

**Brawley City Council &
Successor Agency to
Brawley Community Redevelopment Agency
Agenda
Regular Meeting
Tuesday, February 18, 2014 @ 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

- e. Authorize Amendment No. 1 to the Agreement with AE Consulting, Inc. for Design Services and Construction Management Services for the Brawley Municipal Airport Hangar Area Asphalt Rehabilitation and Drainage Improvements. **Pp 43-45**
- f. Adopt Resolution No. 2014- : Resolution of the City Council of the City of Brawley, California Acting in Its Capacity as the Successor Agency for the Brawley Community Redevelopment Agency, Approving the Recognized Obligation Payment Schedule for the Period of July through December 2014 and Approving Certain Related Actions. **Pp 46-55**

4. PUBLIC HEARING

- a. Update of the City of Brawley Program Income Reuse Plan. **Pp 56-84**
 - 1. Hold Public Hearing
 - 2. Review and Adopt Resolution No. 2014- : Resolution of the City of Brawley, California Revision of the Program Income Reuse Plan for the State Community Block Grant Program (CDBG).

5. REGULAR BUSINESS

- a. Presentation by Antonio Ortega, Imperial Irrigation District Governmental Affairs Specialist regarding Salton Sea Stabilization and Restoration Effort and Potential Adoption of Resolution No. 2014-__ : Resolution of the City of Brawley, California Supporting the Salton Sea Restoration & Renewable Energy Initiative. **Pp 85-96**
- b. Review and Potential Action regarding New Street Sweeping Schedule for the City of Brawley, Effective February 24, 2014. **Pp 97-99**
- c. Review and Potential Action regarding Purchase of a Self-Propelled Articulating Boom in the Amount of \$119,039, Utilizing National Joint Powers Alliance Purchasing Contract # 031710-Gil. **Pp 100-107**
- d. 2013-2014 Mid-Year Budget Review by Ruby Walla, Finance Director **Pp 108-116**

6. DEPARTMENTAL REPORTS

7. INFORMATIONAL REPORTS

- a. Record of Building Permits, January 14, 2014 – Francisco Soto, Building Official. Pp 117-118

8. CITY COUNCIL REPORTS

9. CITY MANAGER'S REPORT

10. TREASURER'S REPORT

11. CITY ATTORNEY'S REPORT

12. CITY CLERK'S REPORT

13. 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 two (2) potential cases.

PERSONNEL MATTERS (G.C. Section 54957)

- a. Public Employee Performance Evaluation
Title: City Manager

ADJOURNMENT Next Adjourned Meeting, **Thursday, February 27, 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

Check Register Report

Date: 02/06/2014

Time: 1:44 PM

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City of Brawley

Check Number	Check Date	Printed	Vendor Number	Vendor Name	Check Description	Amount
28325	01/31/2014	Printed	U790	U.S. BANK CORPORATE	Credit Card Charges/R. Walla	1,198.22
28326	02/06/2014	Printed	A481	A & R TRUCK PARTS AND SVC, LLC	Repair ABS System #3913 F.D.	120.00
28327	02/06/2014	Printed	A218	AE CONSULTING, INC.	Airport Hangar Apron Rehab	4,998.00
28328	02/06/2014	Printed	A414	AIRWAVE COMMUNICATIONS ENT INC	Monthly Maint. Radio Cont/PD	1,209.68
28329	02/06/2014	Printed	A554	ALLIED WASTE SERVICES #467	Street Sweeping 1/1/14-1/31/14	17,000.00
28330	02/06/2014	Void	A126		Void Check	0.00
28331	02/06/2014	Void	A126		Void Check	0.00
28332	02/06/2014	Printed	A126	ALSCO AMERICAN LINEN DIV.	Uniforms/JJ Galvan	4,458.59
28333	02/06/2014	Printed	A743	ELENA AMADOR	BB Scorekeeper 1/28-1/29/14	40.00
28334	02/06/2014	Printed	A544	GARY ANSIEL	Sockets, Pliers/Shop	189.00
28335	02/06/2014	Printed	A785	AT&T	U-Verse Internet 1/24-2/23/14	88.00
28336	02/06/2014	Printed	A461	AT&T-CALNET 2	Telephone Services 12/20-1/19	3,580.08
28337	02/06/2014	Printed	A135	ATD-AMERICAN CO., INC.	Bulletin Board	462.24
28338	02/06/2014	Void	A592		Void Check	0.00
28339	02/06/2014	Printed	A592	AUTO ZONE, INC. #2804	Oil & Filter #3964	528.35
28340	02/06/2014	Printed	A277	AVAYA INC.	Equipment Maint/Public Works	410.22
28341	02/06/2014	Printed	B689	BEAMSPEED INTERNET SERVICE	Wireless Internet 1/29-2/28/14	69.95
28342	02/06/2014	Printed	B640	HENRY A. BEERDEN	Refund OverPayment 275 C St.	0.30
28343	02/06/2014	Printed	B684	LAURA P. BLAKE	Zumba Instructor Mornings Jan.	459.00
28344	02/06/2014	Printed	B390	BRAWLEY AUTO BODY	Repair Window & Frame	1,006.33
28345	02/06/2014	Printed	B747	BRENNTAG PACIFIC INC.	Sodium Hypochlorite	5,886.90
28346	02/06/2014	Printed	B960	TYMIKA BROWN	BB Ref/Scorekeeper 1/27-1/30	72.00
28347	02/06/2014	Printed	B411	BSN SPORTS	Basketball Nets	110.60
28348	02/06/2014	Printed	C545	CANON SOLUTIONS AMERICA	P.W. Scanner Maint. January	51.32
28349	02/06/2014	Printed	C549	CANON SOLUTIONS AMERICA, INC	Copier Maint 1/1-1/31/14 P.W.	321.51
28350	02/06/2014	Printed	C842	MATT CASEY	Refund OverPayment 345 TERC	258.15
28351	02/06/2014	Printed	C167	CASS INFORMATION SYSTEMS	Refund OverPayment 1400 Main	1,115.73
28352	02/06/2014	Printed	C275	CDW GOVERNMENT, INC.	Extended Warranty Service	7,667.80
28353	02/06/2014	Printed	C128	CHICAGO TITLE CO.	PIRT Policy/Limon/1140 D St	200.00
28354	02/06/2014	Printed	C368	ERIK CHILCOTT	Refund OverPayment 468 Julia	118.13
28355	02/06/2014	Printed	C117	CLA-VAL CO, SOUNDCAST,	Repair/Rebuild 3 Booster Pumps	2,158.54
28356	02/06/2014	Printed	C900	CROWN AWARDS	Medals	65.30
28357	02/06/2014	Printed	D402	DAPPER TIRE CO., INC.	Tires/Shop Stock P.D.	708.85
28358	02/06/2014	Printed	E145	ELMS EQUIPMENT	X-Line	61.15
28359	02/06/2014	Printed	E924	BARBARA J. ESQUIVEL	Refund Deposit 1105 H Street	122.80
28360	02/06/2014	Printed	F358	THE FAIR STORE	Safety Boots/Saul Sandoval	150.00
28361	02/06/2014	Printed	F105	FEDERAL EXPRESS CORP.	Mailings - City Clerk	5.14
28362	02/06/2014	Printed	F415	TANYA FERNANDEZ	Basketball Coach 1/21-1/29	94.50
28363	02/06/2014	Printed	F631	LAWRENCE E. FLEMING, TRUSTEE	Refund OverPayment 588 TERC	36.61
28364	02/06/2014	Printed	G216	DAYJANE GRANBERRY	BB Ref/Scorekeeper 1/28-1/30	92.00
28365	02/06/2014	Printed	H119	HAAKER EQUIPMENT CO., INC.	Desiccant #104 Sewer	143.24
28366	02/06/2014	Printed	H182	HACH COMPANY, INC.	Reagent Set Chlorine Free	509.96
28367	02/06/2014	Printed	H095	HAGEMeyer NORTH AMERICA	Flow Test SCBA	464.61
28368	02/06/2014	Printed	H158	HD SUPPLY WATERWORKS, LTD.	Bell Joint Clamp	7,134.93
28369	02/06/2014	Printed	H104	HOLMAN PROFESSIONAL COUNSELING	Employee Assistance Feb. 2014	598.69
28370	02/06/2014	Printed	H191	HOWARD ANIMAL HOSPITAL	Euthanasia	211.00
28371	02/06/2014	Void	I301		Void Check	0.00
28372	02/06/2014	Void	I301		Void Check	0.00
28373	02/06/2014	Void	I301		Void Check	0.00
28374	02/06/2014	Void	I301		Void Check	0.00
28375	02/06/2014	Printed	I301	IMPERIAL HARDWARE CO., INC.	Screws, Drill Bits	1,704.47
28376	02/06/2014	Printed	I103	IMPERIAL IRRIGATION DISTRIC	Power Bill 12/27/13-1/27/14	664.06
28377	02/06/2014	Printed	I637	IMPERIAL PHYSICAL THERAPY	Refund Deposit 518 E Street	164.57
28378	02/06/2014	Printed	I443	IMPERIAL PRINTERS	Business Cards	77.76

Check Register Report

Date: 02/06/2014

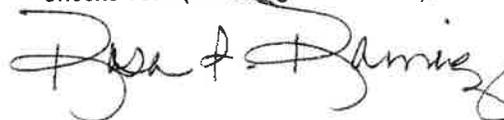
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Check Number	Check Date	Printed	Vendor Number	Vendor Name	Check Description	Amount
28379	02/06/2014	Printed	I218	INTERSTATE BATTERY	Batteries, Core Charge #3913	725.00
28380	02/06/2014	Printed	J020	CECILIA JAUREGUI	Refund Deposit 1261 Adler St	195.26
28381	02/06/2014	Printed	J268	JULIAN JIMENEZ	Reimb DMV Physical	65.00
28382	02/06/2014	Printed	J632	JORDAN IMPLEMENT, INC.	Fuel Pump, Filter #50 WTP	222.79
28383	02/06/2014	Printed	K797	KEARNY MESA AUTOMOTIVE CO.	Reservoir Tank #208 Streets	61.21
28384	02/06/2014	Printed	K731	KEARNY PEARSON FORD, LLC.	A/C Motor Assembly #933 PD	119.95
28385	02/06/2014	Printed	L920	LABRUCHERIE IRRIGATION SUPP	Rotors, Valves, Bushings, Tape	1,807.48
28386	02/06/2014	Printed	L599	LEE & RO. INC.	Assistance With MS4 Permit	29,283.50
28387	02/06/2014	Printed	L642	LYNDA.COM, INC.	Annual On Line Training	375.00
28388	02/06/2014	Printed	M069	MACHWELD SHOP SERVICE	Repair #206 Animal Control	130.00
28389	02/06/2014	Printed	M765	GEOR MITCHELL BUILDERS, INC.	P.D. Replacement Generator	27,008.03
28390	02/06/2014	Void	N045		Void Check	0.00
28391	02/06/2014	Printed	N045	NORTHEND AUTOPARTS, INC.	Power Steering Fluid #3964 FD	1,544.50
28392	02/06/2014	Printed	0567	JIM O'MALLEY PLUMBING	PVC	348.31
28393	02/06/2014	Printed	O233	O'REILLY AUTO PARTS	A/C Cabin Filter #47 Parks	47.20
28394	02/06/2014	Printed	O125	OFFICE SUPPLY CO.	Desk Pads, Ink, Table, Pens	1,745.96
28395	02/06/2014	Printed	O421	ONE SOURCE DISTRIBUTORS, IN	Bulbs	22.84
28396	02/06/2014	Printed	O901	ORANGE COMMERCIAL CREDIT	E. Coli Analysis	1,830.00
28397	02/06/2014	Printed	P344	PADRE JANITORIAL SUPPLIES, INC	Janitorial Supplies #2 F.D.	367.08
28398	02/06/2014	Printed	P167	PETE'S AUTO PARTS	Vacuum Pump Oil/Shop	617.26
28399	02/06/2014	Printed	P113	PETTY CASH -CITY CLERK	Petty Cash - City Clerk	85.95
28400	02/06/2014	Printed	P254	PITNEY BOWES INC.	Tape Strips, Ink Cartridge	180.33
28401	02/06/2014	Printed	P188	PLUMMER UPHOLSTERY	Repair Seat #909 P.D.	125.12
28402	02/06/2014	Printed	P342	PSOMAS & ASSOCIATES, INC.	ADA Transition Plan Phase 1	6,692.43
28403	02/06/2014	Printed	P839	PYRAMID CONSTRUCTION	Tack Oil	495.50
28404	02/06/2014	Printed	Q308	ISAIAH JORDAN QUIROZ	Basketball Referee 1/27-1/30	108.00
28405	02/06/2014	Printed	R651	R.J. SAFETY SUPPLY CO., INC	Gloves	379.18
28406	02/06/2014	Printed	R702	RADIO SHACK	CDRS	5.39
28407	02/06/2014	Printed	R511	RIVERSIDE COUNTY SHERIFF'S OFF	Dispatch-Domestic Violence	260.00
28408	02/06/2014	Printed	R877	ROSS RUBIO	Basketball Referee 1/22/14	72.00
28409	02/06/2014	Printed	S815	SAL'S TREE SERVICE	Thin & Clean Trees/Main St/	4,100.00
28410	02/06/2014	Printed	S467	ISABEL SANCHEZ	Refund Dep/OverPymt 464 Adler	195.55
28411	02/06/2014	Printed	S262	DANIEL DERRICK SOLANO	Basketball Referee 1/27-1/30	72.00
28412	02/06/2014	Printed	S495	SOUTHERN CALIFORNIA GAS CO.	187 525 6200 1 12/9-1/10/14	123.29
28413	02/06/2014	Printed	S689	STAPLES ADVANTAGE	Poly Zip Envelopes	1,018.67
28414	02/06/2014	Printed	S750	STAPLES, INC	Daily Diaries, P-Touch Tape	441.49
28415	02/06/2014	Printed	S712	STIFF EQUIPMENT INC.	Lifting Chains	227.26
28416	02/06/2014	Printed	S849	STILLS ELECTRIC	Repair Lamps	561.00
28417	02/06/2014	Printed	T808	TIME WARNER CABLE	Internet 8448 42 002 0055391	139.90
28418	02/06/2014	Printed	T306	TIMEPAYMENT CORP.	Drinking Water Service P.D.	65.24
28419	02/06/2014	Printed	T764	TOPS N BARRICADES, INC.	Signs For The Goldline	4,624.18
28420	02/06/2014	Printed	U790	U.S. BANK CORPORATE	Credit Card Charges/D Campbell	437.83
28421	02/06/2014	Printed	U167	UNDERGROUND SERVICE ALERT, INC	Dig Alert Tickets Nov. 2013	30.00
28422	02/06/2014	Printed	U901	UNITED STATES POSTAL SERVIC	City Hall Postage Refill	1,759.37
28423	02/06/2014	Printed	V335	V & V MANUFACTURING INC.	Nameplates	25.33
28424	02/06/2014	Printed	V079	VERIZON WIRELESS SERVICES L	MDC Network Connection	1,428.42
28425	02/06/2014	Printed	V163	DINESH VITHALANI	Refund Deposit 1090 Pine Court	137.20
28426	02/06/2014	Printed	W833	WATER TECH	Solenod Assembly/CC Terrace	30.74
28427	02/06/2014	Printed	W135	WAXIE SANITARY SUPPLY	Trash Bags, Fresheners	711.13
28428	02/06/2014	Printed	Z954	RACHEL ZEPEDA	BB Gym Supervisor 1/27-1/30	99.00

Checks Total (excluding void checks): 157,936.15



INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/06/2014

Time: 1:57 pm

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City of Brawley

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Fund: 101 General Fund							
Dept: 110.000 General Revenues							
101-110.000-410.910	Utility users 1						
	CASEY/MATT//		Refund OverPayment 345 TERC	28350	02/04/2014	02/06/2014	9.45
	CHILCOTT/ERIK//		Refund OverPayment 468 Julia	28354	01/24/2014	02/06/2014	2.65
	SANCHEZ/ISABEL//		Refund Dep/OverPymt 464 Adler	28410	01/29/2014	02/06/2014	1.33
							13.43
							13.43
							Total Dept. General Revenues: 13.43
Dept: 111.000 City Council							
101-111.000-720.100	Office suppli						
	U.S. BANK CORPORATE///		Credit Card Charges/H. Noriega	28325	12/23/2013	01/31/2014	224.90
	U.S. BANK CORPORATE///		Credit Card Charges/H. Noriega	28420	01/22/2014	02/06/2014	30.12
							255.02
101-111.000-721.200	Other operat						
	U.S. BANK CORPORATE///		Credit Card Charges/H. Noriega	28325	12/23/2013	01/31/2014	12.98
	U.S. BANK CORPORATE///		Credit Card Charges/D Campbel	28420	01/22/2014	02/06/2014	146.88
							159.86
101-111.000-721.900	Small tools &						
	U.S. BANK CORPORATE///		Credit Card Charges/H. Noriega	28420	01/22/2014	02/06/2014	58.42
							58.42
101-111.000-750.400	Travel						
	U.S. BANK CORPORATE///		Credit Card Charges/G. Nava	28325	12/23/2013	01/31/2014	27.17
	U.S. BANK CORPORATE///		Credit Card Charges/H. Noriega	28325	12/23/2013	01/31/2014	768.09
	U.S. BANK CORPORATE///		Credit Card Charges/H. Noriega	28420	01/22/2014	02/06/2014	85.65
	U.S. BANK CORPORATE///		Credit Card Charges/D Campbel	28420	01/22/2014	02/06/2014	60.35
							941.26
							Total Dept. City Council: 1,414.56
Dept: 112.000 City Clerk							
101-112.000-730.200	Technical se						
	CDW GOVERNMENT, INC.///	JF22072	Extended Warranty Service	28352	01/14/2014	02/06/2014	166.89
							166.89
101-112.000-750.210	Postage						
	FEDERAL EXPRESS CORP./i	2-545-32325	Mailings - City Clerk	28361	01/31/2014	02/06/2014	5.14
	UNITED STATES POSTAL SE		City Hall Postage Refill	28422	01/30/2014	02/06/2014	6.44
							11.58
							Total Dept. City Clerk: 178.47
Dept: 131.000 City Manager							
101-131.000-720.100	Office suppli						
	U.S. BANK CORPORATE///		Credit Card Charges/R. Moore	28420	01/22/2014	02/06/2014	56.41
							56.41
101-131.000-721.110	Food and grc						
	PETTY CASH -CITY CLERK//		Petty Cash - City Clerk	28399	02/03/2014	02/06/2014	4.00
	PETTY CASH -CITY CLERK//		Petty Cash - City Clerk	28399	02/03/2014	02/06/2014	81.95
							85.95
101-131.000-721.200	Other operat						
	U.S. BANK CORPORATE///		Credit Card Charges/R. Moore	28325	12/23/2013	01/31/2014	37.58
							37.58
101-131.000-730.200	Technical se						
	CDW GOVERNMENT, INC.///	JF22072	Extended Warranty Service	28352	01/14/2014	02/06/2014	83.44
							83.44

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
101-131.000-750.400	Travel U.S. BANK CORPORATE///		Credit Card Charges/R. Moore	28325	12/23/2013	01/31/2014	17.50
							<u>17.50</u>
						Total Dept. City Manager:	280.88
Dept: 151.000 Finance							
101-151.000-720.100	Office suppli OFFICE SUPPLY CO.///	471810-0	Toner	28394	01/31/2014	02/06/2014	65.76
							<u>65.76</u>
101-151.000-730.200	Technical se CDW GOVERNMENT, INC.///	JF22072	Extended Warranty Service	28352	01/14/2014	02/06/2014	417.21
							<u>417.21</u>
101-151.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 12/20-1/19	28336	01/20/2014	02/06/2014	59.80
							<u>59.80</u>
101-151.000-750.210	Postage UNITED STATES POSTAL SE		City Hall Postage Refill	28422	01/30/2014	02/06/2014	127.68
							<u>127.68</u>
101-151.000-750.600	Contributions U.S. BANK CORPORATE///		Credit Card Charges/R. Walla	28325	12/23/2013	01/31/2014	110.00
							<u>110.00</u>
						Total Dept. Finance:	780.45
Dept: 152.000 Utility Billing							
101-152.000-720.100	Office suppli OFFICE SUPPLY CO.///	471810-0	Toner	28394	01/31/2014	02/06/2014	65.76
							<u>65.76</u>
101-152.000-730.200	Technical se CDW GOVERNMENT, INC.///	JF22072	Extended Warranty Service	28352	01/14/2014	02/06/2014	125.17
							<u>125.17</u>
101-152.000-750.210	Postage UNITED STATES POSTAL SE		City Hall Postage Refill	28422	01/30/2014	02/06/2014	1,515.18
							<u>1,515.18</u>
						Total Dept. Utility Billing:	1,706.11
Dept: 153.000 Personnel							
101-153.000-730.200	Technical se CDW GOVERNMENT, INC.///	JF22072	Extended Warranty Service	28352	01/14/2014	02/06/2014	83.44
							<u>83.44</u>
						Total Dept. Personnel:	83.44
Dept: 171.000 Planning							
101-171.000-730.200	Technical se CDW GOVERNMENT, INC.///	JF22072	Extended Warranty Service	28352	01/14/2014	02/06/2014	125.17
							<u>125.17</u>
101-171.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 12/20-1/19	28336	01/20/2014	02/06/2014	143.16
							<u>143.16</u>
101-171.000-750.210	Postage UNITED STATES POSTAL SE		City Hall Postage Refill	28422	01/30/2014	02/06/2014	47.96
							<u>47.96</u>

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City of Brawley

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Total Dept. Planning:							316.29
Dept: 181.000 Information technc							
101-181.000-720.200	Books and s LYNDA.COM, INC.///	CA117141143	Annual On Line Training	28387	01/29/2014	02/06/2014	375.00
							375.00
101-181.000-730.200	Technical se CDW GOVERNMENT, INC.///	JF22072	Extended Warranty Service	28352	01/14/2014	02/06/2014	250.33
							250.33
Total Dept. Information technology:							625.33
Dept: 191.000 Non-departmental							
101-191.000-720.100	Office suppli PITNEY BOWES INC.///	384966	Tape Strips, Ink Cartridge	28400	01/24/2014	02/06/2014	180.33
							180.33
101-191.000-720.800	Janitorial sup PADRE JANITORIAL SUPPLI	352451	Facial Tissue	28397	01/20/2014	02/06/2014	32.08
							32.08
101-191.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 12/20-1/19	28336	01/20/2014	02/06/2014	325.44
							325.44
Total Dept. Non-departmental:							537.85
Dept: 211.000 Police Protection							
101-211.000-720.100	Office suppli IMPERIAL PRINTERS///	75483	Signature Stamp/Crankshaw	28378	12/30/2013	02/06/2014	20.52
	IMPERIAL PRINTERS///	75615	Business Cards	28378	12/31/2013	02/06/2014	57.24
	STAPLES ADVANTAGE///	3219850611	Toner, Record Book	28413	01/11/2014	02/06/2014	321.79
	STAPLES ADVANTAGE///	3220439876	Copy Paper, Ribbon, Calendars	28413	01/15/2014	02/06/2014	580.31
							979.86
101-211.000-721.100	Uniforms V & V MANUFACTURING INC	38871	Nameplates	28423	01/20/2014	02/06/2014	25.33
							25.33
101-211.000-721.200	Other operat ATD-AMERICAN CO., INC.///	PF11090681	Bulletin Board	28337	01/31/2014	02/06/2014	462.24
	IMPERIAL HARDWARE CO.,	342937/2	2-Cycle Oil	28375	01/29/2014	02/06/2014	15.21
	IMPERIAL HARDWARE CO.,	341305/2	Galvanized Roll, Tinner Snips	28375	01/15/2014	02/06/2014	32.57
	IMPERIAL HARDWARE CO.,	341429/2	Door Stop, Magnetic Tape	28375	01/16/2014	02/06/2014	26.16
	IMPERIAL HARDWARE CO.,	342109/2	Hose, Connector	28375	01/22/2014	02/06/2014	50.59
	IMPERIAL HARDWARE CO.,	332289/2	K-9 Dog Food	28375	10/25/2013	02/06/2014	42.47
	IMPERIAL HARDWARE CO.,	335198/2	K-9 Dog Food	28375	11/19/2013	02/06/2014	44.95
	IMPERIAL HARDWARE CO.,	343082/2	Gas Can	28375	01/30/2014	02/06/2014	15.79
	R.J. SAFETY SUPPLY CO., II	321448-0002	Gloves	28405	01/24/2014	02/06/2014	83.09
	R.J. SAFETY SUPPLY CO., II	319389-0002	Gloves	28405	11/08/2013	02/06/2014	59.34
							832.41
101-211.000-721.900	Small tools & STAPLES ADVANTAGE///	3219850610	Wipe Board	28413	01/11/2014	02/06/2014	204.11
	STAPLES ADVANTAGE///	3220439875	Return Wipe Boards	28413	01/18/2014	02/06/2014	-323.99
	STAPLES ADVANTAGE///	3220439874	Office Chair	28413	01/18/2014	02/06/2014	129.59
							9.71
101-211.000-725.300	Natural gas SOUTHERN CALIFORNIA GA		187 525 6200 1 12/9-1/10/14	28412	01/14/2014	02/06/2014	123.29
							123.29
101-211.000-730.200	Technical se						

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	AIRWAVE COMMUNICATION	426772	Detail Chevy Tahoe #929	28328	12/16/2013	02/06/2014	551.68
	CDW GOVERNMENT, INC.///	JF22072	Extended Warranty Service	28352	01/14/2014	02/06/2014	1,084.77
							1,636.45
101-211.000-740.100	Repair & ma						
	AIRWAVE COMMUNICATION	604322	Monthly Maint. Radio Cont/PD	28328	12/31/2013	02/06/2014	608.00
	CANON SOLUTIONS AMERIC	4011827474	Copier Maint 12/1-12/31 P.D.	28349	01/11/2014	02/06/2014	116.39
	STILLS ELECTRIC///	3105	Repair Time Clock	28416	01/28/2014	02/06/2014	275.35
	STILLS ELECTRIC///	3103	Repair Lamps	28416	01/28/2014	02/06/2014	285.65
							1,285.39
101-211.000-740.200	Cleaning ser						
	ALSCO AMERICAN LINEN DI	LYUM819596	Cleaning Services	28332	01/24/2014	02/06/2014	101.19
							101.19
101-211.000-740.400	Rent						
	TIMEPAYMENT CORP.	32942864-0214	Drinking Water Service P.D.	28418	01/15/2014	02/06/2014	65.24
							65.24
101-211.000-750.200	Communicat						
	AT&T-CALNET 2///		Telephone Services 12/20-1/19	28336	01/20/2014	02/06/2014	1,410.87
	VERIZON WIRELESS SERVI	9718421080	MDC Network Connection	28424	01/15/2014	02/06/2014	1,428.42
							2,839.29
101-211.000-750.510	Training/POC						
	RIVERSIDE COUNTY SHERII		Dispatch-Suicidal Callers	28407	01/17/2014	02/06/2014	130.00
	RIVERSIDE COUNTY SHERII		Dispatch-Domestic Violence	28407	01/17/2014	02/06/2014	130.00
							260.00
							Total Dept. Police Protection: 8,158.16
Dept: 211.300 Graffiti Abatement							
101-211.300-721.200	Other operat						
	ALSCO AMERICAN LINEN DI	LYUM821288	Coveralls/Graffiti	28332	01/31/2014	02/06/2014	57.78
	IMPERIAL HARDWARE CO.,	341848/2	Roller Cover, Tape/Graffiti	28375	01/21/2014	02/06/2014	28.61
							86.39
							Total Dept. Graffiti Abatement: 86.39
Dept: 221.000 Fire Department							
101-221.000-720.400	Automotive s						
	AUTO ZONE, INC. #2804///	2804003931	Oil & Filter #3964	28339	01/24/2014	02/06/2014	85.32
	NORTHEND AUTOPARTS, IN	490251	Trunk Clips #3952	28391	01/29/2014	02/06/2014	11.60
							96.92
101-221.000-720.800	Janitorial sup						
	PADRE JANITORIAL SUPPLI	352574	Janitorial Supplies F.D. #1	28397	01/21/2014	02/06/2014	164.85
							164.85
101-221.000-721.200	Other operat						
	IMPERIAL HARDWARE CO.,	341961/2	Drill Bits	28375	01/21/2014	02/06/2014	3.65
	IMPERIAL HARDWARE CO.,	342786/2	Screws, Drill Bits	28375	01/28/2014	02/06/2014	6.89
							10.54
101-221.000-730.200	Technical se						
	CDW GOVERNMENT, INC.///	JF22072	Extended Warranty Service	28352	01/14/2014	02/06/2014	125.17
							125.17
101-221.000-740.100	Repair & ma						
	HAGEMEYER NORTH AMER	IO-07616-11	Flow Test SCBA	28367	01/16/2014	02/06/2014	464.61
							464.61
101-221.000-740.200	Cleaning ser						
	ALSCO AMERICAN LINEN DI	LYUM819593	Cleaning Services	28332	01/24/2014	02/06/2014	31.35

