fiscal Year 2013-2014 at the tax rates set forth in the report dated June 5, 2013 prepared by David Taussig and Associates for CFD No. 2007-2 entitled "City of Brawley Community Facilities District No. 2007-2 (Springhouse)" (the "Report") submitted herewith, which rates do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the City Manager, for the

City, or his designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Imperial County Auditor.

Section 4. All of the collections of the special tax shall be used only as provided for in the Act and Resolutions of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formation.

Section 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this City Council from time to time.

Section 6. The actions of City staff heretofore taken in order to obtain consent from the Imperial County Auditor to a later filing date are hereby ratified and the City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Imperial County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for Fiscal Year 2013-2014 on or before August 10, 2013, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED, PASSED, AND ADOPTED at a regular meeting held on the 18th day of June, 2013.

CITY OF BRAWLEY, CALIFORNIA

_____
Sam Couchman, Mayor

ATTEST:

_____
Alma Benavides, City Clerk

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

I, Alma Benavides, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY,** that the foregoing Resolution No. 2013- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 18th day of June, 2013 and that it was so adopted by the following roll call vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED: June 18, 2013

_____
Alma Benavides, City Clerk

DAVID
TAUSSIG
& Associates, Inc.

CITY OF BRAWLEY
COMMUNITY FACILITIES DISTRICT
NO. 2007-2
(SPRINGHOUSE)

June 5, 2013

Public Finance
Facilities Planning
Urban Economics

Newport Beach
Fresno
Riverside
San Francisco
Chicago
Dallas

ADMINISTRATION REPORT
FISCAL YEAR 2013-2014

CITY OF BRAWLEY
COMMUNITY FACILITIES DISTRICT NO. 2007-2
(SPRINGHOUSE)

Prepared for

CITY OF BRAWLEY
400 Main Street
Brawley, California 92227

Prepared by

DAVID TAUSSIG & ASSOCIATES, INC.
5000 Birch Street, Suite 6000
Newport Beach, California 92660
(949) 955-1500

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EXHIBITS

Exhibit A: Boundary Map
Exhibit B: Fiscal Year 2013-2014 Special Tax Levy

Introduction

This Mello-Roos Community Facilities District Administration Report presents the findings of the research and financial analysis performed by David Taussig & Associates, Inc. to determine the special tax requirement for Community Facilities District No. 2007-2 ("CFD No. 2007-2") of the City of Brawley ("the City") for fiscal year 2013-2014.

CFD No. 2007-2 is a legally constituted governmental entity established under the Mello-Roos Community Facilities Act of 1982, (the "Act") as amended. The Act provides an alternative method for the financing of certain public facilities and services. Specifically, CFD No. 2007-2 is authorized to issue up to $4,500,000 in bonds. The proceeds of the bonds will be used to finance the construction, purchase, modification, expansion, improvement or rehabilitation of storm drain, sewer, landscaping, curb and gutter, park, water, roadway, highway and bridge, traffic signals and safety lighting, flood control, libraries, police, fire and recreation facilities. In addition, CFD No. 2007-2 is authorized to levy the Special Tax B to pay for police and fire protection services.

A map showing the property in CFD No. 2007-2 is included in Exhibit A.

The authorized services are funded through the annual levy and collection of special taxes from all property subject to the tax within the community facilities district. In calculating the special tax liability for fiscal year 2013-2014, this report examines the financial obligations of the current fiscal year and analyzes the level of development within CFD No. 2007-2.

This report is organized into the following sections:

Section I
Section I provides an update of the development status of property within CFD No. 2007-2.

Section II
Section II analyzes the previous year's Special Tax A and Special Tax B levies.

Section III
Section III determines the special tax requirement for facilities for CFD No. 2007-2 for fiscal year 2012-2013.

Section IV
Section IV determines the special tax requirement for services for CFD No. 2007-2 for fiscal year 2013-2014.

Section V
Section V reviews the methodology used to apportion the special tax requirement for facilities and the special tax requirement for services between Developed Property and Undeveloped Property. Tables of the 2013-2014 Special Tax A and Special Tax B for each classification of property are included.

I. Special Tax Classifications and Development Update

The methodology employed to calculate and apportion the special tax is contained in a document entitled the Rate and Method of Apportionment ("RMA"). The RMA establishes the Special Tax A which is used to pay debt service on bonds and pay directly for the constriction of facilities and the Special Tax B which is used to fund the cost of annual services. The RMA defines two categories of property, namely "Developed Property," and "Undeveloped Property."

Developed Property is distinguished from Undeveloped Property by the issuance of a building permit. Specifically, property for which a building permit for new construction was issued as of January 1 of the previous Fiscal Year shall be considered Developed Property. For example, all property in CFD No. 2007-2 for which building permits were issued as of January 1, 2013, will be classified as Developed Property in fiscal year 2013-2014.

Special Tax A Classifications

For purposes of calculating the Special Tax A, the category of Developed Property is divided into five separate special tax classifications based on the type of structure built. A table of the Developed Property special tax classifications is shown below.

Community Facilities District No. 2007-2
Special Tax A
Developed Property Classifications

Land Use Class	Description	Square Footage
1	Residential Property	≥ 1,700 s.f.
2	Residential Property	1,400 – 1,699 s.f.
3	Residential Property	1,200 – 1,399 s.f.
4	Residential Property	< 1,200 s.f.
5	Non-Residential Property	Not Applicable

Special Tax B Classifications

For purposes of calculating the Special Tax B, the category of Developed Property is divided into two separate special tax classifications for Residential Property and Non-Residential Property.

No Special Tax B is levied on Undeveloped Property.

Development Update

As of January 1, 2013 building permits had been issued for 21 single family attached units within CFD No. 2007-2. The table below indicates the cumulative Developed Property within CFD No. 2007-2.

The table below lists the aggregate amount of Developed Property by special tax classification.

Community Facilities District No. 2007-2
Fiscal Year 2013-2014
Cumulative Developed Property

Land Use Class	Description	Square Footage	Number of Units/Acres
1	Residential Property	≥ 1,700 s.f.	7 units
2	Residential Property	1,400 – 1,699 s.f.	7 units
3	Residential Property	1,200 – 1,399 s.f.	0 units
4	Residential Property	< 1,200 s.f.	7 units
5	Non-Residential Property	Not Applicable	0 units

II. Fiscal Year 2012-2013 Special Tax Levies

Fiscal Year 2012-2013 Special Tax A Levy

The Special Tax A was not levied in fiscal year 2012-2013.

Fiscal Year 2012-2013 Special Tax B Levy

The aggregate special tax levy for fiscal year 2012-2013 equaled $10,037.58. As of June 3, 2013, all of the special taxes had been collected by the County.

II. Fiscal Year 2013-2014 Special Tax Requirement for Facilities

Since bonds have not yet been issued for CFD No. 2007-2, the City is authorized to levy Special Tax A on Developed Property to pay directly for the acquisition or construction of facilities eligible to be financed by CFD No. 2007-2 and annual administrative expenses as provided for by the RMA.

Notwithstanding the foregoing, the City has decided not to levy Special Tax A in fiscal year 2013-2014. However, the City reserves the right to levy the Special Tax A in all subsequent fiscal years as authorized under the RMA.

III. Fiscal Year 2013-2014 Special Tax Requirement for Services

Pursuant to the RMA, the Special Tax B may be levied in CFD No. 2007-2 to pay for (a) police and fire protection services, and (b) administrative expenses; less (c) a credit for funds available to reduce the annual Special Tax B levy, as determined by the CFD Administrator. For fiscal year 2013-2014 the funds required from CFD No. 2007-2 exceed the maximum Special Tax B that can be collected from Developed Property. Therefore, the special tax requirement for services is limited to $10,238.34, the amount that can be collected through the levy of the maximum Special Tax B.

IV. Method of Apportionment

Maximum Annual Special Taxes

The amount of special taxes that CFD No. 2007-2 may levy is strictly limited by the maximum special taxes set forth in the Rate and Method of Apportionment. The Maximum Special Tax A is specified in Section C.1 of the RMA[1]. The Maximum Special Tax B is specified in Section C.2. On each July 1, commencing on July 1, 2008, the Maximum Special Tax A and Maximum Special Tax B shall be increased by an amount equal to two percent (2%) of the maximum Special Tax in effect for the previous Fiscal Year.

Apportionment of Special Tax A

The annual Special Tax A that is apportioned to each parcel is determined through the application of Section D.1 of the RMA.

The first step states that the Council shall levy the Special Tax A Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the Assigned Special Tax A. If the sum of the amount collected in step one is insufficient to satisfy the Special Tax Requirement for Facilities, then the second step is applied. The second step states that the Council shall Proportionately levy the Special Tax A on each Assessor's Parcel of Undeveloped Property up to the Maximum Special Tax A applicable to each Assessor's Parcel of Undeveloped Property to satisfy the Special Tax Requirement for Facilities. The third and fourth steps are designed to accommodate changes in land use and are intended to be used only as a last resort. Since actual land uses have not substantially deviated from the original projections, these steps are not necessary.

As discussed in Section III, the Special Tax A will not be levied in fiscal year 2013-2014. However, the City reserves the right to levy the Special Tax A in all subsequent fiscal years as authorized under the RMA. The fiscal year 2013-2014 Assigned Special Tax A and actual Special Tax A are shown in the following table.

[1] Technically, Section C states that the Maximum Special Tax A for a parcel of Developed Property is equal to the greater of (i) the "Backup Special Tax A" or (ii) the Assigned Special Tax A. The Backup Special Tax A was established for the contingency of a shortfall in revenues resulting from significant changes in development densities. The contingency for which the Backup Special Tax A was established does not exist and hence, all discussion of Maximum Special Tax A for Developed Property focuses on the Assigned Special Tax A.

Community Facilities District No. 2007-2
Fiscal Year 2013-2014 Special Tax A

Land Use Class	Description	Residential Floor Area	FY 2013-2014 Assigned/Maximum Special Tax A	FY 2013-2014 Actual Special Tax A
1	Residential Property	≥ 1,700 s.f.	$1,427.97 per unit	$0.00 per unit
2	Residential Property	1,400 – 1,699 s.f.	$1,363.78 per unit	$0.00 per unit
3	Residential Property	1,200 – 1,399 s.f.	$1,242.16 per unit	$0.00 per unit
4	Residential Property	< 1,200 s.f.	$1,120.53 per unit	$0.00 per unit
5	Non-Residential Property	Not Applicable	$21,169.60 per Acre	$0.00 per unit
NA	Undeveloped Property	NA	$21,169.60 per Acre	$0.00 per Acre

Apportionment of Special Tax B

The annual Special Tax B that is apportioned to each parcel is determined through the application of Section D.2 of the RMA.

Commencing with Fiscal Year 2007-2008 and for each following Fiscal Year, the Council shall levy Special Tax B so that the amount of Special Tax B equals the special tax requirement for services. The special tax shall be levied proportionally on each Assessor's Parcel of Residential Property at up to 100% of the maximum Special Tax B.

Using this methodology generates Special Tax B revenues of $10,238.34 from Residential Property. The fiscal year 2013-2014 assigned special taxes are shown for each classification of Developed Property in the following table.

Community Facilities District No. 2007-2
Fiscal Year 2013-2014 Special Tax B

Description	FY 2013-2014 Maximum Special Tax	FY 2013-2014 Actual Special Tax B
Residential Property	$487.54 per unit	$487.54 per unit
Non-Residential Property	$7,541.53 per Acre	$0 per Acre

Please note, pursuant to the RMA, no Special Tax B shall be levied on Undeveloped Property.

A list of the actual Special Tax B levied against each parcel in CFD No. 2007-2 is included in Exhibit B.

taussig-client/Brawley/Admin/CFD 2007-2/FY 2013-14/2007_2ADM 01.doc

EXHIBIT A

CFD No. 2007-2 of
City of Brawley

Boundary Map

City of Brawley
Community Facilities District No. 2007-2
(Springhouse)

EXHIBIT B

CFD No. 2007-2 of
City of Brawley

Special Tax Levy
Fiscal Year 2013-2014

Exhibit B

City of Brawley
CFD No. 2007-2
FY 2013-2014 Special Tax Levy

APN	TAX CLASS	FY 2013-2014 SPECIAL TAX A	FY 2013-2014 SPECIAL TAX B	FY 2013-2014 TOTAL
048-460-001-000	4	$0	$487.54	$487.54
048-460-002-000	2	$0	$487.54	$487.54
048-460-003-000	1	$0	$487.54	$487.54
048-460-004-000	4	$0	$487.54	$487.54
048-460-005-000	2	$0	$487.54	$487.54
048-460-006-000	1	$0	$487.54	$487.54
048-460-007-000	1	$0	$487.54	$487.54
048-460-008-000	2	$0	$487.54	$487.54
048-460-009-000	4	$0	$487.54	$487.54
048-460-010-000	4	$0	$487.54	$487.54
048-460-011-000	2	$0	$487.54	$487.54
048-460-012-000	1	$0	$487.54	$487.54
048-460-013-000	1	$0	$487.54	$487.54
048-460-014-000	2	$0	$487.54	$487.54
048-460-015-000	4	$0	$487.54	$487.54
048-460-016-000	4	$0	$487.54	$487.54
048-460-017-000	2	$0	$487.54	$487.54
048-460-018-000	1	$0	$487.54	$487.54
048-460-019-000	1	$0	$487.54	$487.54
048-460-020-000	2	$0	$487.54	$487.54
048-460-021-000	4	$0	$487.54	$487.54
Total Number of Parcels Taxed		**0**	**21**	**21**
Total FY 2013-2014 Special Tax		**$0**	**$10,238.34**	**$10,238.34**

RESOLUTION NO. 2013-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CITY OF BRAWLEY (VICTORIA PARK) AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2005-1 FOR FISCAL YEAR 2013-2014.

WHEREAS, the City of Brawley (the "City") previously established Community Facilities District No. 2005-1 of the City of Brawley (Victoria Park) ("CFD No. 2005-1") all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53111 (the "Act"); and

WHEREAS, the City Council for the City acting as the legislative body of CFD No. 2005-1 is authorized pursuant to Resolution No. 2005-25 approved on June 7, 2005 (the "Resolution of Formation") and the Ordinance Authorizing the Levy of the Special Tax adopted in connection therewith (the "Ordinance") to levy a special tax on property in CFD No. 2005-1 to pay for the maintenance of certain real or other tangible property described in Resolution No. 2005-22 including all furnishings, equipment and supplies related thereto (collectively, the "District Facilities"), which District Facilities have a useful life of five years or longer and incidental expenses to be incurred in connection with and maintaining the District Facilities and forming and administering the District (the "District Incidental Expenses") by the levy of special taxes for CFD No. 2005-1 pursuant to the Resolution of Formation; and

WHEREAS, it is now necessary and appropriate that this City levy and collect the special taxes for Fiscal Year 2013-2014 for the purpose specified in the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance; and

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF BRAWLEY, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The special tax ("Special Tax") is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the City which are not otherwise exempt from taxation under the Act or the Ordinance the special taxes for Fiscal Year 2013-2014 at the tax rates set forth in the report dated June 5, 2013 prepared by David Taussig and Associates for CFD No. 2005-1 entitled "City of Brawley Community Facilities District No. 2005-1 (Victoria Park)" (the "Report") submitted herewith, which rates do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the City Manager, for the City, or his designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the tax applicable to any category of parcels and can

only be made prior to the submission of the tax rolls to the Imperial County Auditor.

Section 4. All of the collections of the special tax shall be used only as provided for in the Act and Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in Resolution of Formation.

Section 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this City Council from time to time.

Section 6. The actions of City staff heretofore taken in order to obtain consent from the Imperial County Auditor to a later filing date are hereby ratified and the City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Imperial County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for Fiscal Year 2013-2014 on or before August 10, 2013, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED, PASSED, AND ADOPTED at a regular meeting held on the 18th day of June, 2013.

CITY OF BRAWLEY, CALIFORNIA

_____
Sam Couchman, Mayor

ATTEST:

_____
Alma Benavides, City Clerk

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

I, Alma Benavides, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY**, that the foregoing Resolution No. 2013- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 18th day of June, 2013 and that it was so adopted by the following roll call vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED: June 18, 2013

_____
Alma Benavides, City Clerk

DAVID
TAUSSIG
& Associates, Inc.

CITY OF BRAWLEY
COMMUNITY FACILITIES DISTRICT
NO. 2005-1
(VICTORIA PARK)

June 5, 2013

Public Finance
Facilities Planning
Urban Economics

Newport Beach
Fresno
Riverside
San Francisco
Chicago
Dallas

ADMINISTRATION REPORT
FISCAL YEAR 2013-2014

CITY OF BRAWLEY
COMMUNITY FACILITIES DISTRICT NO. 2005-1
(VICTORIA PARK)

Prepared for

CITY OF BRAWLEY
400 Main Street
Brawley, California 92227

Prepared by

DAVID TAUSSIG & ASSOCIATES, INC.
5000 Birch Street, Suite 6000
Newport Beach, California 92660
(949) 955-1500

Table of Contents

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	Development Update	2
II.	*Fiscal Year 2012-2013 Special Tax Levy*	*3*
III.	*Fiscal Year 2013-2014 Special Tax Requirement*	*4*
IV.	*Method of Apportionment*	*5*
	Maximum Special Taxes	5
	Apportionment of Special Taxes	5

EXHIBITS

Exhibit A: Boundary Map
Exhibit B: Fiscal Year 2013-2014 Special Tax Levy

Introduction

This Mello-Roos Community Facilities District Administration Report presents the findings of the research and financial analysis performed by David Taussig & Associates, Inc. to determine the special tax requirement for Community Facilities District No. 2005-1 ("CFD No. 2005-1") of the City of Brawley ("the City") for fiscal year 2013-2014.

CFD No. 2005-1 is a legally constituted governmental entity established under the Mello-Roos Community Facilities Act of 1982, (the "Act") as amended. The Act provides an alternative method for the financing of certain public facilities and services. Pursuant to the Rate and Method of Apportionment for CFD No. 2005-1, the Special Tax is an annual Special Tax that shall be levied as long as necessary to (i) pay for maintenance of parks, parkways, and open space, and (ii) pay for police and fire protection. CFD No. 2005-1 is not authorized to sell bonds.

A map showing the property in CFD No. 2005-1 is included in Exhibit A.

The authorized services are funded through the annual levy and collection of special taxes from all property subject to the tax within the community facilities district. In calculating the special tax liability for fiscal year 2013-2014, this report examines the financial obligations of the current fiscal year and analyzes the level of development within CFD No. 2005-1.

This report is organized into the following sections:

Section I

Section I provides an update of the development status of property within CFD No. 2005-1.

Section II

Section II analyzes the previous year's special tax levy.

Section III

Section III determines the financial obligations of CFD No. 2005-1 for fiscal year 2013-2014.

Section IV

Section IV reviews the methodology used to apportion the special tax requirement between Developed Property and Undeveloped Property. A table of the 2013-2014 special taxes for each classification of property is included.

I. Special Tax Classifications and Development Update

Special Tax Classifications

The methodology employed to calculate and apportion the special tax is contained in a document entitled the Rate and Method of Apportionment. The Rate and Method of Apportionment defines two categories of property, namely "Developed Property," and "Undeveloped Property." The category of Developed Property is in turn divided into two separate special tax classifications based on the type of structure built. A table of the Developed Property special tax classifications is shown below.

Community Facilities District No. 2005-1
Developed Property Classifications

Land Use Class	Description
1	Single Family Property
2	Non-Residential Property

Developed Property is distinguished from Undeveloped Property by the issuance of a building permit. Specifically, property for which a building permit for new construction was issued as of January 1 of the previous Fiscal Year shall be considered Developed Property. For example, all property in CFD No. 2005-1 for which building permits were issued as of January 1, 2013, will be classified as Developed Property in fiscal year 2013-2014.

Development Update

As of January 1, 2013 building permits had been issued for 56 single family units within CFD No. 2005-1. The table below indicates the cumulative Developed Property within CFD No. 2005-1.

Community Facilities District No. 2005-1
Fiscal Year 2012-2013
Cumulative Developed Property

Class	Land Use	Number of Units / Acres
1	Single Family Property	56 units
2	Non-Residential Property	0 acres

II. Fiscal Year 2012-2013 Special Tax Levy

The aggregate special tax levy for fiscal year 2012-2013 equaled $24,540.32. As of May 30, 2013, all $24,540.32 in special taxes had been collected by the County.

III. Fiscal Year 2013-2014 Special Tax Requirement

Pursuant to the Rate and Method of Apportionment, the special tax may be levied in CFD No. 2005-1 to: pay for (a) maintenance of parks, parkways, and open space, (b) police and fire protection services, and (c) administrative expenses; less (d) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator. For fiscal year 2013-2014, the funds required from CFD No. 2005-1 exceed the maximum special taxes that can be collected from Developed Property. Therefore, the special tax requirement is limited to $25,030.88, the amount that can be collected through the levy of the maximum special tax.

IV. Method of Apportionment

Maximum Annual Special Taxes

The amount of special taxes that CFD No. 2005-1 may levy is strictly limited by the maximum special taxes set forth in the Rate and Method of Apportionment. The Maximum Special Taxes for each classification of Developed Property are specified in Table 1 of Section C of the Rate and Method of Apportionment. On each July 1, commencing on July 1, 2006, the Maximum Special Tax shall be increased by an amount equal to two percent (2%) of the Maximum Special Tax in effect for the previous Fiscal Year.

Please note, pursuant to the Rate and Method of Apportionment, no special tax shall be levied on Undeveloped Property.

Apportionment of Annual Special Taxes

The annual special tax that is apportioned to each parcel is determined through the application of Section D of the Rate and Method of Apportionment.

Commencing with Fiscal Year 2005-2006 and for each following Fiscal Year, the Council shall levy the special tax so that the amount of the special tax equals the special tax requirement. The special tax shall be levied proportionally on each Assessor's Parcel of Developed Property at up to 100% of the applicable maximum special tax.

Using this methodology generates special tax revenues of $25,030.88 from Developed Property. The fiscal year 2013-2014 maximum and actual special taxes are shown for each classification of Developed Property in the following table.

Community Facilities District No. 2005-1
Fiscal Year 2013-2014 Annual Special Taxes
for Developed Property

Land Use Class	Description	FY 2013-2014 Maximum Special Tax	FY 2013-2014 Actual Special Tax
1	Single Family Property	$446.99 per unit	$446.98 per unit
2	Non-Residential Property	$2,719.43 per acre	NA

A list of the actual special tax levied against each parcel in CFD No. 2005-1 is included in Exhibit B.

taussig-client/Brawley/Admin/CFD 2005-1/FY 2013-14/2005_1ADM.doc

EXHIBIT A

CFD No. 2005-1 of
City of Brawley

Boundary Map

City of Brawley
Community Facilities District No. 2005-1
(Victoria Park)

EXHIBIT B

CFD No. 2005-1 of
City of Brawley

Special Tax Levy
Fiscal Year 2013-2014

Exhibit B

City of Brawley CFD No. 2005-1
FY 2013-2014 Special Tax Levy

APN	TAX CLASS	FY 2013-2014 SPECIAL TAX
048-271-034-000	1	$446.98
048-271-035-000	1	$446.98
048-271-036-000	1	$446.98
048-271-037-000	1	$446.98
048-271-038-000	1	$446.98
048-271-039-000	1	$446.98
048-271-040-000	1	$446.98
048-271-047-000	1	$446.98
048-271-048-000	1	$446.98
048-271-049-000	1	$446.98
048-271-050-000	1	$446.98
048-271-051-000	1	$446.98
048-271-052-000	1	$446.98
048-271-053-000	1	$446.98
048-271-054-000	1	$446.98
048-274-001-000	1	$446.98
048-274-002-000	1	$446.98
048-274-003-000	1	$446.98
048-274-004-000	1	$446.98
048-274-005-000	1	$446.98
048-274-006-000	1	$446.98
048-274-012-000	1	$446.98
048-274-013-000	1	$446.98
048-275-001-000	1	$446.98
048-275-002-000	1	$446.98
048-275-003-000	1	$446.98
048-275-004-000	1	$446.98
048-275-005-000	1	$446.98
048-275-006-000	1	$446.98
048-275-007-000	1	$446.98
048-275-008-000	1	$446.98
048-275-009-000	1	$446.98
048-275-010-000	1	$446.98
048-275-011-000	1	$446.98
048-275-012-000	1	$446.98
048-275-013-000	1	$446.98
048-275-014-000	1	$446.98
048-275-015-000	1	$446.98
048-275-016-000	1	$446.98
048-275-017-000	1	$446.98
048-275-018-000	1	$446.98

Exhibit B

City of Brawley CFD No. 2005-1
FY 2013-2014 Special Tax Levy

APN	TAX CLASS	FY 2013-2014 SPECIAL TAX
048-401-001-000	1	$446.98
048-401-002-000	1	$446.98
048-401-003-000	1	$446.98
048-401-004-000	1	$446.98
048-401-005-000	1	$446.98
048-401-006-000	1	$446.98
048-401-007-000	1	$446.98
048-401-008-000	1	$446.98
048-401-009-000	1	$446.98
048-402-001-000	1	$446.98
048-402-002-000	1	$446.98
048-402-003-000	1	$446.98
048-402-004-000	1	$446.98
048-402-005-000	1	$446.98
048-402-006-000	1	$446.98
Total Number of Parcels Taxed		**56**
Total FY 2013-2014 Special Tax		**$25,030.88**

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: June 18, 2013

City Manager: _____

PREPARED BY: Alma Benavides, City Clerk

PRESENTED BY: Alma Benavides, City Clerk

SUBJECT: Reject claim as recommended by Carl Warren & Company Claims Management/Adjusters Claimant: Shawna Davis

CITY MANAGER RECOMMENDATION: Approve

DISCUSSION/DIRECTION:

Claimant	**Date Filed**
Shawna Davis	May 23, 2013

FISCAL IMPACT: None

ATTACHMENTS: Correspondence from Carl Warren & Company
Recommending rejection of claim

RESOLUTION NO. 2013-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA AMENDING THE FISCAL YEAR CITY OF BRAWLEY BUDGET

Amendment No. 2013-07: Department: Information Technology

WHEREAS, Minute Order dated May 15, 2012 adopted the fiscal year 2012-2013 City of Brawley Budget and appropriated expenses on a cost center basis; and

WHEREAS, adjustments to the FY 2012-2013 Budget have been determined to be necessary.

THEREFORE, BE IT RESOLVED, that the FY 2012-2013 Budget is hereby amended as follows:

REVENUE

BUDGET NUMBERS	ACCOUNT NAME	INCREASE	DECREASE

EXPENDITURES

BUDGET NUMBERS	ACCOUNT NAME	INCREASE	DECREASE
101-181.000-721.900	Small Tools & Minor Equipment	$ 4,896	
	Total	$ 4,896	

REASON: To increase the Information Technology Budget to reflect expenditures incurred as a result of downtown Brawley related video surveillance improvements.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the 18th day of June, 2013.

CITY OF BRAWLEY, CALIFORNIA

Sam A. Couchman, Mayor

ATTEST:

Alma Benavides, City Clerk

SIGMAnet®
We Take Care of IT™

Date: 4/17/2013

QUOTATION

Quote: 5132595

To:
James Arthur
City of Brawley
Brawley CALIFORNIA, 92227
Tel: 760-351-8805 Fax:

From:
Linda Neely
SIGMAnet
Ontario, CA 91761
Tel: 909-230-7085 Fax: 909-937-9125

Comments:

	Part Number	Manufacturer	Description	Qty	Unit Price	Amount
1	IBR600LE-VZ	CradlePoint, Inc	CradlePoint COR IBR600LE Wireless Router - IEEE 802.11n - 4 x Antenna - ISM Band - 54 Mbps Wireless Speed - 1 x Network Port - 1 x Broadband Port - USB Desktop	5	579.00	2,895.00
2	WP-STND3YR	CradlePoint, Inc	CradlePoint WiPipe Central Standard Enterprise Support Agreement - 3 Year Extended Service - Maintenance - Parts & Labor - Physical Service	5	51.00	255.00
3	WP-SETUP	CradlePoint, Inc	PROF SVCS TO LOAD DEVICES REG (One Time Activation Fee)	1	469.00	469.00
4	CCPRM3YR-CAT2	CradlePoint, Inc	3YR 24X7 CRADLECARE PREMIER FOR	5	209.00	1,045.00

Sub Total :	$4,664.00
Tax :	$231.60
Shipping :	$0.00
Total :	**$4,895.60**

Quotation is valid for 30 Days.
Promotional pricing, price quoted net of rebate pricing & limited time pricing may expire prior to the 30 days from date of quote and maybe subject to change without notice. All prices are F.O.B. Ontario, California
Please feel free to contact me if you have any further questions. Thank You.

SIGMAnet IT Procurement and Technical Services

CITY OF BRAWLEY
REQUISITION MEMORANDUM

DELIVER TO: DEPARTMENT IT
ADDRESS 351 Main Street
Brawley

DATE
REG. NO.
SHIP VIA

ITEM NO.	QUANTITY	SIZE	STOCK NO. · STYLE NO. · DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL AMT.
	5		CradlePoint IBRGOOLE Wireless Routers	101-181.000-721.900	$579	$2895.0
	5		WiPipe - Cloud control 3years			
	5		Warranty Care 3 year 24x7		$51	$265.00
	1		Activation fee		$209	$1045.00
			Please see Attached Quote		$469	$469.00
						4895.60

04-23-13P11:11 RCVD
Avail (15,959)

REQUESTED BY
James Arthur

VENDOR
SIGMANet
Jennifer Blanco 909-230-7077
4290 Brickell Street
Ontario Ca 91761

RR

APPROVED BY
Department Head

IMPERIAL PRINTERS -- 13893

SIGMAnet ®

No. **438004**

4290 E. Brickell Street
Ontario, CA 91761
TEL 909.230.7500 FAX 909.390.8428
www.sigmanet.com
Please remit to: SIGMAnet, Inc.
P.O. Box 515259
Los Angeles, CA 90051-6559

INVOICE DATE: 05/22/2013
Customer Order No: 00001253
INVOICE DUE DATE 06/21/2013

Bill To:	Accounts Payable City of Brawley 400 Main Street Brawley CA, 92227 Tel: 760-351-8805
Ship To:	Information Technology City of Brawley 351 Main Street Brawley CA, 92227 Tel: 760-351-8806

Sales Order	Sales Person	Ship Method	Sales Tax	Terms/Limit	F.O.B
498757	BDM: Daniel Ruymann Acct Mgr: Linda Neely	Ground	8%	Net - 30 Days	Destination, Freight Prepaid

	Description	Qty	Unit Price	Amount
1	CradlePoint, Inc, CradlePoint COR IBR600LE Wireless Router - IEEE 802.11n - 4 x Antenna - ISM Band - 54 Mbps Wireless Speed - 1 x Network Port - 1 x Broadband Port - USB Desktop, PN #IBR600LE-VZ, SN #	5	579.00	2895.00
2	CradlePoint, Inc, CradlePoint WiPipe Central Standard Enterprise Support Agreement - 3 Year Extended Service - Maintenance - Parts & Labor - Physical Service, PN #WP-STND3YR, SN #	5	51.00	255.00
3	CradlePoint, Inc, PROF SVCS TO LOAD DEVICES REG, PN #WP-SETUP, SN #	1	469.00	469.00
4	CradlePoint, Inc, 3YR 24X7 CRADLECARE PREMIER FOR, PN #CCPRM3YR-CAT2, SN #	5	209.00	1045.00

Note :

Sub-Total	$4,664.00
Sales Tax	$231.60
Service	$0.00
Shipping	$0.00
Total	**$4,895.60**

Thank You For Your Order!

Minimize your capital expenditures.
Ask about our leasing programs.

If you have any questions concerning this Invoice, please call: Accounts Receivable department at (909) 230-7010
Federal Tax Payer ID : 52-1728942

1. All currency listed is in US Dollars
2. Returned products are subject to a 15% restocking fee and must be accompanied with an authorized RMA#. All returns must be sent freight prepaid.
3. Late payment is subject to a late/rebilling charge of $20.00 plus 1.5% interest per month.

PURCHASE ORDER

City of Brawley
400 Main Street
Brawley, CA 92227
Phone: (760) 344-8941

DATE	DATE REQUIRED	P.O. NUMBER	PAGE
04/25/2013	04/25/2013	00001253	1

VENDOR NO.: S871

VENDOR
SIGMANET, INC.
4290 E. BRICKELL STREET
ONTARIO, CA 91761

SHIP TO
INFORMATION TECHNOLOGY
351 MAIN STREET
BRAWLEY, CA 92227

SHIP VIA:
F.O.B.:
TERMS:
EXP. DATE: 06/30/2013
DESCRIPTION: CRADLE POINT WIRELESS ROUTERS 52-1728942

ORDERED BY: JAMES ARTHUR
P.O. TYPE: Regular
REQ. NO.:
ACCT. NO.:

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	TOTAL COST
5.000		IBR600LE-VZ Wireless Router	579.0000	2,895.00
5.000		WP-STND3YR Extended Service	51.0000	255.00
1.000		WP-SETUP Prof Svcs (Activation Fee)	469.0000	469.00
5.000		CCPRM3YR-CAT2 Cradlecare Premier	209.0000	1,045.00
1.000		Tax	231.6000	231.60
			TOTAL: $	4,895.60

101-181.000-721.900 Small tools & minor equipment 4,895.60

438004 5/22/13

Received By: J. ARTHUR 5/23/2013
Date Received: 5/3/2013
Approved for Payment By:

167123

Purchasing Agent

TERMS & CONDITIONS:

1. Mail two copies of your invoice to the Finance Director, City of Brawley.
2. All packages, cartons, or other containers must be plainly marked with the Pruchase Order Number.
3. The right is reserved to purchase, in the open market and to charge the difference to the vendor in the event that deliveries are not made at the time specified in the bids and on this order.
4. Whenever a delivery is rejected, the vendor shall be notified and be given the reason for rejection. All rejected deliveries shall be held at the vendor's risk and he shall bear the expense of removal.
5. In the fulfillment of this order, the contractor/vendor shall not, unless based upon a bona fide occupational qualification, or, except where based upon applicable security regulations established by the United States or the State of California, because of the race, religious creed, color, national origin, or ancestry of any person, refuse to hire or employ him or refuse to select him for a training program leading to employment, or bar or discharge such person from employment, or from a training program leading to employment, discriminate against such person in compensation or in terms, conditions or priviledges of employment. This order void in the event of violation.

White Copy-Vendor Yellow Copy-Department Pink Copy-Finance

ORDINANCE NO. 2013-03

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA REPEALING AND REENANCATING ARTICLE II OF CHAPTER 22 OF THE BRAWLEY MUNCIPAL CODE RELATING TO WASTEWATER TREATMENT.

The City Council of the City of Brawley does ordain as follows:

SECTION 1: Article II of Chapter 22 of the Brawley Municipal Code is hereby repealed and reenacted to read as follows:

SEWERS

CHAPTER 22.

SEWERS.

Article I. Services Charges.

Sec. 22.3 Repealed.

Article II. Wastewater Treatment.

Sec. 22.10. Purpose and policy.
22.11. Administration.
22.12. Abbreviations.
22.13. Definitions.
22.14. Reserved.
22.15. Prohibited discharge standards.
22.16. National Categorical Pretreatment
22.17. State pretreatment standards.
22.18. Local limits.
22.19. Brawley's right of revision.
22.20. Dilution.
22.21--22.24. Reserved.
22.25. Pretreatment facilities.
22.26. Additional pretreatment measures.
22.27. Accidental discharge/slug control plans.
22.28. Hauled wastewater.
22.29. Reserved.
22.30. Wastewater analysis.
22.31. Wastewater discharge permit requirement.
22.32. Wastewater discharge permitting--Existing connections.
22.33. Wastewater discharge permitting--New connections.
22.34. Wastewater discharge permit application contents.

22.35. Application signatories and certification.
22.36. Wastewater discharge permit decisions.
22.37--22.39. Reserved.
22.40. Wastewater discharge permit duration.
22.41. Wastewater discharge permit contents.
22.42. Wastewater discharge permit appeals.
22.43. Wastewater discharge permit modification.
22.44. Wastewater discharge permit transfer.
22.45. Wastewater discharge permit revocation.
22.46. Wastewater discharge permit reissuance.
22.47. Regulation of waste received from other jurisdictions.
22.48--22.49. Reserved.
22.50. Baseline monitoring reports.
22.51. Compliance schedule progress reports.
22.52. Reports on compliance with categorical pretreatment standard deadline.
22.53. Periodic compliance reports.
22.54. Reports of changed conditions.
22.55. Reports of potential problems.
22.56. Reports from unpermitted users.
22.57. Notice of violation--Repeat sampling and reporting.
22.58. Notification of the discharge of hazardous waste.
22.59. Analytical requirements.
22.60. Sample collection.
22.61. Timing.
22.62. Record keeping.
22.63--22.64. Reserved.
22.65. Right of entry--Inspection and sampling.
22.66. Search warrants.
22.67. Confidential information.
22.68. Publication of users in significant non-compliance.
22.69. Reserved.
22.70. Notification of violation.
22.71. Consent orders.
22.72. Show cause hearing.
22.73. Compliance orders.
22.74. Cease and desist orders.
22.75. Administrative fines.
22.76. Emergency suspensions.
22.77. Termination of discharge.
22.78.--22.79. Reserved.
22.80. Injunctive relief.
22.81. Civil penalties.
22.82. Criminal prosecution.
22.83. Remedies nonexclusive.
22.84. Reserved.

22.85. Performance bonds.
22.86. Liability insurance.
22.87. Water supply severance optional.
22.88. Public nuisances.
22.89. Upset.
22.90. Prohibited discharge standards.
22.91. Bypass.
22.92. Pretreatment charges and fees.
22.93. Severability.
22.94 Conflicts.

Sec. 22.3. Repealed by Ord. No. 2008-06.

Article II. Wastewater Pretreatment.

Sec. 22.10. Purpose and Policy. This chapter sets forth uniform requirements for users of the publicly owned treatment works for the City and enables the City to comply with all applicable state and federal laws, including the Clean Water Act (33 United States Code § 1251 et seq.) and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403). The objectives of this chapter are:

1. To prevent the introduction of pollutants into the publicly owned treatment works that will interfere with its operation;

2. To prevent the introduction of pollutants into the publicly owned treatment works that will pass through the publicly owned treatment works, inadequately treated, into receiving waters, or otherwise be incompatible with the publicly owned treatment works;

3. To protect both publicly owned treatment works personnel who may be affected by wastewater and sludge in the course of their employment and the general public;

4. To promote reuse and recycling of wastewater and sludge from the publicly owned treatment works;

5. To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the publicly owned treatment works; and

6. To enable the City to comply with its National Pollutant Discharge Elimination system permit conditions, sludge use and disposal requirements, and any other federal or state laws to which the publicly owned treatment works is subject.

This chapter shall apply to all users of the publicly owned treatment works. This chapter authorizes the issuance of wastewater discharge permits provides for monitoring, compliance, and enforcement activities establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.11. Administration. Except as otherwise provided herein, the City Manager shall administer, implement, and enforce the provisions of this chapter. Any powers granted to or duties imposed upon the City Manager may be delegated by the City Manager to other City personnel. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.12. Abbreviations. The following abbreviations, when used in this chapter, shall have the designated meanings:

1. BOD – Biochemical Oxygen Demand;

2. CFR – Code of Federal Regulations. Where necessary to the enforcement of this chapter cited regulations shall be deemed incorporated by reference;

3. COD – Chemical Oxygen Demand;

4. EPA – U.S. Environmental Protection Agency;

5. gpd – gallons per day;

6. mg/l – milligrams per liter;

7. NPDES – National Pollutant Discharge Elimination System;

8. POTW – Publicly Owned Treatment Works;

9. RCRA – Resource Conservation and Recovery Act;

10. SIC – Standard Industrial Classification;

11. TSS – Total Suspended Solids;

12. U.S.C. – United States Code. Where necessary to the enforcement of this chapter cited statutes shall be deemed incorporated by reference. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Section 22.13. Definitions. Unless a provision explicitly states otherwise, the following terms and phrases, as used in this chapter, shall have the meanings hereinafter designated.

"Act" or "the Act" means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq.

"Approval authority" means the state of California, Colorado River Basin Regional Water Quality Control Board.

"Authorized Representative of the User" is defined as follows:

1. If the user is a corporation:

(a) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(b) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures

2. If the user is a partnership or sole proprietorship; a general partner or proprietor, respectively.

3. If the user is a federal, state, or local governmental facility a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

4. The individuals described in subsections (1-3) of this section, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.

"Best Management Practices" or "BMPs" means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 2.15 (a) and (b). BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

"Biochemical Oxygen Demand" or "BOD" means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five(5) days at two hundred centigrade, usually expressed as a concentration (e.g., mg/l).

"Categorical Pretreatment Standard" or "Categorical Standard" means any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. § 1317) which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471. .

"Categorical Industrial User" or "CIU" means an Industrial User subject to a categorical Pretreatment Standard or categorical Standard.

"Chemical Oxygen Demand" or "COD" means a measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

"Daily Maximum" means the arithmetic average of all effluent samples for a pollutant collected during a calendar day.

"Daily Maximum Limit" means the maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

The "City of Brawley" as represented by the City Council of Brawley.

"Environmental Protection Agency" or "EPA" means the U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, or other duly authorized official of said agency.

"Existing source" means any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

"Grab sample" means a sample which is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen minutes.

"Indirect discharge or discharge" means the introduction of pollutants into the POTW from any nondomestic source regulated under Section 307(b), (c), or (d) of the Act.

"Instantaneous maximum allowable discharge limit" or "Instantaneous Limit" means the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

"Interference" means a discharge, which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of the City's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent state or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries .

" Local Limit" means specific discharge limits developed and enforced by the City upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).Act.

"Medical waste" means isolation wastes infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

"Monthly Average" means the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

"Monthly Average Limit" means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

"New Source."

1. Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

a. The building, structure, facility, or installation is constructed at a site at which no other source is located; or

b. The building, structure/ facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

c. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

2. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection (1) (b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.

