



**Brawley City Council and  
Successor Agency to  
Brawley Community Redevelopment Agency  
Agenda  
Regular Meeting  
Tuesday, October 16, 2012 @ 6:00 PM  
City Council Chambers  
383 Main Street  
Brawley, California 92227**

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

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

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

1. **PUBLIC APPEARANCES/COMMENTS** (Not to exceed 4 minutes) *this is the time for the public to address the Council on any item not appearing on the agenda 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. Charlene Wardlow, ORMAT Nevada Inc. Update



- b. Update Re: Recent Fire Events in the City of Brawley

5. **DEPARTMENTAL REPORTS & INFORMATIONAL ITEMS**

- a. Memorandum Re: Six Month Update on Credit Card Processing at Various City Locations – Ruby Walla, Finance Director **pp 92-93**
- b. City of Brawley Abandoned Vehicle Abatement Progress Report, September 2012; Record of Building Permits, September 2012 – Francisco Soto, Building Official **pp 94-97**

6. **TREASURER’S REPORT**

7. **CITY MANAGER’S REPORT**

8. **CITY ATTORNEY’S REPORT**

9. **CLOSED SESSION**

- a. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9(a)): Jupiter Ventures vs. City of Brawley
- b. Conference with Labor Negotiator  
Agency Designated Representative: Rosanna Bayon Moore  
Employee Organizations:
  - 1. Brawley Police Sergeants Association
  - 2. Brawley Public Safety Employees Association

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

*Janet P. Smith*, Deputy City Clerk

Check Register Report

Date: 09/27/20

Time: 3:05 P

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City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
20929	09/25/2012	Printed	M928	ELDA MURILLO	Relocation Benefits/E. Murillo	685.
20930	09/27/2012	Printed	A105	A T S LABS, INC.	TDS Testing August 2012	580.
20931	09/27/2012	Printed	A368	AFLAC INC.	Flex One Service Sept. 2012	55.
20932	09/27/2012	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	235.
20933	09/27/2012	Printed	A202	APWA	ASCE Lunch Meeting/Arellano,	36.
20934	09/27/2012	Printed	A784	AT&T	Teen Center Telephone Service	82.
20935	09/27/2012	Printed	A592	AUTO ZONE, INC. #2804	Spark Plugs-Parks Weed Eaters	59.
20936	09/27/2012	Printed	B026	BRUCE ERIC JR. BELL	Refund Deposit 1037 D Street	176.
20937	09/27/2012	Printed	B232	BIOMETRICS4ALL, INC.	Livescan March Fee	7.
20938	09/27/2012	Printed	B215	BRAWLEY FLORAL	Flowers/Rotner Promotion	43.
20939	09/27/2012	Printed	B269	BRAWLEY TRACTOR PARTS	Filters - City Fleet	255.
20940	09/27/2012	Printed	B550	KELLY BROWN	Travel Adv Leadership Training	481.
20941	09/27/2012	Printed	C312	CA PUBLIC EMP. RETIREMENT SYST	Oct. 2012 Health Insurance	79,831.
20942	09/27/2012	Printed	C286	JEFFERY CALDERON	Refund Dep/OvPymt 1003 EUCA	462.
20943	09/27/2012	Printed	C943	COLDWELL BANKER	Refund Deposit 730 Milano Ct	98.
20944	09/27/2012	Printed	C423	CONSOLIDATED ELECTRICAL DIST I	24 Hour Timer	105.
20945	09/27/2012	Printed	C290	NATALIE & J MC KADE COOK	Refund OverPayment 754 MILC	160.
20946	09/27/2012	Printed	C007	SAM COUCHMAN	Reimburse Travel/League Of CA	267.
20947	09/27/2012	Printed	C747	COUNTY RV REPAIRS & SALES, LLC	Replace Carpet, Upholster Seat	3,692.
20948	09/27/2012	Printed	C596	CURTIS ROADRUNNER LOCK & SAFE	Changed Locks/Teen Center	100.
20949	09/27/2012	Printed	D307	DDC ELECTRIC SUPPLY, INC.	Weather Proof Outlet	10.
20950	09/27/2012	Printed	D478	DEPARTMENT OF JUSTICE	Fingerprint Applications	476.
20951	09/27/2012	Printed	D898	DUFLOCK & ASSOCIATES	Refund Deposit 919 Jennifer St	191.
20952	09/27/2012	Printed	D026	DUGGINS CONSTRUCTION, INC.	Retention/Fire Station #2	22,500.
20953	09/27/2012	Printed	E145	ELMS EQUIPMENT	Credit Repairs Weedeater	364.
20954	09/27/2012	Printed	E157	EXCAL VISUAL	Storm Watch DVD Training Kit	999.
20955	09/27/2012	Printed	F557	FAMILY CHRISTIAN CENTER	Refund Deposit/L.C. Pool	100.
20956	09/27/2012	Printed	G152	GARCIA CONSTRUCTION	Refund Deposit 246 G Street	65.
20957	09/27/2012	Printed	G826	GCR TIRE CENTER, INC.	Tires #21 Streets	2,321.
20958	09/27/2012	Printed	G512	RICARDO GUTIERREZ	Travel Adv LE Decision Making	178.
20959	09/27/2012	Printed	H119	HAAKER EQUIPMENT CO., INC.	Suction #104 Sewer	371.
20960	09/27/2012	Printed	H204	HORTENCIA HERNANDEZ	Refund Deposit 872 W Steven	69.
20961	09/27/2012	Printed	H102	DAVID HOLETZ	Travel Adv LE Decision Making	562.
20962	09/27/2012	Printed	H377	HYDRAULICS & BEARING SUPPLY IN	T-Bolt Clamps #104 Sewer	12.
20963	09/27/2012	Printed	I561	IGLESIA CRISTIANA TORRE FUERTE	Refund Deposit 545 E Street	238.
20966	09/27/2012	Printed	I301	IMPERIAL HARDWARE CO., INC.	Wall Light Switch	421.
20967	09/27/2012	Printed	I443	IMPERIAL PRINTERS	Applications & Agreements	244.
20968	09/27/2012	Printed	I009	IMPERIAL REAL ESTATE	Refund Dep/Pymt 631 N 13th	181.
20969	09/27/2012	Printed	J380	JADE SECURITY SYSTEMS, INC.	Alarm Monitoring Sept. 2012	54.
20970	09/27/2012	Printed	K155	REGINA & DAVID KIM	Refund Dep/OvPymt 1064 RIDG	287.
20971	09/27/2012	Printed	K432	KIMBALL MIDWEST	Stethoscope, Tape - Shop	84.
20972	09/27/2012	Printed	K915	ROBERT D. KOON	Refund Dep/OvPymt 1039 WALS	202.
20973	09/27/2012	Printed	L223	LANDMARK CONSULTANTS, INC.	Soil Sampling/Various Streets	4,265.
20974	09/27/2012	Printed	L990	MARIA LOPEZ	Refund Deposit 246 NCCH	128.
20975	09/27/2012	Printed	M933	M.S.D. DIESEL SERVICE INC	Repair Investigations Unit	222.
20976	09/27/2012	Printed	M728	JENNIFER MADDY	Refund Deposit 727 Sequoia Ct	154.
20977	09/27/2012	Printed	M871	MAR-CO EQUIPMENT COMPANY	Return Gauge #16 Streets	243.
20978	09/27/2012	Printed	M892	KEVIN T. MCGOVERN	Refund Deposit 242 West D St	176.
20979	09/27/2012	Printed	M004	MCNEECE BROS OIL COMPANY	Fuel #175 Right Of Ways	14,300.
20980	09/27/2012	Printed	M881	MOTOROLA, INC.	Radio System Service Agreement	2,926.
20981	09/27/2012	Printed	N418	NEXTEL COMMUNICATIONS, INC.	Cell Phone Charges - Council	178.
20982	09/27/2012	Printed	N045	NORTHEND AUTOPARTS, INC.	Brake Rotor #909 P.D.	448.

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Check Register Report

Date: 09/27/20  
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City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amot
20983	09/27/2012	Printed	0567	JIM O'MALLEY PLUMBING	Closet Kit	148.0
20984	09/27/2012	Printed	O233	O'REILLY AUTO PARTS	Air Filter #45 Parks	31.0
20985	09/27/2012	Printed	O755	OCE IMAGISTICS, INC.	Copier Maint. 9/1-9/30	11.0
20986	09/27/2012	Printed	O880	OFFICE DEPOT, INC.	Hanging File Folder P.W.	470.0
20987	09/27/2012	Printed	O125	OFFICE SUPPLY CO.	Copy Paper	225.0
20988	09/27/2012	Printed	O113	OK RUBBER TIRES	Install Tire Tube #22 Streets	60.0
20989	09/27/2012	Printed	O211	ORANGE COUNTY SHERIFF'S OFFICE	LE Decision Making Training	80.0
20990	09/27/2012	Printed	P001	ANITRA PARISH	Refund Deposit 342 W J Street	10.0
20991	09/27/2012	Printed	P110	PESTMASTER SERVICES	Pest Control Services	70.0
20992	09/27/2012	Printed	P113	PETTY CASH -CITY CLERK	Petty Cash - City Clerk	33.0
20993	09/27/2012	Printed	P521	PETTY CASH-RECREATION DEPARTME	Petty Cash - Recreation	71.0
20994	09/27/2012	Printed	P558	PRO RECORD STORAGE, INC.	Documents Storage August 2012	107.0
20995	09/27/2012	Printed	P104	PUBLIC EMPLOYEES RETIREMENT	9/4-9/17/2012 PERS	87,259.0
20996	09/27/2012	Printed	R651	R.J. SAFETY SUPPLY CO., INC	First Aid Kit Refills - P.W.	214.0
20997	09/27/2012	Printed	R517	ROCKWOOD CHEMICAL	Roundup - Airport	87.0
20998	09/27/2012	Printed	R168	ROTO ROOTER	Repair Restroom/Youth Center	78.0
20999	09/27/2012	Printed	S574	SHARP ELECTRONICS CORPORATI	Copier Maint. July F.D.	135.0
21000	09/27/2012	Printed	S368	SIERRA AIR INC.	Repair A/C - Teen Center	152.0
21001	09/27/2012	Printed	S495	SOUTHERN CALIFORNIA GAS CO.	189 525 2700 2	14.0
21002	09/27/2012	Printed	S689	STAPLES ADVANTAGE	Dry Eraser Markers, File Tabs	807.0
21003	09/27/2012	Printed	S750	STAPLES, INC	Ink Cartridge	107.0
21004	09/27/2012	Printed	S712	STIFF EQUIPMENT INC.	Black Pipe/CC Terrace	17.0
21005	09/27/2012	Printed	T565	TORRENCE'S FARM IMPLEMENTS	Deck Blocks, Spacer #88 Parks	140.0
21006	09/27/2012	Printed	U630	UNITED PARCEL SERVICE, INC	Mailings - Engineering	181.0
21007	09/27/2012	Printed	U901	UNITED STATES POSTAL SERVIC	City Hall Postage Refill	402.0
21008	09/27/2012	Printed	Z015	SALVADOR ZARATE	Refund Deposit 672 Stanley Pl	154.0

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Checks Total (excluding void checks):

231,456.0



INVOICE APPROVAL LIST BY FUND

Date: 09/27/2012

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City of Brawley

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund								
Dept:								
		101-000.000-201.503	Retention	DUGGINS CONSTRUCTION, INC. Retention/Fire Station #2	20952	16	09/12/2012	11,080.75
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								11,080.75
Dept: General Revenues								
		101-110.000-410.910	Utility us	NATALIE & J MC KADE COOK Refund OverPayment 734 MILC	20945		09/17/2012	4.63
		101-110.000-410.910	Utility us	COLDWELL BANKER Refund Deposit 730 Milano Ct	20943		09/17/2012	2.63
		101-110.000-410.910	Utility us	JEFFERY CALDERON Refund Dep/OvPymt 1903 EDCA	20942		09/18/2012	10.99
		101-110.000-410.910	Utility us	IMPERIAL REAL ESTATE Refund Dep/Pymt 631 N 15th	20958		09/19/2012	1.30
		101-110.000-410.910	Utility us	REGINA & DAVID KIM Refund Dep/OvPymt 1064 RIDG	20970		09/07/2012	1.30
		101-110.000-410.910	Utility us	ROBERT D. KOON Refund Dep/OvPymt 1039 WALS	20972		09/19/2012	1.30
								-----
								22.15
Dept: City Council								
		101-111.000-750.200	Communicat	NEXTEL COMMUNICATIONS, INC. Cell Phone Charges - Council	20981	263642275-013	09/16/2012	178.26
		101-111.000-750.400	Travel	SAM COUCHMAN Reimburse Travel/League Of CA	20946		09/25/2012	267.46
								-----
								445.72
Dept: City Clerk								
		101-112.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 9/4-9/17/2012 PERS	20995		09/26/2012	964.30
		101-112.000-721.110	Food and g	PETTY CASH -CITY CLERK Petty Cash - City Clerk	20992		09/24/2012	31.72
		101-112.000-721.200	Other oper	PETTY CASH -CITY CLERK Petty Cash - City Clerk	20992		09/24/2012	2.16
		101-112.000-740.400	Rent	PRO RECCRD STORAGE, INC. Documents Storage August 2012	20994	0011190	09/04/2012	107.90
		101-112.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	21007		09/24/2012	8.90
								-----
								1,114.98
Dept: City Manager								
		101-131.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 9/4-9/17/2012 PERS	20995		09/26/2012	769.75
								-----
								769.75
Dept: Finance								
		101-151.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 9/4-9/17/2012 PERS	20995		09/26/2012	2,383.45
		101-151.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	21007		09/24/2012	94.60
								-----
								2,478.05
Dept: Utility Billing								
		101-152.000-710.300	P E R S	PUBLIC EMPLOYEES RTIPEMENT 9/4-9/17/2012 PERS	20995		09/26/2012	1,104.84
		101-152.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	21007		09/24/2012	47.00
								-----
								1,151.84
Dept: Personnel								
		101-153.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 9/4-9/17/2012 PERS	20995		09/26/2012	591.97
		101-153.000-730.200	Technical	AFLAC INC. Flex One Service Sept. 2012	20931	495324ER	09/01/2012	55.00
		101-153.000-750.200	Technical	BIGMETRICS4ALL, INC. Livescan February Fee	20937	23826	09/01/2012	2.25
		101-153.000-753.200	Technical	BIGMETRICS4ALL, INC. Livescan March Fee	20937	24464	09/01/2012	5.25
		101-153.000-750.200	Technical	DEPARTMENT OF JUSTICE Fingerprint Applications	20950	003134	09/06/2012	476.00

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INVOICE APPROVAL LIST BY FUND

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City of Brawley

Fund	Department	Account	GL Number	Vendor Name	Invoice Description	Check Number	Invoice Number	Due Date	Amount	
Fund: General Fund										
Dept: Personnel										
		101-153.000-750.210	Postage	UNITED STATES POSTAL SERVIC	City Hall Postage Refill	21007		09/24/2012	9.65	
									Total Personnel	1,140.12
Dept: Planning										
		101-171.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT	9/4-9/17/2012 PERS	20995		09/26/2012	1,910.67	
		101-171.000-750.210	Postage	UNITED STATES POSTAL SERVIC	City Hall Postage Refill	21007		09/24/2012	146.40	
									Total Planning	1,157.07
Dept: Information technology										
		101-181.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT	9/4-9/17/2012 PERS	20995		09/26/2012	676.00	
									Total Information technology	676.00
Dept: Non-departmental										
		101-191.000-720.100	Office sup	OFFICE SUPPLY CO.	Cover, Manuscript	20987	457019-0	09/13/2012	25.27	
		101-191.000-720.100	Office sup	OFFICE SUPPLY CO.	Copy Paper	20987	457209-0	09/18/2012	200.35	
		101-191.000-721.300	Other oper	IMPERIAL HARDWARE CO., INC.	Masking Paper, Tape, Paint	20966	264052/2	09/12/2012	27.50	
		101-191.000-721.300	Other oper	R.J. SAFETY SUPPLY CO., INC	First Aid Kit Refill - WTP	20996	305412-0002	09/17/2012	24.04	
		101-191.000-730.200	Technical	PESTMASTER SERVICES	Pest Control Services	20991	1334334	09/13/2012	35.00	
		101-191.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV.	Cleaning Services	20932	LYUM650300	09/21/2012	18.05	
									Total Non-departmental	530.21
Dept: Police Protection										
		101-211.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT	9/4-9/17/2012 PERS	20995		09/26/2012	4,228.25	
		101-211.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT	9/4-9/17/2012 PERS	20995		09/26/2012	35,060.37	
		101-211.000-721.200	Other oper	BRAWLEY FLORAL	Flowers/Rotner Promotion	20938	73922	09/20/2012	43.10	
		101-211.000-740.110	Repair & m	M.S.D. DIESEL SERVICE INC	Repair Investigations Unit	20975	1155	09/21/2012	222.33	
		101-211.000-750.200	Communicat	MOTOROLA, INC.	Radio System Service Agreement	20980	78210321	09/18/2012	2,926.05	
		101-211.000-750.510	Training/P	KELLY BROWN	Travel Adv Leadership Training	20940		09/25/2012	461.22	
		101-211.000-750.510	Training/P	RICARDO GUTIERREZ	Travel Adv LE Decision Making	20958		09/25/2012	178.50	
		101-211.000-750.510	Training/P	DAVID ROLETZ	Travel Adv LE Decision Making	20961		09/25/2012	562.50	
		101-211.000-750.510	Training/P	ORANGE COUNTY SHERIFF'S OFFICE	LE Decision Making Training	20989		09/19/2012	80.00	
									Total Police Protection	43,762.32
Dept: Fire Department										
		101-221.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT	9/4-9/17/2012 PERS	20995		09/26/2012	11,284.50	
		101-221.000-720.500	Electrical	IMPERIAL HARDWARE CO., INC.	Wall Light Switch	20966	284094/2	09/12/2012	5.30	
		101-221.000-725.400	Fuel	MCNEECE BROS OIL COMPANY	Fuel - F.D.	20979	163382	09/01/2012	1,816.49	
		101-221.000-740.100	Repair & m	SHARP ELECTRONICS CORPORATI	Copier Maint. July F.D.	20999	93931942	09/01/2012	135.58	
									Total Fire Department	13,241.87
Dept: Fire Station #2										
		101-221.100-730.200	Technical	JADE SECURITY SYSTEMS, INC.	Alarm Monitoring Sept. 2012	20969	073055	09/10/2012	54.98	
									Total Fire Station #2	54.98
Dept: Building Inspection										

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INVOICE APPROVAL LIST BY FUND

Date: 09/27/2012

Time: 3:16pm

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City of Brawley

Fund	Department	Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund								
Dept: Building Inspection								
		101-231.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 9/4-9/17/2012 PERS	20995		09/26/2012	1,753.59
		101-231.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	21007		09/24/2012	33.35
								-----
Total Building Inspection								1,786.94
Dept: Animal Control								
		101-241.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 9/4-9/17/2012 PERS	20995		09/26/2012	293.39
		101-241.000-725.400	Fuel	MCNEECE BROS OIL COMPANY Fuel - P.W.	20979	162387	09/01/2012	559.61
								-----
Total Animal Control								853.50
Dept: Engineering								
		101-311.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 9/4-9/17/2012 PERS	20995		09/26/2012	3,435.49
		101-311.000-720.100	Office sup	OFFICE DEPOT, INC. Hanging File Folder P.W.	20986	624262231001	09/11/2012	470.85
		101-311.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC First Aid Kit Refills - P.W.	20996	305403-0002	09/17/2012	20.85
		101-311.000-725.400	Fuel	MCNEECE BROS OIL COMPANY Fuel - P.W.	20979	162387	09/01/2012	270.81
		101-311.000-740.300	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	20932	LYUM648335	09/17/2012	26.02
		101-311.000-750.210	Postage	UNITED PARCEL SERVICE, INC Mailings - Engineering	21006	EXX926372	09/15/2012	181.27
		101-311.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	21007		09/24/2012	5.55
		101-311.000-750.500	Training	EXCAL VISUAL Storm Watch DVD Training Kit	20954	278248	09/13/2012	999.75
		101-311.000-750.600	Membership	AEWA ASCE Lunch Meeting/Arrellano,	20933		09/18/2012	36.90
								-----
Total Engineering								5,504.59
Dept: Community Development								
		101-411.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 9/4-9/17/2012 PERS	20995		09/26/2012	630.85
		101-411.000-750.610	Relocation	ELDA MURILLO Relocation Benefits/E. Murillo	20929		09/25/2012	685.00
								-----
Total Community Development								1,315.85
Dept: Parks								
		101-511.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 9/4-9/17/2012 PERS	20995		09/26/2012	2,937.76
		101-511.000-720.500	Electrical	CONSOLIDATED ELECTRICAL DIST I 24 Hour Timer	20944	1964-440393	09/29/2012	105.69
		101-511.000-720.500	Electrical	DDC ELECTRIC SUPPLY, INC. Weather Proof Outlet	20949	A-4672	09/13/2012	10.78
		101-511.000-720.500	Electrical	IMPERIAL HARDWARE CO., INC. Wire Nut, Padlock, Timer	20966	284755/2	09/18/2012	59.77
		101-511.000-720.500	Electrical	IMPERIAL HARDWARE CO., INC. Outlet, Tape, Receptacle	20966	598475/5	09/13/2012	17.32
		101-511.000-720.500	Electrical	IMPERIAL HARDWARE CO., INC. Connector	20966	284370/2	09/14/2012	5.64
		101-511.000-720.500	Electrical	IMPERIAL HARDWARE CO., INC. Connector, Adapter, Coupling	20966	284034/2	09/12/2012	2.90
		101-511.000-720.600	Plumbing s	IMPERIAL HARDWARE CO., INC. Teflon Tape, Hose Bibb	20966	285033/3	09/20/2012	7.43
		101-511.000-720.600	Plumbing s	JIM O'MALLEY PLUMBING Nipple, Faucet, Sealant	20983	82674	09/21/2012	94.48
		101-511.000-720.600	Plumbing s	JIM O'MALLEY PLUMBING Closet Kit, Bits	20983	82180	09/01/2012	34.46
		101-511.000-720.600	Plumbing s	JIM O'MALLEY PLUMBING Closet Kit	20983	82124	09/01/2012	19.66
		101-511.000-720.700	Constructi	IMPERIAL HARDWARE CO., INC. Studs	20966	284023/2	09/12/2012	2.79
		101-511.000-720.750	Constructi	IMPERIAL HARDWARE CO., INC. Spike	20966	285091/2	09/20/2012	16.16
		101-511.000-721.100	Uniforms	R.J. SAFETY SUPPLY CO., INC Life-guard Hat - Parks Crew	20996	204917-0002	09/01/2012	13.46