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							31.35
101-221.000-750.200	Communicat						
	AT&T		U-Verse Internet 1/17-2/16/14	28335	01/16/2014	02/06/2014	40.00
	AT&T-CALNET 2///		Telephone Services 12/20-1/19	28336	01/20/2014	02/06/2014	141.91
							181.91
101-221.000-750.210	Postage						
	UNITED STATES POSTAL SE		City Hall Postage Refill	28422	01/30/2014	02/06/2014	0.66
							0.66
							Total Dept. Fire Department: 1,076.01
Dept: 221.100 Fire Station #2							
101-221.100-720.800	Janitorial sup						
	PADRE JANITORIAL SUPPLI	352575	Janitorial Supplies #2 F.D.	28397	01/21/2014	02/06/2014	170.15
							170.15
101-221.100-721.200	Other operat						
	IMPERIAL HARDWARE CO.,	342347/2	Fuel	28375	01/24/2014	02/06/2014	15.78
	IMPERIAL HARDWARE CO.,	339513/2	Ferrules & Stops	28375	12/27/2013	02/06/2014	2.02
							17.80
101-221.100-750.200	Communicat						
	AT&T		U-Verse Internet 1/24-2/23/14	28335	01/23/2014	02/06/2014	48.00
							48.00
							Total Dept. Fire Station #2: 235.95
Dept: 231.000 Building Inspection							
101-231.000-730.200	Technical se						
	CDW GOVERNMENT, INC.///	JF22072	Extended Warranty Service	28352	01/14/2014	02/06/2014	333.78
							333.78
101-231.000-740.100	Repair & ma						
	CANON SOLUTIONS AMERIC	4011861370	Copier Maint 8/1-8/31/13 BLDG	28349	01/17/2014	02/06/2014	6.90
	CANON SOLUTIONS AMERIC	4011861383	Copier Maint 9/1-9/30/13 BLDG	28349	01/17/2014	02/06/2014	6.90
	CANON SOLUTIONS AMERIC	4011861456	Copier Maint 08/1-10/31 BLDG	28349	01/17/2014	02/06/2014	6.90
	CANON SOLUTIONS AMERIC	4011861456	Copier Maint 08/1-10/31 BLDG	28349	01/17/2014	02/06/2014	62.56
	CANON SOLUTIONS AMERIC	4011861512	Copier Maint 11/1-11/30 BLDG	28349	01/17/2014	02/06/2014	6.90
	CANON SOLUTIONS AMERIC	4011861746	Copier Maint 12/1-12/31 BLDG	28349	01/17/2014	02/06/2014	6.90
							97.06
101-231.000-750.200	Communicat						
	AT&T-CALNET 2///		Telephone Services 12/20-1/19	28336	01/20/2014	02/06/2014	91.85
							91.85
101-231.000-750.210	Postage						
	UNITED STATES POSTAL SE		City Hall Postage Refill	28422	01/30/2014	02/06/2014	21.09
							21.09
							Total Dept. Building Inspection: 543.78
Dept: 241.000 Animal Control							
101-241.000-721.100	Uniforms						
	ALSCO AMERICAN LINEN DI	LYUM821195	Uniforms/Refugio Martinez	28332	01/31/2014	02/06/2014	59.40
							59.40
101-241.000-730.200	Technical se						
	HOWARD ANIMAL HOSPITAL	216737	Euthanasia	28370	01/20/2014	02/06/2014	211.00
							211.00
101-241.000-740.200	Cleaning ser						
	ALSCO AMERICAN LINEN DI	LYUM822392	Uniform Cleaning Services	28332	02/03/2014	02/06/2014	6.56
	ALSCO AMERICAN LINEN DI	LYUM817686	Uniform Cleaning Services	28332	01/20/2014	02/06/2014	6.56

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							13.12
							Total Dept. Animal Control: 283.52
Dept: 311.000 Engineering							
101-311.000-720.100	Office suppli STAPLES, INC/// STAPLES, INC///	31521 946180791	Day Timer, Label Tape Binder Clips	28414 28414	01/25/2014 01/01/2014	02/06/2014 02/06/2014	52.90 19.41
							72.31
101-311.000-730.100	Professional PSOMAS & ASSOCIATES, IN PSOMAS & ASSOCIATES, IN	93519 93753	Construction Support Transit ADA Transition Plan Phase 1	28402 28402	01/10/2014 01/21/2014	02/06/2014 02/06/2014	1,692.43 5,000.00
							6,692.43
101-311.000-730.200	Technical se CDW GOVERNMENT, INC.///	JF22072	Extended Warranty Service	28352	01/14/2014	02/06/2014	792.72
							792.72
101-311.000-740.100	Repair & ma AVAYA INC./// CANON SOLUTIONS AMERIC CANON SOLUTIONS AMERIC	2732940119 988154456 4011824121	Equipment Maint/Public Works P.W. Scanner Maint. January Copier Maint 1/1-1/31/14 P.W.	28340 28348 28349	01/22/2014 01/16/2014 01/11/2014	02/06/2014 02/06/2014 02/06/2014	102.56 51.32 11.00
							164.88
101-311.000-740.200	Cleaning ser ALSCO AMERICAN LINEN DI	LYUM822391	Cleaning Services	28332	02/03/2014	02/06/2014	26.02
							26.02
101-311.000-750.200	Communicat AT&T-CALNET 2/// TIME WARNER CABLE///		Telephone Services 12/20-1/19 Internet 8448 42 002 0055391	28336 28417	01/20/2014 01/30/2014	02/06/2014 02/06/2014	426.29 139.90
							566.19
101-311.000-750.210	Postage UNITED STATES POSTAL SE		City Hall Postage Refill	28422	01/30/2014	02/06/2014	24.48
							24.48
							Total Dept. Engineering: 8,339.03
Dept: 411.000 Community Develo							
101-411.000-740.100	Repair & ma CANON SOLUTIONS AMERIC CANON SOLUTIONS AMERIC CANON SOLUTIONS AMERIC CANON SOLUTIONS AMERIC CANON SOLUTIONS AMERIC CANON SOLUTIONS AMERIC	4011861370 4011861383 4011861456 4011861456 4011861512 4011861746	Copier Maint 8/1-8/31/13 BLDG Copier Maint 9/1-9/30/13 BLDG Copier Maint 08/1-10/31 BLDG Copier Maint 08/1-10/31 BLDG Copier Maint 11/1-11/30 BLDG Copier Maint 12/1-12/31 BLDG	28349 28349 28349 28349 28349 28349	01/17/2014 01/17/2014 01/17/2014 01/17/2014 01/17/2014 01/17/2014	02/06/2014 02/06/2014 02/06/2014 02/06/2014 02/06/2014 02/06/2014	6.90 6.90 62.56 6.90 6.90 6.90
							97.06
101-411.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 12/20-1/19	28336	01/20/2014	02/06/2014	91.85
							91.85
101-411.000-750.210	Postage UNITED STATES POSTAL SE		City Hall Postage Refill	28422	01/30/2014	02/06/2014	7.60
							7.60
							Total Dept. Community Development: 196.51
Dept: 511.000 Parks							
101-511.000-720.600	Plumbing suj LABRUCHERIE IRRIGATION LABRUCHERIE IRRIGATION O'MALLEY PLUMBING/JIM//	80552c 80551c 33649	Valves, Adapters, Bushings Rotors, Valves, Bushings, Tape PVC	28385 28385 28392	01/15/2014 01/15/2014 01/16/2014	02/06/2014 02/06/2014 02/06/2014	847.23 865.06 39.28

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	WATER TECH///	220677	Barbed Tee	28426	10/22/2013	02/06/2014	0.28
							1,751.85
101-511.000-721.100	Uniforms						
	ALSCO AMERICAN LINEN DI	LYUM821199	Uniforms/Eddie Sanchez	28332	01/31/2014	02/06/2014	274.05
	ALSCO AMERICAN LINEN DI	LYUM821201	Uniforms/Arturo Beltran	28332	01/31/2014	02/06/2014	312.12
							586.17
101-511.000-721.200	Other operat						
	ELMS EQUIPMENT///	1062714-0001	X-Line	28358	01/31/2014	02/06/2014	61.15
	IMPERIAL HARDWARE CO.,	342830/2	Hooks	28375	01/29/2014	02/06/2014	4.07
	IMPERIAL HARDWARE CO.,	342628/2	Paint	28375	01/27/2014	02/06/2014	64.49
	IMPERIAL HARDWARE CO.,	342761/2	Concrete, Box Accelerator	28375	01/28/2014	02/06/2014	5.64
	IMPERIAL HARDWARE CO.,	342967/2	Pickup Stick, Soap	28375	01/30/2014	02/06/2014	3.77
	IMPERIAL HARDWARE CO.,	343036/2	Concrete Mix	28375	01/30/2014	02/06/2014	2.69
	WATER TECH///	6596	PVC Boots	28426	01/28/2014	02/06/2014	16.48
							158.29
101-511.000-721.900	Small tools &						
	IMPERIAL HARDWARE CO.,	342967/2	Pickup Stick, Soap	28375	01/30/2014	02/06/2014	53.45
							53.45
							Total Dept. Parks: 2,549.76
Dept: 521.000 Recreation & Lions							
101-521.000-720.100	Office suppli						
	STAPLES ADVANTAGE///	3220439877	Poly Zip Envelopes	28413	01/18/2014	02/06/2014	106.86
							106.86
101-521.000-720.300	Chemicals						
	BRENNTAG PACIFIC INC.///	BPI382634	Hypochloric Solution	28345	01/21/2014	02/06/2014	1,782.50
							1,782.50
101-521.000-720.600	Plumbing suj						
	IMPERIAL HARDWARE CO.,	339582/2	Adapter, PVC Pipe, Cement	28375	12/28/2013	02/06/2014	8.43
							8.43
101-521.000-720.800	Janitorial suj						
	IMPERIAL HARDWARE CO.,	343095/2	Soap, Freshener, Cleaners	28375	01/31/2014	02/06/2014	71.20
	WAXIE SANITARY SUPPLY//,	74387629	Trash Bags, Fresheners	28427	01/23/2014	02/06/2014	711.13
							782.33
101-521.000-721.200	Other operat						
	CROWN AWARDS///	31979196	Medals	28356	01/16/2014	02/06/2014	65.30
	IMPERIAL HARDWARE CO.,	330216/2	Gloves	28375	10/10/2013	02/06/2014	8.07
	IMPERIAL HARDWARE CO.,	342384/2	Masonary Bits	28375	01/24/2014	02/06/2014	26.85
	IMPERIAL HARDWARE CO.,	333380/2	Valve Box, Brush, Paint	28375	11/04/2013	02/06/2014	55.20
							155.42
101-521.000-730.200	Technical se						
	BLAKE/LAURA P.//	12114131	Zumba Instructor Mornings Jan.	28343	02/03/2014	02/06/2014	459.00
	CDW GOVERNMENT, INC.///	JF22072	Extended Warranty Service	28352	01/14/2014	02/06/2014	166.89
							625.89
101-521.000-740.200	Cleaning ser						
	ALSCO AMERICAN LINEN DI	LYUM822387	Cleaning Services	28332	02/03/2014	02/06/2014	32.63
	ALSCO AMERICAN LINEN DI	LYUM817681	Cleaning Services	28332	01/20/2014	02/06/2014	32.95
	ALSCO AMERICAN LINEN DI	LYUM810662	Cleaning Services	28332	12/30/2013	02/06/2014	32.01
	ALSCO AMERICAN LINEN DI	LYUM806066	Cleaning Services	28332	12/16/2013	02/06/2014	33.96
							131.55
101-521.000-750.200	Communicat						
	AT&T-CALNET 2///		Telephone Services 12/20-1/19	28336	01/20/2014	02/06/2014	291.47
							291.47

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101-521.000-750.210	Postage UNITED STATES POSTAL SE		City Hall Postage Refill	28422	01/30/2014	02/06/2014	8.28
							8.28
							otal Dept. Recreation & Lions Center: 3,892.77
Dept: 521.100 Recreation League							
101-521.100-721.200	Other operat BSN SPORTS/// BSN SPORTS///	95836238 95836239	Basketball Jerseys Basketball Nets	28347 28347	01/21/2014 01/21/2014	02/06/2014 02/06/2014	22.14 88.46
							110.60
101-521.100-730.200	Technical se AMADOR/ELENA// BROWN/TYMIKA// FERNANDEZ/TANYA// GRANBERRY/DAYJANE// QUIROZ/ISAIAH JORDAN// RUBIO/ROSS// RUBIO/ROSS// SOLANO/DANIEL DERRICK// ZEPEDA/RACHEL//		BB Scorekeeper 1/28-1/29/14 BB Ref/Scorekeeper 1/27-1/30 Basketball Coach 1/21-1/29 BB Ref/Scorekeeper 1/28-1/30 Basketball Referee 1/27-1/30 Basketball Referee 1/29/14 Basketball Referee 1/22/14 Basketball Referee 1/27-1/30 BB Gym Supervisor 1/27-1/30	28333 28346 28362 28364 28404 28408 28408 28411 28428	02/03/2014 02/03/2014 02/04/2014 02/03/2014 02/03/2014 02/03/2014 02/04/2014 02/03/2014 02/03/2014	02/06/2014 02/06/2014 02/06/2014 02/06/2014 02/06/2014 02/06/2014 02/06/2014 02/06/2014 02/06/2014	40.00 72.00 94.50 92.00 108.00 36.00 36.00 72.00 99.00
							649.50
							Total Dept. Recreation Leagues: 760.10
Dept: 522.000 Senior Citizens Cen							
101-522.000-721.900	Small tools & IMPERIAL HARDWARE CO.,	342578/2	Vacuum	28375	01/27/2014	02/06/2014	118.79
							118.79
101-522.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 12/20-1/19	28336	01/20/2014	02/06/2014	92.48
							92.48
							Total Dept. Senior Citizens Center: 211.27
Dept: 551.000 Library							
101-551.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 12/20-1/19	28336	01/20/2014	02/06/2014	70.01
							70.01
							Total Dept. Library: 70.01
							Total Fund General Fund: 32,340.07
Fund: 202 CDBG							
Dept: 650.546 11-HOME-7664 Gen							
202-650.546-730.200	Technical se CHICAGO TITLE CO./// CHICAGO TITLE CO.///	7101400439-1 7101400437-1	PIRT Policy/Araujo/633 S Olive PIRT Policy/Limon/1140 D St	28353 28353	01/28/2014 01/21/2014	02/06/2014 02/06/2014	100.00 100.00
							200.00
							otal Dept. 11-HOME-7664 Gen Admin: 200.00
							Total Fund CDBG: 200.00
Fund: 211 Gas Tax							
Dept: 312.000 Street Maintenance							
211-312.000-720.700	Construction IMPERIAL HARDWARE CO.,	330885/2	Plywood, Studs, Hammer	28375	10/15/2013	02/06/2014	97.93
							97.93

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211-312.000-721.100	Uniforms						
	ALSCO AMERICAN LINEN DI	LYUM821179	Uniforms/Jose Limon	28332	01/31/2014	02/06/2014	266.76
	ALSCO AMERICAN LINEN DI	LYUM821191	Uniforms/Pablo Lopez	28332	01/31/2014	02/06/2014	314.55
	ALSCO AMERICAN LINEN DI	LYUM821193	Uniforms/Julio Velasquez	28332	01/31/2014	02/06/2014	291.33
	ALSCO AMERICAN LINEN DI	LYUM821181	Uniforms/Miguel Perez	28332	01/31/2014	02/06/2014	312.12
	ALSCO AMERICAN LINEN DI	LYUM821186	Uniforms/Ricardo Rosales	28332	01/31/2014	02/06/2014	331.56
							1,516.32
211-312.000-721.200	Other operat						
	IMPERIAL HARDWARE CO.,	330885/2	Plywood, Studs, Hammer	28375	10/15/2013	02/06/2014	9.40
	IMPERIAL HARDWARE CO.,	338434/2	Roller Cover, Paint Trays	28375	12/17/2013	02/06/2014	66.13
	IMPERIAL HARDWARE CO.,	339636/2	Paint Trays, Covers	28375	12/30/2013	02/06/2014	22.85
	IMPERIAL HARDWARE CO.,	339536/2	Brush, Markers, Paint	28375	12/28/2013	02/06/2014	34.75
	IMPERIAL HARDWARE CO.,	339529/2	Paint, Tape, Covers	28375	12/28/2013	02/06/2014	14.46
	IMPERIAL HARDWARE CO.,	337758/2	Graffiti Remover	28375	12/11/2013	02/06/2014	33.97
	PYRAMID CONSTRUCTION//	10068	Tack Oil	28403	11/18/2013	02/06/2014	495.50
	TOPS N BARRICADES, INC./.	1036753	Traffic Vests	28419	12/13/2013	02/06/2014	146.34
	TOPS N BARRICADES, INC./.	1036468	Traffic Vests	28419	11/27/2013	02/06/2014	187.65
	TOPS N BARRICADES, INC./.	1036469	Traffic Signs	28419	11/27/2013	02/06/2014	944.35
							1,955.40
211-312.000-721.900	Small tools &						
	IMPERIAL HARDWARE CO.,	330885/2	Plywood, Studs, Hammer	28375	10/15/2013	02/06/2014	16.68
	IMPERIAL HARDWARE CO.,	337901/2	Post Digger, Tape Rule	28375	12/12/2013	02/06/2014	140.36
							157.04
211-312.000-730.200	Technical se						
	SAL'S TREE SERVICE///	000532	Thin & Clean Trees/600 Westerr	28409	01/09/2014	02/06/2014	2,900.00
	SAL'S TREE SERVICE///	0001966	Thin & Clean Trees/Main St/	28409	01/30/2014	02/06/2014	1,200.00
							4,100.00
							Dept. Street Maintenance & Improve.: 7,826.69
							Total Fund Gas Tax: 7,826.69
Fund: 213 SB 821 - Ped. & Bic. Fa							
Dept: 313.000 Bicycle & Pedestri							
213-313.000-721.900	Small tools &						
	TOPS N BARRICADES, INC./.	1036752	Signs For The Goldline	28419	12/13/2013	02/06/2014	3,345.84
							3,345.84
							Total Dept. Bicycle & Pedestrian Fac.: 3,345.84
							SB 821 - Ped. & Bic. Fac.: 3,345.84
Fund: 215 Measure D - Sales Tax							
Dept: 312.000 Street Maintenance							
215-312.000-730.200	Technical se						
	ALLIED WASTE SERVICES #	467-001355246	Street Sweeping 1/1/14-1/31/14	28329	01/31/2014	02/06/2014	17,000.00
							17,000.00
							Dept. Street Maintenance & Improve.: 17,000.00
							nd Measure D - Sales Tax: 17,000.00
Fund: 222 Law Enforcement							
Dept: 000.000							
222-000.000-201.558	Retention-Ge						
	MITCHELL BUILDERS, INC./C	002	P.D. Replacement Generator	28389	01/17/2014	02/06/2014	-1,421.48
							-1,421.48
							Total Dept. 000000: -1,421.48

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Dept: 211.200 Asset Forfeiture-Federal							
222-211.200-721.900	Small tools & OFFICE SUPPLY CO.///	471514-0	Desk Furniture	28394	01/28/2014	02/06/2014	1,175.94
							1,175.94
222-211.200-800.400	Equipment MITCHELL BUILDERS, INC./C	002	P.D. Replacement Generator	28389	01/17/2014	02/06/2014	28,429.51
							28,429.51
Total Dept. Asset Forfeiture-Federal:							29,605.45
al Fund Law Enforcement:							28,183.97
 Fund: 501 Water							
Dept: 000.000							
501-000.000-030.100	Accts rec - p BEERDEN/HENRY A.//		Refund OverPayment 275 C St.	28342	01/24/2014	02/06/2014	0.30
	CASEY/MATT//		Refund OverPayment 345 TERC	28350	02/04/2014	02/06/2014	11.50
	CASEY/MATT//		Refund OverPayment 345 TERC	28350	02/04/2014	02/06/2014	0.57
							12.37
501-000.000-205.200	Water depos ESQUIVEL/BARBARA J.//		Refund Deposit 1105 H Street	28359	01/28/2014	02/06/2014	122.80
	IMPERIAL PHYSICAL THERA		Refund Deposit 518 E Street	28377	02/05/2014	02/06/2014	164.57
	JAUREGUI/CECILIA//		Refund Deposit 1261 Adler St	28380	01/28/2014	02/06/2014	195.26
	SANCHEZ/ISABEL//		Refund Dep/OverPymt 464 Adler	28410	01/29/2014	02/06/2014	161.03
	VITHALANI/DINESH//		Refund Deposit 1090 Pine Court	28425	01/28/2014	02/06/2014	137.20
							780.86
Total Dept. 000000:							793.23
 Dept: 321.000 Water Treatment							
501-321.000-440.710	Water sales CASEY/MATT//		Refund OverPayment 345 TERC	28350	02/04/2014	02/06/2014	103.89
	CASS INFORMATION SYSTE		Refund OverPayment 1400 Main	28351	01/30/2014	02/06/2014	1,115.73
	CHILCOTT/ERIK//		Refund OverPayment 468 Julia	28354	01/24/2014	02/06/2014	49.11
	FLEMING, TRUSTEE/LAWRE		Refund OverPayment 588 TERC	28363	01/30/2014	02/06/2014	36.61
							1,305.34
501-321.000-720.100	Office suppli OFFICE SUPPLY CO.///	470570-0	Ink, Copy Paper, Desk Pads	28394	12/27/2013	02/06/2014	164.08
	OFFICE SUPPLY CO.///	471077-0	Desk Pads, Ink, Table, Pens	28394	01/10/2014	02/06/2014	190.19
							354.27
501-321.000-720.300	Chemicals BRENNTAG PACIFIC INC.///	BPI378442	Sodium Hypochlorite	28345	01/07/2014	02/06/2014	4,104.40
							4,104.40
501-321.000-720.500	Electrical sup ONE SOURCE DISTRIBUTOR	S4186689.001	Bulbs	28395	12/16/2014	02/06/2014	22.84
							22.84
501-321.000-720.600	Plumbing suj LABRUCHERIE IRRIGATION	80900c	Indoor Controller/CC Terrace	28385	01/24/2014	02/06/2014	95.19
	WATER TECH///	6225	Solenod Assembly/CC Terrace	28426	01/22/2014	02/06/2014	13.98
							109.17
501-321.000-721.100	Uniforms ALSCO AMERICAN LINEN DI	LYUM821230	Uniforms/Frankie Rodriguez	28332	01/31/2014	02/06/2014	300.78
	ALSCO AMERICAN LINEN DI	LYUM821228	Uniforms/Art Reyes	28332	01/31/2014	02/06/2014	312.12
	ALSCO AMERICAN LINEN DI	LYUM821226	Uniforms/Pete Guzman	28332	01/31/2014	02/06/2014	331.56
	FAIR STORE/THE//	3726	Safety Boots/Saul Sandoval	28360	01/30/2014	02/06/2014	150.00
	RADIO SHACK///	020277	CDRS	28406	12/03/2013	02/06/2014	5.39

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							1,099.85
501-321.000-721.200	Other operat HACH COMPANY, INC.///	8592851	Reagent Set Chlorine Free	28366	12/02/2013	02/06/2014	509.96
							509.96
501-321.000-721.900	Small tools & OFFICE SUPPLY CO.///	471077-0	Desk Pads, Ink, Table, Pens	28394	01/10/2014	02/06/2014	84.23
							84.23
501-321.000-730.200	Technical se CDW GOVERNMENT, INC.///	JF22072	Extended Warranty Service	28352	01/14/2014	02/06/2014	208.61
							208.61
501-321.000-740.100	Repair & ma AVAYA INC.///	2732940119	Equipment Maint/Public Works	28340	01/22/2014	02/06/2014	102.55
	CLA-VAL CO, SOUNDCAST,	628958	Repair/Rebuild 3 Booster Pumps	28355	01/27/2014	02/06/2014	2,158.54
							2,261.09
501-321.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 12/20-1/19	28336	01/20/2014	02/06/2014	221.20
							221.20
Total Dept. Water Treatment:							10,280.96
Dept: 322.000 Water Distribution							
501-322.000-720.100	Office suppli STAPLES, INC.///	953244271	Daily Diaries, P-Touch Tape	28414	01/11/2014	02/06/2014	326.00
							326.00
501-322.000-720.600	Plumbing suj HD SUPPLY WATERWORKS	B636623	Hydrant Meter	28368	11/14/2013	02/06/2014	2,559.11
	HD SUPPLY WATERWORKS	B747716	Return Bend Fittings	28368	11/14/2013	02/06/2014	-125.67
	HD SUPPLY WATERWORKS	B805476	Meters	28368	11/27/2013	02/06/2014	641.63
	HD SUPPLY WATERWORKS	B779569	Meter Registers	28368	01/23/2014	02/06/2014	362.88
	HD SUPPLY WATERWORKS	B828180	Clamps	28368	12/27/2013	02/06/2014	978.49
	HD SUPPLY WATERWORKS	B807796	Clamps	28368	12/27/2013	02/06/2014	839.68
	HD SUPPLY WATERWORKS	B922941	Copper Tubing	28368	01/09/2014	02/06/2014	584.29
	HD SUPPLY WATERWORKS	B939770	Gloves, Safety Glasses	28368	01/14/2014	02/06/2014	205.48
	HD SUPPLY WATERWORKS	B828579	Bell Joint Clamp	28368	01/13/2014	02/06/2014	962.50
	IMPERIAL HARDWARE CO.,	337756/2	Hose	28375	12/11/2013	02/06/2014	54.67
	O'MALLEY PLUMBING/JIM//	85726	Cutter, Tape, Tape Measure	28392	11/13/2013	02/06/2014	216.36
	O'MALLEY PLUMBING/JIM//	86027	Teflon Paste, Glue, Clamp	28392	12/30/2013	02/08/2014	74.47
	O'MALLEY PLUMBING/JIM//	85858	Nipple, PVC	28392	12/03/2013	02/06/2014	18.20
							7,372.09
501-322.000-721.100	Uniforms ALSCO AMERICAN LINEN DI	LYUM821239	Uniforms/Juan Antunez	28332	01/31/2014	02/06/2014	297.54
	ALSCO AMERICAN LINEN DI	LYUM821175	Uniforms/JJ Galvan	28332	01/31/2014	02/06/2014	303.21
							600.75
501-322.000-721.200	Other operat IMPERIAL HARDWARE CO.,	338761/2	Wire Wheels, Key, Cords	28375	12/19/2013	02/06/2014	39.58
	IMPERIAL HARDWARE CO.,	338564/2	Brush, Scraper, Tape	28375	12/18/2013	02/06/2014	40.08
	IMPERIAL HARDWARE CO.,	338515/2	Screws, Battery	28375	12/17/2013	02/06/2014	38.16
	IMPERIAL HARDWARE CO.,	334605/2	Clamp	28375	11/14/2013	02/06/2014	17.72
	IMPERIAL HARDWARE CO.,	339662/2	Tape Measure	28375	12/30/2013	02/06/2014	11.77
	IMPERIAL HARDWARE CO.,	339206/2	Gsa Can, Pail, Soap	28375	12/24/2013	02/06/2014	36.54
	IMPERIAL HARDWARE CO.,	338919/2	Armor All, Cleaner, Wax	28375	12/21/2013	02/06/2014	86.29
	IMPERIAL HARDWARE CO.,	331937/2	Brush, Knee Pads	28375	10/23/2013	02/06/2014	33.29
	NORTHEND AUTOPARTS, IN	483060	Spill Absorbent	28391	11/06/2013	02/06/2014	28.04
	NORTHEND AUTOPARTS, IN	482519	Hitch & Lock	28391	11/01/2013	02/06/2014	60.03
	R.J. SAFETY SUPPLY CO., IN	320765-0002	Steel Toe Boots	28405	01/03/2014	02/06/2014	96.34
	R.J. SAFETY SUPPLY CO., IN	321066-0002	Steel Toe Boots	28405	01/22/2014	02/06/2014	140.41