3. Construction of a new source as defined under this subsection has commenced if the owner or operator has:

(a) Begun, or caused to begin, as part of a continuous onsite construction program:

(i) Any placement, assembly, or installation of facilities or equipment; or

(ii) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(b) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this subsection.

"Noncontact cooling water" means water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

"Pass through" means a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City's NPDES permit, including an increase in the magnitude or duration of a violation.

"Person" means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, state, and local governmental entities.

"pH" is a measure of the acidity or alkalinity of a solution, expressed in standard units.

"Pollutant" means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

"Pretreatment" means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

"Pretreatment requirements" means any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

"Pretreatment standards" or "standards" means prohibited discharge standards, categorical pretreatment standards, and local limits.

"Prohibited discharge standards" or "prohibited discharges" means absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 22.15 of this chapter.

"Publicly owned treatment works" or "POTW" means a "treatment works," as defined by Section 212 of the Act (33 U.S.C. § 1292) which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant.

"Septic tank waste" means any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

"Sewage" means human excrement and gray water (household showers, dishwashing operations, etc.).

"Significant Industrial User (SIU).

Except as provided in paragraphs 3 and 4 of this Section, a Significant Industrial User is:

1. An Industrial User subject to categorical pretreatment standards; or

2. A Industrial User that:

(a) Discharges an average of twenty-five thousand gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater);

(b) Contributes a process wastestream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or

(c) Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

3. The City may determine that an Industrial User subject to categorical Pretreatment Standards is a Non-Significant Categorical Industrial User rather than a Significant Industrial User on a finding that the Industrial User never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:

(a) The Industrial User, prior to the City's finding, has consistently complied with all applicable categorical Pretreatment Standards and Requirements;

(b) The Industrial User annually submits the certification statement required in Section 35.12 [see 40 CR 403.12(q)], together with any additional information necessary to support the certification statement; and

(c) The Industrial User never discharges any untreated concentrated wastewater.

4. Upon a finding that a user meeting the criteria in subsection (2) has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the Superintendent may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR 403.8(f) (6), determine that such user should not be considered a significant industrial user.

5. A CIU may be designated by the City as a Middle Tier CIU if its discharge of categorical wastewater does not exceed the following:

(a) 0.01 percent of the design dry weather hydraulic capacity of the POTW or 5,000 gpd, whichever is smaller;

(b) 0.01 percent of the design dry weather organic treatment capacity of the POTW; and

(c) 0.01 percent of the maximum allowable headworks loading for any pollutant for which approved local limits were developed by a POTW.

In order to classify a CIU as a Middle Tier CIU, the City must also demonstrate that the CIU has not been in significant noncompliance for any time in the past 2 years and that the reduced reporting requirements would still result in data that is representative of conditions occurring at the facility and in the discharge during the reporting period.

"Slug load" or "slug" means any discharge of a non-routine episodic nature, including, but not limited to, an accidental spill or a non-customary discharge that has a reasonable potential to cause interference or pass through or in any other way violate the POTW's regulations, local limits or permit conditions.

"Standard Industrial Classification (SIC) Code" means a classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

"Storm water) means any flow occurring during or following any form of natural precipitation, and resulting from such precipitation.

"Superintendent" means the City Manager or such person as the City Manager may from time to time designate.

"Suspended solids" means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

"User" or "industrial user" means a source of indirect discharge.

"Wastewater" means liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

"Wastewater treatment plant" or "treatment plant" means that portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.14. Reserved.

Sec. 22.15. Prohibited Discharge Standards.

(a) General Prohibited. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements.

(b) Specific Prohibitions. No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

1. Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140°F (60°C) using the test methods specified in 40 CFR 261.21;

2. Wastewater having a pH less than 6.0 or more than 9.0 or otherwise causing corrosive structural damage to the POTW or equipment;

3. Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference but in no case solids greater than three eighths inch(es) or 0.95 cm in any dimension;

4. Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;

5. Wastewater having a temperature greater than 140°F (60°C), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment .plant to exceed 104°F (40°C) ;

6. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;

7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;

8. Trucked or hauled pollutants, except at discharge points designated by the Superintendent in accordance with Section 22.28;

9. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;

10. Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's NPDES permit;

11. Wastewater containing any radioactive wastes or isotopes except in compliance with applicable state or federal regulations;

12. Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, noncontact cooling water, and unpolluted wastewater, unless specifically authorized by the Superintendent;

13. Sludges, screenings, or other residues from the pretreatment of industrial wastes;

14. Medical wastes, except as specifically authorized by the Superintendent in a wastewater discharge permit;

15. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;

16. Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;

17. Fats, oils, or greases of animal or vegetable origin in concentrations greater than forty mg/l; or

18. Wastewater causing two readings on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW, of more than fifty percent or any single reading over seventy-five percent of the lower explosive limit of the meter.

Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.16. National Categorical Pretreatment Standards. The categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471 are hereby incorporated.

1. Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Superintendent may impose equivalent concentration or mass limits in accordance with 40 CFR 403.6(c).

2. When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the Superintendent shall impose an alternate limit using the combined wastestream formula in 40 CFR 403.6 (e).

3. A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.

4. A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.17. State pretreatment standards.

All applicable state pretreatment standards shall be incorporated as a portion of this chapter. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.18. Local Limits.

The following pollutant limits are established to protect against pass through and interference. No person shall discharge wastewater containing in excess of the following instantaneous maximum allowable discharge limits:

Pollutants	Local Limits		
	Instantaneous Maximum	Daily Maximum	Monthly Average
	(mg/L)	(mg/L)	(mg/L)
Inorganic Metals			
Arsenic	-	0.04	-
Cadmium	-	.012	-
Chromium	-	0.5	-
Copper	-	0.1	-
Cyanide (Total)	-	0.2	-
Cyanide (Free)	-	0.02	-
Lead	-	0.05	-
Mercury	-	0.0002	-
Molybdenum	-	0.04	-
Nickel	-	0.3	-
Selenium	-	0.01	-
Silver	-	0.2	-
Zinc	-	0.4	-
Organic Compound and Others			
Bis(2-ethylhexyl)phthalate	-	0.5	-

Conventional Pollutants			
BOD_5	250	-	76
TSS	250	-	180
COD	900	-	-
Ammonia as Nitrogen	50	-	30
Total Nitrogen	73	-	-
Oil and Grease		40	-
pH	6.0 – 9.0	6.0 – 9.0	-
Temp (°F)	140	-	-

The above limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for "total" metal unless indicated otherwise. The Superintendent may impose mass limitations in addition to, or in place of, the concentration-based limitations above. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3; Ord. No. 2005-02, § 1.)

Sec. 22.19. Brawley's right of revision.

The City reserves the right to make revisions to the standards or requirements on discharges to the POTW. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.20. Dilution.

No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The Superintendent may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Secs. 22.21--22.24. Reserved.

Sec. 22.25. Pretreatment facilities.

Users shall provide wastewater treatment as necessary to comply with this chapter and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in Section 22.15 of this chapter within the time limitations specified by EPA, the state, or the Superintendent, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Superintendent for review, and shall be acceptable to the Superintendent before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the City under the provisions of this chapter. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.26. Additional pretreatment measures.

(a) Whenever deemed necessary, the Superintendent may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this chapter.

(b) The Superintendent may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization.

(c) Grease, oil, and sand interceptors shall be provided when, in the opinion of the Superintendent, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential users. All interception units shall be of type and capacity approved by the Superintendent and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired regularly, as needed, by the user at their expense.

(d) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.27. Accidental discharge/slug control plans. At least once every two years, the Superintendent shall evaluate whether each significant industrial user needs an accidental discharge/slug control plan. The Superintendent may require any user to develop, submit for approval, and implement such a plan. Alternatively, the Superintendent may develop such a plan for any user. An accidental discharge/slug control plan shall address, at a minimum, the following:

1. Description of discharge practices, including non-routine batch discharges;

2. Description of stored chemicals;

3. Procedures for immediately notifying the Superintendent of any accidental or slug discharge, as required by Section 22.55; and

4. Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.28. Hauled wastewater. Septic tank waste may be introduced into the POTW only at locations designated by the Superintendent, and at such times as are established by the Superintendent. Such waste shall not violate Section 22.15 or any other requirements established by the City. The Superintendent may require septic tank waste haulers to obtain wastewater discharge permits. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.29. Reserved.

Sec. 22.30. Wastewater analysis. When requested by the Superintendent, a user must submit information on the nature and characteristics of its wastewater within fourteen days of the request. The Superintendent is authorized to prepare a form for this purpose and may periodically require users to update this information. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.31. Wastewater discharge permit requirement.

(a) No significant industrial user shall discharge wastewater into the POTW without first obtaining a wastewater discharge permit from the Superintendent, except that a significant industrial user that has filed a timely application pursuant to Section 22.32 may continue to discharge for the time period specified therein.

(b) The Superintendent may require other users to obtain wastewater discharge permits as necessary to carry out the purposes of this chapter.

(c) Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of this chapter and subjects the wastewater discharge permittee to the sanctions set out in Sections 22.70 through 22.87. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all federal and state pretreatment standards or requirements or with any other requirements of federal, state, and local law. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

(d) Annual Certification for Non-Significant Categorical Industrial Users—A facility determined to be a Non-Significant Categorical Industrial User by the Superintendent pursuant to Section 22.13 and 22.35 [Note: See 40 CFR 403.3(v)(2)] must annually submit the certification statement in Section 22.35.1 signed in accordance with the signatory requirements in 22.13 [Note: See 40 CFR 403.120(l)]. This certification must accompany an alternative report as required by the Superintendent.

Sec. 22.32. Wastewater discharge permitting--Existing connections. Any user required to obtain a wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of the ordinance codified in this chapter and who wishes to continue such discharges in the future, shall, within ninety days after said date, apply to the Superintendent for a wastewater discharge permit in accordance with Section 22.34, and shall not cause or allow discharges to the POTW to continue after 200 days after the effective date of the ordinance codified in this chapter, except in accordance with a wastewater discharge permit issued by the Superintendent. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.33. Wastewater discharge permitting--New connections. Any user required to obtain a wastewater discharge permit who proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this wastewater discharge permit, in accordance with Section 22.34, must be filed at least ninety days prior to the date upon which any discharge will begin or recommence. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.34. Wastewater discharge permit application contents. All users required to obtain a wastewater discharge permit must submit a permit application. The Superintendent may require all users to submit as part of an application the following information:

1. All information required by Section 22.50(b);

2. Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;

3. Number and type of employees, hours of operation, and proposed or actual hours of operation;

4. Each product produced by type, amount, process or processes, and rate of production;

5. Type and amount of raw materials processed (average and maximum per day);

6. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;

7. Time and duration of discharges; and

8. Any other information as may be deemed necessary by the Superintendent to evaluate the wastewater discharge permit application.

Incomplete or inaccurate applications will not be processed and will be returned to the user for revision. (Ord. No. 2001-07, § 3; Ord.No. 2001-08, § 3.)

Sec. 22.35. Application signatories and certification.

1. All wastewater discharge permit applications and user reports must be signed by an authorized representative of the user and contain the following certification statement:

> "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my

knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

2. A facility determined to be a Non-Significant Categorical Industrial User by the Superintendent pursuant to 1.4 GG(3) must annually submit the following certification statement signed by an authorized representative in accordance with the signatory requirements in Section 22.13.

"Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR _____, I certify that, to the best of my knowledge and belief that during the period from _____ _____ to _____ _____[months, days, year]:

a) The facility described as [facility name] met the definition of a Non-Significant Categorical Industrial User as described in 22.13;

b) The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and (c) the facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.

This compliance certification is based on the following information:"

_____

_____

Sec. 22.36. Wastewater discharge permit decisions. The Superintendent will evaluate the data furnished by the user and may require additional information. Within sixty days of receipt of a complete wastewater discharge permit application the Superintendent will determine whether or not to issue a wastewater discharge permit. The Superintendent may deny any application for a wastewater discharge permit. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Secs. 22.37--22.39. Reserved.

Sec. 22.40. Wastewater discharge permit duration. A wastewater discharge permit shall be issued for a specified time period, not to exceed five years from the effective date of the permit. An individual wastewater discharge permit may be issued for a period less than five years, at the discretion of the Superintendent. Each individual wastewater discharge permit will indicate a specific date upon which it will expire. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.41. Wastewater discharge permit contents. A wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Superintendent to prevent Pass Through or Interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

1. Individual wastewater discharge permits must contain:

(a) A statement that indicates wastewater discharge permit issuance date, expiration date and effective date.

(b) A statement that the wastewater discharge permit is nontransferable without prior notification to the City in accordance with Section 22.44, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;

(c) Effluent limits, including Best Management Practices, based on applicable pretreatment standards;

(d) Self monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on federal, state, and local law; and

(e) A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law.

2. Wastewater discharge permits may contain, but need not be limited to, the following conditions:

(a) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

(b) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

(c) Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;

(d) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

(e) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW;

(f) Requirements for installation and maintenance of inspection and sampling facilities and equipment;

(g) A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable federal and state

pretreatment standards, including those which become effective during the term of the wastewater discharge permit; and

(h) Other conditions as deemed appropriate by the Superintendent to ensure compliance with this chapter, and state and federal laws, rules, and regulations. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.42. Wastewater discharge permit appeals. The Superintendent shall provide public notice of the issuance of a wastewater discharge permit. Any person, including the user, may petition the Superintendent to reconsider the terms of a wastewater discharge permit within sixty days of notice of its issuance.

1. Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.

2. In its petition, the appealing party must indicate the wastewater discharge permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the wastewater discharge permit.

3. The effectiveness of the wastewater discharge permit shall not be stayed pending the appeal.

4. If the Superintendent fails to act within sixty days, a request for reconsideration shall be deemed to be denied. Decisions not to reconsider a wastewater discharge permit, not to issue a wastewater discharge permit, or not to modify a wastewater discharge permit may be appealed as provided herein.

a. Appeals shall be in writing and shall be accompanied by a fee established by the City Council to defray all expenses and costs associated with processing the appeal.

b. The City clerk shall set the matter for hearing before the City Council. The decision of the Council shall be an administrative action for the purpose of judicial review.

5. Aggrieved parties seeking review of the final administrative wastewater discharge permit decision must do so by filing an appeal with the City clerk of the City. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.43. Wastewater discharge permit modification. The Superintendent may modify a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

1. To incorporate any new or revised federal, state, or local pretreatment standards or requirements;

2. To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance;

3. A change in the POTW caused by mechanical failure, natural disaster or war that requires either a temporary or permanent reduction or elimination of the authorized discharge;

4. Information indicating that the permitted discharge poses a threat to the City's $POTW_1$ the City's personnel, or the receiving waters;

5. Violation of any terms or conditions of the wastewater discharge permit;

6. Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;

7. Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;

8. To correct typographical or other errors in the wastewater discharge permit; or

9. To reflect a transfer of the facility ownership or operation to a new owner or operator. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.44. Wastewater discharge permit transfer. Wastewater discharge permits maybe transferred to a new owner or operator only if the permittee gives at least thirty days advance notice to the Superintendent and the Superintendent approves the wastewater discharge permit transfer. The notice to the Superintendent must include a written certification by the new owner or operator which:

1. States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;

2. Identifies the specific date on which the transfer is to occur; and

3. Acknowledges full responsibility for complying with the existing wastewater discharge permit.

Failure to provide advance notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.45. Wastewater discharge permit revocation. The Superintendent may revoke a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

1. Failure to notify the Superintendent of significant changes to the wastewater prior to the changed discharge;

2. Failure to provide prior notification to the Superintendent of changed conditions pursuant to Section 22.54;

3. Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;

4. Falsifying self-monitoring reports;

5. Tampering with monitoring equipment;

6. Refusing to allow the Superintendent timely access to the facility premises and records;

7. Failure to meet effluent limitations;

8. Failure to pay fines;

9. Failure to pay sewer charges;

10. Failure to meet compliance schedules;

11. Failure to complete a wastewater surveyor the wastewater discharge permit application;

12. Failure to provide advance notice of the transfer of business ownership of a permitted facility; or

13. Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this chapter.

Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user. (Ord. No. 2001-07, § 3; Ord. No 2001-08, § 3.)

Sec. 22.46. Wastewater discharge permit reissuance. A user with an expiring wastewater discharge permit shall apply for wastewater discharge permit reissuance by submitting a complete permit application, in accordance with Section 22.34, a minimum of ninety days prior to the expiration of the user's existing wastewater discharge permit. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.47. Regulation of waste received from other jurisdictions.

(a) If another municipality, or user located within another municipality, contributes wastewater to the POTW, the Superintendent shall enter into an inter-municipal agreement with the contributing municipality.

(b) Prior to entering into an agreement required by subsection (a) I of this section, the Superintendent shall request the following information from the contributing municipality:

1. A description of the quality and volume of wastewater discharged to the POTW by the contributing municipality;

2. An inventory of all users located within the contributing municipality that are discharging to the POTW; and

3. Such other information as the Superintendent may deem necessary.

(c) An inter-municipal agreement, as required by subsection (a), of this section, shall contain the following conditions:

1. A requirement for the contributing municipality to adopt a sewer use ordinance which is at least as stringent as the ordinance codified in this chapter, and local limits which are at least as stringent as those set out in Section 22.18. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to the City ordinance or local limits;

2. A requirement for the contributing municipality to submit a revised user inventory on at least an annual basis;

3. A provision specifying which pretreatment implementation activities, including wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the Superintendent; and which of these activities will be conducted jointly by the contributing municipality and the Superintendent;

4. A requirement for the contributing municipality to provide the Superintendent with access to all information that the contributing municipality obtains as part of its pretreatment activities;

5. Limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the POTW;

6. Requirements for monitoring the contributing municipality's discharge;

7. A provision ensuring the Superintendent access to the facilities of users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the Superintendent; and

8. A provision specifying remedies available for breach of the terms of the inter-municipal agreement. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Secs. 22.48--22.49. Reserved.

Sec. 22.50. Baseline monitoring reports.

(a) Within either one hundred eighty days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR403.6(a) (4), whichever is later, existing categorical users currently discharging to or scheduled to discharge to the POTW shall submit to the Superintendent a report which contains

the information listed in subsection (b), of this section. At least ninety days prior to commencement of their discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to the Superintendent a report which contains the information listed in subsection (b), of this section. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

(b) Users described above shall submit the information set forth below.

1. Identifying Information.

(a) The name and address of the facility, including the name of the operator and owner.

(b) Contact information, description of activities, facilities, and plant production processes on the premises.

2. Environmental Permits. A list of any environmental control permits held by or for the facility.

3. Description of Operations.

a. A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes.

b. Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;

c. Number and type of employees, hours of operation, and proposed or actual hours of operation;

d. Type and amount of raw materials processed (average and maximum per day);

e. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge

4. Time and duration of discharge

5. The location for monitoring all wastes covered by the permit.

6.. Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR 403.6(e}.

7. Documentation related to compliance with BMP's or pollution prevention alternatives.

5. Measurement of Pollutants.

a. The categorical pretreatment standards applicable to each regulated process.

b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the Superintendent, of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported. The sample shall be representative of daily operations and shall be analyzed, in accordance with procedures set out in Section 22.59. Record keeping shall comply with the requirements of Section 22.62.

c. Sampling must be performed in accordance with procedures set out in Section 22.60. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 CFR 403.6(e) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the City. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Superintendent or the applicable Standards to determine compliance with the Standard.

6. Certification. A statement, reviewed by the user's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.

7. Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in Section 22.51.

8. Signature and Certification. All baseline monitoring reports must be signed and certified in accordance with Section 22.35 by an Authorized Representative as defined in Section 22.13. (Ord. No. 2001-07, § 3; Ord. No. 2001-08 § 3.)

Sec. 22.51. Compliance schedule progress reports. The following conditions shall apply to the compliance schedule required by Section 22.50(b) (7):

1. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation)

2. No increment referred to above shall exceed nine months;

3. The user shall submit a progress report to the Superintendent no later than fourteen days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and

4. In no event shall more than nine months elapse between such progress reports to the Superintendent. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.52. Reports on compliance with categorical pretreatment standard deadline. Within ninety days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the Superintendent a report containing the information described in Section 22.50(b) (4-6). For users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 22.35. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.53. Periodic compliance reports.

(a) All significant industrial users shall, at a frequency determined by the Superintendent but in no case less than twice per year (in June and December), submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. All periodic compliance reports must be signed and certified in accordance with Section 22.35.

(b) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

(c) If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by the Superintendent, using the procedures prescribed in Section 22.60, the results of this monitoring shall be included in the report. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.54. Reports of changed conditions. Each user must notify the Superintendent of any planned significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least ninety days before the change.

1. The Superintendent may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 22.34.

2. The Superintendent may issue a wastewater discharge permit under Section 22.36 or modify an existing wastewater Section 22.43 in response to changed conditions or anticipated changed conditions.

3. For purposes of this requirement, significant changes include, but are not limited to, flow increases of twenty percent or greater, and the discharge of any previously unreported pollutants. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.55. Reports of potential problems.

(a) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load, that may cause potential problems for the POTW, the user shall immediately telephone and notify the Superintendent of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.

(b) Within five days following such discharge, the user shall, unless waived by the Superintendent, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this chapter.

(c) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a discharge described in subsection (a) of this section. Employers shall ensure that all employees, who may cause such a

discharge to occur, are advised of the emergency notification procedure. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

(d) Non-domestic dischargers shall notify the Superintendent immediately when changes at the discharger's facility affect its potential for a slug discharge. Descriptions of the changes and the rationale for the changes as well as the projected impact on the magnitude and nature of slug discharges shall be provided to the Superintendent.

Sec. 22.56. Reports from unpermitted users. All users not required to obtain a wastewater discharge permit shall provide appropriate reports to the Superintendent as the Superintendent may require. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, §3.)

Sec. 22.57. Notice of violation--Repeat sampling and reporting. If sampling performed by a user indicates a violation, the user must notify the Superintendent within twenty-four hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Superintendent within thirty days after becoming aware of the violation.

The user is not required to resample if the Superintendent monitors at the user's facility at least once a month, or if the Superintendent samples between the user's initial sampling and when the user receives the results of this sampling. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.58. Notification of the discharge of hazardous waste.

(a) Any user who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and state hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the user discharge more than one hundred kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is readily available to the user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve months. All notifications must take place no later than one hundred and eighty days after the discharge commences. Any notification under this sub-section need be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under Section 22.54. The notification requirement in this section does not apply to pollutants already reported by users subject to categorical pretreatment standards under the self-monitoring requirements of Sections 22.50, 22.52, and 22.53.

(b) Dischargers are exempt from the requirements subsection (a) of this section, during a calendar month in which they discharge no more than fifteen kilograms of hazardous

wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.

(c) In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as hazardous waste, the user must notify the Superintendent, the EPA Regional Waste Management Waste Division Director and state hazardous waste authorities of the discharge of such substance within ninety days of the effective date of such regulations.

(d) In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

(e) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this chapter, a permit issued thereunder, or any applicable federal or state law. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.59. Analytical requirements. All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by EPA. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.60. Sample collection.

(a) Except as indicated in subsection (b) of this section, the user must collect wastewater samples using flow proportional composite collection techniques. In the event flow proportional sampling is infeasible, the Superintendent may authorize the use of time proportional sampling or a minimum of four grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged. In addition, grab samples may be required to show compliance with instantaneous discharge limits. Samples must be taken immediately downstream from the pretreatment facility (if such facility exists) or immediately downstream from the regulated process (if no pretreatment exists). If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 CFR 403.6(e) to evaluate compliance with the Pretreatment Standards.

(b) Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques. Grab samples collected during a 24 hour period for cyanide, total phenols and sulfides may be composited prior to analysis in the laboratory or in the field. Grab samples for volatile organics and oil and

grease may be composited prior to analysis in the laboratory if approved by the Superintendent. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.61. Timing. Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.62. Record keeping. Users subject to the reporting requirements of this ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this chapter and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s} taking the samples; the dates that the analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records and all documentation associated with BMP compliance shall remain available for a period of at least three years. This period shall be automatically extended for the duration of any litigation concerning the user or the City, or where the user has been specifically notified of a longer retention period by the Superintendent. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Secs. 22.63--22.64. Reserved.

Sec. 22.65. Right of entry--Inspection and sampling. The Superintendent shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this chapter and any wastewater discharge permit or order issued hereunder. Users shall allow the Superintendent ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

1. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Superintendent will be permitted to enter without delay for the purposes of performing specific responsibilities.

2. The Superintendent shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.

3. The Superintendent may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated and maintained as recommended by the manufacturer of the equipment to ensure their accuracy.

4. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the Superintendent and shall not be replaced. The costs of clearing such access shall be born by the user equipment to ensure their accuracy.

5. Unreasonable delays in allowing the Superintendent access to the user's premises shall be a violation of this chapter. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.66. Search warrants. If the Superintendent has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this chapter , or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the City designed to verify compliance with this chapter or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the Superintendent may seek issuance of a search warrant from the superior court of Imperial County. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.67. Confidential information. Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, and monitoring programs, and from the Superintendent's inspection and sampling activities, shall be available to the public as required by law, unless the user specifically requests, and is able to demonstrate to the satisfaction of the Superintendent, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable state law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.68. Publication of users in significant noncompliance. The Superintendent shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdiction served by the Brawley Wastewater Treatment Plant, a list of the users which, during the previous twelve months, were in significant noncompliance with applicable pretreatment standards and requirements. The term significant noncompliance shall be applicable to all Significant Industrial Users (or any other Industrial User that violates paragraphs 3, 4 or 8 of this Section) and shall mean:

1. Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six- (6-) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined in Section 22.13;

2. Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six- (6-) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined by Section 2 multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);

3. Any other violation of a Pretreatment Standard or Requirement as defined by Section 2 (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that [the Superintendent] determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;

4. Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in [the Superintendent's] exercise of its emergency authority to halt or prevent such a discharge;

5. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit [or a general permit {optional}] or enforcement order for starting construction, completing construction, or attaining final compliance;

6. Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

7. Failure to accurately report noncompliance; or

8. Any other violation(s), which may include a violation of Best Management Practices, which [the Superintendent] determines will adversely affect the operation or implementation of the local pretreatment program.

Sec. 22.69. Reserved.

Sec. 22.70. Notification of violation. When the Superintendent finds that a user has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Superintendent may serve upon that user a written notice of violation. Within forty five days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the user to the Superintendent. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation.

Nothing in this section shall limit the authority of the Superintendent to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.71. Consent orders. The Superintendent may enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such documents will include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Sections 22.73 and 22.74 and shall be judicially enforceable. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.72. Show cause hearing. The Superintendent may require a user which has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, to appear before the Superintendent and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least thirty days prior to the hearing. Such notice may be served on any authorized representative of the user. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.73. Compliance orders. When the Superintendent finds that a user has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Superintendent may issue an order to the user responsible for the discharge directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.74. Cease and desist orders. When the Superintendent finds that a user has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, or that the user's past violations are likely to recur, the Superintendent may issue an order to the user directing it to cease and desist all such violations and directing the user to:

1. Immediately comply with all requirements and

2. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the user. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.75. Administrative fines.

(a) In accordance with California Government Code Section 54740.5, when the Superintendent finds that a user has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement adopted or ordered by the City pursuant to paragraph (1) or (2) of subdivision (a) of Section 54739 of the California Government Code, the Superintendent may fine such user in an amount not to exceed the limits in Paragraph (e) or equal to the fine imposed by the California Regional Water Quality Control Board (CRWQCB), including City administrative fees. Such fines shall be assessed on a per violation, per day basis. In the case of monthly or other long term average discharge limits, fines shall be assessed for each day during the period of violation.

(b) The Superintendent shall prepare an administrative complaint which shall allege the act or failure to act that constitutes the violation of the local City's requirements, the provisions of law authorizing civil liability to be imposed, and the proposed civil penalty.

(c) The administrative complaint shall be served by personal delivery or certified mail on the person subject to the City's discharge requirements, and shall inform the person served that a hearing shall be conducted within 60 days after the person has been served. The hearing shall be before a hearing officer designated by the Superintendent. The person who has been issued an administrative complaint may waive the right to a hearing, in which case the local agency shall not conduct a hearing. A person dissatisfied with the decision of the hearing officer may appeal to the City Council within 30 days of notice of the hearing officer's decision.

(d) If after the hearing, or appeal, if any, it is found that the person has violated reporting or discharge requirements, the hearing officer may assess a civil penalty against that person. In determining the amount of the civil penalty, the hearing officer may take into consideration all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the economic benefit derived through any noncompliance, the nature and persistence of the violation, the length of time over which the violation occurs and corrective action, if any, attempted or taken by the discharger.

(e) Civil penalties may be imposed by the local City as follows:

(1) In an amount which shall not exceed two thousand dollars ($2,000) for each day for failing or refusing to furnish technical or monitoring reports.

(2) In an amount which shall not exceed three thousand dollars ($3,000) for each day for failing or refusing to timely comply with any compliance schedule established by the City.

(3) In an amount which shall not exceed five thousand dollars ($5,000) per violation for each day for discharges in violation of any waste discharge limitation, permit condition, or requirement issued, reissued, or adopted by the City.

(4) In an amount which does not exceed ten dollars ($10) per gallon for discharges in violation of any suspension, cease and desist order or other orders, or prohibition issued, reissued, or adopted by the City.

(5) The amount of any civil penalties imposed under this section which have remained delinquent for a period of 60 days shall constitute a lien against the real property of the discharger from which the discharge originated resulting in the imposition of the civil penalty. The lien provided herein shall have no force and effect until recorded with the county recorder and when recorded shall have the force and effect and priority of a judgment lien and continue for 10 years from the time of recording unless sooner released, and shall be renewable in accordance with the provisions of Sections 683.110 to 683.220, inclusive, of the Code of Civil Procedure.

(f) All moneys collected under this section shall be deposited in a special account of the local agency and shall be made available for the monitoring, treatment, and control of discharges into the local agency's sanitation or sewer system or for other mitigation measures.

(g) Unless appealed, orders setting administrative civil penalties shall become effective and final upon issuance thereof, and payment shall be made within 30 days. Copies of these orders shall be served by personal service or by registered mail upon the party served with the administrative complaint and upon other persons who appeared at the hearing and requested a copy.

(h) Unpaid charges, fines, and penalties shall, after thirty calendar days, will be assessed an additional penalty of ten percent of the unpaid balance, and interest shall accrue thereafter at the legal rate per month. A lien against the user's property will be sought for unpaid charges, fines, and penalties.

(c) Users desiring to dispute such fines must file a written request for the Superintendent to reconsider the fine along with full payment of the fine amount within thirty days of being notified of the fine. Where a request has merit, (the Superintendent) may convene a hearing on the matter. In the event the user's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the user. The Superintendent may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine. The decision of the Superintendent may be appealed to the City Council as set forth in Section 22.42.

(d) Any party aggrieved by a final order issued by the City Council after granting review of the order of a hearing officer, may obtain review of the order of the board in the superior court by filing in the court a petition for writ of mandate within 30 days following the

service of a copy of a decision and order issued by the City Council in accordance with Section 54740.6 of the California Government Code.

(e) Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the user. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.76. Emergency suspensions. The Superintendent may immediately suspend a user's discharge, after informal notice to the user, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The Superintendent may also immediately suspend a user's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.

1. User shall keep City informed as to who will receive notices.

2. Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the Superintendent may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Superintendent may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the Superintendent that the period of endangerment has passed, unless the termination proceedings in Section 22.77 are initiated against the user.

3. A user that is responsible/ in whole or in part/ for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Superintendent prior to the date of any show cause or termination hearing under Sections 22.72 or 22.77.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.77. Termination of discharge. In addition to the provisions in Section 22.45, any user who violates the following conditions is subject to discharge termination:

1. Repeated violations of wastewater discharge permit conditions;

2. Failure to accurately report the wastewater constituents and characteristics of its discharge;

3. Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;

4. Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling; or

5. Violation of the pretreatment standards in Section 22.15 through 22.20. Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 22.72 why the proposed action should not be taken. Exercise of this option by the Superintendent shall not be a bar to, or a prerequisite for, taking any other action against the user. The decision of the Superintendent may be appealed to the City Council *in* accordance with Section 22.42. The City Council may convene prior to hearing the appeal to determine whether the decision of the Superintendent should be stayed pending the appeal. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Secs. 22.78--22.79. Reserved.

Sec. 22.80. Injunctive relief. When the Superintendent finds that a user has violated/ or continues to violate/ any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the Superintendent may petition the court through the City's attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by this chapter on activities of the user. The Superintendent may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.81. Civil penalties.

(a) A user who has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall be liable to the City for up to the maximum civil penalty allowed under state law per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

(b) The Superintendent may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.

(c) In determining the amount of civil liability, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.

(d) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a user. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.82. Criminal prosecution.

(a) A user who violates any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor.

(b) A user who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor.

(c) A user who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this chapter, waste water discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this chapter shall, upon conviction, be guilty of a misdemeanor.

(d) Each day shall constitute a separate offense. The applicable penalty shall be as set forth in 40 CFR 403.8 and the California Penal Code. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.83. Remedies nonexclusive. The remedies provided for in this chapter are not exclusive. The Superintendent may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the City's enforcement response plan. However, the Superintendent may take other action against any user when the circumstances warrant. Further, the Superintendent is empowered to take more than one enforcement action against any noncompliant user. Appeals to the City Council of decisions made by the Superintendent may be taken as set forth in this chapter. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.84. Reserved.

Sec. 22.85. Performance bonds. The Superintendent may decline to issue or reissue a wastewater discharge permit to any user who has failed to comply with any provision of this chapter, a previous wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, unless such user first files a satisfactory bond, payable to the City, in a sum not to exceed a value determined by the Superintendent to be necessary to achieve consistent compliance. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.86. Liability insurance. The Superintendent may decline to issue or reissue a wastewater discharge permit to any user who has failed to comply with any provision of this chapter, a previous wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, unless the user first submits proof that *it* has obtained financial assurances sufficient to restore or repair damage to the POTW caused by its discharge. (Ord. No. 2001-07, §3; Ord. No. 2001-08, §3.)

Sec. 22.87. Water supply severance optional. Whenever a user continues to violate any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, water service to the user may be severed. Service will only recommence, at the user's expense, after it has satisfactorily demonstrated its ability to comply. (Ord. No. 2001-07, §3; Ord. No. 2001-08, § 3.)

Sec. 22.88. Public nuisances. A violation of any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement is hereby declared a public nuisance and shall be corrected or abated as directed by the Superintendent. Any person(s} creating a public nuisance shall be subject to the provisions of the City code governing such nuisances, including reimbursing the City for any costs incurred in removing, abating, or remedying said nuisance. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.89. Upset.

(a) For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(b) An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of subsection (c) of this section, are met.

(c) A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

1. An upset occurred and the user can identify the cause(s) of the upset;

2. The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and

3. The user has submitted the following information to the Superintendent within twenty-four hours of becoming aware of the upset if this information is provided orally, a written submission must be provided within five days:

a. A description of the indirect discharge and cause of noncompliance;

b. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and

c. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

(d) In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.

(e) Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.

(f) Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.90. Prohibited discharge standards. A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in Section 22.12{a) or the specific prohibitions in Sections 22.15(b) (1-18) if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

1. A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or

2. No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the City was regularly in compliance with its NPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.91. Bypass.

(a) For the purpose of this section:

"Bypass" means the intentional diversion of wastestreams from any portion of a user's treatment facility.

"Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(b) A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of subsections (c) and (d) of this section.

(c) 1. If a user knows in advance of the need for a bypass, it shall submit prior notice to the Superintendent, at least ten days before the date of the bypass, if possible.

2. A user shall submit oral notice to the Superintendent of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four hours from the time it becomes aware of the bypass. A written submission shall also be provided within five days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce eliminate, and prevent reoccurrence of the bypass. The Superintendent may waive the written report on a case-by-case basis if the oral report has been received within twenty-four hours.

(d) 1. Bypass is prohibited, and the Superintendent may take an enforcement action against a user for a bypass, unless:

A. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

B. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of 'reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

C. The user submitted notices as required under subsection (c) of this section.

2. The Superintendent may approve an anticipated bypass, after considering its adverse effects, if the Superintendent determines that it will meet the three conditions listed in subsection(d) (1) of this section. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

Sec. 22.92. Pretreatment charges and fees. The City may adopt reasonable fees for reimbursement of costs of setting up and operating the City pretreatment program which may include:

1. Fees for wastewater discharge permit applications including the cost of processing such applications;

2. Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports submitted by users;

3. Fees for reviewing and responding to accidental discharge procedures and construction;

4. Fees for filing appeals; and

5. Other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this chapter and are separate from all other fees, fines, and penalties chargeable by the City.

Sec. 22.93. Severability. If any provision of this chapter is invalidated by any court of competent jurisdiction (the remaining provisions shall not be effected and shall continue in full force and effect. (Ord. No. 2001-07, § 3; Ord. No. 2001-08 § 3.)

Sec. 22.94. Conflicts. In the event the provisions of this article conflict with other provisions of this chapter, the provisions of this article shall control. (Ord. No. 2001-07, § 3; Ord. No. 2001-08, § 3.)

SECTION 2: This ordinance shall take effect and shall be in force thirty (30) days after the date of adoption, and prior to the expiration of fifteen (15) days from the passage thereof, shall be published in a manner authorized by law at least once in a newspaper of general circulation printed and published in the County of Imperial, together with the names of the members of the City Council voting for and against the same.

SECTION 3. The City Clerk shall cause a certified copy of this ordinance to be published one time within fifteen (15) days after its adoption in a newspaper of general circulation printed in the Imperial County and circulated in the City of Brawley.

APPROVED, PASSED AND ADOPTED at a regular City Council meeting of the City of Brawley, California on the 18th day of June, 2013.

CITY OF BRAWLEY, CALIFORNIA

_____

Sam A. Couchman, Mayor

STATE OF CALIFORNIA
COUNTY OF IMPERIAL
CITY OF BRAWLEY

Introduction & 1st Reading

I, ***ALMA BENAVIDES***, City Clerk of the City of Brawley, California, ***DO HEREBY CERTIFY*** that the foregoing Ordinance No. 2013-03 was approved for 1st Reading by the City Council of the City of Brawley, California, at a regular meeting held on the 4th day of June, 2013, and that it was so adopted by the following roll call vote: m/s/c Nava/Wharton 4-0

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

DATED: June 4, 2013

_____

Alma Benavides, City Clerk

— Knee pads.

CITY OF BRAWLEY, CALIFORNIA:

NOTICE OF PROPOSED ADOPTION OF AN AMENDED WASTE WATER PRETREATMENT ORDINANCE

PLEASE TAKE NOTICE that during its meeting of June 18,2013,the City Council of the City of Brawley intends to adopt an amended waste water pretreatment ordinance. The City first adopted such ordinance in 2001. The amendment is necessary in order to bring the City's ordinance into compliance with current EPA regulations. The City's wastewater treatment facility is regulated by a national pollutant discharge elimination system permit issued by the California Regional Water Quality Control Board. Among other things, the intent of the amended ordinance is to prevent introduction of pollutants into the City wastewater system that would interfere with the operation of the plant or pass through City facilities inadequately treated. The proposed ordinance updates local limits to be imposed upon industrial users for specified pollutants. The ordinance also provides for issuance of a permit as well as enforcement mechanisms. Implementation of the amended ordinance and local limits is expected to extend the life of the treatment facility and collection system as well as improve the water quality at the receiving body of water. Overall, the ordinance will facilitate the City's compliance with the conditions of its permit and applicable State and Federal law.

The meeting at which the proposed ordinance will be considered will commence at 6:00 p.m. at the City Council Chambers, 383 Main Street, Brawley, California. A certified copy of the full text of the proposed ordinance is posted at the office of the City Clerk, 383 Main Street, Brawley,California.

CG-10598140

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: June 18, 2013
City Manager:

PREPARED BY: Ana Gutierrez, Contracts Manager

PRESENTED BY: Guillermo Sillas, Associate Civil Engineer

SUBJECT: Project No. 2013-07 Eastern Project

CITY MANAGER RECOMMENDATION: Award Bid to Aggregate Products Inc., for Project No. 2013-07 Eastern Avenue Rehabilitation Project amount of $1,018,791.77 and authorize the City Manager to execute all documentation in the relation to this project.

DISCUSSION: On April 24, 2013, the City of Brawley Engineering in the Department advertised Project No. 2013-07 Eastern Avenue Rehabilitation Project the project are a includes the full length of Eastern Avenue from Malan to Jones Street. The project scope consists of rubber asphalt pavement rehabilitation, construction of concrete cross gutter, removal and replacement of curb and gutter, removal and replacement of a handicap ramp, striping and other items not mentioned that are required by the Plans, Drawings and Specifications.

On May 24, 2013 four bids were received as follows:

Aggregate Products Inc. Salton Sea Beach, CA	$1,018,791.77
Hazard Construction Imperial, CA	$1,049,367.93
Granite Construction Co. El Centro, CA	$1,164,855.48
Vance Corporation Rialto, CA	$1,303,024.76

The Local Preference Factor does not apply on this project since use of State of California funds requires the City to select the lowest, responsive bidder.

FISCAL IMPACT: $449,625.30 State Local Partnership Program (SLPD) and $449, 625.30 in LTA funds.

