



**Brawley City Council &  
Successor Agency to Brawley  
Community Redevelopment Agency  
Regular Meeting Agenda  
July 01, 2025 at 6:00 PM  
City Council Chambers  
383 Main Street  
Brawley, California 92227**

**This meeting will be broadcast live at [https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)**

***Gil Rebollar***, Mayor  
***JJ Galvan***, Mayor Pro-Tempore  
***Timothy Kelley***, Council Member  
***John Grass***, Council Member  
***Perry Monita***, Council Member

***Ana Gutierrez***, City Clerk  
***William Smerdon***, Acting City Treasurer  
***William S. Smerdon***, City Attorney  
***Jimmy Duran***, City Manager/  
Executive Director

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

1. **APPROVAL OF AGENDA**

2. **CLOSED SESSION**

3. **PUBLIC APPEARANCES/COMMENTS** (Not to exceed 4 minutes.)

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

Any member of the public is invited to submit public comments in advance of the meeting to be read at the meeting. Please email your questions to [valerie.sonico@brawley-ca.gov](mailto:valerie.sonico@brawley-ca.gov) or call 760-351-3048 any time before 2:30 PM, July 01, 2025.

- a. Public Comments for Items not on the Agenda
- b. Announcement - "Life of Activism" Mural Honoring Daniel "Danny" Hernandez  
Library Manager Petra Ortega will announce the unveiling of the "Life of Activism" mural, now on display at the Brawley Library. This beautiful mural honors the late Daniel "Danny" Hernandez, a Brawley native. We invite the public to visit the library and view this meaningful tribute.
- c. Recognition by Captain Martinez, Brawley Fire Department:  
Captain Martinez will express his appreciation to the Brawley Fire Department team and Brawley Police Officers for their prompt and effective response to a recent critical incident.

4. **CONSENT AGENDA**

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

- a. Approve City Council Meeting Minutes: June 17, 2025 and Special Meeting Minutes: June 23, 2025.  
(2 attachments)
- b. Approve Amended City Council Meeting Minutes: May 20, 2025  
(1 attachment)

- c. Approve Accounts Payable: May 31, 2025 to June 13, 2025  
(3 attachments)
- d. Ratification of Employment Contract for City Manager Rebecca Terrazas-Baxter as presented.  
(2 attachments)
- e. Recommendation to Reject one claim against the City.
- f. Recommendation for reappointment of Mary L. Miller and Robert Palacio to the Imperial Valley Housing Authority Board of Commissioners.  
(1 attachment)

## **5. CITY MANAGER REPORT**

## **6. REGULAR BUSINESS**

- a. Potential action to approve a donation to the Brawley Sunstrokes Swim Team.  
Presented by: Emmet Fried, Assistant to the City Manager.  
(1 attachment)
- b. Potential action for City Council to cancel its regularly scheduled meetings for the month of August 2025. Presented by Jimmy Duran, Interim City Manager.  
(1 attachment)
- c. Potential action for the authorization to enter into an Agreement with Best Best and Krieger LLP to provide Legal Services. Presented by: Jimmy Duran, Interim City Manager.  
(2 attachments)
- d. Potential action to accept the GLOW Grant award in the amount of \$35,000 from the Imperial Irrigation District and authorize the City Manager to execute the Funding Agreement. Presented by: Denise Garcia, Special Projects Manager.  
(3 attachments)
- e. Potential action to accept the Public Green Space grant award in the amount of \$29,600 from the Imperial Irrigation District and authorize the City Manager to execute the funding agreement. Presented by: Denise Garcia, Special Projects Manager.  
(4 attachments)

- f. Potential action to approve the purchase of a Dump Truck from Haaker Equipment Company in an amount not to exceed \$123,563.93. Rom Medina, Public Works Director.

(2 attachments)

- g. Potential action to approve Amendment No. 4 to the Agreement with MYLO Janitorial, Inc. for continued Janitorial/Cleaning Services through July 1, 2027, with a 5% price increase to the current contract, and authorize the City Manager to execute the Amendment. Presented by: Rom Medina, Public Works Director

(4 attachments)

- h. Discussion and potential action to authorize the Release of Lien, Initiate Engagement with the Brawley Elementary School District regarding the Sale of Parcels APN 046-349-003-000 and 046-349-004-000 within the Parkside Estates Subdivision, and Provide Information on Allowable Land Uses. Presented by: Cristhian Barajas, Development Services Director.

(4 attachments)

- i. Discussion regarding scheduling of City Council workshop. Presented by: Mayor Rebollar.

## **7. INFORMATIONAL REPORTS**

## **8. CITY COUNCIL MEMBER REPORTS**

## **9. CITY ATTORNEY REPORT**

**ADJOURNMENT: *Regular Meeting July 15, 2025 @ 6:00 PM***, 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 @ 760-351-3048.

**Ana Gutierrez**, City Clerk



**CITY OF BRAWLEY**  
**June 17, 2025**

4a

The City Council of the City of Brawley, California, met in regular session at 5:30 p.m. in the City Council Chambers. The date, time, and place of said meeting were duly established. The City Clerk attests to the agenda's posting pursuant to Cal. Govt. Code § 54954.2.

**REGULAR MEETING:**

**Mayor Rebollar called the meeting to order at 5:30 p.m.**

**PRESENT:** Monita, Grass, Galvan, Rebollar,

**PRESENT VIA ZOOM:** None

**ABSENT:** Kelley

**INVOCATION:** Pastor Joe Conner, Bethel Baptist Church

**PLEDGE OF ALLEGIANCE:** CM Grass

**1. APPROVAL OF AGENDA**

Public Comments moved to before closed session and will resume after the closed session.

The Agenda was approved. **m/s/c Galvan/Grass/4-0**

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

**2. CLOSED SESSION**

**CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9.

One Case

**Information was provided to the Council, and they gave directions to the City Manager.**

**PUBLIC EMPLOYEE APPOINTMENT**

Title: City Manager

**Nothing to Report.**

**CONFERENCE WITH REAL PROPOERTY NEGOTIATORS**

Property: Wiest Field located at 1044 Magnolia Street, Brawley.

Agency Negotiator: Interim City Manager

Negotiating Parties: Brawley Union High School District

Under Negotiation: Potential License Agreement

**Nothing to Report**

**3. PUBLIC APPEARANCES/COMMENTS:** (Not to exceed four minutes)

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Any member of the public is invited to submit public comments in advance of the meeting, to be read at the meeting. Please email your questions to [valerie.sonico@brawley-ca.gov](mailto:valerie.sonico@brawley-ca.gov) or call 760-351-3048 anytime before 2:30 PM on June 17, 2025.

- a. Public comments on items not on the Agenda.

(Before Closed Session)

Jackie Valadez – Challenges with the Brawley Police Department.

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

- b. Presentation of murals honoring the life of City of Brawley resident Daniel Hernandez by Tom Dubose and Leticia Hernandez.

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

#### **4. CONSENT AGENDA:**

##### **m/s/c Grass/Monita/4-0**

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

- a. **Approved** City Council Meeting Minutes: June 3, 2025.
- b. **Approved** Accounts Payable: May 17, 2025, to May 30, 2025.
- c. **Approval to receive and file the Third Quarter Fiscal Year 2024/2025 Treasury Report.**
- d. **Adopt Resolutions Authorizing the levy of Special Taxes for the various Community Facilities Districts within the City of Brawley for Fiscal Year 2025/2026.**  
Resolutions:
  - 2025-23 Facility District Victoria Park 2005-1
  - 2025-24 Facility District La Paloma 2005-3
  - 2025-25 Facility District Latigo Ranch 2005-4
  - 2025-26 Facility District Malan Park 2006-01
  - 2025-27 Facility District Luckey Ranch 2007-01
  - 2025-28 Facility District Springhouse 2007-02
- e. Adopt City Resolution 2025-29 approving Bernardo Padilla Assessment District direct change for fiscal year 2025/2026.
- f. Letter of support opposing the closure of Calipatria State Prison.

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

#### **5. CITY MANAGER REPORT:**

1. John Tang, Commander - Parks & Recreation, update on Teen Center.
2. Cristian Barajas, Development Services Director – Project over of the Amendment of the Downtown Specific Plan Update.

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

## **6. REGULAR BUSINESS:**

- a. Public Hearing – AB 2561 Compliance with Government Code Section 3502-3: Opportunity for Bargaining Units to Comment on Negotiable Impacts and Effects. Presented by Shirley Bonillas, Human Resources Administrator, and Sylvia Vizcarra, Human Resources Generalist.

Detective Martinez, President of Brawley Public Safety Association

Detective Casarez, Vice President of Brawley Public Safety Association

Jonathan Zebebra, President of the Brawley Fire Fighters Association

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

- b. Potential Action to Adopt Resolution No. 2025-30, Authorizing and Approving Interim Expenditures Prior to Adoption of the FY 2025/2026 Overall Budget. Presented by Silvia Luna, Finance Director.

**m/s/c Rebollar/Grass/4-0**

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

- c. Potential Action to Award Project No. 2025-05 Purchase of Chemical Products for the Water Treatment Plant, Wastewater Treatment Plant, and Parks & Recreation. Presented by Rom Medina, Public Works Director.

**m/s/c Galvan/Rebollar/4-0**

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

- d. Potential Action to Approve Renewal of Operational Agreement between the Brawley Police Department and the Imperial County District Attorney's Office Victim Witness Assistance program. Presented by Jonathan Blackstone, Assistant Chief of Police.

**m/s/c Grass/Monita/4-0**

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

- e. Potential Action to Authorize Clay Procurement from West Coast Sand and Gravel Inc. using funds from the MLB Grant. Presented by John tang: Parks and Recreation Manager.

**m/s/c Grass/Galvan/4-0**

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

## **7. INFORMATIONAL REPORTS**

None

## **8. CITY COUNCIL MEMBER REPORTS:**

The City Council reports are available on the City of Brawley's website and on the City's audio record of the meeting.

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

**9. CITY ATTORNEY REPORT:**

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

The meeting was adjourned at 8:11 p.m. (Back to Closed Session)

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Ana Gutierrez, City Clerk

**CITY OF BRAWLEY**  
**June 23, 2025**

4a.1

The City Council of the City of Brawley, California, met in regular session at 8:00 a.m. in the City Council Chambers. The date, time, and place of said meeting were duly established. The City Clerk attests to the agenda's posting pursuant to Cal. Govt. Code § 54954.2.

**REGULAR MEETING:**

**Mayor Rebollar called the meeting to order at 8:00 a.m.**

**PRESENT:** Monita, Rebollar,  
**PRESENT VIA ZOOM:** Kelley, Grass, Galvan  
**ABSENT:** None

**INVOCATION:** Mayor Gil Rebollar

**PLEDGE OF ALLEGIANCE:** CM Monita

**1. APPROVAL OF AGENDA**

Public Comments moved to before closed session and will resume after the closed session.  
The Agenda was approved. **m/s/c Rebollar/Monita/5-0**

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

**2. PUBLIC APPEARANCES/COMMENTS:** (Not to exceed four minutes)

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- a. Public comments on items not on the Agenda.  
None

**3. CLOSED SESSION**

**PUBLIC EMPLOYEE APPOINTMENT**

Title: City Manager

Nothing to Report, direction was given.

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

The meeting was adjourned at 8:40 a.m. (Back to Closed Session)

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Ana Gutierrez, City Clerk

**CITY OF BRAWLEY**  
**Amended Minutes for May 20, 2025**

4b

The City Council of the City of Brawley, California, met in regular session at 5:30 p.m. in the City Council Chambers. The date, time, and place of said meeting were duly established. The City Clerk attests to the agenda's posting pursuant to Cal. Govt. Code § 54954.2.

**REGULAR MEETING:**

**Mayor Rebollar called the meeting to order at 5:30 p.m.**

**PRESENT:** Monita, Grass, Kelley, Galvan, Rebollar,

**PRESENT VIA ZOOM:** None

**ABSENT:** None

**INVOCATION:** Reverend Mike Neciuk

**PLEDGE OF ALLEGIANCE:** Mayor Pro Tempore Galvan

**1. APPROVAL OF AGENDA**

The Agenda was approved. **m/s/c Kelley/Galvan/5-0**

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

**2. CLOSED SESSION**

**PUBLIC EMPLOYEE APPOINTMENT**

Title: City Manager

**Nothing to Report.**

**3. PUBLIC APPEARANCES/COMMENTS:** (Not to exceed four minutes)

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a. Public comments for items not on the Agenda.

Ryan Brandt – Traffic Safety Measures on Plaza.

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

- b. Presentation of Proclamation in Recognition of National Public Works Week. Presented by Mayor Gil Rebollar.

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

#### **4. CONSENT AGENDA:**

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

**m/s/c Grass/Monita/5-0**

- a. **Approved** City Council Meeting Minutes: May 6, 2025.
- b. **Approved** Accounts Payable: April 19, 2025, to May 2, 2025.