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Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund								
Dept: Parks								
101-511.000-721.200	Other oper		ELMS EQUIPMENT		20953		09/14/2012	58.21
			Weedeater Line			1054826-0001		
101-511.000-721.200	Other oper		IMPERIAL HARDWARE CO., INC.		20966		09/18/2012	6.92
			Key			284803/2		
101-511.000-721.200	Other oper		IMPERIAL HARDWARE CO., INC.		20966		09/17/2012	10.37
			Spray Paint			284663/2		
101-511.000-721.200	Other oper		IMPERIAL HARDWARE CO., INC.		20966		09/17/2012	5.27
			Spike			284586/2		
101-511.000-721.200	Other oper		IMPERIAL HARDWARE CO., INC.		20966		09/18/2012	12.45
			Wice Nut, Padlock, Timer			284755/2		
101-511.000-721.200	Other oper		IMPERIAL HARDWARE CO., INC.		20966		09/12/2012	15.37
			Battery, Hose Mender			284103/2		
101-511.000-721.300	Other oper		IMPERIAL HARDWARE CO., INC.		20966		09/21/2012	3.44
			Paint Bucket			285144/2		
101-511.000-721.200	Other oper		R.J. SAFETY SUPPLY CO., INC		20996		09/13/2012	94.26
			Glasses			305366-0002		
101-511.000-721.900	Small tool		ELMS EQUIPMENT		20953		09/01/2012	26.14
			Control Throttle			1054614-0001		
101-511.000-721.900	Small tool		IMPERIAL HARDWARE CO., INC.		20966		09/14/2012	15.96
			Chain Saw			284396/2		
101-511.000-725.400	Fuel		MCNEECE BROS OIL COMPANY		20979		09/01/2012	2,324.24
			Fuel - Parks & Rec			163384		
101-511.000-740.100	Repair & m		ELMS EQUIPMENT		20953		09/01/2012	147.73
			Repair Weedeater			000010540060001		
101-511.000-740.100	Repair & m		ROTO FOOTER		20998		09/10/2012	78.00
			Repair Restroom/Youth Center			108279		
								-----
						Total Parks		6,137.66
Dept: Recreation & Lions Center								
101-521.000-440.400	Swimming p		FAMILY CHRISTIAN CENTER		20995		09/01/2012	100.00
			Refund Deposit/L.C. Pool			013737		
101-521.000-710.300	P E R S		PUBLIC EMPLOYEES RETIREMENT		20995		09/26/2012	1,166.55
			9/4-9/17/2012 PERS					
101-521.000-720.100	Office sup		IMPERIAL PRINTERS		20967		09/01/2012	244.56
			Applications & Agreements			65988		
101-521.000-720.100	Office sup		STAPLES ADVANTAGE		21002		09/01/2012	6.40
			Dry Eraser Markers			3181384533		
101-521.000-720.100	Office sup		STAPLES ADVANTAGE		21002		09/01/2012	15.16
			Dry Eraser Markers, File Tabs			3181384534		
101-521.000-720.100	Office sup		STAPLES ADVANTAGE		21002		09/01/2012	11.31
			Stacking Chairs, Pens			3181384529		
101-521.000-721.200	Other oper		PETTY CASH-RECREATION DEPARTME		20993		09/19/2012	22.63
			Petty Cash - Recreation					
101-521.000-721.200	Other oper		R.J. SAFETY SUPPLY CO., INC		20996		09/13/2012	51.50
			First Aid Refills - Parks/Rec			305400-0002		
101-521.000-721.900	Small tool		STAPLES ADVANTAGE		21002		09/01/2012	107.72
			Stacking Chairs, Pens			3181384529		
101-521.000-721.900	Small tool		STAPLES ADVANTAGE		21002		09/01/2012	377.07
			Shredder			3181384530		
101-521.000-721.900	Small tool		STAPLES ADVANTAGE		21002		09/01/2012	144.88
			File Drawer			3181384532		
101-521.000-725.300	Natural ga		SOUTHERN CALIFORNIA GAS CO.		21001		09/07/2012	14.79
			189 525 2700 2					
101-521.000-730.200	Technical		CURTIS ROADRUNNER LOCK & SAFE		20948		09/19/2012	100.00
			Changed Locks/Teen Center			12701		
101-521.000-730.200	Technical		PESTMASTER SERVICES		20991		09/18/2012	35.00
			Pest Control Services			1334452		
101-521.000-740.100	Repair & m		OCE IMAGISTICS, INC.		20985		09/08/2012	11.00
			Copier Maint. 9/1-9/30			417854917		
101-521.000-740.100	Repair & m		SIERRA AIR INC.		21000		09/01/2012	152.50
			Repair A/C - Teen Center			37731		
101-521.000-740.200	Cleaning s		ALSCO AMERICAN LINEN DIV.		20932		09/01/2012	32.50
			Cleaning Services			EYUM641320		
101-521.000-740.200	Cleaning s		ALSCO AMERICAN LINEN DIV.		20932		09/10/2012	32.36
			Cleaning Services			EYUM646057		
101-521.000-740.200	Cleaning s		ALSCO AMERICAN LINEN DIV.		20932		09/03/2012	32.36
			Cleaning Services			EYUM643726		
101-521.000-740.200	Cleaning s		ALSCO AMERICAN LINEN DIV.		20932		09/17/2012	32.51
			Cleaning Services			EYUM645337		

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Fund	Department	Account	GL Number	Vendor Name	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund								
Dept: Recreation & Lions Center								
		101-521.000-740.400	Rent	ELMS EQUIPMENT Scissor Lift Rental	20953	1054519-0001	09/22/2012	139.00
		101-521.000-750.200	Communicat	AT&T Teen Center Telephone Service	20934		09/06/2012	82.05
		101-521.600-750.210	Postage	FETTY CASH-RECREATION DEPARTME Petty Cash - Recreation	20993		09/19/2012	48.81
		101-521.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	21007		09/24/2012	56.70
								-----
Total Recreation & Lions Center								3,017.36
Dept: Senior Citizens Center								
		101-522.000-721.900	Small tool	STAPLES ADVANTAGE Cork Board	21002	3181384531	09/01/2012	145.45
								-----
Total Senior Citizens Center								145.45
Dept: Library								
		101-551.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 9/4-9/17/2012 PERS	20995		09/26/2012	1,863.56
		101-551.000-720.100	Office sup	STAPLES, INC Ink Cartridge	21003	45361	09/01/2012	107.74
								-----
Total Library								1,971.30
Dept: Library Grant - LAMBS								
		101-551.100-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 9/4-9/17/2012 PERS	20995		09/26/2012	864.86
		101-551.100-740.100	Repair & m	COUNTY RV REPAIRS & SALES, LIC Replace Carpet, Upholster Seat	20947	828	09/19/2012	3,692.30
								-----
Total Library Grant - LAMBS								4,557.16
								-----
Fund Total								102,715.62
Fund: ECD - Program Income								
Dept:								
		201-000.000-201.503	Retention	DUGGINS CONSTRUCTION, INC. Retention/Fire Station #2	20952		09/12/2012	11,419.25
								-----
Total								11,419.25
								-----
Fund Total								11,419.25
Fund: Gas Tax								
Dept: Street Maintenance & Improve.								
		211-312.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 9/4-9/17/2012 PERS	20995		09/26/2012	1,648.82
		211-312.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Trash Bags/Western & Main	20966	284673/2	09/19/2012	23.52
		211-312.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Lopper, Hedge Shear-ROW	20966	284689/2	09/18/2012	86.80
		211-312.000-721.900	Small tool	IMPERIAL HARDWARE CO., INC. Lopper - Right Of Way	20966	284625/2	09/17/2012	40.90
		211-312.000-725.400	Fuel	MCNEECE BROS OIL COMPANY Fuel - Right Of Ways	20979	164354	09/18/2012	19.57
		211-312.000-725.400	Fuel	MCNEECE BROS OIL COMPANY Fuel #175 Right Of Ways	20979	164453	09/19/2012	96.56
		211-312.000-740.100	Repair & m	ELMS EQUIPMENT Repair Trimmer-Right Of Way	20953	1054880001	09/18/2012	32.50
								-----
Total Street Maintenance & Improve.								1,948.67
								-----
Fund Total								1,948.67
Fund: Measure D - Sales Tax								
Dept: Street Maintenance & Improve.								
		215-312.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 9/4-9/17/2012 PERS	20995		09/26/2012	266.99
								-----
Total Street Maintenance & Improve.								266.99

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Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount	
			Abbrev	Invoice Description	Number	Number	Date		
Fund: Measure D - Sales Tax									
								Fund Total	266.99
Fund: Capital Projects - Streets									
Dept: Street Projects									
421-310.000-730.100	Profession			LANDMARK CONSULTANTS, INC. Soil Sampling/Various Streets	20973	LE0912-42	09/12/2012	4,265.26	
								Total Street Projects	4,265.26
								Fund Total	4,265.26
Fund: Water									
Dept:									
501-000.000-020.100	Accts rec			NATALIE & J MC KADE COOK Refund OverPayment 754 MILC	20945		09/17/2012	0.59	
501-000.000-030.100	Accts rec			NATALIE & J MC KADE COOK Refund OverPayment 754 MILC	20945		09/17/2012	11.86	
501-000.000-030.200	Accts rec			NATALIE & J MC KADE COOK Refund OverPayment 754 MILC	20945		09/17/2012	25.00	
501-000.000-205.200	Water depo			BRUCE ERIC JR. BELL Refund Deposit 1037 D Street	20936		09/13/2012	176.68	
501-000.000-205.200	Water depo			JEFFERY CALDERON Refund Dep/OvPymt 1003 EUCA	20942		09/18/2012	176.68	
501-000.000-205.250	Water depo			DUFLOCK & ASSOCIATES Refund Deposit 919 Jennifer St	20951		09/17/2012	191.74	
501-000.000-205.200	Water depo			GARCIA CONSTRUCTION Refund Deposit 246 G Street	20956		09/13/2012	65.79	
501-000.000-205.200	Water depo			HORTENCIA HERNANDEZ Refund Deposit 872 W Steven	20960		09/13/2012	69.20	
501-000.000-205.200	Water depo			IGLESIA CRISTIANA TORRE FUERTE Refund Deposit 545 E Street	20963		09/18/2012	238.10	
501-000.000-205.200	Water depo			IMPERIAL REAL ESTATE Refund Dep/Pymt 631 N 13th	20968		09/19/2012	147.96	
501-000.000-205.200	Water depo			REGINA & DAVID KIM Refund Dep/OvPymt 1064 RIDG	20970		09/07/2012	175.92	
501-000.000-205.200	Water depo			ROBERT D. KOON Refund Dep/OvPymt 1039 WALS	20972		09/18/2012	191.74	
501-000.000-205.200	Water depo			MARIA LOPEZ Refund Deposit 246 NCCB	20974		09/20/2012	128.31	
501-000.000-205.200	Water depo			KEVIN T. MCGOVERN Refund Deposit 242 West D St	20978		09/19/2012	176.68	
501-000.000-205.200	Water depo			JENNIFER MADDY Refund Deposit 727 Sequoia Ct	20976		09/13/2012	154.39	
501-000.000-205.200	Water depo			ANITRA PARISH Refund Deposit 342 W J Street	20990		09/19/2012	10.93	
501-000.000-205.200	Water depo			SALVADOR ZARATE Refund Deposit 672 Stanley Pl	21008		09/18/2012	154.80	
								Total	2,096.37
Dept: Water Treatment									
501-321.000-440.710	Water sale			NATALIE & J MC KADE COOK Refund OverPayment 754 MILC	20945		09/17/2012	54.11	
501-321.000-440.710	Water sale			COLDWELL BANKER Refund Deposit 730 Milano Ct	20943		09/17/2012	95.98	
501-321.000-440.710	Water sale			JEFFERY CALDERON Refund Dep/OvPymt 1003 EUCA	20942		09/13/2012	81.24	
501-321.000-440.710	Water sale			REGINA & DAVID KIM Refund Dep/OvPymt 1064 RIDG	20970		09/07/2012	78.43	
501-321.000-710.300	P E R S			PUBLIC EMPLOYEES RETIREMENT 9/4-9/17/2012 PERS	20995		09/26/2012	4,163.51	
501-321.000-721.200	Other oper			STIFF EQUIPMENT INC. Black Pipe/CC Terrace	21004	37594	09/18/2012	17.07	
501-321.000-725.400	Fuel			MCNEECE BROS OIL COMPANY Fuel - P.W.	20979	163387	09/01/2012	492.05	
								Total Water Treatment	4,932.39
Dept: Water Distribution									
501-321.000-710.300	P E R S			PUBLIC EMPLOYEES RETIREMENT 9/4-9/17/2012 PERS	20995		09/26/2012	5,128.53	

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Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
<b>Fund: Water</b>								
Dept: Water Distribution								
501-322.000-725.400			Fuel	MCNEECE BROS OIL COMPANY Fuel - P.W.	20979	163387	09/01/2012	4,700.99
								-----
Total Water Distribution								7,899.62
								-----
Fund Total								14,978.38
<b>Fund: Wastewater</b>								
Dept: Wastewater Collection								
511-331.000-440.730			Sewer serv	NATALIE & J MC KADE COOK Refund Overpayment 754 MILC	20945		09/17/2012	44.79
511-331.000-440.730			Sewer serv	JEFFERY CALDERON Refund Dep/OvPymt 1003 EUCA	20942		09/18/2012	134.37
511-331.000-440.730			Sewer serv	IMPERIAL REAL ESTATE Refund Dep/Pymt 631 N 13th	20968		09/19/2012	22.40
511-331.000-440.730			Sewer serv	REGINA & DAVID KIM Refund Dep/OvPymt 1064 RIDG	20970		09/07/2012	22.40
511-331.000-710.300			P E R S	PUBLIC EMPLOYEES RETIREMENT 9/4-9/17/2012 PERS	20995		09/26/2012	935.15
511-331.000-730.200			Technical	A T S LABS, INC. TDS Testing August 2012	20930	12-7165	09/10/2012	580.00
								-----
Total Wastewater Collection								1,739.11
Dept: Wastewater treatment								
511-332.000-710.300			P E R S	PUBLIC EMPLOYEES RETIREMENT 9/4-9/17/2012 PERS	20995		09/26/2012	2,065.96
511-332.000-725.400			Fuel	MCNEECE BROS OIL COMPANY Fuel - P.W.	20979	163357	09/01/2012	442.42
								-----
Total Wastewater Treatment								2,508.38
								-----
Fund Total								4,267.49
<b>Fund: Solid Waste</b>								
Dept: Solid Waste Collection								
521-341.000-440.740			Solid waste	NATALIE & J MC KADE COOK Refund OverPayment 754 MILC	20945		09/17/2012	19.79
521-341.000-440.740			Solid waste	JEFFERY CALDERON Refund Dep/OvPymt 1003 EUCA	20942		09/18/2012	59.37
521-341.000-440.740			Solid waste	IMPERIAL REAL ESTATE Refund Dep/Pymt 631 N 13th	20968		09/19/2012	9.90
521-341.000-440.740			Solid waste	REGINA & DAVID KIM Refund Dep/OvPymt 1064 RIDG	20970		09/07/2012	9.90
521-341.000-440.740			Solid waste	ROBERT D. KOOM Refund Dep/OvPymt 1039 WALS	20972		09/18/2012	8.96
								-----
Total Solid Waste Collection								107.92
								-----
Fund Total								107.92
<b>Fund: Airport</b>								
Dept: Airport								
531-351.000-720.300			Chemicals	ROCKWOOD CHEMICAL Roundup - Airport	20997	282551	09/07/2012	87.49
								-----
Total Airport								87.49
								-----
Fund Total								87.49
<b>Fund: Maintenance</b>								
Dept: Vehicle Maintenance Shop								
601-801.000-710.300			P E R S	PUBLIC EMPLOYEES RETIREMENT 9/4-9/17/2012 PERS	20995		09/26/2012	366.45
601-801.000-720.300			Chemicals	O'REILLY AUTO PARTS Engine Oil Treatment #45 Parks	20964	2648-227444	09/18/2012	13.31
601-801.000-720.400			Automotive	AUTO ZONE, INC. #2804 Brake Pads #208 Streets	26935	2804572021	09/13/2012	53.35
601-801.000-720.400			Automotive	BRAWLEY TRACTOR PARTS Filters - Police Cams	20939	06021	09/13/2012	63.70

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Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: Maintenance							
Dept: Vehicle Maintenance Shop							
601-801.000-720.400	Automotive		BRAWLEY TRACTOR PARTS Filters - City Fleet	20939	26115	09/19/2012	192.08
601-801.000-720.400	Automotive		HYDRAULICS & BEARING SUPPLY IN T-Bolt Clamps #104 Sewer	20962	21481	09/01/2012	12.46
601-801.000-720.400	Automotive		HAAKER EQUIPMENT CO., INC. Suction #104 Sewer	20959	C90149	09/07/2012	371.74
601-801.000-720.400	Automotive		IMPERIAL HARDWARE CO., INC. Brush, Strainer, Paddle #104	20966	284151/2	09/13/2012	5.31
601-801.000-720.400	Automotive		IMPERIAL HARDWARE CO., INC. Flexi-Glass #906 P.D.	20966	284688/2	09/18/2012	32.13
601-801.000-720.400	Automotive		IMPERIAL HARDWARE CO., INC. Washer, Bolts #906 P.D.	20966	284788/2	09/18/2012	9.36
601-801.000-720.400	Automotive		MAR-CO EQUIPMENT COMPANY Valve, Gauge Sweeper #16 Sts	20977	98815	09/06/2012	382.40
601-801.000-720.400	Automotive		MAR-CO EQUIPMENT COMPANY Volt Meter #16 Streets	20977	98875	09/10/2012	62.63
601-801.000-720.400	Automotive		MAR-CO EQUIPMENT COMPANY Return Gauge #16 Streets	20977	98929	09/11/2012	-201.14
601-801.000-720.400	Automotive		NORTHEND AUTOPARTS, INC. Thermostat, Housing #18 Sts	20982	440176	09/01/2012	69.16
601-801.000-720.400	Automotive		NORTHEND AUTOPARTS, INC. Return Thermostat, Housing #18	20982	440209	09/01/2012	-69.16
601-801.000-720.400	Automotive		NORTHEND AUTOPARTS, INC. Brake Pads #906 P.D.	20982	443419	09/18/2012	67.96
601-801.000-720.400	Automotive		NORTHEND AUTOPARTS, INC. Brake Pads #45 Parks	20982	443512	09/18/2012	101.48
601-801.000-720.400	Automotive		NORTHEND AUTOPARTS, INC. Beater Hose #45 Streets	20982	443554	09/19/2012	49.93
601-801.000-720.400	Automotive		NORTHEND AUTOPARTS, INC. Eose Clamps #108 WTP	20982	443569	09/19/2012	16.12
601-801.000-720.400	Automotive		NORTHEND AUTOPARTS, INC. Brake Rotor, Pads #909 P.D.	20982	443611	09/19/2012	144.74
601-801.000-720.400	Automotive		NORTHEND AUTOPARTS, INC. Brake Rotor #909 P.D.	20984	443615	09/19/2012	76.78
601-801.000-720.400	Automotive		O'REILLY AUTO PARTS Motor Mount #208 Streets	20984	2648-227388	09/18/2012	48.21
601-801.000-720.400	Automotive		O'REILLY AUTO PARTS Return Motor Mount #208	20984	2648-227396	09/18/2012	-48.21
601-801.000-720.400	Automotive		O'REILLY AUTO PARTS Air Filter #45 Parks	20984	2648-2277498	09/19/2012	13.57
601-801.000-720.410	Tires		GCR TIRE CENTER, INC. Tires #21 Streets	20957	832-14612	09/17/2012	2,225.35
601-801.000-721.200	Other oper		AUTO ZONE, INC. #2804 Spark Plugs-Parks Weed Eaters	20935	2804572366	09/18/2012	6.43
601-801.000-721.200	Other oper		IMPERIAL HARDWARE CO., INC. Baking Soda - Shop	20956	283735/2	09/10/2012	7.73
601-801.000-721.200	Other oper		KIMBALL MIDWEST Stethoscope, Tape - Shop	20971	2613564	09/12/2012	54.25
601-801.000-721.200	Other oper		TORRENCE'S FARM IMPLEMENTS Deck Blocks, Spacer #88 Parks	21005	C07911	09/20/2012	140.52
601-801.000-721.900	Small tool		KIMBALL MIDWEST Stethoscope, Tape - Shop	20971	2613364	09/12/2012	30.15
601-801.000-725.400	Fuel		MCNEECE BROS OIL COMPANY Fuel - P.W.	20979	163387	09/01/2012	218.10
601-801.000-725.400	Fuel		MCNEECE BROS OIL COMPANY Fuel - Shop Truck #209	20979	163389	09/01/2012	106.54
601-801.000-740.100	Repair & m		ELMS EQUIPMENT Repair Weedeater-Parks	20953	1054473-0001	09/01/2012	32.50
601-801.000-740.100	Repair & m		ELMS EQUIPMENT Credit Repairs Weedeater	20953	10546820001	09/04/2012	-71.78
601-801.000-740.100	Repair & m		GCR TIRE CENTER, INC. Install Tire #22 Streets	20957	832-15169	09/05/2012	96.23
601-801.000-740.100	Repair & m		OK RUBBER TIRES Install Tire Tube #22 Streets	20988	28710	09/17/2012	60.50
601-801.000-740.200	Cleaning s		ALSCO AMERICAN LINEN DIV. Uniform Cleaning Service	20932	LYUM648333	09/17/2012	29.32
601-801.000-740.260	Cleaning s		ALSCO AMERICAN LINEN DIV. Cleaning Services	20932	LYUM648334	09/17/2012	32.03

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Total Vehicle Maintenance Shop

5,248.11

INVOICE APPROVAL LIST BY FUND

Date: 09/27/2012  
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City of Brawley

Fund	Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Maintenance							
	Dept: Equipment rental & acquisition						
	601-003.000-725.400	Fuel	MCNEECE BROS OIL COMPANY Fuel - P.W.	20979	163387	09/01/2012	3,253.51
						Total Equipment rental & acquisition	3,253.51
						Fund Total	8,651.62
Fund: Risk Management							
	Dept:						
	602-000.000-200.034	Health ins	CA PUBLIC EMP. RETIREMENT SYST Oct. 2012 Health Insurance	20941	100000015835741	09/17/2012	79,831.88
						Total	79,831.88
						Fund Total	79,831.88
Fund: Payroll Clearing							
	Dept:						
	502-000.000-200.008	Retirement	PUBLIC EMPLOYEES RETIREMENT 9/4-9/17/2012 PERS	20995		09/25/2012	2,915.69
						Total	2,915.69
						Fund Total	2,915.69
						Grand Total	231,456.26

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City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
21106	10/05/2012	Printed	A368	AFLAC INC.	Cancer, Disability Withheld	3,019.16
21107	10/05/2012	Void			Void Check	0.00
21108	10/05/2012	Printed	C889	CALIFORNIA STATE DISBURSEME	Deductions	3,420.81
21109	10/05/2012	Printed	C110	COLUMBUS BANK & TRUST COMPA	Unrelmbursed Medical Deduction	501.92
21110	10/05/2012	Printed	C240	COURT SERVICES (CIVIL)	Deductions	75.00
21111	10/05/2012	Printed	F689	FRANCHISE TAX BOARD	Deductions	954.04
21112	10/05/2012	Printed	N944	NATIONAL PLAN COORDINATORS	Deferred Compensation 34023301	7,140.77
21113	10/05/2012	Printed	N187	NATIONWIDE RETIREMENT SOLUTION	Deferred Compensation #05270	820.81
21114	10/05/2012	Printed	S325	SUN COMMUNITY FED. CREDIT UNIO	Credit Union Deductions	2,022.00
21115	10/05/2012	Printed	U110	UNITED WAY OF IMPERIAL COUN	United Way Deductions	33.00

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Checks Total (excluding void checks):

