



Happy Holidays!

**Brawley City Council &
Successor Agency to
Brawley Community Redevelopment Agency
Agenda
Regular Meeting
Tuesday, December 17, 2013 @ 6:00 PM
City Council Chambers
383 Main Street
Brawley, California 92227**

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

1. APPROVAL OF AGENDA

- 2. PUBLIC APPEARANCES/COMMENTS** (Not to exceed 4 minutes) *this is the time for the public to address the Council on any item not appearing on the agenda that is within the subject matter jurisdiction of the City Council. The Mayor will recognize you and when you come to the microphone, please state your name for the record. You are not allowed to make personal attacks on*

*individuals or make comments which are slanderous or which may invade an individual's personal privacy. Please **direct your questions and comments to the City Council.***

- a. Introduction of Brawley Police Officer David Pham

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

- a. Approve City Council Minutes: November 19, 2013 **Pp 4-7**
November 25, 2013 (adjourned) **Pp 8-9**
December 5, 2013 **Pp 10-12**
- b. Approve Accounts Payable: December 4, 2013 **Pp 13-20**
December 13, 2013 **Pp 21**

4. REGULAR BUSINESS

- a. Review and Authorize Professional Services Agreement in the amount of \$85,220 with JBL Associates for the Preparation of Plans and Specifications for the La Paloma Bond Settlement Street Improvements Project. **Pp 22-37**
- b. Update on Alyce Gereaux Park Renovation Project, Review and Authorize Amendment No. 1 to the Agreement with Kimley-Horn & Associates, Inc. for the Preparation of Bidding Documents (Plans, Specifications, and Cost Estimates) and Provision of Construction Support Services. **Pp 38-39**
- c. Mayoral Appointments to City Boards and Commissions **Pp 40-42**

5. DEPARTMENTAL REPORTS

- a. Playground Safety and Risk Management Program – Richard Rubio, Parks & Recreation Director. **Pp 43-47**
- b. Record of Building Permits, November 2013 – Francisco Soto, Building Official. **Pp 48**

6. CITY COUNCIL REPORTS

7. CITY MANAGER'S REPORT

8. TREASURER'S REPORT

9. CITY ATTORNEY'S REPORT

10. CITY CLERK'S REPORT

11. CLOSED SESSION

ANTICIPATED LITIGATION

- a. Conference with Legal Counsel – Initiation of Litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9. There are three (3) potential cases.

ADJOURNMENT Next Regular Meeting, ***Tuesday, January 7, 2014 @ 6:00 PM***, City Council Chambers, 383 Main Street, Brawley, California. Supporting Documents are available for public review in the Office of the City Clerk, 383 Main Street, Brawley, California 92227 - Monday through Friday during Regular Business Hours; Individuals who require special accommodations are requested to give 48 hours prior notice. Contact: Office of the City Clerk @ 760-351-3080.

Alma Benavides, City Clerk

CITY OF BRAWLEY
November 19, 2013

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

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

PRESENT: Campbell, Couchman, Miranda, Nava, Wharton

ABSENT: None

The invocation was offered by **Pastor Tom Charlton, Full Gospel Church**

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

1. APPROVAL OF AGENDA

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

Item 2 a David Pimley, American Pavement Systems canceled appearance.

2. PUBLIC APPEARANCES

a. Introduction of Police Officers Jason Beard and Frank Morales

3. CONSENT AGENDA

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

AYES: Campbell, Couchman, Miranda, Nava, Wharton

NOES: None

ABSTAIN: None

ABSENT: None

a. **Approved** Minutes for November 5, 2013.

b. **Approved** Accounts Payable Registers for October 31, 2013, November 1, 2013, November 7, 2013, November 14, 2013 and November 15, 2013.

c. **Approved** Housing Owner-Occupied Rehabilitation Program Loan #H7664-439 to be funded by 11-HOME-7664 in the amount not to exceed \$13,298.

4. REGULAR BUSINESS

a. **Presentation** by Maritza Nunez, Public Benefits Program Specialist regarding IID Energy Residential Energy Efficiency Rebates.

- b. **Presentation** by Jason Zara, Brawley Chamber of Commerce Executive Director regarding Cattle Call Week 2013.
- c. **Review** and Potential Action regarding Resolution No. 2013- : Resolution of the City Council of the City of Brawley, California Amending the Fiscal Year City of Brawley Budget for the Brawley Public Library Department Literacy and Mobile Books Services (LAMBS) in the amount of \$16,800, Presented by Marjo Mello, Library Director.

The City Council **approved** Resolution No. 2013-60: Resolution of the City Council of the City of Brawley, California Amending the Fiscal Year City of Brawley Budget for the Brawley Public Library Department Literacy and Mobile Books Services (LAMBS) in the amount of \$16,800. m/s/c Nava/Campbell 5-0

- d. Discussion and Direction regarding City Council Re-organization Meeting.

The City Council **approved** to hold the Re-organization Meeting on Monday, November 25, 2013 @ 6:00. m/s/c Nava/Miranda 5-0

- e. Review and Potential Appointments to the City of Brawley Business Advisory Committee.

The City Council **concurred** to table this item to the beginning of next year.

5. DEPARTMENTAL REPORTS

- a. Monthly Staffing Report, November, 2013 and City of Brawley Americans with Disabilities Act (ADA) Grievance Policy – Shirley Bonillas, Personnel & Risk Management Administrator.
- b. Sidewalk Sales in the Downtown Specific Plan Area – Gordon Gaste, Planning Director.
- c. Attendance Summary for the City of Brawley Boards & Commissions – Alma Benavides, City Clerk.
- d. Record of Building Permits, October 2013 – Francisco Soto, Building Official.

6. CITY COUNCIL REPORTS

Wharton: Attended all Cattle Call Events, 1st Farmer’s Market, Library Meeting, Guitars-Old Cars @ Pioneer’s Memorial Hospital, Thanked Council Member Miguel Miranda, Congratulated Incoming Council Member Helen Noriega, and wished everyone a Happy Thanksgiving.

Nava: Attended all Cattle Events, ICTC Meeting where Public Works was recognized, thanked Council Member Miguel Miranda for being a professional with a big heart, and congratulated Incoming Council Member Helen Noriega.

Campbell: Attended all Cattle Call Events, the Veteran's Ceremony, thanked Council Member Miguel Miranda and all staff for their hard work and Welcomed Council Member Helen Noriega.

Miranda: Participated in all Cattle Call Events, attended a Veteran's Ceremony in Chula Vista where son received an award. Thanked staff for all of their hard work. Congratulated Incoming Council Member Helen Noriega.

Couchman: Attended all Cattle Call Events, spoke at the Veteran's Ceremony, Sports Event held at the Brawley Inn, Guitars-Old Cars at Pioneer's Memorial Hospital. The weather was amazing for Cattle Call; thanked Brawley Chamber of Commerce and all City Staff for a great event. Thanked Council Member Miguel Miranda and welcomed Helen Noriega.

7. CITY MANAGER'S REPORT

- a. Brawley Retail Study.
- b. MOU between City and Brawley Union High School re: Field Maintenance.
- c. Future Meeting with Cattle Call Rodeo Committee regarding Arena.
- d. EOC/Police Department Open House in January.
- e. School Resource Officers to start in January.

8. TREASURER'S REPORT None

9. CITY ATTORNEY'S REPORT None

10. CITY CLERK None

12. ADJOURNED TO CLOSED SESSION @ 7:15 PM

EXISTING LITIGATION

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

PERSONNEL MATTERS Government Code §54957

- a. Appointment to the Position of Police Chief

RECONVENED IN OPEN SESSION

- a. The City Council unanimously **ratified the employment agreement** between the City of Brawley and Michael Crankshaw for the Position of **Police Chief**. m/s/c Nava/Miranda 5-0

ADJOURNMENT Next Adjourned Regular Meeting, ***Monday, November 25, 2013 @ 6:00 PM***, City Council Chambers, 383 Main Street, Brawley, California.

Alma Benavides, City Clerk

CITY OF BRAWLEY
November 25, 2013

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

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

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

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

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

1. APPROVAL OF AGENDA

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

Item 2 a David Pimley, American Pavement Systems canceled appearance.

2. PUBLIC APPEARANCES

- a. **Jason Zara**, Brawley Chamber of Commerce Executive Director gave an update on the Farmer's Market held on November 23, 2013.
- b. **Rebecca Terrazas-Baxter** on behalf of Congressman Juan Vargas presented outgoing Council Member Miguel Miranda with a Certificate of Recognition for his leadership and service to the Citizens of Brawley.
- c. **Bianca Velez** on behalf of Assemblyman Manuel Perez presented outgoing Council Member Miguel Miranda with a Certificate of Recognition for his leadership and service to the citizens of Brawley.
- d. **Frank Salazar** on behalf of Senator Ben Hueso presented outgoing Council Member Miguel Miranda with a Certificate of Recognition for his leadership and service to the citizens of Brawley.

3. SPECIAL BUSINESS

- a. Adopt Resolution No. 2013-61: Resolution of the City Council of the City of Brawley, California, reciting the fact of the General Municipal Election held on November 5, 2013 declaring the result and such other matters as provided by law.

The City Council **motioned** to adopt Resolution No. 2013-61: Resolution of the City Council of the City of Brawley, California, reciting the fact of the General Municipal

Election held on November 5, 2013 declaring the result and such other matters as provided by law. m/s/c Wharton/Campbell 5-0

b. Outgoing Mayor Sam Couchman Comments

The City Council presented Mayor Couchman with a plaque and a scrapbook. Mayor stated there were proud moments being Mayor; many challenges and victories; and wanted to thank staff for their hard work.

c. Outgoing Mayor Pro-Tempore Miguel Miranda Comments

The City Council presented outgoing Mayor Pro-Tempore Miguel Miranda with a plaque thanking him for his service to the City of Brawley. Mayor Pro-Tempore wanted to thank his fellow Council Members on being a great team, always working together and thanked staff for all their work.

d. Oath of Office Administered to Council Members Sam Couchman and Helen Noriega

e. Reorganization of Officers

- 1) Election of Mayor/Chair for the City Council, Successor Agency to Brawley Community Redevelopment Agency, Public Financing Agency and Public Improvement Corporation.