ATTACHMENT: Bid Summary

BID SUMMARY FOR SPECIFICATION NO. 2013-07: Eastern Avenue Rehabilitation Project
BID OPEN DATE: May 24, 2013 @ 2:00 PM

CONTRACTOR	BID SCHEDULE	
Aggregate Products, Inc. 100 W Brawley Avenue Salton Sea Beach, CA 92274 760-395-5000	**$ 899,250.59**	[/] Proposal [/] Proposal Signature Page [/] Bid Schedule [/] Acknowledgement of Addenda (1 &2) [/] Bid Bond [/] Non-Collusion Affidavit [/] Public Contract Code Section 10162 Questionnaire [/] List of Proposed Subcontractors [/] Major Material [/] Debarment and Suspension Certification [/] Nondiscrimination Clause [] Equal Employment Opportunity Clauses [/] Equal Employment Certification [/] Drug Free Workplace Certification [/] Buy American Requirement Certification [/] Federal Contract Provisions [/] Disadvantage Business Enterprise Information [/] Non-Lobbying Certification for Federal-Aid Contracts [/] Disclosure of Lobbying Activities [/] Exhibit 12-E Attachment A/Section 14 Federal Requirement for Federal-Aid Construction Projects [/] Exhibit 15-G Local Agency Bidder DBE Commitment [/] Exhibit 15-H DBE Information-Good Faith Efforts

Granite Construction Co. 2095 Highway 111 El Centro, CA 92243 760-337-3030	**$ 1,164,855.48**	[/] Proposal [/] Proposal Signature Page [/] Bid Schedule [/] Acknowledgement of Addenda (1 & 2) [/] Bid Bond [/] Non-Collusion Affidavit [/] Public Contract Code Section 10162 Questionnaire [/] List of Proposed Subcontractors [/] Major Material [/] Debarment and Suspension Certification [/] Nondiscrimination Clause [/] Equal Employment Opportunity Clauses [/] Equal Employment Certification [/] Drug Free Workplace Certification [/] Buy American Requirement Certification [/] Federal Contract Provisions [/] Disadvantage Business Enterprise Information [/] Non-Lobbying Certification for Federal-Aid Contracts [/] Disclosure of Lobbying Activities [/] Exhibit 12-E Attachment A/Section 14 Federal Requirement for Federal-Aid Construction Projects [/] Exhibit 15-G Local Agency Bidder DBE Commitment [/] Exhibit 15-H DBE Information-Good Faith Efforts

Hazard Construction 420 W. Aten Road Imperial, CA 92251 760-355-0965	**$1,049,367.93**	[✓] Proposal [✓] Proposal Signature Page [✓] Bid Schedule [✓] Acknowledgement of Addenda (1 & 2) [✓] Bid Bond [✓] Non-Collusion Affidavit [✓] Public Contract Code Section 10162 Questionnaire [✓] List of Proposed Subcontractors [✓] Major Material [✓] Debarment and Suspension Certification [✓] Nondiscrimination Clause [✓] Equal Employment Opportunity Clauses [✓] Equal Employment Certification [✓] Drug Free Workplace Certification [✓] Buy American Requirement Certification [✓] Federal Contract Provisions [✓] Disadvantage Business Enterprise Information [✓] Non-Lobbying Certification for Federal-Aid Contracts [✓] Disclosure of Lobbying Activities [✓] Exhibit 12-E Attachment A/Section 14 Federal Requirement for Federal-Aid Construction Projects [✓] Exhibit 15-G Local Agency Bidder DBE Commitment [✓] Exhibit 15-H DBE Information-Good Faith Efforts

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Vance Corporation 2271 N. Locust Avenue Rialto, CA 92377 909-355-4333	**$1,303,024.76**	[✓] Proposal [✓] Proposal Signature Page [✓] Bid Schedule [✓] Acknowledgement of Addenda (1 & 2) [✓] Bid Bond [✓] Non-Collusion Affidavit [✓] Public Contract Code Section 10162 Questionnaire [✓] List of Proposed Subcontractors [✓] Major Material [✓] Debarment and Suspension Certification [✓] Nondiscrimination Clause [✓] Equal Employment Opportunity Clauses [✓] Equal Employment Certification [✓] Drug Free Workplace Certification [✓] Buy American Requirement Certification [✓] Federal Contract Provisions [✓] Disadvantage Business Enterprise Information [✓] Non-Lobbying Certification for Federal-Aid Contracts [✓] Disclosure of Lobbying Activities [✓] Exhibit 12-E Attachment A/Section 14 Federal Requirement for Federal-Aid Construction Projects [✓] Exhibit 15-G Local Agency Bidder DBE Commitment [✓] Exhibit 15-H DBE Information-Good Faith Efforts

RESOLUTION NO. 2013-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA APPROVING THE BOUNDARIES OF THE TARGETED EMPLOYMENT AREA (TEA) AND SUBMISSION OF APPLICATION FOR THE IMPERIAL VALLEY ENTERPRISE ZONE.

WHEREAS, the Imperial Valley Enterprise Zone Joint Powers Authority (JPA) is submitting an application to the State Enterprise and Economic Development Section of the State Housing and Community Development Department for designation of a Targeted Employment Area.

WHEREAS, the application for the Targeted Employment Area consists of Census Tracts 104 and 107 that are located in the City of Brawley.

WHEREAS, these Census Tracts has over 51% of its households below the median income level of Imperial County according to the most recent US Census Department data available as provided by California Housing & Community Development.

WHEREAS, the City Council of the City of Brawley, California has jurisdiction of the Imperial Valley Enterprise Zone and identifies these residents are in most need of employment targeting.

WHEREAS, the boundaries of the proposed TEA encompass census tracts 104 and 107. attached hereto and made a part thereof (Exhibit A).

NOW, THEREFORE, the City Council of the City of Brawley does hereby resolve as follows:

1. Approved the attached boundaries of the Targeted Employment Area which consist of Census Tracts 104 and 107;

2. Directs the Imperial Valley Enterprise Zone JPA to submit resolution approving of the TEA boundaries with the application for a Targeted Employment Area to the State Department of Housing and Community Development;

APPROVED, PASSED AND ADOPTED at a regular meeting of the City Council held on the 18th day of June, 2013.

CITY OF BRAWLEY, CALIFORNIA

Sam Couchman, Mayor

ATTEST:

Alma Benavides, City Clerk

imperial valley ENTERPRISE ZONE

Thursday, June 06, 2013

To: County Brawley City Council

From: Daniel Fitzgerald, Manager IVEZ

Re: Targeted Employment Area (TEA) Update

As part of the Imperial Valley Enterprise Zone, residents of low income areas who are hired by businesses within the Enterprise Zone area are eligible for a hiring credit. This area is defined as 51% of the households being of low to moderate income, per the Enterprise Zone statute. When the IVEZ was originally designated in 2006, the administration of the zone created the TEA using 2000 census data. Per the California Code, the Targeted Employment Area must be updated 180 days following the availability of new census data. Since the 2010 census did not examine income as past practice with census collection, California Housing & Community Development (HCD) provided the list of eligible census tracts, statewide by county. Per statute, only census tracts in jurisdictions in the designated EZ area are eligible. The listing of tracts for the IVEZ included the two following tracts within the City of Brawley:

- Tract 104 (Southern Border: Main St., Western Border: Imperial Ave., Northern Border: Alamo River and Bypass, Eastern Border: Best Ave.)
- Tract 107 (Southern Border: Mead Ave., Western Border: RR Tracks., Northern Border: Main St., Eastern Border: Best Ave.)

The IVEZ, in order to retain a designated TEA, must submit an application to the State of California. As per the requirement of California Code, each participating jurisdiction in the designated area of the Enterprise Zone must approve the area via a resolution. For that reason, this matter is brought before the City Council. Attached are the instructions provided by HCD noting this requirement.

860 Main St. Brawley CA 92227
(760) 351-7155 www.ivez.com

RESOLUTION NO. 2013-

RESOLUTION OF CITY COUNCIL OF THE BRAWLEY, CALIFORNIA APPROVING THE EXPANSION OF THE IMPERIAL VALLEY ENTERPRISE ZONE BOUNDARIES.

WHEREAS, the City of Brawley of Imperial County currently has an enterprise zone that was established on March 1, 2006 and has jurisdiction over the existing zone; and

WHEREAS, the City of Brawley wishes to expand the boundaries of its enterprise zone to include the geographic area set forth in the attached boundary map; and

WHEREAS, land included with the proposed expansion area is zoned for industrial or commercial use; and

WHEREAS, basic infrastructure is available to the area that would be included in the proposed expansion area; and

WHEREAS, the City of Brawley of Imperial County will submit a written request as required to the California Department of Housing and Community Development to have its enterprise zone boundaries expanded.

APN 038-220-027 (14.1 Acres)
APN 038-220-010 (22.13 Acres)
APN 038-230-011 (15.04 Acres)
APN 038-240-006 (147.71 Acres)
APN 041-020-029 (49.29 Acres)

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Brawley does hereby support and approve the Imperial Valley Enterprise Zone expansion into the areas of the County of Imperial as shown on the attached map.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the 18th day of June, 2013.

CITY OF BRAWLEY, CALIFORNIA

_____
Sam A. Couchman, Mayor

ATTEST:

_____
Alma Benavides, City Clerk

imperial valley ENTERPRISE ZONE

Thursday, June 06, 2013

To: Brawley City Council

From: Daniel Fitzgerald, IVEZ Manager/Director

Re: Imperial Valley Enterprise Zone Expansion (Planter's Hay, Mesquite Cattle, Border Valley Trading, and K&F Seed)

The IVEZ JPA on May 30 approved a request from Planter's Hay, Mesquite Cattle, Border Valley Trading, and K&F Seed to expand the territory of the Imperial Valley Enterprise Zone to include their site locations east of Brawley. These are industrial businesses related to agriculture. Inclusions of these types of businesses are important to the overall economic development for the IVEZ. To facilitate processing, it is easier to include these related businesses in a single expansion. In addition, this eliminates any question regarding the non-contiguous nature of this proposed expansion.

Per the California Administrative Code title 25, section 8446.1.b.1 (article 10) regarding expansion of Enterprise Zones, a resolution from each governing body wherein the EZ is located is required approving the expansion, which would be the Imperial County City Council and the Brawley City Council. For that reason, this matter is presented to the City Council.

Fifield Land Company/K&F Seed: This is a seed processing and cleaning facility which employs 25-35 employees. Expansion into the EZ will allow additional investment into the facility and the hiring of additional staff. Three parcels were requested, however, only two can qualify: APNs 038-220-027 and 038-220-010 – total acreage **36.23.** Attached are the assessor's maps and the zoning of each parcel has been noted.

Planter's Hay: This is a hay press and logistics facility. Located at the facility are 15-25 employees. Inclusion into the EZ will allow additional expansion of the facility through equipment upgrades, which in turn will increase employment opportunity. One parcel is to be included in the EZ: APN 038-230-011 – total acreage **15.04**. Attached is the assessor's map and the zoning of the parcel is noted.

Mesquite Cattle & Border Valley Trading: These are cattle feed mill facilities used to process raw product into feed. Approximately 30 employees work at each facility. Expansion into the EZ will allow for additional investment and hiring of staff. One site also has solar energy production. Three parcels were requested for inclusion, however, one did not qualify in that it only housed cattle on the site and did not do any feed processing. The: APNs that qualify are: 038-240-006 and 041-020-029 – total acreage **197.** Attached are the assessor's maps with the zoning of each parcel noted.

Total expansion: 248.27 The IVEZ has 1098.88 acres still available for expansion.

860 Main St. Brawley CA 92227
(760) 351-7155 www.ivez.com

RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BRAWLEY

RESOLUTION NO.

THE FOLLOWING RESOLUTION WAS ADOPTED:

A RESOLUTION OF THE BRAWLEY CITY COUNCIL OF THE CITY OF BRAWLEY APPROVING THE EXPANSION OF THE IMPERIAL VALLEY ENTERPRISE ZONE BOUNDARIES.

WHEREAS, the City of Brawley of Imperial County currently has an enterprise zone that was established on March 1, 2006 and has jurisdiction over the existing zone; and

WHEREAS, the City of Brawley wishes to expand the boundaries of its enterprise zone to include the geographic area set forth in the attached boundary map; and

WHEREAS, land included with the proposed expansion area is zoned for industrial or commercial use; and

WHEREAS, basic infrastructure is available to the area that would be included in the proposed expansion area; and

WHEREAS, the City of Brawley of Imperial County will submit a written request as required to the California Department of Housing and Community Development to have its enterprise zone boundaries expanded.

- APN 038-220-027 (14.1 Acres)
- APN 038-220-010 (22.13 Acres)
- APN 038-230-011 (15.04 Acres)
- APN 038-240-006 (147.71 Acres)
- APN 041-020-029 (49.29 Acres)

NOW THEREFORE, BE IT RESOLVED that the Brawley City Council of the City of Brawley does hereby support and approve the Imperial Valley Enterprise Zone expansion into the areas of the County of Imperial as shown on the attached map.

The foregoing resolution was passed and adopted by the Brawley City Council on _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Sam Couchman, Mayor

_____
Alma Benavides, City Clerk

Google

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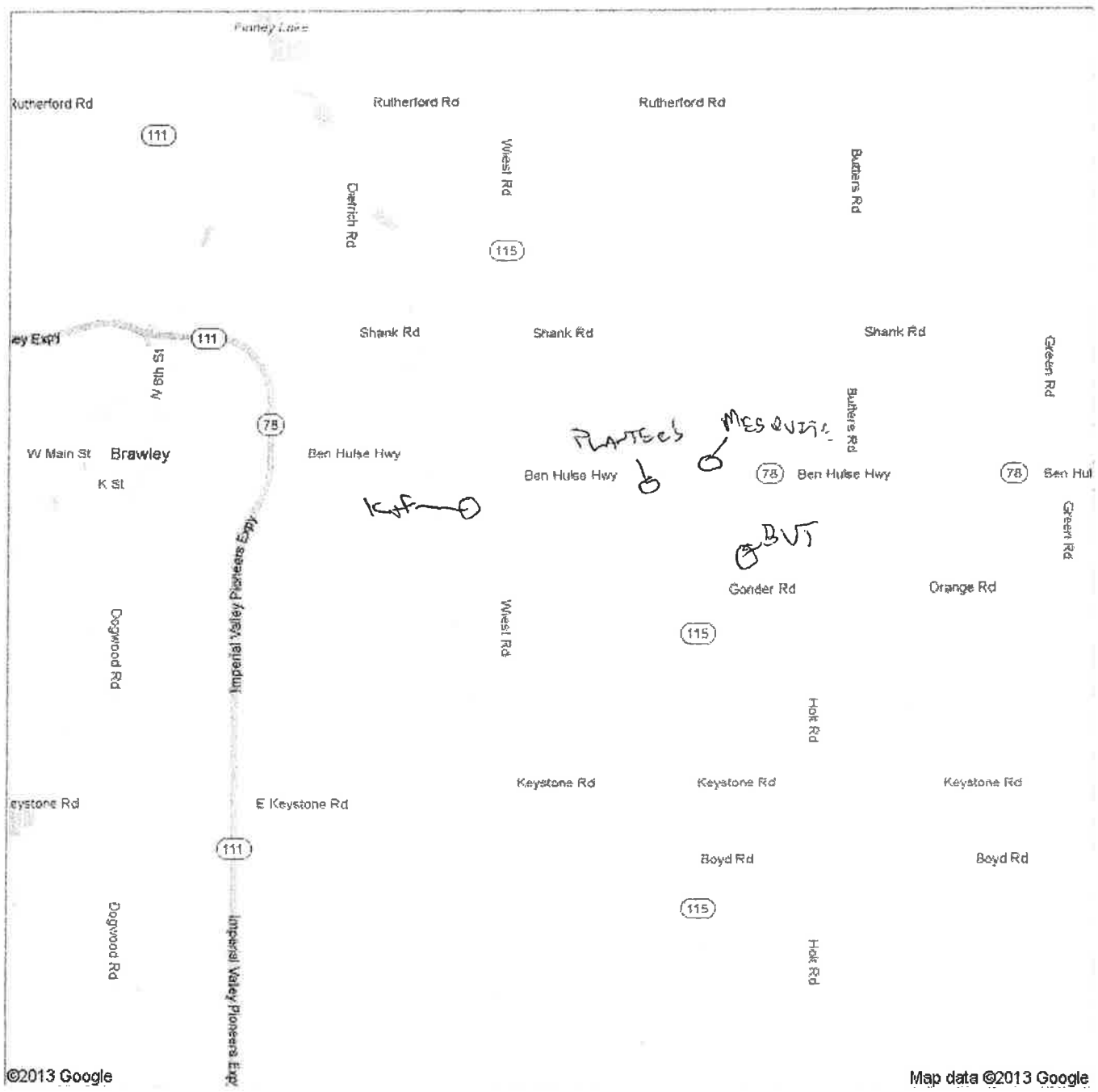


Assessor Inquiry - Main
Asmt: 038-220-027-000 Feeparcel: 038-220-027-000
Owner: FIFIELD HELEN JOYCE RUSSELL TRUSTEE

Situs Address		4325 FIFIELD RD Brawley 92227	
NameAddress		FIFIELD HELEN JOYCE RUSSELL TRUSTEE 4307 FIFIELD RD BRAWLEY CA 92227	
Status	Date	ACTIVE	
Taxability Code	Descr	000	NORMAL OWNERSHIP
TRA	Base Date	073-000	01/01/2000
Creating Doc#	Date	190019999999	
Current Doc#	Date	2012R030096	12/28/2012
Terminating Doc#	Date		
Neighborhood C...	Supl Cnt	038	1
Asmt Description		LOT 2 TRACT 945 OF E 240AC OF S 320AC TR 156 13/14	
Land Use 1	Land Use 2	AGMC	B
Zoning 1	Dwell 1		
Acres	SqFt	14.1	0
SSN1	SSN2	- -	- -

Parcel Desc: LOT 2 TRACT 945 OF E 240AC OF S 320AC TR 156...

Section	TownShip	Range	
Description		LOT 2 TRACT 945 OF E 240AC OF S 320AC TR 156 13/14-15 14.10AC	
TPZ	Ag Pres	Etal	Bonds
Multi ...	910 MH	Flag 1	Flag 2
Asmt PP	Tax PP	Appeal	Split
Comments		From 0382202701 07/25/2005	

Values

	TAXROLL	CURRENT	APR DATE
Land	23,549	23,549	
Structure	1,068	1,068	01/01/2005
Fixtures			
Growing			
Total L&I	24,617	24,617	
Fixture RP			
MH PP			
PP			
Exemption			
Net	24,617	24,617	
R/C #			
TR/Date			
Status			
Description	ENROLLED is BASE YEAR		

Main | Has Notes | Ownership Detail | Ownership History | Exemptions | Mfg Homes | Attributes | Value History | Situs | Sales

193

A3

Assessor Inquiry - Main
Asmt: 038-220-010-000 Feeparcel: 038-220-010-000
Owner: FIFIELD HELEN JOYCE RUSSELL TRUSTEE

Situs Address			
NameAddress		FIFIELD HELEN JOYCE RUSSELL TRUSTEE 4307 FIFIELD RD BRAWLEY CA 92227	
Status	Date	ACTIVE	
Taxability Code	Descr	000	NORMAL OWNERSHIP
TRA	Base Date	073-000	01/01/2000
Creating Doc#	Date	1900I9999999	
Current Doc#	Date	2012R030096	12/28/2012
Terminating Doc#	Date		
Neighborhood C...	Supl Cnt	038	1
Asmt Description		THAT POR OF BLKS 29 32 33 & 36 TSTE OF ALAMORIO 22	
Land Use 1	Land Use 2	BGXX	X
Zoning 1	Dwell 1		
Acres	SqFt	22.13	0
SSN1	SSN2	- -	- -

Parcel Desc: THAT POR OF BLKS 29 32 33 & 36 TSTE OF ALAM...

Section	TownShip	Range	
Description		THAT POR OF BLKS 29 32 33 & 36 TSTE OF ALAMORIO 22.13 AC	
TPZ	Ag Pres	Etal	Bonds
Multi ...	910 MH	Flag 1	Flag 2
Asmt PP	Tax PP	Appeal	Split
Comments		From 0382201001 07/25/2005	

Values

	TAXROLL	CURRENT	APR DATE
Land	24,361	24,361	
Structure			
Fixtures			
Growing			
Total L&I	24,361	24,361	
Fixture RP			
MH PP			
PP			
Exemption			
Net	24,361	24,361	
R/C #			
TR/Date			
Status			
Description	ENROLLED is BASE YEAR		

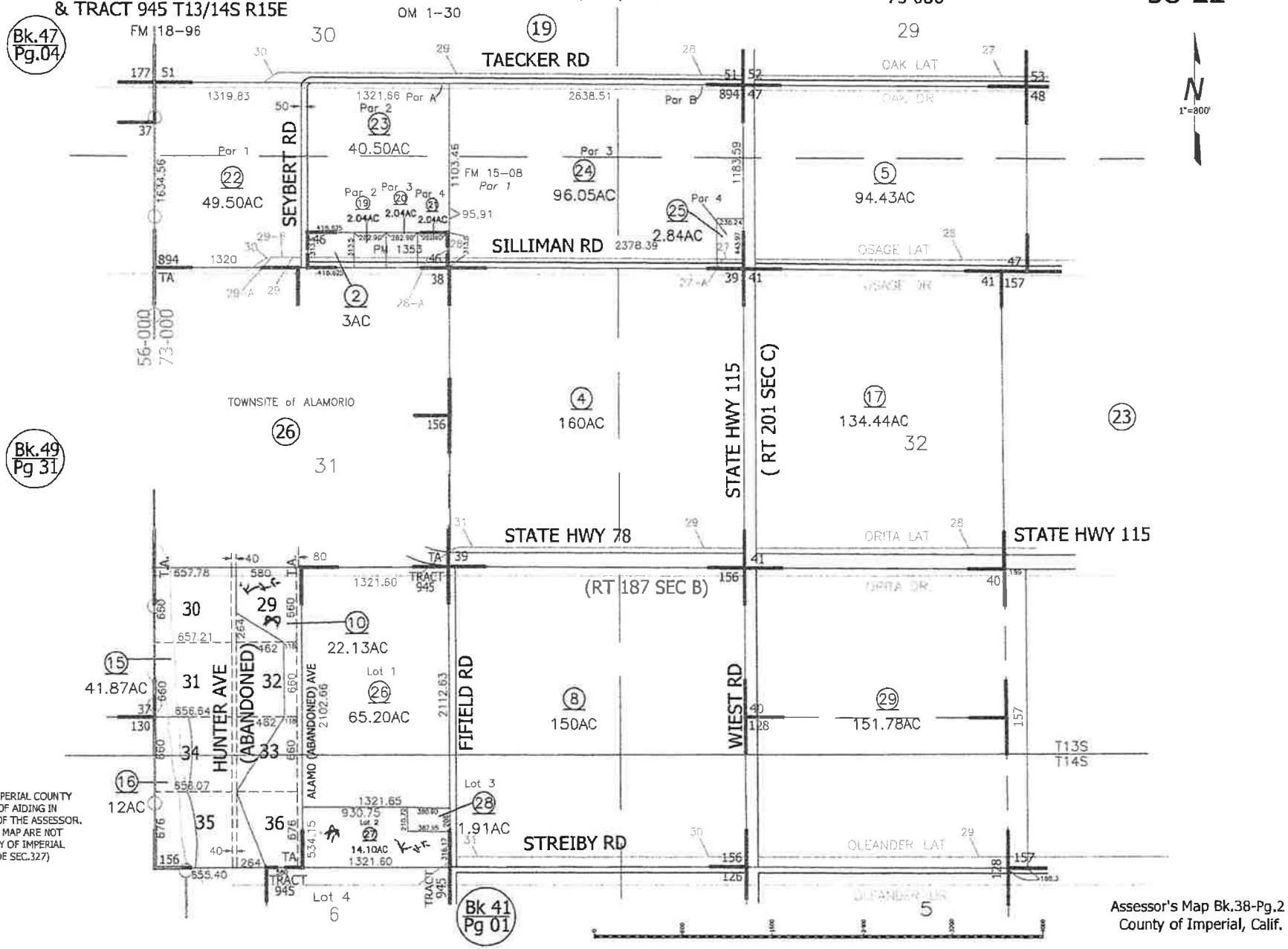
Main | Has Notes | Ownership Detail | Ownership History | Exemptions | Mfg Homes | Attributes | Value History | Situs | Sales

M12

TRACTS 39, 40, 41, 46, 47 & 894 T13S, R15E
& TRACT 156 & POR TRACTS 128 & 157 & POR TOWNSITE OF ALAMORIO T13/14S, R15E
& TRACT 945 T13/14S R15E

Tax Area Code
73-000

38-22



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5-11-99 RM
6-9-81 RW
7-24-89 LS

Assessor's Map Bk.38-Pg.2
County of Imperial, Calif.

Assessor Inquiry - Main
Asmt: 038-230-011-000 Feeparcel: 038-230-011-000
Owner: PLANTERS HAY INC.,

Situs Address		1295 E HWY 78 Brawley 92227		
NameAddress		PLANTERS HAY INC. 1295 E HWY 78 BRAWLEY CA 92227		
Status	Date	ACTIVE		
Taxability Code	Descr	000	NORMAL OWNERSHIP	
TRA	Base Date	073-000		
Creating Doc#	Date	1900I9999999		
Current Doc#	Date	2012R027208	11/21/2012	
Terminating Doc#	Date			
Neighborhood C...	Supl Cnt	038		1
Asmt Description		N 500FT OF NE4 OF S2 TR 158 13/14-15 15.04AC EXC H		
Land Use 1	Land Use 2	IAXX	X	
Zoning 1	Dwell 1			
Acres	SqFt	15.04		0
SSN1	SSN2	- -	- -	

Parcel Desc: N 500FT OF NE4 OF S2 TR 158 13/14-15 15.04AC E...

Section	TownShip	Range		
Description		N 500FT OF NE4 OF S2 TR 158 13/14-15 15.04AC EXC HWY 78 R/W		
TPZ	Ag Pres	Etal	Bonds	✓
Multi ...	910 MH	Flag 1	Flag 2	
Asmt PP	Tax PP	Appeal	Split	
Comments		From 0382301101 07/25/2005		

Values

	TAXROLL	CURRENT	APR DATE
Land	31,830	105,000	05/13/2013
Structure	218,715	295,000	05/13/2013
Fixtures			
Growing			
Total L&I	250,545	400,000	
Fixture RP			
MH PP			
PP			
Exemption			
Net	250,545	400,000	
R/C #			
TR/Date			
Status			
Description	ENROLLED is BASE YEAR		

Main | Has Notes | Ownership Detail | Ownership History | Exemptions | Mfg Homes | Attributes | Value History | Situs | Sales

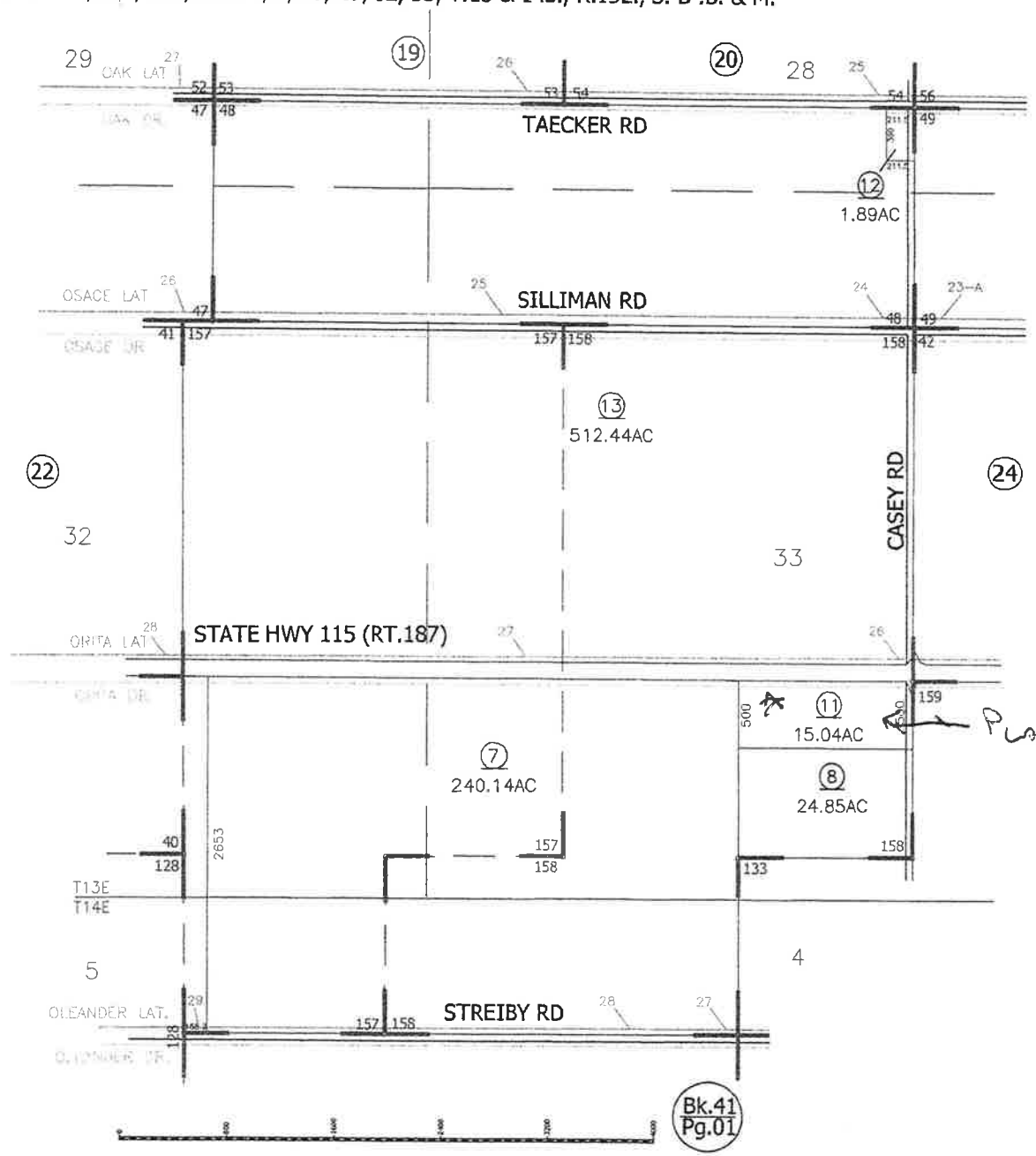
A96

A3

TRACT 48, 157, 158, SEC. 4, 5, 28, 29, 32, 33, T.13 & 14S., R.15E., S. B .B. & M.

Tax Area Code
73-000

38-23



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8-19-92 LS
3-27-92 LS

Bk.41
Pg.01

Assessor's Map Bk.38-Pg.23
County of Imperial, Calif.

Assessor Inquiry - Main
Asmt: 038-240-006-000 Feeparcel: 038-240-006-000
Owner: MESQUITE PROPERTIES LLC

Situs Address			
NameAddress		MESQUITE PROPERTIES LLC P O BOX 1025 BRAWLEY CA 92227	
Status	Date	ACTIVE	
Taxability Code	Descr	001	BUSINESS OWNERSHIP
TRA	Base Date	073-000	
Creating Doc#	Date	190019999999	
Current Doc#	Date	200321871390	03/20/2003
Terminating Doc#	Date		
Neighborhood C...	Supl Cnt	038	1
Asmt Description		POR W 1/2 TRACT 44 T13S R15E 147.71 AC MOL	
Land Use 1	Land Use 2	ALRX	B
Zoning 1	Dwell 1		
Acres	SqFt	147.71	0
SSN1	SSN2	- -	- -

Parcel Desc: POR W 1/2 TRACT 44 T13S R15E 147.71 AC MOL

Section	TownShip	Range		
Description			POR W 1/2 TRACT 44 T13S R15E 147.71 AC MOL	
TPZ	Ag Pres	Bal	Bonds	✔
Multi ...	910 MH	Flag 1	Flag 2	
Asmt PP	Tax PP	Appeal	Split	
Comments			From 038240060I 07/25/2005	

Values

	TAXROLL	CURRENT	APR DATE
Land	304,638	304,638	03/20/2007
Structure	820,920	820,920	03/20/2007
Fixtures			
Growing			
Total L&I	1,125,558	1,125,558	
Fixture RP			
MH PP			
PP	297,520	268,050	
Exemption			
Net	1,423,078	1,393,608	
R/C #			
TR/Date			
Status			
Description	ENROLLED is BASE YEAR		

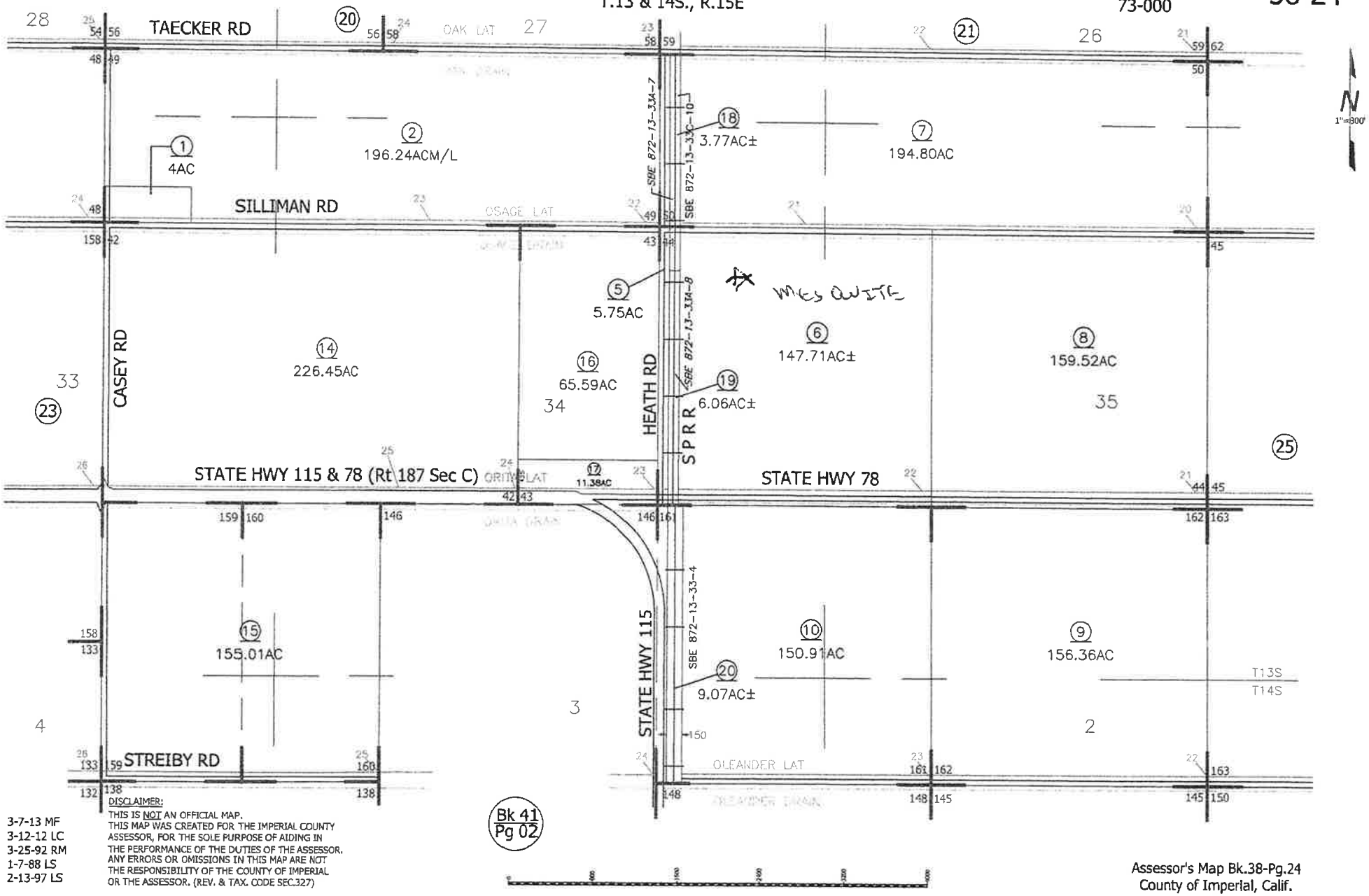
A3

Main | Has Notes | Ownership Detail | Ownership History | Exemptions | Mfg Homes | Attributes | Value History | Situs | Sales

TRACT 42, 43, 44, 49, 50, 159 TO 162 INCL., SEC. 2, 3, 4, 20, 27, 28, 33, 34, 35
T.13 & 14S., R.15E

Tax Area Code
73-000

38-24



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3-7-13 MF
3-12-12 LC
3-25-92 RM
1-7-88 LS
2-13-97 LS

Bk 41
Pg 02

Assessor's Map Bk.38-Pg.24
County of Imperial, Calif.

Assessor Inquiry - Main
Asmt: 041-020-029-000 Feeparcel: 041-020-029-000
Owner: MOIOLA BROTHERS CATTLE FEEDERS LTD

Situs Address			
NameAddress		MOIOLA BROTHERS CATTLE FEEDERS LTD 1594 GONDER RD BRAWLEY CA 92227	
Status	Date	ACTIVE	06/26/2007
Taxability Code	Descr	000	NORMAL OWNERSHIP
TRA	Base Date	073-000	01/01/2000
Creating Doc#	Date	2007R025484	06/26/2007
Current Doc#	Date	2007R035384	09/13/2007
Terminating Doc#	Date		
Neighborhood C...	Supl Cnt	041	1
Asmt Description		PAR 2 PER PM 02406 ALSO BEING POR TR 147	
Land Use 1	Land Use 2	AGXC	
Zoning 1	Dwell 1	05	
Acres	SqR	49.29	0
SSN1	SSN2	- -	- -

Parcel Desc: PAR 2 PER PM 02406 ALSO BEING A POR OF TRA...

Section	TownShip	Range	2,11 | 14 | 15
Description			PAR 2 PER PM 02406 ALSO BEING A POR OF TRACT 147
TPZ	Ag Pres	Etal	Bonds ☑
Multi ...	910 MH	Flag 1	Flag 2
Asmt PP	Tax PP	Appeal	Split
Comments			From 0410201801 07/25/2005

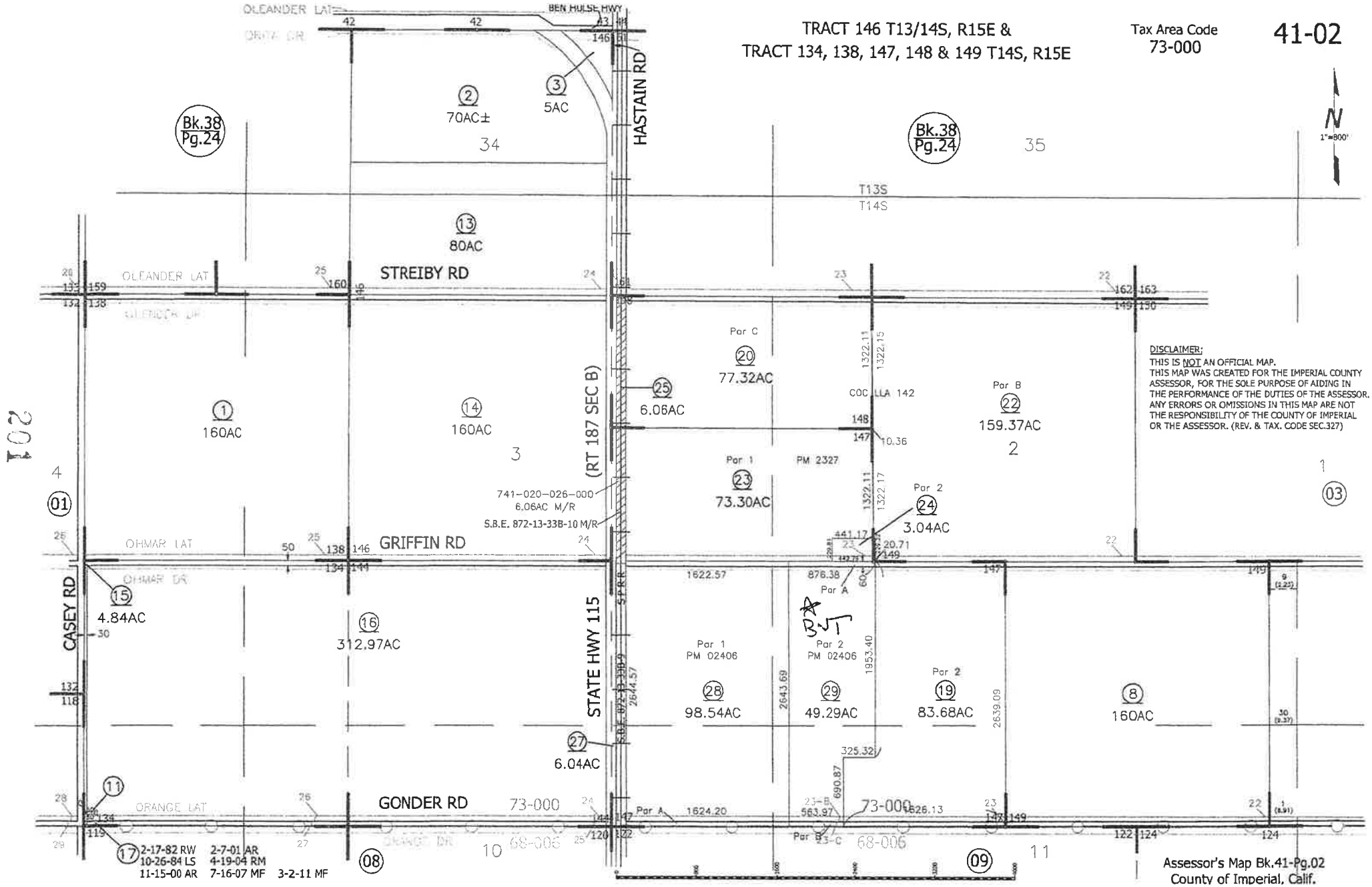
Values

	TAXROLL	CURRENT	APR DATE
Land	179,710	179,710	07/18/2008
Structure	22,691	22,691	07/18/2008
Fixtures			
Growing			
Total L&I	202,401	202,401	
Fixture RP			
MH PP			
PP			
Exemption			
Net	202,401	202,401	
R/C #			
TR/Date			
Status			
Description	ENROLLED is BASE YEAR		

230

A3 R

Main | Has Notes | Ownership Detail | Ownership History | Exemptions | Mfg Homes | Attributes | Value History | Situs | Sales


TRACT 146 T13/14S, R15E &
TRACT 134, 138, 147, 148 & 149 T14S, R15E
Tax Area Code
73-000
41-02
N
1"=800'
OLEANDER LAT
BEN HULSE HWY
HASTAIN RD
Bk.38
Pg.24
2
70AC±
3
5AC
34
35
T13S
T14S
13
80AC
STREIBY RD
OLEANDER LAT
Par C
20
77.32AC
25
6.06AC
COC LLA 142
Par B
22
159.37AC
1
160AC
14
160AC
3
(RT 187 SEC B)
Par 1
23
73.30AC
PM 2327
Par 2
24
3.04AC
741-020-026-000
6.06AC M/R
S.B.E. 872-13-33B-10 M/R
OHMAR LAT
GRIFFIN RD
OHMAR DR
CASEY RD
15
4.84AC
16
312.97AC
STATE HWY 115
Par 1
PM 02406
Par 2
PM 02406
28
98.54AC
29
49.29AC
Par 2
19
83.68AC
8
160AC
27
6.04AC
GONDER RD
73-000
68-006
Par A
Par B
11
17
2-17-82 RW
10-26-84 LS
11-15-00 AR
2-7-01 AR
4-19-04 RM
7-16-07 MF
3-2-11 MF
08
10
09
11
01
03
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Assessor's Map Bk.41-Pg.02
County of Imperial, Calif.