17,987.51



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Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
21009	10/04/2012	Printed	A242	A T & T	Telephone Services 9/7-10/6	36.61
21010	10/04/2012	Printed	A218	AE CONSULTING, INC.	Airport Taxiway Rehabilitation	10,415.00
21011	10/04/2012	Printed	A414	AIRWAVE COMMUNICATIONS ENT INC	Repair Handheld Radio	46.33
21012	10/04/2012	Void			Void Check	0.00
21013	10/04/2012	Void			Void Check	0.00
21014	10/04/2012	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	1,251.21
21015	10/04/2012	Printed	A544	GARY ANSIEL	Terminal Cleaning Tools - Shop	96.38
21016	10/04/2012	Printed	A412	AP CONSTRUCTION, INC	Retention Variable Freq Drive	14,832.30
21017	10/04/2012	Printed	A815	BRENT ASHURST	Refund Deposit 1016 CADS	97.84
21018	10/04/2012	Printed	A461	AT&T-CALNET 2	Telephone Services 8/12-9/11	109.21
21019	10/04/2012	Printed	A592	AUTO ZONE, INC. #2804	Front & Rear Brakes #203	295.22
21020	10/04/2012	Printed	A930	AVAYA FINANCIAL SERVICES	City Hall Phone System	150.54
21021	10/04/2012	Printed	A277	AVAYA INC.	Equipment Maint. 9/2-10/1	372.92
21022	10/04/2012	Printed	B560	GLADIS BALDEROS	Refund For Soccer	40.00
21023	10/04/2012	Printed	B619	RAYMOND BARAJAS JR.	Refund Deposit 1154 Chestnut	176.68
21024	10/04/2012	Printed	B689	BEAMSPEED INTERNET SERVICE	Wireless Internet 9/29-10/29	69.95
21025	10/04/2012	Printed	B971	SHIRLEY BONILLAS	Travel Adv CalPERS Training	797.56
21026	10/04/2012	Printed	B215	BRAWLEY FLORAL	Flower Wreath/A. Ambriz	141.14
21027	10/04/2012	Printed	B269	BRAWLEY TRACTOR PARTS	Washers, Capscrew	192.02
21028	10/04/2012	Printed	B747	BRENNTAG PACIFIC INC.	Calcium Hypochlorite	12,698.21
21029	10/04/2012	Printed	B550	KELLY BROWN	Refund Deposit 360 Ell Street	127.47
21030	10/04/2012	Printed	C916	CALPERS	Educational Forum '12/Bonillas	600.00
21031	10/04/2012	Printed	C014	COMMERCIAL MAINTENANCE	Decreaser-Granular	131.16
21032	10/04/2012	Printed	C341	CORTECH ENGINEERING, INC.	Repair Seepex-Polymer Service	839.81
21033	10/04/2012	Printed	D144	DANIELS TIRE SERVICE	Front End Alignment #201 Sts	89.95
21034	10/04/2012	Printed	D997	DEPARTMENT OF PUBLIC HEALTH	Water System Fees 1310001	7,546.92
21035	10/04/2012	Printed	D602	DESERT AUTO PLAZA	Repair Brakes #204 Streets	871.33
21036	10/04/2012	Printed	E145	ELMS EQUIPMENT	Chaln	247.12
21037	10/04/2012	Printed	E398	EMPIRE SOUTHWEST LLC	Performed Level 1 - Airport	778.00
21038	10/04/2012	Printed	E179	ENDUSTRA FILTER MFRS	Tri-Vent Filters	1,732.96
21039	10/04/2012	Printed	F105	FEDERAL EXPRESS CORP.	Mailings - P.D.	166.90
21040	10/04/2012	Printed	G966	GIBSON & SCHAEFER, INC.	Slurry	1,460.30
21041	10/04/2012	Printed	G010	GOYAL ENTERPRISES	Fuel For Motor Units	211.13
21042	10/04/2012	Printed	H182	HACH COMPANY, INC.	Pipet	4,683.23
21043	10/04/2012	Printed	H901	BRIAN HARSANY	Refund Deposit 897 Santillan	199.18
21044	10/04/2012	Void			Void Check	0.00
21045	10/04/2012	Void			Void Check	0.00
21046	10/04/2012	Printed	H158	HD SUPPLY WATERWORKS, LTD.	Valve, Adapters	18,894.63
21047	10/04/2012	Printed	H104	HOLMAN PROFESSIONAL COUNSELING	Employee Assistance Oct. 2012	616.17
21048	10/04/2012	Printed	H377	HYDRAULICS & BEARING SUPPLY IN	Hydraulic Hose - Shop Car Lift	38.68
21049	10/04/2012	Void			Void Check	0.00
21050	10/04/2012	Void			Void Check	0.00
21051	10/04/2012	Void			Void Check	0.00
21052	10/04/2012	Void			Void Check	0.00
21053	10/04/2012	Printed	I301	IMPERIAL HARDWARE CO., INC.	Spreader/Traffic Control	2,316.92
21054	10/04/2012	Printed	I567	IMPERIAL VALLEY PRESS	1 Year Subscription/Building	133.61
21055	10/04/2012	Printed	K797	KEARNY MESA AUTOMOTIVE CO.	Fan, Fan Clutch #919 P.D.	193.72
21056	10/04/2012	Printed	K731	KEARNY PEARSON FORD, LLC.	A/C Blower Switch #930 P.D.	743.02
21057	10/04/2012	Printed	K103	KISCO SALES, INC.	Pump Sprayer Kit/Airport	75.47
21058	10/04/2012	Printed	M997	MAIN STREET SIGNS	Square Post, Anchors	1,983.74
21059	10/04/2012	Printed	M871	MAR-CO EQUIPMENT COMPANY	Duel Skid Plate - Sweeper #16	813.31

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City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
21060	10/04/2012	Printed	M769	MCMaster-CARR SUPPLY CO., INC.	Bushing, Idler Pulley, Winch	83.61
21061	10/04/2012	Printed	M004	MCNEECE BROS OIL COMPANY	Fuel	669.66
21062	10/04/2012	Printed	M303	DENNIS H. MORITA, APC	Attorney Svcs-May, June 2012	12,623.00
21063	10/04/2012	Printed	N262	FERNANDO & ERIKA NORIEGA	Refund Deposit 214 NCCH	176.68
21064	10/04/2012	Printed	N045	NORTHEND AUTOPARTS, INC.	Bag Of Rags	591.24
21065	10/04/2012	Printed	0567	JIM O'MALLEY PLUMBING	PVC Fittings	661.73
21066	10/04/2012	Printed	O880	OFFICE DEPOT, INC.	Lables, Pens, Envelopes	120.91
21067	10/04/2012	Printed	O125	OFFICE SUPPLY CO.	Paper, Labels, Correction Tape	204.51
21068	10/04/2012	Printed	P110	PESTMASTER SERVICES	Pest Control Service	30.00
21069	10/04/2012	Printed	P257	PITNEY BOWES	Postage Machlne Lease P.D.	1,197.24
21070	10/04/2012	Printed	P930	POLYDYNE, INC.	Clarifloc	5,290.00
21071	10/04/2012	Printed	P903	PRINCIPAL FINANCIAL GROUP	Life Insuance October 2012	3,763.52
21072	10/04/2012	Printed	P340	PROTECTION ONE ALARM	Alarm Monitoring 9/1-9/30	80.20
21073	10/04/2012	Void			Void Check	0.00
21074	10/04/2012	Printed	R651	R.J. SAFETY SUPPLY CO., INC	PVC Hip Wader	1,024.08
21075	10/04/2012	Printed	R006	ROSA I RAMIREZ	Travel Adv CalPERS Training	127.50
21076	10/04/2012	Printed	R462	REDDY ICE, CORPORATION	Ice	440.26
21077	10/04/2012	Printed	R432	REDWOOD BIOTECH	Narcotic Test Kits	188.55
21078	10/04/2012	Printed	R947	C.W. ROEN CONSTRUCTION, CO.	WWTP Improvements 2009-06	16,872.95
21079	10/04/2012	Printed	S285	SHARP SANITATION	Hand Washing Tank Rental	288.00
21080	10/04/2012	Printed	S871	SIGMANET, INC.	Otterbox, Ipad Cases	112.06
21081	10/04/2012	Printed	S508	GUILLERMO SILLAS	Reimb Travel-Caltrans Meeting	12.75
21082	10/04/2012	Printed	S923	SOUTHERN CALIFORNIA GAS CO	Reim Overpmt BP#24566	20.00
21083	10/04/2012	Printed	S495	SOUTHERN CALIFORNIA GAS CO.	187 525 6200 1 8/8-9/10	21.58
21084	10/04/2012	Printed	S750	STAPLES, INC	File Folders, Copy Paper	94.55
21085	10/04/2012	Printed	S712	STIFF EQUIPMENT INC.	Fabricate Hydrant Covers	500.61
21086	10/04/2012	Printed	S849	STILLS ELECTRIC	Changed Switching System	697.87
21087	10/04/2012	Printed	S408	SWRCB FEES	Storm Water Permit Fee	1,359.00
21088	10/04/2012	Printed	T780	TARTAN RENTALS	Refund Dep/OvPymt 310 N 8th	331.33
21089	10/04/2012	Printed	T233	THATCHER CO. OF CALIFORNIA, IN	Ferric Sulfate	5,513.54
21090	10/04/2012	Printed	T808	TIME WARNER CABLE	8448 42 002 0055391	139.90
21091	10/04/2012	Printed	T306	TIMEPAYMENT CORP.	Drinking Water Service	65.57
21092	10/04/2012	Printed	U630	UNITED PARCEL SERVICE, INC	Mailings - Engineering	87.53
21093	10/04/2012	Printed	U156	UNITED ROTARY BRUSH CORP.	Gutter Brooms-#s 15,16,110	1,181.33
21094	10/04/2012	Printed	U901	UNITED STATES POSTAL SERVIC	City Hall Postage Refill	2,923.95
21095	10/04/2012	Printed	U311	URBAN FUTURES INC.	RDA Projects Area #1 2006	2,150.00
21096	10/04/2012	Printed	U602	USA BLUEBOOK, INC	Injection Valves	517.76
21097	10/04/2012	Printed	V645	VALLEY RV SERVICE	Refund Deposit 1552 Main St	68.73
21098	10/04/2012	Printed	V732	JOVITA VEGA	Refund Deposlt 548 Cortez Ct	174.86
21099	10/04/2012	Printed	V079	VERIZON WIRELESS SERVICES L	Cameras Network Access	1,156.66
21100	10/04/2012	Printed	V103	ROBERTO VILLAGRANA	Refund Deposit 1568 Manzanita	199.18
21101	10/04/2012	Printed	V452	VISION SERVICE PLAN (CA), I	October Vision Insurance	2,791.39
21102	10/04/2012	Printed	W221	WAL-MART STORES, INC. #01-1555	Camera, Pouch	199.12
21103	10/04/2012	Printed	W833	WATER TECH	Sprinkler	149.46
21104	10/04/2012	Printed	W299	WE-DO EQUIP. REPAIR & SUPPLY I	Reflective Cones, Barricades	5,316.81
21105	10/04/2012	Printed	W250	WESTAIR GASES & EQUIPMENT INC	Air Breathing Cylinder Rental	1,722.92

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Checks Total (excluding void checks):

159,255.95



City of Brawley

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund	Dept: General Revenues	101-110.000-410.910	Utility us	TARTAN RENTALS Refund Dep/OvPymt 310 N 8th	21088		10/01/2012	4.12
								-----
							Total General Revenues	4.12
Dept: City Council		101-111.000-750.200	Communicat	VERIZON WIRELESS SERVICES L Ipad Mobile Broadband/Council	21099	1119706584	10/01/2012	152.04
								-----
							Total City Council	152.04
Dept: Finance		101-151.000-720.100	Office sup	OFFICE SUPPLY CO. Irk Cartridge	21067	457351-0	10/01/2012	110.98
		101-151.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	21094		10/01/2012	32.40
		101-151.000-750.400	Travel	ROSA I RAMIREZ Travel Adv CALPERS Training	21075		10/03/2012	127.50
		101-151.000-750.500	Training	CALPERS Educational Forum 2012/Ramirez	21030		10/01/2012	300.00
		101-151.000-750.500	Training	CALPERS Educational Forum '12/Bonillas	21030		10/01/2012	300.00
								-----
							Total Finance	870.88
Dept: Utility Billing		101-152.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	21094		10/01/2012	2,874.35
								-----
							Total Utility Billing	2,874.35
Dept: Personnel		101-153.000-750.400	Travel	SHIRLEY BONILLAS Travel Adv CALPERS Training	21025		10/02/2012	506.26
		101-153.000-750.400	Travel	SHIRLEY BONILLAS Travel Adv CALPERS Training	21025		10/02/2012	291.30
								-----
							Total Personnel	797.56
Dept: City Attorney		101-161.000-730.100	Profession	DENNIS H. MORITA, APC Attorney Svcs-May, June 2012	21062	1579	10/01/2012	12,623.00
								-----
							Total City Attorney	12,623.00
Dept: Planning		101-171.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	21094		10/01/2012	2.55
								-----
							Total Planning	2.55
Dept: Information technology		101-181.000-721.900	Small tool	SIGMANET, INC. Otterbox, iPad Cases	21080	421568	10/01/2012	56.03
		101-181.000-750.200	Communicat	VERIZON WIRELESS SERVICES L Ipad Mobile Broadband/Council	21099	1119706584	10/01/2012	38.01
								-----
							Total Information technology	94.04
Dept: Non-departmental		101-191.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC First Aid Kit Refills	21074	305413-0002	10/01/2012	30.05
		101-191.000-730.200	Technical	PESTMASTER SERVICES Pest Control Service	21068	MT1334848	10/01/2012	30.00
		101-191.000-730.200	Technical	PROTECTION ONE ALARM Alarm Monitoring 9/1-9/30	21072		10/01/2012	42.50
		101-191.000-740.100	Repair & m	AVAYA FINANCIAL SERVICES City Hall Phone System	21020	22104077	10/01/2012	150.54
		101-191.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	21014	LYUM650292	10/01/2012	12.70
		101-191.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	21014	LYUM650298	10/02/2012	15.00
		101-191.000-740.400	Rent	PITNEY BOWES Mailing System 6/30-9/30/12	21069	0827378-SP12	10/01/2012	813.24
								-----
							Total Non-departmental	1,094.03
Dept: Police Protection								

City of Brawley

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Police Protection						
101-211.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Turtle Zip Wax/Car Wash	21053	285155/2	10/01/2012	7.28
101-211.000-721.200	Other oper	REDWOOD BIOTECH Narcotic Test Kits	21077	391308	10/01/2012	188.55
101-211.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC First Aid Box Refill	21074	305414-0002	10/01/2012	19.35
101-211.000-721.200	Other oper	TIMEPAYMENT CORP. Drinking Water Service	21091	32942864-1012	10/01/2012	65.57
101-211.000-721.900	Small tool	SIGMANET, INC. Otterbox, iPad Cases	21030	421568	10/01/2012	56.03
101-211.000-725.300	Natural ga	SOUTHERN CALIFORNIA GAS CO. 187 525 6209 1 8/8-9/10	21083		10/01/2012	21.58
101-211.000-725.400	Fuel	GOYAL ENTERPRISES Fuel For Motor Units	21041	6008-01-2012	10/01/2012	211.13
101-211.000-740.100	Repair & m	AIRWAVE COMMUNICATIONS ENT INC Repair Handheld Radio	21011	424731	10/01/2012	46.33
101-211.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	21014	LYUM650299	10/01/2012	101.19
101-211.000-740.400	Rent	FITNEY BOWES Postage Machine Lease P.D.	21069	0758094-SP12	10/01/2012	384.00
101-211.000-750.200	Communicat	VERIZON WIRELESS SERVICES L MDC Connection To Network	21099	1119706582	10/01/2012	776.56
101-211.000-750.200	Communicat	VERIZON WIRELESS SERVICES L Cameras Network Access	21099	1119706583	10/01/2012	190.05
101-211.000-750.210	Postage	FEDERAL EXPRESS CORP. Mailings - P.D.	21039	2-017-68966	10/01/2012	166.90
				Total Police Protection		2,234.52
Dept: Fire Department						
101-221.000-720.500	Electrical	IMPERIAL HARDWARE CO., INC. Bulbs	21053	264731/2	10/01/2012	2.09
101-221.000-720.500	Electrical	IMPERIAL HARDWARE CO., INC. Bulbs	21053	284207/2	10/01/2012	5.99
101-221.000-720.500	Electrical	NORTHEM AUTOPARTS, INC. Halogen Lamp	21064	433140	10/01/2012	16.57
101-221.000-720.700	Constructi	IMPERIAL HARDWARE CO., INC. Plywood, Nuts/Brawley Theater	21053	284462/2	10/01/2012	23.04
101-221.000-720.700	Constructi	IMPERIAL HARDWARE CO., INC. Plywood	21053	284382/2x	10/01/2012	20.25
101-221.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Paint, Bolts F.D. #1	21053	285261/2	10/01/2012	16.27
101-221.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Painting Supplies F.D. #1	21053	284613/2	10/01/2012	32.13
101-221.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	21014	LYUM650294	10/01/2012	31.35
101-221.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	21094		10/01/2012	1.70
				Total Fire Department		149.39
Dept: Fire Station #2						
101-221.100-720.100	Office sup	STAPLES, INC File Folders, Copy Paper	21084	48223	10/01/2012	94.55
101-221.100-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Staples, Wall Anchors, Chain	21053	284250/2	10/01/2012	53.13
101-221.100-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Batteries	21053	285432/2	10/01/2012	15.71
101-221.100-721.200	Other oper	REDDY ICE, CORPORATION Ice	21076	2597700	10/01/2012	293.94
101-221.100-730.200	Technical	WESTAIR GASES & EQUIPMENT INC Medical & Oxygen Cylinders	21105	223867	10/01/2012	1,659.52
				Total Fire Station #2		2,116.85
Dept: Building Inspection						
101-231.000-720.100	Office sup	OFFICE SUPPLY CO. Paper, Labels, Correction Tape	21067	457132-0	10/01/2012	46.77
101-231.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	21034		10/01/2012	2.70
				Total Building Inspection		49.47
Dept: Animal Control						

City of Browley

Fund	Department Account	EL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount	
Fund: General Fund								
Dept: Animal Control								
	101-241.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Uniform Cleaning Service	21014	LYUM648336	10/01/2012	6.56	
	101-241.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Uniform Cleaning Service	21014	LYUM650775	10/01/2012	6.56	
							Total Animal Control	13.12
Dept: Engineering								
	101-311.000-420.410	Pavement c	SOUTHERN CALIFORNIA GAS CO Reim Overpmt B2#24566	21082		10/01/2012	20.00	
	101-311.000-720.100	Office sup	OFFICE DEPOT, INC. Lables, Pens, Envelopes	21066	625841271001	10/01/2012	120.91	
	101-311.000-740.100	Repair & m	AVAYA INC. Equipment Maint. 9/2-10/1	21021	2732109459	10/01/2012	93.23	
	101-311.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	21014	LYUM650774	10/01/2012	26.02	
	101-311.000-750.200	Communicat	TIME WARNER CABLE 8448 42 002 0055391	21090		10/01/2012	139.90	
	101-311.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	21094		10/01/2012	3.05	
	101-311.000-750.210	Postage	UNITED PARCEL SERVICE, INC Mailings - Engineering	21092	2XX926382	10/01/2012	87.53	
	101-311.000-750.400	Travel	GUILLEMO SILLAS Reimb Travel-Caltrans Meeting	21081		10/01/2012	12.75	
							Total Engineering	503.39
Dept: Community Development								
	101-411.000-720.100	Office sup	IMPERIAL VALLEY PRESS 1 Year Subscription/Building	21054	1075554	10/01/2012	66.80	
	101-411.000-720.100	Office sup	OFFICE SUPPLY CO. Paper, Labels, Correction Tape	21067	457132-0	10/01/2012	46.76	
							Total Community Development	113.56
Dept: Parks								
	101-511.000-720.500	Electrical	IMPERIAL HARDWARE CO., INC. Spiral Bulb	21053	285385/2	10/01/2012	10.21	
	101-511.000-720.500	Electrical	IMPERIAL HARDWARE CO., INC. Bulbs	21053	285768/2	10/01/2012	3.40	
	101-511.000-720.600	Plumbing s	WATER TECH Return Coupling	21103	23704	10/01/2012	-21.06	
	101-511.000-720.600	Plumbing s	WATER TECH Sprinkler	21103	200449	10/01/2012	2.87	
	101-511.000-720.700	Constructi	GIBSON & SCHAEFER, INC. Slurry	21040	39624349793	06/26/2012	1,460.30	
	101-511.000-720.800	Janitorial	NORTHEND AUTOPARTS, INC. Bag Of Rags	21064	444043	10/01/2012	64.63	
	101-511.000-721.200	Other oper	ELMS EQUIPMENT Chain	21036	1055049-0001	10/01/2012	20.67	
	101-511.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Flaq Markers	21053	285425/2	10/01/2012	19.59	
	101-511.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Marking Paint	21053	285510/2	10/01/2012	10.37	
	101-511.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Poly Paint Coverall	21053	285660/2	10/01/2012	19.23	
	101-511.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Gatorade, General Hardware	21053	285706/2	10/01/2012	14.83	
	101-511.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. 2" Pan	21053	285411/2	10/01/2012	1.43	
	101-511.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Wood Shims	21053	285607/2	10/01/2012	1.70	
	101-511.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Sloted Flat, Gray Spray, Bolts	21053	285518/2	10/01/2012	15.07	
	101-511.000-721.900	Small tool	IMPERIAL HARDWARE CO., INC. Rip Hammer	21053	285384/2	10/01/2012	6.11	
	101-511.000-721.900	Small tool	IMPERIAL HARDWARE CO., INC. Saw	21053	285707/2	10/01/2012	15.39	
	101-511.000-730.200	Technical	STILLS ELECTRIC Changed Switching System	21096	1814	10/01/2012	85.90	
							Total Parks	1,719.79
Dept: Recreation & Lions Center								

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City of Brawley

Fund	Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund							
Dept: Recreation & Lions Center							
	101-521.000-720.350	Chemicals	BRENNTAG PACIFIC INC. Calcium Hypochlorite	21028		10/01/2012	1,723.90
	101-521.000-720.800	Janitorial	IMPERIAL HARDWARE CO., INC. Kick Plate, Duplex Cover	21053	BPI231857	10/01/2012	75.11
	101-521.000-721.200	Other oper	BRAWLEY FLORAL Flower Wreath/A. Ambriz	21026	285468/2	10/01/2012	141.14
	101-521.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Steer Manure	21053	81228	10/01/2012	71.92
	101-521.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Disp Air Filter	21053	285888/2	09/26/2012	114.97
	101-521.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Kick Plate, Duplex Cover	21053	285671/2	10/01/2012	35.04
	101-521.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	21014	285468/2	10/01/2012	32.51
	101-521.000-750.210	Postage	UNITED STATES POSTAL SERVIC City Hall Postage Refill	21094	LYDM630776	10/01/2012	7.20
Total Recreation & Lions Center							2,201.69
Dept: Recreation Leagues							
	101-521.100-440.430	Recreation	GLADIS BALDEROS Refund for Soccer	21022	648287	10/01/2012	40.00
Total Recreation Leagues							40.00
Dept: Senior Citizens Center							
	101-522.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Roach Trap, Foil	21053	285857/2	10/01/2012	23.32
Total Senior Citizens Center							23.32
Dept: Library							
	101-551.000-730.200	Technical	PROTECTION ONE ALARM Alarm Monitoring 9/1-9/30	21072		10/01/2012	37.70
	101-551.000-750.200	Communicat	AT&T-CALNET 2 Telephone Services 8/12-9/11	21018		10/01/2012	109.21
Total Library							146.91
Fund Total							27,834.58

Fund: Gas Tax

Dept: Street Maintenance & Improve.