The City Council **motioned** to nominate CM Campbell for Mayor/Chair for the City Council, Successor Agency to the Brawley Community Redevelopment Agency, Public Financing Agency and Public Improvement Corporation. m/s/c Nava/Campbell 5-0

- 2) Election of Mayor Pro-Tempore for the City Council, Vice Chair for the Successor Agency to the Brawley Community Redevelopment Agency, Vice Chair for the Public Financing Agency and Vice Chair for the Public Improvement Corporation.

The City Council **motioned** to nominate CM Nava for Mayor Pro-Tempore for the City Council/Vice Person for the Community Redevelopment Agency/Vice Chairperson for the Public Financing Agency and Vice President for the Public Improvement Corporation. m/s/c Wharton/Couchman 5-0

f. Incoming Mayor Comments

g. Incoming Council Member Helen M. Noriega Comments.

ADJOURNMENT @ 6:40 PM

Alma Benavides, City Clerk

CITY OF BRAWLEY
December 3, 2013

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

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

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

The invocation was offered by **Pastor Tom Doudy, Assembly of God**

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

1. APPROVAL OF AGENDA

The agenda was **approved as submitted.** m/s/c Wharton/Noriega 5-0

2. PUBLIC APPEARANCES

- a. Certificates of Appreciation presented to Girl Scout Troop 7078 and M & M 4H for Downtown Brawley Beautification Efforts.
- b. Marc Bertsch, Vice President of American Pavement Systems and Mark Belshe, Executive Director of Rubber Pavement Association spoke on behalf of specifications for ARAM that are used Statewide and project experience with this product.

3. CONSENT AGENDA

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

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

- a. **Approved** Accounts Payable Registers for November 21, 2013, November 26, 2013 and November 27, 2013.

4. REGULAR BUSINESS

- a. Swearing in of Brawley Police Chief Michael S. Crankshaw
- b. City of Brawley Housing Element Update for 2013-2021

Presentation: Gordon Gaste, Planning Director and Jean Laurin, Project Manager Castaneda & Associates

1. Hold the Public Hearing and Adopt Resolution No. 2013- : Resolution of the City of Brawley, California Amending the Housing Element of the General Plan and Adoption of the Negative Declaration.

Opened Public Hearing @ 6:42 pm

No public comments received.

Closed Public Hearing @ 6:43 pm

The City Council **approved** Resolution No. 2013-62: Resolution of the City of Brawley, California Amending the Housing Element of the General Plan and Adoption of the Negative Declaration. m/s/c Nava/Wharton 5-0

- c. Review and Approve Sale of Alcohol on City Premises during Scheduled Farmer's Market dates.

The City Council **approved** the Sale of Alcohol on City Premises during Scheduled Farmer's Market dates. m/s/c Nava/Noriega 5-0

5. DEPARTMENTAL REPORTS

- a. Monthly Staffing Report, November, 2013 – Shirley Bonillas, Personnel & Risk Management Administrator.
- b. Update on Wildcat Drive/Panno Road – Yazmin Arellano, Public Works Director

6. CITY COUNCIL REPORTS

Nava: Attended Farmer's Market; had a great Thanksgiving and looking forward to working with the new Police Chief.

Couchman: Attended Farmer's Market; IVEDC Dinner and Brawley Chamber of Commerce Executive Meeting.

Noriega: Thanked Richard Rubio Parks & Recreation Director and Jason Zara, Brawley Chamber of Commerce Executive Director for hard work at the Farmer's Market and thanked staff.

Wharton: Attended Farmer's Market, Airport Commission Meeting; Announced Angel Tea Party this Thursday, December 5, 2013 @ 5:30 pm, had a great Thanksgiving; and congratulated the New Police Chief.

Campbell: Attended Farmer's Market; thanked all staff for their continued hard work, had a good holiday and welcome Police Chief Crankshaw. I

want to schedule a Strategic Planning Meeting at the beginning of the year regarding projects coming up for the 500-600 block of Main Street.

7. CITY MANAGER'S REPORT

- a. Cesar Chavez event has been moved to Main Street.
- b. Upcoming Transit Transfer Station Ribbon Cutting Ceremony
- c. SCAG Economic Summit Meeting on Thursday, December 5, 2013.

8. TREASURER'S REPORT None

9. CITY ATTORNEY'S REPORT None

10. CITY CLERK None

12. ADJOURNED TO CLOSED SESSION @ 7:08 PM

ANTICIPATED LITIGATION

- a. Conference with Legal Counsel – Initiation of Litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section §54956.9. There are three (3) potential cases.

ADJOURNMENT Next Regular Meeting, ***Tuesday, December 17, 2013 @ 6:00 PM***, City Council Chambers, 383 Main Street, Brawley, California.

Alma Benavides, City Clerk

Check Register Report

Date: 12/04/2013

Time: 1:52 PM

Page: 1

City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
27498	12/04/2013	Printed	A242	A T & T	Telephone Services 11/19-12/18	242.67
27499	12/04/2013	Printed	M612	MELISSA AGUILAR	Soccer Coach 11/18-11/27/13	108.00
27500	12/04/2013	Printed	A554	ALLIED WASTE SERVICES #467	Solid Waste Services November	87,648.20
27501	12/04/2013	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	195.56
27502	12/04/2013	Printed	A311	AMERICAN SOCIETY OF CIVIL	2014 Membership Fee/Alan Chan	920.00
27503	12/04/2013	Printed	A785	AT&T	U-Verse Internet 11/17-12/16	100.33
27504	12/04/2013	Printed	A930	AVAYA FINANCIAL SERVICES	City Hall Phone System	150.89
27505	12/04/2013	Printed	B684	LAURA P. BLAKE	Zumba Instructor Evenings Nov.	998.75
27506	12/04/2013	Printed	D209	BURKE, WILLIAMS & SORENSEN,LLP	Labor Relation Services	1,684.50
27507	12/04/2013	Printed	B228	TRACY BUTLER	Refund Deposit 756 Adler St	83.52
27508	12/04/2013	Printed	C312	CA PUBLIC EMP. RETIREMENT SYST	Dec. 2013 Medical Insurance	64,778.15
27509	12/04/2013	Printed	C745	CALIFORNIA CONTRACTORS	Megabeam Flashlight	130.58
27510	12/04/2013	Printed	C251	SERGIO CAMPAS	Soccer Referee 11/21-12/3/13	90.00
27511	12/04/2013	Printed	C549	CANON SOLUTIONS AMERICA, INC	Copier Usuage 11/1/12-11/30/12	121.19
27512	12/04/2013	Printed	C494	ALAN CASILLAS	Soccer Referee 11/21-12/3/13	72.00
27513	12/04/2013	Printed	C123	VIRIDIANA Y. CATLETT	Zumba Class Instructor/Nov	225.25
27514	12/04/2013	Printed	C441	JEFF CAUDILL	Travel Adv/Internal Affairs	430.50
27515	12/04/2013	Printed	C860	CDA A	2013 Field Guides	155.28
27516	12/04/2013	Printed	C275	CDW GOVERNMENT, INC.	HPE 4YR Warranty	1,150.20
27517	12/04/2013	Printed	C689	CFM SAN DIEGO, INC	GS8B Flow Simulator	1,848.74
27518	12/04/2013	Printed	C255	CPCA	Chief's Executive Asst. Course	425.00
27519	12/04/2013	Printed	C270	CSULB FOUNDATION	Internal Affairs Seminar	300.00
27520	12/04/2013	Printed	D103	DELTA DENTAL	Dental Insurance Dec. 2013	8,805.05
27521	12/04/2013	Printed	D137	DESERT REVIEW	Public Notice Ad	500.00
27522	12/04/2013	Printed	F105	FEDERAL EXPRESS CORP.	Mailings - City Clerk	76.24
27523	12/04/2013	Printed	G410	ALVINA GONZALES	Refund OverPayment 400 Main	0.66
27524	12/04/2013	Printed	G245	FIDEL GONZALEZ	Soccer Referee 11/21-12/3/13	36.00
27525	12/04/2013	Printed	G862	GP AWARDS & PROMOTIONS	Plaques/Miranda, Couchman,	133.92
27526	12/04/2013	Printed	G075	ANA GUTIERREZ	Travel Adv/Public Contracts	198.15
27527	12/04/2013	Printed	H182	HACH COMPANY, INC.	Repair Sonatex Sensor	865.39
27528	12/04/2013	Printed	H211	JACKIE HERNANDEZ	Soccer Referee 11/21-12/3/13	36.00
27529	12/04/2013	Printed	H348	MONICA HIRALES	Refund Deposit Lions Ctr	100.00
27530	12/04/2013	Printed	H104	HOLMAN PROFESSIONAL COUNSELING	Critical Incident Stress Mgmt	819.32
27531	12/04/2013	Printed	I402	IMPERIAL COUNTY RECORDER	Fish & Game Mitigated Negative	2,156.25
27532	12/04/2013	Printed	I579	IMPERIAL VALLEY RESOURCE	IVRMA Membership Dues	20,807.44
27533	12/04/2013	Printed	M714	MANPOWER	Temp Services Thru 11/17/13	989.52
27534	12/04/2013	Printed	M950	EMILY RODRIGUEZ MORALES	Soccer Referee 11/21-12/3/13	36.00
27535	12/04/2013	Printed	0567	JIM O'MALLEY PLUMBING	Plumbing Repairs/Cattle Call	173.82
27536	12/04/2013	Printed	O125	OFFICE SUPPLY CO.	Ink Cartridge	254.18
27537	12/04/2013	Printed	O901	ORANGE COMMERCIAL CREDIT	Cyanide Analysis	1,908.00
27538	12/04/2013	Printed	P707	EDEN PADILLA	Soccer Referee 11/21-12/3/13	36.00
27539	12/04/2013	Printed	P110	PESTMASTER SERVICES	Pest Control Services/Building	30.00
27540	12/04/2013	Printed	P113	PETTY CASH -CITY CLERK	Petty Cash - City Clerk	19.18
27541	12/04/2013	Printed	P371	PIONEERS MEMORIAL HEALTHCARE	Evidence Gathering	2,550.00
27542	12/04/2013	Printed	P370	PIONEERS MEMORIAL HOSPITAL	DMV Pysicals	430.00
27543	12/04/2013	Printed	P254	PITNEY BOWES INC.	Ink Cartridges/Postage Machine	338.11
27544	12/04/2013	Printed	P903	PRINCIPAL FINANCIAL GROUP	Life Insurance/Dec. 2013	3,813.48
27545	12/04/2013	Printed	P104	PUBLIC EMPLOYEES RETIREMENT	11/12/13-11/25/2013 PERS	86,358.52
27546	12/04/2013	Printed	R542	PAUL REDDEN	Pre-Employment Polygraph	400.00
27547	12/04/2013	Printed	R760	RR DONNELLEY	Time Request Form	476.50
27548	12/04/2013	Printed	S382	LESSLEY ANN G. SALDANA	Soccer Referee 11/21-12/1/13	36.00
27549	12/04/2013	Printed	S986	BEATRIZ HERNANDEZ DE SOTO	Refund Deposit 1041 G Street	458.42
27550	12/04/2013	Printed	S709	STATE WA RESOURCES CONTROL BD	SRF Fin. Agreemnt 08848-550-0	811,850.84
27551	12/04/2013	Printed	S002	DANIEL SWITHENBANK 13	Reimb Travel/Task Force Officr	468.09