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

#### **5. CITY MANAGER REPORT:**

1. Border Patrol Operation in the City.

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

2. Cristhian Barajas, Development Services Director, to present new employee, Luis Sosa, Associate Civil Engineer and Adrian Opal Planning Technician.

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

#### **6. REGULAR BUSINESS:**

- a. Potential action to appoint Shirley Bonillas as Extra Help Retired Annuitant to serve as Human Resources Extra Help effective July 8, 2025. Presented by Sylvia Vizcarra, Human Resources Generalist.

**m/s/c Grass/Monita/5-0**

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

- b. Potential action to Approve First Reading of Ordinance 2025-\_\_ Establishing a four-way Stop at the intersection of South Eastern Avenue and I Street. Presented by Rom Medina, Public Works Director.

**m/s/c Kelley/Galvan/5-0**

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

- c. Potential action to approve First Reading of Ordinance 2025-\_\_ Establishing a No Parking Zone on the south side of Malan Street, at the intersection with South 5<sup>th</sup> Street. Presented by Rom Medina, Public Works Director.

**m/s/c Grass/Galvan/5-0**

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

- d. Potential action to award a Contract in the amount of \$147,721.00 to Standard Industries for the Hinojosa Water Tower Demolition. Presented by Rom Medina, Public Works Director.  
**m/s/c Grass/Kelley/5-0**  
**Comments may be heard here:**  
[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)
- e. Potential action to Approve Resolution No. 2025-\_\_ to incorporate proposed projected funded by Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017. Presented by Rom Medina, Public Works Director.  
**m/s/c Kelley/Monita/5-0**  
**Comments may be heard here:**  
[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)
- f. Request an amendment to the previously approved agenda item and seek approval by Resolution for the utilization of Development Impact Funds toward a partial renovation of the police station, as well as the awarding of the project bid to Andrade Construction. Presented by Jonathan Blackstone, Assistant Chief of police. The Staff Report was given to the Council at the meeting.  
**m/s/c Kelley/Monita/5-0**  
**Comments may be heard here:**  
[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)
- g. Potential action to approve Resolution to Accept a Memorandum of Understanding between Imperial Community College District (ICCD) and the City of Brawley to allow the use of the City's facilities. Presented by Emmet Fried, Assistant to the City Manager.  
**m/s/c Galvan/Grass/5-0**  
**Comments may be heard here:**  
[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

## **7. INFORMATIONAL REPORTS**

- a. Monthly Staffing Report for May 1, 2025. Presented by Shirley Bonillas, Human Resources Administrator.  
**Comments may be heard here:**  
[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

## **8. CITY COUNCIL MEMBER REPORTS:**

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## **9. CITY ATTORNEY REPORT:**

**Comments may be heard here:**

[https://brawley-ca.granicus.com/ViewPublisher.php?view\\_id=1](https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1)

The meeting was adjourned at 7:26 p.m. (Back to Closed Session)



# City of Brawley

City Council

July 01, 2025

Agenda Item No. 4c

## STAFF REPORT



**To:** City Council  
**From:** Marcela Tapia, Assistant Finance Director  
**Prepared by:** Jesse Sanchez, Sr. Accounting Assistant  
**Subject:** Demand check registers processed from May 31, 2025 to June 13, 2025

### RECOMMENDATION:

Approve demand check registers processed from May 31, 2025 to June 13, 2025.

### BACKGROUND INFORMATION:

Routine bills and payroll processed between Council meetings included the following:

#### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	251	111	0.00	1,523,311.62
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-405.00
Bank Drafts	2	2	0.00	24,807.87
EFT's	27	10	0.00	112,807.37
	<b>280</b>	<b>127</b>	<b>0.00</b>	<b>1,660,521.86</b>

Utility refunds included the following:

#### Totals by Transaction Type and Revenue Code

Transaction Type	Revenue Code	Count	Amount
Refund	996 - 996	1	109.73
	<b>Refund Total:</b>		<b>109.73</b>
	<b>Total for Period:</b>	<b>1</b>	<b>109.73</b>

**FISCAL IMPACT:**

No additional fiscal impact to approve these reports.

**ALTERNATIVES:**

None.

**ATTACHMENTS:**

1. Check Report by Check Number
2. UB Refunds Transaction Report

**REPORT COORDINATED WITH (other than person preparing the staff report):**

None.

**REPORT APPROVAL(S):**

Staff, Title or Consultant, Agency

Jimmy Duran, Chief of Police/Interim City Manager

Silvia Luna, Finance Director

Status – Date of Status

Approved – 06/18/2025

Approved – 06/20/2025



City of Brawley

# Check Report

By Check Number

Date Range: 05/31/2025 - 06/13/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: US Bank-US Bank Operating Account</b>						
02526	Bound Tree Medical LLC	06/05/2025	EFT	0.00	1,033.71	971
<a href="#">85772243</a>	Invoice	05/29/2025	Medical Equipment & Supplies	0.00	1,033.71	
00430	D Taussig & Associates Inc	06/05/2025	EFT	0.00	2,958.00	972
<a href="#">2409169</a>	Invoice	06/05/2025	CFD Consulting Services FY23-24 La Paloma	0.00	292.50	
<a href="#">2409171</a>	Invoice	06/04/2025	CFD Consulting Services FY23-24	0.00	422.50	
<a href="#">2502170</a>	Invoice	06/04/2025	CFD Consulting Services FY23-24	0.00	411.65	
<a href="#">2502171</a>	Invoice	06/04/2025	CFD Consulting Services FY23-24	0.00	519.15	
<a href="#">2502172</a>	Invoice	06/04/2025	CFD Consulting Services FY23-24	0.00	330.60	
<a href="#">2502173</a>	Invoice	06/04/2025	CFD Consulting Services FY23-24	0.00	351.85	
<a href="#">2502174</a>	Invoice	06/04/2025	CFD Consulting Services FY23-24	0.00	335.40	
<a href="#">2502175</a>	Invoice	06/04/2025	CFD Consulting Services FY23-24	0.00	294.35	
02613	Entravision Communications Corporation	06/05/2025	EFT	0.00	825.00	973
<a href="#">764541-4</a>	Invoice	06/04/2025	Grant Outreach	0.00	325.00	
<a href="#">764560-4</a>	Invoice	06/04/2025	Outreach for Ocotillo Grant	0.00	500.00	
02512	Safe Life Defense LLC	06/05/2025	EFT	0.00	2,867.09	974
<a href="#">32467903</a>	Invoice	06/02/2025	Safe Life Defense Tactical Vest	0.00	2,867.09	
02405	Brawley Analytical Inc.	06/13/2025	EFT	0.00	2,454.00	975
<a href="#">001080</a>	Invoice	06/09/2025	Water Testing/Labs 4/15/2025	0.00	450.00	
<a href="#">001166</a>	Invoice	06/09/2025	Water Testing/Labs 5/20/2025	0.00	450.00	
<a href="#">001168</a>	Invoice	06/09/2025	Water Testing/Labs May 13 & 21	0.00	1,074.50	
<a href="#">001188</a>	Invoice	06/04/2025	Water Testing/Labs 5/28/25 & 5/21/25	0.00	479.50	
00248	Brenntag Pacific, Inc.	06/13/2025	EFT	0.00	39,295.83	976
<a href="#">BPI508453</a>	Invoice	06/09/2025	OPEN PO FOR CHEMICALS FY 24-25	0.00	5,423.13	
<a href="#">BPI511111</a>	Invoice	06/09/2025	OPEN PO FOR CHEMICALS FY 24-25	0.00	2,765.11	
<a href="#">BPI511480</a>	Invoice	06/09/2025	OPEN PO FOR CHEMICALS FY 24-25	0.00	4,134.40	
<a href="#">BPI514107</a>	Invoice	06/09/2025	OPEN PO FOR CHEMICALS FY 24-25	0.00	18,823.44	
<a href="#">BPI517038</a>	Invoice	06/09/2025	OPEN PO FOR CHEMICALS FY 24-25	0.00	8,149.75	
00575	Enterprise FM Trust	06/13/2025	EFT	0.00	57,444.50	977
<a href="#">FBN5342196</a>	Invoice	06/10/2025	R & M Cost/Unit Leases/Maintenance Fee...	0.00	57,444.50	
02278	Grady Dexter Dutton	06/13/2025	EFT	0.00	5,550.00	978
<a href="#">25015</a>	Invoice	06/10/2025	Rancho Los Lagos Project Consulting Servi...	0.00	3,792.50	
<a href="#">25019</a>	Invoice	06/10/2025	Rancho Los Lagos Project Consulting Servi...	0.00	1,757.50	
02571	Health and Human Resource Center Inc	06/13/2025	EFT	0.00	333.90	979
<a href="#">E0346197</a>	Invoice	06/09/2025	Employee Assitance Program/July 2025	0.00	4.20	
<a href="#">E0346198</a>	Invoice	06/09/2025	Employee Assitance Program/July 2025	0.00	329.70	
02624	QQCW Topco LLC	06/13/2025	EFT	0.00	45.34	980
<a href="#">ARB223731</a>	Invoice	06/06/2025	05/2025 Fleet Membership	0.00	45.34	
00240	Brawley Public Safety Employee	06/03/2025	Regular	0.00	70.00	306274
<a href="#">INV0006056</a>	Invoice	05/30/2025	Union Dues	0.00	70.00	
00287	California State Disbursement	06/03/2025	Regular	0.00	1,274.75	306275
<a href="#">INV0006035</a>	Invoice	05/30/2025	Child Support Deductions	0.00	863.06	
<a href="#">INV0006059</a>	Invoice	05/30/2025	Child Support Deductions	0.00	411.69	
00660	Franchise Tax Boards State Of California	06/03/2025	Regular	0.00	491.45	306276
<a href="#">INV0006067</a>	Invoice	05/30/2025	Earnings Withholding	0.00	491.45	

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Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
00799 <a href="#">INV0006036</a>	Imperial County Sheriff Civil Division Invoice	05/30/2025	06/03/2025 Earnings Withholdings	Regular	0.00 0.00	50.00 50.00	306277
01717 <a href="#">INV0006045</a>	United Way of Imperial County Invoice	05/30/2025	06/03/2025 United Way Deductions	Regular	0.00 0.00	5.00 5.00	306278
00002 <a href="#">OE-QT-34201-1</a> <a href="#">WO-47245-1</a>	360 Business Products Invoice Invoice	06/05/2025 06/02/2025	06/06/2025 Furniture Markers/Evelopes/Mouse Pad/Sheet Prot...	Regular	0.00 0.00 0.00	1,765.45 1,671.34 94.11	306279
02690 <a href="#">204</a> <a href="#">205</a>	Advanced Water Treatment Specialists Invoice Invoice	06/04/2025 06/04/2025	06/06/2025 Cross Connection Control Coordination Se... Cross Connection Control Coordination Se...	Regular	0.00 0.00 0.00	5,000.00 2,500.00 2,500.00	306280
00040 <a href="#">450741</a>	Airwave Communications Ent Inc Invoice	06/04/2025	06/06/2025 AIRWAVE COMM UNIT 242 SERVICE	Regular	0.00 0.00	23,781.64 23,781.64	306281
00045 <a href="#">011136</a>	Alarm Communication Experts Invoice	05/29/2025	06/06/2025 Monitor Electronic Security System/WTP	Regular	0.00 0.00	105.00 105.00	306282
02019 <a href="#">25-2041</a>	All Valley Fence and Materials Invoice	05/29/2025	06/06/2025 Fence Cloth	Regular	0.00 0.00	679.34 679.34	306283
00076 <a href="#">264204</a>	Allstar Fire Equipment Inc Invoice	05/29/2025	06/06/2025 Coat/Patch Sewn	Regular	0.00 0.00	1,302.16 1,302.16	306284
00084 <a href="#">LYUM1885328</a> <a href="#">LYUM1886771</a>	Alsco American Linen Div Steiner Corp Invoice Invoice	05/29/2025 06/02/2025	06/06/2025 Cleaning Srvc/Supplies/WWTP Cleaning Srvc/Supplies/WWTP	Regular	0.00 0.00 0.00	272.42 129.21 143.21	306285
00119 <a href="#">6-25Travel</a>	Andrew Romo Invoice	06/05/2025	06/06/2025 Travel Adv/RRO Training/Jun 9 - 13	Regular	0.00 0.00	542.85 542.85	306286
00162 <a href="#">6-25Travel</a>	Arthur Duran Jr Invoice	06/05/2025	06/06/2025 Travel Adv/RRO Training/Jun 9 - 13	Regular	0.00 0.00	542.85 542.85	306287
02292 <a href="#">2658951</a> <a href="#">2660721</a> <a href="#">2661227</a> <a href="#">2661228</a>	Blu Bulk Transport Inc Invoice Invoice Invoice Invoice	05/29/2025 05/29/2025 05/29/2025 05/29/2025	06/06/2025 Bulk Spring Water Delivery/FD#1 Bulk Spring Water Delivery/FD#2 Rent Stainless Steel Tank/FD#1 Rent Stainless Steel Tank/FD#2	Regular	0.00 0.00 0.00 0.00	68.05 21.55 36.50 5.00 5.00	306288
00228 <a href="#">A65898/2</a> <a href="#">A65906/2</a> <a href="#">A66710/2</a> <a href="#">A68119/2</a> <a href="#">A69015/2</a> <a href="#">A70821/2</a> <a href="#">A75546/2</a> <a href="#">A75548/2</a> <a href="#">A75678/2</a> <a href="#">A75846/2</a> <a href="#">A76036/2</a> <a href="#">A76130/2</a> <a href="#">A76139/2</a> <a href="#">A76347/2</a> <a href="#">A76586/2</a> <a href="#">A76688/2</a> <a href="#">A76823/2</a> <a href="#">A77365/2</a> <a href="#">A77481/2</a> <a href="#">A77551/2</a> <a href="#">A78075/2</a>	Brawley Ace Hardware Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Credit Memo Invoice Invoice Credit Memo Invoice Invoice Invoice	05/29/2025 05/29/2025 05/29/2025 05/29/2025 05/29/2025 05/29/2025 05/29/2025 05/29/2025 05/29/2025 06/02/2025 06/02/2025 05/29/2025 05/29/2025 05/29/2025 05/29/2025 05/29/2025 06/02/2025 06/02/2025 06/02/2025 06/02/2025 06/02/2025	06/06/2025 Paint/Pre-Mixed Fuel/Paint Trayset/Roller Absorbent Oil Grass Kill/Weeder Bleach/Lysol/Sponge Scrub Paint Insect Repeller & Killer Insect Killer/Safety Hasp Tri Ball Trailer Mount/Hitch Pin Padlock Key Duplicate Paint Elbow/Steel Bar/Welding Helmet Propane Bulk Hose Bibb Hose Bibb Hose Bibb Hose Adapter LED Worklight LED Worklight Masking Paper Scoop Grain/Padlock/Key Duplicate/Fan	Regular	0.00 0.00	1,796.94 122.26 48.90 120.68 41.05 43.79 25.20 69.12 121.76 16.30 78.08 52.18 154.79 19.53 26.08 10.88 -8.70 14.33 64.16 -64.16 4.99 263.04	306289