	211-312.000-720.500	Electrical	IMPERIAL HARDWARE CO., INC. Proceil Batteries/Barricades	21053	418721/2	10/01/2012	323.03
	211-312.000-720.700	Constructi	IMPERIAL HARDWARE CO., INC. Concrete Mix/Traffic Control	21053	283195/2	10/01/2012	100.64
	211-312.000-720.700	Constructi	MAIN STREET SIGNS Square Post, Anchors	21058	15374	10/01/2012	991.87
	211-312.000-720.700	Constructi	MAIN STREET SIGNS Square Post, Anchors	21058	15397	10/01/2012	991.87
	211-312.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Sand Bag/Traffic Control	21053	281433/2	10/01/2012	16.93
	211-312.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Battery, Graffiti Remover	21053	281536/2x	10/01/2012	7.77
	211-312.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Spray Paint, Stencil Paper	21053	282082/2	10/01/2012	10.52
	211-312.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Spreader/Traffic Control	21053	280600/2	10/01/2012	70.02
	211-312.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC Caution Barrier Tape, Gloves	21074	304855-0002	10/01/2012	198.26
	211-312.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC Lime Class	21074	305113-0002	10/04/2012	51.72
	211-312.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC Caution Tape	21074	304916-0002	10/01/2012	118.92
	211-312.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC Lime Class	21074	304996-0002	10/01/2012	21.55
	211-312.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC Safety Glasses, Lime Class	21074	305191-0002	10/01/2012	45.69
	211-312.000-721.900	Small tool	IMPERIAL HARDWARE CO., INC. Pruner, Tree Pole	21053	422731/2	10/01/2012	43.62
	211-312.000-721.900	Small tool	IMPERIAL HARDWARE CO., INC. Battery, Graffiti Remover	21053	281536/2x	10/01/2012	103.38

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City of Brawley

Fund						
Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
<b>Fund: Gas Tax</b>						
Dept: Street Maintenance & Improve.						
211-312.000-721.900	Small tool	WE-DO EQUIP. REPAIR & SUPPLY I	21104		10/01/2012	4,891.20
211-312.000-725.400	Fuel	Reflective Cones, Barricades MCNEECE BROS OIL COMPANY	21061	W068325	10/01/2012	11.44
211-312.000-740.100	Repair & m	Fuel - Weedeater/RCW ELMS EQUIPMENT	21036	164626	10/01/2012	122.77
		Repair Trimmer		1054024-0001		
					Total Street Maintenance & Improve.	8,121.20
					Fund Total	8,121.20
<b>Fund: Low &amp; Moderate Income Housing</b>						
Dept: Housing						
231-612.000-720.200	Books and	IMPERIAL VALLEY PRESS	21054		10/01/2012	66.81
		1 Year Subscription/Bulding		1075554		
					Total Housing	66.81
					Fund Total	66.81
<b>Fund: Successor Agency to the BCRA</b>						
Dept: CRA Project Area No. 1						
401-611.000-730.300	Technical	UREAN FUTORES INC.	21095		10/01/2012	2,150.00
		RDA Projects Area #1 2006		210451		
					Total CRA Project Area No. 1	2,150.00
					Fund Total	2,150.00
<b>Fund: Water</b>						
Dept:						
501-000.000-030.100	Accts rec	TARTAN RENTALS	21080		10/01/2012	10.30
501-000.000-205.200	Water depo	Refund Dep/OvPymt 310 N 8th BRENT ASHURST	21017		10/01/2012	97.84
501-000.000-205.200	Water depo	Refund Deposit 1916 CADS RAYMOND BARAJAS JR.	21023		10/02/2012	176.68
501-000.000-205.200	Water depo	Refund Deposit 1154 Chestnut KELLY BROWN	21029		10/01/2012	127.47
501-000.000-205.200	Water depo	Refund Deposit 360 E11 Street BRIAN HARSANY	21043		10/01/2012	199.18
501-000.000-205.200	Water depo	Refund Deposit 897 Santillan FERNANDO & ERIKA NORIEGA	21063		10/01/2012	176.68
501-000.000-205.200	Water depo	Refund Deposit 214 NCCB TARTAN RENTALS	21088		10/01/2012	213.34
501-000.000-205.200	Water depo	Refund Dep/OvPymt 310 N 8th VALLEY RV SERVICE	21097		10/01/2012	68.73
501-000.000-205.200	Water depo	Refund Deposit 1552 Main St JOVITA VEGA	21098		10/01/2012	174.86
501-000.000-205.200	Water depo	Refund Deposit 548 Cortez Ct ROBERTO VILLAGRANA	21100		10/01/2012	199.18
		Refund Deposit 1568 Manzanita				
					Total	1,444.26
Dept: Water Treatment						
501-321.000-440.710	Water sale	TARTAN RENTALS	21088		10/01/2012	71.06
501-321.000-720.300	Chemicals	Refund Dep/OvPymt 310 N 8th BRENNTAG PACIFIC INC.	21028		10/01/2012	5,484.51
501-321.000-720.300	Chemicals	Sodium Hypochlorite BRENNTAG PACIFIC INC.	21028	BPI230220	10/01/2012	5,489.90
501-321.000-720.300	Chemicals	Sodium Hypochlorite THATCHER CO. OF CALIFOPNIA, IN	21089	BPI233115	10/01/2012	5,513.54
501-321.000-720.600	Plumbing s	Ferric Sulfate JIM O'MALLEY PLUMBING	21065	228038	10/01/2012	445.83
501-321.000-720.600	Plumbing s	EVC Fittings, Pipe, Valve Ball JIM O'MALLEY PLUMBING	21065	82172	10/01/2012	28.37
501-321.000-720.600	Plumbing s	EVC Fittings JIM O'MALLEY PLUMBING	21065	82223	10/01/2012	15.31
501-321.000-720.600	Plumbing s	Nipples, Flushings JIM O'MALLEY PLUMBING	21065	82239	10/01/2012	47.96
501-321.000-720.600	Plumbing s	EVC Fittings JIM O'MALLEY PLUMBING	21065	82249	10/01/2012	47.96

City of Brawley

Fund	Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Water	Dept: Water Treatment						
	501-321.000-720.600	Plumbing s	CSA BLUEBOOK, INC Suction Valves	21096	715889	10/01/2012	156.02
	501-321.000-720.600	Plumbing s	USA BLUEBOOK, INC Discharge Valves	21096	715890	10/01/2012	156.02
	501-321.000-720.600	Plumbing s	USA BLUEBOOK, INC Injection Valves	21096	760793	10/01/2012	205.72
	501-321.000-720.700	Constructi	IMPERIAL HARDWARE CO., INC. Concrete Mix	21053	283050/2	10/01/2012	26.83
	501-321.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Lysol Disinfectant	21053	283937/2	10/01/2012	16.14
	501-321.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Concrete Caulk, Mas Wheel	21053	284653/2	10/01/2012	24.07
	501-321.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Wrap Film, Teflon Tape, Clips	21053	285026/2	10/01/2012	83.65
	501-321.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Simple Green, Bulb, Clamp	21053	285483/2	10/01/2012	81.98
	501-321.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Simple Green, PVC Plugs, Caps	21053	283509/2	10/01/2012	16.22
	501-321.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Hat, Dust Mask, Detergent	21053	285691/2	10/01/2012	34.05
	501-321.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Pipe Clamps	21053	285741/2	10/01/2012	7.68
	501-321.000-721.200	Other oper	MCNEECE BROS OIL COMPANY Morlina Oil	21061	161301	10/01/2012	72.21
	501-321.000-721.200	Other oper	WATER TECH Safety Glasses	21103	200723	10/01/2012	13.24
	501-321.000-721.200	Other oper	WATER TECH PVC Pipe, Adapter, Valve, Tape	21103	200660	10/01/2012	88.00
	501-321.000-730.200	Technical	STILLS ELECTRIC Repair Pump Motor	21086	1744	10/01/2012	402.87
	501-321.000-730.200	Technical	STILLS ELECTRIC Test Pump Motor/Airport	21086	1745	10/01/2012	210.00
	501-321.000-740.100	Repair & m	AVAYA INC. Equipment Maint. 9/2-10/1	21021	2732129459	10/01/2012	93.23
	501-321.000-740.100	Repair & m	EMPIRE SOUTHWEST LLC Performed Level 1 - Airport	21037	EPWK0303029	10/01/2012	778.00
	501-321.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	21014	LYUM650284	10/01/2012	52.77
	501-321.000-750.200	Communicat	A T & T Telephone Services 9/7-10/6	21009		10/01/2012	5.06
	501-321.000-750.650	Taxes, Fee	DEPARTMENT OF PUBLIC HEALTH Water System Fees 1310001	21034	1260070	10/01/2012	7,546.92
							27,165.66
	Dept: Water Distribution						
	501-322.000-720.500	Electrical	IMPERIAL HARDWARE CO., INC. Battery	21053	281376/2	10/01/2012	171.26
	501-322.000-720.500	Electrical	IMPERIAL HARDWARE CO., INC. Battery	21053	282196/2	10/01/2012	16.85
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. HM Meter	21046	5119441	10/01/2012	383.28
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Romac Macro CPLG	21046	5163023	10/01/2012	752.20
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Couplings, Adapters	21046	5097990	10/01/2012	903.68
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Couplings, Adapters	21046	5144067	10/01/2012	928.86
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Couplings, Adapters	21046	5175229	10/01/2012	911.87
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Meter Box & Lid	21046	5326993	10/01/2012	324.42
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Hydrant Meter	21046	5394685	10/01/2012	1,786.92
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Meter	21046	5328409	10/01/2012	960.22
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Clamps	21046	5372336	10/01/2012	894.68
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Ssd Epoxy, Straps	21046	5380395	10/01/2012	680.94

City of Sawley

Fund	Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Water	Dept: Water Distribution						
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Clamps-Earthquake Stock	21046	5435468	10/01/2012	826.75
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Clamps - Earthquake Stock	21046	5435483	10/01/2012	992.10
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Clamps - Earthquake Stock	21046	5435512	10/01/2012	878.66
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Clamps - Earthquake Stock	21046	5435540	10/01/2012	790.24
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Meter, Bolts, Nuts, Meter Box	21046	5365593	10/01/2012	536.98
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. ELG Water Meter	21046	5365397	10/01/2012	947.48
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Adapter	21046	5175214	10/01/2012	964.10
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Clamps - Earthquake Stock	21046	5435585	10/01/2012	915.14
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Clamps, End Caps-Earthquake St	21046	5435686	10/01/2012	971.30
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. End Caps - Earthquake Stock	21046	5435706	10/01/2012	248.56
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Meter	21046	5441877	10/01/2012	320.68
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Couplings	21046	5175238	10/01/2012	520.27
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Corp Stop, Gloves, Liner	21046	5338673	10/01/2012	263.07
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Valve, Bushing/D St & 13th St	21046	5387385	10/05/2012	297.57
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Meter Box Lid Remover	21046	5376953	10/01/2012	81.66
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Sag Epoxy, Straps	21046	5361758	10/02/2012	296.06
	501-322.000-720.600	Plumbing s	HD SUPPLY WATERWORKS, LTD. Valve, Adapters	21046	5364962	10/01/2012	529.29
	501-322.000-720.600	Plumbing s	JIM O'MALLEY PLUMBING Brass Nipples, Bushings	21065	82153	10/01/2012	5.85
	501-322.000-720.600	Plumbing s	JIM O'MALLEY PLUMBING PVC Pipes, Tee Thread	21065	82171	10/01/2012	41.27
	501-322.000-720.600	Plumbing s	JIM O'MALLEY PLUMBING Clamps	21065	82148	10/01/2012	67.65
	501-322.000-720.600	Plumbing s	JIM O'MALLEY PLUMBING PVC, Pipes	21065	82096	10/01/2012	10.99
	501-322.000-720.600	Plumbing s	WATER TECH Full Circle Plastic	21103	197531	10/01/2012	66.41
	501-322.000-720.700	Constructi	IMPERIAL HARDWARE CO., INC. Drywall	21053	280605/2	10/01/2012	15.06
	501-322.000-721.200	Other oper	BRAWLEY TRACTOR PARTS Capscrew	21027	24638	10/01/2012	25.52
	501-322.000-721.200	Other oper	BRAWLEY TRACTOR PARTS Washers, Capscrew	21027	24612	10/01/2012	92.92
	501-322.000-721.200	Other oper	ELMS EQUIPMENT? Oil	21036	1054831-0001	10/01/2012	38.33
	501-322.000-721.200	Other oper	ELMS EQUIPMENT Chain Loop	21036	1054760-0001	10/01/2012	65.35
	501-322.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Flashlight, Bit Set, Anchor	21053	284169/2	10/01/2012	25.27
	501-322.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Nozzle, Key Ring, Key	21053	284141/2	10/01/2012	50.51
	501-322.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. White Paint, Primer	21053	281109/2	10/01/2012	157.98
	501-322.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Channel Lock Cord	21053	260432/2	10/01/2012	37.68
	501-322.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Locknut, Bolt	21053	276804/2	10/01/2012	3.14
	501-322.000-721.200	Other oper	IMPERIAL HARDWARE CO., INC. Clip, Turtle Wax, Key, Chamois	21053	284003/2	10/01/2012	75.91
	501-322.000-721.200	Other oper	REDDY ICE, CORPORATION Ice	21076	2578403	10/01/2012	146.32
	501-322.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC PVC Hip Wader	21074	303909-0002	10/01/2012	54.26

City of Brawley

Fund	Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
<b>Fund: Water</b>							
Dept: Water Distribution							
	501-322.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC PVC Hip Wader	21074	304962-0002	10/01/2012	100.96
	501-322.000-721.200	Other oper	HD SUPPLY WATERWORKS, LTD. Corp Stop, Gloves, Liner	21046	5338673	10/01/2012	28.25
	501-322.000-721.900	Small tool	IMPERIAL HARDWARE CO., INC. Flashlight, Bit Set, Anchor	21053	284169/2	10/01/2012	14.72
	501-322.000-721.900	Small tool	WAL-MART STORES, INC. #01-1555 Camera, Pouch	21102	06157	10/01/2012	199.12
	501-322.900-721.900	Small tool	WE-DO EQUIP. REPAIR & SUPPLY I Pipe Cutter	21104	W068495	10/01/2012	425.61
	501-322.000-725.400	Fuel	MCNEECE BROS OIL COMPANY Fuel/Airport Tank Generator	21061	162483	10/01/2012	198.40
	501-322.000-739.200	Technical	STIFF EQUIPMENT INC. Fabricate Hydrant Covers	21085	36655	10/01/2012	500.61
	501-322.000-740.100	Repair & m	AVAYA INC. Equipment Maint. 9/2-10/1	21021	2732129459	10/01/2012	93.23
	501-322.000-740.400	Rent	SHARP SANITATION Portable Restroom Rental	21079	015691A	10/01/2012	144.00
	501-322.000-740.400	Rent	SHARP SANITATION Hand Washing Tank Rental	21079	015691B	10/01/2012	144.00
	501-322.900-750.200	Communicat	A T & T Telephone Services 9/7-10/6	21009		10/01/2012	31.55
						Total Water Distribution	21,945.36
						Fund Total	50,555.28
<b>Fund: Water Construction</b>							
Dept:							
	502-000.000-201.705	Retention	AP CONSTRUCTION, INC Retention Variable Freq Drive	21016	12-111-2	10/01/2012	14,832.30
						Total	14,832.30
						Fund Total	14,832.30
<b>Fund: Wastewater</b>							
Dept: Wastewater Collection							
	511-331.000-440.730	Sewer serv	TARTAN RENTALS Refund Dep/CvPymt 310 N 8th	21088		10/01/2012	32.51
	511-331.000-720.700	Constructi	IMPERIAL HARDWARE CO., INC. Concrete Mix	21053	283681/2	10/01/2012	135.39
	511-331.900-721.200	Other oper	MCNEECE BROS OIL COMPANY Clamp - #108	21061	161150	10/01/2012	3.87
	511-331.000-721.200	Other oper	MCNEECE BROS OIL COMPANY Nipple #108	21061	161148	10/01/2012	9.20
	511-331.000-721.200	Other oper	MCNEECE BROS OIL COMPANY Hose, Clamp	21061	161928	10/01/2012	42.30
	511-331.000-721.200	Other oper	MCNEECE BROS OIL COMPANY Fuel	21061	161372	10/01/2012	332.24
	511-331.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC Safety Glasses, Boots, Mask	21074	304124-0002	10/01/2012	277.89
	511-331.000-721.200	Other oper	R.J. SAFETY SUPPLY CO., INC Gatorade	21074	304697-0002	10/01/2012	75.43
	511-331.900-721.900	Small tool	IMPERIAL HARDWARE CO., INC. Bit Set	21053	284185/2	10/01/2012	17.81
	511-331.000-740.100	Repair & m	AVAYA INC. Equipment Maint. 9/2-10/1	21021	2732129459	10/01/2012	93.23
						Total Wastewater Collection	1,019.87
Dept: Wastewater treatment							
	511-332.000-720.300	Chemicals	HACH COMPANY, INC. AA Phosphorus	21042	7857258	10/01/2012	48.80
	511-332.000-720.300	Chemicals	HACH COMPANY, INC. Dissolved Oxygen	21042	7917347	10/01/2012	30.33
	511-332.000-720.300	Chemicals	POLYDYNE, INC. Clarifloc	21070	749103	10/01/2012	2,645.00
	511-332.000-720.300	Chemicals	POLYDYNE, INC. Clarifloc	21070	740921	10/01/2012	2,645.00

City of Brawley

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: Wastewater								
Dept: Wastewater treatment								
		511-332.000-721.200	Other oper	COMMERCIAL MAINTENANCE	21031		10/01/2012	131.16
				Decreaser-Granular		55643		
		511-332.000-721.230	Other oper	INDUSTRA FILTER MFRS	21038		10/01/2012	866.48
				Tri-Vent Filters		Y123996-3		
		511-332.000-721.200	Other oper	INDUSTRA FILTER MFRS	21038		10/01/2012	866.48
				Tri-Vent Filters		Y124004-3-9		
		511-332.000-721.900	Small tool	HACH COMPANY, INC.	21042		10/01/2012	4,293.78
				Moisture Analyzer, Cylinder		7923338		
		511-332.000-721.900	Small tool	HACH COMPANY, INC.	21042		10/01/2012	310.32
				Pipet		7915275		
		511-332.000-721.900	Small tool	MCMASTER-CARR SUPPLY CO., INC.	21060		10/01/2012	83.61
				Bushing, Idler Pulley, Winch		28952642		
		511-332.000-740.100	Repair & m	CORTECH ENGINEERING, INC.	21032		10/01/2012	839.81
				Repair Seepex-Polymer Service		45363		
		511-332.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV.	21014		10/01/2012	26.94
				Cleaning Services		LYUM631575		
		511-332.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV.	21014		10/01/2012	186.16
				Cleaning Services		LYUM632510		
		511-332.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV.	21014		10/01/2012	93.46
				Cleaning Services		LYUM634818		
		511-332.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV.	21014		10/01/2012	93.46
				Cleaning Services		LYUM639516		
		511-332.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV.	21014		10/01/2012	93.46
				Cleaning Services		LYUM641684		
		511-332.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV.	21014		10/01/2012	77.00
				Cleaning Services		LYUM600234		
		511-332.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV.	21014		10/01/2012	27.50
				Cleaning Services		LYUM606163		
		511-332.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV.	21014		10/01/2012	93.46
				Cleaning Services		LYUM644229		
		511-332.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV.	21014		10/01/2012	33.46
				Cleaning Services		LYUM646585		
		511-332.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV.	21014		10/01/2012	93.46
				Cleaning Services		LYUM648884		
		511-332.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV.	21014		10/01/2012	26.94
				Cleaing Services		LYUM627367		
		511-332.000-740.400	Rent	WESTAIR GASES & EQUIPMENT INC	21105		10/01/2012	31.70
				Air Breathing Cylinder Rental		828142		
		511-332.000-740.400	Rent	WESTAIR GASES & EQUIPMENT INC	21105		10/01/2012	31.70
				Air Breathing Cylinder Rental		825316		
		511-332.000-750.200	Communicat	BEAMSPPEED INTERNET SERVICE	21024		10/01/2012	69.95
				Wireless Internet 9/29-10/29		302533		
		511-332.000-750.650	Taxes, Fee	SWRCB FEES	21087		10/01/2012	1,359.00
				Storm Water Permit Fee		SW-0052984		
				Total Wastewater treatment				15,158.42
				Fund Total				16,178.29
Fund: Wastewater Projects								
Dept: Wastewater treatment								
		512-332.000-800.300	Improvement	C.W. ROEN CONSTRUCTION, CO.	21078		10/01/2012	16,872.95
				WWTP Improvements 2009-06		31		
				Total Wastewater treatment				16,872.95
				Fund Total				16,872.95
Fund: Airport								
Dept: Airport								
		531-351.000-721.200	Other oper	KISCO SALES, INC.	21057		10/01/2012	75.47
				Pump Sprayer Kit/Airport		370970		
		531-351.000-730.100	Profession	AE CONSULTING, INC.	21010		10/01/2012	10,415.00
				Airport Taxiway Rehabilitation		05012		
				Total Airport				10,490.47
				Fund Total				10,490.47
Fund: Maintenance								

City of Brawley

Fund	Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Maintenance	Dept: Vehicle Maintenance Shop						
	601-801.000-720.400	Automotive	AUTO ZONE, INC. #2804	21019		10/01/2012	98.24
			Radiator Blower Motor #203		2804577166		
	601-801.000-720.400	Automotive	AUTO ZONE, INC. #2804	21019		10/01/2012	-98.24
			Return Blower Motor #203		2804577179		
	601-801.000-720.400	Automotive	AUTO ZONE, INC. #2804	21019		10/01/2012	113.91
			Radiator Motor #203		2804577249		
	601-801.000-720.400	Automotive	AUTO ZONE, INC. #2804	21019		10/01/2012	72.59
			Belt, Tensioner, Pulley #203		2804577209		
	601-801.000-720.400	Automotive	AUTO ZONE, INC. #2804	21019		10/01/2012	13.58
			Thermostat #203 WTP		2804577084		
	601-801.000-720.400	Automotive	AUTO ZONE, INC. #2804	21019		10/01/2012	95.14
			Front & Rear Brakes #203		2804577366		
	601-801.000-720.400	Automotive	BRAWLEY TRACTOR PARTS	21027		10/01/2012	45.61
			Oil & Fuel Filters-City Fleet		26334		
	601-801.000-720.400	Automotive	HYDRAULICS & BEARING SUPPLY IN	21048		10/01/2012	38.68
			Hydraulic Hose - Shop Car Lift		21981		
	601-801.000-720.400	Automotive	KEARNY PEARSON FORD, LLC.	21056		10/01/2012	694.97
			Brake Control #909 P.D.		619729		
	601-801.000-720.400	Automotive	KEARNY PEARSON FORD, LLC.	21056		10/01/2012	48.05
			A/C Blower Switch #930 P.D.		620585		
	601-801.000-720.400	Automotive	KEARNY MESA AUTOMOTIVE CO.	21055		10/01/2012	193.72
			Fan, Fan Clutch #919 P.D.		313985		
	601-801.000-720.400	Automotive	MAR-CO EQUIPMENT COMPANY	21059		10/01/2012	813.31
			Duel Skid Plate - Sweeper #16		99234		
	601-801.000-720.400	Automotive	NORTHEND AUTOPARTS, INC.	21064		10/01/2012	141.24
			Water Pump, Antifreeze #203		444023		
	601-801.000-720.400	Automotive	NORTHEND AUTOPARTS, INC.	21064		10/01/2012	26.93
			Serpentine Belt #16 Streets		444053		
	601-801.000-720.400	Automotive	UNITED ROTARY BRUSH CORP.	21093		10/01/2012	1,181.33
			Gutter Brooms-#'s 15,16,110		102418		
	601-801.000-721.900	Small tool	GARY ANSIEE	21015		10/01/2012	36.38
			Terminal Cleaning Tools - Shop		91999		
	601-801.000-721.900	Small tool	BRAWLEY TRACTOR PARTS	21027		10/01/2012	27.97
			Wire Cutting Pliers - Shop		26333		
	601-801.000-721.900	Small tool	NORTHEND AUTOPARTS, INC.	21064		10/01/2012	306.32
			A/C Temperature Probe-Shop		441822		
	601-801.000-721.900	Small tool	NORTHEND AUTOPARTS, INC.	21064		10/01/2012	35.55
			Body Molding Removal Tool/Shop		444024		
	601-801.000-725.400	Fuel	IMPERIAL HARDWARE CO., INC.	21053		10/01/2012	15.18
			Propane Fuel #19 Streets		285213/2		
	601-801.000-740.100	Repair & m	DANIELS TIRE SERVICE	21033		10/01/2012	89.95
			Front End Alignment #201 Sts		226006561		
	601-801.000-740.100	Repair & m	DESERT AUTO PLAZA	21035		10/01/2012	871.33
			Repair Brakes #204 Streets		816356		
	601-801.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV.	21014		10/01/2012	29.22
			Uniform Cleaning Service		LYUM650772		
	601-801.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV.	21014		10/01/2012	32.03
			Cleaning Services		LYUM650773		
							-----
						Total Vehicle Maintenance Shop	4,982.99
							-----
						Fund Total	4,982.99
Fund: Risk Management	Dept:						
	602-000.000-200.034	Health ins	PRINCIPAL FINANCIAL GROUP	21071		10/01/2012	3,763.52
			Life Insurance October 2012				
	602-000.000-200.034	Health ins	VISION SERVICE PLAN (CA), I	21101		10/01/2012	2,791.39
			October Vision Insurance				
							-----
						Total	6,554.91
Dept: Employee Health Benefits							
	602-814.000-750.100	Insurance	HOLMAN PROFESSIONAL COUNSELING	21047		10/01/2012	616.17
			Employee Assistance Oct. 2012		INV2004652		
							-----
						Total Employee Health Benefits	616.17
							-----
						Fund Total	7,171.09

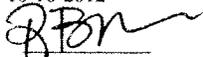
INVOICE APPROVAL LIST BY FUND

Date: 10/04/2012  
Time: 4:29pm  
Page: 11

City of Brawley

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
							Grand Total	159,255.95

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: 10-02-2012 Continued  
10-16-2012  
City Manager: 

**FROM:** Prepared by: Janet P. Smith, Deputy City Clerk  
Presented by: Rosanna Bayon Moore, City Manager

**SUBJECT:** Reject Claim as Recommended by Carl Warren & Co.,  
Claims Management & Solutions

**CITY MANAGER RECOMMENDATION:** Reject claim and send rejection letter.

**DISCUSSION:**

Philip Gonzales vs. City of Brawley  
Claim Filed: August 14, 2012  
Recommend Rejection: September 13, 2012

The Brawley City Council requested additional information  
for this item and continued action to the October 16, 2012 meeting

**FISCAL IMPACT:**

**ATTACHMENTS:** Correspondence from Carl Warren & Co.



**CARL WARREN & COMPANY**

Claims Management and Solutions

September 13, 2012

TO: The City of Brawley

ATTENTION: Shirley Bonillas, Risk Management

RE: Claim : Philip Gonzales v Brawley  
Claimant : Philip Gonzales  
D/Event : 08/13/12  
Rec'd Y/Office : 09/10/12  
Our File : 1760518 DBQ

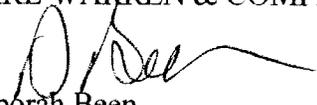
We have reviewed the above captioned claim and request that you take the action indicated below:

- CLAIM REJECTION: *Send a standard rejection letter to the claimant.*

Please provide us with a copy of the notice sent, as requested above. If you have any questions please contact the undersigned.