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	STIFF EQUIPMENT INC.///	46998	Lifting Chains	28415	11/12/2013	02/06/2014	227.26
							855.51
501-322.000-721.900	Small tools & IMPERIAL HARDWARE CO.,	338377/2	Hex Key Set	28375	12/16/2013	02/06/2014	11.35
							11.35
501-322.000-725.200	Electricity IMPERIAL IRRIGATION DIST		Power Bill 12/27/13-1/27/14	28376	01/28/2014	02/06/2014	664.06
							664.06
501-322.000-730.100	Professional JIMENEZ/JULIAN//	70332	Reimb DMV Physical	28381	01/21/2014	02/06/2014	32.50
							32.50
501-322.000-740.100	Repair & ma AVAYA INC.///	2732940119	Equipment Maint/Public Works	28340	01/22/2014	02/06/2014	102.56
							102.56
501-322.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 12/20-1/19	28336	01/20/2014	02/06/2014	66.66
	UNDERGROUND SERVICE A	1120130068	Dig Alert Tickets Nov. 2013	28421	12/01/2013	02/06/2014	30.00
							96.66
							Total Dept. Water Distribution: 10,061.48
							Total Fund Water: 21,135.67
Fund: 511 Wastewater							
Dept: 331.000 Wastewater Collec							
511-331.000-440.730	Sewer servic CASEY/MATT//		Refund OverPayment 345 TERC	28350	02/04/2014	02/06/2014	92.20
	CHILCOTT/ERIK//		Refund OverPayment 468 Julia	28354	01/24/2014	02/06/2014	46.10
	SANCHEZ/ISABEL//		Refund Dep/OverPymt 464 Adlei	28410	01/29/2014	02/06/2014	23.05
							161.35
511-331.000-721.200	Other operat HD SUPPLY WATERWORKS	B970070	Liquid Dye	28368	01/24/2014	02/06/2014	126.54
	IMPERIAL HARDWARE CO.,	339346/2	Pliers, Picks, Brushes	28375	12/26/2013	02/06/2014	17.03
	NORTHEND AUTOPARTS, IN	490078	V-Belts/Lift Station #1	28391	01/28/2014	02/06/2014	174.93
							318.50
511-331.000-721.900	Small tools & IMPERIAL HARDWARE CO.,	342692/2	Shovel, Manhole Pick	28375	01/28/2014	02/06/2014	41.47
	IMPERIAL HARDWARE CO.,	339346/2	Pliers, Picks, Brushes	28375	12/26/2013	02/06/2014	35.95
	IMPERIAL HARDWARE CO.,	339055/2	Wedge, Maul, Axe	28375	12/23/2013	02/06/2014	78.67
							156.09
511-331.000-730.100	Professional JIMENEZ/JULIAN//	70332	Reimb DMV Physical	28381	01/21/2014	02/06/2014	32.50
							32.50
511-331.000-730.200	Technical se ORANGE COMMERCIAL CRE	6552	E. Coli Analysis	28396	01/13/2014	02/06/2014	1,830.00
							1,830.00
511-331.000-740.100	Repair & ma AVAYA INC.///	2732940119	Equipment Maint/Public Works	28340	01/22/2014	02/06/2014	102.55
							102.55
511-331.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 12/20-1/19	28336	01/20/2014	02/06/2014	33.06
							33.06

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Total Dept. Wastewater Collection:							2,634.05
Dept: 332.000 Wastewater treatm							
511-332.000-721.100	Uniforms ALSCO AMERICAN LINEN DI	LYUM821210	Uniforms/Truman Rogers	28332	01/31/2014	02/06/2014	318.60
							318.60
511-332.000-721.200	Other operat IMPERIAL HARDWARE CO.,	331989/2	Glue, Lysol Spray	28375	10/23/2013	02/06/2014	18.03
							18.03
511-332.000-721.900	Small tools & CDW GOVERNMENT, INC./// CDW GOVERNMENT, INC.///	HV49187 HW09287	3 HP Computers, 3 Monitors HPE 4 Year Warranty	28352 28352	12/20/2013 12/24/2013	02/06/2014 02/06/2014	3,300.60 195.00
							3,495.60
511-332.000-730.100	Professional LEE & RO. INC./// LEE & RO. INC.///	466-60-06 1119-02/01	COB/ACLC Legal Assistance Assistance With MS4 Permit	28386 28386	01/02/2014 02/05/2014	02/06/2014 02/06/2014	3,137.00 8,200.00
							11,337.00
511-332.000-730.200	Technical se CDW GOVERNMENT, INC.///	JF22072	Extended Warranty Service	28352	01/14/2014	02/06/2014	208.61
							208.61
511-332.000-750.200	Communicat AT&T-CALNET 2/// BEAMSPEED INTERNET SEF		Telephone Services 12/20-1/19 Wireless Internet 1/29-2/28/14	28336 28341	01/20/2014 01/29/2014	02/06/2014 02/06/2014	80.10 69.95
							150.05
Total Dept. Wastewater treatment:							15,527.89
Total Fund Wastewater:							18,161.94
Fund: 512 Wastewater Projects							
Dept: 332.000 Wastewater treatm							
512-332.000-730.100	Professional LEE & RO. INC.///	466-63	WWTP Improvements Project	28386	01/20/2014	02/06/2014	17,946.50
							17,946.50
Total Dept. Wastewater treatment:							17,946.50
Fund Wastewater Projects:							17,946.50
Fund: 521 Solid Waste							
Dept: 341.000 Solid Waste Collec							
521-341.000-440.740	Solid waste c CASEY/MATT// CHILCOTT/ERIK// SANCHEZ/ISABEL//		Refund OverPayment 345 TERC Refund OverPayment 468 Julia Refund Dep/OverPytm 464 Adler	28350 28354 28410	02/04/2014 01/24/2014 01/29/2014	02/06/2014 02/06/2014 02/06/2014	40.54 20.27 10.14
							70.95
Total Dept. Solid Waste Collection:							70.95
Total Fund Solid Waste:							70.95
Fund: 531 Airport							
Dept: 351.000 Airport							
531-351.000-730.100	Professional AE CONSULTING, INC.///	05713	Airport Hangar Apron Rehab	28327	01/08/2014	02/06/2014	4,998.00
							4,998.00

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							Total Dept. Airport:	4,998.00
							Total Fund Airport:	4,998.00
Fund: 601 Maintenance								
Dept: 801.000 Vehicle Maintenance								
601-801.000-720.100	Office supplies STAPLES, INC///	946278291	Sharpies, Weekly Planner/Shop	28414	01/01/2014	02/06/2014	43.18	
							43.18	
601-801.000-720.400	Automotive & AUTO ZONE, INC. #2804///	2804008808	A/C Belt, Oil #206 Animal Ctrl	28339	01/30/2014	02/06/2014	129.43	
	AUTO ZONE, INC. #2804///	2804009921	Shocks, Brakes, Tie Rods #206	28339	01/31/2014	02/06/2014	202.54	
	AUTO ZONE, INC. #2804///	2804009994	Tier Rods #206 Animal Control	28339	01/31/2014	02/06/2014	34.75	
	AUTO ZONE, INC. #2804///	2804010030	A/C Switch #47 Parks	28339	01/31/2014	02/06/2014	62.20	
	AUTO ZONE, INC. #2804///	2804006334	Return Recovery Tank	28339	01/27/2014	02/06/2014	-49.38	
	HAAKER EQUIPMENT CO., II	C00339	Desiccant #104 Sewer	28365	01/16/2014	02/06/2014	143.24	
	JORDAN IMPLEMENT, INC.//	P90128	Fuel Pump, Filter #50 WTP	28382	01/29/2014	02/06/2014	222.79	
	KEARNY MESA AUTOMOTIV	353328	Reservoir Tank #208 Streets	28383	01/28/2014	02/06/2014	61.21	
	KEARNY PEARSON FORD, L	782818	Cover & Contact Switch #909 PC	28384	01/30/2014	02/06/2014	60.57	
	KEARNY PEARSON FORD, L	783150	A/C Motor Assembly #933 PD	28384	01/30/2014	02/06/2014	59.38	
	NORTHEND AUTOPARTS, IN	490275	Spark Plugs #206 Animal Ctrl	28391	01/30/2014	02/06/2014	56.00	
	NORTHEND AUTOPARTS, IN	490304	Return Gasket Set	28391	01/30/2014	02/06/2014	-73.96	
	NORTHEND AUTOPARTS, IN	490333	Radiator Hose #74 Streets	28391	01/30/2014	02/06/2014	29.88	
	NORTHEND AUTOPARTS, IN	490338	Circuit Breaker #3913 F.D.	28391	01/30/2014	02/06/2014	7.62	
	NORTHEND AUTOPARTS, IN	489980	Rotors & Pads #903 P.D.	28391	01/27/2014	02/06/2014	221.15	
	NORTHEND AUTOPARTS, IN	489996	Valve Lifters, Bolts, Gaskets	28391	01/27/2014	02/06/2014	765.15	
	NORTHEND AUTOPARTS, IN	490150	Hydra Boost, Core Charge	28391	01/29/2014	02/06/2014	217.39	
	O'REILLY AUTO PARTS///	2648-294086	Belt #915 P.D.	28393	01/28/2014	02/06/2014	33.58	
	O'REILLY AUTO PARTS///	2648-294242	Pump Cap #3964 F.D.	28393	01/29/2014	02/06/2014	4.31	
	O'REILLY AUTO PARTS///	2648-294482	A/C Cabin Filter #47 Parks	28393	01/31/2014	02/06/2014	9.31	
	PETE'S AUTO PARTS///	20153.2	A/C Compressor & Dryer LAMB	28398	01/31/2014	02/06/2014	575.10	
							2,772.26	
601-801.000-720.410	Tires DAPPER TIRE CO., INC.///	902291183	Tires/Shop Stock P.D.	28357	01/29/2014	02/06/2014	708.85	
							708.85	
601-801.000-720.420	Oils & lubricants AUTO ZONE, INC. #2804///	2804006211	Gear Oil #50 WTP	28339	01/27/2014	02/06/2014	31.40	
	AUTO ZONE, INC. #2804///	2804006335	Brake Fluid #50 WTP	28339	01/27/2014	02/06/2014	6.40	
	NORTHEND AUTOPARTS, IN	490181	Power Steering Fluid #3964 FD	28391	01/29/2014	02/06/2014	11.79	
	PETE'S AUTO PARTS///	20154	Vacuum Pump Oil/Shop	28398	01/31/2014	02/06/2014	42.16	
							91.75	
601-801.000-720.500	Electrical supplies AUTO ZONE, INC. #2804///	2804006296	Battery #50 WTP	28339	01/27/2014	02/06/2014	81.00	
	INTERSTATE BATTERY///	970007579	Batteries, Core Charge #3913	28379	01/28/2014	02/06/2014	725.00	
							806.00	
601-801.000-721.200	Other operating AUTO ZONE, INC. #2804///	2804008856	Drill Bits/Shop	28339	01/30/2014	02/06/2014	10.47	
							10.47	
601-801.000-721.900	Small tools & ANSIEL/GARY//	99665	Sockets, Pliers/Shop	28334	01/31/2014	02/06/2014	189.00	
	AUTO ZONE, INC. #2804///	2804006986	Wheel Weight Tool/Shop	28339	01/28/2014	02/06/2014	15.70	
	AUTO ZONE, INC. #2804///	2804002941	Return Steering Wheel Puller	28339	01/23/2014	02/06/2014	-20.95	
	AUTO ZONE, INC. #2804///	2804002927	Return Jaw Pullers/Shop	28339	01/23/2014	02/06/2014	-29.10	
	AUTO ZONE, INC. #2804///	2804003698	Return Radiator Cap Adapter	28339	01/24/2014	02/06/2014	-31.43	
	NORTHEND AUTOPARTS, IN	490057	Wheel Weight Tool/Shop	28391	01/28/2014	02/06/2014	34.88	
							158.10	

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601-801.000-740.100	Repair & ma						
	A & R TRUCK PARTS AND S'	1953	Repair ABS System #3913 F.D.	28326	01/28/2014	02/06/2014	120.00
	AIRWAVE COMMUNICATION	426863	Repair Wiring #905 P.D.	28328	01/21/2014	02/06/2014	50.00
	BRAWLEY AUTO BODY///	14489	Repair Window & Frame	28344	01/28/2014	02/06/2014	1,006.33
	MACHWELD SHOP SERVICE	7663	Repair #206 Animal Control	28388	01/30/2014	02/06/2014	130.00
	PLUMMER UPHOLSTERY	18549	Repair Seat #909 P.D.	28401	01/10/2014	02/06/2014	125.12
							1,431.45
601-801.000-740.200	Cleaning ser						
	ALSCO AMERICAN LINEN DI	LYUM822389	Uniform Cleaning Services	28332	02/03/2014	02/06/2014	35.13
	ALSCO AMERICAN LINEN DI	LYUM822390	Cleaning Services	28332	02/03/2014	02/06/2014	36.71
							71.84
601-801.000-750.200	Communicat						
	AT&T-CALNET 2///		Telephone Services 12/20-1/19	28336	01/20/2014	02/06/2014	33.93
							33.93
Total Dept. Vehicle Maintenance Shop:							6,127.83
Total Fund Maintenance:							6,127.83
Fund: 602 Risk Management							
Dept: 814.000 Employee Health B							
602-814.000-750.100	Insurance						
	HOLMAN PROFESSIONAL CI	INV2006758	Employee Assistance Feb. 2014	28369	02/01/2014	02/06/2014	598.69
							598.69
Total Dept. Employee Health Benefits:							598.69
Total Fund Risk Management:							598.69
Grand Total:							157,936.15

Check Register Report

Date: 02/07/2014

Time: 8:35 AM

Page: 1

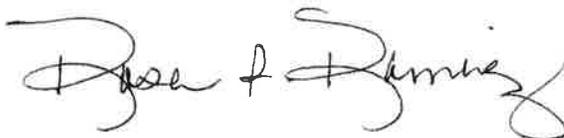
City of Brawley

Check Number	Check Date	Printed	Vendor Number	Vendor Name	Check Description	Amount
28429	02/07/2014	Printed	A368	AFLAC INC.	Cancer, ICU, Disability	2,982.79
28430	02/07/2014	Printed	C889	CALIFORNIA STATE DISBURSEME	Deductions	2,883.81
28431	02/07/2014	Printed	C110	COLUMBUS BANK & TRUST COMPA	Unreimb. Medical & Dependent	432.28
28432	02/07/2014	Printed	F689	FRANCHISE TAX BOARD	Deductions	404.01
28433	02/07/2014	Printed	N944	NATIONAL PLAN COORDINATORS	Deferred Comp Plan #340233-01	6,240.44
28434	02/07/2014	Printed	N187	NATIONWIDE RETIREMENT	Deferred Compensation #05270	436.40
28435	02/07/2014	Printed	S325	SUN COMMUNITY FED. CREDIT UNIO	Credit Union Deductions	1,771.00
28436	02/07/2014	Printed	U110	UNITED WAY OF IMPERIAL COUNTY	United Way Deductions	23.00

8

Checks Total (excluding void checks):

15,173.73



CITY OF BRAWLEY
January 21, 2014

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

ABSENT: Noriega, Wharton

The invocation was offered by **Pastor Tony Romano, Gateway Church**

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

1. APPROVAL OF AGENDA

The agenda was **approved** as submitted. m/s/c Couchman/Nava 3-0

2. PUBLIC APPEARANCES

- a. **Jason Zara**, Brawley Chamber of Commerce Executive Director, reported on interest in a Graffiti Paint Out Day and Cleanup of the Downtown Area. Reported on success of Farmers Market and thanked City Staff.
- b. **Police Chief Mike Crankshaw** introduced Reserve Officer Matthew Leavitt.
- c. **Blanca Lara and Pastor Arturo & Carmen Pesqueria** spoke on behalf of Victory Outreach Church in Brawley and their willingness to help the homeless in the community.

3. CONSENT AGENDA

The consent agenda was **approved** as submitted. m/s/c Nava/Couchman 3-0

- a. **Approved** Minutes for January 7, 2014.
- b. **Approved** Accounts Payable Registers for January 2, 2014, January 9, 2014 and January 10, 2014.
- c. **Approved** Resolution No. 2014-03: Resolution of the City Council of the City of Brawley, California Amending the Fiscal Year City of Brawley Budget for Personnel & Risk Management in the amount of \$7,209.

- d. **Approved** Contract Change Order No. 1 to Aggregate Products, Inc. in the amount of \$9,872.10 for Contract Change No. 2013-07: Eastern Avenue Rehabilitation Project.

4. REGULAR BUSINESS

- a. Review and Potential Action Regarding Award of Bid to Aggregate Products, Inc. for Project No. 2013-09A: Re-Advertisement of Streets Rehabilitation Phase IX in the amount of \$2,324,981.19.

The City Council **approved** the Award of Bid to Aggregate Products, Inc. for Project No. 2013-09A: Re-Advertisement of Streets Rehabilitation Phase IX in the amount of \$2,324,981.19. m/s/c Nava/Couchman 3-0

- b. Discussion and 1st Reading of Ordinance No. 2014- : Ordinance of the City Council of the City of Brawley, California Amending Specified Sections of Chapter 19H to Update Policy Language, Streamline Permitting and Better Position the City to Administer the Process and Provide City Oversight of Fireworks Stands.

The City Council **approved** the 1st Reading of Ordinance No. 2014-01: Ordinance of the City Council of the City of Brawley, California Amending Specified Sections of Chapter 19H to Update Policy Language, Streamline Permitting and Better Position the City to Administer the Process and Provide City Oversight of Fireworks Stands. m/s/c Nava/Couchman 3-0

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

5. DEPARTMENTAL REPORTS

- a. Community Development Block Grant (CDBG) Program Income Re-Use Plan – Francisco Soto, Community Development Services Director.

6. INFORMATIONAL REPORTS

- a. Record of Building Permits, December 2013 – Francisco Soto, Building Official
- b. Employee Banquet scheduled for March 19, 2014 @ the Lion’s Center from 11:30 am to 1:30 pm – Shirley Bonillas, Personnel & Risk Management

7. CITY COUNCIL REPORTS

Nava: Attended Florentine Ribbon Cutting Ceremony.

Couchman: Attended Business Showcase; Farmers Market; and Imperial Valley Baseball Banquet @ Hidalgo Hall.

Campbell: Attended Business Showcase; Florentine Ribbon Cutting; Farmers Market; Martin Luther King event at the Kiosk sponsored by the Hidalgo Society. Thanked staff for continued hard work.

8. CITY MANAGER'S REPORT

a. EOC Reception on Wednesday, January 22, 2014 from 5:00 – 7:00 pm

9. TREASURER'S REPORT None

10. CITY ATTORNEY'S REPORT None

11. CITY CLERK None

12. ADJOURNED TO CLOSED SESSION @ 7:45 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 two (2) potential cases.

PERSONNEL MATERS (G.C. Section 54957)

a. Public Employee Performance Evaluation
Title: City Manager

ADJOURNMENT Next Regular Meeting, **Tuesday, February 4, 2014 @ 6:00 PM**, City Council Chambers, 383 Main Street, Brawley, California.

Alma Benavides, City Clerk

CITY OF BRAWLEY
February 5, 2014

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 **Mayor Campbell**

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

1. APPROVAL OF AGENDA

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

2. PUBLIC APPEARANCES

- a. **Mark Cruz** offered comments regarding water quality issues. Mr. Cruz was referred to staff.
- b. **Jason Zara**, Brawley Chamber of Commerce Executive Director, invited everyone to a Networking Breakfast that will take place on Thursday, February 7, 2014 starting at 7:00 am at San Diego State University Campus in Brawley.
- c. **Carmen Araujo** offered comments regarding the closure of National Beef.
- d. **Roman Flores**, Project Juntos of IVROP, accepted City proclamation; invited the community to attend Movie Night at the Casa de Manana Building on March 27, 2014 and the Dancing with the Stars Gala on May 9, 2014.
- e. **Arne Eaton** provided comments regarding nuisance concerns at 740 A Street and other sites within the City of Brawley.

3. REGULAR BUSINESS

- a. Discussion and Potential Direction regarding National Beef Plant Closure.

The Mayor **appointed** CM Nava and CM Wharton to a National Beef Plan Closure Ad Hoc Committee which will meet with National Beef. Numerous community members spoke about the regional impacts of the closure on local businesses and the workforce.

4. CONSENT AGENDA

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

- a. **Approved** Accounts Payable Registers for January 15, 2014, January 23, 2014 and January 24, 2014.
- b. **Rejected** Claims as recommended by Carl Warren & Company Claims Management Adjusters for Claimant: Patricia F. Zaragoza and Elizabeth Villegas.
- c. **Designated** City Attorney to prepare a summary of Ordinance No. 2014-01: Ordinance of the City Council of the City of Brawley, California amending Chapter 19H of the Brawley Ordinance (Fireworks) or if the City Attorney determines that a fair and adequate summary cannot be prepared, the City Attorney is directed to prepare a display ad for publication in accordance with Government Code Section 36933 (c).
- d. **Adopted** Resolution No. 2014-04: Resolution of the City Council of the City of Brawley, California, adopting a Labor Compliance Program for the Alyce Gereaux Park Renovation Project and other State and Federally Funded Projects Requiring a Labor Compliance Program and authorizing the Holt Group, Inc. to enforce that Program with Staff Oversight.

4. REGULAR BUSINESS

- b. Review and Potential Action to Authorize an Agreement with Bartle Wells Associates in the amount of \$49,000 for Water, Wastewater and Stormwater Rate Studies.

The City Council **approved** the Agreement with Bartle Wells & Associates in the amount of \$49,000 for Water, Wastewater and Stormwater Rate Studies. m/s/c Couchman/Nava 5-0

- c. Review and Potential Action to Authorize Hazard Construction Change Order No. 1 in the amount of \$79,822.67 for Project No. 2013-06: Panno Drive Construction.

The City Council **approved** Construction Change Order No. 1 in the amount of \$79,822.67 for Project No. 2013-06: Panno Drive Construction. m/s/c Nava/Noriega 5-0

5. INFORMATIONAL REPORTS

- a. Building Permit Valuation Data Permit Data from 2011-2013, Prepared by Francisco Soto, Building Official

- b. Monthly Staffing Report for February 2014, Shirley Bonillas, Prepared by Personnel & Risk Management

7. CITY COUNCIL REPORTS

- Noriega:** Noted crowd in audience in support of National Beef, attended League of Cities New Councilmembers Academy and attended League Dinner in Holtville..
- Wharton:** Attended some City events, noted that the Esquivel and Bumbera families are in his thoughts.
- Nava:** Distributed tickets for the Installation of Officers for Hidalgo Society, attended League Dinner and Brawley Best Western Mixer. Anticipates upcoming meetings with National Beef.
- Couchman:** Attended Pioneer's Museum Day, United Way Night at the Races and League Dinner.
- Campbell:** Attended State of the City for El Centro, League Dinner, LAFCO Meeting and will be traveling to Los Angeles for a SCAG Meeting this Thursday.

8. CITY MANAGER'S REPORT

- a. Planning Commission Meeting tomorrow will consider AT & T Tower to be located at a private property between 8th and 9th Streets.
- b. Elected Officials training at EOC on Tuesday, February 11, 2014 from 9-1 pm.
- c. An item will be added to the February 11th agenda for an update and potential action regarding the National Beef plant closure.
- d. A member of Brawley Police Department is appearing before the City of Calexico to thank them for the ergonomic office furniture the City of Brawley received.
- e. Based on recent events, will not attend the League of Cities City Manager's Department Meeting in Long Beach. Will attempt to secure a last minute replacement.
- f. Described overall effort to combine resources for update to countywide GIS. City will make a \$5,000 contribution from the water and sewer enterprise funds to assist with the project estimated at \$200,000.
- g. HCD CDBG staff were in town for the Standard Agreement Review. City has received a grant for \$2 million for a Manhole/Sewer Rehabilitation Project and Fire Apparatus Purchase. Visit included a site tour of the Brawley Theatre and Fire Station No. 2.

- h. Reported appointment to Imperial Valley Emergency Communication Authority (IVECA) as Treasurer.

9. TREASURER'S REPORT None

10. CITY ATTORNEY'S REPORT None

11. CITY CLERK None

12. ADJOURNED TO CLOSED SESSION @ 9:11 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 two (2) potential cases.

EXISTING LITIGATION (G.C. Section 54956.9)

- a. Jupiter Ventures vs. City of Brawley

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (G.C. Section 54956.8)

- a. Property: APN 049-023-009
Agency Negotiator: Rosanna Bayon Moore, City Manager
Negotiating Party: Robert O'Brien
Under Negotiation: Potential Land Exchange

PERSONNEL MATERS (G.C. Section 54957)

- a. Public Employee Performance Evaluation
Title: City Manager

ADJOURNMENT: Next Adjourned Regular Meeting, *Tuesday, February 11, 2014 @ 9:00 AM*, Emergency Operations Center, 351 Main Street, Brawley, California.

Alma Benavides, City Clerk

ORDINANCE NO. 2014-

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA
AMENDING CHAPTER 19H REGULATING DISPLAY, SALE, DISCHARGE AND USE
OF SAFE AND SANE FIREWORKS WITHIN THE CITY OF BRAWLEY.

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

SECTION 1: Section 19H.6 of Article III of Chapter 19H of the Brawley Municipal Code is hereby amended to read as follows:

19H.6. **Permits for Public Fireworks Displays**

It shall be unlawful to cause, allow, permit, aid, abet, or suffer any discharge of "Dangerous Fireworks" (including a public display) or any use of special effects without having first obtained a permit from the Fire Chief as provided herein.

The Fire Chief may grant permits for those activities enumerated in Section 12640 of the California Health and Safety Code, including supervised public displays of fireworks by a public agency, fair association, amusement park, or other organization, or for the use of fireworks by artisans in pursuit of their trade. Each such use or display shall be handled by a licensed pyrotechnic operator (as defined by Section 12527 of the California Health and Safety Code), and shall be of such character and so located, discharged or fired following the receipt of the recommendation by the Fire Chief, will not be hazardous or endanger any property or persons.

SECTION 2: Section 19H.7 of Article III of Chapter 19H of the Brawley Municipal Code is hereby amended to read as follows:

19H.7. **Application Fee for Public Fireworks Displays**

Every application for permit to conduct a public display of fireworks or for other use of fireworks as permitted by Ordinance shall be accompanied by a nonrefundable fee.

SECTION 3: Section 19H.10 of Article IV of Chapter 19H of the Brawley Municipal Code is hereby amended to read as follows:

19H.10. **Possession or Use of Safe and Sane Fireworks
Temporarily Permitted**

Notwithstanding any provisions of this Ordinance to the contrary, the possession of Safe and Sane Fireworks shall be lawful during the period of 12 noon on the 28th of June through 12 noon on the 6th of July of the same calendar year; provided however, that it shall be unlawful to possess any modified or altered Safe and Sane Fireworks. It shall be unlawful to use or discharge any Safe and Sane Fireworks except between the hours of 9:00 a.m. and 11:00 p.m. on the days on which said Safe and Sane Fireworks may be sold.

SECTION 4: Section 19H.12 of Article IV of Chapter 19H of the Brawley Municipal code is hereby amended to read as follows:

19H.12. Applications for Fireworks Sales Permits and Lotteries

- a) Submission of applications by Qualified Applicants
 - i. No Nonprofit organization shall submit more than one (1) application for a Fireworks Sales Permit. If the City receives two (2) or more applications containing the same tax identification number, only one (1) application shall be accepted.
 - ii. Each application will be screened by the Fire Chief to determine if the Nonprofit Organization submitting it meets the criteria to be classified as a "Qualified Applicant."
- b) Every application for a Fireworks Sales Permit shall be accompanied by a nonrefundable Pyrotechnics and Special Effects California Fire Code Permit application fee.
- c) All applications for Fireworks Sales Permits shall be submitted in writing to the City Clerk on forms supplied by the City. Applications may be filed from January 1 through March 1, inclusive. Applications filed before or after these periods will not be accepted.
 - i. If there are more Qualified Applicants than the maximum number of Fireworks Sales Permits available, then the Fire Chief shall conduct a random drawing to determine to whom the available Fireworks Sales Permits shall be issued.

The drawing shall occur in March of each year. Those Qualified Applicants, which have been successful in being awarded a Fireworks Sales Permit, shall have up to 30 calendar days to submit all information required by the Fire Chief.
 - ii. Applications for Fireworks Sales Permits will be reviewed by the Fire Department, Police Department and the City Clerk, as needed, pursuant to this Ordinance. Fireworks Sales Permits shall be issued by the Fire Chief.

SECTION 5: Section 19H.13 of Article IV of chapter 19H of the Brawley Municipal Code is hereby amended to read as follows:

19H.13. Fireworks Sales Permit Requirements

- a) Each Fireworks Sales Permit recipient may operate only one Fireworks Stand. The maximum number of Fireworks Sales Permits which may be issued during any one (1) calendar year shall be no greater than (5) five.
- b) Other provisions regarding Fireworks Sales Permit Applications.
 - i. After the maximum number of Fireworks Sales Permit recipients has been chosen, the remaining Qualified Applicants shall be drawn and assigned as alternates according to the order drawn. Each alternate, according to

the order drawn, shall be offered a Fireworks Sales Permit if one of the original permittees fails to meet the requirements of this Ordinance, or if a permittee voluntarily surrenders its Fireworks Sales Permit, or if a Fireworks Sales Permit is revoked.