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">A78200/2</a>	Invoice	05/29/2025	Paint Samples/Adhesive/Ice Scraper	0.00	92.37	
<a href="#">A78447/2</a>	Invoice	06/02/2025	Shovels	0.00	50.00	
<a href="#">A78889/2</a>	Invoice	06/02/2025	Seal Tape	0.00	13.03	
<a href="#">A78965/2</a>	Invoice	06/02/2025	Bleach	0.00	52.15	
<a href="#">A78980/2</a>	Invoice	06/02/2025	Bleach	0.00	38.89	
<a href="#">A80675/2</a>	Invoice	06/02/2025	Blower/Gas Handheld	0.00	326.24	
	**Void**	06/06/2025	Regular	0.00	0.00	306290
00245	Brax Company, Inc	06/06/2025	Regular	0.00	61,878.09	306291
<a href="#">49884</a>	Invoice	06/04/2025	WTP Blowers for the backwash filtration u...	0.00	61,878.09	
00261	Burke Williams & Sorensen LLP	06/06/2025	Regular	0.00	2,054.00	306292
<a href="#">343234</a>	Invoice	05/29/2025	Professional Services Rendered Through 4...	0.00	2,054.00	
00291	CalPERS	06/06/2025	Regular	0.00	405.00	306293
<a href="#">100000017807747</a>	Invoice	06/03/2025	CalPers Social Security Admin Annual Fee	0.00	405.00	
00291	CalPERS	06/06/2025	Regular	0.00	-405.00	306293
00299	Canon Financial Services Inc	06/06/2025	Regular	0.00	1,228.24	306294
<a href="#">40573571</a>	Invoice	05/29/2025	Contract Charge/Library/May 2025	0.00	105.36	
<a href="#">40580324</a>	Invoice	06/02/2025	Copier Usage/Contract Charge/PD/May 2...	0.00	1,066.61	
<a href="#">40920973</a>	Invoice	05/29/2025	Maintenance Equipment Usage/Library/...	0.00	2.61	
<a href="#">40921032</a>	Invoice	05/29/2025	Maintenance Overage/WWTP/April 2025	0.00	53.66	
00322	Cavendish Square	06/06/2025	Regular	0.00	202.33	306295
<a href="#">CAL351479I</a>	Invoice	05/29/2025	Cultures of the World Library Set/Books	0.00	202.33	
02683	Cholla Construction	06/06/2025	Regular	0.00	29,850.00	306296
<a href="#">053025-1</a>	Invoice	06/03/2025	Repairs/Underground Airline at WWTP	0.00	29,850.00	
00485	Department of Justice	06/06/2025	Regular	0.00	1,042.00	306297
<a href="#">814415</a>	Invoice	05/29/2025	Fingerprint Apps/WPN/Child Abuse/Peace...	0.00	1,042.00	
00531	EA Electric	06/06/2025	Regular	0.00	6,763.19	306298
<a href="#">INV284</a>	Invoice	06/02/2025	Malan RTU Pedestal Installation	0.00	4,950.00	
<a href="#">INV286</a>	Invoice	06/02/2025	Malan RTU Materials for Rehabilitation	0.00	1,813.19	
00562	Eloy Martinez	06/06/2025	Regular	0.00	511.90	306299
<a href="#">5-25Travel2</a>	Invoice	06/03/2025	Travel Adv/Rope Rescue Operations/BCTC...	0.00	511.90	
00569	Empire Southwest LLC	06/06/2025	Regular	0.00	873.00	306300
<a href="#">EPWK0658108</a>	Invoice	06/04/2025	Client Contract	0.00	291.00	
<a href="#">EPWK0658109</a>	Invoice	06/04/2025	Client Contract	0.00	291.00	
<a href="#">EPWK0658110</a>	Invoice	06/04/2025	Client Contract	0.00	291.00	
02468	Eric Franklin	06/06/2025	Regular	0.00	600.00	306301
<a href="#">5-25Softball4</a>	Invoice	06/03/2025	Girls Softball 2025/Umpire/May 22, 23, 27...	0.00	420.00	
<a href="#">5-25Softball5</a>	Invoice	06/04/2025	Girls Softball 2025/Umpire/May 29/June 2	0.00	180.00	
00635	Ferguson Enterprises Inc	06/06/2025	Regular	0.00	83.94	306302
<a href="#">5388839</a>	Invoice	06/02/2025	Flush Valve/Rebuild Kit	0.00	83.94	
02255	Filemon Magana	06/06/2025	Regular	0.00	2,433.50	306303
<a href="#">6-25Travel</a>	Invoice	06/03/2025	Travel Adv/Post Supervisory Course/June ...	0.00	2,433.50	
00647	Fire Service Corp	06/06/2025	Regular	0.00	212.00	306304
<a href="#">57M 919113</a>	Invoice	05/29/2025	Fire Extinguisher Maintenance	0.00	212.00	
02327	Garda CL West Inc. Lockbox #233209	06/06/2025	Regular	0.00	393.16	306305
<a href="#">10819748</a>	Invoice	06/04/2025	Armored Trasport Services/June 2025	0.00	393.16	
00720	GovConnection Inc	06/06/2025	Regular	0.00	1,188.14	306306
<a href="#">76384517</a>	Credit Memo	06/02/2025	Monitor LED	0.00	-218.19	
<a href="#">76464815</a>	Invoice	06/02/2025	WIFI Mesh/Access Point/CLU Office	0.00	202.31	
<a href="#">7646804</a>	Invoice	06/02/2025	Adobe Creative Suite/Software License/Pl...	0.00	1,100.60	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">76473759</a>	Invoice	06/02/2025	Waste Toner Container	0.00	38.94	
<a href="#">76482532</a>	Invoice	06/02/2025	USB Port Hub	0.00	52.20	
<a href="#">76487566</a>	Invoice	06/02/2025	USB Extension Cable	0.00	12.28	
00740	Haaker Equipment Co Inc	06/06/2025	Regular	0.00	668,663.10	306307
<a href="#">M3A03R</a>	Invoice	06/04/2025	Vactor Truck Purchase	0.00	668,663.10	
00776	I. V. Termite & Pest Control	06/06/2025	Regular	0.00	265.00	306308
<a href="#">0349670</a>	Invoice	05/29/2025	Commercial Building/General Pest Control...	0.00	55.00	
<a href="#">0350652</a>	Invoice	05/29/2025	Tree Bees/Pat Williams Park/Parks & Rec	0.00	150.00	
<a href="#">0350812</a>	Invoice	05/29/2025	Commercial Building/General Pest Control...	0.00	60.00	
02614	Imperial Flying Service, Inc.	06/06/2025	Regular	0.00	2,200.00	306309
<a href="#">5.01.2025</a>	Invoice	06/04/2025	Airport Manager and Fixed Base Operator	0.00	2,200.00	
00821	Imperial Valley Occupational Medicine	06/06/2025	Regular	0.00	240.00	306310
<a href="#">4518</a>	Invoice	05/29/2025	DOT DVM Physical/D. Atondo/J. Sanchez/A...	0.00	240.00	
00861	Jade Security Systems Inc	06/06/2025	Regular	0.00	197.98	306311
<a href="#">0221212</a>	Invoice	06/02/2025	Service Repair/Admin Lock	0.00	100.00	
<a href="#">0221352</a>	Invoice	05/29/2025	Monitoring Electronic Security System/Lib...	0.00	34.99	
<a href="#">0223157</a>	Invoice	05/29/2025	Monitoring Electronic Fire System/FD#2	0.00	62.99	
02056	John Tang	06/06/2025	Regular	0.00	4,566.29	306312
<a href="#">5-25Reimburse</a>	Invoice	06/03/2025	HD/Patio Umbrella/Metal Tellis for Flower...	0.00	1,563.07	
<a href="#">5-25Reimburse2</a>	Invoice	06/23/2025	HD/Ratchet Tie Down/J.Alvarez	0.00	10.79	
<a href="#">5-25Reimburse3</a>	Invoice	06/03/2025	HD/Storage Shelving Unit	0.00	1,239.46	
<a href="#">5-25Reimburse4</a>	Invoice	06/03/2025	Gas Rill/Propane Tank/Zip Ties/Grill Tools/...	0.00	667.64	
<a href="#">5-25Reimburse5</a>	Invoice	06/03/2025	HD/Lithium Cordless Combo Kit Tools	0.00	1,085.33	
02631	Jonathan Sabater	06/06/2025	Regular	0.00	542.85	306313
<a href="#">6-25Travel</a>	Invoice	06/05/2025	Travel Adv/RRO Trainning/Jun 9 - 13	0.00	542.85	
00988	Karla Razo De Leon	06/06/2025	Regular	0.00	68.85	306314
<a href="#">5-25Travel</a>	Invoice	06/03/2025	Travel Adv/CSAR In Person Training/5/22/...	0.00	68.85	
00979	K-C Welding Rentals Inc	06/06/2025	Regular	0.00	1,457.23	306315
<a href="#">51723</a>	Invoice	05/29/2025	Battery Chopsaw	0.00	1,457.23	
02251	Kimberly D. Turner	06/06/2025	Regular	0.00	999.00	306316
<a href="#">Invoice-6491</a>	Invoice	06/03/2025	Commu. Training Officer/R.Kim/6/6/25 - 6...	0.00	999.00	
01022	L.N. Curtis & Sons	06/06/2025	Regular	0.00	2,670.41	306317
<a href="#">INV942056</a>	Invoice	05/29/2025	Pick & Shovel	0.00	246.28	
<a href="#">INV946268</a>	Invoice	05/29/2025	Fire Hose	0.00	424.13	
<a href="#">INV946792</a>	Invoice	06/04/2025	Purchase of SCBA Compressor	0.00	2,000.00	
01025	LaBrucherie Irrigation Supp LLC	06/06/2025	Regular	0.00	441.34	306318
<a href="#">OM47286</a>	Invoice	06/02/2025	T/Adapter/Ell/Coupling/Nipple/Union Slip	0.00	83.18	
<a href="#">OM47478</a>	Invoice	06/02/2025	Bolts/Nut/Washer/Coupling	0.00	61.74	
<a href="#">OM47564</a>	Invoice	05/29/2025	Solenoid/Adapter	0.00	47.39	
<a href="#">OM47565</a>	Invoice	05/29/2025	Water Cooler	0.00	135.46	
<a href="#">OM47587</a>	Invoice	06/02/2025	Ell/Sandcloth/PVC Pipe	0.00	68.71	
<a href="#">OM47595</a>	Invoice	05/29/2025	Battery	0.00	30.26	
<a href="#">OM47683</a>	Invoice	05/29/2025	Ell/Nipple	0.00	14.60	
02171	Leslie Castaneda	06/06/2025	Regular	0.00	275.00	306319
<a href="#">5-25Reimburse</a>	Invoice	06/02/2025	Safety Boots/L.Castaneda	0.00	275.00	
01966	Loose Wire Electric & Air Inc	06/06/2025	Regular	0.00	4,000.00	306320
<a href="#">INV0980</a>	Invoice	06/02/2025	Lab AC Repair/Replace Evap Coil 5 ton	0.00	4,000.00	
02710	Luna Padilla	06/06/2025	Regular	0.00	68.85	306321
<a href="#">5-25Travel</a>	Invoice	06/03/2025	Travel Adv/CSAR In Person Training/5/22/...	0.00	68.85	