Check Register Report

Date: 12/04/2013

Time: 1:52 PM

Page: 2

City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
27552	12/04/2013	Printed	T306	TIMEPAYMENT CORP.	Drinking Water Service P.D.	65.24
27553	12/04/2013	Printed	U411	U.S. HEALTHWORKS MEDICAL IN	POST Medical Evaluation	510.00
27554	12/04/2013	Printed	U602	USA BLUEBOOK, INC	Thermometer	325.70
27555	12/04/2013	Printed	V152	YURITZY VELAZQUEZ	Soccer Referee 11/21-12/3/13	36.00
27556	12/04/2013	Printed	V079	VERIZON WIRELESS SERVICES L	IPads Broadband & IPad	228.06
27557	12/04/2013	Printed	V452	VISION SERVICE PLAN (CA), I	December Vision Insurance	2,553.05
27558	12/04/2013	Printed	W233	WAGE WORKS	Flex One Service Fee/Oct.	50.00
27559	12/04/2013	Printed	W221	WAL-MART STORES, INC. #01-1555	Christmas Lights/Kiosk	485.16
27560	12/04/2013	Printed	Z425	GUSTAVO ZAVALA	Soccer Referee 11/21-12/3/13	72.00
27561	12/04/2013	Printed	Z427	JESUS GUADALUPE ZAVALA	Soccer Referee 11/21-12/3/13	72.00

64

Checks Total (excluding void checks): 1,111,417.60



City of Brawley

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: City Council						
101-111.000-721.200	Other oper	GP AWARDS & PROMOTIONS Plaques/Miranda, Couchman,	27525	20477	11/25/2013	133.92
101-111.000-721.200	Other oper	PETTY CASH -CITY CLERK Petty Cash - City Clerk	27540		11/26/2013	19.18
101-111.000-750.200	Communicat	VERIZON WIRELESS SERVICES L IPads Broadband & iPad	27556	9715002033	11/15/2013	152.04
Total City Council						305.14
Dept: City Clerk						
101-112.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	715.53
101-112.000-720.100	Office sup	OFFICE SUPPLY CO. Ink Cartridges	27536	469664-0	11/25/2013	22.56
101-112.000-720.100	Office sup	OFFICE SUPPLY CO. Seals, Certificates	27536	469772-0	11/27/2013	36.24
101-112.000-720.100	Office sup	OFFICE SUPPLY CO. Ink Cartridge	27536	469664-1	11/27/2013	23.75
101-112.000-750.300	Advertisin	DESERT REVIEW Public Notice Ad	27521	1516	11/26/2013	500.00
101-112.000-750.300	Advertisin	FEDERAL EXPRESS CORP. Mailings - City Clerk	27522	2-474-37140	11/22/2013	70.00
101-112.000-750.300	Advertisin	FEDERAL EXPRESS CORP. Mailings - City Clerk	27522	2-481-81436	11/29/2013	6.24
Total City Clerk						1,374.32
Dept: City Manager						
101-131.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	795.54
Total City Manager						795.54
Dept: Finance						
101-151.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	1,837.24
101-151.000-740.100	Repair & m	AVAYA FINANCIAL SERVICES City Hall Phone System	27504	24256370	11/20/2013	75.45
Total Finance						1,912.69
Dept: Utility Billing						
101-152.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	842.68
101-152.000-740.100	Repair & m	AVAYA FINANCIAL SERVICES City Hall Phone System	27504	24256370	11/20/2013	75.44
Total Utility Billing						918.12
Dept: Personnel						
101-153.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	444.79
101-153.000-720.100	Office sup	OFFICE SUPPLY CO. Fasteners	27536	469372-0	11/13/2013	17.27
101-153.000-720.100	Office sup	OFFICE SUPPLY CO. Storage Boxes, Binders	27536	469678-0	11/22/2013	70.90
101-153.000-730.100	Profession	BURKE, WILLIAMS & SORENSEN,LLP Labor Relation Services	27506	171887	11/21/2013	1,684.50
101-153.000-730.100	Profession	HOLMAN PROFESSIONAL COUNSELING Critical Incident Stress Mgmt	27530		11/12/2013	225.00
101-153.000-730.200	Technical	PIONEERS MEMORIAL HOSPITAL Drug Screens	27542	101443225	11/13/2013	340.00
101-153.000-730.200	Technical	PIONEERS MEMORIAL HOSPITAL DMV Physicals	27542	31695	11/04/2013	90.00
101-153.000-730.200	Technical	WAGE WORKS Flex One Service Fee/Oct.	27558	125AI0279527	11/18/2013	50.00
Total Personnel						2,922.46
Dept: Planning						
101-171.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	760.32
101-171.000-730.200	Technical	IMPERIAL COUNTY RECORDER Fish & Game Mitigated Negative	27531		12/04/2013	2,156.25
Total Planning						2,916.57

City of Brawley

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Information technology						
101-181.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	507.48
101-181.000-750.200	Communicat	VERIZON WIRELESS SERVICES L IPads Broadband & IPad	27556	9715002033	11/15/2013	38.01
Total Information technology						545.49
Dept: Non-departmental						
101-191.000-720.100	Office sup	PITNEY BOWES INC. Ink Cartridges/Postage Machine	27543	302548	11/21/2013	338.11
101-191.000-730.200	Technical	PESTMMASTER SERVICES Pest Control Services/Building	27539	MT1349705	11/22/2013	30.00
Total Non-departmental						368.11
Dept: Police Protection						
101-211.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	3,335.27
101-211.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	26,018.63
101-211.000-720.200	Books and	CDAA 2013 Field Guides	27515		11/21/2013	155.28
101-211.000-721.200	Other oper	RR DONNELLEY Time Request Form	27547	928521876	11/14/2013	476.50
101-211.000-730.100	Profession	PAUL REDDEN Pre-Employment Polygraph	27546	BPD-131101	11/18/2013	400.00
101-211.000-730.100	Profession	U.S. HEALTHWORKS MEDICAL IN POST Medical Evaluation	27553	2396961-CA	11/15/2013	510.00
101-211.000-730.200	Technical	MANPOWER Temp Services Thru 11/17/13	27533	26376388	11/17/2013	358.32
101-211.000-730.200	Technical	PIONEERS MEMORIAL HEALTHCARE Evidence Gathering	27541	101399594	11/21/2013	2,550.00
101-211.000-740.100	Repair & m	CANON SOLUTIONS AMERICA, INC Copier Usage 11/1/12-11/30/12	27511	418182553	12/08/2012	121.19
101-211.000-740.400	Rent	TIMEPAYMENT CORP. Drinking Water Service P.D.	27552	32942864-1213	11/15/2013	65.24
101-211.000-750.200	Communicat	VERIZON WIRELESS SERVICES L IPads Broadband & IPad	27556	9715002033	11/15/2013	38.01
101-211.000-750.500	Training	CPCA Chief's Executive Asst. Course	27518		11/26/2013	425.00
101-211.000-750.510	Training/P	JEFF CAUDILL Travel Adv/Internal Affairs	27514		12/03/2013	430.50
101-211.000-750.510	Training/P	CSULB FOUNDATION Internal Affairs Seminar	27519		10/04/2013	300.00
101-211.000-750.510	Training/P	DANIEL SWITHEBANK Reimb Travel/Task Force Officer	27551		12/03/2013	468.09
Total Police Protection						35,652.03
Dept: Graffiti Abatement						
101-211.300-730.200	Technical	MANPOWER Temp Services Thru 11/17/13	27533	26376384	11/17/2013	631.20
Total Graffiti Abatement						631.20
Dept: Fire Department						
101-221.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	12,017.54
101-221.000-721.900	Small tool	CDW GOVERNMENT, INC. Computer, Monitor	27516	HC90926	11/14/2013	1,100.20
101-221.000-721.900	Small tool	CDW GOVERNMENT, INC. HPE 4YR Warranty	27516	HD54954	11/16/2013	50.00
101-221.000-750.200	Communicat	AT&T U-Verse Internet 10/17-11/16	27503		10/16/2013	20.00
101-221.000-750.200	Communicat	AT&T U-Verse Internet 11/17-12/16	27503		11/16/2013	75.00
Total Fire Department						13,262.74
Dept: Fire Station #2						
101-221.100-750.200	Communicat	A T & T Telephone Services 11/19-12/18	27498		11/19/2013	242.67
Total Fire Station #2						242.67