- ii. Two or more eligible Nonprofit Organizations may jointly submit an application pursuant to this Ordinance and may receive a single Fireworks Sales Permit to jointly sell fireworks, provided that each must be a Qualified Applicant. Fireworks Sales Permit recipients may select one or more other Qualified Applicants to join it in a joint venture operation of the Fireworks Stand, provided that any such joint venture must have been a Qualified Applicant that applied unsuccessfully for a Fireworks Sales Permit that same year.
- iii. Fireworks Sales Permits are valid only during the calendar year issued.
- c) Each Nonprofit Organization receiving a Fireworks Sales Permit must have a least one representative attend a Fireworks Stand Operator Safety seminar, approved by the Fire Chief, for the same year in which the Fireworks Sales Permit is issued. Failure of a nonprofit organization to attend the seminar shall result in the revocation of the Fireworks Sales Permit.
- d) Subsequent to selection for issuance of Fireworks Sales Permit, but prior to the issuance of a Fireworks Sales Permit, and in addition to those other requirements set forth in this Ordinance or on the permit application, each permittee shall provide or demonstrate compliance with all of the following:
 - i. A copy of the permittee's Retail Fireworks License issued by the Office of the California State Fire Marshal.
 - ii. A copy of the permittee's California State Board of Equalization Temporary Sellers Permit.
 - iii. Payment of a refundable City of Brawley Fireworks Sales Permit Application Fee.
 - iv. Insurance coverage as required by the provisions of Section 19H.9.
 - v. Pyrotechnics and Special Effects California Fire Code Permit issued by Brawley Fire Department.

SECTION 6: Section 19H.14 of Article IV of Chapter 19H of the Brawley Municipal Code is hereby amended to read as follows:

19H.14. **Denial of Permit and Appeals Process.**

- a) After conducting an investigation consistent with Health and Safety Code section 12640 et seq., the Fire Chief shall issue a Fireworks Sales Permit to Qualified Applicants chosen unless:

The Fire Chief finds, in writing, that the applicant has failed to provide sufficient plans, information or data necessary to safely and/or responsibly achieve compliance with the requirements of this Ordinance.

The Fire Chief finds, in writing, that the applicant is not in compliance with any of the requirements of this Ordinance.

- b) Any denial of a Fireworks Sales Permit application to sell fireworks issued pursuant to the Fireworks Code may be appealed to the City Council consistent with Health and Safety Code Section 12647 within ten (10) calendar days in writing.

SECTION 7: Section 19H.15 of Article IV of Chapter 19H of the Brawley Municipal Code is hereby amended to read as follows:

19H.15 **Fireworks Stands**

- a) All retail sales of Safe and Sane Fireworks shall be permitted from within a temporary fireworks stand only. The retail sale of fireworks from any other building or structure is prohibited.
- b) No fireworks stand may be erected more than 7 calendar days prior to July 4th by any person not affiliated with a Nonprofit Organization to which a Fireworks Sales Permit has been issued.
- c) Fireworks stands must be located on lots that have an all-weather surface and adequate off-street parking to meet the requirement of any existing use or uses as well as the fireworks stand.
- d) Fireworks Stands are permitted only in the following zoning districts, as defined and delineated in the Brawley City Code:
- i. Neighborhood Commercial (C1)
 - ii. Medium Commercial (C2)
 - iii. Heavy Commercial (C3)
 - iv. Light Manufacturing (M1)
 - v. Heavy Manufacturing (M2)
- e) Each fireworks stand must post each of the following in a prominent place inside the fireworks stand:
- i. Fireworks Sales Permit issued by the City of Brawley Fire Department.
 - ii. Temporary Seller's Permit issued by California State Board of Equalization
 - iii. Retail Fireworks License issued by California State Fire Marshal
 - iv. Proof of Insurance
 - v. No Smoking Signs
- f) Fireworks stands shall not be located closer than three hundred (300) feet apart, unless separated by a major arterial roadway.
- g) Fireworks stands shall comply with current National Fire Protection Association standard NFPA 1124 for the Manufacture,

Transportation, Storage, and Retail Sales of Fireworks and Pyrotechnic Articles.

- h) Fireworks Stands shall not be located within twenty-five (25) feet of any other building or structure.
- i) No fireworks shall be located within one hundred (100) feet of a location where gasoline or any other flammable liquids are stored or dispensed.
- j) Each Fireworks Stand shall comply with fire prevention standards as adopted and enforced by the Fire Chief.
- k) All Fireworks Stands shall be inspected and approved by the Fire Chief prior to the sale of any fireworks.
- m) All weeds or other vegetation, and combustible material shall be cleared from the location of the fireworks stand to at least a twenty-five (25) foot radius surrounding the Fireworks Stand.
- n) No Fireworks Stand shall have a floor area in excess of five hundred (500) square feet or a length greater than fifty (50) feet.
- o) Each Fireworks Stand shall have at least two exits. Each Fireworks Stand in excess of forty (40) feet in length shall have at least three (3) exits, equally spaced. In no case shall the distance between exits required by this section exceed (20) feet. Exit doors shall be not less than twenty-four (24) inches wide, six (6) feet in height and must open in the direction of exit travel.
- p) "NO SMOKING" signs shall be prominently displayed on all sides of the Fireworks Stand. Smoking is prohibited within fifty (50) feet any Fireworks Stand.
- q) Each Fireworks Stand shall have two (2), currently certified, dry chemical fire extinguishers in good working order that are easily accessible in case of fire.
- r) Each Fireworks Stand must have an adult in attendance and in charge thereof when the Fireworks Stand is open to the public for sale or dispensing of fireworks and when fireworks are being delivered to, or taken from, the Fireworks Stand.
- s) No person may remain inside the Fireworks Stand after close of business.
- t) When the Fireworks Stand is not being used for the sale and/or display of fireworks, all fireworks shall be stored in a manner consistent with one of the following:
 - i. Within a reinforced, heavy metal, fully-enclosed container, a walk-in type drop box, or equivalent, as approved by the Fire Chief.

- ii. Returned daily to a Fireworks Wholesaler for storage at an approved and properly zoned location.
- u) No fuel-powered generator or similar equipment shall be allowed within fifty (50) feet of a Fireworks Stand.
- v) No person other than individuals who are bona-fide members of the Nonprofit organization which holds the Fireworks Sales Permit, and/or joint venture nonprofit organization(s), or the spouses, registered domestic partners, parents or adult children of such members, shall sell or otherwise participate in the sale of fireworks.
- x) No minor (defined as any person under the age of 18 years) shall sell or participate in the sale of safe and sane fireworks or handle any fireworks.
- y) Drinking or possession of alcoholic beverages in a fireworks stand or within one hundred feet (100) feet of a fireworks stand is prohibited, except within a permanent business establishment unaffiliated with the fireworks stand and which preexisted the fireworks stand.
- z) No person shall be paid any consideration by the permittee or any Fireworks Wholesaler for selling or otherwise participating in the sale of Safe and Sane Fireworks. Notwithstanding the foregoing, compensation may be paid for licensed security personnel and to any person permitting or leasing the location of the Fireworks Stand on its property as a payment for such permit or lease.
- aa) All fireworks shall be retained at the Fireworks Stand. In no event shall unsold fireworks be removed from the approved location to any other place without written approval of the Fire Chief. This provision shall not apply to the storage of fireworks pursuant to Section 3.060(u) (ii) of this Ordinance.
- bb) All unsold stocks of fireworks in the hands of the permittee after 10:00 p.m. on the 4th day of July shall be returned to the Fireworks Wholesaler by 12:00 p.m. on July 6th of the same calendar year.
- cc) No later than July 10th of each calendar year, each Fireworks Stand shall be completely removed and the premises upon which it was located shall be cleared of all debris and restored to the condition it was in prior to the establishment of the Fireworks Stand.
- dd) Fireworks Stands shall be permitted to have no more than two (2) double-sided signs with a maximum area of sixty-four (64) square feet per side. All such signs shall be located on the same site as the Fireworks Stand they identify or advertise. Signs may not be placed in such a manner as to interrupt the normal flow of vehicle or pedestrian traffic or to cause any sight distance problems for such traffic. Placement of such signs shall be subject to the review and approval of the Fire Chief, the

Community Development Department and the Police Department. In no case shall the sign placement interfere with traffic or any other safety related concern. The above-described signs may be displayed 7 calendar days prior to July 4th.

SECTION 8: Section 19H.17 of Article IV of Chapter 19H of the Brawley Municipal Code is hereby repealed.

SECTION 9: Section 19H.18 of Article IV of Chapter 19H of the Brawley Municipal Code is hereby amended to read as follows:

19H.18. **Revocation of Fireworks Sales Permits and Appeal**

- a) The Fire Chief may revoke the Fireworks Sales Permit of any permittee who violates any of the provisions of this Ordinance. The Fire Chief shall inform the permittee that it may seek review of the decision by the City Manager on the next business day. The decision of the City Manager shall be final.
- b) Any permittee whose Fireworks Sales Permit has been revoked, shall be barred from receiving a future Fireworks Sales Permit under this Ordinance or under any subsequent ordinance establishing a Fireworks Sales Permit for up to three (3) years from the date of the revocation.

SECTION 10: Section 19H.21 of Article IV of Chapter 19H of the Brawley Municipal Code is hereby amended to read as follows:

19H.21. **Seizure of Fireworks**

The Fire Chief or Police Chief may seize, take, remove or cause to be removed, at the expense of the holder of a Fireworks Sales Permit or licensed Fireworks Wholesaler, all stock of fireworks offered or exposed for sale, stored or held in violation of this Ordinance when such violation creates an imminent danger and a grave threat to public health or safety. The official removing such fireworks shall provide written notice to the owner thereof, and an opportunity within two business days to be heard by the Fire Chief with respect to such seizure.

In the event the violation does not pose imminent danger and a grave threat, the Fire Chief or Police Chief shall provide written notice and an opportunity to be heard prior to any seizure.

SECTION 11: Section 19H.22 of Article V of Chapter 19H of the Brawley Municipal Code (Administrative Regulations) is hereby renumbered to Section 19H.22.1.

SECTION 12: Section 19H.24 of Article VI of Chapter 19H of the Brawley Municipal Code is hereby amended to read as follows:

19H.24. **Conflict with Brawley Municipal Code**

In the event that any provision of this Ordinance conflicts with any provision of the Brawley Municipal Code, the provisions of this Ordinance shall prevail.

SECTION 12: Effective Date This ordinance shall be effective thirty (30) days after its adoption and the City Clerk shall cause a certified copy of this ordinance to be published in accordance with Government Code Section 36933.

PASSED, APPROVED AND ADOPTED, at a regular meeting of the Brawley City Council held on February 18, 2014.

CITY OF BRAWLEY, CALIFORNIA

Don C. Campbell, Mayor

ATTEST:

Alma Benavides, City Clerk

STATE OF CALIFORNIA}
COUNTY OF IMPERIAL}
CITY OF BRAWLEY}

1st Reading

I, **Alma Benavides**, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Ordinance No. 2014-01 introduced by the City Council of the City of Brawley, California, at a regular meeting held on the 21st day of January 2014. Reading of the entire ordinance was waived and the ordinance was so introduced by the following roll call vote: m/s/c/
Nava/Couchman 3-2

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

DATED: January 21, 2014

Alma Benavides, City Clerk

2nd Reading & Adoption

I, **Alma Benavides**, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Ordinance No. 2014-01 was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 18th day of February 2014 and that it was so adopted by the following roll call vote: m/s/c/

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED: February 18, 2014

Alma Benavides, City Clerk

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: February 18, 2014

City Manager: PBM

PREPARED BY: Chuck Peraza, Fire Chief and Michael Crankshaw, Police Chief

PRESENTED BY: Chuck Peraza, Fire Chief

SUBJECT: Resolutions for Budget Adjustments to the Fire Department and Police Department to reflect receipt of the FY 2011 Homeland Security Grant in the total amount of \$12,696.

CITY MANAGER RECOMMENDATION: Approve Resolution No. 2014-___: Resolution of the City Council of the City of Brawley, CA Amending the Fiscal Year 2013/2014 City of Brawley Budget for the Fire Department in the amount of \$6,348 and Approve Resolution No. 2014-___: Resolution of the City Council of the City of Brawley, CA Amending the Fiscal Year 2013/2014 City of Brawley Budget for the Police Department in the amount of \$6,348

DISCUSSION: Approval is requested to amend the budgets for the Brawley Fire Department and the Brawley Police Department to reflect receipt of the Fiscal Year 2011 Homeland Security Grant. The funds will be utilized for eligible equipment purchase that will enhance training and/or daily operations.

FISCAL IMPACT: Revenue increase of \$ 6,348.00 to the Fire Department
Revenue increase of \$ 6,348.00 to the Police Department

ATTACHMENTS: December 27, 2013 correspondence from Imperial County Office of Emergency Services regarding grant allocation; Resolution No. 2014-___: Resolution of the City Council of the City of Brawley, CA Amending the Fiscal Year 2013/2014 City of Brawley Budget for the Fire Department in the amount of \$6,348 and Approve Resolution No. 2014-___: Resolution of the City Council of the City of Brawley, CA Amending the Fiscal Year 2013/2014 City of Brawley Budget for the Police Department in the amount of \$6,348.

RESOLUTION NO. 2014-

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

Amendment No. 2014-6: Department: Fire

WHEREAS, Minute Order dated May 21, 2013 adopted the fiscal year 2013-2014 City of Brawley Budget and appropriated expenses on a cost center basis; and

WHEREAS, adjustments to the FY 2013-2014 Budget have been determined to be necessary.

THEREFORE, BE IT RESOLVED, that the FY 2013-2014 Budget is hereby amended as follows:

REVENUE

BUDGET NUMBERS	ACCOUNT NAME	INCREASE	DECREASE
101-221.000-430.526	Homeland Security Grant	\$ 6,348.00	
		TOTAL	
		\$ 6,348.00	

EXPENDITURES

BUDGET NUMBERS	ACCOUNT NAME	INCREASE	DECREASE
101-221.000-721.900	Small Tools & Minor Equipment	\$ 6,348.00	
		TOTAL	
		\$ 6,348.00	

REASON: Received FY 2011 Homeland Security Grant

PASSED, APPROVED AND ADOPTED at a regular meeting of the Brawley City Council held February 18, 2014.

CITY OF BRAWLEY, CALIFORNIA

Don C. Campbell, Mayor

ATTEST:

Alma Benavides, City Clerk

RESOLUTION NO. 2014-

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

Amendment No. 2014-7: Department: Police

WHEREAS, Minute Order dated May 21, 2013 adopted the fiscal year 2013-2014 City of Brawley Budget and appropriated expenses on a cost center basis; and

WHEREAS, adjustments to the FY 2013-2014 Budget have been determined to be necessary.

THEREFORE, BE IT RESOLVED, that the FY 2013-2014 Budget is hereby amended as follows:

REVENUE

BUDGET NUMBERS	ACCOUNT NAME	INCREASE	DECREASE
101-221.000-430.526	Homeland Security Grant	\$ 6,348.00	
		TOTAL \$ 6,348.00	

EXPENDITURES

BUDGET NUMBERS	ACCOUNT NAME	INCREASE	DECREASE
101-211.000-721.900	Small Tools & Minor Equipment	\$ 6,348.00	
		TOTAL \$ 6,348.00	

REASON: Received FY 2011 Homeland Security Grant

PASSED, APPROVED AND ADOPTED at a regular meeting of the Brawley City Council held February 18, 2014.

CITY OF BRAWLEY, CALIFORNIA

Don C. Campbell, Mayor

ATTEST:

Alma Benavides, City Clerk



Imperial County
Office of Emergency Services

1078 Dogwood Road, Suite 104, Heber, CA 92249
(760) 482-2400 Fax (760) 482-2427

FY 2011 Homeland Security Grant Program (HSGP) - Approval Authority:

County Public Health Officer – Daniela Vargas
County Fire Chief – Tony Rouhotas, Jr.
Municipal Fire – Chuck Peraza
County Sheriff – George Moreno
Chief of Police – Pompeyo Tabares

Local Homeland Security Providers:

EMS

Imperial County EMS Agency, El Centro Regional Medical Center, Pioneers Memorial Healthcare District, Gold Cross Ambulance Service, Calexico Fire Dept Ambulance Service, West Shore Ambulance Services

Fire Services

Brawley, Calexico, Callpatria, El Centro, Holtville, Imperial, Imperial County, Salton Community Services District, Salton Sea Beach, Westmorland, Winterhaven.

Law Enforcement

Brawley, Calexico, Callpatria, El Centro, Imperial, Sheriff's Office, Westmorland

December 27, 2013

City of Brawley

Attn: Fire Department and Police Department

RE: **Notification of Grant Allocation**
FY 2011 Homeland Security Grant Program (HSGP), Grant #2011-SS-0077
Performance Period 11/18/11 – 04/30/14

Dear Fire Chief and Chief of Police:

The California Emergency Management Agency (Cal EMA) approved the FY11 Homeland Security Grant application for Imperial County and you may now request reimbursement of eligible grant expenditures from the Operational Area, OES Grant Management Section, 1078 Dogwood Road, Suite 104, Heber, CA 92249, by submitting a copy of the invoice for allowable expenses dated back to November 18, 2011, the start date of the contract term. Final invoices are due 30 days before the expiration of the contract, which is March 30, 2014.

City of Brawley Fire Department allocation is **\$6,348** to purchase HSGP authorized equipment.

City of Brawley Police Department allocation is **\$6,348** to purchase HSGP authorized equipment.

Please review the Authorized Equipment List (AEL) at www.rkb.us

Feel free to contact the Operational Area Grant Management Section at (760) 482-2400 if you have any questions.

Sincerely,

Rosa Hernandez
Grant Administrator

WARRANT DATE 12/24/13 IMPERIAL COUNTY WARRANT # 413374
 DATE 12/24/13 ACCOUNT NO. 1860001 531125 NET PROSE

12/24/13 415466 1860001 531125 6,348.00 SPANLEY FIRE0011 HSG
 12/24/13 415467 1860001 531125 6,348.00 SPANLEY POLICE0011 H

Of
 1/9/13



THE TREASURER OF
Imperial County
 IN IMPERIAL COUNTY, CALIFORNIA

USION BANK
 415467

WARRANT # **413374**

ACCOUNTS RECEIVABLE
 WARRANT

Date
 12/24/13

FOR EXACTLY **THIRTY THOUSAND SIX HUNDRED NINETY SIX DOLLARS**
 and **NINE CENTS** *****12,636.00

TO THE
 ORDER
 OF
CITY OF IMPERIAL
400 MAIN STREET
IMPERIAL, CA 92227-3414

COURTESY WILLIAM COURTNEY ALPHEUS CONNOLLY
Wayles R. Newland
 VICE AFTER DE MONTE

413374 61210001976 0700461699

COUNCIL AGENDA REPORT
City of Brawley

MEETING DATE: February, 18, 2014
CITY MANAGER: 

PREPARED BY: Steven Sullivan, Associate Civil Engineer

PRESENTED BY: Yazmin Arellano-Torres, Public Works Director

SUBJECT: Agreement with AE Consulting, Inc. for Design Services and Construction Management Services for the Brawley Municipal Airport Hangar Area Asphalt Rehabilitation and Drainage Improvements Project.

CITY MANAGER RECOMMENDATION: Authorize Amendment No. 1 to the Agreement with AE Consulting, Inc. and authorize the City Manager to execute all documentation in relation to this project.

DISCUSSION: At the September 18, 2012 regular meeting, the Brawley City Council authorized an agreement with AE Consulting to provide Design Services and Construction Management Services for the Brawley Municipal Airport Hangar Area Asphalt Rehabilitation and Drainage Improvements Project. AE Consulting, Inc. was awarded a fixed fee of \$467,180. The project involves the asphalt concrete pavement rehabilitation of the apron areas leading up to and surrounding the hangars located in the southeast part of the airport, an area of approximately 41,000 square yards. The \$4 million project is 90% funded by a Federal Aviation Administration grant.

Amendment No. 1 consists of additional calendar days on the contract to allow for construction completion. Construction began in January 2014 and is expected to be complete June 2014. The project was delayed during the construction award period due to bid irregularities and FAA approval time. In order to allow for project closeout, an additional 320 calendar days will be added to the project timeline, bringing the total contract time to 820 calendar days. The amended contract will expire December 31, 2014.

FISCAL IMPACT: None

ATTACHMENTS: Amendment No. 1

AE Consulting, Inc.
AIRPORT ENGINEERING



143 Yorba Street
Tustin, CA 92780

February 3, 2014

(714) 573-1211 Tel
(714) 573-1214 Fax

Ms. Yazmin Arellano, P.E.
Public Works Director.
180 South Western Avenue
Brawley, CA 92227

Subject: **BRAWLEY MIUNICIPAL AIRPORT
HANGAR AREA APRON REHABILITATION & DRAINAGE IMPROVEMENTS
CONSULTING SERVICES CONTRACT**

Dear Ms. Arellano:

The consulting services contract between AE Consulting and the City of Brawley is dated October 2, 2012. According to Paragraph 3.0 of said contract, all services were to be complete within 500 calendar days from the date of the contract. February 14, 2014 would be the last day of this period.

AE Consulting delivered the completed set of plans and specifications and estimate on February 5, 2013 but the project was not advertised for bidding until several months later, possibly due to the City seeking confirmation of funding from the FAA.

The award of the project was also delayed due to the fact that the lowest and second lowest bidder submitted incomplete documents resulting in a protest by the third bidder.

Construction is not scheduled to be complete until June of 2014 after which post construction services will begin. We respectfully request that the contract duration be extended through the end of this calendar year to allow enough time for any further approvals outside our control to occur.

If you have any questions in this regard, please do not hesitate to give me a call.

Sincerely
AE Consulting, Inc.

Peter D. Bonello, P.E.
Principal Civil Engineer

**AMENDMENT NO. 1
TO CONSULTING SERVICES CONTRACT
BRAWLEY MUNICIPAL AIRPORT HANGAR AREA ASPHALT REHABILITATION
& DRAINAGE IMPROVEMENTS
AE CONSULTING, INC.
DATE: February 18, 2014**

The Parties to this Amendment No. 1 to the Contract are the City of Brawley (City) and AE Consulting, Inc. (Consultant).

RECITALS

As part of the original Scope of Work, Consultant is to provide design services and construction management services for the Brawley Municipal Airport Hangar Area Asphalt Rehabilitation and Drainage Improvements.

Amendment No. 1 consists of additional calendar days on the contract in order to allow for construction management services as approved in the original project scope. An additional 320 calendar days will be added bringing the total contract time to 820 calendar days. The amended contract will expire December 31, 2014.

THE PARTIES AGREE:

- 1.0 The Scope of Work is revised as follows: Add an additional 320 calendar days to the contract. The amended contract will expire December 31, 2014.
- 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: _____, 2014

CITY OF BRAWLEY

By: _____
Rosanna B. Moore, City Manager

AE CONSULTING, INC.

ATTEST:

By: _____
Peter D. Bonello, P.E.

By: _____
Alma Benavides, City Clerk

SUCCESSOR AGENCY AGENDA REPORT
City of Brawley

Meeting Date: 02/18/2014

City Manager: 

PREPARED BY: Ruby D. Walla, Finance Director

PRESENTED BY: Ruby D. Walla, Finance Director

SUBJECT: Recognized Obligation Payment Schedule for the period of July through December 2014

CITY MANAGER RECOMMENDATION: That the City Council of the City of Brawley, acting in its capacity as the Successor Agency for the Brawley Community Redevelopment Agency, adopt a Resolution approving the Recognized Obligation Payment Schedule for the period of July through December 2014 and approving certain related actions.

DISCUSSION: Pursuant to Health and Safety Code § 34172 (a)(1), the Brawley Community Redevelopment Agency was dissolved on February 1, 2012. Consistent with the provisions of the Health and Safety Code, on January 17, 2012, the City Council elected to serve in the capacity of the Successor Agency for the Brawley Community Redevelopment Agency, (the "Successor Agency"). Per Health and Safety Code § 34177 (l)(1), the Successor Agency is required to prepare a Recognized Obligation Payment Schedule ("ROPS") before each six-month fiscal period, which corresponds to equal halves of a fiscal year (i.e., July through December and January through June). The ROPS is the basis for the Successor Agency's authority to make payments due for enforceable obligations. Subsequent to its approval by the Successor Agency, the ROPS must also be approved by the Oversight Board ("OS Board") to the Successor Agency and is reviewable by the County Auditor-Controller, the California Department of Finance and the California State Controller's Office.

Staff has prepared the ROPS for the period of July through December 2014, which consists of several spreadsheets that are appended to the attached Resolution as Exhibit "A". Pursuant to Health and Safety Code § 34177 (m), an Oversight Board-approved ROPS for the period of July through December 2014 must be submitted to the California Department of Finance and the County Auditor-Controller not later than March 3, 2014. Therefore, subsequent to the approval of the attached Resolution, the ROPS will be considered by the OS Board and once approved by the OS Board the ROPS will be forwarded to the County Auditor-Controller, County Administrative Officer, the State Controller and the State Department of Finance.

Approval of the attached Resolution will authorize the City Manager, or designee, to:

1. Post the ROPS for the period of July through December 2014 on the City's website;
2. Transmit the ROPS for the period of July through December 2014 to the OS Board for their review;
3. Subsequent to OS Board approval, transmit the ROPS for the period of July through December 2014 to the County Auditor-Controller, County Administrative Officer, the State Controller and the State Department of Finance; and

4. Make ministerial revisions to the ROPS, take such other actions and execute such other documents as are necessary to effectuate the intent of the Resolution, and to implement the ROPS for the period of July through December 2014 on behalf of the Successor Agency, including authorizing and causing such payments.

The attached Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines. The attached Resolution does not constitute a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378(b)(5) of the Guidelines.

FISCAL IMPACT: Pursuant to Health and Safety Code § 34177, the Successor Agency is legally required to continue to make payments due for enforceable obligations. Approval of the ROPS will ensure that the Successor Agency has the authority to continue to pay its enforceable obligations. The recommended action does not, in itself, cause any new financial obligations.

ALTERNATIVES:

- Do not approve the Resolution.
- Provide staff with alternate direction.

PUBLIC NOTICE REQUIREMENTS:

The proposed action is a business item that does not require a public hearing. All public noticing requirements prescribed by applicable law have been made with respect to this matter.

Rosanna Bayon Moore, City Manager

Attachment: Resolution 2014-

RESOLUTION NO. 2014-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA
ACTING IN ITS CAPACITY AS THE SUCCESSOR AGENCY FOR THE BRAWLEY
COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE RECOGNIZED OBLIGATION
PAYMENT SCHEDULE FOR THE PERIOD OF JULY THROUGH DECEMBER 2014 AND
APPROVING CERTAIN RELATED ACTIONS.**

WHEREAS, pursuant to Health and Safety Code § 34172 (a)(1), the Brawley Community Redevelopment Agency was dissolved on February 1, 2012; and

WHEREAS, consistent with the provisions of the Health and Safety Code, on January 17, 2012, the City Council elected to serve in the capacity of the Successor Agency for the Brawley Community Redevelopment Agency, (the "Successor Agency"); and

WHEREAS, per Health and Safety Code § 34177 (1)(1), the Successor Agency is required to prepare a Recognized Obligation Payment Schedule ("ROPS") before each six-month fiscal period, which corresponds to equal halves of a fiscal year (i.e., July through December and January through June); and

WHEREAS, the ROPS is the basis for the Successor Agency's authority to make payments due for enforceable obligations; and

WHEREAS, subsequent to its approval by the Successor Agency, the ROPS must also be approved by the Oversight Board ("OS Board") to the Successor Agency and is reviewable by the County Auditor-Controller, the California Department of Finance and the California State Controller's Office; and

WHEREAS, staff has prepared the ROPS for the period of July through December 2014, which consists of several spreadsheets that are appended to this Resolution as Exhibit "A"; and

WHEREAS, pursuant to Health and Safety Code § 34177 (m), an Oversight Board-approved ROPS for the period of July through December 2014 must be submitted to the California Department of Finance and the County Auditor-Controller not later than March 3, 2014; and

WHEREAS, subsequent to the approval of this Resolution, the ROPS will be considered by the OS Board and once approved by the OS Board the ROPS will be forwarded to the County Auditor-Controller, County Administrative Officer, the State Controller and the State Department of Finance; and

WHEREAS, this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 et seq., hereafter the "Guidelines"), and the City's environmental guidelines; and

WHEREAS, this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378(b)(5) of the Guidelines; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brawley, acting in its capacity as the Successor Agency for the Brawley Community Redevelopment Agency, as follows:

- Section 1.** The foregoing recitals are true and correct and are a substantive part of this Resolution.
- Section 2.** The Successor Agency's ROPS for the period of July through December 2014, which is attached hereto as Exhibit "A", is approved and adopted.
- Section 3.** The City Manager, or designee, is hereby authorized and directed to: i) post the ROPS for the period of July through December 2014 on the City's website; ii) transmit the ROPS for the period of July through December 2014 to the OS Board for their review; iii) subsequent to OS Board approval, transmit the ROPS for the period of July through December 2014 to the County Auditor-Controller, County Administrative Officer, the State Controller and the State Department of Finance; and iv) make ministerial revisions to the ROPS, take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution, and to implement the ROPS for the period of July through December 2014 on behalf of the Successor Agency, including authorizing and causing such payments.
- Section 4.** This Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378(b)(5) of the Guidelines.
- Section 5.** This Resolution shall take effect upon the date of its adoption.