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Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
01096 <a href="#">6167781</a>	Mallory Safety & Supply LLC Invoice	06/02/2025	06/06/2025 Safety Gloves	Regular	0.00 0.00	123.62 123.62	306322
02309 <a href="#">5-25Reimburse2</a>	Mark Cano Invoice	06/03/2025	06/06/2025 Paid for food during Minor Decoy Detail/5...	Regular	0.00 0.00	30.42 30.42	306323
02558 <a href="#">6-25Travel</a>	Mark Storms Invoice	06/03/2025	06/06/2025 Travel Adv/Basic Traffic Collision Inv./June...	Regular	0.00 0.00	881.95 881.95	306324
01232 <a href="#">24386560</a>	MSC Industrial Supply Co., Inc. Invoice	06/02/2025	06/06/2025 Lockout Station Cabinet/Cordless Rivet To...	Regular	0.00 0.00	754.49 754.49	306325
01262 <a href="#">14631</a>	NewCastle Farms LLC Invoice	06/03/2025	06/06/2025 Valve Repair/Water Leak/WTP	Regular	0.00 0.00	20,320.37 20,320.37	306326
01279 <a href="#">80137749</a>	NuCO2 Invoice	05/29/2025	06/06/2025 CO2 MK9 Detector/Sensor Kit/LC Pool	Regular	0.00 0.00	58.45 58.45	306327
01891 <a href="#">450302</a> <a href="#">450303</a> <a href="#">450304</a> <a href="#">450305</a>	NV5 Inc Invoice Invoice Invoice Invoice	06/02/2025 06/02/2025 06/02/2025 06/02/2025	06/06/2025 Professional Srvc/9/30/24/Phase 06B Professional Srvc/10/31/24/Phase 06B Professional Srvc/11/30/24/Phase 06B Professional Srvc/12/31/24/Phase 06B	Regular	0.00 0.00 0.00 0.00	10,037.50 2,907.50 4,587.50 385.00 2,157.50	306328
01282 <a href="#">2648-153073</a>	O'Reilly Auto Parts Invoice	05/29/2025	06/06/2025 Battery	Regular	0.00 0.00	162.57 162.57	306329
01358 <a href="#">6-25LifeInsurance</a>	Principal Life Insurance Company Invoice	05/29/2025	06/06/2025 Life Insurance/June 2025	Regular	0.00 0.00	3,312.51 3,312.51	306330
02679 <a href="#">CA25-032-1</a>	Rangeline Tapping Services, Inc Invoice	06/03/2025	06/06/2025 Insta Valve CIP MW/Leaking Fire Hydrant	Regular	0.00 0.00	10,711.00 10,711.00	306331
01421 <a href="#">1060439318</a>	Reddy Ice Corporation Invoice	06/02/2025	06/06/2025 Ice Bags	Regular	0.00 0.00	178.35 178.35	306332
02701 <a href="#">4-25Reimburse</a>	Rodolfo Moreno Invoice	06/03/2025	06/06/2025 Code Enforcement/Uniform Expenses	Regular	0.00 0.00	1,383.52 1,383.52	306333
01489 <a href="#">7142</a>	Rove Engineering Inc Invoice	06/04/2025	06/06/2025 Water Line Installation from 1st St. to East...	Regular	0.00 0.00	318,523.30 318,523.30	306334
01526 <a href="#">25BRAWFDN10</a>	San Diego County RCS Invoice	05/29/2025	06/06/2025 Fire Radios on the 800 MHz Network/April...	Regular	0.00 0.00	1,593.00 1,593.00	306335
02651 <a href="#">227032</a>	San Diego State University Foundation Invoice	06/04/2025	06/06/2025 SDSU Foundation (Crime Prevention)	Regular	0.00 0.00	677.25 677.25	306336
01562 <a href="#">2304-9</a>	Sherwin-Williams Company Inc Invoice	05/29/2025	06/06/2025 Paint	Regular	0.00 0.00	700.89 700.89	306337
01563 <a href="#">B19744632</a>	SHI Invoice	06/04/2025	06/06/2025 Lansweeper Professional - Asset Inventory	Regular	0.00 0.00	5,200.00 5,200.00	306338
01569 <a href="#">8010610377</a>	Shred-It Invoice	06/02/2025	06/06/2025 STERI-Safe Budget Subscription/May 2025	Regular	0.00 0.00	66.67 66.67	306339
02005 <a href="#">5-25Softball4</a>	Sirah Overton Invoice	06/03/2025	06/06/2025 Girls Softball 2025/Rec/May 22, 23, 27 & ...	Regular	0.00 0.00	112.00 112.00	306340
01596 <a href="#">5-25GasFD#1</a> <a href="#">5-25GasFD#2</a> <a href="#">5-25GasPool</a>	Southern California Gas Co Invoice Invoice Invoice	05/29/2025 05/29/2025 05/29/2025	06/06/2025 Natural Gas Consumption/4/9/25 - 5/8/25 Natural Gas Consumption/4/3/25 - 5/2/25 Natural Gas Consumption/4/7/25 - 5/6/25	Regular	0.00 0.00 0.00	110.81 32.71 63.80 14.30	306341
01924	Spectrum		06/06/2025	Regular	0.00	169.99	306342



## Check Report

Date Range: 05/31/2025 - 06/13/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">189457801050725</a>	Invoice	05/29/2025	Internet Service/FD#1/5/8/25 - 6/7/25	0.00	169.99	
01987	STC Traffic, Inc	06/06/2025	Regular	0.00	1,425.00	306343
<a href="#">8013</a>	Invoice	06/04/2025	Amendment No. 1 for Design & CM Signal ...	0.00	1,425.00	
01689	Tops N Barricades Inc	06/06/2025	Regular	0.00	579.70	306344
<a href="#">1113712</a>	Invoice	05/29/2025	Traffic Paint	0.00	579.70	
01732	Valley Pest Services Inc	06/06/2025	Regular	0.00	195.00	306345
<a href="#">14350478 MT</a>	Invoice	06/02/2025	Monthly Pest Control/WTP	0.00	85.00	
<a href="#">14350480 MT</a>	Invoice	06/02/2025	Monthly Pest Control/PD	0.00	50.00	
<a href="#">14350481 MT</a>	Invoice	06/02/2025	Monthly Pest Control/PW	0.00	60.00	
01738	Verizon Wireless	06/06/2025	Regular	0.00	254.87	306346
<a href="#">6112818639</a>	Invoice	05/29/2025	Cell Phone Services/FD#2/4/7/25 - 5/6/25	0.00	254.87	
01741	Veronica Ortiz	06/06/2025	Regular	0.00	65.00	306347
<a href="#">5-25Reimburse</a>	Invoice	06/02/2025	Reg./Labor Compliance for Local Agencies...	0.00	65.00	
01766	W.W. Grainger Inc	06/06/2025	Regular	0.00	258.83	306348
<a href="#">9516504629</a>	Invoice	06/02/2025	Cordless Spotlight with Battery	0.00	258.83	
01780	Westair Gases & Equipment Inc	06/06/2025	Regular	0.00	510.59	306349
<a href="#">0080662055</a>	Invoice	05/29/2025	Medical Oxygen/Cylinder Rental/Acetylene	0.00	286.69	
<a href="#">0080662056</a>	Invoice	05/29/2025	Medical Oxygen/Cylinder Rental	0.00	223.90	
02702	Wild West Kettle Korn	06/06/2025	Regular	0.00	500.00	306350
<a href="#">100</a>	Invoice	06/04/2025	50 pound bag of Kettle Corn Prepared	0.00	500.00	
00002	360 Business Products	06/13/2025	Regular	0.00	274.90	306351
<a href="#">CP-OE-QT-34431..</a>	Credit Memo	06/09/2025	Cabinet	0.00	-418.57	
<a href="#">OE-68332-1</a>	Invoice	06/09/2025	Legal Ruled Pads/Stapler/Clip Holder/Card...	0.00	78.73	
<a href="#">OE-QT-34431-1</a>	Invoice	06/09/2025	Stand with Shelf/Count. Desk/Cabinet/Ma...	0.00	518.63	
<a href="#">WO-47330-1</a>	Invoice	06/10/2025	Record Account Books	0.00	96.11	
00075	Allied Waste Services #467	06/13/2025	Regular	0.00	139,030.29	306352
<a href="#">0467-001747854</a>	Invoice	06/09/2025	Solid Waste Services/May 2025	0.00	139,030.29	
00084	AlSCO American Linen Div Steiner Corp	06/13/2025	Regular	0.00	353.79	306353
<a href="#">LYUM1884531</a>	Invoice	06/10/2025	Cleaning Services/Supplies/PW	0.00	32.02	
<a href="#">LYUM1884533</a>	Invoice	06/09/2025	Cleaning Srvcs/Supplies/City Hall	0.00	23.24	
<a href="#">LYUM1884542</a>	Invoice	06/09/2025	Cleaning Srvcs/Supplies/City Hall	0.00	37.36	
<a href="#">LYUM1887405</a>	Invoice	06/10/2025	Cleaning Services/Supplies/PD	0.00	184.03	
<a href="#">LYUM1887412</a>	Invoice	06/10/2025	Cleaning Services/Supplies/WTP	0.00	77.14	
00194	Bavco Backflow & Valve Co	06/13/2025	Regular	0.00	820.88	306354
<a href="#">332657</a>	Invoice	06/10/2025	Wilkins Pressure Vacuum Breaker Valve	0.00	820.88	
00215	Biometrics4All Inc	06/13/2025	Regular	0.00	34.50	306355
<a href="#">BRWPD0033</a>	Invoice	06/09/2025	RELAY FEES/May 2025	0.00	34.50	
00228	Brawley Ace Hardware	06/13/2025	Regular	0.00	750.42	306356
<a href="#">A41833/2</a>	Invoice	06/06/2025	Doorstop	0.00	4.95	
<a href="#">A75604/2</a>	Invoice	06/04/2025	Tape/Brush/Color Sample Paint	0.00	94.09	
<a href="#">A75606/2</a>	Invoice	06/09/2025	Lubricant Spray/Caution Tape	0.00	21.73	
<a href="#">A77842/2</a>	Invoice	06/10/2025	Utility Knife/Carpet Blade/Respirator N95...	0.00	39.76	
<a href="#">A77938/2</a>	Invoice	06/10/2025	Spray Paint/Primer	0.00	32.63	
<a href="#">A78292/2</a>	Invoice	06/10/2025	Window Cleaning Kit/Spackling Compound...	0.00	43.03	
<a href="#">A78377/2</a>	Invoice	06/05/2025	Paint Color Sample	0.00	15.20	
<a href="#">A79256/2</a>	Invoice	06/10/2025	Hammer Drive Anchor/Cleaner/Bolts Nuts...	0.00	24.18	
<a href="#">A79330/2</a>	Invoice	06/10/2025	Hedge Trimmer Cleaner/Engine Oil	0.00	51.13	
<a href="#">A79602/2</a>	Invoice	06/10/2025	Tape Measure/Dowel/Lumber Crayon/Ma...	0.00	49.76	
<a href="#">A80936/2</a>	Invoice	06/10/2025	Drop Cloths	0.00	91.31	
<a href="#">A81413/2</a>	Invoice	06/10/2025	Screwdriver Bits/Drop Cloths	0.00	23.02	