201

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date:	June 18, 2013
City Manager:	

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

PRESENTED BY: Guillermo Sillas, Associate Civil Engineer

SUBJECT: Authorize Agreement with the City of El Centro to Maintain Traffic Control Signal Systems

CITY MANAGER RECOMMENDATION: Authorize Agreement with the City of El Centro to Maintain Traffic Control Signal Systems and authorize the City Manager to execute all documentation in relation to this agreement.

DISCUSSION: On May 1, 2013, the California Department of Transportation (Caltrans) relinquished eight (8) signalized intersections to the City of Brawley at the following locations:

- Main St. and 3rd St.
- Main St. and 6th St.
- Main St. and 8th St.
- Main St. and Cesar Chavez St.
- Main St. and Palm Ave.
- Main St. and Eastern Ave.
- Main St. and Best Ave.
- 8th St. and B St.

The City of Brawley Public Works Department wishes to contract with the City of El Centro to maintain these signalized intersections. Currently, the City of El Centro maintains traffic signals for the County of Imperial and the City of Imperial, as well as their own.

Services will be performed on an as requested basis and paid by time and materials on a monthly basis.

FISCAL IMPACT: Anticipated at $20,000 per year – Streets and Utilities Technical Services

ATTACHMENTS: Agreement

AGREEMENT TO MAINTAIN TRAFFIC CONTROL SIGNAL SYSTEMS BETWEEN THE CITY OF EL CENTRO AND THE CITY OF BRAWLEY

This Agreement ("this Agreement") is made and entered into this day of , 2013, by and between the City of El Centro, a municipal corporation ("El Centro") and the City of Brawley, a municipal corporation ("Brawley") (individually, "Party;" collectively, "Parties").

RECITALS

WHEREAS, Brawley has asked El Centro to maintain certain traffic control signal systems within Brawley's Street System as shown on Exhibit "A" attached hereto and by this reference made a part hereof ("the Signals"); and

WHEREAS, Brawley does not have personnel available to perform said maintenance of the Signals; and

WHEREAS, El Centro has qualified personnel available to perform said maintenance of the Signals; and

WHEREAS, El Centro and Brawley do mutually desire to cooperate and to specify herein the terms and conditions of the maintenance to be done.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. Scope of Work. That the degree or extent of maintenance work to be performed on the Signals and the standards therefore shall be in accordance with the provisions of Section 27 of the Streets and Highways Code.

SECTION 2. Term of Agreement. The term of this Agreement shall commence on the date written above and shall continue on a month-to-month basis until terminated by thirty (30) days written notice by either Party as permitted by this Agreement.

SECTION 3. Schedule of Performance. The services of El Centro will be provided when requested by Brawley. Said maintenance will be done as the workload of El Centro's forces permits and if said workload becomes too great, this Agreement may be terminated as provided in Section 9 of this Agreement.

SECTION 4. Compensation. The total compensation payable under this Agreement shall be for actual costs incurred to maintain said traffic control signal systems, including assessments for indirect charges to be made at rates which are in effect at the time said costs arise. The hourly rate for the Signal Technician/Electrician will be based on the annual budget approved by El Centro at the time service is rendered. The current hourly rate is shown in "Exhibit B" attached hereto and by this reference made a part hereof.

SECTION 5. Method of Payment. El Centro agrees to bill Brawley monthly for actual costs incurred to maintain said traffic control signal systems. Payments to El Centro shall be made as follows:

a) Brawley shall make payments to El Centro in accordance with the invoice submitted by Brawley on a monthly basis. If Brawley disagrees with any aspect of the invoice, including amount, percent complete or supporting documentation, Brawley will notify El Centro in writing within ten (10) days of receipt of invoice. If invoice is not contested, invoices shall be paid within thirty (30) days of date of invoice.

b) Upon completion of services, any uninvoiced portion of the contract amount shall be invoiced. Invoices submitted by Brawley in accordance with this schedule shall be paid within thirty (30) days of the invoice date.

Additional Services: Payments for any services requested by Brawley during the term of this Agreement and not included in El Centro's services identified in Exhibit "A", shall be paid on a reimbursable basis in accordance with the Fee Schedule in effect at the time the services are provided. These costs will be invoiced monthly and will be paid by Brawley within thirty (30) days.

SECTION 6. Assignability. El Centro shall not assign or transfer any interest in this Agreement nor the performance of any of El Centro's obligations hereunder, without the prior written consent of Brawley, and any attempt by El Centro to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 7. Indemnification. Each Party shall hold harmless and indemnify the other Party and its directors, officers, agents and employees against any and all loss, liability, damage or expense, including any direct, indirect or consequential loss, liability, damage or expense, but not including attorneys' fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, willful, wanton reckless or negligent conduct regarding this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage or expense resulting from its sole negligence or willful misconduct.

SECTION 8. Survival of Terms. The indemnification provisions of Section 7 shall survive termination of this Agreement and completion of the services provided by El Centro.

SECTION 9. Termination.

a) El Centro and Brawley shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days written notice of termination.

b) If Brawley fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, El Centro may terminate this Agreement immediately upon written notice.

c) In the event of termination, El Centro shall delivery to Brawley copies of all work papers, schedules, reports and other work performed by El Centro and upon receipt thereof, El Centro shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 10. Compliance With Laws. El Centro shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 11. Governing Law. El Centro and Brawley agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either Party against the other arising out of the performance of this Agreement shall be filed and maintained in the Superior Court of the County of Imperial.

SECTION 12. Prior Agreements and Amendments. This Agreement represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment.

SECTION 13. Confidential Information. All data, documents, discussions or other information developed or received by or for El Centro in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

SECTION 14. Notices. All notices shall be addressed and mailed or personally delivered as follows:

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

City of El Centro
Ruben Duran
City Manager
1275 Main Street
El Centro, CA 92251

Either Party may, by written notice to the other, change its address where notice shall be made. All notices shall be effective five (5) days after deposit in the U.S. Mail, postage prepaid, first class mail or in the case of personal delivery, effective upon receipt.

WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

City of Brawley

By _____
Rosanna Bayon Moore, City Manager

ATTEST:

By _____
Alma Benavides, City Clerk

APPROVED AS TO FORM:

By _____
Dennis H. Morita, City Attorney

City of El Centro

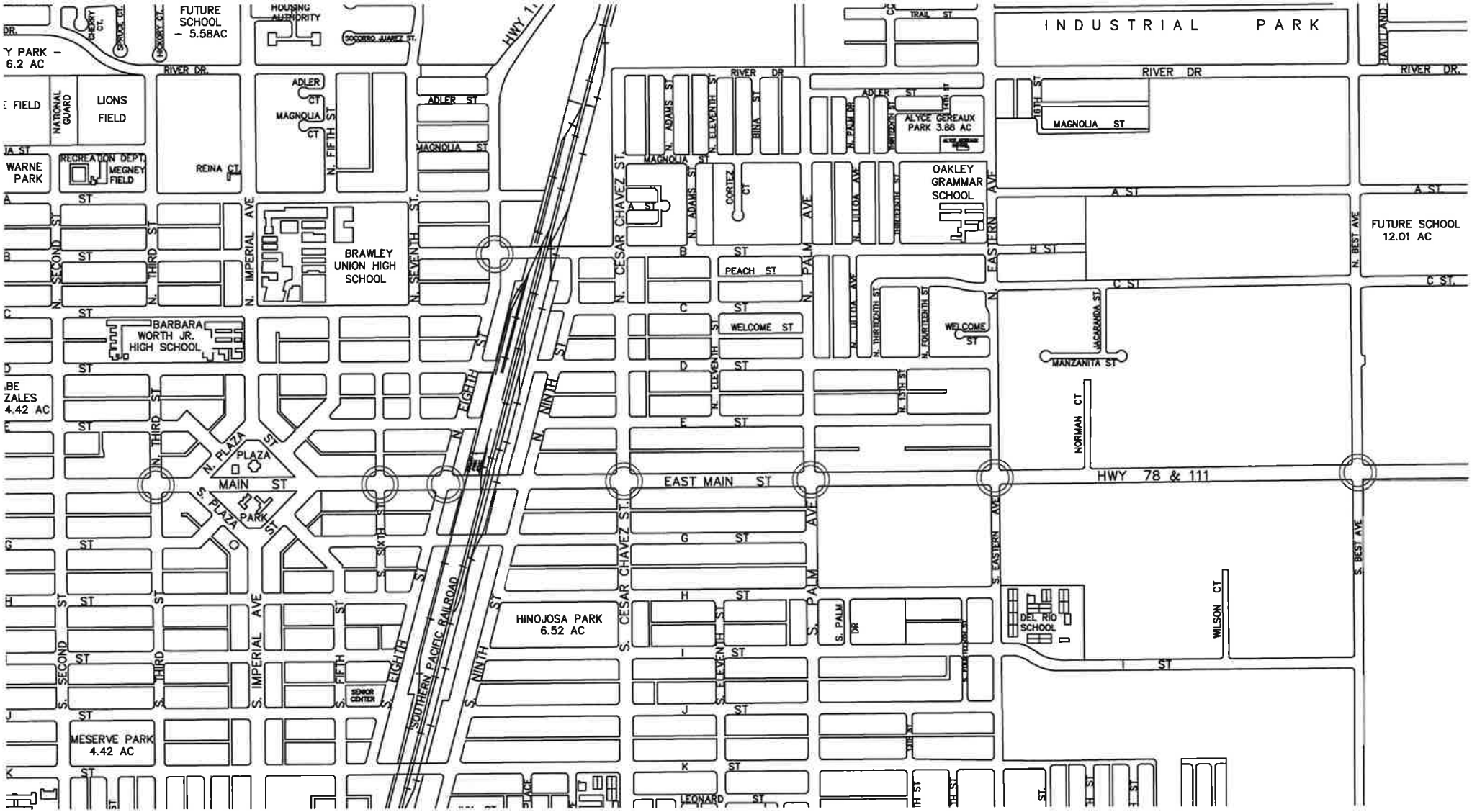
By _____
Ruben Duran, City Manager

By _____
L. Diane Caldwell, City Clerk

By _____
Kris M. Becker, City Attorney

CITY OF BRAWLEY TRAFFIC SIGNAL LOCATIONS 4/10/13

N.T.S.



1. MAIN ST. AND 3RD ST.
2. MAIN ST. AND 6TH ST.
3. MAIN ST. AND 8TH ST.
4. MAIN ST. AND CESAR CHAVEZ ST.
5. MAIN ST. AND PALM AVE.
6. MAIN ST. AND EASTERN AVE.
7. MAIN ST. AND BEST AVE.
8. 8TH ST. AND B ST.

EXHIBIT "A"

EXHIBIT B

Salary Ranges effective July 1, 2012

Grade	Minimum	Maximum
G9	$3439	$4407

Salary Ranges effective July 1, 2013

Grade	Minimum	Maximum
G9	$3439	$4407

From: Kris Becker [mailto:kbecker@ci.el-centro.ca.us]
Sent: Thursday, June 13, 2013 9:35 AM
To: Yazmin Arellano; Carl Fowler; Terry Hagen
Cc: Dennis Morita; Alma Benavides; Rosanna B. Moore; Guillermo Sillas; Ruben Mireles
Subject: RE: EXHIBIT B

Yazmin- Effective July 1, 2012: minimum: $19.84/hour & maximum: $25.43. Effective July 1, 2013: minimum; $20.24/hour & maximum: $25.93/hour. -Kris

Kris M. Becker
City Attorney
City of El Centro

Please consider the environment before printing this email.

Confidentiality Notice: The preceding e-mail may be confidential or protected by attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it; (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the client(s) of the El Centro City Attorney's Office represented by the City Attorney's Office in the particular matter that is the subject of this message, and may not be relied upon by any other party. Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise, the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date:	June 18, 2013
City Manager:	

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

PRESENTED BY: Guillermo Sillas, Associate Civil Engineer

SUBJECT: Kimley-Horn & Associates, Inc. and the Alyce Gereaux Park Renovation Project

CITY MANAGER RECOMMENDATION: Authorize Agreement with Kimley-Horn & Associates, Inc. in the amount of $336,690 for the Preparation of Bidding Documents (Plans, Specifications, and Cost Estimates) and Bidding Construction Support Services for the Alyce Gereaux Park Renovation Project. Authorize the City Manager to execute all documentation in relation to this project.

DISCUSSION: At the April 16, 2013 Brawley City Council, Kimley-Horn & Associates Inc. was selected to provide professional engineering services for the Alyce Gereaux Park Renovation Project. The project site is located at Magnolia Street and Eastern Avenue. The project consists of recreational features such as a splash pad, walking trail, drought tolerant garden and landscape area, picnic area, and accessible play equipment.

The project is funded by a California Department of Parks and Recreation grant in the amount of $2,702,500. Kimley-Horn & Associates Inc. has negotiated a fixed fee of $336,690 to prepare bidding documents and provide bidding construction support services for the project.

FISCAL IMPACT: $336,690-California Department of Parks & Recreation Grant

ATTACHMENTS: Agreement

CITY OF BRAWLEY
CONSULTING SERVICES CONTRACT
PROFESSIONAL SERVICES
FOR
PREPARATION OF BIDDING DOCUMENTS AND SUPPORT SERVICES
FOR
ALYCE GEREAUX PARK RENOVATION PROJECT

1.0 **The Parties.** This Contract is made by and between the City of Brawley ("City") and Kimley-Horn and Associates, Inc., ("Consultant").

2.0 **Paragraph Headings and Definitions**. Paragraph headings in this Contract are for convenience only, and are not to be construed to define, limit, expand, interpret, or amplify the provisions of this Contract. When initially capitalized in this Contract or amendments hereto, the following words or phrases shall have the meanings specified:

2.1 Best Efforts. Those efforts that a competent, experienced, and prudent Consultant would use to perform and complete the requirements of this Contract in a timely manner, exercising the degree of care, competence, and prudence customarily imposed on a Consultant performing similar work in the State of California.

2.2 Contract. This Contract, including all referenced documents, between City and Consultant for the performance of the Work, and any subsequent written modifications or amendments executed by City and Consultant.

2.3 Consultant. The legal entity that executes this Contract with City to perform the Work.

2.4 Force Majeure. An act of God, or event beyond the control of a party, including an act or omission of government, act or omission of civil or military authority, strike or lockout, act of a public enemy, war, blockade, insurrection, riot, epidemic, landslide, earthquake, fire, storm, lightning, flood, washout, or civil disturbance which could not have been avoided through the exercise of reasonable care and prudence.

2.5 Contract Manager. The title of the person designated by City to be its representative with authority to act for City regarding this Contract and the Work of Consultant.

2.6 Work. All or a part or phase of the obligations undertaken by Consultant pursuant to the Contract.

3.0 **Time of Contract**. Consultant shall perform the services required under this Contract within 180 calendar days from the date of the Contract.

4.0 **Scope of Work**. City hereby retains and engages Consultant, and Consultant accepts such engagement to provide Preparation of Bidding Documents and Provide Bidding Construction Support Services which includes the following:

4.1 Details of Scope of work are contained in the Proposal for Professional Services, dated May 22, 2013, attached herewith as Exhibit C and by this reference made a part hereof and are here referenced below.

4.1.1 Project Design Coordination and Meetings;
4.1.2 Data Collection;
4.1.3 Concept Development;
4.1.4 Final Improvement Plans and Reports;
4.1.5 Specifications and Bid Document Preparation;
4.1.6 Bid and Construction Period Services;
4.1.7 Record Documents
4.1.8 Project Management Assistance;

See Exhibit C attached for full details.

Kimley-Horn
and Associates, Inc.

EXHIBIT C

SCOPE OF WORK FOR ALYCE GEREAUX PARK

Suite 600
401 B Street
San Diego, California
92101-4218

TASK 1.0 – PROJECT DESIGN COORDINATION AND MEETINGS

Task 1.1 Project Kick-off Meeting

Kimley-Horn and Associates, Inc. (KHA) will coordinate a kick-off meeting with the design team, the City Project Manager and City staff to discuss the project, establish communication procedures and project management protocol, review scope and deliverables, confirm the project's program, goals and objectives, review data collected and project information, establish the budget control procedures, and review the project schedule, key milestones, and anticipated City review times. KHA will also provide a schedule of monthly meetings and upcoming activities at the project kick-off meeting.

Task 1.2 Project Team Meetings

KHA will schedule and attend project team meetings to be held monthly at the City of Brawley. In consultation with the City, KHA will invite the appropriate consultant team members to each meeting. Meeting minutes will be provided to the team for review and comment. It is assumed that there will be up to eight (8) monthly meetings and that at least one KHA staff will attend each meeting.

In advance of the scheduled monthly meetings, the KHA Project Manager will distribute agendas, progress reports, schedule updates and action items. To keep the project on track, the KHA Team will maintain a decision and action item matrix that will be reviewed at the beginning of each team meeting.

Task 1.3 Monthly Progress Reports

KHA will prepare monthly progress reports to be included in the monthly invoice sent to the City. Progress reports will include a summary of work accomplished in the previous month, significant problems encountered, and total effort expended by task, and percent of project completion by task.

Task 1.4 Utility Coordination

Dynamic Consulting Engineers, Inc. (DCE) will coordinate improvements with affected utility companies, including Imperial Irrigation District (IID), The Southern California Gas Company, Time Warner Cable, and AT&T to determine if relocation, removal, or adjustments of existing facilities are required. Records of correspondence with utilities companies and their representatives will be kept. Consultant will attend a total of two (2) coordination meetings for this task. It is assumed that up to one (1) service work order will be required for IID.

TEL: 619 234 9411
FAX: 619 234 9433

Utility coordination will include determination of existing points of connection and service load requirements.

Task 1.5 Field Review and Comment Resolution Meetings

KHA will organize up to two (2) Field Review meetings with City staff – one following the project kickoff meeting and the other following the 90% submittal. KHA will document agency comments and provide timely written responses. A review meeting to discuss City comments on each submittal will be incorporated as part of the monthly team meetings.

Task 1.6 Maintain Project Schedule and Budget

The KHA project manager will coordinate regularly with the City's project manager on schedule and budget updates. Issues and decisions that will affect the budget will be discussed prior to the monthly Project Team meetings. A schedule will be maintained in Microsoft project with monthly updates (up to eight months) provided to the City Project Manager.

Task 1.7 Presentations to City Staff and City Council

The KHA Team will prepare short presentations to City Staff and City Council to present the 30% and 90% design submittals. The presentations will illustrate the key design features of each submittal. An overview of the project schedule, budgets, and action items will also be presented. It is assumed that the presentation to City staff will be conducted on the same business day as the scheduled evening presentation to City Council. It is assumed that scheduling of the presentations to City Council will be conducted by the City Project Manager.

Task 1.0 Deliverables

- *Prepare and distribute action items and decision logs, meeting agendas, and meeting minutes,*
- *Prepare monthly progress reports,*
- *Records of correspondence with utility companies (upon request),*
- *Regular coordination with City project manager regarding schedule and budget,*
- *Monthly schedule updates (up to eight (8) months).*

Task 1.0 Meetings

- *Project Kick-off Meeting*
- *Monthly Project Team meetings (up to 8 meetings),*
- *Two (2) Field Review Meetings,*
- *Two (2) Utility Coordination Meetings.*
- *Two (2) Presentations to City Staff and City Council*

TASK 2.0 – DATA COLLECTION

Task 2.1 Topographical Survey

DCE will perform field topographic survey and will establish the project horizontal and vertical control to tie into the City datum that will provide the horizontal location and vertical elevation of top of curb, flow line, lip of gutter, edge of asphalt, sidewalk and sidewalk curb ramps, striping and signage, swales, valley gutters, at grade utilities, vegetation, and break points for existing improvements adjacent to the project site within N 13th St, Magnolia St, N Eastern Ave, N 14th St, and E Adler St.

The survey will provide a grid of survey points within the limits of the existing park to establish the grades within the existing fields, high and low points, the elevations and limits of the existing basketball court, the locations of existing park site furnishings, the locations of existing light poles and at grade utilities, fences, and vegetation.

Survey points will be provided at a frequency to produce contours at an increment of 1'.

DCE will also perform right of way mapping research and will field locate existing right of way monuments to establish the property lines of the park. Additionally DCE will establish roadway centerlines for the public streets adjacent to the park.

DCE will dip up to four (4) sanitary sewer and drainage structures to determine the rim, invert, and pipe connections to the structure. It is assumed that traffic control for the dips will not be required.

It is assumed that utility potholes will not be required.

Task 2.1 Deliverable

- *Topographic Survey in AutoCAD 2013 and PDF format*

Task 2.2 Geotechnical Engineering Investigation

Twining, Inc. (Twining) will provide geotechnical investigation services that will include recommendations for building foundations, footings for lighting and fencing, splash pad/playground subgrade soil preparation, and landscape soil management laboratory testing. Twining will review background information including readily available geotechnical reports, geologic maps, groundwater data, and aerial photographs.

As part of this task, they will also perform a geologic reconnaissance of the site, siting and staking proposed exploratory boring locations for utility clearance by Underground Service Alert and a subcontracted underground utility location firm. A subsurface exploration consisting of the drilling, logging, and sampling of five (5) exploratory borings with truck-mounted, hollow-stem auger drilling equipment will be performed.

Bulk and in-place samples of the encountered soils will be collected and transported to our in-house geotechnical laboratory for analysis.

Geotechnical laboratory testing on selected samples will be performed to evaluate soil parameters for design purposes. Testing is expected to include, in-situ moisture content and dry density, optimum moisture content, gradation (particle-size) analyses and soil classification, expansion index, direct shear strength, R-value, and corrosivity (pH, electrical resistivity, sulfate content, and chloride content).

A geotechnical evaluation report will be developed compiling and performing an engineering analysis of the data obtained and discussing the findings and conclusions.

Prior to the 100% design submittal, Twining will perform a geotechnical review of the project construction documents to determine if the geotechnical recommendations have been properly incorporated into the project design.

Task 2.2 Deliverables

- *Geotechnical Report,*
- *Review of Final Design Documents.*

Task 2.3 Documents Review / Data Collection / Site Visit

The KHA team will develop an understanding of the physical conditions within the project limits, through a site visit and data collection effort. It is important to the success of the project that existing conditions are documented on the plans and in the project specifications. The team will review project survey, mapping, and existing utility information for the proposed work areas, and the Proposition 84 Grant Application. City shall also provide any operational or maintenance issues pertaining to this specific park as well as other relevant parks within the City. This information will be used to respond to existing park issues that may be addressed in the design of this project.

KHA will visit the project site to inventory and analyze the project area to gather information on the visible features of the site. An informal site analysis will be conducted for the project, as well as an informal opportunity and constraints plan.

Task 2.3 Deliverable

- *Site and Data Analysis Summary with Opportunities and Constraints Identified.*

TASK 3.0 – CONCEPT DEVELOPMENT

A comprehensive and thorough planning effort is crucial to the success of the Alyce Gereaux Park Renovation Project. This effort will identify project constraints and determine design solutions to support the final design. The KHA team will identify critical constraints and creative opportunities for the project. The following key issues

will be addressed as a part of this planning effort:

- Shading,
- Lighting,
- Possible event programming by City or others,
- Materials and equipment,
- Efficient technologies,
- Construction methods,
- Accessibility,
- Stormwater quality/retention,
- Sustainability.

Task 3.1 Public Workshop #1 – Pre-Design

KHA will facilitate an initial public workshop to develop consensus and present park element options. KHA will present various park elements such as but not limited to playground equipment, lighting styles, restroom building and shade structure styles, landscaping material, and splash pad options for public feedback on design direction. Community involvement in the design of the mosaics and community forum public art elements will also be coordinated during this workshop.

It is assumed the City will coordinate the location, and the KHA team will provide the advertisement flyer as well as meeting notes. At this time it is assumed that the first public workshop will be held in combination with another City event such as the Summer Day Camp and/or a Family Swim Event. KHA will provide bi-lingual staff at the public workshop.

Task 3.1 Deliverables

- *Public workshop advertisement flyer in both English and Spanish,*
- *Supporting park element material boards,*
- *Public workshop exhibits / Inspiration Boards.*

Task 3.2 Conceptual Design Plans

The results of specific design criteria gathered from the City and public input obtained from the first public workshop will be used to develop two (2) conceptual layout plans. Existing grades, the location of any easements, sun angle shading, pedestrian access and circulation, and utilities are primary considerations in the development of the conceptual layout plans.

The two (2) conceptual layout plans will consist of a color exhibit (24"x36") of the overall park. The plan will show proposed locations for park improvements as indicated in the Prop 84 Grant Application and as further developed with input from the City Staff and the public through Workshop #1. These improvements include the following:

- New splash pad with security cameras and lighting,
- New lighted multi-use athletic fields,
- New lighted pedestrian trail/walking path,
- New drought tolerant garden and landscape area,
- New picnic area,
- New accessible playground,
- Renovated basketball court resurfacing, lighting, and equipment,
- New restroom and storage building,
- New shade structure,
- New community art component,
- Drinking fountains, trash receptacles, benches, picnic tables and other minor support elements will also be shown on the conceptual layout plans.

Task 3.2 Deliverables

- *Conceptual Design Plans (2),*
- *Supporting park element material boards.*

Task 3.3 Public Workshop #2 – Conceptual Design Alternatives

KHA will facilitate a second public workshop to develop consensus and present the (2) conceptual park designs for the park identifying horizontal layout of the park based on the input from City Staff, Public Workshop #1 feedback, and client approval. The second public workshop will be held within a ½ of the park. Community involvement in the design of the mosaics and community forum public art elements will be further coordinated during this workshop.

It is assumed the City will coordinate the location, and the KHA team will provide the advertisement flyer as well as meeting notes. At this time it is assumed that the public workshop will be held in combination with another City event, KHA will provide bi-lingual staff at the public workshop.

Task 3.3 Deliverable

- *Public workshop advertisement flyer in both English and Spanish,*
- *Concept Design Plans (2).*

Task 3.4 Design Engineering Study (30% Submittal)

The KHA team will prepare a design engineering study for the Alyce Gereaux Park. The study will highlight the steps taken to develop the final approved concept plan and associated preliminary engineering plans, summarize the design team's professional opinions regarding the methods and materials for construction of the project, and describe the format/organization proposed for the construction documents.

Final Concept Plan

The results of City and public input obtained from the second public workshop will be used to develop a final concept plan. The final concept plan will consist of a site plan (24"x36") of the overall park. The plan will show proposed locations for the those park elements listed in Task 3.2. The plan will meet the requirements of the Grant Application Guide, the City Grant Application, and Grant Administration Guide. This scope assumes one (1) revision to the final concept plan based upon review comments by the City.

Preliminary Grading and Drainage Plan

This plan will show on-site preliminary grading and storm drain improvements and discharge locations for the site. One (1) estimate of cut and fill quantities will be made based upon these preliminary grading plans. This scope assumes one (1) revision to the preliminary grading plan.

Preliminary Utility Plan

This plan will indicate proposed sanitary sewer, domestic water, fire water, electrical, and storm drain connections needed to service the proposed improvements. This assumes a horizontal schematic plan only. This scope assumes one (1) revision to the preliminary utility plan.

Preliminary Splash Pad Plan

This plan will consist of drawings and other documents to fix and describe the size and character of the splash pad elements. The preliminary plan shall include the following:

- Splash pad plan view
- Splash pad longitudinal and cross section views
- Preliminary layout and equipment details

This scope assumes one (1) revision to the preliminary splash pad plan.

Materials and Equipment Alternatives

Two (2) alternatives for materials and equipment will be provided to the City with the preliminary engineering study. Alternatives will be presented for the different park elements listed in task 3.2. The City will select a preferred alternative for each of these park elements.

Task 3.4 Deliverables

- *Design Engineering Study including final concept plan and preliminary engineering plans,*
- *Materials and Equipment Alternatives for Various Park Elements (3 – 24"x36").*

Task 3.5 Preliminary Opinion of Probable Construction Costs (OPCC)

The KHA team will prepare a preliminary OPCC for the final concept plan that will identify the design items, unit prices, contingencies, and an overall cost.

Task 3.5 Deliverable

- *Preliminary OPCC in Microsoft Excel and PDF formats.*

TASK 4.0 - FINAL IMPROVEMENT PLANS AND REPORTS

Task 4.1 Final Improvement Plans

Grading and Improvement Plans

KHA will prepare precise Grading and Improvement Plans for the Alyce Gereaux Park.

The Grading and Improvement plans will include existing topographic mapping, right-of-way lines, roadway centerlines, and calculated geometric layouts.

Plans will indicate the proposed surface improvements including curb, gutter, walls, pavement, horizontal/vertical control, drainage system, erosion control, permanent post construction BMP's, striping, park entrance(s), water and sewer improvements, and grading.

KHA will perform earthwork calculations to determine grading cut/fill quantities. Special attention will be paid to the proposed pavement sections and shrinkage that will occur during compaction.

KHA will prepare a Storm Water Technical Memorandum as part of the onsite storm water quality and retention design. The technical memorandum will discuss the existing hydrology and hydraulics of the site, the required storm water quality and retention requirements, and the proposed storm water system. Design plan sheets, profiles, and calculations will be provided as required as part of the technical memorandum.

KHA will design the sewer and water utility infrastructure for the project. This will include sizing and designing the proposed sewer lateral for the proposed restroom/storage building and splash pad. A potable water service will also be sized to serve the project and will be based on demand calculations for splash pad, irrigation system and the proposed uses and fixture counts for the building. Connections to public water and sewer mains will occur off-site within the adjacent public streets. It is assumed that adequate domestic water pressure is available in the adjacent public system.

It is assumed that no off-site upgrades or modeling of the sewer or water system are required and no fire flow analysis will be required. Irrigation connections will be shown on the water improvement plans

The plans will be prepared at a scale of one inch equals twenty feet (1"=20') with storm drain and sanitary sewer profiles as required. Plan sheets will include Title Sheet, Index Map, General Notes, Construction Details Sheets, Demolition and Rough Grading Plans, Park Grading Plans, Site Plans, Erosion Control Plans, Storm Drain Improvement Plans and Profile Sheets, and Water and Sewer Plan and Profile sheets.

Structural Engineering Plans

KHA will provide structural engineering services for the non-Musco light pole footings, and fencing footings. KHA will coordinate with manufacturers to determine footing and foundation requirements and anchoring details of each element to the footing/foundation. Footing/foundation design will be based on geotechnical recommendations provided by Twinning. Responses to two rounds of City Building Department comments are also included in this task.

It is assumed that the restroom building and shade structures will be pre-fabricated and that no additional structural engineering is required for these elements.

Landscape Architectural Plans

KHA will prepare a site amenities and landscape construction document package incorporating the preferred alternatives developed in the concept plan selected by the City. The site amenities plans and details will include the following elements:

- Sport fencing for the basketball court and splash pad, and backstops for the multi-use fields,
- Pedestrian paving,
- Basketball sport court renovations,
- New playground equipment,
- Minor renovation of existing playground area to remove graffiti / etching,
- Site furnishings (trash/recycling receptacles, benches, picnic tables, bike racks),
- Community art locations.

The landscape and irrigation plans will include the renovation of the existing multi-purpose fields, educational drought tolerant landscape garden and other associated park landscaping. Irrigation discussions and recommendations will include renovations and upgrades to the existing systems with new efficient system components, water and electrical connections, and types of equipment. The landscape and irrigation plans and details will meet the requirements of AB 1881, and City of Brawley ordinances, and include the following elements:

- Project data sheet,
- Water efficient landscape calculations worksheet,
- Landscape plan and details,
- Information plaques for the drought tolerant garden,
- Irrigation plan and details,
- Soil management report.

Lighting, Security, and Electrical Plans

Lopez Engineering, Inc. will prepare lighting, security, and electrical plans for the site. Plans shall include lighting and electrical engineering for the installation of restroom building and splash pad security cameras, pedestrian, athletic sport field, splash pad, basketball court, landscape, monument, and public art lighting.

Electrical plans shall include specifications on plan sheets, schedules, control diagrams, installation details and construction notes. Photometric lighting studies will be included to determine proper lighting levels for establishing the locations of site light poles. Lighting levels shall be as directed by the City or the IESNA'S 'Recommended Practices' and it is assumed a lighting system incorporating energy efficient design shall be required. Voltage drop calculations to determine proper wire size for electrical circuits will also be included.

Architectural Building and Shade Structure Plans

Coordination with the selected manufacturers for the pre-fabricated restroom building and pre-fabricated shade structures will be conducted as part of this task. Construction documents, prepared and signed and sealed by a registered professional engineer will be provided by the manufacturer and inserted into the overall project documents.

Splash Pad Plans

Based upon the approved splash pad materials and concept plan, Aquatic Design Group (ADG) will prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the splash pad. Construction documents for the splash pad shall include the following:

<u>Architectural Drawings</u>

- Site plan detailing the splash pad,
- Splash pad plan view,
- Splash pad elevation and section,
- Miscellaneous splash pad details.

<u>Structural Drawings</u>

- Splash pad / surge tank structural sections,

- Splash pad wet deck sections,
- Splash pad wet deck details,
- Splash pad / surge tank reinforcement schedules,
- Miscellaneous splash pad structural details.

Mechanical Drawings

- Splash pad piping plan,
- Splash pad mechanical equipment piping plan,
- Miscellaneous splash pad mechanical details.

Electrical Drawings

- Splash pad equipment wiring plan,
- Splash pad electrical panel schedule,
- Miscellaneous splash pad electrical details.

Task 4.1 Deliverables

- *Final Improvement Plans for Alyce Gereaux Park submitted at 30%, 90%, and 100%,*
- *Cut-sheets and/or product samples for review and approval,*
- *Permitting through the City of Brawley, IID, and the County Health Department,*
- *Structural calculations as required,*
- *Submittal of one 24"x36" signed and sealed mylars and final construction documents,*
- *Submittal of twenty 24"x36" signed and sealed bond final construction documents.*

Task 4.2 Stormwater Pollution Prevention Plan (SWPPP)

KHA will prepare a SWPPP report for the proposed project as required by the State Water Resource Control Board (SWRCB) based on the revised requirements effective July 1, 2010. This report will incorporate the Erosion Control Plan and details for the construction site. Preparation of a SWPPP requires risk calculations that will further define the SWPPP requirements. This task assumes that the site will be classified as a Risk Level 2, based on visual observations of the existing soils, topography and discharge from an aerial photograph and site visits.

The SWPPP will be prepared by a Qualified SWPPP Developer (QSD) on the KHA Team as required by the Permit and contain the required inspection forms and instructions for their use by the Qualified SWPPP Practitioner (QSP), the General Contractor. It is assumed that updates to the SWPPP during construction will be prepared by the QSP, therefore these updates are not included as part of this scope. A copy of these changes shall be provided to KHA. Three (3) copies of the SWPPP will be submitted to the City at the 90% submittal. KHA will prepare and file a Notice of Intent (NOI) prior to

construction and a Notice of Termination (NOT) at the completion of construction on behalf of the City. The City will pay any associated fees. KHA will file the Annual Certifications as prepared by the QSP.

Task 4.2 Deliverables

- *SWPPP at 90%, and 100%,*
- *Notice of Intent,*
- *Filing of Annual Certifications,*
- *Notice of Termination.*

Task 4.3 Opinion of Probable Construction Costs

The KHA Team will provide an opinion of probable construction cost in Microsoft Excel spreadsheet format to be submitted at 30%, 90%, and 100% project milestones. The opinion of probable construction cost will include bid item description, bid unit, bid quantity, unit price, and total price for each bid item. The spreadsheet item description will correspond with the Bid Schedule item description to be used when advertising the project for construction bids. As part of this task, KHA will perform a value engineering analysis at the 90% stage. A memo will be prepared to present potential cost reduction measures to the City.

Task 4.3 Deliverables

- *Opinion of probable construction cost submitted at 90%, and 100%,*
- *Value Engineering Analysis and Memo.*

Task 4.4 Aerial Site Plan

KHA will prepare an aerial site plan showing the CAD plan view to demonstrate existing field conditions pictorially. The plan will extend twenty-five (25) feet outside the existing right-of-way.

Task 4.4 Deliverables

- *Aerial Site Plan submitted at 90%, and 100%.*

TASK 5.0 – SPECIFICATIONS AND BID DOCUMENT PREPARATION

The KHA Team will prepare bid and specifications documents to accompany the construction drawings. The document will include general and technical specifications, special provisions, the bid schedule and specialty technical standards. The document will be prepared utilizing City standards, APWA standard special provisions ("Green Book"), and the 2010 California Building Code, as necessary. City reviews will be at 90% and 100% submittals.

The bid document will include detailed bid item descriptions for each item listed in the bid schedule.

Task 5.0 Deliverables

- *Bid and Specifications Document submitted at 90%, and 100% Construction Document Submittals,*
- *Structural calculations for the non-Musco light pole footings, fencing footings, and splash pad elements,*
- *Detailed Bid Schedule submitted at 90% and 100% Construction Document Submittals,*
- *Issue for Bid Set to Include:*
    - *2 unbound full size signed and sealed sets of the Final General and Technical Specifications, Special Provisions, Bid Schedule, and Specialty Technical Standards,*
    - *20 bound full size signed and sealed sets of the Final General and Technical Specifications, Special Provisions, Bid Schedule, and Specialty Technical Standards,*
    - *Electronic files of the final Construction Drawings (in AutoCAD 2013 format),*
    - *Electronic files of the Final General and Technical Specifications, Special Provisions, Bid Schedule, and Specialty Technical Standards (in latest version of Microsoft Word).*

TASK 6.0 – BID AND CONSTRUCTION PERIOD SERVICES

Task 6.1 Bid Services

The KHA team will participate in the project's pre-bid conference to address technical questions posed by prospective bidders. The KHA team will provide potential bidders with clarifications to project related questions on the plans and specifications. Responses to each requested clarification will be submitted to the City for distribution to bidders.

The KHA team will review substitutions (approved equals) if requested and forward the request to the City with recommendations. It shall be the responsibility of the City to make the final decision in regard to all substitutions.

A total of 40 hours is assumed for this task. Any additional effort will be considered additional services.

Task 6.1 Deliverables

- *Responses to Requests for Information (RFIs) and Clarifications,*
- *Addenda (up to two).*

Task 6.1 Meetings

- *Pre-Bid Conference (1).*

Task 6.2 Construction Services

The KHA team will perform the following tasks related to progress reviews and observations:

- Progress reports shall be provided following each site visit to the City indicating the progress of the project, specific problem areas and state of completion. These reports are for the sole purpose of assisting the City in its management of the construction process (Seven site visits have been budgeted for as part of this task).
- The KHA team shall photograph work during site visits and include photos with each written progress report for the Client's records.
- The KHA team shall review and approve shop drawings, samples and other submissions of the contractor only for conformance with the design concept of the project and for compliance with construction documents.
- The KHA team shall review and provide a response to RFI's submitted by the contractor.
- The KHA team will assist the City with the review and recommendation of change orders submitted by the contractor.
- The KHA team will prepare construction changes to the plans as required during construction.
- The City shall have the final decision and approval on all matters related to design and construction. The KHA team shall make recommendations in matters relating to artistic/technical effect. The KHA team will make recommendations to the Client/City to reject work that does not conform to the contract documents and require special inspection or testing when deemed necessary.
- The KHA team's representatives shall have access to the work at all times and shall make periodic visits to the site as scheduled below to become familiar with the progress and to determine if the work is proceeding in general accordance with the contract documents.

A total of 200 hours is assumed for this task. Any additional effort will be considered additional work.

Task 6.2 Deliverables

- *Construction Observation Reports and site visits,*
- *Shop Drawing reviews,*
- *RFI review and response,*
- *Assistance related to review and recommendation of change orders,*
- *Construction changes,*
- *Samples and submittals reviews,*
- *Substitution reviews.*

Task 6.2 Meetings

- *Site Visit #1: Monthly Site Visit,*

- *Site Visit #2: Monthly Site Visit,*
- *Site Visit #3: Monthly Site Visit,*
- *Site Visit #4: Monthly Site Visit,*
- *Site Visit #5: Monthly Site Visit,*
- *Site Visit #6: Preliminary Punch List Review,*
- *Site Visit #7: Final Review.*

TASK 7.0 – RECORD DOCUMENTS

The KHA team will revise the approved design plans for the project, based upon field changes and revisions as provided by the contractor's field superintendent and approved by the City inspector. Plans shall be processed with the City of Brawley.

Task 7.0 Deliverables

- *Mylar Set of Record Drawings (1),*
- *Electronic Files (on computer disc) for Construction Drawings (AutoCAD 2013),*

TASK 8.0 PROJECT MANAGEMENT ASSISTANCE

Task 8.1 Prop 84 Grant Management Assistance

KHA will assist the City in preparing the required State reporting documents associated with the Prop 84 Grant. The following preliminary documents will be prepared by KHA and submitted to the City project manager for review and submittal to the State:

- Six month project status reports during the pre-construction and construction phases of the project,
- Pre-construction reimbursement payment requests (up to five),
- Construction reimbursement payment requests (up to five),
- Project completion packet and final payment request

This task assumes the City will prepare and submit any required labor compliance or scope change requests to the State.