Dept: Building Inspection

City of Brawley

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund								
Dept: Building Inspection								
		101-231.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	1,320.91
		101-231.000-720.100	Office sup	OFFICE SUPPLY CO. Correction Tape, Punch, Binder	27536	469495-0	11/18/2013	22.58
								Total Building Inspection
								1,343.49
Dept: Animal Control								
		101-241.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	213.92
								Total Animal Control
								213.92
Dept: Engineering								
		101-311.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	1,878.86
		101-311.000-750.400	Travel	ANA GUTIERREZ	27526		12/03/2013	198.15
		101-311.000-750.600	Membership	Travel Adv/Public Contracts AMERICAN SOCIETY OF CIVIL 2014 Membership Fee/Arellano	27502	1042545210	09/03/2013	230.00
		101-311.000-750.600	Membership	AMERICAN SOCIETY OF CIVIL 2014 Membership Fee/G. Sillas	27502	1042544584	09/03/2013	230.00
		101-311.000-750.600	Membership	AMERICAN SOCIETY OF CIVIL 2014 Membership Fee/Sullivan	27502	1042544586	09/03/2013	230.00
		101-311.000-750.600	Membership	AMERICAN SOCIETY OF CIVIL 2014 Membership Fee/Alan Chan	27502	1012541193	09/03/2013	230.00
								Total Engineering
								2,997.01
Dept: Community Development								
		101-411.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	473.79
		101-411.000-720.100	Office sup	OFFICE SUPPLY CO. Correction Tape, Punch, Binder	27536	469495-0	11/18/2013	60.88
								Total Community Development
								534.67
Dept: Parks								
		101-511.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	1,115.15
		101-511.000-720.500	Electrical	WAL-MART STORES, INC. #01-1555 Christmas Lights/Kiosk	27559	08917	12/02/2013	485.16
		101-511.000-750.200	Communicat	AT&T U-Verse Internet 11/17-12/16	27503		11/16/2013	5.33
								Total Parks
								1,605.64
Dept: Recreation & Lions Center								
		101-521.000-470.110	Rents and	MONICA HIRALES Refund Deposit Lions Ctr	27529	367053	11/01/2013	100.00
		101-521.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	1,140.60
								Total Recreation & Lions Center
								1,240.60
Dept: Recreation Leagues								
		101-521.100-730.200	Technical	SERGIO CAMPAS Soccer Referee 11/21-12/3/13	27510		12/03/2013	90.00
		101-521.100-730.200	Technical	ALAN CASILLAS Soccer Referee 11/21-12/3/13	27512		12/03/2013	72.00
		101-521.100-730.200	Technical	FIDEL GONZALEZ Soccer Referee 11/21-12/3/13	27524		12/02/2013	36.00
		101-521.100-730.200	Technical	JACKIE HERNANDEZ Soccer Referee 11/21-12/3/13	27528		12/02/2013	36.00
		101-521.100-730.200	Technical	EMILY RODRIGUEZ MORALES Soccer Referee 11/21-12/3/13	27534		12/03/2013	36.00
		101-521.100-730.200	Technical	EDEEN PADILLA Soccer Referee 11/21-12/3/13	27538		12/03/2013	36.00
		101-521.100-730.200	Technical	LESSLEY ANN G. SALDANA Soccer Referee 11/21-12/1/13	27548		12/02/2013	36.00
		101-521.100-730.200	Technical	YURITZY VELAZQUEZ Soccer Referee 11/21-12/3/13	27555		12/03/2013	36.00
		101-521.100-730.200	Technical	GUSTAVO ZAVALA Soccer Referee 11/21-12/3/13	27560		12/03/2013	72.00
		101-521.100-730.200	Technical	JESUS GUADALUPE ZAVALA Soccer Referee 11/21-12/3/13	27561		12/03/2013	72.00

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 Leagues 101-521.100-730.200	Technical	MELISSA AGUILAR Soccer Coach 11/18-11/27/13	27499		12/02/2013	108.00
101-521.100-730.200	Technical	LAURA P. BLAKE Zumba Instructor Mornings Nov.	27505	1113013-A	12/02/2013	425.00
101-521.100-730.200	Technical	LAURA P. BLAKE Zumba Instructor Evenings Nov.	27505	1113013-B	12/02/2013	573.75
101-521.100-730.200	Technical	VIRIDIANA Y. CATLETT Zumba Class Instructor/Nov	27513	1113013-C	12/02/2013	225.25
Total Recreation Leagues						1,854.00
Dept: Library 101-551.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	1,505.96
Total Library						1,505.96
Dept: Library Grant - LAMBS 101-551.100-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	404.36
Total Library Grant - LAMBS						404.36
Fund Total						73,546.73
Fund: Gas Tax:						
Dept: Street Maintenance & Improve. 211-312.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	1,214.06
Total Street Maintenance & Improve.						1,214.06
Fund Total						1,214.06
Fund: Measure D - Sales Tax						
Dept: Street Maintenance & Improve. 215-312.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	210.79
Total Street Maintenance & Improve.						210.79
Fund Total						210.79
Fund: Water						
Dept: 501-000.000-205.200	Water depo	TRACY BUTLER Refund Deposit 756 Adler St	27507		11/26/2013	83.52
501-000.000-205.200	Water depo	BEATRIZ HERNANDEZ DE SOTO Refund Deposit 1041 G Street	27549		11/25/2013	458.42
Total						541.94
Dept: Water Treatment 501-321.000-440.710	Water sale	ALVINA GONZALES Refund OverPayment 400 Main	27523		11/27/2013	0.66
501-321.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	2,565.24
Total Water Treatment						2,565.90
Dept: Water Distribution 501-322.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	2,311.02
Total Water Distribution						2,311.02
Fund Total						5,418.86
Fund: Wastewater						
Dept: Wastewater Collection 511-331.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	599.19
511-331.000-730.200	Technical	ORANGE COMMERCIAL CREDIT E. Coli Analysis	27537	6410	11/04/2013	78.00

City of Brawley

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Wastewater						
Dept: Wastewater Collection						
511-331.000-730.200	Technical	ORANGE COMMERCIAL CREDIT Cyanide Analysis	27537	6423	11/11/2013	1,830.00
						2,507.19
Dept: Wastewater treatment						
511-332.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	1,896.71
511-332.000-720.500	Electrical	CALIFORNIA CONTRACTORS Megabeam Flashlight	27509	JJ93823	11/08/2013	130.58
511-332.000-720.600	Plumbing s	JIM O'MALLEY PLUMBING Hose Clamps	27535	85819	11/26/2013	38.49
511-332.000-721.900	Small tool	CFM SAN DIEGO, INC GS8B Flow Simulator	27517	15330-15244	11/05/2013	1,848.74
511-332.000-721.900	Small tool	USA BLUEBOOK, INC Thermometer	27554	196447	11/07/2013	325.70
511-332.000-740.100	Repair & m	HACH COMPANY, INC. Repair Sonatex Sensor	27527	8558645	11/05/2013	865.39
511-332.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	27501	LYUM796751	11/19/2013	97.78
511-332.000-740.200	Cleaning s	ALSCO AMERICAN LINEN DIV. Cleaning Services	27501	LYUM799040	11/26/2013	97.78
						5,301.17
Fund Total						7,808.36
Fund: Wastewater Projects						
Dept:						
512-000.000-206.200	SRF - Loan	STATE WA RESOURCES CONTROL BD SRF Fin. Agreeemnt 08848-550-0	27550		11/26/2013	671,992.12
						671,992.12
Fund Total						671,992.12
Fund: Wastewater Debt Service						
Dept: WW - SRF Loan						
513-332.110-760.100	Interest	STATE WA RESOURCES CONTROL BD SRF Fin. Agreeemnt 08848-550-0	27550		11/26/2013	139,858.72
						139,858.72
Fund Total						139,858.72
Fund: Solid Waste						
Dept: Solid Waste Collection						
521-341.000-730.200	Technical	ALLIED WASTE SERVICES #467 Solid Waste Services November	27500		12/04/2013	87,648.20
521-341.000-750.650	Taxes, Fee	IMPERIAL VALLEY RESOURCE IVRMA Membership Dues	27532	1207	07/31/2013	20,807.44
						108,455.64
Fund Total						108,455.64
Fund: Maintenance						
Dept: Vehicle Maintenance Shop						
601-801.000-710.300	P E R S	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	921.54
						921.54
Fund Total						921.54
Fund: Risk Management						
Dept:						
602-000.000-200.034	Health ins	CA PUBLIC EMP. RETIREMENT SYST Dec. 2013 Medical Insurance	27508	100000014162982	11/14/2013	64,778.15
602-000.000-200.034	Health ins	DELTA DENTAL Dental Insurance Dec. 2013	27520	BE000678700	12/01/2013	8,805.05

City of Brawley

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Risk Management						
Dept:						
602-000.000-200.034	Health ins	PRINCIPAL FINANCIAL GROUP Life Insurance/Dec. 2013	27544		11/17/2013	3,813.48
602-000.000-200.034	Health ins	VISION SERVICE PLAN (CA), I December Vision Insurance	27557		11/21/2013	2,553.05
				Total		79,949.73
Dept: Liability & Property Damage						
602-811.000-750.110	Claims	JIM O'MALLEY PLUMBING Plumbing Repairs/Cattle Call	27535		11/25/2013	135.33
				Total Liability & Property Damage		135.33
Dept: Employee Health Benefits						
602-814.000-750.100	Insurance	HOLMAN PROFESSIONAL COUNSELING Employee Assistance Dec. 2013	27530		12/01/2013	594.32
				INV2006485		594.32
				Total Employee Health Benefits		594.32
				Fund Total		80,679.38
Fund: Payroll Clearing						
Dept:						
802-000.000-200.008	Retirement	PUBLIC EMPLOYEES RETIREMENT 11/12/13-11/25/2013 PERS	27545		12/04/2013	21,311.40
				Total		21,311.40
				Fund Total		21,311.40
				Grand Total		1,111,417.60