APPROVED, PASSED AND ADOPTED at a regular meeting of the Brawley Successor Agency held on the 18th day of February, 2014.

CITY OF BRAWLEY, CALIFORNIA

Don C. Campbell, Chairman

ATTEST:

Alma Benavides, Agency Secretary

EXHIBIT "A"

SUCCESSOR AGENCY FOR THE
BRAWLEY COMMUNITY REDEVELOPMENT AGENCY
RECOGNIZED OBLIGATION PAYMENT SCHEDULE
(JANUARY THROUGH JUNE 2014)

(See Attachment)

Name of Successor Agency: Brawley
 Name of County: Imperial

Current Period Requested Funding for Outstanding Debt or Obligation		Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding		
A	Sources (B+C+D):	\$ -
B	Bond Proceeds Funding (ROPS Detail)	-
C	Reserve Balance Funding (ROPS Detail)	-
D	Other Funding (ROPS Detail)	-
E	Enforceable Obligations Funded with RPTTF Funding (F+G):	\$ 387,396
F	Non-Administrative Costs (ROPS Detail)	262,396
G	Administrative Costs (ROPS Detail)	125,000
H	Current Period Enforceable Obligations (A+E):	\$ 387,396

I	Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	387,396
J	Enforceable Obligations funded with RPTTF (E):	
K	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(1,700)
	Adjusted Current Period RPTTF Requested Funding (I-J)	\$ 385,696

L	County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	387,396
M	Enforceable Obligations funded with RPTTF (E):	
N	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
	Adjusted Current Period RPTTF Requested Funding (L-M)	387,396

Certification of Oversight Board Chairman:
 Pursuant to Section 34177(m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

George A. Nava /s/ _____
 Name Title
 Chairperson
 Signature Date
 2/26/2014

Recognized Obligation Payment Schedule (ROPS) 14-15A - Report of Cash Balances
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I						
									Fund Sources					
									Bond Proceeds		Reserve Balance		Other	
Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR balances retained	Prior ROPS RPTTF distributed as reserve for next bond payment	Other	Rent, Grants, Interest, Etc.	Non-Admin and Admin	Comments							
Cash Balance Information by ROPS Period														
ROPS 13-14A Actuals (07/01/13 - 12/31/13)														
1	Beginning Available Cash Balance (Actual 07/01/13) Note that for the RPTTF, 1 + 2 should tie to columns J and O in the Report of Prior Period Adjustments (PPAs)	374,500		181,206		46,924	156,379							
2	Revenue/Income (Actual 12/31/13) Note that the RPTTF amounts should tie to the ROPS 13-14A distribution from the County Auditor-Controller during June 2013			(181,206)		193,584	426,134							
3	Expenditures for ROPS 13-14A Enforceable Obligations (Actual 12/31/13) Note that for the RPTTF, 3 + 4 should tie to columns L and Q in the Report of Prior Period Adjustments (PPAs)						403,207							
4	Retention of Available Cash Balance (Actual 12/31/13) Note that the RPTTF amount should only include the retention of reserves for debt service approved in ROPS 13-14A													
5	ROPS 13-14A RPTTF Prior Period Adjustment Note that the RPTTF amount should tie to column S in the Report of PPAs													
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4); H = (1 + 2 - 3 - 4 - 5)	\$ 374,500	\$ -	\$ -	\$ -	\$ 240,508	\$ 177,606	1,700						
ROPS 13-14B Estimate (01/01/14 - 06/30/14)														
7	Beginning Available Cash Balance (Actual 01/01/14) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ 374,500	\$ -	\$ -	\$ -	\$ 240,508	\$ 179,306							
8	Revenue/Income (Estimate 06/30/14) Note that the RPTTF amounts should tie to the ROPS 13-14B distribution from the County Auditor-Controller during January 2014						387,396							
9	Expenditures for 13-14B Enforceable Obligations (Estimate 06/30/14)						387,396							
10	Retention of Available Cash Balance (Estimate 06/30/14) Note that the RPTTF amounts may include the retention of reserves for debt service approved in ROPS 13-14B													
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	\$ 374,500	\$ -	\$ -	\$ -	\$ 240,508	\$ 179,306							

Pursuant to Health and Safety Code section 34177(l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

Item # Notes/Comments

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 02/18/2014

City Manager: 

PREPARED BY: Francisco Soto, Building Official

PRESENTED BY: Francisco Soto, Building Official

SUBJECT: Revision of Program Income Reuse Plan

CITY MANAGER RECOMMENDATION: Hold a public hearing regarding the revision of the City's Program Income Reuse Plan. After conducting the public hearing, adopt attached resolution approving the revision of said plan, and designate the City Manager as the City's authorized agent to execute all documents pertaining to this plan.

DISCUSSION: In order to be in compliance with CDBG requirements, the City needs to adopt an updated Program Income Reuse Plan to include language required by the department of CDBG. This language gives the City the ability to use program income for eligible projects that meet a national objective. The existing reuse plan expires in 2014. When approved, the new plan will be valid for five (5) years.

FISCAL IMPACT: No cost, program income available for eligible projects.

ATTACHMENTS: Program Income Reuse Plan
Resolution
Notice of Public Hearing

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)



CITY OF BRAWLEY
PROGRAM INCOME (PI) REUSE PLAN
WITH JURISDICTIONAL CERTIFICATIONS

GOVERNING BODY ADOPTED ON:

This Program Income (PI) Reuse plan establishes policies and procedures for the administration and utilization of PI received as a direct result of eligible activities funded under the State of California CDBG Program (Department). All revenue received from CDBG funded activities are required to be used per this adopted plan.

DISTRIBUTION OF PROGRAM INCOME

The City of Brawley certifies that PI will only be distributed as follows:

1. Deposit into Revolving Loan Accounts (RLAs)

The following RLAs are hereby established to utilize the City of Brawley PI. One or more of the RLAs will be utilized annually. The allocation of receipted PI to each RLA is as follows:

- Thirty (30%) Percent of PI received will be deposited into the Housing Rehabilitation - Single Family (1-4 Units) Revolving Loan Account (HR-RLA).
- Twenty (20%) Percent of PI received will be deposited into the Homeownership Assistance Revolving Loan Account (HA-RLA).
- Fifty (50%) Percent of PI received will be deposited into the Business Assistance Revolving Loan Account (BA-RLA).

2. PI Waiver Activity

The City of Brawley may utilize the Department's PI Waiver process to commit PI to eligible activities that are not considered RLAs. The City of Brawley will follow all PI Waiver procedural requirements as stated in the Program Income chapter of the Grant Management Manual (GMM). The City of Brawley will obtain prior Department approval before expending any PI funds on a Waiver project. A PI Waiver project can only be approved if the total project/program cost for the proposed activity is on hand in the Jurisdiction's PI account. The City of Brawley understands that PI Waiver activities are limited to two "active" projects and/or programs and will remain active until close out has been completed and approved by the Department.

3. Committal to Funding Application

The City of Brawley may choose to commit non-obligated RLA funds to one or more activities in an annual CDBG application for funding. Committed PI can only be expended when application and activities with committed PI are awarded, contracted, and have all special conditions cleared. PI committed to an application for grant funding must have the PI on hand at the time of application submittal and may not remove or add to the PI amount committed without prior Department approval.

4. Augmenting Funding to an Awarded Activity/Project

The City of Brawley may request that the Department allow PI to be added to a funded activity/project due to a funding short fall. To obtain Department approval, the City of Brawley will submit justification to their CDBG Representative outlining in detail the need/reason for the augmentation of funding.

If the Department approves the augmentation (requires a Department contract amendment) the City of Brawley would need to complete a Citizen Participation process before the Department would begin a contract amendment process.

This option only applies to awarded activities/projects and the Department will not approve adding a new activity to an awarded contract.

5. Fund Program Income General Administration (PI GA) Activities

The City of Brawley may set aside up to seventeen percent (17%) of PI received from activities funded with CDBG funds for payment of eligible General Administration costs. The City of Brawley may choose to move the PI GA to eligible CDBG activities, as noted above, but once the funds are removed from the PI GA account they cannot be put back at a later date.

6. Return to the Department

The City of Brawley has the option to return PI back to the Department.

ADMINISTRATIVE PROCESS FOR DISTRIBUTION OF PROGRAM INCOME

The City of Brawley certifies that:

The PI Reuse Plan will be formally adopted via public hearing and resolution of City of Brawley's Governing Body, executed by Authorized Representative and fully executed by the Department. After the PI Reuse Plan is executed, the Jurisdiction reserves the right to set aside up to seventeen percent (17%) of PI received for payment of eligible GA costs. RLA activities which have PI funds being deposited into them may be activated with written Departmental approval.

The PI Reuse Plan may be amended by the City of Brawley's Governing Body to change the distribution percentages in a RLA via public hearing and resolution, and receipt of the Department's written approval.

All PI Waiver requests will be submitted for the Department's written approval. After the Department's review of the activity for Eligibility and National Objective compliance, the PI Waiver will be formally adopted via public hearing and resolution of the City of Brawley's Governing Body, as part of the PI Waiver Special Condition Clearance process.

PI committed to an open CDBG Contract to augment funding for an activity or committed to a pending application for grant funds will be formally adopted via public hearing and approval via resolution for an annual application submittal. Department approval and PI must be on hand.

Once a PI Reuse Plan has been executed by the Department, it is then in effect. GA PI funds can then be expended for eligible costs. GA PI funds will not be expended once the Reuse Plan is terminated by either party or the Reuse Plan has reached the 5 year expiration.

PI will be returned to the Department after a public hearing and formal resolution is passed by the City of Brawley's Governing Body.

Each of the above administrative processes must be in compliance with the CDBG Citizen Participation process as specified in federal regulations at 24 CFR 570.486, Local Government Requirements .

ADMINISTRATION OF ELIGIBLE ACTIVITIES AFTER DISTRIBUTION

1. RLA Administration

The City of Brawley certifies that the four RLAs under this PI Reuse Plan will be administered under the following criteria:

- a. RLAs with a balance must be "substantially revolving," which means on an annual basis at least 60 percent (60%) of the funds in an RLA must be used for loans which will be repaid to a PI account, based on the distribution noted in this plan. Up to the remaining 40 percent (40%) may be expended on non-revolving activities, which include Activity Delivery (AD), and grants for the same activity as the RLA.

Note: General Administration costs are not considered part of the jurisdiction's RLA Activities and should not be used in the consideration of "substantially revolving".

- b. A RLA which is the same activity as any funded open grant activity will be "substantially expended" before grant funds are requested for the grant activity.

The Department considers "substantially expended", to mean having no more than \$5,000 in a RLA.

- c. PI funds shall not be transferred between RLAs after execution of this Plan without following the proper CDBG Citizen Participation process, which includes a public hearing resulting in a certified resolution being submitted to the Department for written approval. However, the transfer of PI between RLAs each fiscal year, in the aggregate amount of \$5,000 or less , is not be subject to the Citizen Participation requirement, as stated above ; but does require prior written Department approval.

- d. All PI funded activities shall be provided to project activities located within the boundaries of the City of Brawley

If an additional jurisdiction(s) receives benefit, a Joint Powers' Agreement (JPA) between Jurisdiction(s) is required. The City of Brawley must receive written approval from the Department prior to implementation and prior to parties' execution of the JPA between the parties.

- e. The City of Brawley will submit program guidelines specific to each RLA activity for written Department approval. Once approval is issued to the Jurisdiction, the RLA will then be deemed active.
- f. This PI Reuse Plan will not be executed by the Department until all RLAs have clear distribution percentages listed above, and have Department approved program guidelines.

All CDBG PI Reuse Plans are limited to a five (5) year term from the date of execution.

PI funds within an RLA cannot be expended until this PI Reuse Plan is executed.

- g. Reporting on RLAs and other PI Activities will be required per the Department's current policies, including financial accounting of PI received and expended for RLAs and other PI Activities. Additionally, PI performance (National Objective data and beneficiary demographics) reported as HUD required accomplishment information will be required to be submitted in a timely manner or the Jurisdiction understands that it will be required to repay a PI account for ineligible cost or activities.
- h. AD costs are only eligible if one or more projects are funded and accomplishments (such as beneficiaries), for those activity(ies), on an annual basis, are reported on.

2. Eligible RLA Activities

The four (4) RLA(s) listed below each have a single eligible CDBG program activity. The City of Brawley certifies that all CDBG rules pertaining to each eligible activity will be followed.

Housing Rehabilitation Revolving Loan Account

The CDBG eligible activity under this RLA is a single-family housing rehabilitation program. The program will be used for the purpose of making loans to rehabilitate residential units (1-4 units), occupied by income eligible households. The CDBG National Objective of benefit to Low/Moderate-income (Low/Mod) households will be met by limiting program participants to households that have an annual income at or below eighty percent (80%) of HUD median income limits for the City of Brawley's county. Households will be income qualified based on the income calculation method specified in 24 CFR Part 5, and in accord with the Department's Income Manual.

Rehabilitation of "projects" (projects with five (5) or more units on one site) is not allowed under this RLA. Projects with five or more units must be funded via the annual grant process or through the PI Waiver process.

Jurisdictions wishing to include tenant occupied projects for the Housing Rehabilitation program must submit separate (distinguishable from the Owner Occupied Housing Rehabilitation guidelines) guidelines outlining the unique tenant occupied rules and processes.

The review and funding of requests for CDBG loans or grant assistance under this RLA shall be conducted under the Housing Rehabilitation Program Guidelines that have been adopted by the City of Brawley and approved in writing by the Department.

No more than 19 percent (19%) of program funds expended from this RLA shall be used for AD costs.

Homeownership Assistance (Homebuyer) Revolving Loan Account

The CDBG eligible activity under this RLA is acquisition of single family housing. The program will be used for the purpose of making loans to assist income eligible homebuyers to purchase a residential property (1-4 units). The CDBG National Objective of benefit to Low/Mod-income households will be met by limiting program participants to households that have an annual income at or below eighty percent (80%) of HUD median income limits. Households will be income qualified based on income calculation method specified in 24 CFR Part 5 and in accord with the Department's Income Manual.

The review and funding of requests for CDBG loans or grant assistance under this RLA shall be conducted under the Homeownership Assistance Program Guidelines that have been adopted by the City of Brawley and approved in writing by the Department.

No more than 8 percent (8%) of the funds expended from this RLA shall be used for AD costs.

Business Assistance Revolving Loan Account

The CDBG eligible activity of Special Economic Development will be conducted under this RLA. Specifically, the RLA will fund a business assistance program that provides direct financial assistance for eligible businesses that propose projects which create or retain permanent jobs. The CDBG National Objective being met by the Special Economic Development activity will typically be benefit to Low/Mod-income persons. As such, at least fifty one percent (51%) of the full time job positions created or retained will be made available to persons whose households have an annual income at or below 80 percent (80%) or less of the City of Brawley's county median income. Income eligibility is based on the income calculation method specified in 24 CFR Part 5, and in accord with the Department's Income Manual.

Business assistance projects under this RLA program may also meet the National Objective of elimination of slums and blight, but this must be approved by the Department in writing as part of the initial business's loan application.

Local review and underwriting of business assistance projects requesting a CDBG loan under this RLA shall be conducted under the Business Assistance Program Guidelines that have been adopted by the City of Brawley and approved in writing by the Department.

Each individual project funding request made under this RLA program must be submitted for Department review and written approval, prior to closing the loan.

No more than 15 percent (15%) of the total funds expended for business assistance activities shall be used for AD costs.

3. Administration of Non-RLA Program Income Expenditures

Program Income Waiver Eligible Activities

The City of Brawley certifies that the PI Waiver Submission Process below will be followed if a PI Waiver is to be requested:

- This process will involve discussion at a properly noticed public hearing, held in front of the City of Brawley's Governing Body, and submission of a Certified Resolution as part of a PI Waiver Request to the Department, in accordance with current Department policy, and any subsequent policy, regulation, or statutory-guidance, in writing, from The Department.
- Final commitment and expenditure of PI Waiver funds will not commence until clearance of all required Special Conditions have been met, and written Department approval has been issued to the City of Brawley.
- Reporting on PI Waiver activities will take place per current Departmental policies and include financial accounting of PI received and expended for PI Waivers and PI Waiver activity performance.
- PI Waiver activities must be fully funded with program income already on hand. Therefore, future PI may not be pledged to the PI Waiver activity.
- Only two (2) PI Waiver agreements may be open and active at any one time.

Program Income committed in an annual grant application and included in an open grant agreement

The City of Brawley certifies that the PI committed to a funded annual CDBG Application will be:

- Funded with PI currently on hand;
Future PI may not be pledged to an open grant activity.
- Expended first and prior to requesting grant funds;
- Administered in accordance with terms and conditions of the grant contract with the Department; and,
- Reported using the Department's current PI and fiscal reporting forms. All PI activity performance data will be reported using grant and fiscal reports.

Program Income Added to an Existing Open Grant

The City of Brawley certifies that the PI committed to an existing CDBG Grant will be:

- Approved by the Department, with a Grant Amendment fully executed before PI can be committed to a grant activity.

- Funded with PI currently on hand.
Future PI may not be pledged to an open grant activity.
- Expended first and prior to requesting grant funds.
- Administered in accordance with terms and conditions of the grant contract with the Department.
- Reported using the Department's current PI and fiscal reporting forms. All PI activity performance data will be reported using grant and fiscal reports.

4. Program Income General Administration (PI GA) Cost Limitation and Activities

The City of Brawley certifies that no more than 17 percent (17%) of the total amount of PI received annually will be expended for PI GA costs. These funds will accumulate annually and be carried from one fiscal year to the next, if unexpended.

If more funds are expended than what is available in PI GA, the Jurisdiction will be required to return the over-expended GA amount back into their PI Account. *Additionally, any ineligible PI GA costs will also be required to be returned to their PI Account.*

GA eligible costs for PI are the same as open grant agreements with the Department. See the current CDBG Grant Management Manual (GMM) for list of eligible activities and allowable costs.

PI GA activity costs will be reflected on fiscal reports submitted to the Department as per current reporting forms and policies.

Planning Activities

- The City of Brawley reserves the option of utilizing PI, within the 17 percent (17%) PI GA annual cap to fund planning studies for CDBG eligible activities.
- All proposed planning activities must receive written Department approval prior to expending PI on the activity.
- Eligible planning activities funded with PI are the same as open grant agreements with the Department. See current NOFA for a list of eligible planning studies.
- All planning activities must have a final product (report or study) resulting from the expenditure of PI.
- Upon completion of the planning activity, the study must be formally accepted by the Jurisdiction and submitted to the Department for review.
- The planning activity costs will be reflected on fiscal reports submitted to the Department.

Loan Portfolio and Asset Management Policies and Costs

- The City of Brawley certifies that it has asset management policies and loan portfolio servicing policies that are in compliance with HUD standards per 24 CFR Part 570. The use of CDBG funds creates public financial assets. The public financial assets created can be in

the form of loans or other repayment instruments which result in PI. Financial assets may also be in the form of real property or chattel (equipment and fixtures). All assets created from the use of CDBG funds must be administered in compliance with OMB Circulars A-87, A-122 A-133, 24 CFR Part 85.

- Loan payment tracking and collection systems must be put in place for collection purposes of all loans funded with CDBG. In addition, loan servicing policies and procedures must be in place to service the loan assets, ensuring repayment.
- Costs of managing the portfolio of CDBG funded loans may be charged to PI under GA within the allowable limits set by the Department.

JURISDICTION ASSERTIONS AND CERTIFICATIONS

1. Requirements of Program Income

The PI Reuse Plan is intended to satisfy the requirements specified in federal statute and regulation at Section 1040) of the Housing and Community Development Act ("the Act"), as amended in 1992 and 24 CFR 570.489(e) and (f). These statutory and regulatory sections permit a unit of local government to retain PI for CDBG-eligible community development activities. Under federal guidelines adopted by the State of California's CDBG Program, local governments are permitted to retain PI as long as the local government has received advance approval from the State of a local plan that will govern the expenditure of the PI. This plan has been developed to meet that requirement.

The City of Brawley certifies that their PI will be used to fund eligible CDBG activities that meet a National Objective and any public benefit requirements. Eligible activities, National Objective and public benefit requirements are specified in Federal Statute at Sections 104(b), 105(a) of The Housing and Community Development Act of 1974, and in Federal Regulations at 24 CFR 570.482 and 24 CFR 570.483. The Jurisdiction understands , if it is determined that an activity/project funded with PI that does not meet a National Objective and/or meet the public benefit requirement, the Jurisdiction will be required to use its own local funds to repay the PI Account.

2. Definition of Program Income

"Program Income" means gross income earned by the Jurisdiction from grant- funded activities and is subject to CDBG regulatory requirements pursuant to 24 CFR, Part 570.489(e) - Program Administrative Requirements as amended in the CDBG Final Rule, 24 CFR, Part 570.504 - Program Income, 24 CFR Part 85 - Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, and OMB Circulars A-87 and A-122 as applicable. These regulations include the requirement that the Jurisdiction record the receipt and expenditure of PI as part of the financial transactions of the grant activity(ies).

For activities generating PI that are only partially funded with CDBG funds, such income is prorated to reflect the actual percentage of CDBG participation. Examples of PI include but are not limited to: payments of principal and interest on housing rehabilitation or business loans made using CDBG funds; interest earned on PI pending its disposition; interest earned on funds that have been placed in a revolving loan account ; net proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds ; and, income (net of costs that are incidental to the generation of the income) from the use or rental of real property that has been acquired,

constructed or improved with CDBG funds and that is owned (in whole or in part) by the participating jurisdiction or sub-recipient.

3. Federal Nature of Program Income

The City of Brawley certifies that per 24 CFR 570.489(e)(2)(i), as amended in the CDBG Final Rule May 23, 2012, all PI received through a RLA, will be counted as PI regardless of the amount, and all PI generated through an open grant that is \$35,000 or less may either be:

- Counted and reported as PI, allowing the Jurisdiction to include that amount in its PI GA (17%) calculation; or,
- Not counted as PI and reported as such which "de-federalizes" the funds, and allows them to be deposited into the Jurisdiction's General Fund. Supporting accounting records and documentation must be in the Jurisdiction's file to substantiate the calculations reported.

If PI is generated from a loan that is made partially from a RLA and partially from another source, then the PI accounting and reporting must reflect the correct amounts and proportions of PI from the RLA (counted and reported as PI Income) versus the amount generated from the other source, which may be accounted for and reported using either of the methods above.

4. Definition of Excessive Program Income

The City of Brawley certifies that if there is excessive PI (\$500,000 or more), which includes GA, at the end of the fiscal year they will be required to submit a plan (included in the Reporting form) for expending the funds to the Department for review and approval. The City of Brawley understands that if no plan is submitted, or the plan is not approved by the Department, it risks having to return the PI to the Department. The City of Brawley agrees to use the Semi Annual PI Report forms to describe the reason(s) for the excessive amount and the method(s)/plan(s)/reason(s) the City of Brawley will use to reduce the amount over the coming year.

Should the Jurisdiction choose to 'accumulate' PI to fund a project that will cost more than \$500,000, the Jurisdiction must identify the project in their Semi Annual PI Report form with a detailed narrative about the project and the expected timing for the project to start and complete, with completion including the meeting of a national objective. Approval of a PI balance above \$500,000 will be made on a case-by-case basis.

5. Reporting of Program Income

The City of Brawley certifies that CDBG PI will be accounted for using the Department's fiscal year (July 1 to June 30). All receipts and expenditures of PI in accordance with this PI Reuse Plan will be monitored and reported per the Department's fiscal year cycle. The City of Brawley certifies that they will report using the Department's reports/forms and will submit them in a timely manner.

6. Duration of This Program Income Reuse Plan

The City of Brawley and the Jurisdiction's Governing Body understand that this document is effective for five (5) years from the execution date by the authorized CDBG representative listed in this Agreement unless otherwise notified by the Department. The Department has the Authority to void the Agreement with notice for cause.

7. Status of Program Income Upon Leaving State Non-Entitlement CDBG Program and Entering the CDBG Entitlement Program

The City of Brawley certifies that the Jurisdiction's Governing Body may move the PI earned under the State program to the Entitlement Program if/when the Jurisdiction is authorized and chooses to participate in the CDBG Entitlement Program provided the Jurisdiction's Governing Body certifies that the City of Brawley has:

- Officially elected to participate in the Entitlement Grant Program;
- Agrees to use such PI in accordance with Entitlement Program requirements; and,
- Sets up Integrated Disbursement Information System (IDIS) access and agrees to enter receipt of PI into IDIS.
- The City of Brawley submits the above to the State and receives the Department's approval to no longer report State CDBG PI to the Department.

8. Status of Program Income Upon Entering the State Non-Entitlement CDBG Program from the Entitlement CDBG Program

The City of Brawley certifies that the Jurisdiction's Governing Body will inform the Department in writing of the Jurisdiction's decision to either:

- Retain program income generated under Entitlement grants and continue to comply with Entitlement program requirements for program income; or
- Retain the program income and transfer it to the State CDBG program, in which case the Jurisdiction will certify that it will comply with the state's rules for program income and the requirements of 24 CFR 570.489(e) and (f).

9. Amendment of PI Reuse Plan

The City of Brawley certifies that it will adopt and submit for Department written approval a new version of this plan as updates are released by the Department.

DEPARTMENT TERMS, CONDITIONS AND AUTHORIZATION

TERMS AND CONDITIONS: The City of Brawley certifies that all terms and conditions listed below have been read and understood, and will be implemented and followed:

1. Authority & Purpose

This Agreement provides official notification of the Jurisdiction's PI Reuse Plan's (hereinafter, "PI Reuse Plan") approval under the State's administration of the Federal Community Development Block Grant Program (hereinafter, "CDBG" or "the Program") for Non-entitlement jurisdictions pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, and 25 California Code of Regulations (CCR), Sections 7050 et seq. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG Community Development Block Grant Program.

In accepting the PI Reuse Plan Approval, the Jurisdiction agrees to comply with the terms and conditions of this Agreement, all exhibits hereto and the representations contained in the Jurisdiction's PI Reuse Plan. Any changes made to the PI Reuse Plan after this Agreement is accepted must receive prior written approval from the Department of Housing and Community Development (Department).

2. Distribution for Reuse of PI

The Jurisdiction shall perform PI funded activities as described in the Distribution for Reuse in the PI Reuse Plan. All written materials or alterations submitted as addenda to the original PI Reuse Plan and which are approved in writing by the Department are hereby incorporated as part of the PI Reuse Plan.

The Department reserves the right to require the Jurisdiction to modify any or all parts of the PI Reuse Plan in order to comply with CDBG requirements. The Department reserves the right to review and approve all Work to be performed by the Jurisdiction in relation to this Agreement. Any proposed revision to the Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made in writing by the Department.

The PI funded activities shall principally benefit Low/Mod-income persons or households (Low/Mod) whose income is no more than 80 percent (80%) of the median area income.

3. Sufficiency of Funds and Termination

The Department may terminate this Agreement at any time for cause by giving at least 14 days written notice to the Jurisdiction. Termination shall consist of violations of any terms and/or special conditions of this Agreement, upon the request of HUD, or withdrawal of the Department's expenditure authority.

4. Meeting National Objectives

All activities performed under this Agreement must meet one of the National Objectives determined by the HUD regulations as included in the Application authorized under Title I of the Housing and Community Development Act of 1974, as amended.

- Benefit to HUD defined Low/Mod-income person or household (LMI). The term Low/Mod-income is defined under CDBG as no more than 80 percent (80%) of the median area income, as determined by HUD, per Federal Regulation 24 CFR, Part 570.483(b) ; and/or;
- Prevention or elimination of slums or blight. In order for an activity to meet the National Objective of elimination of slums and blight, the activity must take place in an area that meets the definition of a blighted area and the project must be shown to eliminate blight or prevent further blight per Federal Regulation 24 CFR, Part 570.483(c).
- For Microenterprise Assistance activities, the Jurisdiction must only meet the benefit to Low/Mod-income person or household (LMI) National Objective.