Task 8.2 Public Artwork Coordination

KHA will assist the City in coordinating the public artwork component of the project. Correspondence with City staff, the City of Brawley School District, and artists associated with this element of the park will be included in this task.

A total of 20 hours is assumed for this task. Any additional effort will be considered additional work.

Kimley-Horn
and Associates, Inc.

TASK 9.0 OPTIONAL SERVICES

Task 9.1 Web-Based Survey

KHA will create a bi-lingual web-based survey for the project in conjunction with the first public workshop. It is assumed the web-based survey will be linked to the City of Brawley website and will be advertised by the City.

Task 9.2 3-D Visual Rendering

KHA will create one (1) 3-D Sketch-up model for the project to include the proposed park elements following the 30% City review. The Sketch-up model will be used to generate views from various vantage points within the park to illustrate the proposed park elements and depict how park users will interact with the proposed renovations.

Fee Schedule

Kimley-Horn and Associates, Inc.

TASK/HOUR BREAKDOWN
CITY OF BRAWLEY, CALIFORNIA
ALYCE GEREAUX PARK

TASK		DESCRIPTION	Shts	PROJECT / TASK MANAGER $188 per hour		PROJECT ENGINEER / ARCHITECT $137 per hour		DESIGN ANALYST $100 per hour		DESIGNER $150 per hour		ADMIN SUPPORT $98 per hour		SUBCONSULTANTS		TOTAL	
				Hours	$	Hours	$	Hours	$	Hours	$	Hours	$			Hours	$
1.0		**Project Design Coordination and Meetings**															
	1.1	Project Kickoff Meeting		12	$2,256	6	$822		$0		$0		$0			18	$ 3,078.00
	1.2	Project Team Meetings		48	$9,024	48	$6,576		$0		$0		$0			96	$ 15,600.00
	1.3	Monthly Progress Reports		4	$752	8	$1,096		$0		$0	8	$784			20	$ 2,632.00
	1.4	Utility Coordination		2	$376	4	$548		$0		$0		$0	$4,000		6	$ 4,924.00
	1.5	Field Review and Comment Resolution Meetings		4	$752	4	$548		$0		$0		$0			8	$ 1,300.00
	1.6	Maintain Project Schedule and Budget		8	$1,504	4	$548		$0		$0	12	$1,176			24	$ 3,228.00
	1.7	Presentations to City Staff and City Council		16	$3,008	16	$2,192		$0		$0		$0			32	$ 5,200.00
		Subtotal															$35,962
2.0		**Data Collection**															
	2.1	Topographical Survey		1	$188	2	$274	4	$400		$0		$0	$5,400		7	$ 6,262.00
	2.2	Geotechnical Engineering Investigation		2	$376	2	$274		$0		$0		$0	$14,900		4	$ 15,550.00
	2.3	Document Review/Data Collection		2	$376	4	$548	4	$400		$0		$0			10	$ 1,324.00
	2.3	Site Visit		6	$1,128	6	$822	12	$1,200		$0		$0			24	$ 3,150.00
		Subtotal															$26,286
3.0		**Concept Development**															
	3.1	Public Meeting #1 - Pre-Design		8	$1,504	8	$1,096	8	$800		$0		$0			24	$ 3,400.00
	3.2	Conceptual Design Plans		8	$1,504	4	$548	24	$2,400		$0	2	$196			38	$ 4,648.00
	3.3	Public Meeting #2 - Conceptual Design Alternatives		8	$1,504	8	$1,096	8	$800		$0		$0			24	$ 3,400.00
	3.4	Design Engineering Study		8	$1,504	8	$1,096		$0		$0	8	$784			24	$ 3,384.00
		Final Concept Plan		8	$1,504	4	$548	24	$2,400		$0		$0			36	$ 4,452.00
		Preliminary Grading and Drainage Plan		2	$376	4	$548	16	$1,600	4	$600		$0			26	$ 3,124.00
		Preliminary Utility Plan		2	$376	4	$548	12	$1,200		$0		$0			18	$ 2,124.00
		Preliminary Splash Pad Plan		1	$188	1	$137		$0		$0		$0			2	$ 325.00
		Materials and Equipment Alternatives		8	$1,504	2	$274	24	$2,400		$0		$0			34	$ 4,178.00
	3.5	Preliminary Opinion of Probable Construction Costs (OPCC)		4	$752	4	$548	16	$1,600		$0		$0			24	$ 2,900.00
		Design Engineering Study QCQA		6	$1,128		$0		$0		$0		$0			6	$ 1,128.00
		Subtotal															$33,663
4.0		**Final Improvement Plans and Reports**															
	4.1	Final Improvement Plans			$0		$0		$0		$0		$0			0	$ -
	4.1.1	Civil Engineering Plans															
		Title Sheet			$0	1	$137	4	$400		$0		$0			5	$ 537.00
		General Notes		1	$188	2	$274	4	$400		$0		$0			7	$ 862.00
		Index Map		1	$188	2	$274	8	$800		$0		$0			11	$ 1,262.00
		Construction Details Sheets		4	$752	8	$1,096	32	$3,200		$0		$0			44	$ 5,048.00
		Demolition and Rough Grading Plans		2	$376	6	$822	24	$2,400		$0		$0			32	$ 3,598.00
		Grading Plans		8	$1,128	24	$3,288	64	$6,400	32	$4,800		$0			126	$ 15,616.00
		Erosion Control Plans		1	$188	2	$274	16	$1,600		$0		$0			19	$ 2,062.00
		Storm Drain Improvement Plan and Profile Sheets		2	$376	8	$1,096	24	$2,400	4	$600		$0			38	$ 4,472.00
		Site Plan Sheets		1	$188	4	$548	8	$800		$0		$0			13	$ 1,536.00
		Earthwork Quantities		1	$188	4	$548	4	$400	8	$1,200		$0			17	$ 2,336.00
		Water and Sewer Improvement Plans		1	$188	4	$548	24	$2,400		$0		$0			29	$ 3,136.00
	4.1.2	Structural Engineering Plans		12	$2,256	16	$2,192	32	$3,200		$0		$0			60	$ 7,648.00
	4.1.3	Landscape Architectural Plans														0	
		Site Amenities Plan		8	$1,504		$0	40	$4,000		$0		$0			48	$ 5,504.00
		Site Amenities Details		8	$1,504		$0	48	$4,800		$0		$0			56	$ 6,304.00
		Landscape Plans		6	$1,128		$0	40	$4,000		$0		$0			46	$ 5,128.00
		Landscape Details		2	$376		$0	16	$1,600		$0		$0			18	$ 1,976.00
		Irrigation Plans		4	$752		$0	32	$3,200		$0		$0			36	$ 3,952.00
		Irrigation Details		2	$376		$0	16	$1,600		$0		$0			18	$ 1,976.00
		Soil Management Plans		4	$752		$0	8	$800		$0		$0			12	$ 1,552.00
	4.1.4	Lighting, Security, and Electrical Plans		2	$376	6	$822		$0		$0		$0	$22,000		8	$ 23,198.00
	4.1.5	Splash Pad Plans		2	$376	4	$548		$0		$0		$0	$49,000		6	$ 49,924.00
	4.1.6	Architectural Building and Shade Structure Plans		1	$188	2	$274		$0		$0		$0	$7,500		3	$ 7,962.00
	4.2	SWPPP		2	$376	12	$1,644	48	$4,800		$0		$0			62	$ 6,820.00
	4.3	Opinion of Probable Construction Costs		8	$1,504	8	$1,096	32	$3,200		$0	2	$196			50	$ 5,996.00
		90% Plans QCQA		24	$4,512		$0		$0		$0		$0			24	$ 4,512.00
		100% Plans QCQA		24	$4,512		$0		$0		$0		$0			24	$ 4,512.00
		Final Plans Submittal		8	$1,504	8	$1,096	8	$800		$0	4	$392			28	$ 3,792.00
	4.4	Aerial Site Plan		4	$752	2	$274	12	$1,200		$0		$0			18	$ 2,226.00
		Subtotal															$183,447

TASK		DESCRIPTION	Shts	PROJECT / TASK MANAGER $188 per hour		PROJECT ENGINEER / ARCHITECT $137 per hour		DESIGN ANALYST $100 per hour		DESIGNER $150 per hour		ADMIN SUPPORT $98 per hour		SUBCONSULTANTS		TOTAL	
				Hours	$	Hours	$	Hours	$	Hours	$	Hours	$			Hours	$
5.0		**Specifications and Bid Document Preparation**															
	5.1	Specifications		8	$1,504	24	$3,288	4	$400		$0		$0			36	$ 5,192.00
	5.2	Bid Document Preparation and Coordination			$0	8	$1,096	8	$800		$0	2	$196			18	$ 2,092.00
		90% Specifications QCQA		12	$2,256		$0		$0		$0	2	$196			14	$ 2,452.00
		100% Bid Documents QCQA		8	$1,504		$0		$0		$0	2	$196			10	$ 1,700.00
		Subtotal															**$11,436**
6.0		**Bid and Construction Period Services**															
	6.1	Bid Services		10	$1,880	12	$1,644	8	$800		$0		$0			30	$ 4,324.00
	6.2	Construction Services		40	$7,520	40	$5,480	48	$4,800		$0		$0			128	$ 17,800.00
		Subtotal															**$22,124**
7.0		**Record Documents**															
		Record Documents Preparation and coordination			$0	4	$548	24	$2,400		$0		$0			28	$ 2,948.00
		Record Documents QCQA		2	$376	4	$548		$0		$0		$0			6	$ 924.00
		Subtotal															**$3,872**
8.0		**Project Management Assistance**															
	8.1	Prop 84 Grant Management Assistance		8	$1,504	12	$1,644		$0		$0		$0			20	$ 3,148.00
	8.2	Public Artwork Coordination		12	$2,256	8	$1,096		$0		$0		$0			20	$ 3,352.00
		Subtotal															**$6,500**
		Reimbursables															**$ 14,000.00**
CONTRACT TOTAL = Tasks 1-8 + Reimbursables																	**$ 336,690.00**
9.0		**Optional Services**															
	9.1	Project Website and Web-Based Survey		1	$188	2	$274	30	$3,000		$0		$0			33	$ 3,462.00
	9.2	3D Visual Rendering		2	$376		$0	100	$10,000		$0		$0			102	$ 10,375.00
		Subtotal															**$13,838**
TOTAL = Kimley-Horn and Associates, Inc.			0	412	$77,456	388	$53,156	918	$91,800	48	$7,200	42	$4,116	$0	$102,800	1,384	$ 350,528.00

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

5.1 Maximum Fee. The maximum fee under this Contract is Three Hundred Thirty Six Thousand Six Hundred Ninety ($336,690.00) Dollars without prior express written consent of City. In the event that consultant anticipates the need for services in excess of the amount, the City shall be notified immediately in writing. Details of the Fee Proposal are included as part of Exhibit C.

5.2 Extra Work. Consultant shall not perform extra work of any kind without prior express written consent of City.

5.3 Direct Labor Expenses. The actual hourly rate for the employees' labor classification by the hours expended for the accomplishment of the work.

5.4 Direct Non Labor Expenses. Shall only be those that directly result from or are needed to facilitate, the accomplishment of direct labor expenses. Direct Non-Labor Expenses shall include the following, so long as such costs are reasonable and identifiable costs directly applicable to the Work.

5.4.1 Testing expenses, such as survey, and specialty sub-Consultants.

5.4.2 Communication expenses, such as telephone, fax, express mail charges and postage;

5.4.3 Reproduction costs, such as printing, copying and binding and:

5.5 Travel and subsistence costs, such as airfare, mileage, meals, and accommodations

6.0 **Payment**

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

6.1 Compensation. Monthly progress payments shall be billed and based on the actual percentage of work completed. The progress of the work and payment due shall be recorded on a Progress Payment Form, appearance of which will be approved by City. Percent completion justification shall be part of monthly invoice. See Exhibit B for a sample of a typical invoice.

7.0 **Records and Audits**

7.1 Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City.

7.2 Audit. City may perform an audit of the costs of any given Work Order. City shall not have access to Consultant's composition of fixed overhead rates or lump sums, the financial make up of payroll burdens or to any costs expressed as a percentage of direct labor costs.

7.3 Document Retention. Consultant shall maintain all above documents and records, which demonstrate performance under this Contract for a minimum of three years, or for any longer period required by law, from the date of termination or completion of this Contract.

8.0 **Control of Work**.

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

9.0 **Ownership of Documents**

9.1 Documents. Original project documents, including reproducible record prints of drawings, calculations, estimates, designs, specifications, field notes and data prepared in the course of performing the Work shall become the

property of City. All final reports including reconnaissance reports, pre-feasibility reports and feasibility reports shall be the property of City. Consultant may retain copies of said documents and reports.

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

10.0 Duties of Consultant

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

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

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

11.0 Suspension

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

12.0 Termination

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

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

within 10 days after City has delivered written notice to Consultant; then, City, upon 7 days' prior written notice to Consultant, immediately may terminate this Contract for cause.

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

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

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

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

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

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

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

12.3.4 Take such other actions as City may reasonably direct.

13.0 Insurance

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

13.1 Commercial General Liability Insurance. Commercial General Liability coverage shall be provided on an occurrence form or equivalent. Claims made or modified occurrence forms will not be accepted. Total limits for all coverages shall be no less than $1,000,000 per occurrence and $3,000,000 general aggregate.

13.2 Business Auto Liability Insurance. Business auto coverage written on an ISO Business Auto Coverage form including symbol 1 (Any Auto). Limits shall be no less than $1,000,000 per accident.

13.3 Workers' Compensation. Workers' Compensation coverage providing workers' compensation statutory benefits as required by law. (This provision shall not apply if Consultant has no employees performing work under this Agreement, however, in such case Consultant must sign the "Certificate of Exemption from Workers Compensation Insurance" included below.)

13.4 Professional Liability Insurance – Professional liability (Errors and Omissions) coverage shall be maintained with policy limits of not less than $1,000,000 effective during the pendency of the work which is the subject of this Contract and covering claims made not less than one year following completion of work.

14.0 Indemnification

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

15.0 Relationship of Parties

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

16.0 Assignment and Subcontracting

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

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

17.0 Laws and Regulations

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

18.0 Force Majeure

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

19.0 Attorneys' Fees

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

the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief it seeks.

20.0 Governing Law and Venue

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

21.0 Integration

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

22.0 Authorized Representatives and Notices

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

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

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

TO: Kimley-Horn and Associates, Inc.
Matt Capuzzi, P.E.
401 B Street, Suite 600
San Diego, CA 92101
Phone: (619) 744-0122
Fax: (619) 234-9433
E-mail: matt.capuzzi@kimley-horn.com

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

23.0 Waiver

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

24.0 Survival of Obligations and Liabilities

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

25.0 Severability

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

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

Dated:_____, 2013.

CITY OF BRAWLEY

By:_____
Rosanna B. Moore, City Manager

ATTEST:

By:_____
Alma Benavides, City Clerk

Dated:_____, 2013.

CONSULTANT

By:_____
Matthew Capuzzi, P.E.

CITY OF BRAWLEY

EXHIBIT A
SCOPE OF SERVICES

CONSULTING SERVICES CONTRACT

PROFESSIONAL SERVICES
FOR
PREPARATION OF BIDDING DOCUMENTS AND SUPPORT SERVICES
FOR
ALYCE GEREAUX PARK RENOVATION PROJECT

Consultant: Kimley-Horn and Associates, Inc.

1.0 General Scope of Work

The General Scope of Work is for Consultant to provide Professional Services for Preparation of Bidding Documents and Support Services for Alyce Gereaux Park Renovation Project.

2.0 Specific Scope of Work

2.1 Details of Scope of work are contained in the Proposal for Professional Services for Preparation of Bidding Documents and Support Services for Alyce Gereaux Park Renovation Project attached herewith as Exhibit C and by this reference made a part hereof.

EXHIBIT B

Typical Monthly Invoice

Consultant's Letterhead

City of Brawley

Project Title: Professional Services for Preparation of Bidding Documents and Support Services for Alyce Gereaux Park Renovation Project.

Services from: (Date) to (Date)

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

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

Attach backup information, if applicable.

COUNCIL AGENDA REPORT
City of Brawley

MEETING DATE: June 18, 2013
CITY MANAGER:

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

PRESENTED BY: Guillermo Sillas, Associate Civil Engineer

SUBJECT: Agreement with Psomas for the Preparation of the City of Brawley ADA Transition Plan Phase I

CITY MANAGER RECOMMENDATION: Authorize Agreement with Psomas in the amount of $50,000 for preparation of the City of Brawley ADA Transition Plan Phase I and authorize City Manager to execute all documentation in relation to this project.

DISCUSSION: 49 CFR, Part 27 requires local agencies as part of receiving federal financial assistance to:

1. Evaluate their current policies and practices to ensure nondiscrimination on the basis of disability in the design, construction, and maintenance of transportation and pedestrian facilities, buildings, and other facilities within their respective jurisdictions.

2. Identify deficiencies and remedies to correct deficiencies.

3. Develop a transition plan or schedule that includes milestones or measures of achievement.

4. Develop a system for periodically reviewing and updating the evaluation and transition plan.

As part of receiving federal financial assistance, each local agency shall designate an ADA Coordinator, who coordinates the efforts of the administering agency to comply with 49 CFR, Part 27.

A local agency that employs fifteen (15) or more persons and is receiving federal financial assistance is required to adopt procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging discrimination on basis of disability.

State and local governments, regardless of whether they receive federal financial assistance, are required to comply with the Federal ADA Accessibility Guidelines (ADAAG), Title 24, or local code, whichever provides the greatest access. Private-funded improvements are required to comply with the ADAAG and with Title 24, whichever code offers the greatest access or protections to individuals with disabilities.

Utilizing the City's on-call list, the City received a proposal from Psomas in the amount of $50,000 to perform a Phase I ADA Transition Plan. Said plan will update the City's current plan that was developed in the early 1990's. This phase of the plan will encompass the following facilities:

Buildings and Parks

- Administration Building (383 Main St.)
- Finance / Planning & Library (400 Main St.)
- Senior Center (575 J St.)
- Elk's Youth Building (105 A St.)
- Lions Center/Pool/Teen Center (225 A St.)
- Police Station / EOC (351 Main St.)

Street Segments

- Two (2) blocks – Major / Arterial Streets
- Two (2) blocks – Secondary Arterial Streets
- Two (2) blocks – Collector Streets

Contingent upon future funding, the City will complete the ADA Transition Plan to encompass all City facilities and streets through subsequent phases.

FISCAL IMPACT: $50,000 – Fiscal Year 12/13 Budget, Engineering Professional Services

ATTACHMENTS: Agreement
Current ADA Transition Plan

CITY OF BRAWLEY
CONSULTING SERVICES CONTRACT
PROFESSIONAL SERVICES
FOR
ADA TRANSITION PLAN PHASE I

1.0 **The Parties.** This Contract is made by and between the City of Brawley ("City") and Psomas ("Consultant").

2.0 **Paragraph Headings and Definitions**. Paragraph headings in this Contract are for convenience only, and are not to be construed to define, limit, expand, interpret, or amplify the provisions of this Contract. When initially capitalized in this Contract or amendments hereto, the following words or phrases shall have the meanings specified:

2.1 Best Efforts. Those efforts that a competent, experienced, and prudent Consultant would use to perform and complete the requirements of this Contract in a timely manner, exercising the degree of care, competence, and prudence customarily imposed on a Consultant performing similar work in the State of California.

2.2 Contract. This Contract, including all referenced documents, between City and Consultant for the performance of the Work, and any subsequent written modifications or amendments executed by City and Consultant.

2.3 Consultant. The legal entity that executes this Contract with City to perform the Work.

2.4 Force Majeure. An act of God, or event beyond the control of a party, including an act or omission of government, act or omission of civil or military authority, strike or lockout, act of a public enemy, war, blockade, insurrection, riot, epidemic, landslide, earthquake, fire, storm, lightning, flood, washout, or civil disturbance which could not have been avoided through the exercise of reasonable care and prudence.

2.5 Contract Manager. The title of the person designated by City to be its representative with authority to act for City regarding this Contract and the Work of Consultant.

2.6 Work. All or a part or phase of the obligations undertaken by Consultant pursuant to the Contract.

3.0 **Time of Contract**. Consultant shall perform the services required under this Contract within 90 calendar days from the date of the Contract.

4.0 **Scope of Work**. City hereby retains and engages Consultant, and Consultant accepts such engagement to provide Professional Services for the City of Brawley ADA Transition Plan Phase I which includes the following:

4.1 Details of Scope of work are contained in the Proposal for Professional Services, dated May 24, 2013, attached herewith as Exhibit C and by this reference made a part hereof and are here referenced below.

4.1.1 Obtain information from the City including a description of all existing and proposed department programs, services and activities, existing survey data, and survey software compatibility with City data network configuration.

4.1.2 Review all City programs to determine if complete accessibility to persons with disabilities is available.

4.1.3 Initial programming meeting with City staff.

4.1.4 Review the City website and promotional literature and provide written recommendations regarding possible improvements regarding the descriptions of facilities and features at each City facility, including the level of accessibility of each feature based upon a standardized set of evaluation criteria.

4.1.5 Evaluate the City Complaint Resolution process, including past performance.

4.1.6 Evaluate the City communications systems, including emergency communications and sign language interpreters.

4.1.7 Evaluate the City's emergency evacuation procedures for City Hall and corresponding risk management issues and provide written recommendations regarding possible modifications for emergency evacuation of individuals with disabilities.

4.1.8 Conduct evaluations of current and proposed written agreements (e.g., property leases, construction contracts) and policy to ensure that all City contractors and tenants comply with the applicable accessibility requirements.

4.1.9 Perform a compliance survey and prepare a cost estimate for the following facilities, limited to the following for the Phase I.

Buildings and Parks

- Administration Building (383 Main St.)
- Finance / Planning & Library (400 Main St.)
- Senior Center (575 J St.)
- Elk's Youth Building (105 A St.)
- Lions Center/Pool/Teen Center (225 A St.)
- Police Station / EOC (351 Main St.)

Street Segments

- Two (2) blocks – Major / Arterial Streets
- Two (2) blocks – Secondary Arterial Streets
- Two (2) blocks – Collector Streets

4.1.10 Prepare a draft Self Evaluation and Transition Plan documents. The final Self Evaluation and Transition Plan documents will be prepared and issued by the City.

4.1.11 Conduct a Transition Plan Session to obtain agreement from City representatives regarding the draft Transition Plan and substantive changes to the draft document.

4.1.12 Psomas will attend up to three (3) meetings with City Staff.

See Exhibit C attached for full details.

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

5.1 Maximum Fee. The maximum fee under this Contract is Fifty Thousand ($50,000.00) Dollars without prior express written consent of City. In the event that consultant anticipates the need for services in excess of the amount, the City shall be notified immediately in writing. Details of the Fee Proposal are included as part of Exhibit C.

5.2 Extra Work. Consultant shall not perform extra work of any kind without prior express written consent of City.

5.3 Direct Labor Expenses. The actual hourly rate for the employees' labor classification by the hours expended for the accomplishment of the work.

5.4 Direct Non Labor Expenses. Shall only be those that directly result from or are needed to facilitate, the accomplishment of direct labor expenses. Direct Non-Labor Expenses shall include the following, so long as such costs are reasonable and identifiable costs directly applicable to the Work.

5.4.1 Testing expenses, such as survey, and specialty sub-Consultants.

5.4.2 Communication expenses, such as telephone, fax, express mail charges and postage;

5.4.3 Reproduction costs, such as printing, copying and binding and:

5.5 Travel and subsistence costs, such as airfare, mileage, meals, and accommodations

6.0 **Payment**

City shall pay consultant for Services rendered by consultant hereunder on the basis of monthly invoices for the period ending on the final day of the month. City shall pay each invoice within 30 days after receipt. Invoices shall include,

project description, the description and breakdown of costs, the month such costs were incurred, total expenses billed to date, invoice number and invoice date. All invoices shall be sent to City. Attention: Yazmin Arellano. See Section 22.2, "Notice and Communications".

6.1 Compensation. Monthly progress payments shall be billed and based on the actual percentage of work completed. The progress of the work and payment due shall be recorded on a Progress Payment Form, appearance of which will be approved by City. Percent completion justification shall be part of monthly invoice. See Exhibit B for a sample of a typical invoice.

7.0 Records and Audits

7.1 Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City.

7.2 Audit. City may perform an audit of the costs of any given Work Order. City shall not have access to Consultant's composition of fixed overhead rates or lump sums, the financial make up of payroll burdensorto any costs expressed as a percentage of direct labor costs.

7.3 Document Retention. Consultant shall maintain all above documents and records, which demonstrate performance under this Contract for a minimum of three years, or for any longer period required by law, from the date of termination or completion of this Contract.

8.0 Control of Work.

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

9.0 Ownership of Documents

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

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

10.0 Duties of Consultant

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

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

10.3 Correction of Improper Services. Consultant shall perform or correct any portions of the work not performed in accordance with the standard of care specified herein, provided that Consultant is

notified in writing of nonconformity within a reasonable time after discovery by City of the nonconforming service. Consultant shall perform the remedial services at no additional cost to the City.

11.0 Suspension

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

12.0 Termination

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

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

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

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

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

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

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

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

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

12.3.4 Take such other actions as City may reasonably direct.

13.0 Insurance

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

13.1 Commercial General Liability Insurance. Commercial General Liability coverage provided on an occurrence form or equivalent. No claims made or modified occurrence forms will not be accepted. Total limits for all coverages shall be no less than $1,000,000 per occurrence and general aggregate.

13.2 Business Auto Liability Insurance. Business auto coverage written on an ISO Business Auto Coverage form including symbol 1 (Any Auto). Limits shall be no less than $1,000,000 per accident.

13.3 Workers' Compensation. Workers' Compensation coverage providing workers' compensation statutory benefits as required by law. (This provision shall not apply if Consultant has no employees performing work under this Agreement, however, in such case Consultant must sign the "Certificate of Exemption from Workers Compensation Insurance" included below.)

13.4 Professional Liability Insurance – Professional liability (Errors and Omissions) coverage shall be maintained with policy limits of not less than $1,000,000 effective during the pendency of the work which is the subject of this Contract and covering claims made not less than one year following completion of work.

14.0 Indemnification

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

15.0 Relationship of Parties

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

16.0 Assignment and Subcontracting

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

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

17.0 Laws and Regulations

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

18.0 Force Majeure

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

19.0 Attorneys' Fees

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

20.0 Governing Law and Venue

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

21.0 Integration

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

22.0 Authorized Representatives and Notices

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

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

TO:	City of Brawley Yazmin Arellano, Public Works Director 180 South Western Avenue Brawley, CA 92227 Phone: (760) 344-5800 Ext. 19 Fax: (760) 344-5612 E-mail: yarellano@brawley-ca.gov	**TO:**	Psomas Augie Chang 4455 Murphy Canyon Road, Ste 200 San Diego, CA 92123 Phone: (858) 576-9200 Fax: (858)565-1738 E-mail: achang@psomas.com

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

23.0 Waiver

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

24.0 Survival of Obligations and Liabilities

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

25.0 Severability

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

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

Dated:_____, 2013.

CITY OF BRAWLEY

By:_____
Rosanna B. Moore, City Manager

ATTEST:

By:_____
Alma Benavides, City Clerk

Dated:_____, 2013.

CONSULTANT

By:_____
Augie Chang, Vice President

CITY OF BRAWLEY

EXHIBIT A
SCOPE OF SERVICES

CONSULTING SERVICES CONTRACT
PROFESSIONAL SERVICES FOR
ADA TRANSITION PLAN PHASE I

Consultant: PSOMAS
Date: May 24, 2013

1.0 General Scope of Work

The General Scope of Work is for Consultant to provide Professional Services for the City of Brawley ADA Transition Plan Phase I.

2.0 Specific Scope of Work

2.1 Details of Scope of work are contained in the Proposal for Professional Services for the City of Brawley ADA Transition Plan Phase I, dated May 24, 2013, attached herewith as Exhibit C and by this reference made a part hereof.

EXHIBIT B

Typical Monthly Invoice

Consultant's Letterhead

City of Brawley

Project Title: Professional Services for the City of Brawley ADA Transition Plan Phase I

Project No: _____

Services from: (Date) to (Date)

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

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

Attach backup information, if applicable.

CITY OF BRAWLEY ADA TRANSITION PLAN

PHASE 1

SCOPE OF WORK

May 24, 2013

Project Overview

Psomas will prepare the ADA Transition Plan guidelines and methodology with this initial phase of the work and will initiate limited field surveys.

The ultimate completion of the ADA Transition Plan is based upon the following criteria and items of work:

- Surveys for Buildings and Parks

  Conduct a Site Evaluation Survey (SES) of designated building and park facilities. This portion of the SES shall, unless otherwise excepted herein, compare the Designated Features (as that term is defined herein below) found in the portions of each Facility that are open to the general public with: (i) the latest New Construction requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and (ii) the currently enforceable New Construction provisions of the 2010 California Building Code (CBC) that exclusively, solely, and unambiguously address disabled access issues. Please also see notes under "Project Approach" below.

- Survey for Curbs:

  Places where pedestrian ways intersect streets at intersection shall be measured pursuant to curb ramp standards agreed upon by the City and Consultant. If no ramp exists and one is needed per ADAAG, it shall be noted as such. Likewise, if a ramp exists and it does not meet current ADAAG requirements, it shall also be noted as such.

- Perform a citywide evaluation of all sidewalks and walkways in the public right-of-way to determine which portions are **not** in compliance with ADAAG requirements.

- Prepare a draft Transition Plan for the City pursuant to the requirements of Title II of the ADA.

A Self Evaluation and Transition Plan was prepared by the City of Brawley in the early 1990's. The completion of this Transition Plan, prepared to current day standards, will update and replace the original Transition Plans.

Project Approach

As our general guide, we propose to pattern our services after the *Americans with Disabilities Act Title II Self-Evaluation Guide*, published by the State of California Department of Rehabilitation. This document is widely accepted within the state and includes guidance on performing Self Evaluations, the preparation of a Transition Plan, and proper Grievance Procedures. We welcome the involvement of City staff in the evaluation of the processes and procedures described in this document in determining the final approach to be used.

The ADA is one of the primary statutes that must be incorporated in the survey of the various City facilities. ADAAG, the technical criteria of the ADA, and the California Building Code (CBC) would be particularly suitable to parking areas and structures, but would not be the appropriate technical criteria for the City's recreational facilities. Other technical criteria provide excellent guidance for these components, including the Notice of Proposed Rulemaking (NPRM) for the *Americans with Disabilities Act Accessibility Guidelines; Recreation Facilities* issued by the U.S. Access Board and the *Access to Parks Guidelines* by the State of California Department of Parks and Recreation. Both guidelines recognize the unique characteristics of recreational facilities and the difficulty of applying traditional accessibility requirements found in ADAAG and CBC. Additionally, ADAAG and the CBC contain several dimensional criteria differences; where different, we propose using the more stringent standard.

There are currently no state- or federally-adopted standards for accessibility in developed outdoor areas. Therefore, there are no commonly-adopted technical criteria for developed outdoor facilities, even though the ADA clearly states that access to all City programs is required. We recommend detailed discussions with City representatives before electing to use any specific criteria for outdoor recreational facilities.

Scope of Work

General

- Obtain information from the City, including a description of all existing and proposed department programs, services and activities, existing survey data, and survey software compatibility with City data network configuration. City-sponsored programs will not be reviewed as part of our scope of services.
- Review all City programs to determine if complete accessibility to persons with disabilities is available. For purposes of this proposal, the City programs that will be reviewed will include the following for this **Phase 1**:
  - Administrative Services (City Clerk, City Manager, Finance, Personnel)
  - Emergency Services
  - Community Services (Parks, Recreation, Senior Services)
  - Community Development (Planning, Building, Code Enforcement)

PSOMAS

- Works & Engineering
- Police
- Fire

- Initial programming meeting with City staff. At this meeting, we propose to establish the project strategy, review the project schedule, confirm the survey criteria (including prioritization for barrier removal and use of proposed state/federal guidelines), discuss alternate evaluation criteria, review the proposed approach, and share our experience in similar endeavors.
- Review the City website and promotional literature and provide written recommendations about possible improvements regarding the descriptions of facilities and features at each City facility, including the level of accessibility of each feature based upon a standardized set of evaluation criteria. Review will also explore the possibility of providing accessibility information via alternative formats. Evaluate if any City-written and AV material consistently portrays people with disabilities in a positive manner.
- Evaluate the City Complaint Resolution process, including past performance. Provide written recommendations regarding City policies and process.
- Evaluate the City communications systems, including emergency communications and sign language interpreters. Provide written recommendations regarding City policies, procedures, and equipment, and assist the City in obtaining necessary services.
- Evaluate the City's emergency evacuation procedures for City Hall and corresponding risk management issues and provide written recommendations regarding possible modifications for emergency evacuation of individuals with disabilities.
- Conduct evaluations of current and proposed written agreements (e.g., property leases, construction contracts) and policy to ensure that all City contractors and tenants comply with the applicable accessibility requirements.
- Perform a compliance survey and prepare a cost estimate for the following facilities, limited to the following for this **Phase 1**:

  Buildings and Parks

  - Administration. Building – 383 Main Street
  - Finance & Planning/ Library – 400 Main Street
  - Senior Center – 575 J Street
  - Elk's Youth Center – 105 A Street
  - Lions Center/Pool/Teen Center – 225 A Street
  - Police Station & EOC – 351 Main Street

  We will initiate field surveys for this Phase 1 of representative street classifications as listed below, and based on the prioritization of said streets, or as mutually-agreed upon with City staff. These street segments will include:

PSOMAS

- Two (2) block - Major/Arterial Street
- Two (2) block - Secondary Arterial Street
- Two (2) block - Collector Street

The actual streets segments to be surveyed will be discussed and agreed upon with the City staff.

- The remainder of the inventory of facilities to be surveyed will be established and prioritized when additional funding becomes available for Phase 2.

Survey of representative streets will include:

Curb Ramps

Perform a compliance survey and prepare a cost estimate for the selected intersection ramps:

- Major arterial intersections to be identified will receive first priority.
- Representative residential street intersections to be identified. Psomas will work with the City to determine a priority list for the residential neighborhoods prior to survey.

The cost estimate will be based upon a generic unit cost for each ramp that is non-compliant.

The field review will involve the use of a digital level to determine existing slopes and a tape measure to determine distance requirements.

This work will involve reviewing the following criteria for each ramp.

- Slope of Ramp (Y) < 8.4%
- Slope of Gutter (G) < 13%
- Width at bottom of ramp/Opening (O) > 48"
- Slope of wing on side of ramp (X) < 10%
- Landing at top of ramp (L) < 2%
- Must have grooves at edges of ramp
- A lip cannot be present where the ramp meets the gutter
- Use of truncated domes

In addition, a photograph of each ramp will be taken.

Sidewalks and Driveways

Perform a compliance survey and prepare a cost estimate for selected arterial sidewalks within the public right of way.

This work will involve reviewing the following criteria for each ramp.

- Sidewalk
  - Crossfall < 2% – This will be surveyed by taking a cross fall measurement with the digital level for approximately three (3) locations within each block.
  - Width of sidewalk at obstruction > 36" – This will be reviewed by a drive by and if there appears to be an area of non-compliance a measurement will be taken.
- Driveways
  - Path of Travel > 48" at top of driveway – This will be reviewed by a drive by and if there appears to be an area of non-compliance a measurement will be taken.

A photograph will be taken at each non-compliant location for sidewalks and driveways.

- Prepare Transition Plan
  - Prepare draft Self Evaluation and Transition Plan documents. The final Self Evaluation and Transition Plan documents will be prepared and issued by the City.
  - Conduct a Transition Plan Session to obtain agreement from City representatives regarding the draft Transition Plan and any substantive changes to the draft document. Assist in determining which barriers to program access are best remedied by physical alterations or by programmatic modifications. Assist the City in determining if any proposed modifications represent an Undue Burden or a fundamental alteration to any of the City programs.

Meetings and Coordination

Psomas will attend meetings up to three (3) meetings with City staff. In addition to these meetings, Psomas will also provide coordination with City staff throughout the duration of the project.

Assumptions and Clarifications

- Facilities under the jurisdiction of an HOA are not included.
- The surveys of residential sidewalks are not included.
- The surveys of the curb ramps are limited to the Phase 1 budget.

Fee

We will complete the work described above within the Phase 1 available budget of $50,000.00.

City of Brawley

Self Evaluation
&
Transition Plan

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EXHIBITS

BRAWLEY

Brawley is a desert community located in the south eastern corner of California 30 miles from the Mexican border and 50 miles west of the Arizona border. The area terrain provides a varied and attractive setting. To the east lie dramatic yet desolate sand dunes, to the west a desert mesa. The northern and western mountains provide a rugged and picturesque skyline. Much of the land surrounding the City consists of rich irrigated farmland.

Brawley was established in 1902 despite the claim of U.S. government experts that nothing would grow in the desert area, even with plentiful water. Fortunately this was far from the case. With irrigation water from the Colorado River the desert area has become one of the most productive agricultural areas in the nation with 500,000 acres under cultivation and with markets world wide. Water has made agriculture the number one economic base and is of significant importance to the recreational setting of Brawley.

Brawley is blessed with outstanding natural resources. Primary features include the Salton Sea, the Sand Dunes, the Foothill Horizon, lush agricultural areas, and the relatively unspoiled desert mesa.

Our mild winter climate and the desert environment bring visitors for camping, hunting, and fishing, Recreation vehicles blanket the dunes in pursuit of leisure activities.

Brawley has a population of 22,000 in an area of approximately 4.5 miles. Brawley was incorporated in 1908 and operated as a council/mayor form of government and is a general law city.

Five council members serve at large for four year terms. The City employs approximate 120 full time and over 75 part time employees. Brawley is committed to providing fully accessible programs and facilities for the benefit of all citizens.

OVERVIEW

INTRODUCTION:

The Americans with Disabilities Act of 1990 is a Civil Rights law which is intended to eliminate discrimination against people with disabilities in all aspects of life. This law includes provisions regarding employment, state and local government services and facilities, public accommodations provided by public entities and communications.

The ADA defines "disability" as (1) a physical or mental impairment that substantially limits one or more major life activities; or (2) a record of such an impairment; or (3) being regarded as having such an impairment.

TITLE I: EMPLOYMENT

Prohibits any employer of 25 (15 employees as of July 26, 1994) or more people from discrimination on the basis of disability against a qualified individual with a disability in all aspects of employment.

TITLE IIA: GOVERNMENT SERVICES

Prohibits any municipal agency, or any extension or instrument thereof, from discrimination on the basis of disability in the provision of state or local government services against an individual who, with or without a reasonable accommodation, meets essential eligibility requirements for receipt of that service. Units of local government must conduct a self-analysis to identify discriminatory practices and barriers, and shall remove all barriers by January 26, 1995.

TITLE IIB: PUBLIC TRANSIT

Prohibits municipal agencies which operate public transit systems form discriminating on the basis of disability in the provision of these services. Public transit includes fixed route systems, demand responsible systems, para-transit systems, and rapid rail systems.

TITLE III: PUBLIC ACCOMMODATIONS

Prohibits any private, non-profit or business which provides goods, services, or facilities for the public from discrimination on the basis of disability in provision of those public accommodations. Entities must provide reasonable accommodations for individuals with disabilities who meet essential eligibility requirements for public accommodations provided by that entity.

SELF-ANALYSIS

In order to comply with Title II requirements of the ADA, a self analysis of the City's services, programs and activities, including public facilities and playgrounds, was completed to determine measure necessary to attain program accessibility and compliance with the ADA.

The City of Brawley is responsible for implementing ADA requirements at five city locations which are used for public programs: Lions Recreation Center, Elks Youth Building, Brawley Senior Center, Brawley Public Library, and City Hall, as well as various other public accommodations throughout the City.

The Director of Parks and Recreation has been designated as the

individual responsible for assuring compliance with the ADA. This responsibility extends to all City facilities. All comments suggestions and requests regarding the ADA should be directed to this individual.

TRANSITION PLAN

As a result of the data collected from the self-analysis process, a Transition Plan must be developed. The Transition Plan describes structural modifications necessary to achieve program accessibility and includes a description of any barriers, the method of removal, the cost and time frame for removal. When completed, the City of Brawley ADA Transition Plan will be available for public review in the City Clerk's Office.

ADAAG SPECIFICATIONS

The specifications necessary to meet with Americans With Disabilities Act Accessibility Guidelines (ADAAG) are listed below:

PARKING

* Location: Current law requires that parking spaces must be located on the shortest accessible route to entrance of facility.

* Spaces: Must be at least 96 inches wide

* Signage: Designated parking spaces must be reserved by a standard physically disabled symbol sign in addition to a "van accessible" sign mounted below the standard symbol sign.

* Required Number of Accessible Spaces

Total Parking in Lot	Required Minimum Number of Accessible Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2% of total
1001 & over	20 plus 1 each 100 over 1000

SINKS

Current law requires that sinks must be mounted no higher than 34 inches above the floor. Knee clearance under sinks must be at least 27 inches high, 30 inches wide and 19 inches deep and depth

of the sink must be a maximum of 6 1/2 inches.

Clear floor space must be at least 30" x 40" in front of the sink and exposed pipes and surfaces, such as hot water and drain pipes, must be insulated or otherwise fixed to protect against contact.

In addition, sharp or abrasive objects are prohibited under the sink.

COUNTERS

Counters, in general, must be between 28 to 34 inches above the floor.

ENTRANCES

Doorways must have a minimum clear opening of 32 inches with the door open 90 degrees.

DOOR THRESHOLDS

Thresholds at doorways must not exceed 3/4 inches in height for exterior doors, or 1/2 inch for other types of doors.

ACCESSIBLE ROUTES

At least one accessible route within the boundary of the site must be provided from public transportation stops, parking, passenger loading zones, and public streets or sidewalks to buildings, facilities, elements, and spaces on the same site.

DRINKING FOUNTAINS

When only one drinking fountain exists on each floor of a facility, there must be a drinking fountain accessible to individuals in wheelchairs.