Check Register Report

Date: 12/13/2013

Time: 11:39 AM

Page: 1

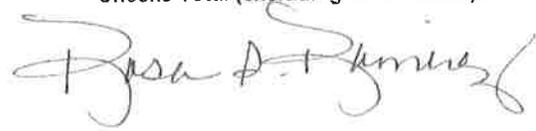
City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
27649	12/13/2013	Printed	A272	A THING CALLED CAKE	Desserts/Transit Station	54.00
27650	12/13/2013	Printed	A368	AFLAC INC.	Cancer, ICU, Disability	2,952.73
27651	12/13/2013	Printed	C889	CALIFORNIA STATE DISBURSEME	Deductions	2,980.85
27652	12/13/2013	Printed	C110	COLUMBUS BANK & TRUST COMPA	Unreimb. Medical & Dependent	390.38
27653	12/13/2013	Printed	C240	COURT SERVICES (CIVIL)	Deductions	112.00
27654	12/13/2013	Printed	F689	FRANCHISE TAX BOARD	Deductions	1,108.64
27655	12/13/2013	Printed	N944	NATIONAL PLAN COORDINATORS	Deferred Comp Plan #340233-01	5,757.86
27656	12/13/2013	Printed	N187	NATIONWIDE RETIREMENT	Deferred Compensation #05270	436.40
27657	12/13/2013	Printed	S325	SUN COMMUNITY FED. CREDIT UNIO	Credit Union Deductions	1,771.00
27658	12/13/2013	Printed	U110	UNITED WAY OF IMPERIAL COUNTY	United Way Deductions	23.00

10

Checks Total (excluding void checks):

15,586.86



COUNCIL AGENDA REPORT
City of Brawley

MEETING DATE: 12/17/13
CITY MANAGER: 

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

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

SUBJECT: Authorize Agreement in the amount of \$85,220 with JBL Associates for the Preparation of Plans and Specifications for the La Paloma Bond Settlement Street Improvements Project

CITY MANAGER RECOMMENDATION: Authorize Agreement with JBL Associates for the Preparation of Plans and Specifications for the La Paloma Bond Settlement Street Improvements Project and authorize the City Manager to execute all documentation in relation to this project.

DISCUSSION:

The City of Brawley entered into a Bond Settlement Agreement on August 3, 2012 with Arch Insurance Company for the La Paloma Subdivision. The current balance of said settlement is \$2,279,609.18. At the September 16, 2013 regularly scheduled City Council Meeting, Resolution 2013-53 was adopted which established bond settlement priorities for the La Paloma Subdivision. The priorities are listed as follows:

Priority	Description	Estimated Cost
1	Road Improvements for Existing Residents	\$445,369.30
2	Secondary Access Point – Eastern Avenue	\$1,709,706.73
3	Storm Drain Improvements – Bryant Drain	\$925,750.00
4	Green Belt	\$448,500.00
	Priorities 1+2+3+4	\$3,529,326.02
	Priorities 1+2+3	\$3,080,826.02
	Priorities 1+2	\$2,155,076.02

Given the existing proceeds available, priorities 1 and 2 are currently intended for delivery as project improvements.

Priority 1 will repair and bring occupied streets up to final grade in the La Paloma Subdivision. Streets include:

- Hontza Ct. from end of cul-de-sac to Calle de Valenzuela

- Avenida de Colimbo from Malan St. to Calle de Valenzuela
- Mika Ct. from north end of cul-de-sac to Calle de Valenzuela
- Milano Ct. from north cul-de-sac to south cul-de-sac
- Calle de Valenzuela from Hontza Ct. to Milano Ct.

Priority 2 will construct a new roadway section of the easterly half of S. Eastern Ave. between Malan St. and Avenida de Valenzuela. This includes undergrounding a portion of the Oakley Canal and the Bryant Drain necessary for the new roadway.

Utilizing the City's On-Call List, JBL Associates provided a proposal at the City's request in the amount of \$85,220 to provide engineering services for the La Paloma Bond Settlement Street Improvements Project. The City's On-Call List for Professional Services provide City staff the ability to obtain assistance when expedited / fast track support is needed.

JBL Associates proposes to:

- Prepare technical specifications and exhibits for bid documents to repair and bring occupied streets up to final grade
- Prepare improvement plans and technical specifications to construct the easterly half of S. Eastern Ave. from Malan St. to Calle de Valenzuela and full width of Calle de Valenzuela from Eastern Ave. to Milano Ct.
- Imperial Irrigation District coordination for the undergrounding of the Oakley Canal parallel to Eastern Ave. from Calle de Valenzuela to Malan St. IID will perform the final design.
- Field surveying

FISCAL IMPACT: \$85,220 – La Paloma Bond Settlement Account

ATTACHMENTS: Agreement
JBL Associates Engineering Proposal dated 12-11-2013
Resolution 2013-53

CITY OF BRAWLEY
CONSULTING SERVICES CONTRACT
PROFESSIONAL SERVICES
FOR
LA PALOMA BOND SETTLEMENT STREET IMPROVEMENTS PROJECT

- 1.0 **The Parties.** This Contract is made by and between the City of Brawley ("City") and JBL Associates, ("Consultant").
- 2.0 **Paragraph Headings and Definitions.** Paragraph headings in this Contract are for convenience only, and are not to be construed to define, limit, expand, interpret, or amplify the provisions of this Contract. When initially capitalized in this Contract or amendments hereto, the following words or phrases shall have the meanings specified:
- 2.1 **Best Efforts.** Those efforts that a competent, experienced, and prudent Consultant would use to perform and complete the requirements of this Contract in a timely manner, exercising the degree of care, competence, and prudence customarily imposed on a Consultant performing similar work in the State of California.
- 2.2 **Contract.** This Contract, including all referenced documents, between City and Consultant for the performance of the Work, and any subsequent written modifications or amendments executed by City and Consultant.
- 2.3 **Consultant.** The legal entity that executes this Contract with City to perform the Work.
- 2.4 **Force Majeure.** An act of God, or event beyond the control of a party, including an act or omission of government, act or omission of civil or military authority, strike or lockout, act of a public enemy, war, blockade, insurrection, riot, epidemic, landslide, earthquake, fire, storm, lightning, flood, washout, or civil disturbance which could not have been avoided through the exercise of reasonable care and prudence.
- 2.5 **Contract Manager.** The title of the person designated by City to be its representative with authority to act for City regarding this Contract and the Work of Consultant.
- 2.6 **Work.** All or a part or phase of the obligations undertaken by Consultant pursuant to the Contract.
- 3.0 **Time of Contract.** Consultant shall perform the services required under this Contract within 180 calendar days from the date of the Contract.
- 4.0 **Scope of Work.** City hereby retains and engages Consultant, and Consultant accepts such engagement to provide Engineering Services which includes the following:
- 4.1 Details of Scope of work are contained in the Proposal for Professional Services, dated December 11, 2013, attached herewith as Exhibit C and by this reference made a part hereof and are here referenced below.
- 4.1.1 Technical Specifications and Exhibits for Bid Documents for streets listed under Priority 1 described in the above referenced Exhibit C attached.
- 4.1.2 Improvements plans for Bryant Drain at Eastern Avenue crossing. Improvement plans for Eastern Ave. from Malan St. to Calle de Valenzuela and Calle de Valenzuela from Eastern Ave. to Milano Ct.
- 4.1.3 Imperial Irrigation District coordination and meetings with IID Staff for pipelining Oakley Canal parallel to Eastern Avenue.
- 4.1.4 Field surveying for elevations, existing monuments for right of way and topographical features in the project area based on plans for La Paloma CFD Subdivision Phase I.
- 4.1.5 As-built field surveying and drawings of Eastern Ave., Calle de Valenzuela, and Bryant Drain.

See Exhibit C attached for full details.

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

5.1 Maximum Fee. The maximum fee under this Contract is Eighty Five Thousand Two Hundred Twenty (\$85,220.00) Dollars without prior express written consent of City. In the event that consultant anticipates the need for services in excess of the amount, the City shall be notified immediately in writing. Details of the Fee Proposal are included as part of Exhibit C.

5.2 Extra Work. Consultant shall not perform extra work of any kind without prior express written consent of City.

5.3 Direct Labor Expenses. The actual hourly rate for the employees' labor classification by the hours expended for the accomplishment of the work.

5.4 Direct Non Labor Expenses. Shall only be those that directly result from or are needed to facilitate, the accomplishment of direct labor expenses. Direct Non-Labor Expenses shall include the following, so long as such costs are reasonable and identifiable costs directly applicable to the Work.

5.4.1 Testing expenses, such as survey, and specialty sub-Consultants.

5.4.2 Communication expenses, such as telephone, fax, express mail charges and postage;

5.4.3 Reproduction costs, such as printing, copying and binding and:

5.5 Travel and subsistence costs, such as airfare, mileage, meals, and accommodations

6.0 Payment

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

6.1 Compensation. Monthly progress payments shall be billed and based on the actual percentage of work completed. The progress of the work and payment due shall be recorded on a Progress Payment Form, appearance of which will be approved by City. Percent completion justification shall be part of monthly invoice. See Exhibit B for a sample of a typical invoice.

7.0 Records and Audits

7.1 Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City.

7.2 Audit. City may perform an audit of the costs of any given Work Order. City shall not have access to Consultant's composition of fixed overhead rates or lump sums, the financial make up of payroll burdens or to any costs expressed as a percentage of direct labor costs.

7.3 Document Retention. Consultant shall maintain all above documents and records, which demonstrate performance under this Contract for a minimum of three years, or for any longer period required by law, from the date of termination or completion of this Contract.

8.0 Control of Work.

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

9.0 Ownership of Documents

9.1 Documents. Original project documents, including reproducible record prints of drawings, calculations, estimates, designs, specifications, field notes and data prepared in the course of performing the Work shall become the

property of City. All final reports including reconnaissance reports, pre-feasibility reports and feasibility reports shall be the property of City. Consultant may retain copies of said documents and reports.