5. Inspections of Activities

The Department reserves the right to inspect any activity(ies) performed hereunder to verify that the activity(ies) is in accordance with the applicable federal, State and/or local requirements and this Agreement.

The Jurisdiction shall inspect any activity performed by contractors and sub-recipients hereunder to ensure that the activity(ies) is in accordance with the applicable federal, State and/or local requirements and this Agreement.

The Jurisdiction agrees to require that all activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

6. Insurance

The Jurisdiction shall have and maintain in full force and effect during the term of this Agreement such forms of insurance, at such levels as may be determined by the Jurisdiction and the Department to be necessary for specific components of the activity(ies) described in this Reuse Plan.

7. Contractors and Sub-recipients

The Jurisdiction shall not enter into any agreement, written or oral, with any contractor or Sub-recipient without the prior determination that the contractor or Sub-recipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

- Contractors are defined as program operators or construction contractors who are procured competitively.
- Sub-recipients are defined as public or private non-profit agencies or organizations and certain (limited) private for-profit entities who receive CDBG funds from an awarded jurisdiction to undertake eligible activities.

An agreement between the Jurisdiction and any contractor or Sub-recipient shall require:

- Compliance with the applicable State and federal requirements of this Agreement , which pertain to , among other things, labor standards , non-discrimination, Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace ; and, Compliance with the applicable provisions relating to Labor Standards/Prevailing Wages . In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
- Maintenance of, at minimum, the State-required Workers ' Compensation Insurance for those employees who will perform the activity(ies) or any part of it.
- Maintenance of, if so required by law, unemployment insurance , disability insurance and liability insurance, which is reasonable to compensate any person , firm, or corporation, who may be injured or damaged by the contractor , or any subcontractor in performing the activity(ies) or any part of it.

- Compliance with the applicable Equal Opportunity Requirements described in this Agreement.

Contractors shall:

- Perform the activity(ies) in accordance with federal, State and local housing and building codes, as are applicable.
- Provide security to assure completion of the project by furnishing the borrower and construction lenders with Performance and Payment Bonds, or other security approved in advance in writing by the Department.

Sub-recipients shall:

- Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of five (5) years from date of termination of this Agreement, or five (5) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement, and any amendments, whichever is later.
- Permit the State, federal government, the Bureau of State Audits, the Department and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to the agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

8. Obligations of the Jurisdiction with Respect to Certain Third Party Relationships

The Jurisdiction shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Activities funded under this agreement with respect to which assistance is being provided under this Agreement to the Jurisdiction.

The Jurisdiction shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Jurisdiction, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974.

9. Periodic Reporting Requirements

During the term of this Agreement, the Jurisdiction must submit the following reports by the dates identified, respectively, or as otherwise required at the discretion of the Department. The Jurisdiction's performance under this Agreement will be based, in part, on whether it has submitted the reports on a timely basis.

- Semi-Annual PI Expenditure/Performance Report: Submit by January 31 and July 31 of each year regardless of whether or not the Jurisdiction has any unspent PI. PI Waivers or open Grants with no accomplishment are not excluded to the reporting requirement.
- Annual Federal Overlay Reporting: Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State Fiscal Year. Annual Reporting includes but is not limited to: Section 3, and Minority Owned Business/Women Owned Business (MBE/WBE).

- Wage Compliance Reports: Semi-annual Wage Compliance Reports are to be submitted by October 7 and April 7 during the entire construction period. The final Wage Compliance Report is to be submitted thirty (30) days after construction is completed.
- Any other reports that may be required as a Special Condition of this Agreement.

10. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the activity(ies). The Jurisdiction shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department. If findings are not adequately resolved in a timely manner, the Department may deduct points from the Jurisdiction's performance score on future applications.

Additionally, the Department reserve the right to suspend a jurisdiction's authority to expend PI (Waiver, RLA and/or PI attached to an open grant) based on significant compliance issues, reporting concerns or serious lack of cooperation in clearing PI monitoring findings.

11. Signs

If the Jurisdiction places signs stating that the Department is providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

12. Audit/Retention and Inspection of Records

The Jurisdiction must have intact, auditable fiscal records at all times. If the Jurisdiction is found to have missing audit reports from the SCO during the term of this Agreement, the Jurisdiction will be required to submit a plan to the State, with task deadlines, for submitting the audit to the SCO. If the deadlines are not met, the Jurisdiction will be subject to termination of this Agreement and disencumbrance of the funds awarded. The Jurisdiction's audit completion plan is subject to prior review and approval by the Department.

The Jurisdiction agrees that the Department or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Jurisdiction agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq. The Jurisdiction further agrees to maintain such records for a period of five (5) years after final payment under this Agreement. The Jurisdiction shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.

An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Jurisdiction.

Absent fraud or mistake on the part of the Department, the determination by the Department of the allowability of any expenditure shall be final.

For the purposes of annual audits under OMS Circular A-133 (The United States Office of Management and Budget Circular for Audits of States and Local Governments), Jurisdiction shall use the Federal Catalog Number 14.228 for the State CDBG Program.

Notwithstanding the foregoing, the Department will not reimburse the Jurisdiction for any audit cost incurred after the expenditure deadline of this Agreement.

The jurisdiction understands that the expenditure of PI is covered under the OMS A-133 Single Audit Requirements and will meet all these requirements and report said PI Expenditure along with grant funds each fiscal year.

13. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body or other Public Officials

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Jurisdiction, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Jurisdiction shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

14. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Jurisdiction of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

15. Litigation

If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

The Jurisdiction shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

16. Lead-Based Paint Hazards

Activity(ies) performed with assistance provided under this Agreement are subject to lead-based paint hazard regulations contained in Title 8 (Industrial Relations) and Title 17 (Public Health) of the CCR and 24 CFR, Part 35 (Lead Disclosure). Any grants or loans made by the Jurisdiction with

assistance provided under this Agreement shall be made subject to the provisions for the elimination or mitigation of lead-based paint hazards under these Regulations. The Jurisdiction shall be responsible for the notifications, inspections, and clearance certifications required under these Regulations.

17. Prevailing Wages

Where funds provided through this Agreement are used for construction work, or in support of construction work, the Jurisdiction shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Jurisdiction and a licensed building contractor, the Jurisdiction shall serve as the "awarding body" as that term is defined in the LC. Where the Jurisdiction will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

18. Compliance with State and Federal Laws and Regulations

The Jurisdiction agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Jurisdiction, its subcontractors, contractors or subcontractors, and the Reuse activity(ies), and any other State provisions as set forth in this Agreement.

The Jurisdiction agrees to comply with all federal laws and regulations applicable to the CDBG Program and to the activity(ies), and with any other federal provisions as set forth in this Agreement.

19. Anti-Lobbying Certification

The Jurisdiction shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this activity(ies) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

"The undersigned certifies, to the best of his or her knowledge or belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement , and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and,

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

20. Bonus or Commission, Prohibition Against Payments of

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- Obtaining the Department's approval of the Application for such assistance ; or,
- The Department's approval of the Applications for additional assistance; or,
- Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

21. Citizen Participation

The Jurisdiction is subject to the requirements concerning citizen participation contained in Federal Regulations at 24 CFR, Part 570.486, Local Government Requirements, Part 91.105 and 91.115.

22. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

23. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. The Jurisdiction shall report all perceived or actual conflicts of interest cases to the State for review before financial benefits are given.

24. Environmental Requirements

The Jurisdiction shall comply with the provisions of the National Environmental Policy Act (NEPA) by following the procedures contained in 24 CFR, Part 58. The Jurisdiction shall not undertake any activity that would have an adverse environmental impact or limit the choice of reasonable alternatives under 24 CFR, Part 58.22 until HUD or the Department has issued an environmental clearance.

25. Equal Opportunity

The Civil Rights, Housing and Community Development and Age Discrimination Acts Assurances

During the performance of this agreement , the Jurisdiction assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits , or be subjected to discrimination based on race, color, national origin, sex , age , handicap, religion , familial status , or religious preference, under any activity funded by this Agreement , as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended , the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

Rehabilitation Act of 1973 and the "504 Coordinator"

The Jurisdiction further agrees to implement the Rehabilitation Act of 1973, as amended , and its regulations , 24 CFR, Part 8, including, but not limited to, for Jurisdiction's with fifteen (15) or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator."

The Training, Employment and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance

The activities(ies) to be performed under this Agreement are subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR, Part 135.34(a)(2) .

The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The Jurisdiction will include these Section 3 clauses in every contract and subcontract for Work in connection with the activity(ies) and will, at the direction of the Department, take appropriate action pursuant to the contract or subcontract upon a finding that the Jurisdiction or any contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR , Part 135 and , will not let any contract unless the Jurisdiction or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR , Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this

Agreement shall be a condition of the federal financial assistance provided to the activity(ies), binding upon the Jurisdiction , its successors , and assigns . Failure to fulfill these requirements shall subject the Jurisdiction, its contractors and subcontractors and its successors, to such sanctions as are specified by 24 CFR, Part 135 and those sanctions specified by this Agreement.

Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or More

The Jurisdiction hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Jurisdiction furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

26. Flood Disaster Protection

This Agreement is subject to the requirements of the Flood Disaster Protection Act (FDPA) of 1973 (Public Law 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under FDPA, Section 3 (a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to FDPA, Section 102(d) of said Act.

The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of FDPA, Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.

These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under FDPA, Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

27. Federal Labor Standards Provisions

The Jurisdiction shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

- Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

- "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) prohibits any person from providing, attempting to provide, or offering to provide any kickback ; (2) soliciting, accepting, or attempting to accept any kickback; or (3) including directly or indirectly, the amount of any kickback prohibited by clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.
- Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one to one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5) are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Jurisdiction shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

28. Procurement

The Jurisdiction shall comply with the procurement provisions in 24 CFR, Part 85.36: Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.

29. Non-Performance

The Department shall review the actual National Objective and/or Public Benefit achievements of the Jurisdiction. In the event that the National Objective and/or Public Benefit requirements are not met, the Department will require the recapture of the entire PI expended on that project/activity. Additional remedies may include suspending the Jurisdiction's authority to use PI funds until the Jurisdiction has developed capacity to ensure future PI funds will be used for eligible activities that will meet a National Objective.

30. Relocation, Displacement, and Acquisition

The provisions of the Uniform Relocation Act, as amended, 49 CFR, Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 shall be followed where any acquisition of real property is carried out by the Jurisdiction and assisted in whole or in part by funds allocated by CDBG.

31. Uniform Administrative Requirements

The Jurisdiction shall comply with applicable Uniform Administrative Requirements as described in 24 CFR, Section 570.502, including cited Sections of 24 CFR, Part 85.

32. Section 3

The Jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing Regulations at 24 CFR, Part 135.

33. Affirmatively Furthering Fair Housing

The Jurisdiction will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the Jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

34. General Contract Conditions

The following conditions apply to all activities, including set aside activities. The Jurisdiction must meet the conditions within ninety (90) days of this Agreement's execution. Failure to meet the following Special Conditions may result in termination of this Agreement.

Environmental Compliance

The Jurisdiction shall have satisfied all National Environmental Policy Act (NEPA) requirements and California Environmental Quality Act (CEQA) requirements. CEQA shall be approved by the Jurisdiction. The level of compliance varies by activity. NEPA review must be completed by the Jurisdiction for each activity and approved in writing by Department staff prior to incurring costs on the activity(ies).

Acquisition/Relocation Compliance

The Jurisdiction must document its compliance with the Uniform Relocation Act, Section 104(d) before release of funds by the Department. The Jurisdiction must submit a specific relocation assistance plan for each activity which may result in temporary or permanent displacement. For projects where there will be temporary or permanent displacement, the Jurisdiction must submit signed General Information Notices (GINs) from each tenant who was residing in the project at the time of Application submittal. If the Jurisdiction believes that there will be no displacement as a result of their activities, they must submit a letter explaining why no displacement or relocation will occur, **which will** be subject to written approval by the Department.

Site Control

The Jurisdiction shall demonstrate site control of the proposed project property by submitting evidence of one or more of the following to the Department:

- Fee title;
- A leasehold interest on the project property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit compliance with all Program requirements ;
- An option to purchase or lease;
- A disposition and development agreement with a public agency;
- A land sale contract , or other enforceable agreement for the acquisition of the property;
or,

- All easements and right-of-ways (required for completion of the CDBG project) must be obtained.

Funding Commitments and Project Cost Estimates

All funding required for project completion must be documented and committed. If all funding is not committed, the Department shall terminate this Agreement. If the Jurisdiction has applied for other funding prior to the execution of this Agreement, the Jurisdiction must notify the Department as soon as that application is approved or denied. If the Jurisdiction must apply for other funding after the execution date of this Agreement, the Jurisdiction must apply at the earliest possible opportunity offered by the other funding source(s) and notify the Department as soon as that application is approved or denied.

A current third-party cost estimate must be provided by the engineer or architect for the project.

Activity Administration Documentation

There are four methods of administering and/or completing RLA activities:

- Use of in-house staff only;
- Sub-recipient agreement(s) with qualified non-profit(s);
- Consultants/contractors/others obtained through federal procurement procedures; and,
- Any combination of the above methods.

The Jurisdiction must provide the following documentation demonstrating that one or more of these methods were used for the GA of the RLA and for all activities carried out under this Agreement.

Use of in-house staff only: If not previously provided in the Application, submit staff resumes and duty statements that clearly identify that Jurisdiction staff has capacity and experience to complete administration of the proposed activities in the Application.

Sub-recipient agreement(s) with qualified non-profit(s): Sub-recipients and their respective agreements with the Jurisdiction must adhere to all Program requirements. Submit the Sub-recipient agreement that was executed between the non-profit and the City of Brawley. (Submitting draft documents for review prior to execution is recommended.) The scope of work in the Sub-recipient agreement must match the description of activity in this Agreement. Any parts of the activity description in this Agreement not covered by the Sub-recipient agreement must have separate procurement information. If the Sub-recipient is using CDBG funds to hire other consultants or sub-recipients to do part or all of the Work then the procurement documentation or additional Sub-recipient agreements must be provided to the Department for review and approval.

Consultants: Submit procurement documentation that all third-party consultants are procured in accordance with Federal Procurement Procedures and the Grant Management Manual, as follows:

A copy of the document used to notify prospective consultants, such as a Request for Proposal or similar document.

A list of all bid respondents showing respondents contact information and the dollar amount of each proposal.

A brief description of the process used to select the consultant/contractor/other, including the rationale for the selection.

Additional information may be found in the Grant Management Manual, Program Operators.

Compliance with All Loans and/or Grant Agreements

Pursuant to this Agreement, the Jurisdiction must comply with State and Federal Laws and Regulations that pertain to matters applicable to the Jurisdiction. Prior to disbursement of any funds under this Agreement, the Jurisdiction shall be in compliance with all loan and/or grant agreements to which it is a party, which are administered by the Department.

Easements and Rights-of-Way

If required for the completion of a CDBG project, the Jurisdiction must obtain all easements and rights-of-ways required for completion of the CDBG project within twelve (12) months of execution of this Agreement. Failure to obtain these may result in termination of this Agreement.

Section 504 Accessibility Requirements

- Section 504 Regulations apply when CDBG funds are used on a new construction housing or public facility project or when an existing public facility or housing project with fifteen (15) or more units is being purchased and/or "substantially" rehabilitated. Qualified CDBG assisted housing projects are required to have a certain percentage of the unit's designed for and accessible to persons with mobility and sensory impairments.
- For a federally assisted new construction housing project, Section 504 requires five percent (5%) of the dwelling units, or at least one unit, whichever is greater, to meet Uniform Federal Accessibility Standards or a standard that is equivalent or stricter, for persons with mobility disabilities. An additional two percent (2%) of the dwelling units, or at least one unit, whichever is greater, must be accessible for persons with hearing or visual disabilities.
- Under Section 504, alterations are substantial (i.e. substantially rehabilitated) if they are undertaken to a housing project that has 15 or more units and the cost of the alterations is seventy-five percent (75%) or more of the replacement cost of the completed facility; and require that a minimum of five percent (5%) of the dwelling units, or at least one unit, whichever is greater, shall be made accessible to persons with mobility disabilities and an additional two percent (2%) of the dwelling units, or at least one unit, whichever is greater, shall be made accessible to persons with hearing or visual disabilities.
- The Jurisdiction shall provide documentation satisfactory to the Department verifying that the required housing units or public facility described in the project comply with the accessibility standards. CDBG funds will not be released until the necessary documentation is provided. All CDBG funded programs must, to the greatest degree possible, be conducted in buildings which meet Section 504 accessibility standards.

Grantee's Data Universal Numbering System (DUNS)

The Jurisdiction shall provide the Department with a DUNS number for any contractor or subcontractor prior to release of any funds under this Agreement.

35. Community Development Activity Conditions

Homeownership Assistance

If the Work to be performed under this Agreement involves Homeownership Assistance, the following additional special conditions apply:

Program Guidelines: The Jurisdiction must submit a copy of its Homeownership Assistance Program Guidelines and its PI Re-Use Plan to the Department for review and approval within ninety (90) days of the execution date of this Agreement.

If the Jurisdiction proposed to assist homebuyers to purchase newly constructed units in its CDBG application under the Homeownership Assistance activity, the following requirements must be met:

- The units must have been available for sale to the general public;
- Development of the new subdivision must not be dependent upon the funding of the homebuyer loan;
- CDBG funds shall not be used for construction; and,
- Homeownership Assistance loans will not be approved prior to the foundation of the housing being in place.

Housing Rehabilitation

If the Work to be performed under this Agreement involves Housing Rehabilitation, the following additional special conditions apply:

- Program Guidelines: The Jurisdiction must submit a copy of its Housing Rehabilitation Program Guidelines and its PI Re-Use Plan to the Department for review and approval.
- Affordable Rent: If the Jurisdiction's Housing Rehabilitation Program provides for rehabilitating rental properties, the Jurisdiction must submit to the Department its provisions for assuring affordable rent for the LMI occupants. Jurisdiction may include this information as part of the Housing Rehabilitation Program Guidelines.

36. Economic Development Activity-Specific Conditions

Restrictions on CDBG-Assisted Public Property

CDBG funds can be used by the Jurisdiction to purchase or rehabilitate public property. The change of use of real property provisions contained in 24 CFR 570.489(i) apply to real property within the unit of general local government's control (including activities undertaken by sub-recipients), which was acquired or improved in whole or in part using CDBG funds in excess of the threshold for small purchase procurement (currently \$100,000). The restrictions shall apply from the date CDBG funds are first spent for the property until five (5) years after completion of the project. See the Federal Regulations for the full text of this regulation. The Jurisdiction must provide documentation of proper restriction on assisted property.

Business Assistance Activity

Jurisdictions implementing Business Assistance (BA) Loans, shall submit program guidelines that ensure compliance with CDBG underwriting requirements as described in 24 CFR 570, Appendix A , "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements" and with public benefit requirements contained in 24 CFR 570.482(f) .

Jurisdictions implementing a BA loan shall provide a written Employment Agreement required to be executed between the Jurisdiction and the business owner [requirements of the Employment Agreement are described in 24 CFR 570.506 (b), (5), and (6)]. The written Employment Agreement must include a commitment by the business that the jobs are to be created or retained by the termination date of this Agreement and that at least fifty-one percent (51%) of all jobs created or retained (on a FTE basis) will be held by LMI persons. The Employment Agreement shall specify that, prior to receiving assistance, the business shall agree to:

- Provide a listing, by job title, of the permanent jobs projected to be created;
- Identify which jobs , if any, are part-time and the annual hours of work for each position ;
- Identify which jobs are projected to be filled by LMI; and,
- Provide periodic reporting (semi-annual) not limited to: listing jobs, by job title, of all the permanent jobs actually filled, and which of those jobs are held by members of the LMI.

Required Agreements for Assisted Businesses

The Jurisdiction shall execute a written agreement between the Jurisdiction and the business receiving CDBG funds (loans or grants) under this Agreement to ensure compliance with CDBG State and federal regulations. The written agreement shall contain language to ensure each business complies with the terms of this Agreement , Exhibit A, as well as each of the criteria as set forth in 24 CFR 570.506 (b)(4) and (c).

Each agreement between the Jurisdiction and the business(es) shall be submitted to the Department for review and written approval, prior to execution by the business and the City of Brawley.

Each agreement shall require the business to report employee information periodically (semi-annual) to the Jurisdiction. The report shall list each job position by job title and number of annual hours worked and LMI status. The report shall list all the permanent jobs actually created or retained, and identify which of those job positions are held by members of the LMI. Additionally, the report shall include the demographics of job holders (ethnicity/race, disability, status, gender, and head of household status).

Each agreement shall require the business(es) submit a Data Universal Numbering System (DUNS) number and be verified as not being on the current federal debarred list, prior to receiving any CDBG financial assistance . The agreement shall require proof of proper insurance for secured collateral and protecting the Jurisdiction. The agreement shall reference this Agreement between the Department and the Jurisdiction. The agreement shall contain all other special conditions as directed by the Department or local loan committee. The agreement shall include but is not limited to the following conditions:

- Maintaining a specific annual debt service level; and,
- Requiring a quarterly review of the businesses financial statements with the owner and accounting staff.

37. Community and Economic Development Planning Activities

Non-Implementation Activity

In some cases, the Department may allow a Jurisdiction to first complete a Household Income Survey and/or a Market Study in order to document low-income benefit for the proposed study. In such cases, the Jurisdiction must conduct the survey according to CDBG standards and submit the survey for review and written approval by the Department, prior to initiating any further study activities. All Non-Implementing/Planning Activities pursuant to this Agreement must be funded with PI General Administration (PI GA).

Implementation Activity

Implementation Activities are not permitted under this Agreement using PI GA funds.

Certified Approving Resolution Is Attached

I certify that the foregoing is true and correct, and will follow all requirements of this agreement. I understand that my certification also acknowledges that serious compliance issue with the above requirements could result in the State suspending City of Brawley authority to expend PI or may require City of Brawley to return unused PI to the State until the City of Brawley clears the serious compliance issues.

Signature of Authorized Representative

Date Signed

Rosanna Bayon Moore, City Manager

Name and Title of Authorized Representative

Signature of CDBG Section Chief

Date Signed

Name of CDBG Section Chief

RESOLUTION NO. 2014-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, REVISION OF THE PROGRAM INCOME REUSE PLAN FOR THE STATE COMMUNITY BLOCK GRANT PROGRAM (CDBG).

BE IT RESOLVED, by the City Council of the City of Brawley as follows:

SECTION 1: The City Council has reviewed and hereby approves the changes to the City of Brawley Program Income Re-Use Plan.

SECTION 2: The City Council has determined that citizen participation requirements were met during the revision of this plan.

SECTION 3: The City Manager is hereby authorized and directed to act on the City's behalf in all matters pertaining to this plan.

SECTION 4: If the plan is approved, the City Manager is authorized to sign any subsequent amendments with the State of California for the purposes of this plan.

APPROVED, PASSED AND ADOPTED, at a regular meeting of the Brawley City Council held on the 18th day of February, 2014.

CITY OF BRAWLEY, CALIFORNIA

Don C. Campbell, 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. 2014- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 18th day of February, 2014 and that it was so adopted by the following roll call vote: m/s/c Wharton/Noriega 5-0

AYES:
NOES:
ABSTAIN:
ABSENT:

DATED: February 18, 2014

Alma Benavides, City Clerk

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA

County of Imperial

I am a resident of the County aforesaid;
I am over the age of eighteen years, and
not a party to or interested in the above
entitled matter. I am the principal clerk*
of the printer of the

IMPERIAL VALLEY PRESS

a newspaper of general circulation,
printed and published daily in the City of
El Centro, County of Imperial and which
newspaper has been adjudged a
newspaper of general circulation by the
Superior Court of the County of Imperial,
State of California, under the date of
October 9, 1951, Case Number 26775;
that the notice, of which the annexed is
a printed copy, has been published in
each regular and entire issue of said
newspaper and not in any supplement
thereof on the following dates, to-wit:

February 4

all in the year 2014.

I certify (or declare) under penalty of
perjury that the foregoing is true and
correct.

ABunch
SIGNATURE

* Printer, Foreman of the Printer, or
Principal Clerk of the Printer

Date February 4 2014
at El Centro, California.

This space is for the County Clerk's
Filing Stamp:

Proof of Publication of:

NOTICE OF PUBLIC HEARING

Notice of Public Hearing to be held by the City Council of the City of Brawley at 6:
after on the 18th day of February, 2014 in the Council Chambers located at 383
California 92227.

The purpose of the Public Hearing is to solicit comments regarding:

- 1) The approval of a resolution for the City's revision of the State Community
Grant Program Income Reuse Plan. The purpose of this plan is to establish policy
dures for the administration and utilization of program income.

All interested persons and groups are invited to attend and express any comments
made orally, or may be submitted in writing to the office of the City Clerk, 383 Main
ifornia 92227, prior to said meeting. The reports and the public information file an
at the office the City Clerk between the hours of 8:00 - 5:00 pm, Monday through
formation, please contact the Community Development Services at (760) 344-8622

Handicapped access is provided. The City of Brawley does not discriminate in ho
on the basis of race, religion, sex, age, national origin, disability or handicap. If as
participate in the Public Hearing, please contact the City Clerk.

NOTICIA DE UNA AUDIENCIA PUBLICA

Se avisa que una audiencia publica se llevara acabo ante el Concilio de la Ciudad
de febrero, 2014 a las 6:00 de la tarde o pronto despues de eso, en la Camara del
383 Calle Main, Brawley, California 92227.

La razón de la audiencia publica es para solicitar comentarios tocante a:

- 1) La aprobación de una resolución de la revisión del plan de reuso de fondos
del desarrollo de la comunidad. El propósito de este plan es establecer una poliza
para la administración y utilización de los ingresos de programa.

Personas interesadas podrán asistir a la audiencia y hacer sus comentarios. Perso
asistir podrán dirigir sus comentarios por escrito a la Secretaria Municipal ubica
Street, Brawley, California 92227 antes de la audiencia. Los documentos y el arc
publica se pueden revisar en la oficina de la Secretaria Municipal entre las horas
pm de lunes a viernes. Para mas información, favor de ponerse en contacto
desarrollo de la comunidad al (760) 344-8622.

Se proporciona acceso para incapacitados. La Ciudad de Brawley no discrimina er
contra cualquier persona por razón de su raza, religion, sexo, origen nacional, li
mental, la presencia de niños menores de 18 años. Si necesita asistencia para p
encia publica, contacta a la persona indicada.

PUBLISH: IV PRESS
February 4, 2014

L670

F4



Agreement on Salton Sea Stabilization and Restoration

On Oct. 22, 2013, the boards of Imperial Irrigation District, Imperial County and the County Air Pollution Control District, each approved a Memorandum of Understanding binding the parties to collaborate on a strategy to assist in the restoration of the Salton Sea – California's largest inland lake that is threatened by decreasing water inflows. The MOU comes 10 years after the parties were on opposing sides of litigation concerning water transfers from Imperial Valley to California's coastal communities and the impact of these transfers on the Salton Sea and surrounding communities.

THE MOU IDENTIFIES NUMEROUS AREAS OF SHARED CONCERN related to the Salton Sea, including:

- The end of mitigation water at the end of 2017, which will hasten the sea's decline;
- Human health consequences resulting from the increased air pollution that will occur as the sea dries up, which may result in federal sanctions and economic harm; and
- Uncertainty of funding to initiate restoration from the state and federal government; and
- The need for sufficient water for Imperial County agricultural, municipal and industrial uses.

To address these concerns, the MOU commits the parties to undertake a number of actions designed to advance the development of the significant renewable energy assets at the sea, which will generate funding to bolster the state's efforts to meet its funding obligation for restoration:

- Work cooperatively to develop geothermal, wind, algae and solar energy in the Known Geothermal Area and around the Salton Sea to generate local restoration funds;
- Jointly pursue a state commitment to build and fund a transmission line with export capacity of 1,400-1,700 megawatts to transport energy from the KGRA to load centers throughout the state;
- Create an opportunity with private developers can propose projects on IID-owned land and pledges the use of IID's land and mineral assets to generate funding;
- Work with the Salton Sea Authority to update its restoration plan consistent with updated inflow estimates and projected revenue;
- Jointly pursue a strategy to secure funding and supportive actions from the state and federal governments, including the pledging of land assets, adoption of an energy surcharge at Hoover Dam and acknowledgment that using water for mitigation and restoration at the Salton Sea is a reasonable and beneficial use;
- Affirm that no further water transfer agreements will be entered into and that IID will withdraw its petition with the State Water Resources Control Board to end mitigation flows sooner than the end of 2017;
- Coordinate activities on air quality matters;
- Evaluate the development of alternative water supplies locally and encourage coastal communities to pursue desalinization; and
- Preserve IID's energy balancing authority.