Very truly yours,

CARL WARREN & COMPANY

  
Deborah Been

AN EMPLOYEE-OWNED COMPANY

770 S. Placentia Avenue | Placentia, CA 92870

P. O. Box 25180 | Santa Ana, CA 92799-5180

www.carlwarren.com | Tel: 714-572-5200 | 800-572-6900 | Fax: 866-254-4423

CA License No. 2907296

**NOTICE OF CLAIM  
AGAINST THE CITY OF BRAWLEY, CALIFORNIA**

(Government Code § 910, 910.2)

**INSTRUCTIONS** (Please read carefully):

Claims related to injury to person or damage to personal property must be presented to the City within six (6) months from the date of loss.

Claims related to any other loss must be presented not later than one (1) year from the date of loss.

Answer all items fully and to the best of your knowledge and information. Failure to do so may result in your claim being found insufficient. If more space is needed to provide requested information, please attach additional pages identifying paragraphs(s) being answered.

TO: City Clerk  
City of BRAWLEY, City Hall

08-14-12 PM 2:41 RCVD

Date and Time Filed with the City Clerk  
[City Use Only]

1. Claimant's Name: Phyllis Gonzalez Date of Birth: [REDACTED]  
Daytime Phone: (760) 356-4791

2. Claimant's Mailing Address: 767 C St. Brawley California 92227  
Street Number - Street - Apt No. - City - State - Zip

3. Claimant's S S N: [REDACTED]  
Home Phone: (760) 556-4721

4. Date of Loss: 8-13-2012 Time of Loss: 5:30 P.M.

5. Location of Loss (Specify in as much detail as possible. Example: 5 feet east of west corner of Elmira Road and Peabody): Park at 3<sup>rd</sup> and B St

6. Description of incident/accident that caused you to make this claim:  
While parked at 3<sup>rd</sup> and B street storm came up, broke branch off tree that fell on top of vehicle

7. What specific injury, damages or other losses did you incur?  
dent roof, broken passenger mirror, radio antenna, doors had to open because of dent on roof

8. List damages incurred to date (Attach copies of receipts, repair estimates, bills, invoices and any other documentation to prove your loss):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. What are your total estimated prospective damages?

\_\_\_\_\_  
\_\_\_\_\_

10. What is your basis for claiming that the City or City employee(s) are the cause of your injury, damages or loss?

\_\_\_\_\_  
\_\_\_\_\_

11. What are the name(s) of the City employee(s) whom you allege caused your injury, damages or loss, if known?

\_\_\_\_\_  
\_\_\_\_\_

12. Name, address and phone number of any witnesses who can substantiate your claim:

\_\_\_\_\_  
\_\_\_\_\_

13. Any additional information that you believe might be helpful to the City in considering this claim:

\_\_\_\_\_  
\_\_\_\_\_

14. All notices and communications with regard to this claim will be directed to the Claimant shown in lines 1 and 2 above unless you complete the following to identify to whom further communication should be directed:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Daytime Phone: (\_\_\_\_) \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_

I/We, the undersigned, declare under penalty of perjury that I/we have read the foregoing claim for damages and know the contents thereof; that the same is true of my/our own knowledge and belief, save and except as to those matters wherein stated on information and belief, and as to them, I/we believe to be true.

Philip Gonzales      Philip Gonzales      8-14-2014  
Claimant Printed Name      Claimant Signature      Date Signed

(Note: If someone files the claim on behalf of the claimant, the person making the claim on behalf of the claimant should sign above.)

Philip Gonzales      Philip Gonzales      8-14-2014  
Claimant Printed Name      Claimant Signature      Date Signed

**WARNING: Penal Code Section 72 makes it a crime punishable by imprisonment to submit a "false or fraudulent claim" for payment to a city or public district, and Code of Civil Procedures Section 1038 authorizes the award of attorney fees against a claimant who brings a claim that is "not brought in good faith and with reasonable cause."**

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: October 16, 2012

City Manager:



**FROM:** Prepared by: Richard Rubio, Interim Parks & Recreation Director  
Presented by: Richard Rubio, Interim Parks & Recreation Director

**SUBJECT:** Request Council Approval to have City Manager Rosanna B. Moore sign and have deed restriction for Alyce Gereaux Park notarized and recorded as per state grant.

**CITY MANAGER RECOMMENDATION:**

**DISCUSSION:** The California Department of Parks and Recreation Office of Grants and Local Services required that the City of Brawley submit a signed and notarized deed restriction for Alyce Gereaux Park to be recorded by the County of Imperial. This requirement will keep the City of Brawley in compliance with the State of California's terms of agreement for the Alyce Gereaux Park Grant Project.

**FISCAL IMPACT:** None

**ATTACHMENTS:** Deed Restriction  
Legal Description of Property

RECORDING REQUESTED BY:

California Department of Parks and Recreation  
Office of Grants and Local Services

WHEN RECORDED MAIL TO:

Office of Grants and Local Services  
P.O. Box 942896  
Sacramento, CA 92496-0001  
Attn: Luan Aubin, Project Officer

DEED RESTRICTION

I. WHEREAS, City of Brawley (hereinafter referred to as "Owner" is recorded owner of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereafter referred to as "DPR" is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner applied to DPR for grant funds available pursuant to the 2006 Parks Bond Statewide Park Development and Community Revitalization Program for improvements on the Property; and

IV. WHEREAS, on March 26, 2012, DPR'S office of Grants and Local Services conditionally approved Grant SW-13-002, (hereinafter referred to as "Grant") for improvements on the Property, subject to, among other conditions recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of 2006 Parks Bond statewide park development and Community Revitalization Program and the funds that are the subject of the Grant could therefore not have been granted; and

VI. WHEREAS, Owner has elected to comply with the Deed Restriction of the Grant, so as to enable Owner for themselves and their heirs, assigns and successors-in-interest, hereby irrevocably covenant.

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner for themselves and for their heirs, assigns, and successors-in-interest, hereby irrevocably covenant with DPR that the condition of the grant (set forth at paragraphs 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (A) This Deed Restriction shall remain in force and effect and shall bind Owner and all their assigns or successors-in-interest for the period running from July 1, 2011 to June 30, 2041.

2. TAXES AND ASSESMENTS. It is intended that his Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract or authorization by Owner whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of the Deed Restriction. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes, unenforceable, no other provision shall be affected or impaired.

Dated: \_\_\_\_\_, 20\_\_\_\_\_.

City of Brawley

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

\_\_\_\_\_  
**ROSANNA B. MOORE**  
**CITY MANAGER**

State of California  
County of Imperial

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

# **Exhibit A**

## **Legal Description Alyce Gereaux Park**

## **LEGAL DESCRIPTION**

### **Alyce Gereaux Park**

Alyce Gereaux Park is composed of two legal parcels:

Lots 40 to 55 and a portion of abandoned Fourteenth Street, Oakley Park Manor, City of Brawley, County of Imperial, State of California  
APN 047-165-0021

Lot 80 and a portion of abandoned Fourteenth Street, Oakley park Manor, City of Brawley, County of Imperial, State of California  
APN 047-164-009

# **Exhibit B**

## **Grant Contract Contract Provisions**

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date:

10/16/12

City Manager:

*RTO*

**PREPARED BY:** James Arthur, City Information Technology Administrator

**PRESENTED BY:** Mark Gillmore, Police Chief

**SUBJECT:** Volume Software Licensing Agreement between the City of Brawley and Microsoft for Email, Business Software and Operating System licenses is ending October 31, 2012. A new Volume Software Licensing Agreement with Microsoft must be established.

**CITY MANAGER RECOMMENDATION:** Approve and authorize the City Manager to execute.

**DISCUSSION:** Request authorization for the City Manager, or their designee, to reenter into a new Volume Software Licensing Agreement on behalf of the City.

Obtaining software licenses is required by law in order for the City to legally use the software products offered by Microsoft. This "volume" licensing agreement provides significant discounts to the City and provides the software City employees require to be productive in the workplace and to communicate electronically.

**FISCAL IMPACT:** \$28,457.17 per year for 3-years, budgeted in FY 2012-2013, IT Professional Services

**ATTACHMENTS:** Microsoft Volume Licensing Agreement for the City of Brawley

<b>CompuCom - software quote</b>				
<b>Quoted by Sam Andrews, CompuCom 7171 Forest Lane Dallas, TX 75230</b>				
Phone 818-988-2195 sam.andrews@compucom.com				
<b>Please fax your POs to Client Assistance Center at 800-366-9994. You may call 800-400-9852, option 2, to check status on orders.</b>				
<u>Quoted to:</u>		<b>City of Brawley</b>		
		<b>James Arthur</b>		
		jarthur@brawley-ca.gov		
<b>Date 10/1/2012</b>		<b>To renew EA# 5629992, which expires on 10/31/2012</b>		
<b>Important: Please provide the email address of the recipient designated to receive a CompuCom "order confirmation"</b>				
<b>Quantity</b>	<b>Part #</b>	<b>Description</b>	<b>Unit Price</b>	<b>Ext. Price</b>
<b>enterprise products</b>				
100	269-12442	Office Pro Plus (SA) Platform	\$ 78.29	\$ 7,828.78
100	FQC-02460	Windows Pro/Ent (SA) Platform	\$ 28.76	\$ 2,876.20
160	W06-01072	Core CAL (SA) User CAL - Platform	\$ 29.75	\$ 4,759.52
<b>additional products - renewals</b>				
1	312-02257	Exchange Server Standard (SA)	\$ 104.09	\$ 104.09
2	P71-07282	Windows Server Datacenter 2-Processor (SA)	\$ 707.62	\$ 1,415.24
2	P73-05898	Windows Server Standard 2-Processor (SA)	\$ 129.79	\$ 259.58
<b>additional products - new</b>				
1	6NH-00235	Lync Server Standard (Lic/SA)	\$ 242.92	\$ 242.92
2	YJD-00373	Core Infrastructure Suite Standard (Lic/SA) wo WinSvrLic	\$ 411.00	\$ 822.00
2	FUD-00332	Core Infrastructure Suite Datacenter (Lic/SA) wo WinSvrLic	\$ 1,456.60	\$ 2,913.20
3	FUD-00001	Core Infrastructure Suite Datacenter (Lic/SA) 2-Processor	\$ 2,352.97	\$ 7,058.91
1	TSD-00934	Visio Premium (Lic/SA)	\$ 176.73	\$ 176.73
				\$ -
				\$ -
<b>Please type "electronic software delivery" on your PO</b>				
	Product-total			\$ 28,457.17
	Sub-Total			\$ 28,457.17
0	Tax	ESD - nontaxable		\$ -
	Shipping			No Charge
	Total	<b>Your Annual EA Price (3 payments required)</b>		<b>\$ 28,457.17</b>
<b>Prices good for 30 days</b>			<b>total of 3 payments =</b>	<b>\$ 85,371.52</b>

<p>Pass-Through Warranty and Other Rights. As a reseller, end-user warranties and liabilities (with respect to any third party hardware and software products provided by CompuCom) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment.</p>	
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## Program Signature Form

MBA/MBSA number		SGN-	Proposal ID
Agreement number	01E73134		

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-02113
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
EA Enrollment Amendment	W16 (new)
EA Product Selection Form	X20-02722
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	Microsoft Affiliate
<b>Name of Entity (must be legal entity name)*</b> City of Brawley  <b>Signature*</b> _____ <b>Printed First and Last Name*</b> Rosanna B. Moore <b>Printed Title*</b> City Manager <b>Signature Date*</b> October 19, 2012	<b>Microsoft Licensing, GP</b>  <b>Signature</b> _____ <b>Printed First and Last Name</b> <b>Printed Title</b> <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Tax ID</b> 95-6000680	<b>Effective Date</b> (may be different than Microsoft's signature date)

\* indicates required field

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

Customer	Outsourcer
<b>Name of Entity (must be legal entity name)*</b>  <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title*</b> <b>Signature Date*</b>	<b>Name of Entity (must be legal entity name)*</b>  <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title*</b> <b>Signature Date*</b>

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form. If no media form is included, no physical media will be sent.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Licensing, GP**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA

<b>Prepared By:</b>
---------------------

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>		Proposal ID	
Previous Enrollment number <i>(Reseller to complete)</i>	5629992	Earliest expiring previous Enrollment end date <sup>1</sup>	10/31/2012

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrollment Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. If renewing Software Assurance, the Reseller will need to insert the previous enrollment or agreement number and end date in the respective boxes above.

**Term.** This Enrollment will expire on the last day of the month, 36 full calendar months from the effective date unless otherwise renewed. Any reference in this Enrollment to "day" will be a calendar day.

**Product order.** The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Enrolled Affiliate and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

**Prior Enrollment(s).** If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number and end date must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

**Terms and Conditions**

**1. Definitions.**

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product List and chosen by Enrolled Affiliate under this Enrollment.

“Enterprise Online Service” means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

“Enterprise Product” means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products may only be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

“Expiration Date” means the date upon which the Enrollment expires.

“Industry Device” (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) (“Industry Program”). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

“Qualified Device” means any personal desktop computer, portable computer, workstation, or similar device that is used by or for the benefit of Enrolled Affiliate’s Enterprise. It does not include: (1) any computer that is designated as a server and not used as a personal computer, (2) any Industry Device, (3) any device running an embedded operating system (e.g., Windows Phone 7) that does not access a virtual desktop infrastructure, or (4) any device that is not managed and/or controlled either directly or indirectly by Enrolled Affiliate’s Enterprise. Enrolled Affiliate may include as a Qualified Device any device which would be excluded above (e.g., Industry Device).

“Qualified User” means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

“Reserved License” means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

“Transition” means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

“Transition Period” means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

## **2. Purpose.**

This Enrollment enables Enrolled Affiliate’s Enterprise to obtain, or subscribe to, Licenses for Enterprise Products, Enterprise Online Services, and Additional Products. Enrolled Affiliate may choose between on-premise software and Online Services as well as the ability to transition Licenses to Online Services while maintaining Enterprise-wide coverage. Additionally, Enterprise Online Services may be purchased without Enterprise-wide coverage.

## **3. Product Use Rights, Qualifying Systems Licenses and Transitions.**

In addition to applicable terms of the Enterprise Agreement, the following terms apply to this Enrollment:

- a. **Product Use Rights.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to the Enrolled Affiliate's use of that Product during the term.
- b. **Qualifying systems Licenses.** The operating system Licenses granted under this program is upgrade Licenses only. Full operating system Licenses are not available under this program. If Enrolled Affiliate selects any Desktop Platform, Windows Desktop Operating System Upgrade, or Windows Intune, all Qualified Devices on which Enrolled Affiliate expects to run the Windows Desktop Operating System Upgrade must be licensed to run, and have installed on them, one of the qualifying operating systems identified in the Product List. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent orders and system refreshes during the term of this Enrollment. Exclusions are subject to change when new versions of Windows are released.

For example: The following are not considered qualifying operating systems: (1) ANY Windows Home or Starter edition; (2) Embedded Systems; and (3) Linux. These are examples of exclusions only and may change. Please see Product List for all current qualifying operating systems.

- c. **Transitions.** The following requirements apply to Transitions:
  - (i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. While Enrolled Affiliate may Transition any time, it will not be able to reduce Licenses or associated Software Assurance prior to the end of the Transition Period.
  - (ii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance will need to be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.
  - (iii) If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.
  - (iv) If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.
- d. **Effect of Transition on Licenses.** Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.

- (i) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.
- (ii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the total of installments paid versus total amounts due (paid and payable) for the Transitioned Product.
- (iii) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

#### 4. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment. Price Level's will be captured in the Product Selection Form.

- b. **Setting Prices.** Enrolled Affiliate's prices for each Product will be established by its Reseller. Microsoft's prices for Resellers are fixed throughout the Enrollment term based upon current prices at the time of the initial order for the Product. This includes the following:
  - (i) Any future pricing (if applicable); and
  - (ii) Prices for Transitions, including any prices related to the use of a Product during the Transition Period (if applicable).

## 5. **Order requirements.**

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices.
  - (i) **Initial Order.** Initial order must include at least 250 Licenses from one of the four groups outlined in the Product Selection Form.
  - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
  - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
  - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- b. **Adding Products.**
  - (i) **Adding new Products not previously ordered.** Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment or as part of a renewal. New Enterprise Online Services may be added by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
  - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).
- c. **True-up orders.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in Licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reductions (if permitted). Microsoft, at its discretion and as permitted by applicable law, may validate the customer true-up data submitted through a formal product deployment assessment, using an approved Software Asset Management ('SAM') Partner.

The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. Enrolled Affiliate may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.

  - (i) **Enterprise Products.** Enrolled Affiliate must determine the current number of Qualified Devices and Qualified Users (if ordering user-based Licenses) and order the License difference (if any), including any Enterprise Online Services.

- (ii) **Additional Products.** For Products which have been previously ordered, Enrolled Affiliate must determine the Additional Products used and order the License difference (if any).
- (iii) **Online Services.** For Online Services identified as eligible for true-up orders in the Product List, Enrolled Affiliate must first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.
- (iv) **Late true-up order.** If the true-up order is not received when due:
  - 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.
  - 2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- (v) **Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change.
- (vi) **Subscription License Reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses on a prospective basis if permitted in the Product List as follows:
  - 1) For Subscription Licenses part of an Enterprise-wide commitment, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. Step-up Licenses do not count towards this total count.
  - 2) For Enterprise Online Services not a part of an Enterprise-wide commitment, Licenses can be reduced as long as the initial order minimum requirements are maintained.
  - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

- (vii) **Update statement.** An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due at least 30 days prior to the Expiration Date.
- d. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
  - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

- (iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.
- (iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

## **6. Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

## **7. End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal Option.** At the Expiration Date, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Product Selection Form and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new Agreements and Enrollments.
- c. **If Enrolled Affiliate elects not to renew.**
  - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.
  - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.
    - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Government Partner must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
    - 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Government Partner must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.
  - (iii) **Online Services not eligible for an Extended Term.** If Online Services are not identified as eligible for an Extended Term in the Product List, the Licenses will be

cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

**(iv) Customer Data.** Upon expiration or termination of a License for Online Services, Enrolled Affiliate must tell Microsoft whether to:

- 1) disable its account and then delete its Customer Data ("Data Deletion"); or
- 2) retain its Customer Data in a limited function account for at least 90 days after expiration or termination of the License for such Online Service (the "Retention Period") so that Enrolled Affiliate may extract its Customer Data.
- 3) If Enrolled Affiliate indicates Data Deletion, Enrolled Affiliate will not be able to extract its Customer Data. If Enrolled Affiliate indicates it wants a Retention Period, Enrolled Affiliate will be able to extract its Customer Data through Microsoft's standard processes and tools, and Enrolled Affiliate will reimburse Microsoft if there are any applicable costs to the extent allowed by applicable law. If Enrolled Affiliate does not indicate either Data Deletion or a Retention Period, Microsoft will retain Enrolled Affiliate's Customer Data in accordance with the Retention Period.
- 4) Following the expiration of the Retention Period, Microsoft will disable Enrolled Affiliate's account and then delete its Customer Data.
- 5) Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data. Enrolled Affiliate agrees Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

**d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" Section of the agreement.

**e. Early termination.** Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

## Enrollment Details

### 1. Enrolled Affiliate's Enterprise.

Identify which Affiliates are included in the Enterprise. Check only one box in this section:

- Enrolled Affiliate  
 Enrolled Affiliate and the following Affiliate(s):

- Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

### 2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

**Name of entity (must be legal entity name)\*** City of Brawley  
**Contact name\* First** James **Last** Arthur  
**Contact email address\*** jarthur@brawley-ca.gov  
**Street address\*** 351 Main Street  
**City\*** Brawley **State/Province\*** CA  
**Postal code\*** 92227-2419  
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\*** USA  
**Phone\*** 760-351-8805 **Fax** 760-351-1719  
**Tax ID**

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may

grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

Same as primary contact

**Name of entity\*** CompuCom Systems, Inc.

**Contact name\* First** Sam **Last** Andrews

**Contact email address\*** sam.andrews@compucom.com

**Street address\*** 7171 Forest Lane

**City\*** Dallas **State/Province\*** TX

**Postal code\*** 75230-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** USA

**Phone\*** 818-988-2195 **Fax**

**Language preference.** Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

c. **Microsoft Account Manager.** Microsoft Account Manager for this Enrolled Affiliate is:

**Microsoft account manager name:** Gina Kirby

**Microsoft account manager email address:** gkirby@microsoft.com

d. **Media delivery contact (DO NOT COMPLETE IF ATTACHING MEDIA ELECTION FORM).**

This is the contact at the ship to/electronic delivery address.

Same as notices contact and Online Administrator

**Name of entity\***

**Contact name: First\* Last\***

**Contact email address (required for online access)\***

**Street address (no PO boxes accepted)\***

**City\* State/Province\***

**Postal code\***

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\***

**Phone\* Fax**

e. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

Same as notices contact and Online Administrator

**Name of entity\***

**Contact name\*: First Last**

**Contact email address\***

**Street address\***

**City\* State/Province\* Postal code\***

**Country\***

**Phone\* Fax**

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

f. **Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** CompuCom Systems, Inc.

**Street address (PO boxes will not be accepted)\*** 7171 Forest Lane

**City\*** Dallas **State/Province\*** TX **Postal code\*** 75230

**Country\*** USA

**Contact name\*** Stacy Price

Phone\* 972-856-5520 Fax  
Contact email address\* stacy.price@compucom.com

The undersigned confirms that the information is correct.