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

10.0 Duties of Consultant

- 10.1 Degree of Care. In the performance of its services hereunder, Consultant shall exercise that degree of skill and judgment commensurate with that which is normally exercised by recognized professional Consultants in the same discipline, with respect to services of a similar nature, in accordance with all applicable rules, laws and regulations.
- 10.2 Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession.
- 10.3 Correction of Improper Services. Consultant shall perform or correct any portions of the work not performed in accordance with the standard of care specified herein, provided that Consultant is notified in writing of nonconformity within a reasonable time after discovery by City of the nonconforming service. Consultant shall perform the remedial services at no additional cost to the City.

11.0 Suspension

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

12.0 Termination

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

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

- 12.1.1 Upon termination of this Contract for cause, Consultant shall be entitled only to payment of that portion of services performed for which Consultant has not been paid and which Consultant has actually satisfactorily performed, up to the date of such termination; provided, however, that: No allowance shall be included for any out-of-pocket costs and expenses incurred by Consultant by reason of the termination of this Contract.
- 12.1.2 Nothing contained in this Contract shall limit in any manner any rights or remedies otherwise available to City by reason of a default by Consultant under this Contract including, without limitation, the right to seek full reimbursement from Consultant for all costs and expenses incurred or to be incurred by City by reason of Consultant's default hereunder and which City would not have otherwise incurred if Consultant had not defaulted hereunder.
- 12.2 Termination For Convenience - In the event that City terminates this Contract for reasons other than those set forth above Consultant shall be entitled to payment for services performed which have not been paid to Consultant and which shall compensate Consultant for all services actually and satisfactorily performed by Consultant up to the date of such termination.
- 12.3 Duties of Consultant Upon Termination - Upon any termination of this Contract Consultant shall:
 - 12.3.1 Discontinue all of its services under the Contract from and after the date of the notice of termination, except as may be required to complete any item or portion of work to a point where discontinuance will not cause unnecessary waste or duplicative work or cost.
 - 12.3.2 Cancel, or, if so directed by City, transfer to City all or any of the commitments and Contracts made by Consultant relating to the services, to the extent they may be canceled or transferred by Consultant.
 - 12.3.3 Transfer to City in the manner, to the extent, and at the time directed by City, all supplies, materials and other property produced as a part of, or acquired in the performance of Consultant's services.
 - 12.3.4 Take such other actions as City may reasonably direct.

13.0 Insurance

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

- 13.1 Commercial General Liability Insurance. Commercial General Liability coverage shall be provided on an occurrence form or equivalent. Claims made or modified occurrence forms will not be accepted. Total limits for all coverages shall be no less than \$1,000,000 per occurrence and \$3,000,000 general aggregate.
- 13.2 Business Auto Liability Insurance. Business auto coverage written on an ISO Business Auto Coverage form including symbol 1 (Any Auto). Limits shall be no less than \$1,000,000 per accident.
- 13.3 Workers' Compensation. Workers' Compensation coverage providing workers' compensation statutory benefits as required by law. (This provision shall not apply if Consultant has no employees performing work under this Agreement, however, in such case Consultant must sign the "Certificate of Exemption from Workers Compensation Insurance" included below.)
- 13.4 Professional Liability Insurance – Professional liability (Errors and Omissions) coverage shall be maintained with policy limits of not less than \$1,000,000 effective during the pendency of the work

which is the subject of this Contract and covering claims made not less than one year following completion of work.

14.0 Indemnification

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

15.0 Relationship of Parties

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

16.0 Assignment and Subcontracting

16.1 Non-Assignment. A substantial inducement to City for entering into this Contract is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Contract will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Contract without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

16.2 Successors and Assigns. This Contract shall be binding upon the successors and assigns of each of the parties hereto in respect to all of the provisions hereof. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any of the parties, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract.

17.0 Laws and Regulations

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

18.0 Force Majeure

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

19.0 Attorneys' Fees

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

20.0 Governing Law and Venue

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

21.0 Integration

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

22.0 Authorized Representatives and Notices

22.1 Representatives. Prior to commencement of the work under the Contract, City and Consultant shall agree on the designation of a representative authorized to act in behalf of each party.

22.2 Notice and Communications. All communications relating to the day-to-day activities under this Contract shall be exchanged between the representatives of City and Consultant. All legal notices and communications required under or related to this Contract shall be in writing, and shall be delivered personally or mailed by certified mail, postage prepaid, return receipt requested, to the representatives of City and Consultant identified below. Notice shall be effective on the date of delivery.

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

TO: JBL Associates
Timothy B. Jones, RCE/LS
780 North 4th Street
El Centro, CA 92243
Phone: (760) 352-2105
Fax: (760)352-1040
E-mail: tbj@jblassociates.org

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

23.0 Waiver

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

24.0 Survival of Obligations and Liabilities

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

25.0 Severability

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

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

Dated: _____, 2013.

CITY OF BRAWLEY

ATTEST:

By: _____
Rosanna B. Moore, City Manager

By: _____
Alma Benavides, City Clerk

Dated: _____, 2013.

CONSULTANT

By: _____
Timothy B. Jones, RCE/LS

CITY OF BRAWLEY
EXHIBIT A
SCOPE OF SERVICES
CONSULTING SERVICES CONTRACT
PROFESSIONAL SERVICES
FOR
LA PALOMA BOND SETTLEMENT STREET IMPROVEMENTS PROJECT

1.0 General Scope of Work

The General Scope of Work is for Consultant to provide Professional Services for La Paloma Bond Settlement Street Improvements Project.

2.0 Specific Scope of Work

2.1 Details of Scope of work are contained in the Proposal for Professional Services for La Paloma Bond Settlement Street Improvements Project attached herewith as Exhibit C and by this reference made a part hereof.

EXHIBIT B
Typical Monthly Invoice
Consultant's Letterhead

City of Brawley

Project Title: Professional Services for La Paloma Bond Settlement Street Improvements Project.

Services from: (Date) to (Date)

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

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

Attach backup information, if applicable.



DESIGNERS • ENGINEERS • ENERGY CONSULTANTS

December 11, 2013

Ms. Yasmin Arellano
Public Works Director
City of Brawley
180 S. Western Ave
Brawley, CA 92227

Subject: Engineering Proposal for La Paloma Bond Settlement Street
Improvements in Brawley, CA

Dear Mrs. Arellano,

JBL Associates, Inc. is pleased to provide this revised engineering services proposal for the La Paloma Bond Settlement Street Improvements in Brawley, CA. The streets to be repaired or overlaid up to grade under Priority 1 are Hontza Ct., Avenida de Colimbo, Mika Ct., Milano Ct. and Calle de Valenzuela. The City desires portions of these streets to be improved where existing residences occur.

The Priority 2 is secondary access of Eastern Ave to Malan and extension of Calle de Valenzuela to Eastern Ave. This portion of work is to complete the street improvements per the Phase I La Paloma Improvement Plans by MDS Consulting dated March 27, 2006.

The services to be provided with costs are as follows:

1. Technical specifications and exhibits for bid documents of those streets listed under Priority 1. These streets will require overlays and repairs to meet City standards. The 24" x 36" drawings will use Google Earth Pro for topography. Only field surveying at Malan and Avendia de Colimbo for drainage recommendations is included under the field surveying. A plan view and detail for a drain outlet at Bryant Drain is proposed. Approximate material quantities and cost estimate is included.

Engineering cost \$13,800

2. Improvement plans for Bryant Drain (City) at Eastern Ave crossing only. Approximate length is 90 feet. Improvement plans for Eastern Ave from Malan to Calle de Valenzuela and Calle de Valenzuela from Eastern Ave to Milano Ct. Approximate material quantities and cost estimate is included.

Engineering cost \$52,435

3. Imperial Irrigation District coordination and 2-1 hour meetings with IID staff for pipelining Oakley Canal parallel to Eastern Ave from Calle de Valenzuela to Malan. Exhibits for IID encroachment permit application and engineering construction design submittals. IID will perform the final design.

Engineering cost \$ 2,950

4. Field surveying will tie to local datum for elevations, existing monuments for right of way and topographical features in the project area based on the improvement plans for La Paloma CFD Subdivision Phase 1.

Field surveying cost \$ 8,780

5. As-built field surveying and drawings of Eastern Ave, Calle de Valenzuela, and Bryant Drain. No As-builts are included for the Priority 1 overlay areas.

Field surveying cost \$ 3,960

Engineering cost \$ 3,295

Notes

1. The City will provide standards for details and sample word documents for specifications.
2. The JBL plans will be based on the original plans by MDS Consulting approved by the City. Existing street tie-ins will be verified before design. If any concerns are found the City will be notified before proceeding.
3. This proposal does not include any costs for construction management, SWPPP or Notice of Intent.
4. The proposal includes 8 hours for bid support and submittal review.
5. A specification book is not included as part of this proposal. Technical specs and Special provisions will be provided for Priority 1 based on being a word document and specifications on plans for Priority 2.
6. Landscape, landscape irrigation plans and fencing design/plans are not included as part of this proposal
7. No costs are included for a demolition plan, or site utilities: electrical, telephone, gas or cable.
8. The drawings will include title sheet, general notes, detail sheet, plan with profile, traffic control, sign/striping, water, storm drain and erosion control plan for the streets listed on Priority 2.
9. JBL will provide one CD and 2 sets of technical specifications for Priority 1. Priority 2 will include one set of vellums stamped and signed.
10. The field surveying will be based on the project being prevailing wages.
11. California coordinates will be used for horizontal control and for vertical the IVPN 57 bench mark noted on the MDS Consulting improvement plans.
12. See attached costs for geotechnical investigation and project management by Landmark, Consultants, Inc dated December 11, 2013. Please note this cost is not included in JBL's proposal.

The total cost to perform the tasks listed above by JBL is **\$85,220.00**. Compensation will be on a basis of fixed fee. Additional work not included in the agreement will be billed at JBL's personnel fee rates that are approved by the agreement with the City of Brawley.