## Check Report

Date Range: 05/31/2025 - 06/13/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">A83618/2</a>	Invoice	06/10/2025	Blower Fan	0.00	81.55	
<a href="#">A83709/2</a>	Invoice	06/10/2025	Towels/Duct Tape/Stainless Steel	0.00	85.09	
<a href="#">A84669/2</a>	Invoice	06/10/2025	Spray Paint/Stencil Kit/Paint Tape/Propane	0.00	40.81	
<a href="#">A85117/2</a>	Invoice	06/10/2025	Hose Flexogen/Dishwashing Liquid	0.00	52.18	
	**Void**	06/13/2025	Regular	0.00	0.00	306357
00299	Canon Financial Services Inc	06/13/2025	Regular	0.00	67.43	306358
<a href="#">40921033</a>	Invoice	06/05/2025	Maintenance Overage/Parks & Rec/April 2...	0.00	67.43	
02560	Desert RV Service & Towing LLC	06/13/2025	Regular	0.00	74,441.52	306359
<a href="#">1441</a>	Invoice	06/09/2025	Window Tint/K9-Unit/VIN A74040	0.00	475.00	
<a href="#">1477</a>	Invoice	06/09/2025	Remove Lights/Extend Wiring/Unit 243	0.00	165.00	
<a href="#">1481</a>	Invoice	06/09/2025	Window Tint/Unit 255/VIN D18236	0.00	450.00	
<a href="#">1482</a>	Invoice	06/09/2025	Window Tint/Unit 254/VIN D17860	0.00	450.00	
<a href="#">1505</a>	Invoice	06/09/2025	Window Tint/Unit 1008/VIN D03545	0.00	400.00	
<a href="#">1545</a>	Invoice	06/09/2025	Window Tint/F-150 VIN F20155	0.00	400.00	
<a href="#">1549</a>	Invoice	06/09/2025	Window Tint/Ford Maverick/VIN A63133	0.00	400.00	
<a href="#">1551</a>	Invoice	06/09/2025	Window Tint/Ford F150/VIN D40758	0.00	400.00	
<a href="#">1604</a>	Invoice	06/09/2025	F-150 Steps/Unit 253/VIN RKP19838	0.00	465.00	
<a href="#">1605</a>	Invoice	06/09/2025	F-150 Step/Unit 1014/VIN RKD40758	0.00	488.25	
<a href="#">1606</a>	Invoice	06/06/2025	Led Lights Strips/CE Vehicle/VIN RRA72882	0.00	1,999.06	
<a href="#">1613</a>	Invoice	06/09/2025	Trail FX 72-5540/Unit 2502/VIN HKF20155	0.00	812.46	
<a href="#">1617</a>	Invoice	06/09/2025	Window Tint/K-9 Unit #2	0.00	475.00	
<a href="#">1618</a>	Invoice	06/09/2025	Window Tint/Code Enforcement/VIN A72...	0.00	400.00	
<a href="#">1620</a>	Invoice	06/09/2025	Window Tint/Unit 1010/VIN E50551	0.00	200.00	
<a href="#">1622</a>	Invoice	06/09/2025	ATC mini Fuse Tap/Comm. Service Unit/VL...	0.00	544.98	
<a href="#">1627</a>	Invoice	06/09/2025	Window Tint/F-150/VIN D00525	0.00	350.00	
<a href="#">1632</a>	Invoice	06/09/2025	Side Steps Installation/Unit 1010/VIN NEE...	0.00	821.94	
<a href="#">1643</a>	Invoice	06/09/2025	Special Equipment/Animal Control Truck	0.00	2,809.58	
<a href="#">1645</a>	Invoice	06/12/2025	DESERT RV INV 1645	0.00	29,833.87	
<a href="#">1646</a>	Invoice	06/12/2025	DESERT RV INV 1646	0.00	29,833.87	
<a href="#">1649</a>	Invoice	06/10/2025	Radio Removal/Unit #163	0.00	165.00	
<a href="#">1651</a>	Invoice	06/10/2025	Radio Removal/Unit #175	0.00	165.00	
<a href="#">1682</a>	Invoice	06/09/2025	Remove Radio/Unit 174/VIN A17363	0.00	165.00	
<a href="#">1683</a>	Invoice	06/09/2025	Emergency Strobe Light/Unit 221/VIN D05...	0.00	1,772.51	
	**Void**	06/13/2025	Regular	0.00	0.00	306360
00534	ECS Imaging Inc	06/13/2025	Regular	0.00	13,290.00	306361
<a href="#">19354</a>	Invoice	06/10/2025	Laserfiche Cloud Platform - Subscription	0.00	13,290.00	
00629	Federal Express Corp	06/13/2025	Regular	0.00	41.69	306362
<a href="#">8-878-22399</a>	Invoice	06/09/2025	Postage	0.00	41.69	
00657	Forensic Drug Testing Services Inc	06/13/2025	Regular	0.00	89.00	306363
<a href="#">2025-2161</a>	Invoice	06/09/2025	Drug Prevention & Program Mgmt (month...	0.00	89.00	
02327	Garda CL West Inc. Lockbox #233209	06/13/2025	Regular	0.00	152.69	306364
<a href="#">20640712</a>	Invoice	06/09/2025	Excess Items Shipped/May 2025	0.00	152.69	
00714	Gold Coast Environmental	06/13/2025	Regular	0.00	31,300.08	306365
<a href="#">14556</a>	Invoice	06/10/2025	New Effluent Weir Installation and Calibrat...	0.00	29,396.00	
<a href="#">14619</a>	Invoice	06/10/2025	Service/Cut Weir Plate Wall/Saw Blades	0.00	1,904.08	
00720	GovConnection Inc	06/13/2025	Regular	0.00	7,321.14	306366
<a href="#">76385968</a>	Invoice	06/09/2025	Jamf Software Subscription	0.00	1,924.44	
<a href="#">76413893</a>	Invoice	06/11/2025	Mobile Management Platform - Jamf Pro ...	0.00	5,215.44	
<a href="#">76487721</a>	Invoice	06/10/2025	Recon Magic Keyboard	0.00	181.26	
00820	Humane Society of Imperial County	06/13/2025	Regular	0.00	24,000.00	306367
<a href="#">04012025</a>	Invoice	06/10/2025	Humane Society Jan-Mar 2025	0.00	24,000.00	
00821	Imperial Valley Occupational Medicine	06/13/2025	Regular	0.00	951.72	306368

## Check Report

Date Range: 05/31/2025 - 06/13/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">4574</a>	Invoice	06/09/2025	Pre-Placement Physicals/DOT DMV/C.Badil..	0.00	951.72	
00924	Johnson Controls Fire	06/13/2025	Regular	0.00	70.69	306369
<a href="#">52997281</a>	Invoice	06/10/2025	Dry Chem All Inclusive Service	0.00	70.69	
02310	Juan Rodelo	06/13/2025	Regular	0.00	275.40	306370
<a href="#">6-25Travel</a>	Invoice	06/11/2025	Travel Adv/CA Wildland-Firing Operations/...	0.00	275.40	
00995	Kaz-Bros Design Shop	06/13/2025	Regular	0.00	5,646.55	306371
<a href="#">12194</a>	Invoice	06/04/2025	T-Shirts/Patches	0.00	543.75	
<a href="#">12368</a>	Invoice	06/04/2025	T-Shirts/Memorial Shirt	0.00	234.90	
<a href="#">12380</a>	Invoice	06/04/2025	Polo Shirts	0.00	793.70	
<a href="#">12409</a>	Invoice	06/09/2025	Decals/Installation #242	0.00	924.38	
<a href="#">12410</a>	Invoice	06/10/2025	Junior Officer Badges/Stickers	0.00	304.50	
<a href="#">12423</a>	Invoice	06/09/2025	Decals/Installation	0.00	924.38	
<a href="#">12424</a>	Invoice	06/10/2025	Engraving Name Plates	0.00	43.48	
<a href="#">12462</a>	Invoice	06/09/2025	Engrave/Softballs/Sign Laminated	0.00	377.46	
<a href="#">12474</a>	Invoice	06/09/2025	T-Shirts	0.00	1,500.00	
01025	LaBrucherie Irrigation Supp LLC	06/13/2025	Regular	0.00	314.57	306372
<a href="#">OM47675</a>	Invoice	06/10/2025	Hunter 4 Adj Rotor	0.00	29.93	
<a href="#">OM47718</a>	Invoice	06/10/2025	Liquid Gauge	0.00	71.92	
<a href="#">OM47768</a>	Invoice	06/10/2025	3 Gallon Igloo	0.00	135.46	
<a href="#">OM47821</a>	Invoice	06/10/2025	Garden Hose	0.00	47.69	
<a href="#">OM47822</a>	Invoice	06/10/2025	Freeze Bars	0.00	29.57	
01096	Mallory Safety & Supply LLC	06/13/2025	Regular	0.00	26.66	306373
<a href="#">6155870</a>	Invoice	06/10/2025	Safety Vest/Hard Hat	0.00	26.66	
01183	McNeece Bros Oil Company	06/13/2025	Regular	0.00	168.35	306374
<a href="#">364828</a>	Invoice	06/09/2025	Diesel Exhaust Fluid/Copper Room	0.00	58.62	
<a href="#">364904</a>	Invoice	06/09/2025	Diesel Fuel/Malan Clean up	0.00	109.73	
01311	Packers Mini Storage	06/13/2025	Regular	0.00	126.50	306375
<a href="#">6-25Storage</a>	Invoice	06/06/2025	Storage Unit B209/June 2025	0.00	126.50	
02715	Primo Brands	06/13/2025	Regular	0.00	66.37	306376
<a href="#">15E8730147066</a>	Invoice	06/11/2025	Cooler Rental/K Cups/PD/May 2025	0.00	66.37	
01361	Pro Record Storage Inc	06/13/2025	Regular	0.00	463.42	306377
<a href="#">0032076</a>	Invoice	06/06/2025	Storage/Tracking/Shredding Srvs/Admin/...	0.00	146.02	
<a href="#">0032146</a>	Invoice	06/06/2025	Storage/Tracking/Shredding/City Hall/May...	0.00	269.58	
<a href="#">0032149</a>	Invoice	06/09/2025	Storage/Tracking/Shredding/HR/May 2025	0.00	47.82	
01443	Rick's Roadrunner Lock & Safe	06/13/2025	Regular	0.00	174.06	306378
<a href="#">23456</a>	Invoice	06/09/2025	Duplicate Keys	0.00	29.06	
<a href="#">23513</a>	Invoice	06/10/2025	Service Call/Disassembly Cylinder to Remo...	0.00	145.00	
01527	San Diego Police Equipment Inc	06/13/2025	Regular	0.00	1,354.73	306379
<a href="#">664279</a>	Invoice	06/11/2025	Tactical Ammo/Ammunition	0.00	1,354.73	
01884	Sunbelt Rentals	06/13/2025	Regular	0.00	1,101.63	306380
<a href="#">168924902-0001</a>	Invoice	06/10/2025	Sharpen Blade/Chk Unit Cover/Adj Carb/H...	0.00	66.75	
<a href="#">169088013-0001</a>	Invoice	06/09/2025	Floor Scraper/Rental Equipment	0.00	113.88	
<a href="#">169212756-0001</a>	Invoice	06/09/2025	X Line	0.00	81.00	
<a href="#">169341294-0001</a>	Invoice	06/10/2025	Replace Deck Parts/Deck Service/Riding M...	0.00	840.00	
02413	Sylvia Vizcarra	06/13/2025	Regular	0.00	73.41	306381
<a href="#">6-25Reimburse</a>	Invoice	06/09/2025	IDP Color Ribbon	0.00	73.41	
01649	T-Mobile USA Inc	06/13/2025	Regular	0.00	2,111.03	306382
<a href="#">5-25TMobilePD</a>	Invoice	06/10/2025	On Call PD Cell Phone Usage/4/21/25 - 5/...	0.00	2,111.03	
01703	Tyler Technologies Inc	06/13/2025	Regular	0.00	580.00	306383

Check Report

Date Range: 05/31/2025 - 06/13/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">025-512814</a>	Invoice	06/09/2025	Payroll Reconfiguration	0.00	580.00	
01768	Wal-Mart Stores Inc #01-1555	06/13/2025	Regular	0.00	84.67	306384
<a href="#">2676 9173 5866 ...</a>	Invoice	06/09/2025	Batteries/HDMI Adapter	0.00	39.00	
<a href="#">4394 3399 1007 ...</a>	Invoice	06/04/2025	Cleaning Wipes/Calendar/Bottled Water	0.00	45.67	
01772	Waxie Sanitary Supply	06/13/2025	Regular	0.00	1,021.65	306385
<a href="#">83160894</a>	Invoice	06/09/2025	Janitorial Supplies	0.00	353.30	
<a href="#">83246667</a>	Invoice	06/09/2025	Gloves/Germicidal	0.00	614.32	
<a href="#">83249331</a>	Invoice	06/10/2025	Bath Tissue	0.00	54.03	
01793	William S Smerdon	06/13/2025	Regular	0.00	3,235.00	306386
<a href="#">2764</a>	Invoice	06/06/2025	Attorney Services/430/25 - 5/30/25	0.00	3,235.00	
01802	Xerox Corporation	06/13/2025	Regular	0.00	476.94	306387
<a href="#">023661994</a>	Invoice	06/06/2025	Meter Usage/Charges/Admin/4/21/25 - 5...	0.00	476.94	
01985	Navia Benefit Solutions Inc	06/09/2025	Bank Draft	0.00	200.00	DFT0003947
<a href="#">10979585</a>	Invoice	06/03/2025	Monthly Minimum Fee/May 2025	0.00	200.00	
01784	WEX Bank	06/04/2025	Bank Draft	0.00	24,607.87	DFT0003949
<a href="#">105079869</a>	Invoice	06/10/2025	Monthly Fuel Cost/May 2025	0.00	24,607.87	