<b>Name of Reseller*</b> CompuCom Systems, Inc.
<b>Signature*</b> _____
<b>Printed name*</b> Stacy Price
<b>Printed title*</b> Microsoft BDM
<b>Date*</b>

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- g. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- Additional notices contact
  - Software Assurance manager
  - Subscriptions manager
  - Customer Support Manager (CSM) contact

**3. Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing?  Yes,  No.

# Enterprise and Enterprise Subscription Enrollment Product Selection Form – State and Local

Enrollment Number  
 Microsoft to complete for initial term  
 Reseller to complete for renewal

**Step 1. Please indicate whether Enrolled Affiliate is ordering Enterprise Products or Enterprise Online Services on the initial enrollment order. Choose both if applicable.**

**Enterprise Products.** Choose platform option: Professional Desktop

Qualified Devices: 100

Qualified Users: 160

**Enterprise Online Services<sup>1</sup>**

**Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order.** Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products <sup>2</sup>	Quantity
<b>Office Professional Plus</b>	
Office Pro Plus	100
Office Pro Plus for Office 365	
<b>Office 365 Plans</b>	
Office 365 (Plan E1)	
Office 365 (Plan E2)	
Office 365 (Plan E3)	
Office 365 (Plan E4)	
<b>Client Access License (CAL). Choose 1 Option.</b>	
<input checked="" type="checkbox"/> <b>Core CAL, including Bridge CAL's (if applicable)</b>	
Core CAL	160
Core CAL Bridge for Office 365	
Core CAL Bridge for Windows Intune	
Core CAL Bridge for Office 365 and Windows Intune	
<input type="checkbox"/> <b>Enterprise CAL (ECAL)</b>	
ECAL	
ECAL Bridge for Office 365	
ECAL Bridge for Windows Intune	
ECAL Bridge for Office 365 and Windows Intune	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: User	
<b>Windows Desktop</b>	
Windows OS Upgrade	100
Windows VDA	
<b>Windows Intune</b>	
Windows Intune	
Windows Intune Add-on <sup>3</sup>	
<b>Other Enterprise Products</b>	
Microsoft Desktop Optimization Pack (MDOP) <sup>4</sup>	

If selecting Windows Desktop or Windows Intune option, Enrolled Affiliate acknowledges the following:

- a. The Windows Desktop Operating System Upgrade licenses offered through this Enrollment are not full licenses. The Enrolled Affiliate and any included Affiliates have qualifying operating system licenses for all devices on which the Windows Desktop Operating System Upgrade or Windows Intune licenses are run.
- b. In order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that Enrolled Affiliate has acquired qualifying operating system licenses. See the Product List for details.

**Step 3. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):**

Products <sup>2</sup>	
<input type="checkbox"/>	Office Pro Plus for Office 365
<input type="checkbox"/>	Office 365 (Plan E1)
<input type="checkbox"/>	Office 365 (Plan E2)
<input type="checkbox"/>	Office 365 (Plan E3)
<input type="checkbox"/>	Office 365 (Plan E4)
<input type="checkbox"/>	Enterprise CAL (ECAL) Step-up, including Bridge CALs
<input type="checkbox"/>	Windows Intune
<input type="checkbox"/>	Windows Intune Add-on <sup>3</sup>

**Step 4. Establish the Enrolled Affiliate's Price Level.** Enrolled Affiliate must first count the quantity of Software Assurance and Licenses in each of the groups as described below by using the quantities entered in the above table. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "D" throughout the term of the Enrollment. Do not include Bridge CALs, as License quantities are determined by the corresponding Enterprise Online Service(s).

Products	Price Group	Qty from above	Qty	Price Level
Office Professional Plus + Office Professional Plus for Office 365 + Office 365 (Plans E2-E4)	1	100	250 and Above	D
Client Access License + Office 365 (Plans E1-E4)	2	160		
Client Access License + Windows Intune Add-on + Windows Intune	3	160		
Windows Desktop Upgrade + Windows VDA + Windows Intune	4	100		
Product Offering/Pool				Price Level
<b>Enterprise Products and Enterprise Online Services:</b> Set price level using the highest quantity from Groups 1 through 4				D
<b>Additional Product Application Pool:</b> Set price level using quantity from Group 1				D
<b>Additional Product Server Pool:</b> Set price level using the highest quantity from Group 2 or 3				D
<b>Additional Product Systems Pool:</b> Set price level using quantity from Group 4				D

<sup>1</sup> Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

<sup>2</sup> Additional Products may be included on the order, but are not selected on this form.

<sup>3</sup> Windows Intune Add-on requires purchase of Windows OS Upgrade or Windows VDA.

<sup>4</sup> MDOP requires purchase of Windows OS Upgrade, Windows VDA, or Windows Intune.

**This form must be attached to a signature form to be valid.**



## Enterprise Enrollment – State and Local Amendment ID W16

Proposal ID
-------------

**1. On the first page of the Enrollment, the following is added after the second paragraph:**

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 250 or more Qualified Desktops; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Desktops, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Desktops and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee. This Amendment may only be submitted against an existing Pre 2011 Enterprise Agreement and may not be contingent on submittal of a new Enterprise Agreement.

**2. The section entitled “Establishing Customer price level,” is hereby amended and restated in its entirety with the following:**

***Establish The Customer price level.***

The price level indicated in this section will be Customer’s price level for the initial Enrollment term for all Enterprise Products Enrolled Affiliate orders and for any Additional Products in the same pool(s). Customer’s price level for any other Additional Products will be level “D”.

<b>Qualified Desktops:</b> Enrolled Affiliate represents that the total number of Qualified Desktops in its Enterprise is, or will be increased to, this number during the initial term of this Enrollment (This number <i>may be less than 250 desktops, but must be at least 25 desktops</i> ).	100
<b>Qualified Users:</b> Enrolled Affiliate represents that the total number of Qualified Users in its Enterprise is, or will be increased to, this number during the initial term of this Enrollment (This number <i>may be less than 250 users, but must be at least 25 users</i> ).	160

Number of desktops/users	Price level
250 to 2,399	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

<b>Price level</b> (for pools in which Customer orders an Enterprise Product):	<b>Qualified Desktop</b>	<b>Qualified User</b>
	D	D

<b>Price level</b> (for pools in which Customer does not order an Enterprise Product):	<b>Price level “D”</b>
--	------------------------

**3. Software Assurance renewal.**

<b>Renewing Software Assurance:</b> If customer will be renewing Enterprise Products Software Assurance coverage from a separate agreement, check this box.	<input checked="" type="checkbox"/>
---	-------------------------------------

By checking the above box, a new section is added to the Enrollment entitled “Software Assurance renewal.”

Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	Enrollment Number	Expiration Date
EA	5629992	10/31/2012

**This amendment must be attached to a signature form to be valid.**



**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date

10/16/12

City Manager

  
\_\_\_\_\_

**FROM:**

**Prepared By:** Guillermo Sillas, Associate Civil Engineer

**Presented By:** Yazmin Arellano, Public Works Director

**SUBJECT:** Grapefruit Drive Rehabilitation Project, Specification 2012-06, Change Order No. 1.

**CITY MANAGER RECOMMENDATION:** Approve the payment of Change Order No. 1 to Hazard Construction in the amount of \$15,733.73.

**DISCUSSION:**

This project was constructed on a narrow street with existing houses, partially paved driveways, fences, and utilities. The existing elevation at the connection of Grapefruit Drive with Malan Street was a fixed point without much margin to move. The existing home pads, driveways, and accesses were other constraints on the design.

Contract Change Order No. 1 includes the addition of concrete additives to allow for early access to the street. Early access minimized the inconvenience to residents and provided access and paving within 4 days of pouring the longitudinal concrete gutter versus having to wait a 10 day waiting period for access and paving the street; unforeseen elevation adjustments to the existing lots and utilities; and a Class II Base transition from Grapefruit Drive to the existing alley running east-west at the end of Grapefruit that mitigates dust in that general area.

The total amount requested by the contractor is \$15,733.73. The amount is considered reasonable and approval is recommended.

**FISCAL IMPACT:** \$15,733.73 to be reimbursed by Proposition 1B Funds

**ATTACHMENTS:** Change Order No. 1



**CONTRACT CHANGE ORDER**

Date: October 4, 2012	Project Name: Grapefruit Drive Rehabilitation Project
To: Hazard Construction 6465 Marindustry Place San Diego, CA 92121	Contractor: Hazard Construction Contract No.: 2012-06
Attn.: Chad Opper	Change Order No.: 001 Schedule: Bid Schedule Subject: Various items

**Description and Justification of Change in Scope:**

ITEM	DESCRIPTION
#6.	<u>Add additional cement to concrete for ribbon gutter.</u> Grapefruit Dr. has limited access due to its reduced width. By adding additional cement to the concrete for the ribbon gutter located on the center of the street, the concrete will achieve a strength sooner than regular concrete allowing the construction equipment to drive over it, and reducing the construction inconveniences to the residents and allowing the access to safety vehicles.
#9.	<u>Paving driveways and access sidewalk approaches.</u> Due to the difference in elevations of the existing driveways and access sidewalks with the street, it is necessary to pave an area in between the project edge of pavement and the existing driveways and access sidewalks at several residences.
#7.	<u>Lower existing water meter box.</u> Due to the difference in elevations of the residences ground and the street, it is necessary to adjust the water meter box.
#7.	<u>Raise existing water meter box.</u> Due to the difference in elevations of the residences ground and the street, it is necessary to adjust the water meter box by installing another box and grade the surrounding area.
#8.	<u>Remove 6" of native and place class II base.</u> Toward the north end of the project, there is a lateral unpaved road which has a difference in elevation with the improved Grapefruit Drive. By installing a taper with class II base, the traffic will be able to drive without a big drop on elevation and it will mitigate the dust on that road.
#10.	<u>Install water valve can and concrete ring.</u> While excavating it was found an existing water valve that needs to be exposed for a fire hydrant usage.
#1.	<u>Re-mobilize equipment for work.</u>



**CONTRACT CHANGE ORDER**

**Cost Estimate for the above:**

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<b>Bid Schedule</b>					
6	Add additional cement to concrete for ribbon gutter.	1	LS	\$3,296.48	\$3,296.48
9	Paving driveways and access sidewalk approaches.	1	LS	\$5,156.60	\$5,156.60
7	Lower water meter box.	1	LS	\$244.95	\$244.95
7	Raise existing water meter box.	4	EA	\$331.20	\$1,324.80
8	Remove 6" of native and place class II base.	1	LS	\$3,194.70	\$3,194.70
10	Install water valve can and concrete ring.	1	LS	\$791.20	\$791.20
1	Re-mobilize equipment for work.	1	LS	\$1,725.00	\$1,725.00
				SUBTOTAL	\$15,733.73
	10% Retention				\$1,573.37
<b>TOTAL AMOUNT OF THIS CHANGE ORDER LESS 10% RETENTION:</b>					<b>\$14,160.36</b>

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

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

The time extension for this work will be deferred. This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.

TOTAL ADDITIVE CHANGE:                     \$15,733.73                    .

Current Contract amount :	\$89,451.90	
Amount of Change :	\$15,733.73	
New Contract amount :		\$105,185.63



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**CONTRACT CHANGE ORDER**

	_____ Contractor Representative	_____ Date
City:	_____ Construction Manager	_____ Date
City:	_____ Director of Public Works	_____ Date
City:	_____ City Manager	_____ Date
City:	_____ Director of Finance	_____ Date

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: October 16, 2012

City Manager:



**PREPARED BY:** Shirley Bonillas, Personnel & Risk Management Administrator

**PRESENTED BY:** Shirley Bonillas, Personnel & Risk Management Administrator

**SUBJECT:** Employee Paid Member Contributions to CALPERS – Brawley Police Sergeants' Association

**CITY MANAGER RECOMMENDATION:** Approve Resolution No. 2012- pertaining to employees represented by the Brawley Police Sergeants' Association bargaining unit and payment of 9% of employee portion of CALPERS beginning October 1, 2012.

**DISCUSSION:** For the last month, management and the Brawley Police Sergeants' Association have met to review joint opportunities to address the long term sustainability of the City's pension plan. The attached resolution represents the outcome of productive dialogue with the Brawley Police Sergeants' Association (BPSA). In combination with the agreement to extend the existing Memorandum of Understanding between the City and the BPSA to June 30, 2016, members of the BPSA will contribute 9% of base pay, incentives and uniform allowance to the employee portion of the CALPERS benefit as of October 1, 2012.

**FISCAL IMPACT:** Each member of the BPSA will pay the employee portion of CALPERS which is currently at 9% of base pay, including incentives and the uniform allowance of \$1,000 per year.

**ATTACHMENTS:** Resolution of the City Council of the City of Brawley Relating to Employees Represented by the Brawley Police Sergeants' Association Bargaining Unit Regarding Payment of CALPERS Member Contributions

**RESOLUTION NO. 2012-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY RELATING TO EMPLOYEES REPRESENTED BY THE BRAWLEY POLICE SERGEANTS' ASSOCIATION BARGAINING UNIT REGARDING PAYMENT OF CALPERS MEMBER CONTRIBUTIONS**

**RECITALS**

WHEREAS, the governing body of the City of Brawley has the authority to implement Government Code Section 20691; and

WHEREAS, the governing body of the City of Brawley has approved a contract extension of the Brawley Police Sergeants' Association, a recognized bargaining unit which provides for the manner in which the normal member contributions will be to be paid; and

WHEREAS, one of the steps in the procedure to implement Government Code Section 20691 is the adoption of a Resolution regarding payment of the normal member contribution (Employer Paid Member Contributions, "EPMC"); and

WHEREAS, the governing body of the City of Brawley has identified the following conditions for the purpose of its election regarding EPMC as follows:

- This benefit shall apply to all employees who are represented by the Brawley Police Sergeants' Association as of **October 1, 2012**.
- This benefit shall consist of the City of Brawley paying 0% of the normal member contributions as EPMC.
- The effective date of this Resolution shall be **October 1, 2012**.

**NOW, THEREFORE, BE IT RESOLVED** that the foregoing recitals are true and correct and are incorporated herein by this reference and the governing body of the City of Brawley elects to pay EPMC, as set forth above.

**PASSED, ADOPTED AND APPROVED** at a regular meeting of the City Council of the City of Brawley held on the 16th day of **October, 2012**.

CITY OF BRAWLEY

-----  
George Nava, Mayor

ATTEST:

\_\_\_\_\_  
Janet Smith, Deputy City Clerk

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date 10/16/12  
Agenda Item No. RBM  
City Manager \_\_\_\_\_

**FROM:**

**Prepared By:** Yazmin Arellano, Public Works Director

**Presented By:** Rosanna Bayon Moore, City Manager

**SUBJECT:** Property Access Agreement for APN: 047-060-044 (North Yard) with Chevron Environmental Management Company (CEMC) for monitoring well at 1025 N. River Drive.

**CITY MANAGER RECOMMENDATION:** Authorize City Manager to execute Property Access Agreement with Chevron Environmental Management Company to Complete an Environmental Investigation Associated with Property Located at 1025 N. River Drive.

**DISCUSSION:**

Chevron Environmental Management Company (CEMC) is requesting access to a City owned property APN 047-060-044 commonly known as "The North Yard," to complete an environmental investigation associated with the property located at 1025 River Drive. The investigation is being conducted under the regulatory oversight of the California Department of Toxic Substances Control (DTSC) and includes the installation of one monitoring well approximately 25 feet north of the south property fence and 200 feet east of the west property fence. The monitoring well will be 2 inches in diameter and approximately 32 feet deep. The monitoring well will be fitted with a locking well cap and protected by a flush mount well cover.

The samples will be taken on a quarterly basis for one year and semi-annually thereafter. The proposed agreement is for 2 years with an option to renew for an additional 2 years upon City approval.

**FISCAL IMPACT:** None at this time.

**ATTACHMENTS:** Property Access Agreement with CEMC



Kim Jolitz  
Project Manager

**Chevron Environmental  
Management Company**  
6101 Bollinger Canyon Road  
San Ramon, CA 94583-2324  
Tel (925) 790-3946  
Fax (925) 790-6772  
kjolitz@chevron.com

October 11, 2012

Ms. Rosanna Bayon Moore  
City Manager  
City of Brawley  
383 Main Street  
Brawley, CA 9227

Re: Revised Property Access Agreement, APN: 047-060-044

Dear Ms. Moore,

Per your email request on October 10, 2012, Chevron Environmental Management Company (CEMC) has revised the Access Agreement for the North Yard property (APN: 047-060-044). Chevron is requesting access to this property to complete an environmental investigation associated with the property located at 1025 River Drive. The investigation is being conducted under the regulatory oversight of the California Department of Toxic Substances Control (DTSC) and includes the installation of one (1) monitoring well (MW-11) at the approximate location shown on Figure 1. This monitoring well will be approximately two inches in diameter and 32 feet deep. It will be sampled quarterly for one year and semi-annually thereafter. The abandonment or removal of the well will be at the direction of the DTSC. CEMC will have the financial responsibility for monitoring, sampling and abandoning the well. CEMC will also be financially responsible for any annual monitoring fees DTSC might submit.

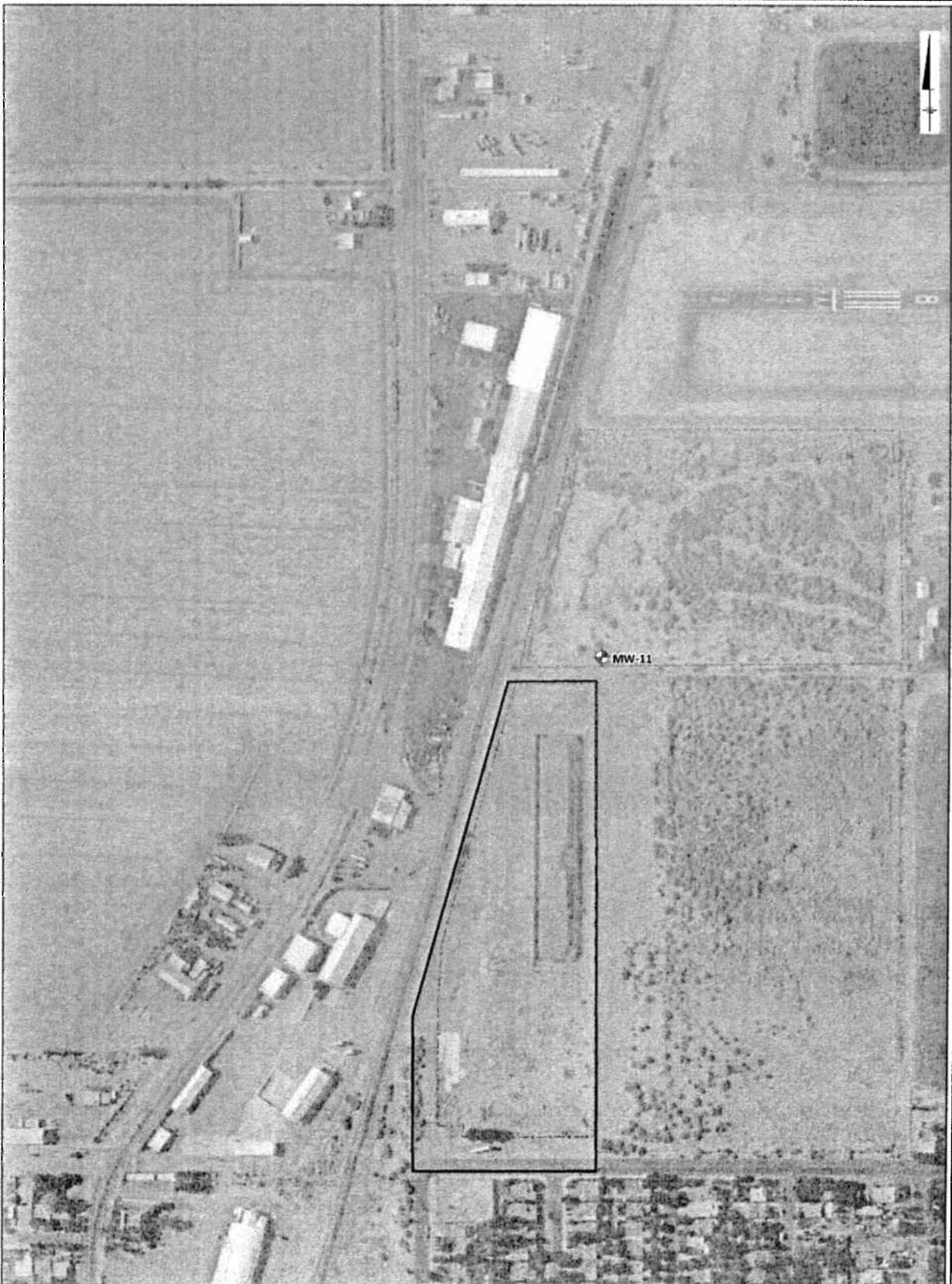
Enclosed are two duplicate Access Agreements granting CEMC authority to enter your property and perform environmental assessment and monitoring activities in connection with the new monitoring well. If acceptable to you, please sign both documents and return them to my attention. I will then have both documents executed on behalf of CEMC and return a fully executed original to you for your records.

If you have any questions, please don't hesitate to call me at (925) 790-3946.

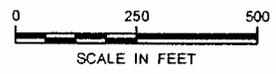
Sincerely,

  
Kim Jolitz  
Project Manager

Enclosures: Figure 1 – Proposed Monitoring Well Location  
Property Access Agreement



- LEGEND:
-  PROPOSED MONITORING WELL
  -  FENCE
  -  APPROXIMATE PROPERTY BOUNDARY PER DEED



069

CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY  
FORMER PUREGRO FACILITY, BRAWLEY, CALIFORNIA

**PROPOSED MONITORING  
WELL LOCATION**



FIGURE

1

## PROPERTY ACCESS AGREEMENT

**THIS PROPERTY ACCESS AGREEMENT** ("*Agreement*") is entered into by and between the **Chevron Environmental Management Company (CEMC)**, as attorney-in fact for the **Union Oil Company of California (Unocal)**, a California corporation, and the City of Brawley ("*Owner*").

### RECITALS

A. Owner holds record title to certain real property identified as Assessor's Parcel Number 047-060-044, in the City of Brawley, Imperial County, State of California (the "*Property*"), is the subject of this Agreement;

B. CEMC seeks Owner's authorization to access the Property to conduct the Work, as defined in Paragraph 1 (**1. RIGHTS GRANTED**) below; and

C. Owner is willing to grant CEMC access to the Property for the purposes described below.

### TERMS AND CONDITIONS

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein, the parties hereby agree as follows:

#### **1. RIGHTS GRANTED**

Owner hereby grants to CEMC, its employees, agents, representatives, consultants and contractors, a license over, under and across the Property for the purpose of installing and sampling a new monitoring well (MW-11) quarterly or semi-annually in accordance with the California Department of Toxic Substances Control ("*DTSC*") Imminent and Substantial Endangerment Determination and Consent Order. Docket No. I&SE-CO 03/04-009 and the approved Work Plan for Groundwater Monitoring Well Installation and Sampling (the "*Work*"). The Work includes the installation, development, surveying, monitoring and sampling, as well as destruction of the new monitoring well (MW-11) under the direction of DTSC.

Monitoring well MW-11 will be installed approximately 25 feet north of the south Property fence and 200 feet east of the west Property fence. The location may be modified based on utility clearance and accessibility considerations. The monitoring well will be two inches in diameter and approximately 32 feet deep. It will be constructed with schedule 40 polyvinyl chloride ("*PVC*") casing with a 0.010-inch slotted PVC screen from approximately 17 to 32 feet below ground surface. A clean sand filter pack will be placed around the casing from the bottom of the well to approximately two feet above the screened interval. Neat cement will be used to fill the remaining annular space to within one foot of the ground surface. The monitoring well will be fitted with a locking well cap and protected by a flush mount well cover. The abandonment or removal of the well will be at the direction of the DTSC and will take place in accordance with DTSC standards.

## **2. PERFORMANCE OF THE WORK**

CEMC agrees, at its sole cost and expense, to conduct and perform the Work (as defined under Term 1) in a prompt, safe, efficient and workmanlike manner and in compliance with all applicable federal, state or local laws, regulations or ordinances. CEMC will be financially responsible for the well abandonment and any associated monitoring fees presented by the DTSC. CEMC agrees to coordinate its activities with owner to minimize any impairment of access by customers or business invitees of owner to the property and any inconvenience to, or disruption of, owner's business on the property. CEMC also agrees to coordinate with Owner to obtain property access prior to conducting any work. Further, CEMC agrees to promptly provide Owner with all monitoring test results as they are procured by CEMC.

## **3. TERM**

The license granted herein shall terminate upon completion of the Work or after a period of two (2) years, whichever occurs first. CEMC retains an option to renew this Agreement for an additional two (2) year term upon Owner approval.

## **4. RESTORATION**

If entry onto the Property by CEMC, or exercise by CEMC of any of its rights or obligations under this Agreement, result in any physical damage to the Property (ordinary wear and tear excepted), CEMC shall promptly repair and restore the portions of the Property damaged to substantially the same condition as existed prior to the damage or exercise of such right or obligation.