Frequently Asked Questions

Memorandum of Understanding Salton Sea Stabilization and Restoration

WHY DID THE COUNTY OF IMPERIAL, THE IMPERIAL IRRIGATION DISTRICT AND THE COUNTY AIR POLLUTION CONTROL DISTRICT ENTER INTO THIS AGREEMENT?

The parties developed this agreement to formalize goals and commitments that, when taken together, will enable them to pursue strategies to leverage the renewable energy resources at and around the Salton Sea as a means by which to avoid public health, environmental and economic consequences that will occur if the sea shrinks at an accelerated rate after 2017.

IS THE MOU LEGALLY BINDING?

This agreement binds the parties to working collaboratively to meet the specified goals and uphold certain obligations through Dec. 31, 2017, when the mitigation inflows of water to the Salton Sea will cease. This MOU is not intended to be affected by any settlement or judgment related to the Quantitative Settlement Agreement.

WHAT DOES THE MOU SAY ABOUT WATER TRANSFERS AND WATER SUPPLIES?

IID will not take any action that would result in any additional water transfers, and both IID and the County will vigorously oppose any efforts by another entity to effectuate such an outcome.

Within 90 days from the effective date of this MOU, IID will withdraw its petition filed with the State Water Resources Control Board in October 2011 to modify the 2002 Order issued by the Control Board. This order sets forth schedules for (1) water transfers from IID to the San Diego County Water Authority, the Metropolitan Water District of Southern California and the Coachella Valley Water District; and (2) replacement water sent to the Salton Sea to mitigate the impacts of the water transfers.

The parties also will explore whether any alternative water supplies can be developed for agricultural, municipal, industrial, and environmental uses to minimize the impacts of Colorado River water shortages and to sustain the Salton Sea as contemplated under a viable restoration plan.

WHAT AIR QUALITY ISSUES ARE AT STAKE?

The exposure of dried lakebed will be accelerated after 2017, when replacement (or mitigation) water ceases to be delivered to the Salton Sea. This receding shoreline will result in increased amounts of dust and air pollution to such a degree that the public health (especially children, the elderly and those suffering from asthma or bronchitis) will be at serious risk. The parties pledge to cooperate with each other (including sharing costs) to meet federal air quality standards and to avoid economic penalties (including the potential loss of millions of dollars in federal transportation funding).

HOW WILL THE PARTIES DEVELOP A VIABLE RESTORATION PLAN FOR THE SALTON SEA?

The parties pledge to work with the Salton Sea Authority to update its 2006 restoration plan (or possibly develop a new plan) consistent with revised estimates of water inflows and funding sources. The parties believe that such a plan will be scaled to a smaller, but sustainable Sea and a restoration plan less costly than what the State adopted in 2006. In September, Governor Jerry Brown signed Assembly Bill 71 by Assemblyman V. Manuel Perez, under which the Authority will lead a funding and feasibility study for Salton Sea restoration and coordinate with the California Resources Agency on restoration efforts.

WHAT ARE THE GOALS FOR THE DEVELOPMENT OF THE RENEWABLE ENERGY RESOURCES?

The parties pledge to work together to develop geothermal, solar, wind and algae in the Known Geothermal Resource Area and around the Salton Sea. IID pledges the use of its land and mineral assets toward this end, and will establish an "open season" when renewable energy developers can bid for projects.

The parties also pledge to work together to plan, secure funding and build a new transmission line interconnecting IID's system with the export capacity of 1,400-1,700 megawatts to transport renewable energy to load centers throughout the state.

WHAT EXPECTATIONS DO THE PARTIES HAVE REGARDING THE ROLES AND RESPONSIBILITIES OF THE STATE AND FEDERAL GOVERNMENTS?

The parties expect California to fulfill its statutory obligation to appropriate funds to restore the Salton Sea. But the parties will endeavor to generate local funds to bolster the state's financial support through development of renewable energy projects in the KGRA and around the Salton Sea. The parties also expect cooperation from federal, state and local agencies to help fund and build the new transmission line and help secure power purchase agreements with utilities.

The parties also hope the state and federal government will allow its land at the Salton Sea to be used for development of renewable energy and explore other opportunities to generate new funding sources for a viable restoration plan.



**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF IMPERIAL, IMPERIAL
COUNTY AIR POLLUTION CONTROL DISTRICT AND IMPERIAL IRRIGATION DISTRICT
CONCERNING SALTON SEA STABILIZATION AND RESTORATION**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on this 24th day of October, 2013 ("Effective Date"), by and between the **County of Imperial**, a political subdivision of the State of California, and the **Imperial County Air Pollution Control District** ("Air District"), a county air pollution control district, referred to collectively as ("County") and **Imperial Irrigation District** ("IID"), a California irrigation district. County and IID may be referred to herein individually as "Party" or collectively as the "Parties."

WHEREAS, the inflow of water to the Salton Sea is currently decreasing; and

WHEREAS, when the QSA mitigation water delivered to the Salton Sea ends on December 31, 2017, inflow of water to the Salton Sea will dramatically decrease and, without restoration, will quicken the decline of the Salton Sea; and

WHEREAS, while the State of California ("State") is obligated to pay for restoration costs at the Salton Sea pursuant to Fish & Game Code § 2931 *et seq.*, the State has not appropriated all of the necessary funding, and until it does, the Salton Sea is at risk of irreversible damage and destruction; and

WHEREAS, the Parties desire to work together and take cooperative actions to further Salton Sea restoration and to support the Salton Sea Authority ("SSA") in such restoration efforts, which would protect public health and the environment at the Salton Sea and the surrounding Imperial County and Riverside County communities; and

WHEREAS, the Parties also desire to develop renewable energy resources and necessary infrastructure around the Salton Sea area to generate funding for its restoration. It is the Parties' intention that these funds be used to bolster the State's efforts in meeting its obligation to fund restoration. State appropriation would still be required, albeit less, to meet this restoration obligation; and

WHEREAS, the Parties agree that sufficient water for Imperial County agricultural, municipal and industrial uses is a critical and an indispensable priority. After these needs are satisfied, Colorado River water will be an essential part of stabilization and restoration of the Salton Sea; and

WHEREAS, this MOU is intended to survive and continue beyond final resolution of the QSA Coordinated Cases. The Parties do not intend for this MOU to be affected by or be dependent upon any particular outcome, result, settlement or judgment of the QSA Coordinated Cases.

For good and valuable consideration, the Parties agree as follows:

1. **No Future Transfers.**

IID will not take any action nor enter into any agreement that would result in any additional water transfers. IID and County will vigorously oppose any effort by any entity to do so.

IID agrees to withdraw its pending Petition for Change of the State Water Resources Control Board Revised Order WRO 2002-0013. IID agrees to withdraw the Petition within ninety days of the Effective Date of this MOU.

2. **Damage to the Salton Sea Will be Severe.**

When QSA mitigation water delivered to the Salton Sea ends on December 31, 2017, dramatically decreased inflows of water to the Salton Sea will lead to decline of the Salton Sea more quickly unless a restoration plan is determined, funded and implemented. The decreased inflows will expose playa and result in increased amounts of dust and air pollution known as PM₁₀ that are harmful to public health and the environment. PM₁₀ causes serious health risks for everyone, especially children, the elderly and those suffering from asthma or bronchitis. The Salton Sea's receding shoreline will create substantial negative ramifications to fish, birds and other wildlife habitat.

Any increased levels of PM₁₀ will make it difficult to reach attainment of the National Ambient Air Quality Standards ("NAAQS"). If Imperial County does not timely reach and maintain attainment, the U.S. EPA could impose sanctions that could freeze millions of dollars of federal transportation funding and increase PM₁₀ offset costs for new and expanding businesses. Such sanctions will effectively devastate economic development in Imperial County, which already has the highest unemployment in the State and at times in the Nation.

Air Quality. IID recognizes the Clean Air Act requires Imperial County to attain and maintain the PM₁₀ NAAQS and that the Air District is the sole entity statutorily responsible for establishing requirements to reach attainment for PM₁₀ emissions and comply with the other Clean Air Act requirements. The Air District may need to, among other things, develop and adopt a new State Implementation Plan ("SIP") that addresses the emissions caused by the receding Salton Sea, develop and adopt annual network ambient air quality monitoring plans, operate ambient air quality monitors and adopt, implement and enforce new rules. The Parties desire to work together to avoid the possibility of U.S. EPA-imposed sanctions that could freeze certain transportation funding and increase the cost of PM₁₀ emissions necessary for economic development and generation of renewable energy. IID will make good faith efforts to cooperatively work with the Air District with regard to these activities. IID and County shall enter into an MOU to address cost-sharing and details of cooperative efforts with regard to these Air Quality activities.

3. Funding Estimates for Restoration of Salton Sea.

California – Preferred Plan, \$8.9 Billion (in 2006 dollars). The state of California, Secretary for Resources, recommended a preferred plan for restoration of the Salton Sea that will cost an estimated \$8.9 billion in 2006 dollars to construct, but has not appropriated funds for this plan.

County and IID – Salton Sea Authority Restoration Plan, \$2.2 Billion (in 2006 dollars). The Parties endorse and agree to cooperatively work with the SSA toward the implementation of the *Salton Sea Authority Plan for Multi-Purpose Project*, dated July 2006, which the Parties acknowledge should be updated, revised or superseded by a new restoration plan consistent with inflow estimates and projected revenue (“Modified SSA Restoration Plan”) that may result in a smaller but sustainable Salton Sea. The Parties agree that the Modified SSA Restoration Plan shall recognize the Known Geothermal Resource Area (“KGRA”) and provide for recreational uses in Imperial County. Air quality, providing fish and wildlife habitat, recreation, stabilization of the Salton Sea elevation and salinity, and water quality improvement shall serve as the key foundational elements to the Modified SSA Restoration Plan. Notwithstanding, the Parties agree to continue to consider other concepts such as the Sea to Sea Plan.

4. State Obligation to Fund Salton Sea Restoration.

California Fish & Game Code § 2931 declares that “[i]t is the intent of the Legislature that the State of California undertake the restoration of the Salton Sea ecosystem and the permanent protection of the wildlife dependent on that ecosystem.” IID entered into the QSA in reliance upon the State fulfilling its restoration obligation. To date, the State has not yet appropriated the necessary funds to fulfill its obligation to restore the Salton Sea.

It is not the Parties’ intention to relieve the State of this obligation in any way. Rather, it is the Parties’ intention that these local funds be used to bolster the State’s efforts in meeting its obligation to fund restoration and to prevent irreversible damage to the Salton Sea as a result of its delay in appropriating funds.

5. Cooperation in Seeking Federal, State and Local Funding before December 31, 2017.

There is an urgent need to immediately obtain funding from all available local, state, and federal sources because the delivery of the mitigation inflow water to the Salton Sea will end on December 31, 2017.

County and IID will enter into an MOU to work cooperatively to develop geothermal, solar, wind, algae and solar gradient ponds (“Renewable Energy”) in the KGRA and around the Salton Sea and a transmission line to generate local funding for restoration of the Salton Sea. IID pledges the use of its land and mineral assets in the KGRA and the area around the Salton Sea for Renewable Energy development to further Salton Sea

stabilization and restoration activities. IID agrees it will open up a certain period of time during which potential developers within the Renewable Energy development community can bid for development of Renewable Energy projects on IID-owned property in the KGRA in order to create public-private partnerships that will contribute to Salton Sea stabilization and restoration funding.

In addition, the Parties will jointly pursue a strategy to secure funding and supportive actions from the state and federal government to pay for stabilization and restoration of the Salton Sea.

The Parties agree to use their best efforts to secure the following from the State:

Fulfillment of its obligation to pay for restoring the Salton Sea; commitment to construct and fund a transmission line; pledging the use of State land at the Salton Sea to support development of Renewable Energy; mitigation of dust at State-owned property at Salton Sea; encouraging desalinization and the development of alternate sources of water to satisfy coastal water needs; and acknowledgement that using water for mitigation and restoration at the Salton Sea is a reasonable and beneficial use.

The Parties agree to use their best efforts to secure the following from the Federal government:

Pledging the use of federally owned land at the Salton Sea for renewable energy; mitigation of dust at federally owned property at the Salton Sea; adoption of an energy surcharge at Hoover Dam; and acknowledgement that using water for mitigation and restoration at the Salton Sea is a reasonable and beneficial use.

6. Transmission Line.

In order to secure sufficient renewable energy resources that will contribute to Salton Sea stabilization and restoration, the Parties agree that a transmission line must be timely constructed. IID and County agree to work cooperatively and utilize their best efforts to jointly pursue a State commitment to build and fund a transmission line interconnecting IID's system for grid reliability with the export capacity of 1,400-1,700 megawatts ("MW") to transport Renewable Energy from the Salton Sea KGRA to the load centers throughout the State. The Parties understand that with this State commitment will come the explicit acknowledgement of up to 1,400 MW of Resource Adequacy under the California Public Utility Commission's Resource Adequacy program and power purchase agreements for an equivalent volume of must-take generation. The Parties recognize that the full build-out of 1,700 MW of Renewable Energy generation may require up to 10 years to be completed. County agrees to cooperatively work with IID on transmission siting.

7. **Energy Balancing Authority.**

The Parties' agreement in pursuit of a transmission line at or near the KGRA under this MOU is intended to memorialize the Parties' common interest in preserving IID as an energy balancing authority, as well as the local rate-setting powers of the IID Board of Directors.

8. **Recognition of Parasitic Load.**

IID and County agree to pursue obtaining necessary approval that would recognize parasitic load (power that is generated by geothermal plants and then consumed to operate such plants) as renewable energy in the IID service area that would count toward IID's renewable portfolio standard.

9. **Alternative Water Supplies.**

The Parties agree that it is desirable to augment, if possible, the water supply available for the agricultural, municipal, industrial and environmental uses, to minimize the impacts of Colorado River water shortages, and to develop an alternative source of water to sustain the Salton Sea under the Modified SSA Restoration Plan.

IID will hire, in consultation with County, one or more consultants at IID's expense to evaluate alternative water supplies to determine whether any alternative water supplies can be reasonably developed, the potential amount of water that can reasonably be expected from each alternative source and, to the extent feasible, expected costs, potential environmental issues and other constraints that will need to be addressed ("Alternative Water Analysis"). The Alternative Water Analysis shall include an evaluation of the potential for an alternative water supply from sea water for use at the Salton Sea and augmenting water supplies with local groundwater resources and reclaimed water.

Based on the Alternative Water Analysis, the Parties will mutually agree which of the alternative water supplies should be pursued. The Parties agree to use their best efforts to secure the alternative water supplies mutually agreed upon. Nothing in this Section shall preclude one Party to independently pursue any alternative water supply at that Party's sole expense or for the Parties to work together to secure other alternative water supplies not included in the Alternative Water Analysis.

The County and IID agree to encourage the State's coastal communities to pursue desalination.

10. **Water Uses.**

The Parties agree that it is necessary to have sufficient water for all agricultural, municipal, industrial and environmental uses within Imperial County.

11. Reasonable and Beneficial Uses of Water.

The Parties agree that Colorado River water is essential to implementing the Modified SSA Restoration Plan. The Parties agree that the United States Department of the Interior and the California State Water Resources Control Board must agree that the use of water for restoring the Salton Sea, and the mitigation of air quality and other impacts at the Salton Sea, constitute reasonable and beneficial uses of Colorado River water under federal and state law.

12. Termination.

Due to critical impact of mitigation inflow water to the Salton Sea ending on December 31, 2017, this MOU may not be terminated on or before January 1, 2018. After January 1, 2018, either Party may terminate this MOU at any time upon an affirmative vote of the governing body of that Party.

13. Default.

Prior to the initiation of any legal action for a default of this MOU, the Parties shall meet to discuss resolution of the alleged default before initiating litigation. Each Party shall bear its own attorneys' fees and costs incurred in connection with meeting to resolve the alleged default, unless the Parties agree in writing otherwise.

14. Cooperation with Other Agencies; Third-Party Beneficiaries.

This MOU envisions working cooperatively with the SSA and other agencies. However, these agencies are not third-party beneficiaries of this MOU, and their non-action is not a breach of this MOU. The Parties do not intend to create rights in or to grant remedies to any third-party as a beneficiary of this MOU.

15. Waiver and Severability.

No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing. In the event there is a final court judgment determining that any phrase, clause, sentence, paragraph, section, article or other portion of this MOU is illegal, null or void, the remaining portions of this MOU shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

16. Integration.

This MOU is intended by the Parties to be the final expression of their agreement with respect to the subject matter of this MOU and the complete and exclusive statement of the terms of this MOU between the Parties, and supersedes any prior understandings between the Parties, whether oral or written.

17. No Limitation on the Parties.

Nothing in this MOU shall be construed to be in derogation of any Party's powers, authority, policies, rules, regulations or codes.

18. Defense of MOU.

In the event that any judicial or electoral challenge to this MOU is brought by a third party ("Third-Party Challenge"), then the Parties agree to cooperate in the defense of such Third-Party Challenge. The Parties shall meet and confer in good faith to agree upon a joint defense of such Third-Party Challenge. The Parties shall each engage their own counsel and each pay for their own attorneys' fees in connection with such Third-Party Challenge.

19. Binding Effect and Representations.

The provisions of this MOU shall be binding upon and inure to the benefit of the Parties and their respective successors. The Parties hereby represent that on and as of the Effective Date of this MOU, each of the Parties have full capacity, right, power and authority to execute, deliver and perform this MOU. The individuals signing this MOU are duly authorized to sign the same on the Parties' behalves and to bind the Parties thereto.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the last date written below.

COUNTY OF IMPERIAL AND IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT:

Dated: October 24, 2013

By: [Signature]
Raymond Castillo, Board Chair

By: [Signature]
Jack Terrazas

By: [Signature]
John Renison

By: [Signature]
Ryan E. Kelley

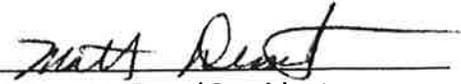
By: [Signature]
Michael W. Kelley

APPROVED AS TO LEGAL FORM:

By: [Signature]
Michael L. Rood, County Counsel

IMPERIAL IRRIGATION DISTRICT:

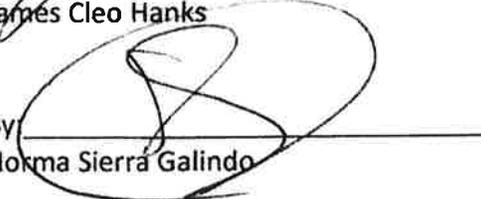
Dated: 24 October 2013

By: 
Matt Dessert, Board President

By: 
Bruce Kuhn

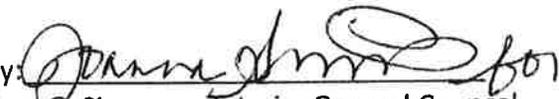
By: 
James Cleo Hanks

By: 
Stephen W. Benson

By: 
Norma Sierra Galindo

APPROVED AS TO LEGAL FORM:

ATTEST:

By: 
Ross G. Simmons, Interim General Counsel

By: 
Gloria A. Rivera, Secretary to the Board

RESOLUTION NO. 2014-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA
IN SUPPORT OF THE SALTON SEA RESTORATION & RENEWABLE ENERGY
INITIATIVE.**

WHEREAS, the Salton Sea is an endangered environmental resource, serving as a key resting stop on the Pacific Flyway for over 400 avian species but facing imminent collapse due to reduced inflows and increasing salinity; and

WHEREAS, in 2002, the state committed through the Salton Sea Restoration Fund Act to being solely responsible for the funding and implementation of a Salton Sea restoration plan to facilitate IID's authorization of the 2003 Quantification Settlement Agreement, a series of agreements which enabled California to live within its 4.4 maf annual Colorado River entitlement; and

WHEREAS, in 2007, the state completed an environmental process identifying Salton Sea restoration alternatives, including an \$8.9 billion preferred alternative that was never acted upon by the Legislature and that has received little to no attention since that time; and

WHEREAS, the continued viability of the 2003 QSA, which authorized the nation's largest agricultural-to-urban water transfer, is influenced by certain commitments the state of California assumed for itself beyond the environmental mitigation funding responsibilities of the participating water agencies; and

WHEREAS, in 2018, the IID water transfer programs at the core of the 2003 QSA will fully transition from fallowing to efficiency-based conservation measures and the mitigation deliveries meant to offset conservation impacts for the first 15 years of the QSA will have ended, resulting in significantly reduced inflows to the Salton Sea and the beginning of dramatic declines in water surface elevation, increased salinity levels and accelerated playa exposure; and

WHEREAS, implementation of Salton Sea restoration will offset the need for many expensive QSA air quality and habitat mitigation requirements; and

WHEREAS, IID and Imperial County entered into a memorandum of understanding on October 24, 2013, aimed at finding a collaborative Salton Sea restoration solution designed to minimize the looming environmental and air quality impacts from the QSA water transfers projected to occur after 2017;

WHEREAS, the MOU is the foundation of the Salton Sea Restoration & Renewable Energy Initiative, which is focused on a smaller but sustainable Salton Sea. Designed around reduced inflows, and taking advantage of the playa in the Known Geothermal Resource Area at the Salton Sea that will be exposed as the shoreline recedes, the initiative proposes the development of renewable energy projects and subsurface mining extraction opportunities to provide a \$3-billion funding mechanism to jump-start restoration; and

WHEREAS, these renewables can serve to provide up to 1,700 megawatts of geothermal baseload energy and countless other renewable generation

opportunities such as solar, wind, solar gradient and other developing green technologies to assist load-serving utilities in meeting California's renewable portfolio standard requirements; and

NOW THEREFORE BE IT RESOLVED that this agency offers its support for the Salton Sea Restoration & Renewable Energy Initiative concept and calls on the state of California to fulfill both its Salton Sea mitigation and restoration responsibilities in order to ensure the continued but transformed status of the Salton Sea as an environmental resource, protect the health and air quality of both the Imperial and Coachella valleys' citizenry, ensure that this region's vital and large-scale agricultural operations remain productive and continue to provide critical food supplies to feed our nation and increase renewable energy production while serving as an economic stimulus to these same disadvantaged communities.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Brawley City Council held February 18, 2014.

CITY OF BRAWLEY, CALIFORNIA

Don C. Campbell, 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. 2014- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 18th day of February, 2014 and that it was so adopted by the following roll call vote:

**AYES:
NOES:
ABSTAIN:
ABSENT:**

DATED: February 18, 2014

Alma Benavides, City Clerk

COUNCIL AGENDA REPORT
City of Brawley

MEETING DATE: 2/18/2014
CITY MANAGER: 

PREPARED BY: Yazmin Arellano, Public Works Director

PRESENTED BY: Yazmin Arellano, Public Works Director

SUBJECT: Proposed Change in Street Sweeping Schedule, Effective 24 February 2014.

CITY MANAGER RECOMMENDATION: Adopt Amendment No. 2 to Solid Waste Disposal and Recycling Franchise Agreement Reflecting a Change in Street Sweeping Schedule.

DISCUSSION: City Council adopted Amendment No. 1 to the Solid Waste Disposal and Recycling Franchise Agreement with Allied Waste Services of Imperial (Allied) on October 1, 2013. Amendment No. 1 incorporated street sweeping services and extended the initial term of the Agreement for a ten year period.

Allied commenced street sweeping operations on January 2, 2014. In an effort to deliver quality street sweeping, Allied has requested to amend the street sweeping schedule so that both sweeping shifts take place during the day without interfering with trash pickup schedules. In addition, the proposed schedule contemplates sweeping of the following areas without interfering with traffic:

- Sweeping around school areas and hospital area completion by 6:00AM
- Main Street sweeping completion by 5:00AM
- City parking lots completion by 5:00AM

Public Works staff reviewed the proposed changes to the schedule listed as Exhibit J and approval is recommended.

FISCAL IMPACT: None

ATTACHMENTS: Amendment No. 2
Exhibit J

**SECOND AMENDMENT TO SOLID WASTE DISPOSAL
AND RECYCLING FRANCHISE AGREEMENT**

This SECOND AMENDMENT TO SOLID WASTE DISPOSAL AND RECYCLING FRANCHISE AGREEMENT ("Amendment 2") is entered into as of February __, 2014, by and between the CITY OF BRAWLEY, a municipal corporation of the State of California ("City") and ALLIED WASTE TRANSPORTATION, INC., a Delaware Corporation, dba ALLIED WASTE SERVICES OF IMPERIAL ("Allied"), with reference to the following recitals:

Recitals

- A. As part of the original Scope of Work, Allied as an exclusive franchise will collect and dispose of for a fee, Solid Waste and Franchised Recyclables from Residential, Commercial and Industrial sites with the City.
- B. Amendment No. 1 provided street sweeping services that commenced on January 1, 2014, along with a Franchise Term that will expire on September 1, 2026.
- C. Amendment No. 1 incorporated a street sweeping schedule listed as Exhibit J.

Amendments to Franchise

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, City and Allied hereby agree that:

- 1. Street Sweeping Schedule Exhibit J is amended with new Street Sweeping Schedule Exhibit J updated February 12, 2014.
- 2. All other items, conditions and stipulations contained in the original Contract shall remain in effect.

CITY OF BRAWLEY

ALLIED

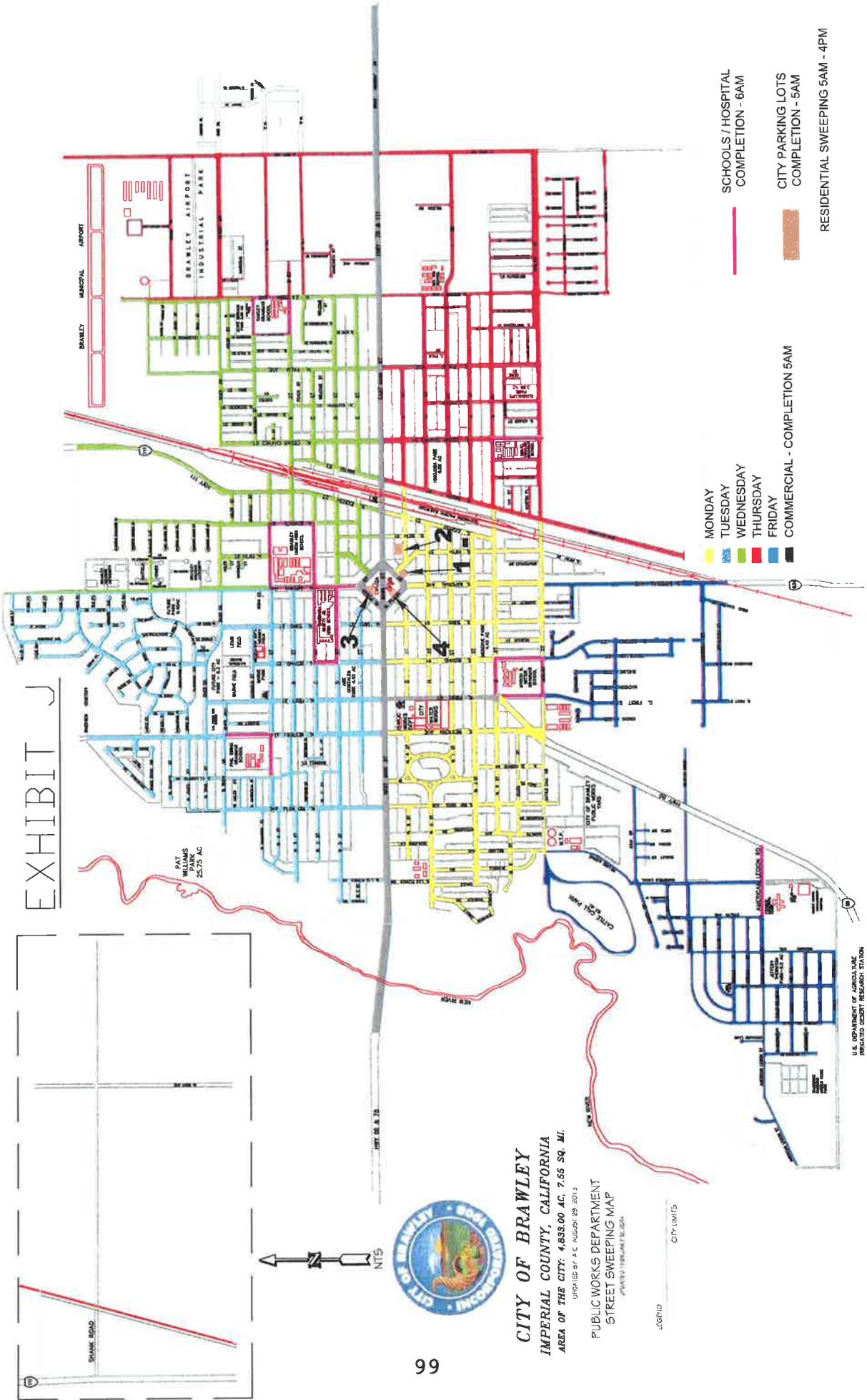
By: _____
Rosanna B. Moore, City Manager

By: _____
Mark Clatt, Authorized Agent

Attest:

By: _____
Alma Benavides, City Clerk

EXHIBIT J

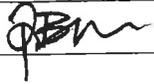


CITY OF BRAWLEY
IMPERIAL COUNTY, CALIFORNIA
AREA OF THE CITY: 4,893.00 AC, 7.55 SQ. MI.