Bank Code US Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	251	111	0.00	1,523,311.62
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-405.00
Bank Drafts	2	2	0.00	24,807.87
EFT's	27	10	0.00	112,807.37
	<b>280</b>	<b>127</b>	<b>0.00</b>	<b>1,660,521.86</b>

## All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	251	111	0.00	1,523,311.62
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-405.00
Bank Drafts	2	2	0.00	24,807.87
EFT's	27	10	0.00	112,807.37
	<b>280</b>	<b>127</b>	<b>0.00</b>	<b>1,660,521.86</b>

## Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2025	1,660,521.86
			<b>1,660,521.86</b>



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# Monthly Transaction Report

Date Range: 5/31/2025 - 6/13/2025

Account Number	Name	Date	Type	Amount	Reference	Packet	Receipt				Adj Type
01-0307-02	ARAIZA, FRANCISCO	6/3/2025	Refund	109.73	Check #: 306273	UBPKT08916					
					Revenue Code	Current	Plus 1	Plus 2	Plus 3	Plus 4	Balance
					996	109.73	0.00	0.00	0.00	0.00	109.73
					Aging Total:	109.73	0.00	0.00	0.00	0.00	109.73
Transaction Grand Total for Period:				109.73							

Totals by Transaction Type

Transaction Type	Count	Amount
Refund	1	109.73
Total for Period:	1	109.73

Totals by Transaction Type and Revenue Code

Transaction Type	Revenue Code	Count	Amount
Refund	996 - 996	1	109.73
Refund Total:			109.73
Total for Period:		1	109.73

Totals by Revenue Code

Revenue Code	Count	Amount
996 - 996	1	109.73
Total for Period:	1	109.73

# City of Brawley

City Council

July 01, 2025

Agenda Item No 4d

## STAFF REPORT



**To:** City Council  
**From:** Emmet Fried, Assistant to the Manager  
**Prepared by:** Emmet Fried, Assistant to the Manager  
**Subject:** Ratification of City Manager Contract

### RECOMMENDATION:

It is recommended that the City Council ratify the employment contract for the City Manager, Rebecca Terrazas-Baxter, as presented.

### BACKGROUND INFORMATION:

Following a comprehensive search and selection process, Rebecca Terrazas-Baxter was selected as the most qualified candidate for the position of City Manager. The contract has been reviewed and approved by the City Attorney and aligns with the city's policies and budget.

### FISCAL IMPACT:

The financial terms of the contract are within the approved budget for FY25/26

### ALTERNATIVES:

The City Council could decide to reject the employment contract. This would necessitate restarting the search process for a new City Manager, which could result in delays and additional costs.

### ATTACHMENTS:

1. Employment Agreement Between the City of Brawley and Rebecca Terrazas-Baxter

### REPORT COORDINATED WITH (other than person preparing the staff report):

Staff, Title or Consultant, Agency

, , ,

### REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Jimmy Duran, City Manager

Silvia Luna, Finance Director

Status – Date of Status

Approved - 6/26/2025

Approved - 6/26/2025

**EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF BRAWLEY  
AND  
REBECCA TERRAZAS-BAXTER**

4d.1

This Employment Agreement (hereinafter "Agreement") is made this 23<sup>rd</sup> day of June 2025 by and between the City of Brawley, a municipal corporation (hereinafter "Employer"), and Rebecca Terrazas-Baxter (hereinafter "Employee").

**WITNESSETH**

**WHEREAS**, the City of Brawley desires to appoint Rebecca Terrazas-Baxter to serve in the position of City Manager and to establish the terms and conditions of her employment; and

**WHEREAS**, Employer and Employee have negotiated the terms and conditions of employment; and

**WHEREAS**, Employee accepts such employment on the terms and conditions set forth herein; and

**WHEREAS**, the parties wish to execute an agreement covering terms and conditions of employment.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. Position and Duties.

Employee shall serve as the City Manager for the City of Brawley commencing 21<sup>st</sup> day of July 2025, and ending July 20, 2028. Thirty (30) days prior to the end of the term, the City Council and the employee will negotiate terms and conditions of potential future employment.

2. Compensation.

As payment and consideration for the services rendered by Employee under this Agreement, the Employer shall compensate Employee with the following base annual salary, subject to applicable taxes and withholdings:

July 21, 2025, through July 20, 2026 ("Year 1"): One hundred ninety-two thousand dollars (\$192,000)

July 21, 2026, through July 20, 2027 ("Year 2"): Two hundred two thousand dollars (\$202,000)

July 21, 2027, through July 20, 2028 ("Year 3"): Two hundred twelve thousand dollars (\$212,000)

The above salaries represent the base salary amounts and do not include any increases that may result from the Employee's annual performance evaluations. Any approved merit-based increases, as outlined in Section 3 (Annual Review), shall be applied to the applicable base salary retroactive to July 21 of each year.

Salary payments shall be made in accordance with the Employer's regular payroll schedule.

Business expenses reasonably incurred in performing the duties of the City Manager shall be reimbursed by the Employer in accordance with Employer's duly adopted travel policy. Employer shall also pay for Employee's annual dues for memberships needed for the position of City Manager. Employer shall also pay for Employee's travel and subsistence expenses of the Employee for short courses, institutes and seminars that are necessary for the Employee's professional development and for the good of the Employer with prior approval from the Council. Expenses not specifically budgeted require prior approval of the City Council.

3. Annual Review.

Annual performance evaluations shall be conducted by the City Council no less than once per year. Evaluations shall be based on the execution of City Manager duties and an approved work plan.

Upon receiving a satisfactory performance evaluation for Year 1, the Employee shall receive a 2% increase to Year 2 base salary . Upon receiving a satisfactory performance evaluation for Year 2, the Employee shall receive a 3% increase to Year 3 base salary .

Any approved salary increase resulting from the annual evaluation shall be retroactive to July 21 of the applicable year, regardless of the evaluation date.

4. Car Allowance.

Employee shall receive a car allowance in the amount of four hundred dollars (\$400.00) per month.

5. Residence.

Employee agrees to reside within a thirty-minute response time to the Administration office.

6. Cell Phone Allowance.

Employer agrees to pay Employee a cell phone allowance of \$75 per month.

7. Medical/Life Insurance.

Group Health Plan. Employee shall be eligible for the Employer's comprehensive major medical, dental, life and vision care insurance program that is provided to other City management team employees.

8. Retirement.

Employer shall maintain Employee in the PERS 2%@62 for PEPR Miscellaneous Members, One Year Final Compensation Plan. Employee will continue to contribute to the Public Employees' Retirement System (PERS) the Employee portion which is currently at 7.75% of the base pay.

9. At-Will Employment Status and Exemption from City's Personnel System.

Employee's employment is at-will and Employee is exempt from the City's Personnel System and has no property rights in her employment. It is further understood and agreed by and between the parties that the Employee serves at the will and pleasure of the City Council.



10. Leave.

Paid leave is provided to Employee for the purpose of rest and relaxation from duties and for attending to medical situations and personal business. Such leave includes time commonly referred to as administrative leave. Employee shall accrue vacation, sick leave and administrative leave in the same manner as other City management team employees.

- a. Scheduling. Employee's requests to take leave must have prior approval of Employer. Such approval shall not be unreasonably withheld.
- b. Payment of Annual Leave at Termination. Upon termination of employment, Employee shall be paid for any accrued leave in the same manner as other City management team employees.

11. Holidays.

Employee shall receive those holidays provided to City management team employees.

12. Full-Time Commitment.

During the term of this Agreement, Employee shall dedicate full time to fulfilling her responsibilities hereunder. Employee shall not be involved in any outside activity that conflicts with the performance of her duties as the City Manager for the City of Brawley.

13. Termination/Severance Pay.

In the event Employer wishes to terminate Employee for other than willful misconduct, the Employer shall give Employee thirty days (30) written notice. If Employee is terminated for other than willful misconduct, Employee receives a severance in an amount equal to six (6) times her monthly base salary at the end of the notice period.

14. Severability.

If any of the provisions of this Agreement are held to be illegal, invalid or unenforceable in any respect, the remainder of the agreement and all other provisions hereunder shall not be affected thereby, and such provision shall be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.

15. Assignment.

This agreement shall be binding upon and insure to the benefit of Employer, its successors and assigns and to the benefit of Employee, her heirs, and legal representatives, except that Employee's duties to perform future services and the right to receive payment therefore are hereby expressly agreed to be non-assignable and nontransferable.

16. Governing Law.

This agreement shall be governed by the laws of the State of California, and any litigation concerning this Agreement shall be filed and maintained in the State of California.

17. Complete Agreement.

This document between the parties constitutes the complete agreement and supersedes all previous agreements and understandings.

18. Indemnification.

Employer agrees to defend, indemnify, and hold harmless the Employee from claims arising from Employee's acts within the scope of her employment as required by law.

19. Notices.

Any notice to be given Employee hereunder shall be sufficiently served if given to her personally, or if deposited in the United States mail, registered or certified, addressed to her at the address on file, or at such other address as Employee may hereafter specify for the service of notices. Any notice to be given to the Employer hereunder shall be addressed to the City Council of the City of Brawley and delivered to the City Clerk at City Hall, 383 Main Street, Brawley, California 92227.

20. Attorney's Fees and Costs.

If any action of law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief, which such party may be entitled. As used in this provision, a party shall be deemed to prevail only if they recover an amount in excess of an offer and compromise filed in the action pursuant to the provisions of Section 998 of the California Code of Civil Procedure. Any award of attorney's fees pursuant to this provision shall be based on only the amount recovered in excess of the offer and compromise.

**IN WITNESS WHEREOF** the said parties have executed this agreement as of this 23<sup>rd</sup> day of June, 2025.

EMPLOYER

By \_\_\_\_\_  
Gil Rebollar, Mayor, City of Brawley

EMPLOYEE

By \_\_\_\_\_  
Rebecca Terrazas-Baxter

APPROVED AS TO FORM:

By \_\_\_\_\_  
William Smerdon, City Attorney

ATTEST:

By \_\_\_\_\_  
Ana Gutierrez, City Clerk

# City of Brawley

City Council

July 01, 2025

Agenda Item No 4e

## STAFF REPORT



**To:** City Council  
**From:** William Smerdon, City Attorney  
**Prepared by:** William Smerdon, City Attorney  
**Subject:** Recommendation to Reject Claim Presented to the City

### RECOMMENDATION:

Reject one claim pending against the City.

### BACKGROUND INFORMATION:

There is a claim pending against the City that need Council's attention. The claim is summarized as follows:

The Claim was submitted one behalf of a minor. (The minor's name is not provided to protect the minor's privacy.) The claim alleges that while on school grounds at BUHS, an unidentified person distributed and/or forced the minor to ingest an unidentified controlled substance, resulting in intoxication and headaches. The claim alleges that this occurred on December 17, 2024.

The claim further alleges that the Imperial County Office of Education failed to properly train and supervise staff and failed to provide a safe and secure environment for students.

Nothing is stated in the claim that suggests how the claimant believes that the City is responsible for the loss.

JPIA has requested that we reject the claim.

### FISCAL IMPACT:

Negligible to reject claims.

### ALTERNATIVES:

No alternatives are recommended, the City is required to cooperate with the JPIA with respect to claims.

### ATTACHMENTS:

1.

### REPORT COORDINATED WITH (other than person preparing the staff report):

Staff, Title or Consultant, Agency

Shirley Bonillas, Human Resources Administrator, , City of Brawley

**REPORT APPROVAL(S):**

Staff, Title or Consultant, Agency

Jimmy Duran, City Manager

Silvia Luna, Finance Director

Status – Date of Approval

Approved - 6/26/2025

Approved - 6/26/2025

4e



Administrative Office - 1402 D Street - Brawley - CA 92227  
P: (760) 351-7000  
F: (760) 344-9712  
1690 West Adams Ave. - El Centro - CA 92243  
P: (760) 337-7500  
F: (760) 337-1585  
[www.ivha.org](http://www.ivha.org)



June 23, 2025

Mayor Rebollar and Council Members for the City of Brawley  
383 Main Street  
Brawley, CA 92227

Re: Recommendation for re-appointment  
to the Imperial Valley Housing Authority Board of Commissioners

Dear Mayor Rebollar and Brawley City Council,

We understand the Council will be reviewing appointments to our Board of Commissioners. I would like to take this opportunity to respectfully submit our recommendation for the re-appointment of Mary L. Miller and Robert Palacio to our Board.