Spouts shall be no higher than 36 inches from the floor or ground, and must be at the front of the unit. Unit controls must be on front or side mounted near the front edge. Wall-and post-mounted units must provide a knee space 27 inches high, 30 inches wide, and 17 to 19 inches in depth.

A clear floor space is required of 30" x 40" that allows a person in a wheelchair to make a parallel approach to the unit if it is a free-standing or built-in unit.

STAIRS

Stairs shall have uniform height and tread widths. Stair treads shall be no less than 11 inches.

RAMPS

Ramps must be installed on accessible routes with a slope greater than 1:20. Ramps must be a minimum width of 36 inches.

TELEPHONE

Phone must be accessible from a wheelchair, with volume control for the hearing impaired and Braille signage.

SIGNAGE

Install proper signs near telephones, restrooms, stairs and hazardous areas.

FIXED SEATING

Adequate seating must be available and have an accessible route.

A full descriptions of the American Disabilities Act requirements are on file in the Parks & Recreation Office, in a Technical Assistance Manual. California Uniform Building Code Requirements are on file with the Building Inspector, at City Hall.

Self Evaluation
Exhibit A

CITY OF BRAWLEY
PROPERTY SCHEDULE FOR
SELF EVALUATION

Facility & Address	Type of use	Year Built	Rehab.
Senior Center 575 J Street	Recreational Nutrition Center	1930 - 1950	1978
Fire Station 815 Main Street	Fire Department	1945	1982
Police Station 351 Main Street	Police Department	1958	1979
Lions Center 225 A Street	Recreational	1967	
Lions Pool 225 A Street	Swimming Pool	1967	1986
Elks Youth Building 105 A Street	Police Athletic League Programs	1950	
Public Works 180 S. Western Avenue	Office/Garage	1974	1992 (Office)
Copper Room Storage Pump House 180 S. Western Avenue	Storage **No public access**	1982	
Filter House 180 S. Western Ave	Water Treatment **No public access**	1930	
Water Chemical 180 S. Western Avenue	Water Treatment **No public access**	1949	
Water Filter House 180 S. Western Ave.	Hardage filters **No public access**	1964	
Dwelling 180 S. Western Ave.	Old house **No public access**	1920	
Sewer Plant Office 5015 Best Road	Wastewater treatment **No public access**	1979	
Sewer Plant 5015 Best Road	Wastewater treatment **No public access**	1988	
City Hall 400 Main Street	Administrative Services Finance/Personnel/Planning/CDBG/CRA/Buildings/ City Manager	1940	1950-1980

Library 400 Main Street	Public Library	1940	1993
Brawley Airport 4651 Best Road	Office	1981	
Airport Hangers	Total of 62 **Rented/No public access**	1950-1981	
Alyce Gereaux 1455 Magnolia	Classrooms **Leased to Elementary school district**		
Water Treatment Facility Cattle Call Drive	under construction		

PUBLIC PARKS

Community Parks:
- Lions Center - includes Wiest Field, Beechey Field and the Lions Pool 8.91 ac.
- Cattle Call Park 50.61 ac.
- Pat Williams Park 25. 71 ac. (15 ac. undeveloped)

Neighborhood Parks:
- Alyce Gereaux 3.88 ac.
- Gonzales 4.42 ac.
- Guadalupe 3.59 ac.
- Hinojosa 6.52 ac.
- Meserve 4.42 ac.
- Plaza Park 5.38 ac.
- Jeffery Thornton (undeveloped) 5.5 ac.
- Parkside (undeveloped) 6 ac.

Mini Parks:
- Citrus View .65 ac.
- Kissee .34 ac.
- Kelley .63 ac.
- Ridge 1.63 ac.

Name of facility: Address of facility:	Fire Station 815 Main Street	Police Station 351 Main Street
Parking # required spaces	Needs one space	OK 1993
Passenger Loading	N/A	N/A
Accessible Route	OK	OK
Transit Stop	N/A	N/A
Buildings Entrance Door Threshold	OK	OK
Stairs	Not Public	Not Public
Elevators	N/A	N/A
Ramps Sidewalks	N/A OK	N/A OK
Lifts	N/A	N/A
Telephone	No public phones	No public phones
Drinking Fountains	No public fountains	No public fountains
Alarms/Controls Plugs & Switches	N/A	N/A
Restrooms Sinks	No public restrooms 1 employee rest area meets ADA	Need accessible restroom for bookings
Signage		
Fixed Seating	N/A	N/A
Service Counters	N/A	Must be lowered

Name of facility: Address of facility:	City Hall 400 Main Street	City Library 400 Main Street
Parking # required spaces	Needs one space	OK
Passenger Loading		OK
Accessible Route	Need larger sidewalk	OK
Transit Stop	N/A	N/A
Buildings Entrance Door Threshold	Replace doors and/ or install hardware	OK 1993 rehab.
Stairs	N/A	N/A
Elevators	N/A	N/A
Ramps Sidewalks	Need ramp & railing installed/some new sidewalk	N/A
Lifts	N/A	N/A
Telephone	N/A	~~Lower PB phone~~ OK
Drinking Fountains	No public fountains	OK 1993
Alarms/Controls Plugs & Switches	N/A	OK for employee 1993
Restrooms Sinks	No public restrooms	OK 1993
Signage		OK 1993
Fixed Seating	N/A	OK 1990
Service Counters	must be lowered	OK 1993

all shelving installed since 1993 meets ADA

Name of facility: Address of facility:	Lions Rec. Center 225 A Street	Brawley Senior Center 575 J Street
Parking # required spaces	OK 4 in lot	OK
Passenger Loading	N/A	Bus Zone
Accessible Route	OK	OK
Transit Stop	N/A	yes/Dial-A-Ride
Buildings Entrance Door Threshold	some OK some must be modified or replaced	OK/some interior doors need rehab. or hardware
Stairs	N/A	N/A
Elevators	N/A	N/A
Ramps Sidewalks	N/A OK	N/A OK
Lifts	Pool OK 1986	N/A
Telephone	~~PB must lower~~ OK	OK
Drinking Fountains	Needs 2 accessible	needs 1 accessible
Alarms/Controls Plugs & Switches	N/A	N/A
Restrooms Sinks	2-rehab. 1996 OK 2 need rehab.	Needs rehab. all 4
Signage	needs	needs
Fixed Seating	N/A	OK
Service Counters	office must lower	N/A

Name of facility: Address of facility:	Elks Youth Bldg. 105 A Street	Public Works 180 South Western
Parking # required spaces	Needs one on street	OK 1 spaces 1992
Passenger Loading	N/A	N/A
Accessible Route	OK	OK
Transit Stop	N/A	N/A
Buildings Entrance Door Threshold	OK OK	OK OK 1991 rehab.
Stairs	N/A	N/A
Elevators	N/A	N/A
Ramps Sidewalks	N/A OK	needs some rehab. OK
Lifts	N/A	N/A
Telephone	N/A	No public phone
Drinking Fountains	needs 1 accessible	OK water dispenser
Alarms/Controls Plugs & Switches	N/A	N/A
Restrooms Sinks	needs rehab not accessible	No public facilities 1 accessible in office
Signage		
Fixed Seating	N/A	N/A
Service Counters	N/A	N/A

Name of facility Address of facility:	Brawley Airport 4651 Best Road	
Parking # required space	Needs spaces marked	
Passenger Loading	N/A	
Accessible Route	OK	
Transit Stop	N/A	
Buildings Entrance Door Threshold	OK	
Stairs	N/A	
Elevators	N/A	
Ramps Sidewalks	N/A OK	
Lifts	N/A	
Telephone		
Drinking Fountains	N/A	
Alarms/Controls Plugs & Switches	N/A	
Restrooms Sinks	Meet ADA 1997	
Signage	OK	
Fixed Seating	N/A	
Service Counters	needs to be lowered	

Name of park: Location of park:	Wiest Field 3rd and Magnolia LC Complex 8.91 ac.	Beechey Field Third and A LC Complex/Wiest
Parking # required spaces	needs accessible parking	needs accessible parking and curb cut
Passenger Loading	N/A	N/A
Accessible Route	OK	needs curb cut
Transit Stop	N/A	N/A
Multi-use Surfaces Tennis Courts	N/A	N/A
Playgrounds	N/A	N/A
Play Equipment	N/A	N/A
Ramps Sidewalks	N/A	Needs curb cut for transition from parking
Building Entrances	No public access	No public access
Telephone	N/A	No public phone
Drinking Fountains	Needs 1	N/A
Picnic Areas Picnic Tables Shelters	N/A	N/A
Restrooms Sinks	OK 1992 rehab.	needs rehab. 2 restrooms
Signage		
Fixed Seating	OK portable bleacher	OK portable bleachers
Snack Bar Counters	Not accessible	Not accessible

Name of park: Location of park:	Cattle Call Park & Rotary Park 50.61 ac. Cattle Call Dr.	Citrus View Park David & Kelley .65 ac.
Parking # required spaces	OK 2 spaces Rotary Needs spaces at large arena	Needs on street
Passenger Loading	N/A	N/A
Accessible Route	OK	OK
Transit Stop	N/A	N/A
Multi-use Surfaces Tennis Courts	N/A	OK
Playgrounds	OK 1994	surface needed
Play Equipment	OK 1993	OK 1997
Ramps Sidewalks	N/A OK	OK 1 ramp 1996 OK
Building Entrances	N/A	N/A
Telephone	~~PB needs to lower~~ OK	N/A
Drinking Fountains	Needs fountains 2	OK 1996
Picnic Areas Picnic Tables Shelters	OK OK N/A	N/A N/A N/A
Restrooms Sinks	Needs to be modified 2 restrooms meet ADA 1992	N/A
Signage		
Fixed Seating	OK	N/A
Snack Bar Counters	Lower counters	N/A

Name of park: Location of park:	Alyce Gereaux Park Adler & Eastern 3.88 ac.	Gonzales Park First & E 4.42 ac.
Parking # required spaces	Needs 2 on street	OK 2 on street
Passenger Loading	N/A	N/A
Accessible Route	OK	OK
Transit Stop	N/A	N/A
Multi-use Surfaces Tennis Courts	Enlarge entrance to basketball courts	Enlarge entrance to basketball courts
Playgrounds	Not accessible	Not accessible
Play Equipment	Not accessible	Not accessible
Ramps Sidewalks	OK 4 at corners	1 ramp/1 curb cut needs 3 ramps
Building Entrances	N/A	N/A
Telephone	N/A	N/A
Drinking Fountains	No fountains	needs 2 accessible
Picnic Areas Picnic Tables Shelters	N/A OK N/A	N/A OK N/A
Restrooms Sinks	N/A	OK
Signage	Needs	Needs
Fixed Seating	OK portable bleacher	OK portable bleachers
Snack Bar Counters	N/A	N/A

Name of park: Location of park:	Guadalupe Park South 11th & Malan 3.59 ac.	Hinojosa Park 9th & H 6.52 ac.
Parking # required spaces	Needs parking 2 on street	Ok 2 on street
Passenger Loading	N/A	N/A
Accessible Route	OK	OK
Transit Stop	N/A	N/A
Multi-use Surfaces Tennis Courts	N/A N/A	OK N/A
Playgrounds	Not accessible	OK 1995
Play Equipment	Not accessible	OK 1992
Ramps Sidewalks	1 curb cut needs 2 ramps/ no sidewalks park perimeter	OK has 4 ramps
Building Entrances	N/A	N/A
Telephone	N/A	N/A
Drinking Fountains	Needs 1 accessible	Needs 2 accessible
Picnic Areas Picnic Tables Shelters	OK OK N/A	OK OK purchased 1993 OK installed 1994
Restrooms Sinks	N/A	OK
Signage	Needs	Needs
Fixed Seating	OK Portable bleacher	OK Portable bleachers
Snack Bar Counters	N/A	N/A

Name of park: Location of park:	Kissee Park 1st & G .34 ac.	Meserve Park Second & K 4.42 ac.
Parking # required spaces	Needs one on street	Needs 2 on street
Passenger Loading	N/A	N/A
Accessible Route	OK	OK
Transit Stop	N/A	N/A
Multi-use Surfaces Tennis Courts	N/A N/A	N/A Need entrance gate enlarged
Playgrounds	N/A	Not accessible
Play Equipment	N/A	Not Accessible
Ramps Sidewalks	Needs one ramp	Ok 1 - needs 3
Building Entrances	N/A	N/A
Telephone	N/A	N/A
Drinking Fountains	N/A	needs 2 accessible
Picnic Areas Picnic Tables Shelters	OK OK N/A	N/A OK N/A
Restrooms Sinks	N/A	N/A
Signage		
Fixed Seating	N/A	OK portable bleachers
Snack Bar Counters	N/A	N/A

Name of park: Location of park:	Kelley Park 8th & Main .63	Ridge Park N. Western & Park View 1.63 ac.
Parking # required spaces	No Parking on HWY.	Needs 1 space
Passenger Loading	N/A	N/A
Accessible Route	N/A	N/A
Transit Stop	N/A	N/A
Multi-use Surfaces Tennis Courts	N/A N/A	N/A Needs entrance enlarged
Playgrounds	N/A	N/A
Play Equipment	N/A	Not accessible
Ramps Sidewalks	N/A N/A	N/A Narrow walkway
Building Entrances	N/A	N/A
Telephone	N/A	N/A
Drinking Fountains	N/A	N/A
Picnic Areas Picnic Tables Shelters	N/A N/A N/A	N/A N/A N/A
Restrooms Sinks	N/A	N/A
Signage		
Fixed Seating	N/A	N/A
Snack Bar Counters	N/A	N/A

Name of park: Location of park:	Pat Williams Park West River Drive 25.71 ac.	Plaza Park 400 Main Street 5.38 ac.
Parking # required spaces	Need spaces marked in parking area 4	OK on street need same and City Hall
Passenger Loading	N/A	N/A
Accessible Route	Repair walkway	repair some sidewalk
Transit Stop	N/A	N/A
Multi-use Surfaces Tennis Courts	N/A N/A	N/A N/A
Playgrounds	OK 1993	N/A
Play Equipment	OK 1993 needs swings	N/A
Ramps Sidewalks	N/A needs path rehab.	OK 4 some need repair
Building Entrances	N/A	see City Hall
Telephone	N/A	N/A
Drinking Fountains	needs 2 accessible	needs one accessible
Picnic Areas Picnic Tables Shelters	OK 1993 OK 1992 OK 1994	N/A N/A N/A
Restrooms Sinks	OK	N/A
Signage		
Fixed Seating	N/A	N/A
Snack Bar Counters	N/A	N/A

Name of park: Location of park:	Jeffery Thornton Park 5.5 ac. Legion & Richard	Parkside Estates Park Imperial & River 6 ac. approximately
Parking # required spaces	Park is undeveloped	Park is undeveloped
Passenger Loading		
Accessible Route		
Transit Stop		
Multi-use Surfaces Tennis Courts		
Playgrounds		
Play Equipment		
Ramps Sidewalks		4 curb cut outs
Building Entrances		
Telephone		
Drinking Fountains		
Picnic Areas Picnic Tables Shelters		
Restrooms Sinks		
Signage		
Fixed Seating		
Snack Bar Counters		

CITY OF BRAWLEY
SELF EVALUATION

PARKING LOTS

PUBLIC OWNED OR LEASED

1.	Eighth and Main Street	Needs one handicapped space
2	Main & Eighth South	Needs one handicapped space
3.	Main at Cuidad Plaza	In compliance
4.	Alley/Lou Langs	Needs 2 handicapped spaces
5.	G at rear Family Billiards	Needs 2 handicapped spaces
6.	G at rear of Heileg Meyers	In compliance

Programs & Services
Exhibit B

CITY OF BRAWLEY
PROGRAMS AND SERVICE OFFERED FOR THE DISABLED

Customer Service:
Contact Person: Angela Maya 344-9111

City administration is available at City Hall to assist the special needs of any individual. Enforcement and accessibility concerns will be handled by individual departments.

Utility Billing:
Contact Person: Stella Limon 344-8941

Utility bills can be automatically deducted from banking accounts, mailed in to City Hall or taken to the water billing department.

Fire Department:
Contact Person: Chief Frank Contreras 344-1234

Department enforce fire safety compliance for businesses, and is willing to meet with disabled residents to provide fire safety inspection on request.

Police Protection:
Contact Person: Lt. Henery Graham 344-2111

The Police Department has no special programs for the disabled but is available to meet with any individual to discuss crime prevention, neighborhood watch and departmental services.

Housing Rehabilitation:
Contact Person: Olga Leon 344-8622

Housing Rehabilitation Program offers loaned for handicapped modifications done in the home, up to $40,000, if they meet the target income.

Library Services:
Contact Person: Marjo Mello 344-1891

Children's Programs: All children's programs are open to disabled individuals, prior arrangements should be made for sign language interpreters. Our library is a small, but accommodating facility, any youth or adult will be assisted.

Home-Bound Program: Volunteers and staff are willing to take books to patrons who have no transportation, family or friend to take them to the library to check out books. Volunteers will be delivered books to their residence and then return to pick them up. The library offers extended loans as well as authorization for

family members and friends to pick-up and return books for patrons.

Large Print book Collection: The library has over 2000 large print books and access to a revolving program with Oceanside. Braille books are not available at this time.

Recordings for the Blind: Books on cassette are available through the Braille Library, we have over 500 books on cassette.

Reference Desk: Staff is available at the reference desk to assist patrons who might need this service.

Talking Book Machines: The library currently had six machines funded by congress for the visually and physically impaired who cannot see well enough to read or are physically unable to hold a book.

Enlarge Print Maker: The library has a machine that enlarges print as well as reverses dark print to light.

Parks & Recreation:
Contact Person: Karin J. Morgan 344-5675

Aquatics: Lions pool has an accessible chair lift, and has made it available to the public for special classes. In cooperation with the elementary schools special populations are given swim instruction. The department will provide the necessary instructors and supervision at no cost to the participant.

Any disabled person may enroll in current classes and programs at no extra cost. The City always has and will continue to provide the additional staffing if necessary for their special needs. (Example: if an disabled youth, confined to a wheelchair, signs up for swimming lessons, he/she will be assigned one WSI certified instructor. Other participants will be in groups of six swimmers to 1 instructor.)

Parks: Accessible play equipment has been installed in four of our eight playgrounds. Picnic tables and shelters are accessible.

Recreation: Youths and adults with disabilities may register for programs and every attempt will be made to accommodate their needs. Recreation Leaders, aides, and junior leaders will assist on a 1 to 1 ratio if needed, at no additional cost to the participant. Our community has 22,000 resident and because of our small size all participants with disabilities are mainstreamed.

Public Works:
Contact Person: George Farago 344-5800 Ext.7

Curb Cuts: The City is conduction a program to place handicap ramps curb cuts throughout the City. All work cannot be accomplished at the same time, disabled individuals may request this service be offered in a specific location to expedite

accommodation on the route which they travel.

Building Inspection:
Contact Person: Francisco Soto 344-9111

Monitors new and remodeled construction for compliance with federal and state laws as they relate to handicap accessibility. Concerns regarding non compliance, by businesses should be reported to the Building Inspector.

Dial-A-Ride
Contact Person: Jesse Soriano 344-8622

A "shared-ride" system where patrons call for service, then share rides with others. Van meets ADA requirements.

Transition Plan
Exhibit C

City of Brawley
Transition Plan

Key to Structural Modifications

P	Parking	R	Ramps
A	Alarms & Controls	L	Lifts
AR	Accessible Routes	T	Telephone
D	Door/Hardware	DF	Drinking fountains
ST	Stairs	S	Signage
E	Elevators	FS	Fixed Seating
SC	Service Counters	Z	Loading Zone
MS	Multi-use Surface	TC	Tennis Courts/Multi-use
PA	Play Apparatus	PS	Play Surface
PT	Picnic Table	RR	Restrooms
SW	Sidewalks	O	Other

City Hall
400 Main Street

AR	Repair sidewalk access	$ 5,000
D	Install proper hardware or replace doors	$ 10,000
SC	Lower to meet ADA	$ 2,500
SW	Replace from parking area	$ 2,500
R	Install ramp and rails for building	$ 2,500
S	needs to be installed	$ 300
P	Install 1 parking space	$ 350

Brawley Public Library
400 Main Street

T	Pacific Bell Phone must be lowered	$ 350 OK
	Install TTD	$ 1,500

Brawley Fire Department
815 Main Street

P	Install one parking space	$ 300
S	Install signs in restroom	$ 50

Brawley Police Department
351 Main Street

RR	Modify Restroom to meet ADA	$ 5,000
S	Install proper signage	$ 300
SC	Lower Service Counter	$ 2,500

Lions Recreation Center and Aquatics Complex
225 A Street

D	Install proper hardware on interior and exterior doors	$ 7,000
T	Pacific Bell Public phone must be lowered	$ 350 OK
DF	Lower existing fountains/add/replace	$ 4,800
RR	complete modifications for entire facility	$20,000
SC	Lower counter	$ 150
O	Rehab Showers	$50,000
S	Install proper signage	$ 150

Brawley Senior Center
575 J Street

D	Rehab interior doors to meet ADA Install proper hardware	$ 7,500
RR	Rehabilitate all restrooms	$20,000
S	Install proper signage	$ 300
DF	Install 2 fountains 1-accessible	$ 2,400

Elks Youth Building
Corner of A & 2nd Street

RR	Rehab. Restrooms	$20,000
S	Install proper signs	$ 150
DF	Install 1 accessible drinking fountain	$ 1,200
P	Install 1 street parking space ADA	$ 300

Public Works
180 South Western

R	Improve building access ramp	$ 1,500

Brawley Public Airport
4651 Best Road

SC	Lower service counter	$ 2,500
P	Install 2 spaces	$ 600

Wiest Field
3rd and Magnolia

SC	Lower counter on snack bar	$ 1,500
P	Install 1 handicapped space	$ 300
S	Install restroom signs	$ 100

Beechey Field
3rd and Magnolia

RR	Rehab restrooms to meet ADA	$15,000
SC	Lower snack bar counter	$ 2,500
P	Install 1 parking space	$ 1,300
R	Curb cut and ramps	$ 2,200

Cattle Call Park & Rotary Park
Cattle Call Drive

T	Pacific Bell phone needs to be lowered	$ 550
RR	Modify additional restrooms	$40,000
S	Install additional signs	$ 300
SC	Lower counters at snack bars	$ 5,000
P	Install accessible parking places	$ 1,200
DF	Install 2 ADA fountains	$ 2,400

Citrus View Park
David & Kelley

PS	Install accessible surface	$ 7,000
P	Install 1 street parking space	$ 300

Alyce Gereaux Park
Adler & Eastern

PA	Install Accessible Apparatus	$13,000
	Install ADA Swings/surface	$ 8,000
PS	Install ADA Surface	$ 9,000
P	2 street spaces	$ 600
TC	enlarge entrance	$ 1,500

Gonzales Park
First & E Street

PA	Install ADA Equipment	$17,000
	Install ADA Swings	$ 3,000
PS	Install ADA Surface	$12,000
R	Install 3 & 1 curb already cut	$ 7,600
TC	Enlarge entrance	$ 1,500
DF	2 fountains	$ 2,400

Guadalupe Park
South 11th & Malan

PA	Install ADA Equipment	$25,000
PS	Install ADA Surface	$15,000
R	1 curb cut needs 2 ramps	$ 2,400
DF	Install 1	$ 1,200
P	2 street spaces	$ 600

Hinojosa Park
9th & H Street

Kissee Park
1st & G Street

R	Needs 1 ramp	$ 2,200
P	Needs one street parking place	$ 300

Meserve Park
Second & K Street

PS	Accessible surface needed	$13,000
PA	Accessible equipment needed	$25,000
R	Needs three ramps	$ 6,600
TC	Enlarge entrance	$ 1,500
P	Needs 2 street parking	$ 600
DF	2 fountains	$ 2,400

Kelley Park
8th & Main (on Main East of Eighth)

Checklist
Exhibit D

Ridge Park
North Western & Park View

PA	Remove existing equipment	$ 500
R	Needs two ramps	$ 4,400
SW	Needs to be removed and replaced	$ 2,500
P	Needs one street spaces	$ 300
TC	Enlarge entrance	$ 1,500

Pat Williams Park
West River Drive

PS	Reduce size of play area	$10,000
PA	Install ADA Swings/Surface	$15,000
AR	Pathway rehabilitated	$15,000
P	4 spaces	$ 600
DF	2 fountains	$ 2,400

Plaza Park
400 Main Street

S	In need of repair	$ 5,000
DF	1 fountain	$ 1,200

Ventana Ranch Park
Legion & Richard

Area undeveloped

Parkside Estates
Imperial & River

Area undeveloped

PRELIMINARY CHECKLIST
CITY OF BRAWLEY FACILITY SELF-EVALUATION
ACCESSIBILITY OF CITY BUILDINGS

Facility: _____ **Date of Visit:** _____

Address: _____ **Team Members:** _____
_____ _____
_____ _____

Directions: Check a response to each of the items listed below. "O.K." means that the features of this item appear to be appropriated and proper. "Check" means there are questions about the design of this feature which need to be checked further by City staff. Please accompany any use of the "Check" column with a note in the comments section.

Facility Feature Guidelines	**Response** O.K.	Check
Parking	_____	_____

* How many handicapped parking spaces? _____
* Spaces wide enough?
* Located nearest to accessible entrance?
* Visible sign in each space?

Comments:

Passenger Loading Zone	_____	_____

* Loading zone at same level as street?
* Accessible from zone to building?
* Located in nearest are to building?

Comments:

Facility Feature Guidelines	Response O.K.	Check

Transit Stops & Pedestrian Access

* If shelter is present, is it accessible?
* Accessible route from transit stop to building (s) it serves?
* Streets, curbs and side walks serving building accessible?

Comments:

Accessible Route to Services

* Wide enough path of travel throughout building?
* Service counters reachable from wheelchair?
* All inclines gently sloped?
* Thresholds on door jams easily crossed?
* Accessible fire exit route?
* Easy to move wheelchair on carpeting?
* Any protruding objects on access route?

Comments:

Building Entrance

* At least one accessible door into facility?
* Accessible door easy to open?
* Accessible door convenient to parking and public services in building?

Comments:

Facility Feature Guidelines	Response O.K.	Response Check

Elevators _____ _____

* Elevators provide adequate room for maneuvering a wheelchair?
* Indicator buttons easy to reach?
* Any obstacles entering/exiting?
* Door reopening cycle long enough to enter/exit in wheelchair?

Comments:

Stairs _____ _____

* Stairs in building?
* Treads a comfortable width?
* Nosings not projecting?
* Handrails on both sides?

Comments:

Ramps _____ _____

* Building ramped?
* Slope appropriate for easy use?
* Handrails in place?
* Landings accessible and large enough for easy wheelchair maneuvering?

Comments:

Facility Feature Guidelines	Response O.K.	Response Check
Lifts	_____	_____

* Lifts in building?
* Lifts stable and accessible?
* Controls operable by disabled user?

Comments:

Telephone	_____	_____

* Public telephone in/near building?
* Accessible form wheelchair and phone book available?
* Volume control for hearing-impaired?
* Braille signage available?
* Route to phone accessible?

Comments:

Drinking Fountains	_____	_____

* Public drinking fountain available?
* Accessible to wheelchair?
* Controls operable with one hand?
* Route to fountain accessible?

Comments:

Facility Feature Guidelines	Response O.K.	Response Check

Alarm Systems & Other Public Controls _____ _____

* Alarm system in building?
* Visual warning systems accompanied by audible signal?
* Alarm controls located on accessible route?
* Alarm directions in braille?
* Height range of all controls accessible from wheelchair?

Comments:

Bathrooms _____ _____

* Handicapped accessible restrooms available?
* Wheelchair stalls large enough to maneuver wheelchair easily?
* Grab bars available?
* Toilet proper height and width?
* Urinals in facility?
* Is at least one elongated?
* Shower stalls (if any) accessible?
* Sinks in bathrooms accessible for wheelchair?
* All lever/handles accessible and easy to operate?

Comments:

Facility Feature Guidelines	Response O.K.	Response Check
Signage	_____	_____

* Signs of general directions, emergency information and room names posted appropriately and easy to read?
* International Symbol of Access accompanies signage?

Comments:

Fixed Seating	_____	_____

* Fixed seating in facility?
* Wheelchair space available and big enough?
* Wheelchair spaces distributed throughout with good view?
* Accessible route to all public areas?
* Sound assist seats within 50 feet of stage?

Comments:

Other Notes

Parks & Recreation
Exhibit E

CAPITAL NEEDS BY FACILITY
DEPARTMENT OF PARKS & RECREATION
1998 - 1999

LIONS CENTER

GYMNASIUM

Install ADA interior doors and hardware	7,000
Interior Lighting Rehabilitation	10,000
ADA Water Fountains	4,800
Paint interior and exterior of the building	10,000
New Ceilings in storage rooms	5,000
Tables & chairs	10,000
Replace office blinds	3,500
Lower office counter	150
Restroom rehab.	20,000
Lower Pacific Bell Phone	350
Repair or replace gym curtains	15,000
Install ceiling	50,000

BATH HOUSE

Remodeled showers and plumbing ADA	50,000
New Ceiling	5,000
Locker Replacement	5,000

POOL

Chlorine Pump	2,000
Dry Chlorine Feeder	13,000
Pool Plastering	35,000
Cool Decking	40,000
Butterfly Valves	2,000
Sump tank rehabilitation/float valves	5,000
Small Pool filter	2,500
Light Pole repair	2,500

SENIOR CENTER

Dining hall floor	7,000
ADA Restrooms 4	20,000
Carpet meeting hall	3,000
Water fountains (2) 1-ADA	2,400
Stackable Chairs	1,200

ELKS YOUTH BUILDING

Automatic Irrigation	2,500
ADA Restroom modification	20,000
Install 1 water fountain ADA	1,200
Add one street parking handicapped	300

PLAZA PARK

Lighting Rehabilitation/Veranda	5,000
Fountain Replacement	13,500
Automatic Irrigation to complete park	3,000
Remove concrete shuffle board and ring	5,000
Repair sidewalk	5,000
Install 1 ADA water fountain	1,200
Northwest plaza landscaping	5,000
Perimeter Lighting	120,000

WIEST FIELD

Backstop repairs	3,000
Lower snack bar ADA	2,000
Public address system	5,000
Repair Dugouts	2,400
Add 1 ADA parking space/street	300
Replace perimeter chain link	18,000

BEECHEY FIELD

New ballfield lights	50,000
ADA restroom rehabilitation	15,000
Lower snack bar	2,500
Curb and ramp	2,200
Add one ADA parking/street with curb cut	1,300
Dugout repair	500
Repair outfield fence	1,500
Backstop repair	1,000

CATTLE CALL PARK

Bleacher rehabilitation	125,000
Electrical 3 phase service	80,000
Restroom Plumbing/Pump station	16,500
Lower snack bar counter	5,000
Add 2 ADA fountains	2,400
Restroom rehab. ADA	40,000
Lower Pac Bell phone	550
Add parking with handicapped designation/arena	1,200
Install proper sinage	300
Corral replacement	25,000

ROTARY PARK

Restroom rehab. ADA	10,000
restroom shingles/roofing	1,000
Upgrade irrigation	1,500

ALYCE GEREAUX

Resurface Basketball Court/Remove other court	30,000
ADA Apparatus/Surface ADA Swings	30,000
Build backstop & fence	10,000
Rehab. court lights	5,000
Light Ballfield	50,000
Automatic irrigation installation	2,500
Enlarge Basketball court entrance	1,500
Add 2 street parking spaces/handicapped	600

KELLEY PARK

Automatic Irrigation	2,000
New Benches 4	6,000

RIDGE PARK

Install 2 ADA accessible ramps	4,400
Resurface Tennis Courts	6,000
Repair Lights/court/perimeter	5,000
Remove play equipment	2,500
Enlarge entrance to tennis court	1,200
Install 1 parking space	300
Remove or replace sidewalk/narrow & cracked	2,500

PAT WILLIAMS

Pathway/Security Lighting	25,000
Reduce play area	10,000
Install 2 fountains ADA	2,400
Install ADA Swings and surface	15,000
Add 4 parking spaces ADA	600
Fitness Trail	15,000
Rehabilitate Pathway	15,000
Sand Volleyball Courts	5,000
Pave road and parking area	96,000
Develope additional acres	200,000

HINOJOSA

Basketball Court Lighting Rehabilitation	10,000
Install additional shelter	20,000
Install additional horse shoe courts	1,500
Purchase BBQ Grills (4)	1,200
Bleacher Board replacement	4,000

GONZALES

Bleacher Board replacement	4,000
Basketball court lighting replacement	2,400
ADA play equipment/surface/swings	32,000
Curb ramps	7,600
Light Play area	2,000
Enlage basketball court entrance	1,500
Install 2 drinking fountains ADA	2,400
Improve Picnic area	2,000
Trim Eucalyptus	3,000
Add 2 ADA street parking spaces	600

GUADALUPE PARK

Sprinkler Rehab.	2,500
ADA apparatus & surface	40,000
BBQ Grills	1,000
ADA Ramps	2,400
1 Drinking fountail ADA	1,200
2 parking spaces street/ADA	600

MESERVE

Field Lighting/Softball	50,000
Enlarge entrance to tennis court	1,500
Add two parking spaces/ADA street	600
Tennis court resurfacing	50,000
Backstop rehab.	3,000
ADA Ramps	6,600
ADA Play Equipment/Surface	38,000
Add 2 drinking fountains ADA	2,400

CITRUS VIEW

Perimeter Lighting	4,500
Accessible Surface	7,000
Add one parking space ADA/street	300

JEFFERY THORNTON

Concrete work	80,000
Ground Work	50,000
Irrigation	15,000
Plants/Trees/Shrubs	15,000

KISSEE

Install 1 ramp	2,200
Add on ADA street parking space	300

PARKSIDE

undeveloped, no estimate at this time

DEPARTMENTAL NEEDS

Tractor	20,000
Landscape Triangles	10,000
Office Computers and printer	8,000
Mower	20,000
Bunker Rake for field preperation	15,000

Disability Policy
Exhibit F

MEMORANDUM

TO : All City Employees

FROM : Rodger L. Bennett, City Manager

DATE : June 8, 1992

SUBJECT : A. Discrimination Policy
B. Harassment in Employment Policy
C. Sexual Harassment Policy
D. Disability Policy

This Memorandum is to remind all employees that the City of Brawley has a firmly adopted Discrimination in Employment resolution No. 90-75. This policy declares that it is necessary to protect and safeguard the right and opportunity of all persons to be free from all forms of arbitrary discrimination. This includes discrimination based upon sex, marital status, race, color, age,religion, ancestry, national origin, disability, and sexual orientation in City programs, activities and employment opportunities.

The City remains committed to the concept of non-discrimination; to personnel practices which assure that applicants are employed and employees treated during their employment without regard to any of the above listed criteria.

The City has also adopted very firm Harassment in Employment, Sexual Harassment, and Disabled Persons Policies.
Please review the attached policies as soon as possible.

The Equal Employment Opportunity Commission has mandated that employers should act to prevent harassment and discrimination by all available means. I'm sure that this can be achieved through training, developing, and communicating the organizations policy on this issue, discussion of this issue, expressing strong disapproval, and enforcing sanctions for violations of acceptable conduct.

Please be advised that any employee who is aware of harassment or discrimination of any kind is to report it to myself or my designee, the personnel officer. The alleged or potential harassment/discrimination will be promptly investigated as outlined in the attached policy.

A. GENERAL POLICY STATEMENT

It is the policy of the City of Brawley to assure equal employment opportunity and fair employment practices to all persons regardless of age, sex, marital status, race, color, religion, ancestry, national origin, disability, and sexual orientation.

The City is committed to this policy as the BEST means of achieving the ideal of equal opportunity in all employment practices, including recruitment, selection, promotion, transfers, training, compensation, benefits and discipline. The City resolves to ensure constant and consistent adherence to this policy. All City employees are expected to adhere to this policy and its standards and to fully cooperate in its goals and objectives. In addition, the City requires that all its contractors, subcontractors, and vendors not discriminate in employment and treatment because of age, sex, marital status, race, color, religion, ancestry, national origin, disability, or sexual orientation of such persons.

B. HARASSMENT IN EMPLOYMENT POLICY

Harassment of an applicant or employee by a supervisor, management employee or co-worker on the basis of age, sex, marital status, race, color ,religion, ancestry, national origin, disability, or sexual orientation will not be tolerated.

DEFINITION:

Harassment includes but is not limited to:

1) Verbal Harassment: For example, epithets, derogatory comments or slurs on the basis of age, sex, marital status, race, color, religion, ancestry, national origin, disability, or sexual orientation.

2) Physical Harassment: For example, assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on the basis of age, sex, marital status, race, color, religion, ancestry, national origin, disability, and sexual orientation.

3) Sexual Harassment: For example, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which is conditioned upon an employment benefit, unreasonably interferes with an individual's work performance or creates an offensive work environment.

C. SEXUAL HARASSMENT POLICY

In accordance with the guidelines issued by the U.S. Equal Employment Opportunity Commission, the following is the City of Brawley's policy relative to sexual harassment. It is a violation of the City's policy to indulge in harassment of any kind.

The Equal Employment Opportunity Commission guidelines addressing the specific issues of sexual harassment emphasize that such conduct is illegal and discriminatory. Sexual Harassment is AGAINST THE LAW AND WILL NOT BE TOLERATED IN ANY FORM.

Definition:

Sexual harassment is best described as unsolicited, unwanted, and nonreciprocal behavior. It is often imposed on someone who is not in a position to refuse it. Sexual harassment can be identified as something deliberate, as explicit, coercive sexual behavior which infers an attempt to control, influence or affect the career, salary, job or working conditions of another employee. It can also be described as offensive comments, jokes, gestures, or physical contact of a sexual nature.

Examples:

Some subtle forms of sexual harassment are: using demeaning, inappropriate, and unwelcome terms of endearment while at work; eye contact, staring or gazing at a person in a way that implies a sexual message or relationship; flirting; teasing, touching, joking propositions or comments filled with sexual innuendo or double meanings; telling joke(s) with a sexual meaning, tone, or implication; displaying cartoon(s), calendars(s), pictures(s), desk object(s) or pin-up(s) which convey a sexual message, tone, or implication.

D. DISABILITY POLICY

It is the policy of the City of Brawley not to discriminate against any employee or applicant for employment because of a disability in regard to any position for which the employee or applicant for employment is qualified. The City will employ, advance in employment, and otherwise treat and allow disabled individuals to participate in any City program or activity without discrimination. The City will make reasonable accommodation for physical limitations of employees and applicants, consistent with the qualifications required for the work to be performed, and with the effective operation of the City.

E. DISSEMINATION OF POLICY

All employees, supervisors and managers will be sent copies of these policies and these policies shall be posted in appropriate places.

F. VIOLATION OF POLICY

Violation of these policies shall generally constitute just and reasonable cause for disciplinary action up to and including termination, in accordance with the City's Personnel Rules and Regulations. It is important that all employees understand the City's position relative to this subject. All Department Heads, Management Staff and supervisors are responsible for implementing and monitoring compliance with these policies.

G. MANAGEMENT RESPONSIBILITIES

The City's guidelines and obligations on the matters are detailed below:

1. Inform everyone that harassment is against the law, that it is one form of employment discrimination and that the City will be held responsible if any City employees are found guilty of harassment. This is equally true for other types of discrimination.

2. Insure that supervisory staff receive appropriate training and demonstrate an understanding of this subject matter.

3. Establish and communicate the expectation that all staff will adhere to a standard of conduct which is respectful and courteous to other employees and which creates a work environment free of harassment.

4. Be responsive to complaints of harassment in a professional manner.

5. Let all employees know the City's harassment complaint procedure.

It is obvious that a stress-free work environment greatly assists the City in providing good services to the citizens we serve in our community. As managers, it is our responsibility to be aware of the seriousness of harassment, as well as other employment discrimination issues, and prevent these situations from occurring.

H. DISCRIMINATION/HARASSMENT COMPLAINT PROCEDURE

Confidentiality:

Every effort will be made to protect the privacy of the parties involved in a discrimination or harassment complaint. Files pertaining to complaints handled under this process will be handled with as high a degree of confidentiality as possible. They will be available on a "need to know" basis as determined by the Personnel Officer.

Informal Complaint Process:

Typically, an employee who feels he or she has a discrimination or harassment complaint, should discuss the matter with his immediate supervisor. Ideally, if the employee is comfortable with it, he/she may process the complaint informally through the normal departmental chain of command. However, at any time after the discussion with the immediate supervisor, the employee doesn't believe that the problem has been satisfactorily resolved or is not comfortable with proceeding through the chain of command, the employee should present the complaint to the Personnel Officer. The informal complain process must be initiated not more than 10 days after the occurrence. It is the Personnel Officer's responsibility to:

1. Counsel the employee and outline the options available; and

2. Assist the employee in bringing the matter to the attention of the appropriate departmental official; and

3. Propose a resolution to the complaint at the earliest possible date but no later than 5 days after informal complaint was made.

If the employee does not agree with the proposed resolution of the complaint, he/she may then file a formal complaint. Nothing shall prohibit an employee from bypassing the informal complaint process and filing a formal complaint.

Formal Complaint Process:

An employee (or applicant for City employment) who feels they have been harassed or discriminated against in terms of the City's Policy may file a formal complaint with 1) the Department Head 2) the Personnel Officer or 3) the City Manager.

This initial report may be oral or in writing and must be filed no later than 10 days after disposition of informal complaint or 10 days after occurrence, if the informal complain process is circumvented. However, a written and signed statement of the complaint must be submitted to one of the three officials named above by the complainant, to initiate a formal investigation into the matter. Copies of the signed statement shall be made available to the Department Head, the Personnel Officer, and the City Manager.

Immediately upon receipt of the signed, written complaint, the individual conducting the investigation shall proceed with it as follows:

1. The Personnel Officer shall contact the person(s) who allegedly engaged in discrimination or harassment and

inform him or her, in writing, of the basis of the complaint and give the individual an opportunity to respond.