## **5. INDEMNITY**

CEMC agrees to indemnify, defend and hold Owner, its agents, successors, and assigns, harmless from and against any claims, causes of action, or lawsuits brought by a third party relating to the performance of the Work, including but not limited to, any acts or omissions of CEMC, its agents and consultants, and any agents or subcontractors of such consultants on the Property. CEMC shall undertake all activities conducted under this Agreement at its sole cost and expense.

## **6. INSURANCE**

In lieu of insurance coverage, CEMC maintains a self-administered claims program with respect to its duties hereunder. CEMC shall require contractors who perform the Work under this Agreement to maintain liability insurance coverage in accordance with CEMC's standard practices.

## **7. LIENS**

CEMC shall discharge at once or bond or otherwise secure against all liens and attachments that are filed in connection with the Work, and shall indemnify and save Owner and the Property harmless from and against any and all loss, damage, injury, liability and claims thereof resulting directly from such liens and attachments.

## **8. NOTICES**

Any notices required to be made under this Agreement shall be made in writing to the address of the appropriate party as set forth below. All such notices shall be deemed to have

been duly given and received upon mailing, delivery by courier or personal delivery service, or by email, provided that email delivery shall be effective when the sender has received an electronic confirmation of delivery. Parties may alter or modify their notice address by delivery of written notice pursuant to the terms of this Agreement.

**To CEMC:** c/o Chevron Environmental Management Company  
Attn.: Kim Jolitz  
6101 Bollinger Canyon Road  
San Ramon, CA 94583-2323  
Phone: (925) 790-3946  
Email: kjolitz@chevron.com

**To Owner:** Rosanna Bayon Moore  
City Manager  
City of Brawley  
383 Main Street  
Brawley, CA 9227

During the term of this Agreement, CEMC shall give reasonable advance notice (but in any event no less than five business days) of any initiation of field activities at the Property.

#### **9. APPLICABLE LAW**

This Agreement shall be interpreted, and any dispute arising hereunder shall be resolved, in accordance with the substantive laws of the State of California, without reference to choice of law rules.

#### **10. COMPLIANCE WITH LAWS**

Throughout the term of this Agreement, CEMC and Owner shall at all times comply fully with all applicable laws, ordinances, rules, and regulations of any governmental agency having jurisdiction over the Property.

#### **11. BINDING EFFECT**

Subject to the limitations set forth herein, this Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Owner shall promptly notify CEMC of any transfer of its interest in the Property and shall provide a copy of this Agreement to any and all transferees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date set forth below.

**CEMC:**

**CHEVRON ENVIRONMENTAL  
MANAGEMENT COMPANY,  
as ATTORNEY-IN FACT for  
UNION OIL COMPANY OF  
CALIFORNIA,  
a California corporation**

Dated: \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**OWNER:**

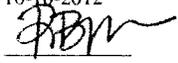
**ROSANNA BAYON MOORE  
CITY MANAGER, for the  
CITY OF BRAWLEY**

Dated: \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: 10-16-2012

City Manager: 

**FROM:** Prepared by: Rosanna Bayon Moore, City Manager  
Presented by: Rosanna Bayon Moore, City Manager

**SUBJECT:** Memorandum of Understanding (MOU) Between ORMAT Nevada, Inc. (ONI) and the City of Brawley

**CITY MANAGER RECOMMENDATION:** Authorize the City Manager to extend terms of MOU with ORMAT Nevada, Inc. for 1 Year from November 1, 2012 to October 31, 2013

**DISCUSSION:**

In October of 2009, the City of Brawley and ORMAT Nevada, Inc. (ONI) entered into a Memorandum of Understanding regarding the potential development of a Tertiary Wastewater Treatment Facility. ONI has requested a one year extension of the term of exclusivity. Per Section 3 of the original executed agreement, the exclusive period may be extended for up to two additional one year terms. This is the final extension option provided for in the agreement. All other original terms of the document dated October 6, 2009 apply.

**FISCAL IMPACT:** None at this time

**ATTACHMENTS:** Fully executed Memorandum of Understanding dated October 6, 2011

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of October 6, 2009 by and between the City of Brawley, a California city ("City"), and Ormat Nevada, Inc., a Delaware corporation ("ONI").

### RECITALS

- A. ONI is a leading vertically integrated company dedicated to providing solutions for geothermal power, recovered energy generation and remote power.
- B. The City owns and operates a municipal and industrial wastewater treatment plant. Pursuant to California Regional Water Quality Control Board Order No. R7-2005-0021, National Pollutant Discharge Elimination System Permit No. CA0104523, issued on June 29, 2005, the City is required to upgrade its wastewater treatment plant to secondary treatment and meet lowered effluent limitations.
- C. The City and ONI wish to set forth the parameters by which each party may investigate the feasibility of pursuing the design, financing, development and operation of a tertiary wastewater treatment plant. Subject to the City's completion of its secondary wastewater treatment plant with a design capacity of 5.9 million gallons per day ("MGD"), ONI desires to plan, design, permit, build, finance and transfer a tertiary upgrade to the City's secondary wastewater treatment plant ("Project") for the City to operate.
- ✓ D. Subject to each parties' approval of the agreements contemplated by this MOU and such other approvals as may be required by law, the City desires to operate the Project and sell, at a cost to be negotiated by the parties, all the treated effluent from the Project to ONI for beneficial use.
- E. ONI and the City desire to enter into this MOU to set forth the terms and conditions for: (i) preparing the preliminary, conceptual design for the Project, obtaining necessary regulatory permits and conducting environmental review for the Project; (ii) negotiating and entering into a Project Development Agreement, which shall be based on the terms and conditions set forth in this MOU and provide for the final design, construction and financing of the Project, if approved; and (iii) negotiating and entering into an Operations Agreement for the Project, if approved.
- F. The parties recognize and acknowledge all of the following: (i) no commitment can be made to carry out any project unless and until the environmental review and assessment required by the California Environmental Quality Act ("CEQA") has been completed; and (ii) for the purposes of this MOU, projects that may require CEQA compliance include: (a) the City's approval of the Project Development Agreement for the final design, construction and financing of the Project; (b) construction and operation by the City of a secondary wastewater treatment plant; and (c) construction and operation by ONI or the City of the Project, none of which shall be effective unless and until the environmental review and assessment required by CEQA has been completed.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other covenants and conditions contained herein, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Secondary Wastewater Treatment.** The parties acknowledge and agree that, based upon legal requirements that are independent of this MOU, the City is planning, designing, permitting, financing and constructing a secondary wastewater treatment plant with an estimated completion date of December 2011.
2. **Tertiary Wastewater Treatment.** Pursuant to this MOU, ONI will prepare the conceptual design, obtain permits and conduct environmental review for the Project in accordance with the terms and conditions set forth herein and all applicable laws.
  - 2.1 **Design.** ONI shall create the conceptual design for the Project based upon a design capacity of 5.9 MGD and secondarily-treated inflow quality data provided by the City. The City shall provide such data to ONI according to the schedule in Exhibit A. The City shall review and approve the engineering aspects of the conceptual Project design prepared by ONI, which approval shall not be unreasonably withheld or delayed. The conceptual design will then serve as the basis for environmental review of the Project under CEQA.
  - 2.2 **Permitting.** ONI shall be responsible for, and shall exercise reasonable efforts to acquire, all regulatory permits needed for construction of the Project; except that ONI shall not be required to continue seeking permits if ONI determines that the Project is infeasible or permits are unlikely to be obtained on reasonable terms and conditions. The City shall be responsible for, and shall exercise reasonable efforts to acquire, all regulatory permits needed for operation of the Project. Each party agrees to cooperate in good faith to assist the other party in obtaining all regulatory permits described above.
  - 2.3 **Environmental Review.** The City shall act as the lead agency for environmental review of the Project in accordance with Section 7 of this MOU. The City retains its discretion to independently, fully and fairly evaluate each approval and environmental documentation prepared pursuant to CEQA.
3. **Exclusivity.** The City shall work exclusively with ONI to plan and design the Project and negotiate the definitive Project Development Agreement and Operations Agreement as further described herein, for a period of twenty-four (24) months from execution of this MOU (the "Exclusive Period"). The Exclusive Period may be extended for up to two (2) additional one (1) year terms upon written notice by one party to the other party at least thirty (30) days prior to the then-applicable ending date of the Exclusive Period. This section 3 is not subject to section 6, as the parties fully intend this section 3 to have a binding effect.
4. **Project Development Agreement.** During the Exclusive Period, the parties shall negotiate in good faith the terms of a Project Development Agreement related to the Project, with the following general terms. The Project Development Agreement will be considered for approval following the completion of all environmental review required under CEQA.

**4.1 Real Property for Project.** The parties shall agree on the City's provision of all real property, rights-of-way for utilities and access as reasonably required for the Project including, if feasible, locating the Project on the same parcel as or reasonably adjacent to the City's wastewater treatment plant.

**4.2 Final Design.** ONI shall be responsible for the final design of the Project. The final design shall conform to the conceptual design prepared pursuant to Section 2.1 and enable the Project to meet all regulatory standards, including but not limited to Title 22, California Code of Regulations section 60306(a) as amended. The City shall review and approve the final Project design prepared by ONI based on engineering standards, which approval shall not be unreasonably withheld or delayed.

**4.3 Construction, Finance and Testing.** ONI shall be responsible for the construction and finance of the Project if approved. Upon completion of construction of the Project, ONI shall conduct operational tests for the Project to ensure that it operates to meet all standards set forth in Section 4.2. The City agrees to cooperate in good faith with ONI for all operational tests. Once all tests have been successfully completed, ONI shall certify that the Project is operational and deliver notice of such certification to the City, the date of which shall be the "Certification Date." The City reserves the right to inspect the project during construction and ONI will respond to the City's comments in good faith.

**4.4 Warranty.** ONI agrees to provide the City with a limited time materials and workmanship warranty for the Project.

**4.5 Training.** ONI agrees to provide training to City employees prior to commissioning of the Project, at no cost to the City, and provide technical support for a period of up to (30) days following the Certification Date.

**4.6 Dedication.** As of the Certification Date, ONI agrees to offer the Project to the City, at no additional cost, in accordance with the terms and conditions of the Project Development Agreement and Operations Agreement. Upon ONI's completion of construction of the Project in accordance with ONI's obligations hereunder, the City agrees to accept ONI's offer of the Project subject to any terms and conditions agreed to in the Program Development Agreement. The City thereafter shall own the Project and shall be responsible for all costs resulting from or associated with ownership, operation, maintenance, repair, replacement and improvement of the Project and the delivery of project effluent to ONI pursuant to the Operations Agreement described in Section 5.

**5. Operations Agreement.** During the Exclusive Period, the parties shall negotiate in good faith the terms of an Operations Agreement related to the Project, with the following general terms. The Operations Agreement will be considered for approval following the completion of all environmental review required under CEQA.

**5.1 Term.** The term of the Operations Agreement shall be 30 years commencing as of the Certification Date ("Term"), and may be extended based on terms established by the parties in the Operations Agreement.

**5.2 Operations and Maintenance.** The City shall operate, maintain, repair, replace and improve the Project as needed for Project effluent to meet the water quality standards set forth in Section 4.2. ONI agrees to pay the City for all operations and maintenance expenses actually and reasonably incurred for the Project according to a mechanism agreed upon by the parties in the Operations Agreement. ONI shall have the right to inspect, audit and comment on the operation and maintenance of the Project, and the City shall consider such comments.

**5.3 Delivery of Effluent.** In return for ONI's investment in the Project and ONI's payment of operation and maintenance costs as described in section 5.2 above, the City agrees to deliver all treated effluent produced by the Project to ONI at a cost to be determined in and in accordance with the terms and conditions set forth in the Project Development Agreement and the Operations Agreement.

**5.4 Abandonment.** At the end of the Term, the City will be free to utilize the treated effluent as it wishes and agrees to be wholly responsible for the Project, including, as deemed appropriate by the City, the abandonment and reclamation of the Project at the City's sole expense.

**6. Nonbinding Effect of MOU.** This MOU is a memorandum of understanding only. There is no legally binding or enforceable contract between the parties pertaining to the subject matter of this MOU, and statements of intent or understandings in this MOU do not constitute an offer, acceptance or legally binding agreement and do not create any rights or obligations for or on the part of any party to this MOU. The parties intend to negotiate definitive agreements in the Project Development Agreement and Operations Agreement described in Sections 4 and 5 of this MOU, to supplement the provisions of this MOU.

**7. Compliance with California Environmental Quality Act.**

**7.1 Lead Agency.** As the agency with the greatest responsibility for subsequent approvals that constitute the Project, the City shall be lead agency for the Project under this MOU pursuant to California Public Resources Code section 21067 and CEQA Guidelines section 15051.

**7.2 Environmental Review and Analysis.** ONI shall retain a qualified consultant or consultants to conduct the environmental review of the Project, subject to approval by the City of such consultant/s, which approval shall not be unreasonably withheld. As lead agency, the City will first consider whether the Project is exempt under CEQA. If the Project is not exempt, ONI and its consultant/s will prepare an initial study for independent review by the City to determine whether the Project may have a significant effect on the environment. The City will then determine if a negative declaration, mitigated negative declaration or environmental impact report ("EIR") will need to be prepared for the Project. ONI and its consultant/s will be responsible for preparing any documentation required under CEQA. If an EIR is prepared for the Project, ONI and its consultant/s will prepare the EIR to include all analysis required by law, including identification and meaningful evaluation of: (i) a range of reasonable alternatives to the Project that could feasibly attain the basic objectives of the Project; (ii) feasible mitigation measures that would lessen any significant adverse effects of that Project; and (iii) a no Project alternative. The City shall exercise its independent judgment in considering

the environmental document prepared and shall independently, fully and fairly evaluate whether it complies with CEQA.

**7.3 Cooperation of Parties.** The parties will cooperate with each other, in good faith and as needed, to conduct a thorough and legally sufficient CEQA review of any project pursuant to this MOU.

**7.4 Discretion of the City.** The City retains its discretion to independently, fairly and fully evaluate the Project and environmental documentation prepared pursuant to CEQA. Prior to final approval or implementation of the conceptual design of the Project, the Project Development Agreement or the Operations Agreement, the City, as lead agency, shall consider the environmental documentation prepared pursuant to CEQA. If an EIR is utilized and (1) identifies significant adverse impacts that can be reduced to a less than significant level through the adoption of feasible alternatives and/or mitigation measures, or (2) identifies significant adverse impacts that cannot be reduced to a level that is less than significant, the City shall have complete discretion, subject to the requirements of CEQA, to determine whether to adopt such alternatives and/or feasible mitigation measures and whether to approve the Project notwithstanding one or more significant environmental impacts together with a statement of overriding considerations, as the case may be.

## **8. Confidentiality.**

**8.1 Background.** The parties wish to have discussions so that they can further evaluate a potential business relationship relating to the Project and negotiate the Project Development Agreement and Operations Agreement. During such discussions, it may be necessary for ONI to disclose to the City certain information which ONI considers to be confidential information.

**8.2 Disclosure.** ONI acknowledges and agrees that information submitted to the City pursuant to this MOU may be subject to compulsory disclosure by the City upon request from a member of the public under the California Public Records Act, Government Code sections 6250 *et seq.* The City recognizes and agrees that certain information that may be disclosed by ONI or that ONI may be required to submit to the City may be considered confidential and proprietary by ONI. ONI shall specifically and clearly designate as "CONFIDENTIAL" all materials that it wishes the City to withhold from public disclosure. The City agrees not to voluntarily disclose any materials so designated to persons other than officials, attorneys, employees and consultants of the City involved in review of the Project.

**8.3 Third Party Requests.** If the City receives a request from a third party to review or copy material designated as confidential, to the maximum extent legally justifiable, it will inform the third party that the material is entitled to an exemption from disclosure under one or more of the following sections of the Public Records Act: (i) section 6254(e) exemption for utility systems development; (ii) section 6254.7(d) exemption for trade secrets; (iii) section 6254.15 exemption for corporate financial and proprietary information; and (iv) other exemptions that the City determines may be applicable. If the person who requested the information files a legal action seeking its release, the City will advise ONI and will not oppose a motion by ONI to intervene in the action. ONI must either intervene and assume defense of the

action at its sole cost or agree to pay the City's legal expenses in defending the action; otherwise, the City will have no obligation to affirmatively defend the action and may release the information sought without any liability whatsoever to ONI. ONI shall hold the City harmless from any damages, costs or expenses, including, but not limited to, any award of the other party's costs and legal expenses.

**9. General Provisions.**

**9.1 Approvals.** The parties acknowledge that there may be third-party approvals required for implementation of this MOU. The parties agree that the party needing such an approval will exercise good faith and reasonable efforts to obtain the approval when required, and the other party agrees to cooperate in good faith and with reasonable efforts to assist the party seeking approval.

**9.2 No Third Party Rights.** There are no third party beneficiaries to this MOU, except for permitted successors and assigns.

**9.3 Severability.** Any provision of this MOU found now or later to be illegal or against public policy shall be modified or changed by the parties to the extent possible to carry out the intent of this MOU. The remaining provisions shall remain in full force and effect and shall not be impaired or invalidated thereby.

**9.4 Remedies.** As remedies at law will be inadequate, each party is entitled to specific performance, injunctive and other equitable relief in case of any breach or attempted breach, and waives any requirement for bond. No remedy or election shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**9.5 No Assignment.** No party may assign, transfer or otherwise dispose of this MOU in whole or in part without the prior written consent of the other party; except, that ONI may assign its rights and responsibilities under this MOU to an affiliated entity.

**9.6 Governing Law.** This MOU shall be governed by and construed in accordance with the internal laws of the State of California.

**9.7 Time of the Essence.** Time is of the essence in respect to all provisions of this MOU that specify a time for performance; provided, however, that the foregoing may not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this MOU.

**9.8 Legal Costs.** If any party to this MOU shall take any action to enforce this MOU or bring any action or commence any arbitration for any relief against any other party, declaratory or otherwise, arising out of this MOU, the losing party shall pay to the prevailing party a reasonable sum for attorney and expert fees and costs incurred in taking such action, bringing such suit or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney and expert fees and costs due hereunder. The amount of such fees and costs shall be determined by a court of competent

jurisdiction and not by a jury. For the purposes of this Section, attorney and expert fees and costs shall include, without limitation, fees incurred in the following: (i) post judgment motions; (ii) contempt proceedings; (iii) garnishment, levy, debtor and third party examinations; (iv) discovery; (v) bankruptcy litigation; and (vi) appeals.

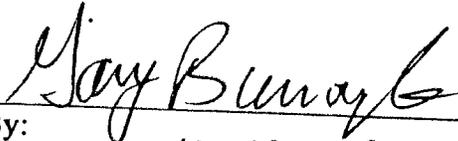
**9.9 Authorizations.** All individuals signing this MOU warrant they are authorized on behalf of any indicated entity and will indemnify, defend and hold harmless the other parties, from all damages, costs and attorney fees, if not so authorized.

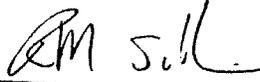
**9.10 Execution in Counterparts; Signature.** This MOU may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or PDF) as against the party signing such counterpart, but which together shall constitute one and the same instrument. This MOU may be executed by faxed or scanned and emailed signatures.

**IN WITNESS WHEREOF**, the parties have executed this MOU as of the date first stated above.

**CITY OF BRAWLEY**

**ORMAT NEVADA, INC.,  
A Delaware corporation**

  
By: \_\_\_\_\_  
Date: 10-19-09

  
By: \_\_\_\_\_  
Date: 19 OCT 09

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date

10/16/12

City Manager

RBM

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

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

**SUBJECT:** Sun Community Federal Credit Union Deposit of Funds in Lieu of Constructing a Sidewalk and Letter of Support for the Caltrans Local Maintenance Agreement Process

**CITY MANAGER RECOMMENDATION:** Authorize Agreement with Sun Community Federal Credit Union to Deposit Funds in Lieu of Constructing a Sidewalk and Authorize the City Manager to Issue a Letter of Support for the Caltrans Local Maintenance Agreement Process.

**DISCUSSION:**

Sun Community Federal Credit Union will finalize the construction of their new branch on State Highway 86 south of Wildcat Drive on October 17, 2012.

The Sun Community site plan was designed and approved by the City with an 8-foot wide pedestrian sidewalk along the State Highway 86 right of way. The California Department of Transportation (Caltrans) did not authorize the construction of the sidewalk along their right of way. The City's alternative request to Sun Community to install a sidewalk on private property adjoining the Caltrans right of way was unacceptable due to Sun Community's interest in preservation of the original landscape design.

At a meeting held on August 30, 2012 with Sun Community representatives, City staff proposed that the funding amount earmarked for the construction of the sidewalk be deposited in a City account designated to install the sidewalk at a later date when the City has jurisdiction over the State Highway 86 right of way. The new highway designation is a matter of time as development occurs along this corridor. Relinquishment is currently a topic of formal dialogue between the City of Brawley and Caltrans.

Sun Community submitted a copy of the line item earmarked for sidewalk construction, a check in the amount of \$15,000, and the hereby attached agreement to deposit funds in lieu of constructing a sidewalk. In addition, Sun Community requested a letter from the City of Brawley agreeing to participate in the Landscape Maintenance Agreement (LMA) process with Caltrans.

City staff confirmed with Caltrans District 11 Permits/Landscape Architecture Division staff the Caltrans requirement to execute LMAs only with the local public agency. According to Caltrans staff, Caltrans cannot process LMAs with a private entity. Caltrans staff expects the public agency to have some type of agreement with the private entity for maintenance in the State Highway right of way.

The City Attorney reviewed the LMA letter of support request and provided the following comments for the future agreement with Sun Community:

- The LMA shall disclose the nature and extent of the landscaping.
- The LMA shall include a provision which would permit the City to terminate it.
- The LMA shall include a provision which defines what will need to be done to the landscaped area if the LMA is terminated.
- The cost of "restoration" shall be determined. Restoration shall include a one-time cost associated with returning the property to its pre-landscaped condition.
- As part of the agreement with Sun Community to maintain, Sun Community shall provide security in the event that if the LMA is terminated for any reason, the City will have funds available to carry out the "restoration" in the event Sun Community fails to do so.

The City Attorney also reviewed and approved the language utilized in the agreement to deposit funds in lieu of constructing a sidewalk.

Staff's recommendation is for the City Council to authorize the Agreement with Sun Community to Deposit Funds in Lieu of Construction and to authorize the City Manager or her designee to issue a Letter of Support for the Caltrans LMA.

City staff will bring back to the City Council the LMA between the City and Sun Community at a future date for authorization.

**FISCAL IMPACT:** None at this time.

**ATTACHMENTS:** Agreement between City of Brawley and Sun Community Federal Credit Union to Deposit Funds in Lieu of Constructing a Sidewalk, Copy of SCFCU Check Issued to City of Brawley; Duggins Construction Correspondence re: Estimate of Sidewalk Improvement Email Communication between Sun Community Federal Credit Union representative and Caltrans District 11

**AGREEMENT  
TO DEPOSIT FUNDS IN LIEU OF CONSTRUCTING SIDEWALK**

This Agreement, made and entered into this 5<sup>th</sup> day of October, 2012, by and between the City of Brawley a Municipal Corporation, hereinafter referred to as "City" and Sun Community Federal Credit Union, hereinafter referred to as "Owner".

WHEREAS, Owner is the owner of certain real property located in the City of Brawley, County of Imperial, State of California and more particularly described as:

Lot 3, Brawley Gateway Unit 1, City of Brawley,  
County of Imperial, State of California, APN 048-430-003

WHEREAS, the Owner submitted a Site Plan to City for construction of a branch office on the real property described above (the "Site"), and City approved Owner's Site Plan; and

WHEREAS, the approved Site Plan contemplates construction of a PCC sidewalk and curb ramp along the western frontage of the Site ("the sidewalk") which is immediately adjacent to State Route 86, and within the boundaries of California Department of Transportation ("CALTRANS") access rights; and

WHEREAS, Owner submitted an encroachment permit application to CALTRANS to construct the sidewalk, and CALTRANS denied Owners encroachment permit application rendering Owner incapable of constructing the sidewalk as contemplated by the Site Plan; and

WHEREAS, City contemplates construction of the sidewalk at a later time; and

WHEREAS, Owner and City agree upon the terms and conditions hereinafter set forth,

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

1. In lieu of constructing the sidewalk, Owner agrees to immediately pay to City an amount equal to the current estimated construction costs of the sidewalk, Fifteen Thousand Dollars (\$15,000.00).