We have been fortunate to have had Mary L. Miller serve on the IVHA Board for over 40 years. Her strong commitment to our community is evident in her service not only to the City of Brawley, but to the community in Imperial Valley. She is a champion for affordable housing. You will not be surprised to learn the City of Brawley has been represented by Mary L. Miller with the highest levels of integrity, ethics, dedication and professionalism since her appointment over 40 years ago and currently serves as our Vice Chair.

IVHA is appreciative to the City of Brawley for appointing Robert Palacio to our Board 12 years ago. Mr. Palacio has brought his experience from his career with the State of California to our Board. This is evident in IVHA being ranked a High Performing Housing Authority by the U.S. Department of Housing and Urban Development. He is committed to serving the needs of our population and has been a vocal advocate for affordable housing. Mr. Palacio provides oversight and emphasizes the importance of managing this Authority and our responsibilities with the highest levels of accountability. Mr. Palacio has served on countless committees which have been valuable to our continued efforts to serve the residents of the City of Brawley and Imperial Valley. Mr. Palacio has served as the Chair of the Imperial Valley Housing Authority Board for the last 10 years, serving in this capacity with the full respect of the Board and our staff.

We respectfully request your consideration to re-appoint Mary L. Miller and Robert Palacio to the Imperial Valley Housing Authority Board of Commissioners. If you have any questions at all, you may reach me at [kmann@ivha.org](mailto:kmann@ivha.org).

Respectfully,

A handwritten signature in blue ink that reads 'Kirk Mann'.

Kirk Mann, Executive Director

# City of Brawley

City Council

July 01, 2025

Agenda Item No 6a

## STAFF REPORT



**To:** City Council  
**From:** Emmet Fried, Assistant to the City Manager  
**Prepared by:** Emmet Fried, Assistant to the City Manager  
**Subject:** Request for a donation to the Brawley Sunstrokers Swim Team

### RECOMMENDATION:

Approve a donation of \$550 to the Brawley Sunstrokers Swim Team to cover 10 days at Calipatria swimming pool.

### BACKGROUND INFORMATION:

The Brawley Lions Center pool is currently inoperable. To accommodate the swimming needs of our residents and support the Brawley Sunstrokers Swim Team during this period, the Sunstrokers are seeking a \$550 donation. The City of Brawley will cover the costs for 10 days of pool usage fees at the Calipatria pool by making the payment to the City of Calipatria on behalf of the Brawley Sunstrokers Swim Team. This funding will cover the costs associated with using the Calipatria pool, ensuring that both community members and the swim team have access to swimming facilities during this time.

### FISCAL IMPACT:

The FY25/26 Budget includes a modest allocation for City Council contributions, to be used at their discretion.

### ALTERNATIVES:

The City Council could choose not to approve the requested donation.

### ATTACHMENTS:

1.

### REPORT COORDINATED WITH (other than person preparing the staff report):

Staff, Title or Consultant, Agency

, , ,

### REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Jimmy Duran, City Manager

Silvia Luna, Finance Director

Status – Date of Status

Approved - 6/24/2025

Approved - 6/24/2025

# City of Brawley

City Council

July 01, 2025

Agenda Item No 6b

## STAFF REPORT



**To:** City Council  
**From:** Jimmy Duran, Interim City Manager  
**Prepared by:** Jimmy Duran, Interim City Manager  
**Subject:** **City Council Meeting Dates for August 2025**

### RECOMMENDATION:

Staff recommends that the City Council go "dark" for the month of August 2025.

### BACKGROUND INFORMATION:

Historically, the City Council has opted to go "dark" for two meetings during the summer months to accommodate seasonal scheduling, staff workload, and reduced agenda items.

In 2023, the Council canceled the last meeting in August and the first meeting in September (the meeting immediately following Labor Day).

In 2024, the Council chose to go dark on August 6 and August 20, canceling both regular meetings that month.

For 2025, in keeping with this trend and to allow for staff scheduling flexibility and summer planning, staff recommends canceling both regular City Council meetings in August (08/04/25 & 08/18/25). If any time-sensitive matters arise during this period, a special meeting may be called.

### FISCAL IMPACT:

None

### ALTERNATIVES:

The Council may choose to hold all regularly scheduled meetings in August 2025 or provide alternate dates.

### ATTACHMENTS:

1.

### REPORT COORDINATED WITH (other than person preparing the staff report):

Staff, Title or Consultant, Agency

, , ,

### REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Silvia Luna, Finance Director

Jimmy Duran, City Manager

Status – Date of Status

Approved - 6/26/2025

Approved - 6/26/2025

6b



# City of Brawley

City Council

July 01, 2025

Agenda Item No 6c



## STAFF REPORT

**To:** City Council  
**From:** Jimmy Duran, Interim City Manager  
**Prepared by:** Jimmy Duran, Interim City Manager  
**Subject:** **Authorization to enter into an Agreement with Best Best & Krieger LLP to provide Legal Services**

### RECOMMENDATION:

Staff recommends that the City Council authorize the Interim City Manager to execute an agreement with Best, Best & Krieger LLP (BB&K) for as-needed legal services in an amount not to exceed \$90,000 for Fiscal Year 2025–2026.

### BACKGROUND INFORMATION:

As the legal needs of the City continue to grow in complexity and volume, there is an increasing demand for access to specialized legal expertise and added capacity. Best, Best & Krieger LLP (BB&K) is a well-established municipal law firm with extensive experience representing public agencies across California. BB&K previously provided special counsel services to the City during the third and fourth quarters of Fiscal Year 2024-2025 under a contract signed in February 2025.

The proposed agreement will allow the City to:

1. Obtain assistance in specialized legal matters, including land use and planning, California Environmental Quality Act (CEQA), contracts, employment, housing, economic development, and regulatory compliance;
2. Ensure continuity of legal support when the City Attorney is unavailable or recused due to a conflict;
3. Expand legal capacity as needed for time-sensitive or high-demand projects.

This agreement will serve as a flexible tool to enhance the City's legal coverage without the need for permanent staffing increases.

### FISCAL IMPACT:

The agreement with BB&K will be not to exceed \$90,000 for Fiscal Year 2025–2026. Legal services will be billed at hourly rates in accordance with the agreement. Funds will be budgeted under the City's adopted legal services allocation.

### ALTERNATIVES:

Decline to authorize the agreement and rely solely on existing City Attorney services.

**ATTACHMENTS:**

1.

**REPORT COORDINATED WITH (other than person preparing the staff report):**

Staff, Title or Consultant, Agency

Silvia Luna, Finance Director, ,

**REPORT APPROVAL(S):**

Staff, Title or Consultant, Agency

Silvia Luna, Finance Director

Jimmy Duran, City Manager

Status – Date of Status

Approved - 6/26/2025

Approved - 6/26/2025



June 25, 2025

**VIA EMAIL TO JDURAN@BRAWLEY-CA.GOV**

Jimmy Duran  
Interim City Manager  
City of Brawley  
383 Main Street  
Brawley, CA 92227

Re: Proposal to Provide Legal Services (Proposal #2)

Dear Jimmy:

On behalf of Best Best & Krieger LLP (BBK), I'm pleased to provide this proposal to provide legal services to the City of Brawley (City). We understand this is a limited engagement for the City with a maximum of \$90,000.00. If the City requests additional legal services beyond the maximum amount, we can offer our legal services at the rates and terms listed below and in the attached agreement.

BBK is California's oldest and largest full-service public agency law firm. Our organization has concentrated its practice on the representation of municipalities, special districts and other public agencies for more than 130 years, providing counsel in a wide array of practice areas. Our dedication to offering the highest quality legal counsel, combined with our commitment to local accessibility, responsiveness and familiarity sets us apart as leaders in California municipal law.

Under increasing pressure posed by state and federal government mandates and insufficient available funding, cities and public agencies must balance budgets, manage competing interests and serve their constituencies. Meeting all these needs requires a high level of regulatory and legal knowledge and experience, as well as public relations and political finesse.

Over 465 cities, counties, housing authorities, successor agencies and joint powers authorities rely on BBK for comprehensive, cost-effective counsel. Our attorneys help clients successfully maneuver through legal complexities and governmental directives, enabling them to focus on providing superior service to their communities.

### **Firm Experience**

BBK attorneys are experienced in drafting and reviewing ordinances, which has proven to be beneficial to our municipal clients. Recently, our attorneys have drafted ordinances relating to

administrative fines and penalties, adult businesses, leafleting, charitable and business solicitation, graffiti abatement, loitering and property maintenance ordinances.

We routinely work with city and public agency staff to address areas of local codes that need to be changed due to changes in the law and local circumstances and to ensure that local noticing and publishing requirements are met. We believe this is an essential component of being a part of a city's legal counsel team.

We tailor our agreements to our individual client needs. For some, we draft all ordinances and resolutions; for others, we review staff drafts for legal sufficiency. Moreover, we have assisted clients in sophisticated enforcement issues requiring the application of overlapping policies and procedures, rules and regulations, ordinances, easements and other enforcement measures. We frequently assist our clients with development of various policies and procedures including information technology access, and privacy and use policy development and implementation.

### **Proposed Team**

BBK's proposed legal team consists of attorneys with extensive experience in all aspects of public agency law. **Carlos L. Campos** will act as lead attorney and primary point of contact. He will be assisted as needed by **Marco A. Martinez, Seth Merewitz** and **Clarissa Evangelist Thurston**.

Resumes for our proposed team are attached following our proposal.

In addition to our proposed attorney team, any of the firm's 250 attorneys can and will be called upon should the City face matters in special counsel areas and added to the team upon further review with the City. Our paralegals, who possess decades of experience in core public law issues, such as the Public Records Act and all matters of conflicts of interest, will also be available to the City, as will our experienced legal practice assistants, IT staff, librarians and other administrative personnel.

### **Conflicts**

BBK maintains a detailed database of client information. Before proposing to represent a new client, the database is accessed to determine whether any conflicts of interest exist. Additionally, each attorney is emailed a description of the proposed representation and asked to comment on any potential conflicts. This database is overseen and managed by our firm's Billing and Client Information Department. After checking the database and consulting our attorneys, we have concluded that BBK does not have any actual or potential conflicts of interest that would disqualify us from serving as legal counsel for City of Brawley.

While we have not identified any direct conflicts, BBK has determined that an advance water waiver will be needed from the City should this work be awarded to BBK.

### **Proposed Rate Structure**

BBK recognizes the need to keep legal costs under control. We have a longstanding commitment to the affordable delivery of legal services to municipalities and public agencies. Given our experience, we often get the job done in much less time, resulting in lower costs. In addition, BBK partners are thoughtful of staffing routine tasks to associates and paralegals, when appropriate, who are billed at much lower rates for cost considerations.

#### **Proposed Hourly Rates – General Legal Services**

BBK proposes the following rates for general counsel legal services as needed, including but not limited to municipal code review and updates and other day-to-day legal services should the need arise:

<b>Title</b>	<b>Hourly Rate</b>
Partners & Of Counsel	\$295.00 per hour
Associates	\$260.00 per hour
Paralegals, Law Clerks, Analysts	\$175.00 per hour

#### **Proposed Hourly Rates – Public Records Act Services by Advanced Records Center (ARC), As Needed**

BBK has developed an Advanced Records Center (ARC) team to handle the influx of Public Records Requests which many of our municipal clients are faced with. With ARC, BBK combines its legal acumen and experience with cutting-edge technology to provide comprehensive and cost-effective support for non-routine records-related matters. Specifically, the ARC team will assist the City with non-routine Public Records Act processing and policy drafting as needed. For this service, we propose the following blended rate:

<b>Title</b>	<b>Hourly Rate</b>
ARC Team – Attorneys, Paralegals, Law Clerks and Analysts	\$215.00 per hour

Other Specialized Legal Services

As a full service law firm, BBK is ready and willing to assist with a variety of special counsel legal services, if the City should have need. A description of special legal services, as well as rate ranges are included as part **Exhibit A – Legal Services Agreement**, which follows this proposal. In addition, we have Third-Party Reimbursable Services and Public Finance/Bond Services further detailed in Exhibit A.

Thank you for considering BBK to partner with you as legal counsel. Please let me know if I can answer any questions or if you would like to further discuss this proposal.

Sincerely,



Carlos L. Campos  
of BEST BEST & KRIEGER LLP

CLC

**EXHIBIT A – LEGAL SERVICES AGREEMENT**

Please find on the following pages our proposed Legal Services Agreement for your review and signature.



June 25, 2025

**VIA EMAIL TO JDURAN@BRAWLEY-CA.GOV**

Jimmy Duran  
Interim City Manager  
City of Brawley  
383 Main Street  
Brawley, CA 92227

Re: Legal Services Agreement

Dear Mr. Duran:

ABOUT OUR REPRESENTATION

Best Best & Krieger LLP is pleased to represent City of Brawley. Specifically, we will review and update the City's ordinances and municipal code as well as handle other legal services as needed.

We understand this is a limited engagement for the City with a maximum of \$90,000.00. If the City requests additional legal services beyond the maximum amount, we can offer our legal services at the rates and terms listed below under the revised scope and amount.