2. That person shall then have five (5) working days to respond to the complaint orally, in writing, or both. The response shall be directed to the Personnel Officer. In the case of an oral response, the investigator shall prepare a written statement for approval and signature of the person who allegedly engaged in discrimination or harassment.

3. Upon receipt of the response, the Personnel Officer will again review, research and investigate, as necessary, to determine whether discrimination or harassment occurred. The investigation may be expanded to include witnesses and supervisors as appropriate. The investigation shall be completed, if at all possible, within five (5) working days of receipt of the response.

4. Within five (5) working days of completion of the investigation, the Department Head, Personnel Officer and City Manager shall meet to review the findings and consider the appropriate action to be taken. Actions may include disciplinary action, up to and including termination.

The Department Head shall have the authority to determine what action will be taken after consultation with the Personnel Officer and the City Manager.

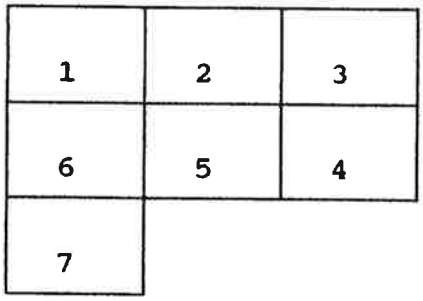
The Department Head shall be excluded from this procedure in cases where he/she is named as a person responsible for the alleged discrimination/harassment. In such cases, the authority to recommend what action to take shall rest with the Personnel Officer. The recommendation shall be submitted in writing to the City Manager.

Both parties to the complaint shall receive a copy of the Department Head's decision. Either party to the complaint may appeal to the City Manager. Such appeal shall be submitted in writing to the City Manager within five (5) working days of receiving the Department Head's decision. The City Manager shall render a written final decision within ten (10) working days of receipt of the written appeal unless this time is extended by the appealing party. Copies of the decision shall be provided to the parties involved in the complaint, the department head, and Personnel officer.

Curb Ramps
Exhibit G

CITY MAP
CURB RAMP LOCATIONS
& PROPOSED SITES

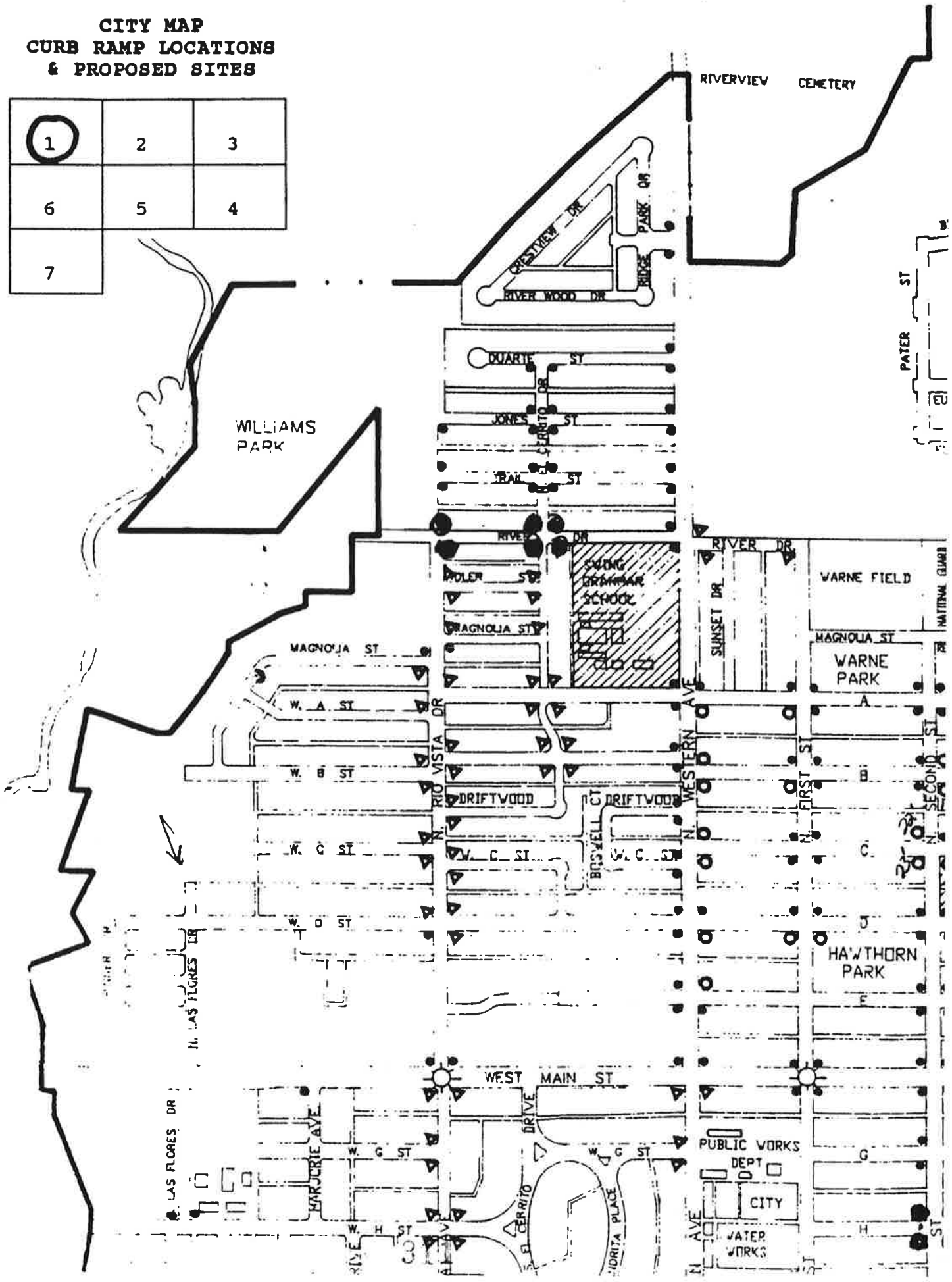
MAP KEY



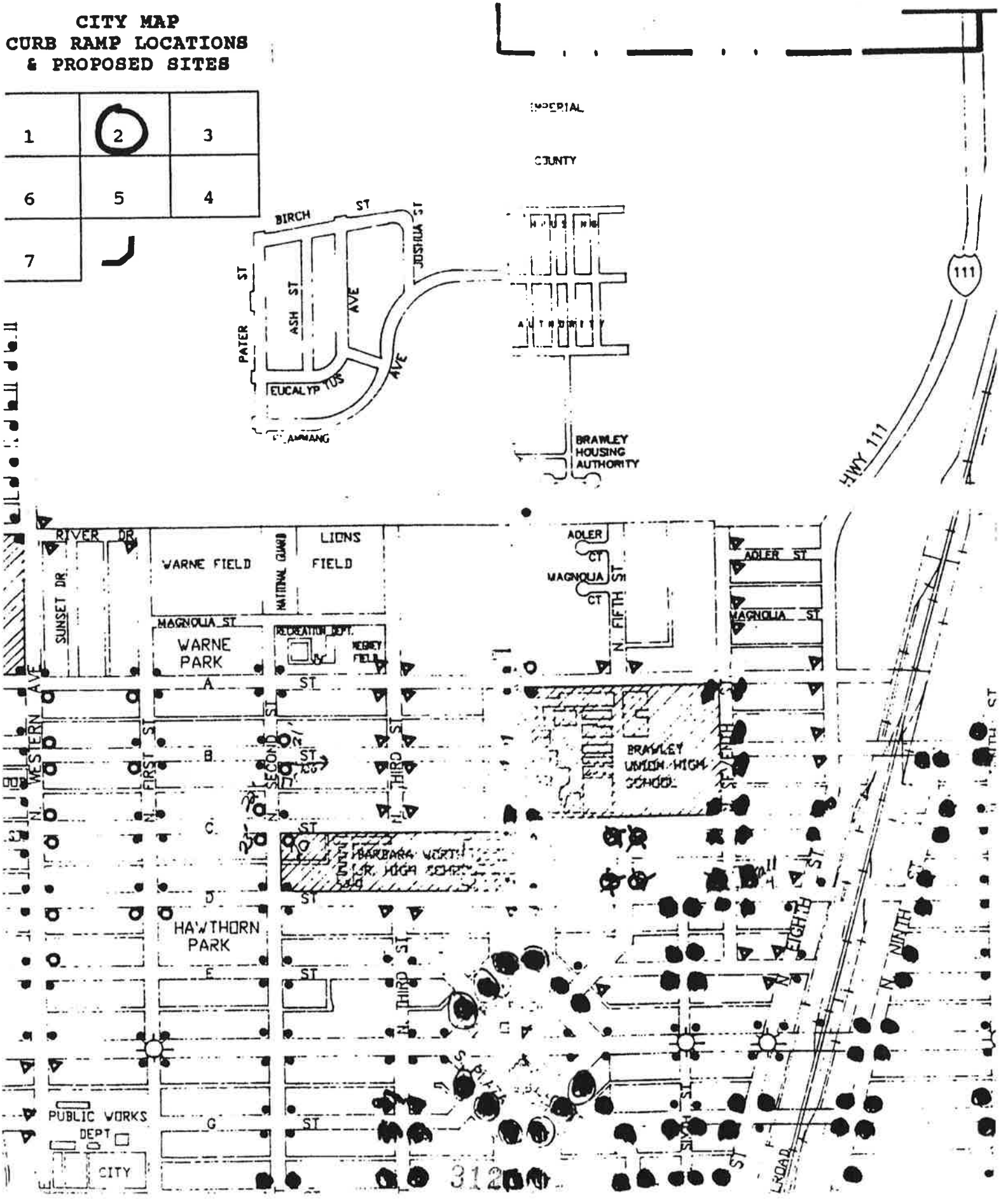
LEGEND

- EXISTING HANDICAP RAMPS
- EXISTIN CURB CUTS (NO RAMPS)
- PROPOSED CURB CUTS AND RAN=MPS
- NEW HANDICAP RAMPS

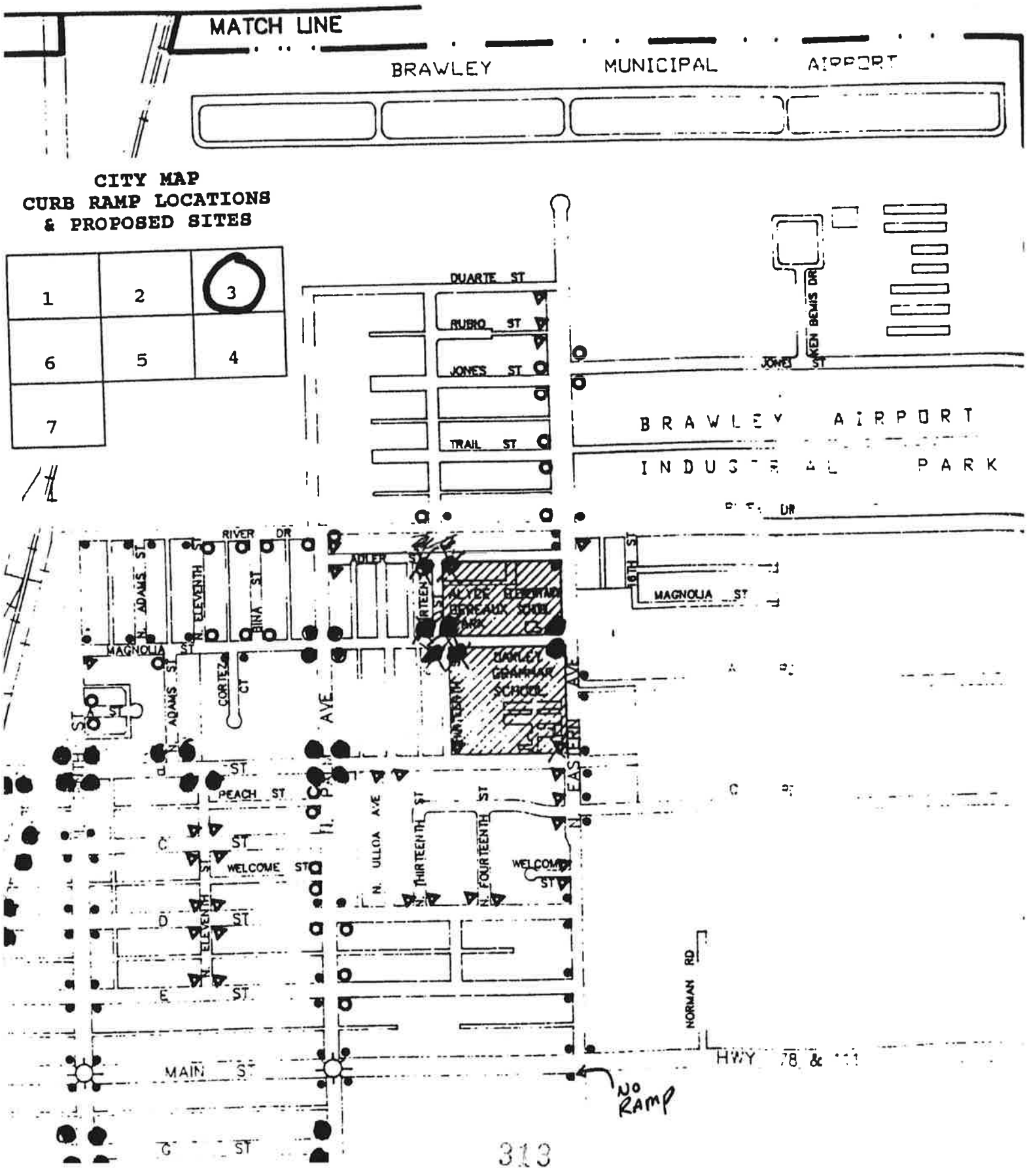
CITY MAP
CURB RAMP LOCATIONS
& PROPOSED SITES

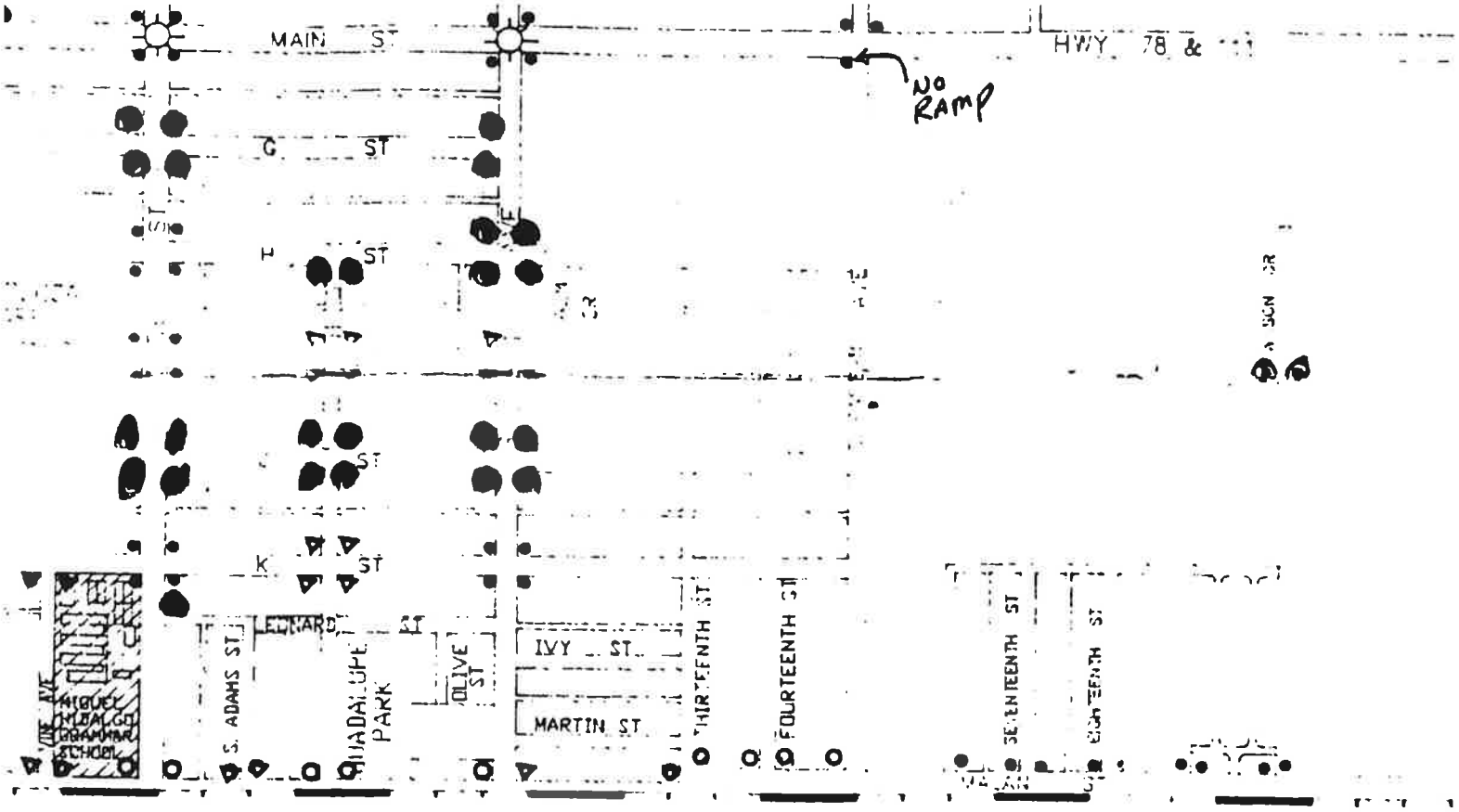


CITY MAP
CURB RAMP LOCATIONS
& PROPOSED SITES



REVISED


MATCH LINE
BRAWLEY MUNICIPAL AIRPORT
CITY MAP
CURB RAMP LOCATIONS
& PROPOSED SITES
1
2
3
6
5
4
7
DUARTE ST
RUBIO ST
JONES ST
TRAIL ST
KEN BEMIS DR
JONES ST
BRAWLEY AIRPORT
INDUSTRIAL PARK
RIVER DR
ADLER ST
N. ADAMS ST
N. ELEVENTH ST
BINA ST
MAGNOLIA ST
CORTEZ CT
N. PALM AVE
N. EASTERN AVE
PEACH ST
C ST
WELCOME ST
D ST
E ST
N. ULLOA AVE
N. THIRTEENTH ST
N. FOURTEENTH ST
NORMAN RD
HWY 78 &
MAIN ST
G ST
NO RAMP



CITY MAP
CURB RAMP LOCATIONS
& PROPOSED SITES

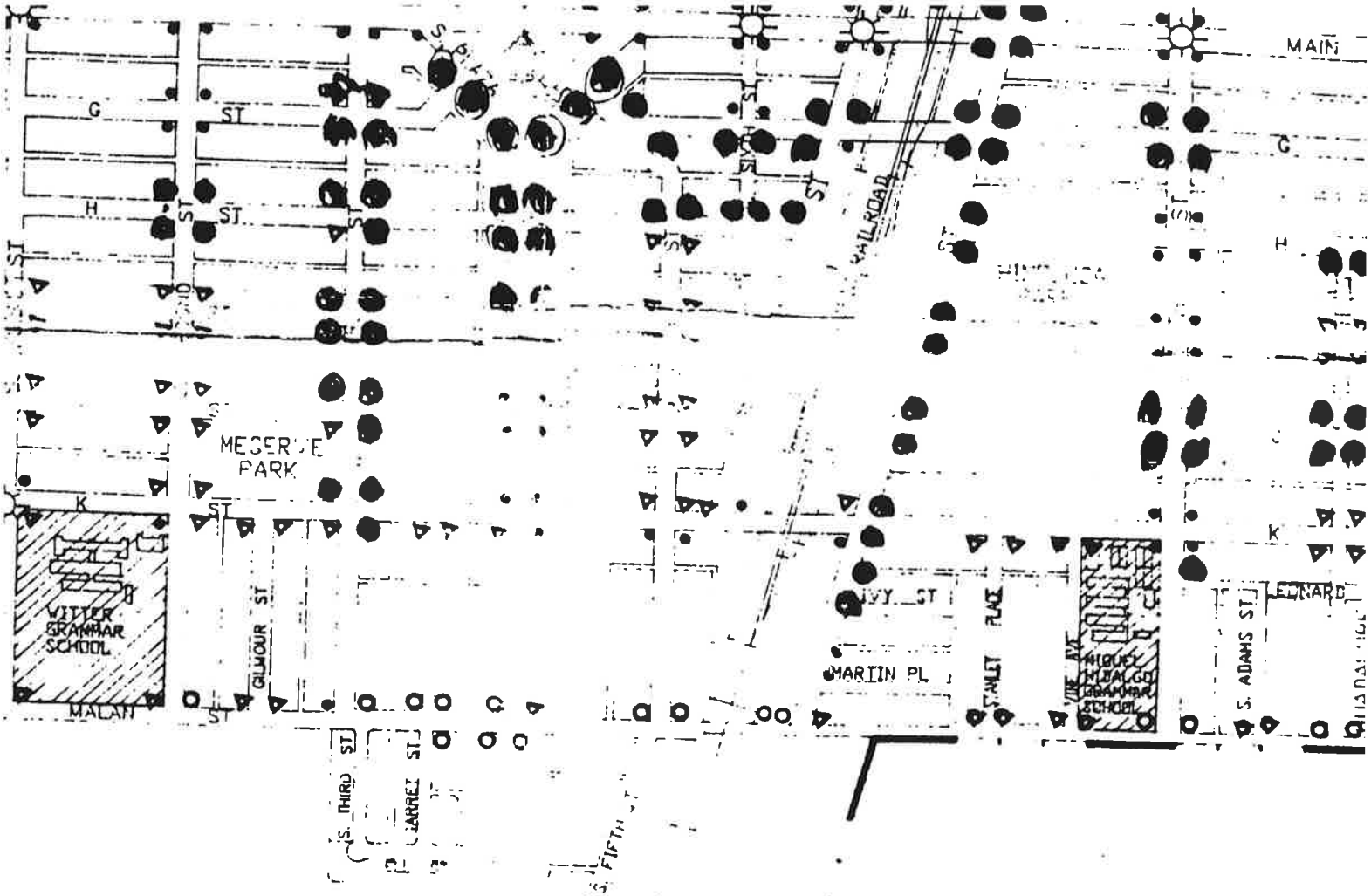
1	2	3
6	5	4
7		

LEGEND

- CITY LIMITS
- EXISTING HANDICAP RAMPS
- EXISTING CURB CUT(NO RAMP)
- SCHOOL SITE
- SIGNAL LIGHT
- PROPOSED CURB H.C. RAMP
- NEW HANDICAP RAMPS

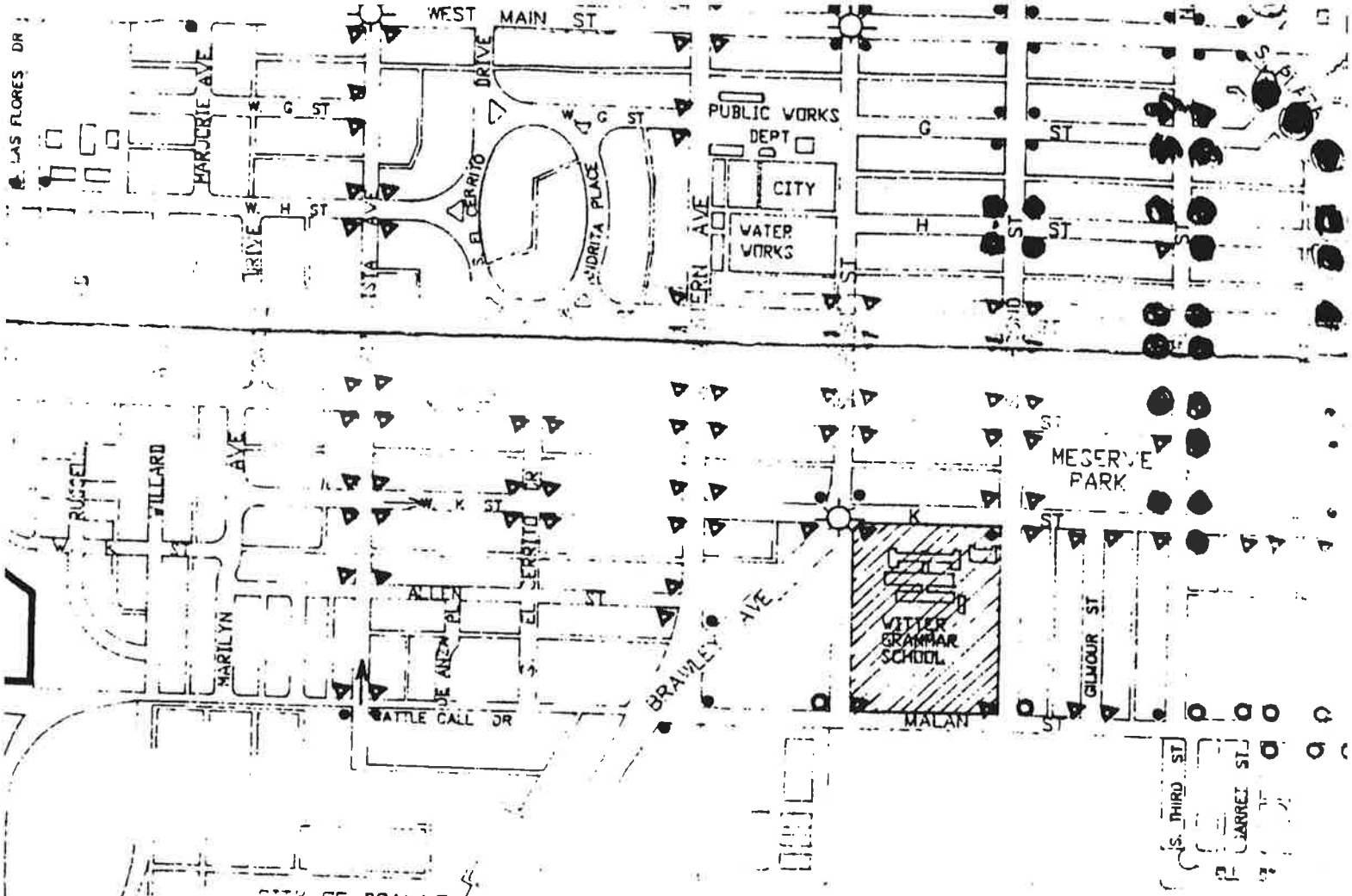
Since 1991 on going 6 street project

700 0 350 700 1400 2800



CITY MAP
CURB RAMP LOCATIONS
& PROPOSED SITES

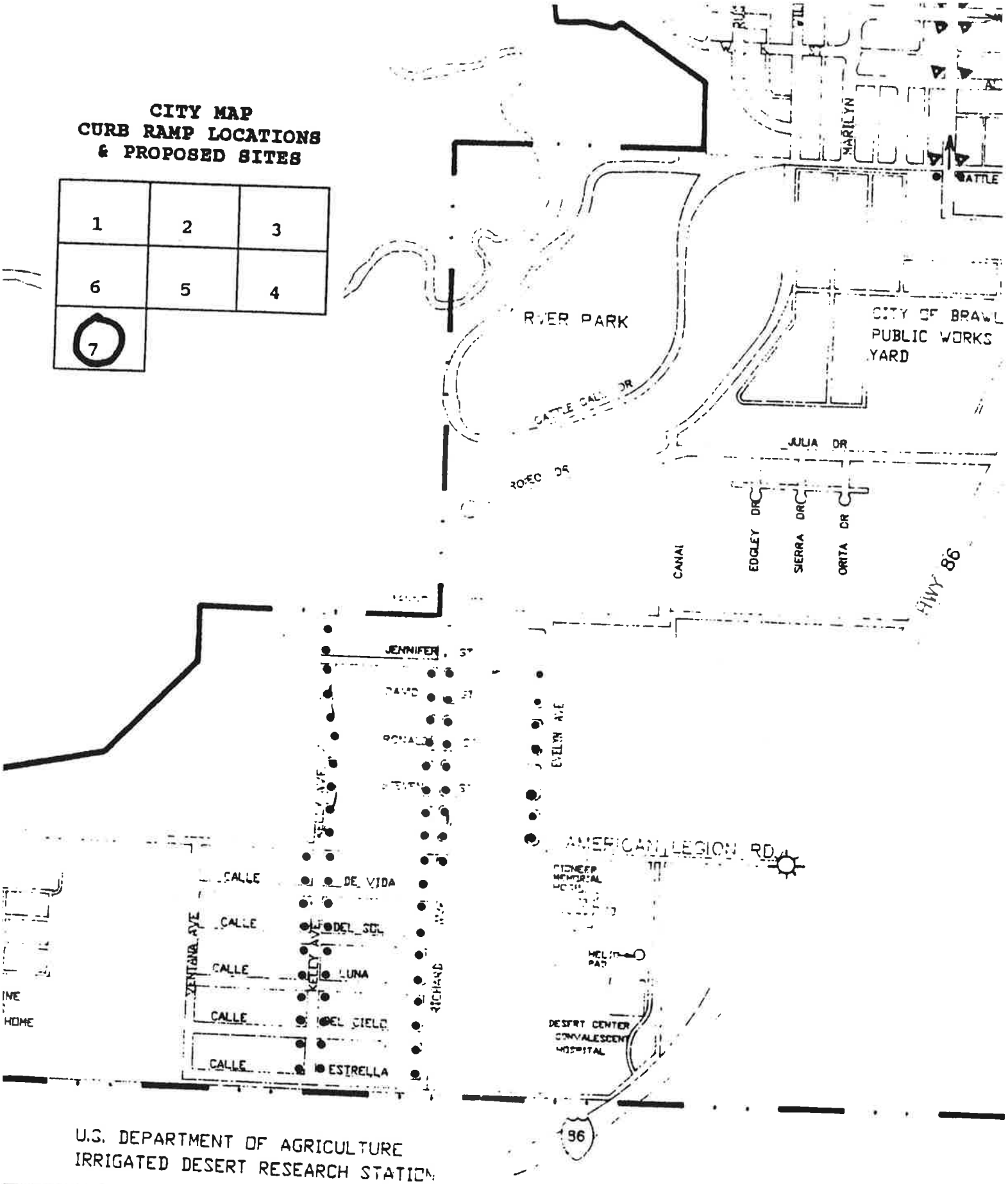
1	2	3
6	5	4
7		



CITY MAP
CURB RAMP LOCATIONS
& PROPOSED SITES

1	2	3
6	5	4
7		

CITY MAP
CURB RAMP LOCATIONS
& PROPOSED SITES



U.S. DEPARTMENT OF AGRICULTURE
IRRIGATED DESERT RESEARCH STATION

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: June 18, 2013
City Manager:

PREPARED BY: Ana Gutierrez, Contracts Manager

PRESENTED BY: Guillermo Sillas, Associate Civil Engineer

SUBJECT: Hazard Construction Company and Project No. 2013-12 Asphalt Rehabilitation of River Drive

CITY MANAGER RECOMMENDATION: Award bid to Hazard Construction Company for Project No. 2013-12 Asphalt Rehabilitation of River Drive in the amount of $164,850.00 and authorize the City Manager to execute all documentation in relation to this project.

DISCUSSION: On May 9, 2013, the City of Brawley Engineering Department advertised Project No. 2013-12 Asphalt Rehabilitation of River Drive. The projects consists of asphalt rehabilitation of River Drive between Western Avenue and 1st Street. It includes 1" asphalt removal, concrete removal, grading, new asphalt concrete, new 6" concrete curb and gutter, new concrete driveways, new accessibility ramps, new concrete sidewalks, striping, signage, and other items not mentioned that are required by the Plans, Drawings and Specifications.

On June 10, 2013 three bids were received as follows:

Hazard Construction San Diego, CA	$164,850.00
Pyramid Construction Heber, CA	$165,507.50
Team C Construction El Cajon, CA	$183,358.00

The local bidding preference factor does not apply to this project since use of State of California funds requires the City to select the lowest responsive bidder.

FISCAL IMPACT: $145,941.70 State Local Partnership Program (SLPP) and $18,908.30 in LTA funds.

ATTACHMENTS: Bid Summary

BID SUMMARY FOR SPECIFICATION NO. 2013-12: Asphalt Rehabilitation of River Drive
BID OPEN DATE: June 10, 2013 @ 2:00 PM

CONTRACTOR	BID SCHEDULE	
Hazard Construction 420 W. Aten Road Imperial, CA 92251 760-355-0965	**$164,850.00**	[x] Proposal [x] Proposal Signature Page [x] Bid Schedule [x] Acknowledgement of Addenda (1) [x] Bid Bond [x] Non-Collusion Affidavit [x] Public Contract Code Section 10162 Questionnaire [x] List of Proposed Subcontractors [x] Major Material [x] Debarment and Suspension Certification [x] Nondiscrimination Clause [x] Equal Employment Opportunity Clauses [x] Equal Employment Certification [x] Drug Free Workplace Certification [x] Buy American Requirement Certification [x] Federal Contract Provisions [x] Disadvantage Business Enterprise Information [x] Non-Lobbying Certification for Federal-Aid Contracts [x] Disclosure of Lobbying Activities [x] Exhibit 12-E Attachment A/Section 14 Federal Requirement for Federal-Aid Construction Projects [x] Exhibit 15-G Local Agency Bidder DBE Commitment [] Exhibit 15-H DBE Information-Good Faith Efforts

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Pyramid Construction and Aggregates, Inc. 839 Dogwood Road Heber, CA 92249 760-337-5839	**$ 165,507.50**	[x] Proposal [x] Proposal Signature Page [x] Bid Schedule [x] Acknowledgement of Addenda (1) [x] Bid Bond [x] Non-Collusion Affidavit [x] Public Contract Code Section 10162 Questionnaire [x] List of Proposed Subcontractors [x] Major Material [x] Debarment and Suspension Certification [x] Nondiscrimination Clause [x] Equal Employment Opportunity Clauses [x] Equal Employment Certification [x] Drug Free Workplace Certification [x] Buy American Requirement Certification [x] Federal Contract Provisions [x] Disadvantage Business Enterprise Information [x] Non-Lobbying Certification for Federal-Aid Contracts [x] Disclosure of Lobbying Activities [x] Exhibit 12-E Attachment A/Section 14 Federal Requirement for Federal-Aid Construction Projects [x] Exhibit 15-G Local Agency Bidder DBE Commitment [x] Exhibit 15-H DBE Information-Good Faith Efforts

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Team C Construction 1272 Greenfield Drive El Cajon, CA 92021	**$183,358.00**	[x] Proposal [x] Proposal Signature Page [x] Bid Schedule [x] Acknowledgement of Addenda (1) [x] Bid Bond [x] Non-Collusion Affidavit [x] Public Contract Code Section 10162 Questionnaire [x] List of Proposed Subcontractors [x] Major Material [x] Debarment and Suspension Certification [x] Nondiscrimination Clause [x] Equal Employment Opportunity Clauses [x] Equal Employment Certification [x] Drug Free Workplace Certification [x] Buy American Requirement Certification [x] Federal Contract Provisions [x] Disadvantage Business Enterprise Information [x] Non-Lobbying Certification for Federal-Aid Contracts [x] Disclosure of Lobbying Activities [x] Exhibit 12-E Attachment A/Section 14 Federal Requirement for Federal-Aid Construction Projects [x] Exhibit 15-G Local Agency Bidder DBE Commitment [x] Exhibit 15-H DBE Information-Good Faith Efforts

COUNCIL AGENDA REPORT
City of Brawley

MEETING DATE: June 18, 2013
CITY MANAGER:

PREPARED BY: Ana Gutierrez, Contracts Manager

PRESENTED BY: Guillermo Sillas, Associate Civil Engineer

SUBJECT: Marco Equipment Company and Project No. 2013-13 Purchase of New Compressed Natural Gas (CNG) Street Sweeper.

CITY MANAGER RECOMMENDATION: Award Bid to Marco Equipment Company for Project No. 2013-13 Purchase of New CNG Street Sweeper in the amount of $301,455 and authorize the City Manager to execute all documentation in relation to this project.

DISCUSSION:

The City of Brawley received Congestion Mitigation and Air Quality (CMAQ) funds from the State of California Department of Transportation for the Purchase of a New CNG Street Sweeper.

On May 1, 2013, the City of Brawley Engineering Department advertised Project No. 2013-13 Purchase of New CNG Street Sweeper.

On June 3, 2013 two bids were received as follows:

Marco Equipment Company Pomona, CA	$301,455.00
Haaker Equipment Company La Verne, CA	$307,785.96

The Local Preference Factor does not apply to this project since the funding source requires selection of the lowest responsive bidder.

FISCAL IMPACT: $277,815.00 in CMAQ Funds and $23,640.00 Local Funds.

ATTACHMENT: Bid Summary

BID SUMMARY FOR SPECIFICATION NO. 2013-13: Purchase of CNG Street Sweeper
BID OPEN DATE: June 3, 2013 @ 2:00 PM

CONTRACTOR	BID SCHEDULE	
Haaker Equipment Company 2070 N. White Avenue La Verne, CA 91750	**$307,785.96**	[✓] Proposal [✓] Proposal Signature Page [✓] Bid Schedule [✓] Acknowledgement of Addenda (1 & 2) [✓] Bid Bond [✓] Non-Collusion Affidavit [✓] Public Contract Code Section 10162 Questionnaire [✓] Nondiscrimination Clause [✓] Equal Employment Opportunity Clauses [✓] Equal Employment Certification [✓] Drug Free Workplace Certification [✓] Buy American Requirement Certification [✓] Federal Contract Provisions [✓] Disadvantage Business Enterprise Information [✓] Non-Lobbying Certification for Federal-Aid Contracts [✓] Disclosure of Lobbying Activities [✓] Exhibit 12-E Attachment A/Section 14 Federal Requirement for Federal-Aid Construction Projects [✓] Exhibit 15-G Local Agency Bidder DBE Commitment [ ] Exhibit 15-H DBE Information-Good Faith Efforts

MAR Co. 130 Atlantic St. Pomona, CA 91768	**$301,455.00**	[✓] Proposal [✓] Proposal Signature Page [✓] Bid Schedule [✓] Acknowledgement of Addenda (1 & 2) [✓] Bid Bond [✓] Non-Collusion Affidavit [✓] Public Contract Code Section 10162 Questionnaire [✓] Nondiscrimination Clause [✓] Equal Employment Opportunity Clauses [✓] Equal Employment Certification [✓] Drug Free Workplace Certification [✓] Buy American Requirement Certification [✓] Federal Contract Provisions [✓] Disadvantage Business Enterprise Information [✓] Non-Lobbying Certification for Federal-Aid Contracts [✓] Disclosure of Lobbying Activities [✓] Exhibit 12-E Attachment A/Section 14 Federal Requirement for Federal-Aid Construction Projects [✓] Exhibit 15-G Local Agency Bidder DBE Commitment [✓] Exhibit 15-H DBE Information-Good Faith Efforts

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 06/18/2013
City Manager:

PREPARED BY: Ana Gutierrez, Contract Manager

PRESENTED BY: Guillermo Sillas, Associate Civil Engineer

SUBJECT: George Mitchell Builders, Inc. and Project No. 2013-10, Police Department Replacement Generator.

CITY MANAGER RECOMMENDATION: Award Bid to George Mitchell Builders, Inc. for Project No. 2013-10, Police Department Replacement Generator in the amount of $86,910 and authorize the City Manager to execute all documentation in relation to this project.

DISCUSSION: The Police Department has funds available Asset Forfeitures for the replacement of the Generator. Asset Forfeiture Funds are derived from seizures in which that the City's Police Department participates proceed are intended for Police Department projects.

The new generator has a larger capacity to serve the Emergency Operations Center and the Police Department.

On May 10, 2013, the City of Brawley Engineering Department advertised Project No. 2013-10 Police Department Replacement Generator. On June 11, 2013, five bids were received as follows:

George Mitchell Builders, Inc. Brawley, CA	$ 86,910.00
Gammill Electric, Inc. Azusa, CA	$ 98,356.00
Global Power Group Lakeside, CA	$116,000.00
Trade Mark Construction El Centro, CA	$130,873.00
Cora Contractors, Inc. Palm Desert, CA	$136,631.00

FISCAL IMPACT: $86,910.00 from U.S. Department of Justice Forfeiture Fund for Fiscal Budget 2012/2013 Police Department.