ATTEST:

CITY OF BRAWLEY

By: \_\_\_\_\_  
City Clerk

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

OWNER:

By:   
Harold Walk, CEO  
SCFCU

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-FRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

94141 (N) 98888-T



**Sun Community**  
FEDERAL CREDIT UNION

P.O. Box 4210  
El Centro, California 92244-4210  
(760) 337-4200

93-541  
920

**No. 602275**  
**OFFICIAL CHECK**

SCFCU/SIDEWALK

DATE  
10-05-12

CHECK NO.  
000602275

AMOUNT  
\*\*\*\*\*15,000.00  
FIFTEEN THOUSAND AND .00 DOLLARS

PAY  
TO THE  
ORDER  
OF

CITY OF BRAWLEY

DRAWER: SUN COMMUNITY FEDERAL CREDIT UNION

*Dale Jones*  
AUTHORIZED SIGNATURE

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.  
P.O. BOX 9476, MINNEAPOLIS, MN 55480  
DRAWEE: FIRST INTERSTATE BANK, BILLINGS, MT

⑈602275⑈ ⑆092005411⑆0160011888075⑈



341 West Crown Court • Imperial, CA 92251  
(760) 355-5600 • Fax (760) 355-6756  
Lic. # CA 290934 • AZ ROC102684  
www.dugginsconstruction.com

September 21, 2011

Sun Community Federal Credit Union  
1080 South Hwy 86  
Brawley Ca. 92231  
Attn: Glen Justice

Re: Deduct for the Caltrans Sidewalk and Handicap Ramp

1. Deduct the side walk and Handicap Ramp along the existing curb from the North Property line to the South property line at Hwy 86.

Total Deduct (15,000.00)

Respectfully submitted,

Russell Roben  
Vice President  
Duggins Construction, Inc.

## Glen Justice

---

**From:** Armando Aguilar <armando@bjengandsurv.com>  
**Sent:** Thursday, September 20, 2012 4:35 PM  
**To:** Glen Justice  
**Cc:** jose@bjengandsurv.com; Russell Roben  
**Subject:** FW: New application for landscape in the City of Brawley (Route 86) PM 19.32-19.39  
**Attachments:** Application\_2ndpage.pdf; Imp Bch LMA 11-8378 (SD-75 PM 10.1).pdf

Hello Glen,

We have just received the answer we were waiting for a long time from Cal-Trans.

As per Cal-Trans requirements, we are ready to re-submit the new information package, we just need from you a new check for \$492.00 for Cal-trans and a letter from the City of Brawley agreeing to participate in the Landscape Maintenance Agreement (LMA) process. (please see e-mail below and attachment/example).

Sincerely,

Armando Aguilar  
Engineering Technician  
Bachelor of Architecture Degree  
BJ Engineering and Surveying Inc.  
341 Crown Court, Suite 100  
Imperial CA. 92251  
Phone: (760) 353-3552 Fax: (760) 353-3751

-----Original Message-----

**From:** William O Vivar [mailto:william\_o\_vivar@dot.ca.gov]  
**Sent:** Thursday, September 20, 2012 2:26 PM  
**To:** armando@bjengandsurv.com  
**Cc:** jose@bjengandsurv.com; Khalil Ashtari; Angela Vasconcellos  
**Subject:** New application for landscape in the City of Brawley (Route 86) PM 19.32-19.39

Armando,

As I mention to you over the phone the application from Sun Community Federal Credit Union to install new landscaping on State Route 76 at post mile 19.32-19.39 is incomplete. These are the additional items that we will need before we can accept the application:

1. 3 new sets of the Water Pollution Control Program (WPCP) without the instructions. One of the sets must have a wet signature of the person who prepare it. If you need additional information in this area please contact Con Kontaxis (619) 688-3626.

2. A signed copy of the second page of the application by you the authorize agent. The application you submitted is missing the signature (see attachment).
3. A a letter from the local public agency (City) agreeing to participate in the Landscape Maintenance Agreement (LMA) process. See attached email from the Landscape Architect Angela Vasconcellos for additional landscape requirements.
4. A check for \$492 made out to Caltrans.

I will mail you back the original application along with the check for \$410. If you have any other questions or need additional information please contact Khalil Ashtari at 619-688-5396 or email: [khalil\\_ashtri@dot.ca.gov](mailto:khalil_ashtri@dot.ca.gov) he will be processing your application from this point on. If you have any other questions with respect to the Landscape Agreement feel free to contact Angela Vasconcellos.

(See attached file: Application\_2ndpage.pdf)

Thank you,

William O. Vivar, P.E.  
 Department of Transportation of California Permit Office, MS 110  
 4050 Taylor Street  
 San Diego, CA 92110  
 Phone (619) 718-7899 Fax (619) 688-6157  
 ----- Forwarded by William O Vivar/D11/Caltrans/CAGov on 09/20/2012 01:40 PM  
 -----

Angela  
 Vasconcellos/D11/  
 Caltrans/CAGov To  
 William O  
 09/20/2012 11:48 AM Vivar/D11/Caltrans/CAGov@DOT  
 cc  
 Khalil  
 Ashtari/D11/Caltrans/CAGov@DOT  
 Subject  
 Brawley Permit Landscape  
 Maintenance Agreement (LMA)  
 (Document link: William O Vivar)

Hi William.

Here is the info for Armando:

I am clarifying Landscape Maintenance Agreement (LMA) process. Basically, if a business wants to install Landscaping and Irrigation within Caltrans R/W, through the Permit process, we require an LMA. But, we do not do LMAs with a private entity, so the LMAs are actually agreements between Caltrans and the local public agency, in this case I believe it is the City of Brawley. Here is an example of a recent LMA: (See attached file: Imp Bch LMA 11-8378 (SD-75 PM 10.1).pdf) The City then in turn will have some type of agreement with the local business.

As part of the Permit application, if an LMA is going to be required, we would like to get a letter from the local public agency (City) agreeing to participate in the LMA process (some Cities will not participate in LMAs). We will then send the Permit to Brent McDonald in Maintenance for review and follow-up with the LMA. Caltrans staff will contact the City to start the LMA process. Note: Caltrans creates the agreement, not the local agency or the permit applicant. We have standard language that has already been approved to use.

Thanks.

Angela Vasconcellos  
Caltrans District 11  
Permits / Landscape Architecture  
619-718-7898

**RESOLUTION NO. 2012-\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY TO CONTINUE PROCLAMATION OF LOCAL EMERGENCY**

**WHEREAS**, the City of Brawley is empowered to proclaim the existence, or threatened existence, of a Local Emergency when said jurisdiction is affected, or is likely to be affected, by a public calamity; and

**WHEREAS**, the City Council found the existence of conditions of extreme peril to the public health and safety of persons and property caused by a swarm of earthquakes commencing on or about August 26, 2012 (“Local Emergency”); and

**WHEREAS**, the City Council proclaimed the existence of a Local Emergency within the City of Brawley on the 28th day of August, 2012, as set forth in Resolution 2012-34 and requested, by way of Resolution 2012-35, that the Governor of California proclaim the City of Brawley to be in a state of emergency; and

**WHEREAS**, Government Code Section 8630, requires that the City Council review the need for continuing the proclamation of Local Emergency at least once every 30 days and until the city council terminates the local emergency; and

**WHEREAS**, conditions of extreme peril to the public health and safety of persons and property caused by said Local Emergency continue to exist, and continue to be beyond the control of local resources, services, personnel, and equipment.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Brawley declares that the Local Emergency as set forth herein and in Resolution 2012-34 continues to exist.

**BE IF FURTHER RESOLVED** that the City Council of the City of Brawley hereby adopts this Resolution to affirm the continuation of the Local Emergency.

**BE IT FURTHER RESOLVED** it is anticipated that said Local Emergency shall continue to exist for an additional 30 days unless terminated earlier by this City Council.

**IT IS FURTHER ORDERED** that a copy of this Resolution shall be forwarded to the Imperial County Operational Area and to the State Director of the Governor’s Office of Emergency Services and to such other persons and agencies with jurisdiction.

**PASSED AND ADOPTED** by the City Council of the City of Brawley, Imperial County, State of California, at a regular meeting of the City Council on this 16 day of October, 2012.

---

George A. Nava, Mayor

ATTEST:

---

Janet Smith, Deputy City Clerk

State of California}  
County of Imperial}  
City of Brawley}

I, **Janet P. Smith**, Deputy City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Resolution No. 2012-\_\_\_ was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 16th day of October, 2012, and that it was so adopted by the following roll call vote: m/s/c

AYES:

NAYES:

ABSTAIN:

ABSENT:

DATED: October 16, 2012

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Janet P. Smith, Deputy City Clerk

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**MEMORANDUM**

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**TO:** GEORGE A. NAVA, MAYOR AND CITY COUNCIL MEMBERS  
**CC:** ROSANNA BAYON MOORE, CITY MANAGER  
**FROM:** RUBY D.WALLA, FINANCE DIRECTOR  
**SUBJECT:** 6 Month Update on Credit Card Processing at various City locations  
**DATE:** 10/16/2012

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At the 2nd council meeting of March 2012, I brought to Brawley City Council information in regards to the City of Brawley moving forward with credit card processing at the locations of Utility Billing, Police and Parks and Recreation. At that time it was presented as a pilot project and obligated to a 6 month review and update to Council. Attached please find a detailed worksheet to demonstrate the credit card processing activity for the period of April 2012 thru September 2012 by department. As you will notice, month after month, credit card processing activity has increased primarily in the department of Utility Billing. More and more customers are utilizing this convenient payment option increasing overall transactions and sales by approximately 40% between quarters. In relation to the increase in activity of transactions and sales amounts, you will find that the merchant fees also increase of which the City is currently fully absorbing.

Most of the processing is handled in the department of Utility Billing. This activity will continue to increase as more customers become aware of this payment option plus we recently promoted the use of credit cards as an automatic-withdrawal. Transactions taken at the Utility Department are currently not restricted to utility customers only. The department has been accepting payments for other fees such as Transient Occupancy Tax and Franchise Taxes that usually amount to \$10,000 or more per transaction. Using the average rate of 1.82% the merchant fee is \$182 per transaction versus an average \$150 utility bill with a merchant fee of \$2.73 per transaction. The merchant fee of one large transaction is equivalent to the cost of 66 utility customers.

In review of the 1<sup>st</sup> quarter activity for the 2012-13 fiscal year, the City has expended \$3,600.38 in merchant fees which makes up more than 50% of the \$6,000 budgeted for merchant services. Considering the activity over the past 6 months and the merchant fees incurred, it is safe to say that the City will most likely surpass its approved budget amount of \$6,000 by approximately \$8,000 or more.

Staff is working on a Credit Card Acceptance policy that will be presented to council for review and approval. Some items that are to be considered are:

- 1) Continue with the Service as is.
- 2) Establish a per transaction dollar amount.
- 3) Establish a processing fee for non-swipe transactions (over-the-phone or auto withdrawal).
- 4) Exclude certain transactions such as: Transient Occupancy Tax, Franchise Fee, and Building Permit payments.
- 5) Establish a processing fee for transactions identified as a "tax": Transient Occupancy Tax, Franchise Fee, and Business Licenses, Utility User Tax.

Staff would greatly appreciate the input of the Brawley City Council as the City of Brawley develops this policy and continues this convenient payment option. In the event that the City would not like to continue this service, there is always the option to terminate as the City of Brawley is on a month-to-month contract.

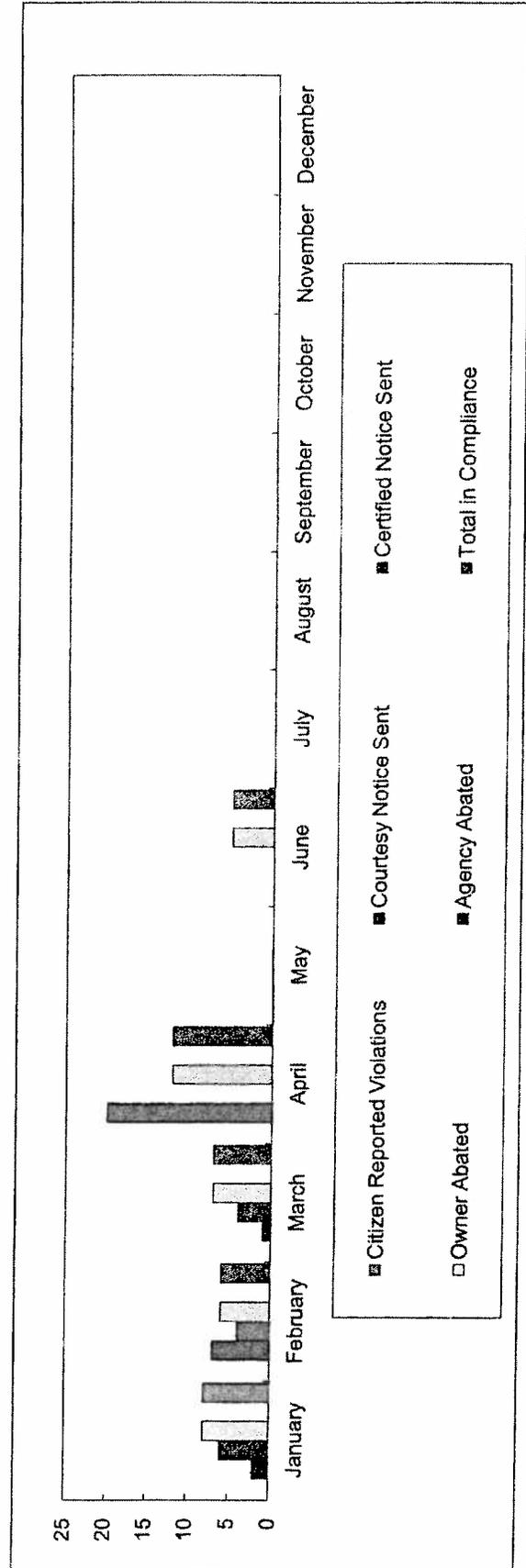
**FISCAL IMPACT:** Estimated budget overage of \$8,000 or more

**ATTACHMENTS:** ETS Merchant Fee Analysis April 2012-September 2012

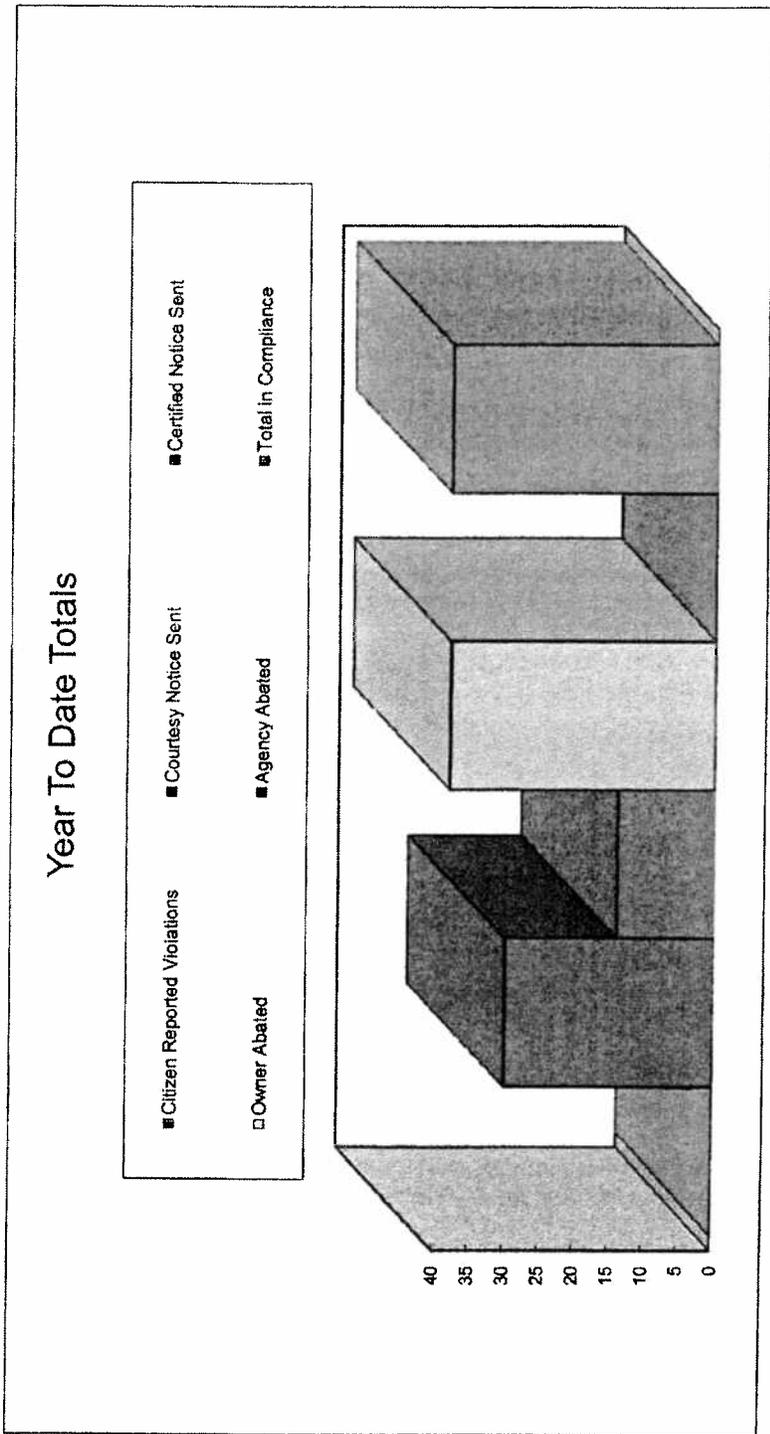


# The City of Brawley Abandoned Vehicle Abatement Progress Report September 2012

Month	Citizen Reported Violations		Courtesy Notice Sent		Certified Notice Sent		Owner Abated		Agency Abated		Vehicles in Compliance	
			Sent		Sent		Abated		Abated		Compliance	
January	0	2	6	8	0	8	0	0	0	8		
February	0	7	4	6	0	6	0	0	0	6		
March	0	1	4	7	0	7	0	0	0	7		
April	0	20	0	12	0	12	0	0	0	12		
May	0	0	0	0	0	0	0	0	0	0		
June	0	0	0	5	0	5	0	0	0	5		
July	0	0	0	0	0	0	0	0	0	0		
August	0	0	0	0	0	0	0	0	0	0		
September	0	0	0	0	0	0	0	0	0	0		
October												
November												
December												
<b>Total</b>	<b>0</b>	<b>30</b>	<b>14</b>	<b>38</b>	<b>0</b>	<b>38</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>38</b>		



The City of Brawley Abandoned Vehicle Abatement Progress Report September 2012





# RECORD OF BUILDING PERMITS

## September 2012

Prepared by: Francisco Soto, Building Official

Prepared As of: 10-09-12

DATE ISSUED	PERMIT NUMBER	PERMIT DESCRIPTION	ASSESSOR PARCEL NUMBER	ADDRESS	OWNER	ISSUED TO	COST OF IMPROVEMENTS
09/04/12	24533	Demo House & Garage	046-172-006	124 1/2 W. "C" Street	Jose A. Bazan	Owner	N/A
09/07/12	24534	Patio	048-310-006	240 River Park Lane	Steve & Marylynn Preece	Owner	2,688.00
09/07/12	24535	Mechanical	047-343-002	630 "D" Street, #A	Houston Rentals	R&K Air Conditioning	N/A
09/07/12	24536	Electrical	047-264-002	508 1/2 "C" Street	Roberto Suarez	Owner	N/A
09/07/12	24537	Mechanical	046-181-023	430 N. 2nd Street	Lance Reeves	Cool Breeze Air Conditioning	N/A
09/07/12	24538	Reroof	048-141-009	108 W. "I" Street	Andrew Krutzsch	Barajas Roofing	4,500.00
09/07/12	24539	Mechanical	048-358-016	1011 Calle Estrella	Leighan Seybert	Cool Breeze Air Conditioning	N/A
09/10/12	24540	New Office	046-260-013	551 W. Main Street, Ste. 2	Five Crowns, Inc.	Swinerton Builders	400,000.00
09/11/12	24541	Demo Pool	046-243-006	332 W. Magnolia Street	Martin Moreno	Owner	N/A
09/11/12	24542	Plumbing	047-363-018	1121 "E" Street	Cecilia Lopez	Campeinos Unidos, Inc.	N/A
09/11/12	24543	Plumbing	049-222-014	679 S. 14th Street	Jesse Ruelas	Campeinos Unidos, Inc.	N/A
09/11/12	24544	Plumbing	049-192-016	926 "K" Street	Mary Batt	Campeinos Unidos, Inc.	N/A
09/11/12	24545	Plumbing	049-124-011	410 S. 14th Street	Alberta Rubio	Campeinos Unidos, Inc.	N/A
09/11/12	24546	Remodel House	047-122-037-00	697 N. 7th Street	Wenceslao John Santos Jr.	Owner	500.00
09/12/12	24547	Remodel Pool	048-020-013	630 W. "K" Street	Kevin Smith	Endless Summer Pools	50,000.00
09/12/12	24548	Sign	048-430-003-000	1080 S. Brawley Avenue	Sun Community FCU	TFN Architectural Signage	70,000.00
09/13/12	24549	Porch	048-101-004	230 "G" Street	Bertha Lopez	Owner	5,888.00
09/13/12	24550	Demo Framing	049-270-015-000	895 S. 9th Street	Five Crowns, Inc.	Swinerton Builders	N/A
09/19/12	24551	Demo Walls & Ceiling	048-124-01	510 Marilyn Avenue	Kelly & Kristin Strickland	Trade Mark Construction	N/A
09/19/12	24552	Plan Check	047-341-010	529 "E" Street	Heng Sim	To Be Determined	28,000.00
09/19/12	24553	Electrical	048-144-002-000	116 "J" Street	Jonathan & Maria Alva	Stills Electric	N/A
09/20/12	24554	Right of Way	047-345-007-000	718 "E" Street	Working Alternatives, Inc.	Kincaid Industries, Inc.	25,000.00
09/20/12	24555	Patio	046-353-027-000	1156 Chestnut Avenue	Molly Garcia	Exquisite Pools Custom Creations	10,000.00
09/20/12	24556	Plumbing	046-251-017	505 W. Magnolia Street	Patrick Dockstader	A&R Construction	N/A
09/21/12	24557	Plumbing	047-331-018	192 N. Plaza Street	Lupe Navarro	Owner	N/A
09/24/12	24558	Damage Repair	047-010-009-000	57 E. Shank Road	National Beef Packing Co.	Mill Construction	75,000.00
09/24/12	24559	Damage Repair	047-010-009-000	57 E. Shank Road	National Beef Packing Co.	Mill Construction	75,000.00
09/24/12	24560	Garage Conversion	047-371-42	1253 "E" Street	Bertha Arizaga	Owner	4,500.00
09/24/12	24561	Electrical	048-020-022	590 W. Main Street	BMP Motel Investment, Inc.	Procal Electric, Inc.	N/A
09/25/12	24562	Bathroom Remodel	048-152-018-000	411 W. "D" Street	Brian Floyd	Pereira Building Industries	6,800.00
9/25/2012	24563	Sign	048-320-003	4249 Highway 86	First Baptist Church	Penn Neon Sign Co., Inc.	1,500.00
09/25/12	24564	Right of Way	047-344-001-000	245 N. 8th Street	Elms Equipment Rental	Owner	N/A
09/26/12	24565	Garage Conversion	049-051-046	1167 "G" Street	Isabella M. Naranjo	Owner	9,671.00



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DATE ISSUED	PERMIT NUMBER	PERMIT DESCRIPTION	ASSESSOR PARCEL NUMBER	ADDRESS	OWNER	ISSUED TO	COST OF IMPROVEMENTS
09/28/12	24566	Right of Way	N/A	Various	City of Brawley	The Gas Company	N/A
09/28/12	24567	Patio	046-303-006-000	244 W. Jones Street	Aaron Eaton	Owner	13,800.00