Thank you for the opportunity to provide the City with a proposal for street improvements for better traffic movements in Brawley.

Sincerely,

JBL Associates, Inc.

A handwritten signature in black ink, appearing to read "T. Jones", is written over a horizontal line. The signature is stylized and somewhat cursive.

Timothy B. Jones, RCE/LS
Principal

RESOLUTION NO. 2013-53

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA
ESTABLISHING BOND SETTLEMENT PRIORITIES FOR LA PALOMA
SUBDIVISION.**

WHEREAS, the City of Brawley is party to a Bond Settlement Agreement entered into on August 3, 2012 with Arch Insurance Company (ARCH); and

WHEREAS, the Bond Settlement Agreement stipulates a payment from ARCH to the City of Brawley in the amount of \$2,700,000 for the completion of certain improvement work in Units 1 and 2 of the La Paloma Subdivision; and

WHEREAS, there is existing pending litigation in relation with Unit 2 of La Paloma Subdivision as of this date; and

WHEREAS, the Bond Settlement Agreement proceeds are currently being utilized to cover the existing special counsel expenditures associated with this case; and

WHEREAS, there is an approximate balance of \$2,300,000 of the Bond Settlement Agreement proceeds; and

WHEREAS, there are existing residential subdivision improvements that could be accomplished with these funds to improve the quality of life of La Paloma Subdivision Units 1 and 2 residents; and

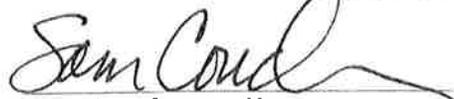
WHEREAS, City of Brawley staff developed a priority list for offsite improvements to improve the quality of life of La Paloma Subdivision Units 1 and 2 residents.

NOW, THEREFORE, BE IT RESOLVED that the City of Brawley City Council establishes that the balance of ARCH Bond Settlement Agreement proceeds after covering consultant fees shall be utilized only for the purposes of improving the quality of life of La Paloma Units 1 and 2 residents in the following order until the funds are depleted:

Priority	Description	Estimated Cost
1	Road Improvements for Existing Residents	\$445,369.30
2	Secondary Access Point - Eastern Avenue	\$1,709,706.73
3	Storm Drain Improvements - Bryant Drain	\$925,750.00
4	Green Belt	\$448,500.00
	Priorities 1+2+3+4	\$3,529,326.02
	Priorities 1+2+3	\$3,080,826.02
	Priorities 1+2	\$2,155,076.02

BE IT FURTHER RESOLVED that the City Manager, or his/her designee is hereby authorized and empowered to execute in the name of the City of Brawley all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to accomplish this task.

APPROVED, PASSED AND ADOPTED at an adjourned regular meeting of the Brawley City Council held on September 16, 2013.


Sam Couchman, Mayor

ATTEST:


Alma Benavides, City Clerk

STATE OF CALIFORNIA]
COUNTY OF IMPERIAL]
CITY OF BRAWLEY]

I, ALMA BENAVIDES, City Clerk of the City of Brawley; California, DO
HEREBY CERTIFY that the foregoing Resolution No. 2013-53 was passed and
adopted by the City Council of the City of Brawley, California, at a
adjourned regular meeting held on the 16th day of September, 2013, and that
it was so adopted by the following roll call vote: m/s/c Campbell/Nava 5-0

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

DATED: September 16, 2013


Alma Benavides, City Clerk

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date

12/17/13

Agenda Item No.

PEM

Prepared by: Steven Sullivan, P.E., Associate Civil Engineer

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

SUBJECT: Amendment No. 1 to Agreement with Kimley-Horn & Associates, Inc. for the Alyce Gereaux Park Renovation Project

CITY MANAGER RECOMMENDATION: Authorize Amendment No. 1 to the Agreement with Kimley-Horn & Associates, Inc. for the Preparation of Bidding Documents (Plans, Specifications, and Cost Estimates) and provide Construction Support Services for the Alyce Gereaux Park Renovation Project and authorize the City Manager to execute all documentation in relation to this project.

DISCUSSION:

At the June 18, 2013 regular meeting, the City Council authorized an agreement with Kimley-Horn & Associates Inc. to provide professional engineering services for the preparation of bidding documents and provide construction support services for the Alyce Gereaux Park Renovation. The project will renovate the park located at Magnolia St. and Eastern Ave. and will add new recreational features such as a splash pad, athletic field, walking trail, drought tolerant garden and landscape area, picnic area, and accessible play equipment. The project is funded by a California Department of Parks and Recreation grant in the amount of \$2,702,500.

Kimley-Horn & Associates Inc. was awarded a fixed fee of \$336,690 to prepare bidding documents for the project.

Amendment No. 1 consists of additional calendar days on the contract in order to allow for construction support services as approved in the original scope. An additional 730 calendar days will be added bringing the total contract time to 910 calendar days. The amended contract will expire December 14, 2015.

FISCAL IMPACT: None

ATTACHMENTS: Amendment No. 1

**AMENDMENT NO. 1
TO CONTRACT
ALYCE GEREUX PARK RENOVATION PROJECT
KIMLEY-HORN AND ASSOCIATES
DATE: December 17, 2013**

The Parties to this Amendment No. 1 to the Contract are the City of Brawley (City) and Kimley-Horn and Associates (Consultant).

RECITALS

As part of the original Scope of Work, Consultant is to provide Professional Engineering Services for preparation of bidding documents and provide construction support services for the Alyce Gereux Park Renovation Project.

Amendment No. 1 consists of additional calendar days on the contract in order to allow for construction support services as approved in the original project scope. An additional 730 calendar days will be added bringing the total contract time to 910 calendar days. The amended contract will expire December 14, 2015.

THE PARTIES AGREE:

- 1.0 The Scope of Work is revised as follows: Add an additional 730 calendar days to the contract. The amended contract will expire December 14, 2015.
- 2.0 Additional funds for Consultant to cover the revised Scope of Services shall not exceed \$0.00.
- 3.0 All other terms, conditions and stipulations contained in the original Contract shall remain in effect.

DATED: _____, 2013

CITY OF BRAWLEY

By: _____
Rosanna B. Moore, City Manager

KIMLEY-HORN AND ASSOCIATES

ATTEST:

By: _____
Matt Capuzzi, P.E.

By: _____
Alma Benavides, City Clerk

By: _____
Dennis Landaal, P.E.

Mayoral Appointments to

Boards, Commissions & Committees with Council Representation

February 5, 2013

DELEGATE ALTERNATE

Brawley Chamber of Commerce Board of Directors
 Meets every 4th Wednesday of the month @ 7:00 AM Chamber of Commerce Board Room
 Contact Person: Katie Figari/Contact No.: 760-344-3160

Couchman
 Campbell

Imperial County Air Pollution District Board of Directors
 Only As needed (Hearing Requested) 150 So. 9th Street, El Centro
 Contact: Emmanuel Sanchez, MPA/Contact No.: 760-482-4167
 Secondary Contact Method: emmanuel.sanchez@co.imperial.ca.us

Couchman
 Miranda

Imperial County Emergency Food & Shelter Program (EFSP)

Meetings as notified and held @ United Way, El Centro N.I.: 760-355-4900

Campbell
 Miranda

Imperial County Film Commission

Quarterly Meetings (Meetings as notified and held) El Centro Chamber of Commerce, 1095 So. 4th St., El Centro
 Contact Person: Charla Teeters/Contact No.: 760-337-4155

Nava
 Campbell

Imperial County Transportation Commission (ICTC)

4th Thursday of the month, 6:00 PM Board of Supervisors Chambers, 940 Main Street, El Centro
 No.: 760-592-4494

Nava
 Campbell

Imperial County Local Transportation Authority (LTA)

Quarterly or as needed Imperial County Board of Supervisors Chambers, 940 W. Main Street, El Centro

Nava
 Campbell

Imperial County Service Authority for Freeway Emergencies (SAFE)

As needed basis following ICTC Meeting, 940 W. Main Street, El Centro
 Contact Person: Codie Rowin/Contact No.: 760-482-4462

Nava
 Campbell

Imperial Valley Emergency Communications Authority (IVECA)

4th Thursday of the month, 1:30 PM, RDA Office, 1249 Main Street, El Centro

Wharton
 Gillmore

02/07/2013

Mailing: P.O. Box 1025, Imperial, CA/Contact Person: Jeff Green/Contact No. 760-425-0951

League of California Cities Delegate

September 2012, Mailing address: 1400 K Street, Sacramento, CA 95814

Campbell

Miranda

Imperial Valley Regional Public Safety Training Authority

Campbell

North County Coalition of the Arts (NOCCA)

Contact Person: Patty Saracco Lang/Contact No.: 760-344-2984

Wharton

Nava

Imperial County Overall Economic Development Commission

4th Wednesday, 3:00 PM County Planning Department, 801 Main Street, El Centro

Contact Person: Esperanza Colio/Contact No.: 760-482-4900

Couchman

Nava

Abandoned Vehicle Abatement Joint Powers Authority (AVAJPA)

Soto

Gaste

Imperial Valley Enterprise Zone

Meets every other 3rd Thursday of month @ 1:30 PM rotates from Brawley and Calexico

Contact Person: Joann Santana/Contact No.: 760-351-7093

Couchman

Bayon Moore

California Joint Powers Insurance Authority (CJPIA)

4th Wednesday of the month, 5:30 PM (with noted exceptions) 8081 Moody Street, La Palma, CA

Contact No.: 800-229-2343

Nava

Campbell

Southern California Assn. Of Governments (SCAG) General Assembly

Delegate

Varies, 9:00 AM, 818 W. Seventh St., 12th Floor, Los Angeles, CA 90017

Contact Person: Debra Salcido/Contact No.: 213-236-1993

Imperial County Office: 1405 N. Imperial Avenue, Suite 1, El Centro, CA 92243

Campbell

Miranda

Association of California Cities Allied with Prisons (ACCAP)

Campbell

Nava

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: December 3, 2013

City Manager:



PREPARED BY: Shirley Bonillas, Personnel & Risk Management Administrator
Richard Rubio, Parks & Recreation Director

PRESENTED BY: Richard Rubio, Parks & Recreation Director

SUBJECT: Playground Safety and Risk Management Program

CITY MANAGER RECOMMENDATION: Informational Item

DISCUSSION: The Playground Safety and Risk Management Program is a program that is designed to help protect and preserve its unsupervised public playground facilities and its users. Utilizing the attached checklist, Parks staff will attempt to eliminate playground hazards and provide a safe play and learning environment for children.