UPGRADED BY A.C. AUGUST 29, 2013
PUBLIC WORKS DEPARTMENT
STREET SWEEPING MAP
APR 2010 THROUGH 10/2014



COUNCIL AGENDA REPORT
City of Brawley

MEETING DATE: February 18, 2014
CITY MANAGER: 

PREPARED BY: Steven Sullivan, Associate Civil Engineer

PRESENTED BY: Yazmin Arellano-Torres, Public Works Director

SUBJECT: Purchase of a Self-Propelled Articulating Boom in the amount of \$119,039, utilizing the National Joint Powers Alliance (NJPA) Purchasing Contract #031710-GII.

CITY MANAGER RECOMMENDATION: Approve the purchase of a Self-Propelled Articulating Boom in the amount of \$119,038.93 using NJPA Purchasing Contract #031710-GII and authorize the City Manager to execute all documentation in relation to this project.

DISCUSSION: The NJPA, on an annual or biannual basis, procures various types of equipment and supplies for members of the organization. As a public agency, the City of Brawley has membership with NJPA. This contract allows the City of Brawley an opportunity to purchase different types of equipment and piggyback on an existing procurement process.

The City of Brawley Public Works Department is requesting the purchase of a Self-Propelled Articulating Boom. The Self-Propelled Articulating Boom will assist City staff in various departments with tree trimming, banners, lighting, and other activities that require an employee to be elevated. The proposed equipment has a maximum platform height of 60 feet and a maximum overall extension of 34 feet. The cost of the equipment is \$119,038.93.

The Equipment Maintenance Fund FY 13/14 budget estimated the purchase of a self-propelled articulating boom for \$25,000 and the purchase of a water truck for \$100,000. With actual costs greater than anticipated and a high demand by most City departments for this particular piece of equipment, the Public Works Department plans to administer the purchase of the self-propelled articulating boom this fiscal year with the allotted budget for both items. It is proposed that a new water truck be purchased in the next fiscal year utilizing funds from the 2013 street sweeper lease and 2007 street sweeper sale for the purpose of dust control mitigation.

FISCAL IMPACT: Expenditure of \$119,039, FY 13/14 Equipment Maintenance Fund Budget, Account 601-803.000-800.400-

ATTACHMENTS: January 28, 2014 Quote from Contract Vendor for the NJPA Purchasing Contract



Customer Purchase Order for John Deere Construction and Forestry Products - USA Deal # 632417

IM0002164A

Customer # 8941003

JOHN DEERE

PURCHASER NAME AND ADDRESS (First Signer)			
NAME (First, Middle, Last)			
CITY OF BRAWLEY			
STREET or RR ATTN FIN DEPT / 400 MAIN ST			
CITY	STATE	ZIP CODE	COUNTY
BRAWLEY	CA	92227	025 IMPERIAL
PHONE NUMBER (760)344-8941		EMAIL ADDRESS	
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME (First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER		EMAIL ADDRESS	

SELLER NAME AND ADDRESS			
DEALER NAME RDO EQUIPMENT CO. - AG			Dealer Account No. 177645
STREET or RR 3275 Hwy 86			
CITY	STATE	ZIP CODE	Date of Order:
Imperial	CA	92251	01/28/2014
Dealer Order No.:	TYPE OF SALE:		
	<input checked="" type="checkbox"/> CASH <input type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE		
PURCHASER TYPE: M Medium Fleet (10-24)		MARKET USE CODE: 43 Sewer/Water	
Add customer to Mailing List (Check One or More)			
<input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
CUSTOMER IS:		Purchaser Acct.:	
<input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		8941003	
<input checked="" type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN			
NO.:			

EXTENDED WARRANTY IS:	LOCATION OF FIRST WORKING USE:	STATE	COUNTY CODE
<input type="checkbox"/> Accepted <input type="checkbox"/> Rejected _____ (Initials)	County <u>Imperial</u> City <u>BRAWLEY</u>	CA	025

QTY	NEW	DEM	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Z60/34 ARTICULATING BOOM,4WD,DIESEL,JIB GENIE			\$110,214.75
					Genie Aritculating Z Boom: Z-60/34 With Jib, 4WD (Includes Optional Equipment) 51hp Perkins Tier 4i, 404D-22, Diesel Alarm Package: Includes Flashing Beacon And Travel Alarm 6ft. Or 8ft. Platform 1/2 Height Mesh Inserts With Swing Gate Light Package: (2) Chassis Mounted Drive Lights And (2) Platform Mounted Work Lights Tool Tray Parts & Service Manuals			
(1) TOTAL CASH PRICE								\$110,214.75

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN OR SERIAL NUMBER	AMOUNT
ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the items(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above products(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The Price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims of a bankruptcy trustee or a buyer in the ordinary course or business, the Purchaser and the Dealer agree that this Purchase is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.			(2) TOTAL TRADE-IN ALLOWANCE	\$0.00
			(3) BALANCE (1-2)	\$110,214.75
			(4) SALES TAX RATE _____ %	\$8,824.18
			(5) ADDITIONAL FEES	
			(6) SUBTOTAL (3 & 4 & 5)	\$119,038.93
			(7) RENTAL APPLIED	
			(8) CASH WITH ORDER	\$0.00
			(9) BALANCE DUE (6-(7 & 8))	\$119,038.93

I (we) hereby grant a security interest to RDO Equipment in the Product.

Self-Propelled Articulating Booms

Z™ -60/34

Specifications

MODEL	Z-60/34	
-------	---------	--

Measurements	US	Metric
Working height maximum*	66 ft 4 in	20.39 m
Platform height maximum	60 ft 4 in	18.39 m
Horizontal reach maximum	36 ft 3 in	11.05 m
Up and over clearance maximum	27 ft	8.23 m
▲ Platform length - 8 ft / 6 ft model	3 ft / 2 ft 6 in	0.91 m / 0.76 m
▲ Platform width - 8 ft / 6 ft model	8 ft / 6 ft	2.44 m / 1.83 m
▲ Height - stowed	8 ft 10 in	2.69 m
▲ Length - stowed	26 ft 9 in	8.15 m
▲ Width	8 ft 1 in	2.46 m
▲ Wheelbase	8 ft 3 in	2.51 m
▲ Ground clearance - center	1 ft 4 in	0.41 m

Productivity

Lift capacity	500 lbs	227 kg
Platform rotation	180°	
Vertical jib rotation	90°	
Turntable rotation	360° continuous	
Turntable tailswing	zero	
Drive speed - stowed	3.0 mph	4.8 km/h
Drive speed - raised**	0.68 mph	1.1 km/h
Gradeability - 2WD - stowed***	25%	25%
Gradeability - 4WD - stowed***	40%	40%
Turning radius - inside	10 ft	3.04 m
Turning radius - outside	19 ft 11 in	6.07 m
Controls	12V DC proportional	
Tires	385/65 D19.5, 12 ply	

Power

Power source	Ford DSG-423 4-cylinder gas/LPG 75 hp (56 kW) Deutz D2011L03i 3-cylinder diesel 48 hp (35.8 kW) Perkins 404D-22 4-cylinder diesel 51 hp (38.0 kW)	
Auxiliary power unit	12V DC	
Hydraulic tank capacity	45 gal	170.3 L
Fuel tank capacity	20 gal	75.7 L

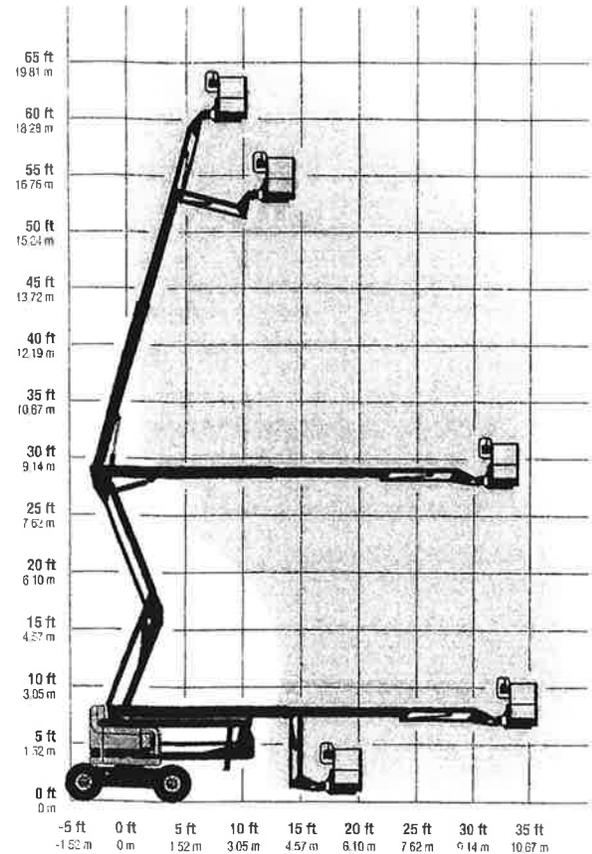
Weight****

22,520 lbs	10,215 kg
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Standards Compliance

ANSI A92.5, CSA B354.4, EN 280, AS 1418.10

Range Of Motion Z-60/34

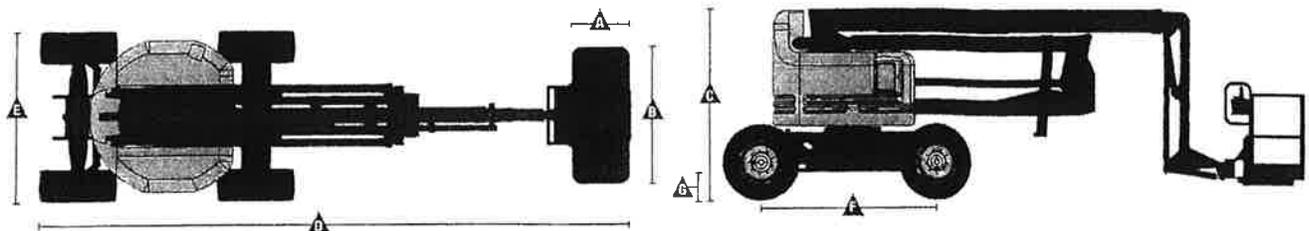


* The metric equivalent of working height adds 2 m to platform height. U.S. adds 6 ft to platform height.

** In lift mode (platform raised), the machine is designed to operate on firm, level surfaces only.

*** Gradeability applies to driving on slopes. See operators manual for details regarding slope ratings.

**** Weight will vary depending on options and/or country standards.



Self-Propelled Articulating Booms

Z™ -60/34

Features

Standard Features

Measurements

- 66 ft 4 in (20.39 m) working height
- 36 ft 3 in (11.05 m) horizontal reach
- 27 ft (8.23 m) up and over clearance
- Up to 500 lbs (227 kg) lift capacity

Productivity

- Self-leveling platform
- Hydraulic platform rotation
- Fully proportional controls
- Drive enable
- AC power cord to platform
- Horn
- Hour meter
- Tilt alarm
- Descent alarm
- 360° continuous turntable rotation
- Locking turntable covers
- Zero tailswing
- Positive traction drive
- 2 speed wheel motors

Power

- 12V DC auxiliary power
- Engine protection package
- Anti-restart engine protection
- Auto engine fault shutdown
- Intake air heater (Deutz engine)

Easily Configured To Meet Your Needs

Platform Options

- Steel 8 ft (2.44 m) (standard)
- Steel 6 ft (1.83 m)
- 8 ft (2.44 m) tri-entry**

Jib

- 6 ft (1.83 m) jib boom

Engine Options

- Ford gas/LPG 75 hp (56 kW)
- Deutz diesel 48 hp (35.8 kW)
- Perkins diesel 51 hp (38 kW)

Drive Options

- 2WD
- 4WD

Axle Options

- Active oscillation (standard on 4WD)
- Non-oscillating

Tire Options

- Rough terrain air-filled (standard)
- Rough terrain foam-filled
- High flotation air-filled
- Sealant treated air-filled

Options & Accessories

Productivity Options

- Platform swing gate
- Half mesh platform inserts with swing gate
- Platform top auxiliary rail
- Arc Pro 275™ Heavy-Duty Welder package¹
- Welder Ready package*
- Weld leads to platform
- Hydraulic oil cooler
- Air line to platform
- Biodegradable hydraulic oil
- Aircraft protection package (6ft platform only)
- Deluxe hostile environment package
- Thumb rocker steer
- Tool tray
- Tow package
- Pipe cradle (pair)
- Alarm package
- Panel cradle package*
- Lockable platform control box covers
- Aircraft protection package
- Work light package

Power Options

- Engine gauge package
- AC generator packages (110V/60Hz 220V/50Hz, 3000W)
- Cold Weather Packages
- Diesel scrubber/spark arrestor (catalytic muffler)
- LPG tank 33.5 lbs (15.19 kg) capacity



¹ Available on select models
** Not available on CE machines

Genie United States

18340 NE 76th Street
P.O. Box 97030
Redmond, Washington 98073-9730
Telephone +1 (425) 881-1800
Toll Free in USA/Canada +1 (800)-536-1800
Fax +1 (425) 883-3475

Genie Europe

The Maitings
Wharf Road
Grantham NG31 6BH
UK
Telephone +44 (0)1476 584333
Fax +44 (0)1476 584334
Email: AWP-InfoEurope@terex.com

Distributed By:

Effective Date: January, 2013. Product specifications and prices are subject to change without notice or obligation. The photographs and/or drawings in this document are for illustrative purposes only. Refer to the appropriate Operator's Manual for instruction on the proper use of this equipment. Failure to follow the appropriate Operator's Manual when using our equipment or to otherwise use it responsibly may result in serious injury or death. The only warranty applicable to our equipment is the standard written warranty applicable to the particular product and state and we make no other warranty, express or implied. Product and services listed may be trademarks, service marks or trade names of Terex Corporation and/or their subsidiaries in the USA and many other countries. Genie is a registered trademark of Terex South Dakota, Inc. © 2013 Terex Corporation.



NJPA VENDOR CONTRACT SUMMARY – Terex

DATE May 27, 2010	RFP # # 031710
AWARDED CONTRACT NUMBER <div style="text-align: center; font-weight: bold; font-size: 1.2em;">031710-GII</div>	NJPA RFP TITLE & CATEGORY LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES
CONTRACT PERIOD May 27, 2010 through May 26, 2014	PRICING MODEL LIST LESS %
DESCRIPTION LEARNING ENVIRONMENTS THAT ENGAGE AND INSPIRE STUDENTS OF ALL AGES AND ABILITIES TO LEARN	
VENDOR NAME AND ADDRESS TEREX 601 Arizona Ave NW Huron, SD 57350	VENDOR CONTACT Rusty Pugh Office: 540-529-7808 rusty.pugh@terex.com www.genielift.com

NJPA CONTRACTS CONSIST OF THE FOLLOWING DOCUMENTS Section 2.4“Contract” as used herein shall mean cumulative documentation consisting of the RFP, and entire Bidder’s Response, and fully executed “Acceptance and Award”. <ul style="list-style-type: none"> • <u>Bid Acceptance & Award</u> • <u>Request for Proposal (RFP)</u> • <u>Assignment of Contract</u> • Bidder's Response and Pricing - Available upon request from the NJPA Contract Manager 	RELATED CONTRACT DOCUMENTATION <u>Bid Evaluation</u> <u>Board Minutes</u> <u>Bid Comment & Review</u> <u>Bid Opening Witness Page</u> <u>Affidavit of Advertisement</u>
DOCUMENTATION OF CONTRACT MAINTENANCE <u>Contract Renewal 2013</u> <u>Contract Renewal 2012</u> <u>Contract Renewal 2011</u>	ADDITIONAL INFORMATION:

NJPA INFORMATION

NJPA CONTACT Paul Anderson	TITLE NJPA Contract Manager
PHONE 218-894-5487	EMAIL Paul.Anderson@njpacoop.org
ADDRESS 202 12th Street NE, P.O. Box 219, Staples, MN 56479	WEBSITE www.njpacoop.org

ASSIGNMENT OF CONTRACT

of that certain contract 031710-GII

by and between

The National Joint Powers Alliance® (NJPA®) formerly
located at 200 1st ST NE Staples, MN 56479, and
currently located at 202 12 ST NE Staples, MN 56479

and

GENIE INDUSTRIES Inc. (ASSIGNOR)
located at
18340 NE 76th ST
Redmond, WA 98052

Jointly to

TEREX USA, LLC (ASSIGNEE)
located at
18340 NE 76th ST
Redmond, WA
98052

For the procurement of:

Public Utility Vehicles and/or Services, Apparatus, Equipment and
/or Services

by NJPA on behalf of NJPA Members
nationwide.

Whereas; Assignor desires to assign to Assignee, and Assignee desires to assume the rights and obligations under NJPA Contract #031710-GII relating exclusively to the Assignor's awarded NJPA contract, and

Whereas; Assignee shall assume all rights and obligations under the Contract

Whereas; NJPA® acknowledges and accepts said assignment of contract 031710-GII and labels the new contractual relationship with Terex USA, LLC to be 031710-GII

Now therefore;

The above identified assignment shall be effective as of the date of execution by all parties of this Assignment of Contract. Authorization to execute this document on behalf of the entities identified is

certified by each signor. Delivery and receipt of value is hereby acknowledged by all parties

National Joint Powers Alliance®

By [Signature]

Its. EXECUTIVE DIRECTOR

Dated 8/28/12

GENIE INDUSTRIES, Inc.

By [Signature]

Its. VP NORTH AMERICAN SALES

Dated 8/30/12

TEREX USA, LLC

By [Signature]

Its. VP NORTH AMERICAN SALES

Dated 8/30/12

ANNUAL RENEWAL OF AGREEMENT

Made by and Between

Terex USA, LLC (Vendor)
18340 NE 76th Street
Redmond, WA 98052

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #031710-GIT" for the procurement of Public Utility Vehicles and/or Services, Apparatus, Equipment and/or Accessories and having a maturity date of May 27, 2014, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contract for the period of May 27, 2013 to May 27, 2014.

National Joint Powers Alliance® (NJPA)

By: Susan Nanik, Its: Executive Director

Name printed or typed: Susan Nanik

Date 5/30/13

Terex USA, LLC

By: Tan Savibly, Its: TS

Name printed or typed: Tan Savibly

Date 5/30/13

If you do not desire to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue this contract.

Signature: _____ Date: _____

City of Brawley

Mid-Year 2013/2014 Budget Review

July to December 2013



Purpose

Budget Overview

Review of Significant Funds

Snapshot of Actual vs. Projected

Approved 2013/14 Budget

Beginning Balance	\$18,985,775
Current Revenues	\$64,433,369

Current Expenditures	\$61,625,084
Ending Balance	\$21,794,060

General Fund Reserve Use \$0.00

FY 2013/14 Total City Budget

<u>Approved Budget</u>	<u>Actual Budget</u>	
Revenue	Revenue	
\$64,433,369	\$15,980,083	25%
Expenditure	Expenditure	
\$61,625,084	\$18,340,995	30%

Anticipated Budget Adjustments

- RWQCB Payment 1 of 3, \$333,333.33 – General Fund
- Arson Reward of \$50,000 – General Fund

General Fund (101)

<u>Approved Budget</u>	<u>Actual Budget</u>	
Revenue	Revenue	
\$16,350,363	\$5,391,107	33%
*Amended \$16,366,321		
 Expenditure	 Expenditure	
\$16,350,363	\$7,169,160	44%
*Amended \$16,378,121		

Major Revenue Sources – General Fund Variance (%) & Timing

Property Taxes	56%
<ul style="list-style-type: none"> ▫ Allocated 55% December, 40% April and 5% June ▫ increase from prior year at 53% 	
Triple Flip – Formally referred to as VLF	0%
<ul style="list-style-type: none"> ▫ To be received January and May of the fiscal year ▫ Funds were identified during budget discussion as restricted to Law Enforcement. After further review and discussion with the County the Monies are not restricted VLF funds. 	
Sales & Use Taxes	41%
<ul style="list-style-type: none"> ▫ Received monthly ▫ increase from prior year at 34% 	
Utility Users Tax	48%
<ul style="list-style-type: none"> ▫ Revenue received monthly (all other entity payments received the month following receipt of payment) 	

Preventative Measures for Budget Overruns

- ▶ **Department Head**
 - Review Department specific budgets
 - Prepare Budget Adjustments to adjust for account overages
 - Budget adjustment not to exceed overall budget
 - Unless approved by council action

- ▶ **Finance Department**
 - Review purchase order requests
 - Review revenue and expenditure report
 - Request department to prepare budget adjustment, if necessary
 - Budget adjustment not to exceed overall approved budget
 - Unless approved by council action

Streets - Gas Tax (211)

<u>Approved Budget</u>	<u>Actual Budget</u>	
Revenue	Revenue	
\$831,677	\$464,814	56%
Expenditure	Expenditure	
\$504,821	\$298,244	60%

Streets – Measure D (215)

<u>Approved Budget</u>	<u>Actual Budget</u>	
Revenue	Revenue	
\$6,901,093	\$498,124	7.2%
Expenditure	Expenditure	
\$6,982,142	\$526,281	7.5%

▸ Low % due to funding of \$6 million in LTA projects

Streets Funds Additional Information

- Highway Relinquishment Funds
 - \$3 million dollars approved (total \$9 million)

- Measure D Bonds
 - \$6 million in proposed streets projects
 - Approved in current fiscal year budget

Water Fund (501)

<u>Approved Budget</u>	<u>Actual Budget</u>
Revenue	Revenue
\$7,479,836	\$3,771,035 50%
Expenditure	Expenditure
\$6,406,410	\$2,236,515 35%

Water Fund Additional Information

- ▶ Water Fund Loan from Wastewater Fund - \$1.6 million
 - Payment plan discussed during budget discussion and anticipated annually at year end.
Amount of \$102,307.68 (includes principal and Interest)
- ▶ Current Residential Rates
 - Subject to 2008 Proposition 218 Notice
 - Rates adjusted by CPI (not to exceed 3%)
 - Effective annually – October 15th
- ▶ Current Commercial Rates
 - Subject to 2009 Proposition 218 Notice
 - Rates to be adjusted by CPI (not to exceed 3%)
 - Effective annually – Beginning September 15th

Wastewater Fund (511)

<u>Approved Budget</u>	<u>Actual Budget</u>
Revenue	Revenue
\$6,116,326	\$2,826,587 46%
Expenditure	Expenditure
\$3,779,762	\$1,693,804 45%

Solid Waste Fund (521)

<u>Approved Budget</u>	<u>Actual Budget</u>
Revenue	Revenue
\$1,266,538	\$648,858 51%
Expenditure	Expenditure
\$1,266,538	\$545,904 43%

Airport Fund (531)

<u>Approved Budget</u>	<u>Actual Budget</u>
Revenue	Revenue
\$125,800	\$52,938 42%
Expenditure	Expenditure
\$108,718	\$46,872 43%

Impacts of RDA Wind Down

- **Recognized Obligation Payment Schedules (ROPS)**
 - Schedules are continued to be filed semi-annually
 - Currently, processing ROPS 14-15A
 - July thru December 2014 – Due March 3, 2014
 - At Wind down phase
 - Continue Debt Service Payment obligations
 - Administrative Allowance
- **Long Range Property Management Plan (LRPMP)**
 - Approved by Successor Agency and Oversight Board
 - Currently, in review by DOF
 - No approval yet.
 - No stated current value
 - Working in collaboration with Urban Futures to revise report with required information.

Questions.....



RECORD OF BUILDING PERMITS

January 2014

Prepared by: Francisco Soto, Building Official

Prepared As of: 02-11-14

DATE ISSUED	PERMIT NUMBER	PERMIT DESCRIPTION	ASSESSOR PARCEL NUMBER	ADDRESS	OWNER	ISSUED TO	COST OF IMPROVEMENTS
01/02/14	25064	Electrical	047-180-008	1658 River Drive, #B	Troy Paine	Owner	N/A
01/02/14	25065	Electrical	046-171-012	149 W. "C" Street	Mary Velasco	Owner	N/A
01/03/14	25066	Electrical	048-034-005-000	408 W. "G" Street	Liz Machado	Wasser Construction	N/A
01/03/14	25067	Mechanical	047-453-014	678 S. 16th Street	Maria Guillen	Arctic Air	N/A
01/06/14	25068	Electrical	046-191-006-000	342 W. "D" Street	Tina Carroll	Owner	N/A
01/06/14	25069	Remodel Church	047-302-008	325 N. Eastern Avenue	Jehovah's Witness	Owner	461,117.00
01/06/14	25070	Tenant Improvement	046-260-049-000	435 W. Main Street	RLH Corp./Snap Fitness	Mill Construction	58,500.00
01/06/14	25071	Remodel House	048-141-008-000	116 W. "I" Street	Andy Krutzsch	Trade Mark Construction	25,200.00
01/08/14	25072	Right of Way	049-102-010-000	954 "I" Street	Emma McGuire	Owner	N/A
01/09/14	25073	New Restaurant	048-430-01	1020 S. Brawley Avenue	GEMBO, Inc./Burger King	C&R Development	740,000.00
01/09/14	25074	Right of Way	046-182-015&007	Adj. 304 "D" Street	City of Brawley	Pyramid Construction	N/A
01/10/14	25075	Plumb/Elect/ROW	047-293-031	1176 "B" Street	Omar Franco	Owner	N/A
01/15/14	25076	Electrical	048-260-014	755 Brawley Avenue	Andres de la Trinidad	Owner	N/A
01/16/14	25077	Electrical	046-213-003	385 "D" Street	Brawley Elementary School	Supreme Electrical Contracting	N/A
01/17/14	25078	Partial Demo-Business	047-342-017	505 Main Street	Desert Vista Development, LLC	Owner	N/A
01/17/14	25079	Slab	047-301-025	353 Ulloa Avenue	Teresa Becerra	Owner	3,080.00
01/17/14	25080	Inspection Only	047-201-010-000	635 N. 8th Street	Elizabeth Fuchen	Owner	N/A
01/21/14	25081	Electrical	049-192-051	675 Stanley Place	Roberto Rodriguez	Owner	N/A
01/21/14	25082	Slab	047-240-002	1506 "A" Street	Francisco Rodriguez	Owner	4,000.00
01/21/14	25083	Addition House	048-221-013-000	658 S. 3rd Street	John & Lupe Agatep	Trade Mark Construction	1,500.00
01/22/14	25084	Demo House	049-121-006-000	1280 "H" Street	Rita Soto	R. Garcia Construction, Inc.	N/A
01/22/14	25085	New Metal Building	047-440-008-000	1619 River Drive	Mark Clayton	Cecil Dobbins	125,000.00
01/22/14	25086	Electrical	046-191-015	252 W. "D" Street	Mary Velasco	Owner	N/A
01/22/14	25087	New House	049-121-024	1361 "I" Street	Juan Aguirre	R. Garcia Construction, Inc.	139,535.41
01/27/14	25088	Mechanical	048-391-008	1331 La Valencia Drive	Mike Taylor	Desert Air Conditioning	N/A
01/28/14	25089	Electrical	047-352-001	260 N. 9th Street	Martin Gordon	HomePro, Inc.	N/A
01/28/14	25090	Electrical	049-120-130-000	433 "H" Street	John T. Vana	Owner	N/A
01/29/14	25091	Porch	047-155-008	623 N. Adams Street	Anacleta Valladares	Owner	5,566.00
01/29/14	25092	Sign	046-212-022	205 Main Street	Sun Community	Carlos Neon Signs	650.00
01/30/14	25093	Mechanical	048-372-019	990 Panno Road	Teri Sanders	HomePro, Inc.	N/A
01/30/14	25094	Electrical	046-173-003	118 "B" Street	Javier Ochoa	Owner	N/A
01/30/14	25095	New House	049-223-40	687 S. Eastern Avenue	Alma Garcia & Maria Garcia	R. Garcia Construction, Inc.	124,155.00
01/31/14	25096	Demo House	049-162-005-000	1038 "K" Street	Manuel Ramirez	Owner	N/A