ATTACHMENTS: Bid Summary

BID SUMMARY FOR SPECIFICATION NO. 2013-10: Police Department Replacement Generator
BID OPEN DATE: June 11, 2013 @ 2:00 PM

CONTRACTOR	BID SCHEDULE	
Cora Contructors Inc. 75140 St. Charles Place Suite A Palm Desert, CA 92211	**$136,631.00**	[x] Proposal [x] Proposal Signature Page [x] Bid Schedule [x] Acknowledgement of Addenda (1 & 2) [x] Bid Bond [x] Non-Collusion Affidavit [x] Public Contract Code Section 10162 Questionnaire [x] List of Proposed Subcontractors [x] Major Material [x] Debarment and Suspension Certification [x] Nondiscrimination Clause [x] Equal Employment Opportunity Clauses [x] Equal Employment Certification [x] Drug Free Workplace Certification [x] Buy American Requirement Certification [x] Federal Contract Provisions [x] Disadvantage Business Enterprise Information [x] Non-Lobbying Certification for Federal-Aid Contracts [x] Disclosure of Lobbying Activities [x] Exhibit 12-E Attachment A/Section 14 Federal Requirement for Federal-Aid Construction Projects [x] Exhibit 15-G Local Agency Bidder DBE Commitment [x] Exhibit 15-H DBE Information-Good Faith Efforts

Gammill Electric Inc. 1311 W. Foothill Blvd. Azusa, CA 91702	**$98,356.00**	[x] Proposal [x] Proposal Signature Page [x] Bid Schedule [x] Acknowledgement of Addenda (1 & 2) [x] Bid Bond [x] Non-Collusion Affidavit [x] Public Contract Code Section 10162 Questionnaire [x] List of Proposed Subcontractors [x] Major Material [x] Debarment and Suspension Certification [x] Nondiscrimination Clause [x] Equal Employment Opportunity Clauses [x] Equal Employment Certification [x] Drug Free Workplace Certification [x] Buy American Requirement Certification [x] Federal Contract Provisions [x] Disadvantage Business Enterprise Information [x] Non-Lobbying Certification for Federal-Aid Contracts [x] Disclosure of Lobbying Activities [x] Exhibit 12-E Attachment A/Section 14 Federal Requirement for Federal-Aid Construction Projects [x] Exhibit 15-G Local Agency Bidder DBE Commitment [x] Exhibit 15-H DBE Information-Good Faith Efforts

George-Mitchell Builders, Inc. 1680 Jones Street Brawley, CA 92227	**$$86,910.00**	[x] Proposal [x] Proposal Signature Page [x] Bid Schedule [x] Acknowledgement of Addenda (1 & 2) [x] Bid Bond [x] Non-Collusion Affidavit [x] Public Contract Code Section 10162 Questionnaire [x] List of Proposed Subcontractors [x] Major Material [x] Debarment and Suspension Certification [x] Nondiscrimination Clause [x] Equal Employment Opportunity Clauses [x] Equal Employment Certification [x] Drug Free Workplace Certification [x] Buy American Requirement Certification [x] Federal Contract Provisions [x] Disadvantage Business Enterprise Information [x] Non-Lobbying Certification for Federal-Aid Contracts [x] Disclosure of Lobbying Activities [x] Exhibit 12-E Attachment A/Section 14 Federal Requirement for Federal-Aid Construction Projects [x] Exhibit 15-G Local Agency Bidder DBE Commitment [x] Exhibit 15-H DBE Information-Good Faith Efforts

Global Power Group 12060 Woodside Avenue Lakeside, CA 92040	**$116,000.00**	[x] Proposal [x] Proposal Signature Page [x] Bid Schedule [x] Acknowledgement of Addenda (1 & 2) [x] Bid Bond [x] Non-Collusion Affidavit [x] Public Contract Code Section 10162 Questionnaire [x] List of Proposed Subcontractors [x] Major Material [x] Debarment and Suspension Certification [x] Nondiscrimination Clause [x] Equal Employment Opportunity Clauses [x] Equal Employment Certification [x] Drug Free Workplace Certification [x] Buy American Requirement Certification [x] Federal Contract Provisions [x] Disadvantage Business Enterprise Information [x] Non-Lobbying Certification for Federal-Aid Contracts [x] Disclosure of Lobbying Activities [x] Exhibit 12-E Attachment A/Section 14 Federal Requirement for Federal-Aid Construction Projects [x] Exhibit 15-G Local Agency Bidder DBE Commitment [x] Exhibit 15-H DBE Information-Good Faith Efforts

Trade Mark Construction 998 Industry Way El Centro, CA 92243	**$130,873.00**	[x] Proposal [x] Proposal Signature Page [x] Bid Schedule [x] Acknowledgement of Addenda (1 & 2) [x] Bid Bond [x] Non-Collusion Affidavit [x] Public Contract Code Section 10162 Questionnaire [x] List of Proposed Subcontractors [x] Major Material [x] Debarment and Suspension Certification [x] Nondiscrimination Clause [x] Equal Employment Opportunity Clauses [x] Equal Employment Certification [x] Drug Free Workplace Certification [x] Buy American Requirement Certification [x] Federal Contract Provisions [x] Disadvantage Business Enterprise Information [x] Non-Lobbying Certification for Federal-Aid Contracts [x] Disclosure of Lobbying Activities [x] Exhibit 12-E Attachment A/Section 14 Federal Requirement for Federal-Aid Construction Projects [x] Exhibit 15-G Local Agency Bidder DBE Commitment [x] Exhibit 15-H DBE Information-Good Faith Efforts

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COUNCIL AGENDA REPORT
City of Brawley

MEETING DATE: June 18, 2013
CITY MANAGER: RBm

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

PRESENTED BY: Guillermo Sillas, Associate Civil Engineer

SUBJECT: Contract Change Order No. 1 for Contract 2012-01 Transit Transfer Station in an amount not to exceed $23,638.19.

CITY MANAGER RECOMMENDATION: Authorize Contract Change Order No. 1 to Contract No. 2012-01 Transit Transfer Station in an amount not to exceed $23,638.19 to Hazard Construction Company and authorize the City Manager to execute all documentation in relation to this project.

DISCUSSION: The City of Brawley issued Contract No. 1 2012-01 Transit Transfer Station to Hazard Construction Company. The project has encountered a number of unanticipated conditions on site some changes that need to be made as follows:

1 – Time Delay: Costs associated with the time delay caused by the discovery of three underground fuel tanks. The cost includes supervision costs incurred during the delay along with the rental of the jobsite fence for the duration of the delay from February 28, 2013 through April 22, 2013. $17,769.56

2 – Remove Concrete Footing: Costs associated with removing an existing underground concrete footing $2,970.20

3 – New Sewer Manhole Ring and Cover: Costs associated with raising a manhole to finish grade with a new ring and cover that was buried $2,064.93

4 – Additional Water Service Piping: During the excavation of the fuel tanks, a section of water line had to be removed. Said water line was to be used in the new project. The Contractor installed new additional water line to replace the removed line at no cost. $0.00

5 – Increase Tree Grate Size: It was discovered that the 7 tree grates specified will not work for the tree specified. Need a larger opening. $283.50

6 – Install Drinking Fountain Drain: Plans did not show how the drinking fountain would drain. Costs associated with installing said drain. $550.00

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

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

FISCAL IMPACT: $23,638.19 from the projects contingency funded by a TDA/LTF Article 8e Grant from the Imperial County Transportation Commission

ATTACHMENTS: Change Order No. 1 with backup documentation

City of Brawley
Public Works Department

CONTRACT CHANGE ORDER

Date: 6/3/13		Project Name:	Transit Transfer Station
To:	Hazard Construction Company	Contractor:	Hazard Construction Company
	6465 Marindustry Place	Contract No.:	2012-01
	San Diego, CA 92121	Change Order No.:	1
Attn.:	Jason Mordhorst	Schedule:	A
		Subject:	Time Delay and Misc Underground

Description and Justification of Change in Scope:

1 – Time Delay: Costs associated with the time delay caused by the discovery of three underground fuel tanks. The cost includes supervision costs incurred during the delay along with the rental of the jobsite fence for the duration of the delay from February 28, 2013 through April 22, 2013.

2 – Remove Concrete Footing: Costs associated with removing an existing underground concrete footing that was not known of.

3 – New Sewer Manhole Ring and Cover: Costs associated with raising a manhole to finish grade with a new ring and cover that was buried and not known of.

4 – Additional Water Service Piping: During the excavation of the fuel tanks, a section of water line had to be removed. Said water line was to be used in the new project. The Contractor installed new additional water line to replace the removed line at no cost.

5 – Increase Tree Grate Size: It was discovered that the 7 tree grates specified will not work for the tree specified. Need a larger opening.

6 – Install Drinking Fountain Drain: Plans did not show how the drinking fountain would drain. Costs associated with installing said drain.

Cost Estimate for the above:

Schedule A

Item	Description	Qty	Unit	Unit Price	Total
1	Time Delay	1	LS	$17,769.56	$17,769.56
2	Remove Concrete Footing	1	LS	$2,970.20	$2,970.20
3	New Sewer Manhole Ring and Cover	1	LS	$2,064.93	$2,064.93
4	Additional Water Service Piping	1	LS	$0.00	$0.00
5	Increase Tree Grate Size	1	LS	$283.50	$283.50
6	Install Drinking Fountain Drain	1	LS	$550.00	$550.00
	TOTAL AMOUNT OF THIS CHANGE ORDER:				$23,638.19

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

City of Brawley
Public Works Department

CONTRACT CHANGE ORDER

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 **0** Calendar Day(s). Contract completion date is **July 20, 2013**. This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.

TOTAL ADDITIVE CHANGE:

Current Contract amount:	$1,324,185.00
Amount of Change:	$23,638.19
New Contract amount:	$1,347,823.19

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: _____

HAZARD
CONSTRUCTION

Phone (858) 587-3600
Fax (858) 453-6034
6465 Marindustry Place
San Diego, CA 92121
hazardconstruction.com
License No. 750542 A/B

June 5, 2013

3rd Revised Change Order Request No. 1

City of Brawley
Public Works Department
383 W. Main Street
Brawley, CA 92227

Attention: Steve Sullivan

Re: Brawley Transit Transfer Station
Brawley, California
Contract #2012-01
HCC No. 13002

Gentlemen:

This letter and the following breakdown are written as a result of the Right-of-Way delay caused by the discovery of fuel tanks on the above referenced project. The lump sum price below includes supervision costs incurred during the delay along with the rental of the jobsite perimeter fence for the duration of the delay from February 28, 2013 through April 22, 2013.

I. Contract Addition / Deduction	Approx. Amt.	Unit Price	Total
A. Right-of-Way Delay			
1. Delay costs February 28 through April 22, 2013	1 LS @	$17,769.56 / LS =	$17,769.56
		Grand Total:	$17,769.56

Please issue a contract change order to allow for this revision to our contract scope of work. Thank you for your cooperation.

Sincerely,
HAZARD CONSTRUCTION COMPANY

Jereme Morris
Project Manager

Agreed and Accepted:
City of Brawley

By:_____
Signature
Name/Title:_____
Printed
Date:_____

:sk

cc: Superintendent, File

Brawley Transit Transfer Station Delay Breakdown (Daily)

Supervision				Supervision				Fence	
Date	Hours	Rate	Daily Cost	Date	Hours	Rate	Daily Cost	Date (Month)	Monthly Rate
1-Mar	2.67	$ 94.53	$ 252.08	1-Apr	8	$ 94.53	$ 756.24	March	$ 125.00
				2-Apr	8	$ 94.53	$ 756.24	April	$ 125.00
4-Mar	2.67	$ 94.53	$ 252.08	3-Apr	8	$ 94.53	$ 756.24	**Fence Total**	**$ 250.00**
5-Mar	2.67	$ 94.53	$ 252.08	4-Apr	8	$ 94.53	$ 756.24		
6-Mar	2.67	$ 94.53	$ 252.08	5-Apr	8	$ 94.53	$ 756.24		
7-Mar	2.67	$ 94.53	$ 252.08						
8-Mar	2.67	$ 94.53	$ 252.08	8-Apr	8	$ 94.53	$ 756.24		
				9-Apr	8	$ 94.53	$ 756.24		
11-Mar	2.67	$ 94.53	$ 252.08	10-Apr	8	$ 94.53	$ 756.24		
12-Mar	2.67	$ 94.53	$ 252.08	11-Apr	8	$ 94.53	$ 756.24		
13-Mar	2.67	$ 94.53	$ 252.08	12-Apr	8	$ 94.53	$ 756.24		
14-Mar	2.67	$ 94.53	$ 252.08						
15-Mar	2.67	$ 94.53	$ 252.08	15-Apr	8	$ 94.53	$ 756.24		
				16-Apr	8	$ 94.53	$ 756.24		
18-Mar	2.67	$ 94.53	$ 252.08	17-Apr	8	$ 94.53	$ 756.24		
19-Mar	2.67	$ 94.53	$ 252.08	18-Apr	8	$ 94.53	$ 756.24		
20-Mar	2.67	$ 94.53	$ 252.08	19-Apr	8	$ 94.53	$ 756.24		
21-Mar	2.67	$ 94.53	$ 252.08						
22-Mar	2.67	$ 94.53	$ 252.08	22-Apr	8	$ 94.53	$ 756.24		
						April Total	**$ 12,099.84**		
25-Mar	2.67	$ 94.53	$ 252.08						
26-Mar	2.67	$ 94.53	$ 252.08						
27-Mar	2.67	$ 94.53	$ 252.08						
28-Mar	2.67	$ 94.53	$ 252.08						
29-Mar	4.00	$ 94.53	$ 378.12						
		March Total	**$ 5,419.72**						

March Supervision	$ 5,419.72
April Supervision	$ 12,099.84
Fence Rental	$ 250.00
	$ 17,769.56

HAZARD
CONSTRUCTION

Phone (858) 587-3600
Fax (858) 453-6034
6465 Marindustry Place
San Diego, CA 92121
hazardconstruction.com
License No. 750542A/B

May 29, 2013

Change Order Request No. 2

City of Brawley
Public Works Department
383 W. Main Street
Brawley, CA 92227

Attention: Steve Sullivan

Re: Brawley Transit Transfer Station
Brawley, California
Contract #2012-01
HCC No. 13002

Gentlemen:

This letter and the following breakdown are written as a result of your request for Hazard to perform work at a time and materials basis removing buried man-made objects, extra work reports are included in the change order request and shown below.

I. Contract Addition / Deduction	Approx. Amt.	Unit Price	Total
A. Buried Man-Made Object			
1. DEWR 11381 (4/23/13)	1 LS @	$1,573.58 / LS =	$1,573.58
1. DEWR 11382 (4/24/13)	1 LS @	$920.12 / LS =	$920.12
1. DEWR 11385 (4/29/13)	1 LS @	$476.50 / LS =	$476.50
		Grand Total:	$2,970.20

Please issue a contract change order to allow for this revision to our contract scope of work. Thank you for your cooperation.

Sincerely,
HAZARD CONSTRUCTION COMPANY

Jeremie Morris
Project Manager

Agreed and Accepted:
City of Brawley

By: _____
Signature

Name/Title: _____
Printed

Date: _____

:sk

cc: Superintendent File

HAZARD
CONSTRUCTION

Phone (858) 587-3600
Fax (858) 453-6034
6465 Marindustry Place
San Diego, CA 92121
hazardconstruction.com
License No. 750542 A/B

DAILY EXTRA WORK TICKET

CUSTOMER: CITY OF BRAWLEY
JOB NAME: BRAWLEY TRANSIT

WORK REPORT: 11381
DATE PERFORMED: 4/23/2013
JOB NO.: 13002
COST CODE: 801

LABOR & EQUIPMENT	EQUIP. NO.	HOURS ST	HOURS OT	ST RATE	OT RATE	ST AMOUNT	OT AMOUNT	TOTAL
FOREMAN W/TRUCK	P520	6.0		114.00		684.00	-	$ 684.00
SKIP LOADER W/OPERATOR	574	2.0		121.00		242.00	-	$ 242.00
BACKHOE W/BREAKER (BARE)	R107	4.0		27.02		108.08	-	$ 108.08
OPERATOR		4.0		86.00		344.00	-	$ 344.00
MOVE IN/OUT	R107	2.0		97.75		195.50	-	$ 195.50
						-	-	$ -
						-	-	$ -
						-	-	$ -
MATERIALS	**UNITS**	**QTY**						
						-	-	$ -
						-	-	$ -
						-	-	$ -
							TOTAL	$ 1,573.58

DAILY EXTRA WORK REPORT

HAZARD CONSTRUCTION

P.O. BOX 229000, SAN DIEGO, CA 92192
(858) 587-3600

STATE LIC. #750542A/B

CUSTOMER City of Brawley

WORK REPORT 11381

JOB NAME / LOCATION Brawley transit

DATE PERFORMED 4/23/13

DESCRIPTION OF WORK Re Balance Subgrade and Remove Man-made buried object.

CHARGE TO JOB # 13002

COST CODE 801

SUPERINTENDENT S. Miller

REQUESTED BY Stelle Sullivan

PURCHASE ORDER #

FOREMAN Barajas

DESCRIPTION OF CHARGES	EQUIP. NO.	HOURS ST	HOURS OT	RATE	EXTENSION
LABOR & EQUIPMENT 1- Foreman w/ truck	A520	6			
1- operator w/ skip loader	574	2			
1- operator w/ Backhoe w/ Brakes (Move in + Move out)	R107	4			
MOVE-IN ☐ MOVE-OUT ☐					
MATERIALS					

I certify work and/or materials on this Work Order have been performed and/or received in good condition and the labor and equipment hours and material quantities are correct.

TOTAL AMOUNT

CUSTOMER'S AUTHORIZED REPRESENTATIVE:

COMMENTS

Signature [signature] Title Reyes Field II Date 4/24/13

339

White - Office Canary - Customer Green with Time Sheet Pink - Field Copy

HAZARD
CONSTRUCTION

Phone (858) 587-3600
Fax (858) 453-6034
6465 Marindustry Place
San Diego, CA 92121
hazardconstruction.com
License No. 750542 A/B

DAILY EXTRA WORK TICKET

CUSTOMER: CITY OF BRAWLEY
JOB NAME: BRAWLEY TRANSIT

WORK REPORT: 11382
DATE PERFORMED: 4/24/2013
JOB NO.: 13002
COST CODE: 801

LABOR & EQUIPMENT	EQUIP. NO.	HOURS ST	HOURS OT	ST RATE	OT RATE	ST AMOUNT	OT AMOUNT	TOTAL
SKIP LOADER W/OPERATOR	574	2.0		121.00		242.00	-	$ 242.00
BACKHOE (BARE)	R107	6.0		27.02		162.12	-	$ 162.12
OPERATOR		6.0		86.00		516.00	-	$ 516.00
						-	-	$ -
						-	-	$ -
						-	-	$ -
						-	-	$ -
						-	-	$ -
MATERIALS	**UNITS**	**QTY**						
						-	-	$ -
						-	-	$ -
						-	-	$ -
							TOTAL	**$ 920.12**

340

HAZARD CONSTRUCTION

Phone (858) 587-3600
Fax (858) 453-6034
6465 Marindustry Place
San Diego, CA 92121
hazardconstruction.com
License No. 750542 A/B

DAILY EXTRA WORK TICKET

CUSTOMER: CITY OF BRAWLEY
JOB NAME: BRAWLEY TRANSIT

WORK REPORT: 11385
DATE PERFORMED: 4/29/2013
JOB NO.: 13002
COST CODE: 801

LABOR & EQUIPMENT	EQUIP. NO.	HOURS ST	HOURS OT	ST RATE	OT RATE	ST AMOUNT	OT AMOUNT	TOTAL
FOREMAN W/TRUCK	P520	1.0		114.00		114.00	-	$ 114.00
SKIP LOADER W/OPERATOR	574	1.0		121.00		121.00	-	$ 121.00
SEMI END DUMP W/DRIVER		1.5		103.50		155.25	-	$ 155.25
						-	-	$ -
						-	-	$ -
						-	-	$ -
						-	-	$ -
						-	-	$ -
MATERIALS	**UNITS**	**QTY**						
DUMP FEE'S (1 LOAD)		1.0		86.25		86.25	-	$ 86.25
						-	-	$ -
						-	-	$ -
							TOTAL	**$ 476.50**

341

DAILY EXTRA WORK REPORT

HAZARD CONSTRUCTION

P.O. BOX 229000, SAN DIEGO, CA 92192
(858) 587-3600

STATE LIC. #750542A/B

CUSTOMER City of Brawley — WORK REPORT 11385

JOB NAME / LOCATION Brawley transit — DATE PERFORMED 4/29/13

DESCRIPTION OF WORK Loaded & Hauled out Concrete that was part of man-made buried objects. — CHARGE TO JOB # 13002

COST CODE 861

SUPERINTENDENT Mike

REQUESTED BY Stella Sullivan — PURCHASE ORDER # — FOREMAN

DESCRIPTION OF CHARGES	EQUIP. NO.	HOURS ST	HOURS OT	RATE	EXTENSION
LABOR & EQUIPMENT 1- Foreman w/ truck	P500	1			
1- operator w/ skid loader	574	1			
1- Semi End Dump Elm.		1 1/2			
Dump Fee's 1 EA Load.				$75.00	
MOVE-IN ☐ MOVE-OUT ☐					
MATERIALS					

I certify work and/or materials on this Work Order have been performed and/or received in good condition and the labor and equipment hours and material quantities are correct.

TOTAL AMOUNT

CUSTOMER'S AUTHORIZED REPRESENTATIVE:

COMMENTS

Signature — Title: Foy — Date: 5/2/13

White - Office Canary - Customer Green with Time Sheet Pink - Field Copy

HAZARD
CONSTRUCTION

Phone (858) 587-3600
Fax (858) 453-6034
6465 Marindustry Place
San Diego, CA 92121
hazardconstruction.com
License No. 750542 A/B

May 29, 2013

Change Order Request No. 3

City of Brawley
Public Works Department
383 W. Main Street
Brawley, CA 92227

Attention: Steve Sullivan

Re: Brawley Transit Transfer Station
Brawley, California
Contract #2012-01
HCC No. 13002

Gentlemen:

This letter and the following breakdown are written as a result of your request to remove and replace an existing manhole including repairing broken and dislodged blocks and install new grade rings with a concrete support collar. Please see the attached proposal from our subcontractor, A & R Construction.

I. Contract Addition / Deduction	Approx. Amt.	Unit Price	Total
A. Sewer Improvements			
1. Remove, Replace Manhole Ring and Cover	1 LS @	$1,877.21 / LS =	$1,877.21
		Subcontractor Markup 10% =	$187.72
		Grand Total:	$2,064.93

Please issue a contract change order to allow for this revision to our contract scope of work. Thank you for your cooperation.

Sincerely,
HAZARD CONSTRUCTION COMPANY

Jereme Morris
Project Manager

Agreed and Accepted:
City of Brawley

By: _____
Signature

Name/Title: _____
Printed

Date: _____

:sk

cc: Superintendent File

TERRY ROBERTSON, INC., dba
A&R CONSTRUCTION
LICENSE NO 787760
OFFICE (760) 344-4653 • FAX (760) 344-4146
1631 RIVER DRIVE • BRAWLEY, CA 92227-1747

CHANGE ORDER

TO **Hazard Construction** **6465 Marindustry Place** **San Diego CA 92121** Contract#	PROJECT **201336** **Brawley Transfer Station** **6465 Marindustry Place** **San Diego CA 92121**	ORDER 3 ORDER DATE 05/20/2013 ORDERED BY SUBMITTED TO

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

PLANS ATTACHED ☐
SPECIFICATIONS ATTACHED ☐

Description of Work	Amount
We propose to remove the existing 24" manhole ring & cover and repair the broken & dislodged blocks provide & install new 24"X3" concrete grade rings and a new SBF 1900 Manhole ring & cover with a concrete support collar	
Materials:	
1-SBF 1900 Ring & Cover @ $325.00	325.00
1- 24"X3" Concrete grade ring @ $81.73	81 73
Misc Concrete & Products @ $35.00	35.00
1.5 cy 4500 LB Concrete @ $95.00	142.50
Equipment:	
Service Truck 2.5 hrs @ $60.00	150.00
Backhoe 2.5 hrs @ $130.00	325.00
Labor:	
Foreman 2.5 hrs @ $85.00	212.50
(2) Laborers 4 hrs @ $80.00	320.00
Tax @ 8%	46.73
15% Overhead & Profit	238.75

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change 1,877.21

The original Contract Sum was	82,625.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	82,625.00
The Contract Sum will be changed by this Change Order	1,877.21
The new Contract Sum including this Change Order will be	84,502.21
The Contract Time will be changed by	0 Days

Approved Date 5-21-13
Contractor _____

Approved Date _____
Owner _____

HAZARD
CONSTRUCTION

Phone (858) 587-3600
Fax (858) 453-6034
6465 Marindustry Place
San Diego, CA 92121
hazardconstruction.com
License No. 750542 A/B

May 29, 2013

Change Order Request No. 4

City of Brawley
Public Works Department
383 W. Main Street
Brawley, CA 92227

Attention: Steve Sullivan

Re: Brawley Transit Transfer Station
Brawley, California
Contract #2012-01
HCC No. 13002

Gentlemen:

This letter is to propose a no cost change order to extend the existing 1" water service. Please see the attached proposal from our subcontractor, A & R Construction

I. Contract Addition / Deduction	Approx. Amt.	Unit Price	Total
A. Water Improvemetns			
1. Extend existing 1" water service	1 LS @	$0.00 / LS =	$0.00
		Subcontractor Markup 10% =	$0.00
		Grand Total:	$0.00

Please issue a contract change order to allow for this revision to our contract scope of work. Thank you for your cooperation.

Sincerely,
HAZARD CONSTRUCTION COMPANY

Jereme Morris
Project Manager

Agreed and Accepted:
City of Brawley

By:_____
Signature

Name/Title:_____
Printed

Date:

:sk

cc: Superintendent, File

TERRY ROBERTSON, INC dba
A&R CONSTRUCTION
LICENSE NO. 707760
OFFICE (760) 344-4653 • FAX (760) 344-4146
1631 RIVER DRIVE • BRAWLEY, CA 92227-1747

CHANGE ORDER

TO **Hazard Construction** **6465 Marindustry Place** **San Diego CA 92121** Contract#	PROJECT **201336** **Brawley Transfer Station** **6465 Marindustry Place** **San Diego CA 92121**	ORDER 2 ORDER DATE 05/20/2013 ORDERED BY SUBMITTED TO

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

PLANS ATTACHED ☐
SPECIFICATIONS ATTACHED ☐

Description of Work	Amount
We propose a no cost change order to extend the existing 1" Water Service to its present location. The balance of the water service is covered under contract Item #28 per our proposal.	

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change 0.00

The original Contract Sum was	82,625.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	82,625.00
The Contract Sum will be changed by this Change Order	0.00
The new Contract Sum including this Change Order will be	82,625.00
The Contract Time will be changed by	0 Days

Approved Date 5-21-13
Contractor _____

Approved Date _____
Owner _____

HAZARD
CONSTRUCTION

Phone (858) 587-3600
Fax (858) 453-6034
6465 Marindustry Place
San Diego, CA 92121
hazardconstruction.com
License No. 750542 A/B

May 30, 2013

Revised Change Order Request No. 5

City of Brawley
Public Works Department
383 W. Main Street
Brawley, CA 92227

Attention: Steve Sullivan

Re: Brawley Transit Transfer Station
Brawley, California
Contract #2012-01
HCC No. 13002

Gentlemen:

This letter and the following breakdown are written as a result of a required increase in the opening of the tree grates to accommodate the palm trees called out on the plans. Attached is a breakdown from our supplier, South Bay Foundry.

I. Contract Addition / Deduction	Approx. Amt.	Unit Price	Total
A. Hardscape			
1. Increase opening in Tree Grates	1 LS @	$283.50 / LS =	$283.50
		Grand Total:	$283.50

Please issue a contract change order to allow for this revision to our contract scope of work. Thank you for your cooperation.

Sincerely,
HAZARD CONSTRUCTION COMPANY

Jereme Morris
Project Manager

Agreed and Accepted:
City of Brawley

By:_____
Signature
Name/Title:_____
Printed
Date:_____

:sk

cc: Superintendent, File

SOUTH BAY FOUNDRY
www.southbayfoundry.com

Date 5/2/2013
Quote # B012-12 Brawley Add 2
Quote By Linda
Contact linda@southbayfoundry.com

LODI/SAN BERNARDINO/SANTEE
Phone (619) 956-2780 Fax (619) 956-2788

Customer: Hazard Construction
Contact: Jereme Morris
Phone: (858) 587-3600
Fax/Email: Jereme Morris
Job Name: Brawley Transit Transfer Station
Location: Brawley, Imperial County, CA 92227
Architect: Teshima Design
Start Date:

Item #		Quantity	Description	Price Each	Extended Total
MISC Labor	7	7 sets 21 pieces	Open up tree grate hole to 30" (or next closest rib).	37.50	$262.50
			NO FORKLIFT ON TRUCK. CLIENT TO OFFLOAD PRODUCT		

Quantities on bid items are for bid purposes only and should be verified before material is ordered.
Add Sales Tax, if applicable
We accept Visa, MasterCard, Amex, Discover

Subtotal	$262.50
Tax	$21.00
TOTAL	$283.50

HAZARD
CONSTRUCTION

Phone (858) 587-3600
Fax (858) 453-6034
6465 Marindustry Place
San Diego, CA 92121
hazardconstruction.com
License No. 750542A/B

May 29, 2013

Change Order Request No. 6

City of Brawley
Public Works Department
383 W. Main Street
Brawley, CA 92227

Attention: Steve Sullivan

Re: Brawley Transit Transfer Station
Brawley, California
Contract #2012-01
HCC No. 13002

Gentlemen:

This letter and the following breakdown are written are as a result of your direction to install a 2" drain line from the drinking fountain to the storm drain discharge system. Attached is a breakdown from our subcontractor, A & R Construction.

I. Contract Addition / Deduction	Approx. Amt.	Unit Price	Total
A. Storm Drain			
1. Install Drinking Fountain Drain Line	1 LS @	$500.00 / LS =	$500.00
		Subcontractor Markup =	$50.00
		Grand Total:	$550.00

Please issue a contract change order to allow for this revision to our contract scope of work. Thank you for your cooperation.

Sincerely,
HAZARD CONSTRUCTION COMPANY

Jereme Morris
Project Manager

Agreed and Accepted:
City of Brawley

By:_____
Signature
Name/Title:_____
Printed
Date:_____

:sk

cc: Superintendent, File

TERRY ROBERTSON, INC dba
A&R CONSTRUCTION
LICENSE NO. 787700
OFFICE (760) 344-4653 • FAX (760) 344 4146
1631 RIVER DRIVE • BRAWLEY, CA 92227 1747

CHANGE ORDER

TO **Hazard Construction** **6465 Marindustry Place** **San Diego CA 92121** Contract#	PROJECT **201336** **Brawley Transfer Station** **6465 Marindustry Place** **San Diego CA 92121**	ORDER 1 ORDER DATE 05/20/2013 ORDERED BY SUBMITTED TO

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

PLANS ATTACHED ☐
SPECIFICATIONS ATTACHED ☐

Description of Work	Amount
We propose to provide and install all labor & Equipment to install one 2" drinking fountain drain line connected to the Storm Drain discharge system stubbed up per your direction for a Lump Sum Price of $500.00.	500.00

Negative changes will lower the overall contract price requiring no additional payment by owner

Requested Amount of Change 500.00

The original Contract Sum was	82,625.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	82,625.00
The Contract Sum will be changed by this Change Order	500.00
The new Contract Sum including this Change Order will be	83,125.00
The Contract Time will be changed by	0 Days

Approved Date 5-21-13
Contractor [signature]

Approved Date _____
Owner _____

COUNCIL AGENDA REPORT
City of Brawley

MEETING DATE: 6/18/13

CITY MANAGER: RBM

PREPARED BY: Yazmin Arellano, P.E., Public Works Director

PRESENTED BY: Guillermo Sillas, P.E., Associate Civil Engineer

SUBJECT: South 5th Street and Imperial County Air Pollution Control District (APCD) Rule 310 Funds

CITY MANAGER RECOMMENDATION: Decline Participation in the Memorandum of Understanding for Rule 310 Funds with APCD for South 5th Street Improvements.

DISCUSSION: The APCD administers the Rule 310 Operational Development Fee Program to mitigate air quality impacts associated with County of Imperial projects. The goal of the program is to preserve and protect public health, public safety and the environment.

The City of Brawley applied for APCD Rule 310 funds to pave a portion of S. 5th Street from Malan Street to southern City limits within the City of Brawley. The funds requested in the application totaled $252,500, including the Engineer's Estimate of $247,500 and $5,000 for Administrative Costs. The work in the Engineer's Estimate included the construction of S. 5th Street to City Standards, the installation of curb and gutter, sidewalk, driveways and accessibility ramps. Design and Construction Management were to be delivered in house by the City Engineering Division. The project's main benefit to the City included the reduction of dust created by vehicle and truck trips in the area for the benefit of nearby residents and two businesses.

Unfortunately, Rule 310 funds available this fiscal year were limited to $60,000. City staff explored different funding scenarios, as well as various options for street construction, including reduction of the scope of work. City staff met weekly with commercial property owner representatives along S. 5th Street to invite and encourage financial participation. While the representatives indicated interest in the improvement project, they have declined to move forward. At this juncture, the City must withdraw from participation in the MOU with APCD due to the inability to deliver the scope of work with the funds available.

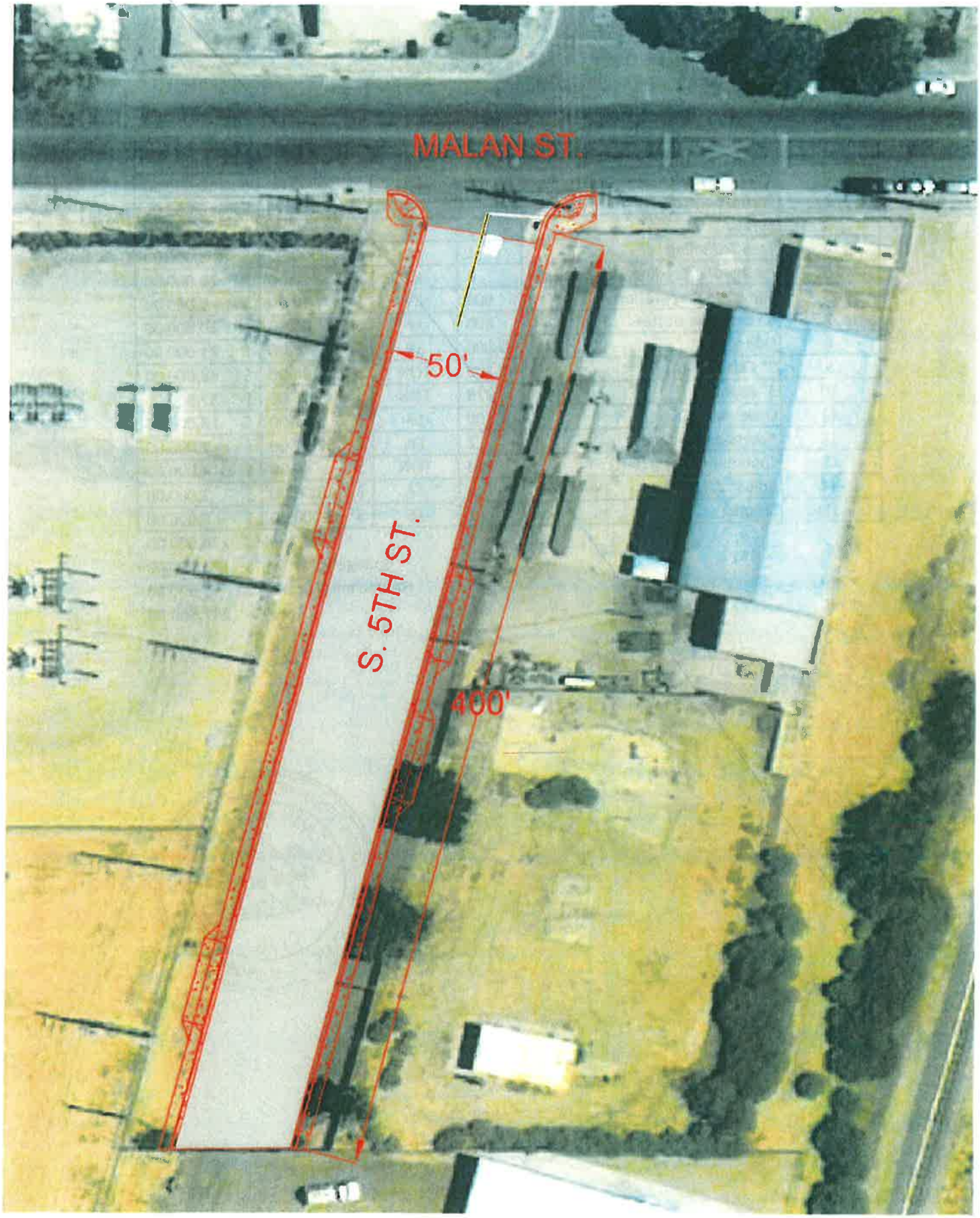
City staff intends to pursue future Rule 310 funding in fiscal Year 2013-2014. The proposed scope of work and any private property owner participation will be thoroughly vetted in advance of submittal.

FISCAL IMPACT: None.

ATTACHMENTS: Engineer's Estimate, Project Map

Engineers Estimate of Probable Cost
S. 5th St. between Malan St. and Southerly End
10/31/2012

Item	Description	QTY	Unit	Unit Price	Amount
1	Mob / Demob	1	LS	$ 10,000.00	$ 10,000.00
2	Traffic Control	1	LS	$ 5,000.00	$ 5,000.00
3	Survey & Staking	1	LS	$ 7,500.00	$ 7,500.00
4	Tree Trimming	1	LS	$ 3,000.00	$ 3,000.00
5	Earthwork, Grading, Removals	1	LS	$ 25,000.00	$ 25,000.00
6	Subgrade Preparation	900	CY	$ 10.00	$ 9,000.00
7	6" Curb and Gutter	800	LF	$ 25.00	$ 20,000.00
8	Sidewalk	3,000	SF	$ 7.00	$ 21,000.00
9	9" Class II Base	1,200	TON	$ 40.00	$ 48,000.00
10	3" Asphalt	375	TON	$ 100.00	$ 37,500.00
11	Driveway	1,500	SF	$ 12.00	$ 18,000.00
12	Accessibility Ramp	2	EA	$ 3,500.00	$ 7,000.00
13	Shoulder Backing (5-ft)	100	TON	$ 40.00	$ 4,000.00
14	Adjust Valve Can	2	EA	$ 1,000.00	$ 2,000.00
15	Striping	1	LS	$ 3,000.00	$ 3,000.00
				Subtotal	$ 220,000.00
				Contigency (10%)	$ 22,000.00
				Geotechnical (2.5%)	$ 5,500.00
				Total	**$ 247,500.00**


MALAN ST.
50'
S. 5TH ST.
400'

RECORD OF BUILDING PERMITS

May 2013

Prepared by: Francisco Soto, Building Official

Prepared As of: 06-04-13

DATE ISSUED	PERMIT NUMBER	PERMIT DESCRIPTION	ASSESSOR PARCEL NUMBER	ADDRESS	OWNER	ISSUED TO	COST OF IMPROVEMENTS
05/01/13	24764	Electrical	047-250-018	1685 "C" Street	Alma T. Martinez	Owner	N/A
05/02/13	24765	Carport	049-113-009	1190 "H" Street	Marciano Peinado	Owner	7,000.00
05/02/13	24766	Replace Ceiling	047-342-025	124 N. Plaza Street	Brawley Community Foundation	Green Construction	2,500.00
05/02/13	24767	Apartment Fire Repair	047-050-018	1060 N. Imperial Ave.,#84	Imperial Valley Housing	Sun Country Restoration	40,055.18
05/02/13	24768	Garage Fire Repair	046-253-025	495 W. "B" Street	Aurora Smith	Servpro of EL Centro/Salton City	8,817.13
05/02/13	24769	Plumbing	048-052-005-000	144 Main Street, Ste. C	Lessee: Reynaldo Maldonado	Lessee	N/A
05/03/13	24770	Room Additions	048-340-003	867 Rodeo Drive	Jason & Cheyenne Taylor	George Mitchell Builders	246,931.80
05/06/13	24771	Electrical	048-332-009-000	893 Steven Street	Jamie Otero	Stills Electric	N/A
05/07/13	24772	Plumbing	046-181-023-000	430 N. 2nd Street	Brawley Christian Academy	Jim O'Malley Plumbing	N/A
05/07/13	24773	Inspection Fee Only	049-163-029-000	1106 "J" Street	Beneficial Financial Inc.	Owner	N/A
05/07/13	24774	Partial Demo	049-021-009-000	558 Main Street	Jongeward Family Trust	Owner	N/A
05/08/13	24775	Patio	048-401-009	953 Santillan Street	Liezel Miciano	Owner	9,100.00
05/09/13	24776	Electrical	048-071-009-000	467 Russell Road	Kathryn Jansen	Omega Electric	N/A
05/10/13	24777	Patio	048-275-021-000	868 Shelbie Avenue	Victor Flores	Owner	10,944.00
05/10/13	24778	Tenant Improvement	048-430-002	1050 S. Brawley,102,104,105	Marquee-Brawley LLC	Duggins Construction, Inc.	70,000.00
05/13/13	24779	Cement Pad	047-352-001-000	260 N. 9th Street	Valley Spreader	A.M. Desert Storm	3,000.00
05/14/13	24780	New House	049-172-027	1301 "K" Street	Victor Solis	R. Garcia Construction, Inc.	115,166.60
05/14/13	24781	Electrical/Mechanical	049-022-012-000	596 "G" Street	Osama Masad	Owner	N/A
05/14/13	24782	House Remodel	047-294-010	1186 Peach Street	Jerry Guana	Arrowhead Construction	35,000.00
05/14/13	24783	Replace Awnings	047-364-031	1101 Main Street	Augustina F. Gibson	Westerner Products	6,710.09
05/15/13	24784	Plumbing	047-010-009-000	57 E. Shank Road	National Beef	Mill Construction	N/A
05/20/13	24785	Electrical	047-480-044-000	1647 E. Main Street	Larry Wyatt	Stills Electric	N/A
05/21/13	24786	Electrical	046-344-014	998 Pater Street	J.P. Morgan Chase Bank	Owner	N/A
05/22/13	24787	Plumbing	048-275-046-000	122 McKenzie Place	Martin Auza	Wasser Construction	N/A
05/23/13	24788	Demo Partitions	046-212-022	205 Main Street	Sun Community FCU	TWG General Contractor	N/A
05/23/13	24789	Inspection Fee Only	047-264-02	508 1/2 "C" Street	Roberto Suarez	Owner	N/A
05/24/13	24790	House Remodel	048-083-007	338 Andrita Place	Manuel Castro	Trifecta Construction	285,000.00
05/28/13	24791	Electrical	047-430-058	1573 "A" Street	Lorenzo Garcia	Owner	N/A
05/28/13	24792	Mechanical	048-193-002-000	133 "K" Street	First Methodist Church	Air Comfort	N/A
05/29/13	24793	Electrical	048-222-025	675 S. Imperial Avenue	Ray Wright	Owner	N/A
05/30/13	24794	Plumbing/Mechanical	047-363-017	1125 "E" Street	Luis Soto	Owner	N/A
05/31/13	24795	Demo Pool	048-131-002	362 W. "J" Street	Shelvie Crittendon	Primo Construction	N/A
05/31/13	24796	Electrical	048-212-007	655 S. 3rd Street	Toni E. Ferrel	Owner	N/A

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05/31/13	24797	Plumbing	047-165-021	1455 Magnolia Street	Lessee: Migrant Head Start	Roto Rooter Plumbers	N/A