FISCAL IMPACT: Implementation of this program has minimal financial impact and has been incorporated into the weekly duties of Park's staff.



I. PURPOSE

City of Brawley has developed the following Playground Safety & Risk Management Program to protect and preserve its unsupervised public playground facilities and its users.

This program may only be accomplished through a commitment to a Playground Safety & Risk Management Program which assures that every attempt will be made to eliminate playground hazards while not totally eliminating the element of risk which is an essential part of any successful children's play and learning environment.

II. GUIDELINES

To guarantee the continued success of this program, the following guidelines will be adhered to by all departments and staff:

- A. All playground sites will be subject to the Playground Safety & Risk Management Program.
- B. All equipment shall be installed according to manufacturer specifications.
- C. Reasonable resources to ensure prudent and timely inspections and maintenance shall be provided.
- D. All playground equipment shall be inspected and maintained by City of Brawley staff on a regular basis. The necessary documentation shall be utilized and retained.
- E. All playground equipment purchasers, installers, inspectors, and maintenance employees performing maintenance shall be trained in accordance with City of Brawley's Playground Safety & Risk Management Program, in order to maintain all playground equipment in substantial compliance with the current standard of care.
- F. All new playground equipment shall be in compliance with current Consumer Product Safety Commission (CPSC) Public Playground Safety Handbook and American Society for Testing and Materials (ASTM) Standards.
- G. Playground equipment manufacturers shall carry adequate product liability insurance coverage.

III. INSPECTION & MAINTENANCE

City of Brawley recognizes the need to regularly inspect public playground facilities for excessive wear, deterioration, and any potential hazards. In order to achieve this goal, the following process will be followed:

- A. Each public playground shall be inspected once per week.
- B. A checklist (Appendix A) shall be completed for each inspection. The checklist shall be signed and dated by the staff member completing the inspection.
- C. Items observed as deficient and in need of corrective action shall be noted on the checklist.
- D. Deficiencies that can be easily completed (e.g. tightening loose bolts) or of a high-risk nature (e.g. loose rope tied to equipment by user) shall be corrected immediately by the staff member completing the inspection.
- E. Deficiencies that are resource-intensive to correct (e.g. require use of special equipment, multiple staff members) shall be reported to the Director of Parks & Recreation and shall be corrected as soon as practicable.
- F. Corrected deficiencies shall be noted on the checklist and accompanying action form.

IV. RECORD RETENTION

Records of all public playground inspections (including completed checklists and action forms) shall be retained in accordance with City of Brawley's formal record retention policy (in any case, records shall be retained for a minimum of three years). A record of any accident or injury reported to have occurred on the playground shall also be retained.

Appendix A - Periodic Playground Maintenance Checklist

Park Name _____
 Inspector _____

Play Area Location _____
 Date _____
Retain document for 3 years after inspection.

Item to be checked (Use the following page to record a brief description of the necessary repairs.)	OK	Deficiency Noted	Date Corrected
A. Over-All Structure			
1. Post and play event footings are not exposed, cracked, or loose			
2. Clamps show no sign of slippage, cracking, or failure			
3. Clamp drive screws and/or pins are secure			
4. Welds are intact and free of cracks			
5. Slide and Deck Enclosures			
6. Challenge Ladders			
7. Swing, Ring Trek, and Track Ride Cross Beams			
8. Arch, Curly, and Pipe Climbers			
9. Mounting Blocks			
10. No rust or corrosion			
11. No splintered, cracked, or otherwise deteriorated wood (pay special attention to areas where chains or rails thread through the wood)			
12. No scratched, chipped, or peeling paint			
13. Metal parts show no visible cracks, bending, warping, or breakage			
14. No missing bolts, nuts, screws, etc.			
15. All bolts, nuts, screws, etc. are tight			
16. All joints are secure (pay special attention to sectional slides, pipe climbers, and challenge ladders)			
17. All swivels, bearings, grease fittings, and moving parts are well lubricated and not excessively worn (pay special attention to tire swings, belt swings, track rides, and ring treks)			
18. No broken or missing parts			
19. No sharp edges or unsafe protrusions (check metal corners, bolts, etc.)			
20. No exposed mechanisms, junctions of moving parts, or components are posing possible pinch or crush points			
B. Play Events			
1. Plastic is not cut or cracked			
2. All slide support/anchors are intact and secure			
3. All 'S' hooks are closed and not excessively worn			
C. Swings			
1. All 'S' hooks are closed and not excessively worn			
2. No exposed metal on swing seats			
3. Swivel rubber sleeve of tire swing is in place and not excessively worn			
4. Swing chain is in good condition and not excessively worn, especially at connection points			
5. Connectors and chain have free movement			
D. Surrounding Area			
1. Resilient surfacing material is not scattered or excessively worn (pay special attention to area at the end of slides and under swings)			
2. Resilient surfacing material is adequately deep and retains its fall absorbing abilities as specified at installation			
3. Border around playground is in good condition and has not come loose			
4. No roots, rocks, or other objects are causing a tripping or injury hazard			
5. Area is clean of litter (no broken glass or bottles, etc.)			
6. Benches are securely fastened to underlying cement pad			

Action Form

Date Inspected _____ For _____ Checklist

Retain document for 3 years after inspection date.

Item Number	Deficiency	Corrective Action Taken



RECORD OF BUILDING PERMITS November 2013

Prepared by: Francisco Soto, Building Official

Prepared As of: 12-11-13

DATE ISSUED	PERMIT NUMBER	PERMIT DESCRIPTION	ASSESSOR PARCEL NUMBER	ADDRESS	OWNER	ISSUED TO	COST OF IMPROVEMENTS
11/01/13	24993	House Demo	047-430-062	1607 "A" Street	Mark Gaddis Construction	Owner	N/A
11/01/13	24994	Electrical	048-020-022	590 W. Main Street	BPM Motel Investment, Inc.	Procal Electric	N/A
11/04/13	24995	Reroof	047-264-013-000	318 N. 5th Street	Ana M. Palomino	Owner	737.47
11/04/13	24996	Mechanical	049-060-029	1315 "H" Street	Evalio Flores	Desert Air Conditioning	N/A
11/15/13	24997	Plumbing	046-364-010	1006 Eucalyptus Avenue	Pearl Rosas	RFC Services	N/A
11/15/13	24998	House & Garage Demo	046-232-006-000	261 West "B" Street	Western Avenue Baptist Church	Owner	N/A
11/06/13	24999	Plumbing	046-335-039-000	1133 Cedar Court	Alberto Leyva	Campeinos Unidos, Inc.	N/A
11/07/13	25000	House Demo	047-272-007-000	726 "C" Street	Marion F. Journey Jr.	Owner	N/A
11/07/13	25001	Inspection Fee Only	047-302-015-000	1287 "C" Street, #79	I.V. Housing Authority	Owner	N/A
11/07/13	25002	Right of Way	049-021-011	169 S. 6th Street	Gordon Jongeward	Owner	N/A
11/08/13	25003	Patio	046-351-022-000	1123 Pecan Court	Manuel Cardenas	Owner	3,680.00
11/08/13	25004	Right of Way	049-270-016-8030	East of Dogwood Road	Imperial Irrigation District	Owner	N/A
11/12/13	25005	Reroof	047-010-033	1060 N. Imp. Ave.,#104-108	I.V. Housing Authority	Foam Experts Roofing, Inc.	16,425.00
11/13/13	25006	Sign	048-430-002-000	1050 S. Brawley Ave.,#104	Brawley Marquee, LLC	Master Design	4,800.00
11/14/13	25007	Mechanical	048-093-011	184 "H" Street	Rosa Moreno	Locke Air	N/A
11/14/13	25008	Slab	048-340-027	875 Willard Avenue	Spencer Wavra	Owner	5,016.00
11/14/13	25009	House Demo	047-152-025-000	635 Bina Street	Jesus Navarro	Mark Gaddis Construction	N/A
11/18/13	25010	House Addition	048-042-015	235 West "G" Street	Steve & Julie Reeves	Ryebuilt Construction Group	40,166.00
11/18/13	25011	Electrical	048-161-018	359 "J" Street	Mary Ann Floyd	Miholland Electric	N/A
11/18/13	25012	Electrical	046-341-014	1014 Ash Street	Manuel A. Perez	Miholland Electric	N/A
11/18/13	250013	Warehouse Demo	047-050-025	4627 Highway 111	Materra Properties	TradeMark Construction	N/A
11/18/13	25014	Mechanical	047-050-018	1060 N. Imperial Ave.,#63	I.V. Housing Authority	J&S Air Conditioning	N/A
11/18/13	25015	Right of Way	N/A	Various Locations	City of Brawley	The Gas Company	N/A
11/20/13	25016	Reroof	047-453-024	608 South 16th Street	Ramon & Blanca Guzman	Barajas Roofing	6,200.00
11/20/13	25017	Electrical	049-181-038	650 South Imperial Avenue	The Bank of New York Mellon	Owner	N/A
11/21/13	25018	Plumbing	048-392-006-000	1104 La Valecia Court	Oscar & Maribel Garcia	Owner	N/A
11/22/13	25019	Right of Way	047-153-008-000	615 N. Palm Avenue	Margarito & Manuela Guzman	Owner	N/A
11/26/13	25020	Right of Way	046-212-022-000	205 Main Street	Government Agencies	TWG Construction	N/A
11/27/13	25021	New Pool & Spa	048-074-008	450 Sycamore Drive	Robbin & Richard Elmore	California Pools	60,000.00