This letter constitutes our agreement setting the terms of our representation. If you want us to represent you and agree to the terms set forth in this letter, after you review the letter please sign it and return the signed copy to us.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing you. Similarly, you will be included in our list of clients to ensure we comply with the Rules of Professional Conduct with respect to you.

We have checked the following names against our client index: City of Brawley. Based on that check, we can represent you. Please review the list to see if any other persons or entities



6c.1

should be included. If you do not tell us to the contrary, we will assume that this list is complete and accurate. We request that you update this list for us if there are any changes in the future.

#### YOUR OBLIGATIONS ABOUT FEES AND BLENDED RATES

We have already discussed with you the fee arrangement. The hourly rates are as follows:

##### General Legal Services

BBK will provide General Counsel legal services as needed, including municipal code review and updates and other day-to-day legal services that are not otherwise specifically identified below as either Public Records Act Services, Special Legal Services or Complex Legal Services and are billed at the following rates:

Partners & Of Counsel	\$295 per hour
Associates	\$260 per hour
Paralegals, Law Clerks, and Analysts	\$175 per hour

##### Public Records Act Services by Advanced Records Center (ARC)

ARC team will assist the City with non- routine Public Records Act processing and policy drafting as needed. These services will bill at:

Attorneys, Paralegals, Law Clerks and Analysts	\$215 per hour
--	----------------

##### Special Legal Services

Special legal services shall include but are not limited to:

- A. Litigation and formal administrative or other adjudicatory hearing matters
- B. Labor relations and employment matters
- C. Non-routine real estate matters (e.g., CC&Rs, deed or title work)
- D. Land acquisition and disposal matters (including pre-condemnation)
- E. Successor Agency and housing matters
- F. Taxes, fees and charges matters (e.g., Prop. 218 & Mitigation Fee Act)
- G. Public construction disputes
- H. Non-routine contract negotiation matters (including non-BBK model agreements and franchise agreements)
- I. Non-routine land use and development matters (including general plan updates, Williamson Act issues, annexations and development agreements)
- J. Environmental matters (e.g., CEQA, NEPA, endangered species)
- K. Water law matters (e.g., water rights & quality)

- L. Tax and ERISA related matters, employee benefits
- M. Toxic substances matters (e.g., CERCLA, RCRA)
- N. Complex public utility matters (e.g., electric, natural gas, telecommunications, water, rail or transit that involve state or federal regulatory issues)
- O. Renewable energy and energy efficiency project contracts and power purchase agreements
- P. Intergovernmental Relations and Advocacy efforts (e.g., legislative and regulatory representation) at the federal and state level.
- Q. Non-routine election law matters, including election law litigation.
- R. Other matters mutually agreed upon between BBK and the City Manager.

For the special legal services listed above, BBK attorneys will bill at then-current individual public rates which are based on experience and areas of expertise. Hourly rates for those attorneys currently fall within the following ranges:

Partners and Of Counsel	\$305 - \$495 per hour
Associates	\$260 - \$330 per hour
Paralegals, Clerk and Analysts	\$145 - \$270 per hour
Consultants and Government Affairs	\$260 - \$470 per hour

#### Other Billing Personnel

If, as, and when BBK employs additional or different billing personnel, this Agreement may be supplemented by written administrative memoranda, providing for the categories and billing rates for such personnel, which memoranda may be approved by the City Manager.

#### Annual Adjustments

The above rates and rate ranges will be adjusted annually. Beginning July 1, 2026, and every July 1 thereafter with advanced written notice, the blended rates for General Counsel and PRA/ARC Legal Services shall be increased for the change in the cost of living for the most recently published twelve (12) month period, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth San Diego-Carlsbad, CA area (bi-monthly) provided, however, that such adjustment shall never be lower than zero percent (0%). The individual rates for Special Legal Services are subject to annual adjustment as well, adjusting for inflation and market trends as is appropriate for each area of specialization. In addition to the automatic rate increases, either BBK or the Client may initiate consideration of a rate increase at any time.

#### Third Party Reimbursable Legal Services

Third Party Reimbursable Legal Services Third Party Reimbursable Legal Services shall include legal services provided to the Client for which the Client receives reimbursement from a developer or other third party. These reimbursable legal services include, but are not limited to, negotiation and review of development agreements, planning entitlements, review of CC&Rs;

establishment of financing districts (i.e., Community Facilities Districts; Assessment Districts; Landscape and Lighting Maintenance Districts); the processing of land use/environmental projects for which the Client is entitled to reimbursement, as well as defending any challenges to project entitlements or any dispute or litigation related to such reimbursable legal services. For Third Party Reimbursable work, Client shall pay BBK's then-current published standard private rates. These rates are reviewed and updated annually on December 1.

#### Public Finance & Bond Services

Public Finance & Bond Services BBK will provide bond counsel, special counsel or disclosure counsel services at the request of the Client. Such bond counsel and specialized counsel services include the preparation of all legislative approvals and legal documentation relating to the appropriate sale and delivery of the bonds, notes or other obligations. BBK will also prepare such closing certificates and legal opinions necessary for the delivery of the bonds. As disclosure counsel, we will prepare the disclosure documents for the Client and conduct the necessary due diligence related to the transaction. Our fees will be determined based upon the type of financing and the expected involvement of the attorneys involved. We will provide the Client with a detailed description of our services and our fees and reimbursable costs upon the Client's request. Notwithstanding the foregoing, in those cases where the fees are reimbursable by a third party, at BBK's option it may proceed on an hourly basis and utilize the Third Party Reimbursable Legal Services category provided for in this Agreement, including with respect to services rendered for the formation of, or annexation to, a CFD (of either the Client or other local public agency), as well as the negotiation and preparation of funding agreements and joint financing agreements. Legal services related to the Client's compliance with its continuing disclosure covenants and provide such necessary advice on the Client's compliance shall be billed as Special Legal Services above.

The billing policies are described in the memorandum attached to this letter, entitled "Best Best & Krieger LLP's Billing Policies." You should consider the Billing Policies memorandum part of this agreement as it binds both of us. For that reason, you should read it carefully.

#### INSURANCE

We understand that you are not now insured or have any insurance that may cover potential liability or attorneys' fees in this case. If you think you may have such insurance, please notify me immediately.

We are also pleased to let you know that Best Best & Krieger LLP carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

#### NEW MATTERS

When we are engaged by a new client on a particular matter, we are often later asked to work on additional matters. You should know that such new matters will be the subject of a new

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signed supplement to this agreement. Similarly, this agreement does not cover and is not a commitment by either of us that we will undertake any appeals or collection procedures. Any such future work would also have to be agreed upon in a signed supplement.

#### CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients' time and money. By signing this letter you will be confirming your approval of this practice in your case.

#### HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance with our attached Billing Policies memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

#### CLIENT FILE

If you do not request the return of your file, we will retain your file for five years. After five years, we may have your file destroyed. If you would like your file maintained for more than five years or returned, you must make separate arrangements with us.

#### THANK YOU

On a personal note, we are pleased that you have selected Best Best & Krieger LLP to represent you. We look forward to a long and valued relationship with you and appreciate your confidence in selecting us to represent you in this case. If you have any questions at any time about our services or billings, please do not hesitate to call me.

If this letter meets with your approval, please sign and date it, and return the original to us. We have enclosed a separate signed copy of this letter for your records.

Sincerely,



Carlos L. Campos  
Partner  
of BEST BEST & KRIEGER LLP

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CLC

AGREED AND ACCEPTED:

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

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

## BEST BEST & KRIEGER LLP'S BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or to our Accounts Receivable Department (accounts.receivable@bbklaw.com). Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

### INVOICE AND PAYMENT OPTIONS

Best Best & Krieger strives to meet our clients' needs in terms of providing a wide variety of invoice types, delivery and payment options. Please indicate those needs including the preferred method of invoice delivery (Invoice via Email; or USPS). In addition, accounts.receivable@bbklaw.com can provide a W-9 upon request and discuss various accepted payment methods.

### FEES FOR PROFESSIONAL SERVICES

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. All legal services are billed in one-tenth of an hour (0.10/hour) or six-minute increments. Our attorneys are currently billed at rates from \$260 to \$1085 per hour, and our administrative assistants, research assistants, municipal analysts, litigation analysts, paralegals, paraprofessionals and law clerks are billed at rates from \$145 to \$350 per hour for new work. These rates reflect the ranges in both our public and our private rates. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

**Non-Attorney Personnel:** BBK may employ the services of non-attorney personnel under the supervision of a BBK attorney in order to perform services called for in the legal services agreement. The most common non-attorney

personnel utilized are paralegals. Other types of non-attorney personnel include, but are not limited to, case clerks, litigation analysts, and specialty consultants. The client agrees that BBK may use such non-attorney personnel to perform its services when it is reasonably necessary in the judgment of the responsible BBK attorney. Hourly fees for non-attorney personnel will be charged at the rate then in effect for such personnel. A copy of BBK's current rates and titles for non-attorney personnel will be provided upon request.

### FEES FOR ELECTRONICALLY STORED INFORMATION ("ESI") SUPPORT AND STORAGE

BBK provides Electronically Stored Information ("ESI") services for matters requiring ESI support, which are matters with a document population over 1GB – typically litigation or threatened litigation matters. BBK provides services for basic ESI processing and storage at the following rates per month based on the number of gigabytes of data ("GB") processed and stored:

1GB -250GB: \$10 per GB  
251GB - 550GB: \$8 per GB  
551GB - 750GB: \$6 per GB  
751GB - 1TB: \$4 per GB

The amount BBK charges for basic processing and storage of ESI allows BBK to recover the costs of providing such services, plus a net profit for BBK. BBK believes that the rates it charges for processing and storage are lower than comparable services available from third party vendors in the market. If you wish to contract separately with a third party vendor for processing and storage costs, please notify PracticeSupportServices@bbklaw.com in writing. BBK also provides advanced ESI processing services at hourly rates for personnel in its Litigation Support Group. A copy of BBK's current rates for such services will be provided on request.

### FEES FOR OTHER SERVICES, COSTS AND EXPENSES

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

#### ADVANCE DEPOSIT TOWARD FEES AND COSTS

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client, and is specified in our engagement letter.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorney's fees (unless otherwise noted in our accompanying engagement letter). At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement letter, each client is agreeing that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, when we issue our invoice to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

#### MONTHLY INVOICES AND PAYMENT

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We reserve the right to terminate our engagement and withdraw as attorney of record whenever our invoices are not paid. If an invoice is 60 days late, however, we may advise the client by letter that the client must pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

#### CHANGES IN FEE ARRANGEMENTS AND BUDGETS

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

#### BEST BEST & KRIEGER LLP

**EXHIBIT B – ATTORNEY TEAM RESUMES**

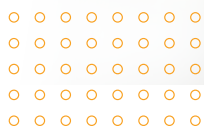
Please find on the following pages the resumes for Carlos L. Campos, Marco A. Martinez, Seth Merewitz and Clarissa Evangelist Thurston.



PARTNER

# Carlos L. Campos

📍 Indian Wells, CA 📞 (760) 837-1602 ✉️ [carlos.campos@bbklaw.com](mailto:carlos.campos@bbklaw.com)



Carlos Campos is the managing partner of the firm's Indian Wells office. He represents local public agencies including municipalities and special districts.

Carlos serves as city attorney for the cities of Calexico, Coachella and Colton and represents the cities of Ontario, Palm Desert and Indian Wells in various capacities. He is also general counsel to Coachella Valley Public Cemetery District and has served as general counsel to other special districts and joint powers authorities. As a member of the firm's Municipal Law and Special District practice groups, his areas of focus include general public agency law, the Brown Act, conflict of interest, election law, land use and planning, initiatives and referenda, water law and the Public Records Act, code enforcement and Native American law issues.

Carlos often makes presentations on public agency topics to elected officials and attorneys, and has spoken recently to groups in California, Michigan and Washington, D.C. He is serving an appointment to the League of California Cities Legal Advocacy Committee.

Prior to joining BBK, Carlos researched and prepared published articles and a book on international human rights law, worked with individuals seeking refugee status under the 1951 Geneva Convention at a non-governmental organization in The Hague, Netherlands, and co-taught legal seminars at the Catholic Superior School of Law in Jeremie, Haiti.

Carlos, who speaks fluent Spanish, was a research assistant at the Interlaw Foundation in San Jose, Costa Rica, where he worked on Central American legal and policy issues and on cases before the Organization of American States Inter-American Court of Human Rights. He was also a research assistant at the Tomas Rivera Policy Institute, now housed at the University of Southern California.

While attending law school, he was a founding member of the *Race and Poverty Law Journal*. During undergraduate school, he studied abroad in Mexico, England and Central America.

## Accolades

- *Palm Springs Life* Top Lawyers, 2017
- Top 70 Lawyers in Coachella Valley, *Palm Springs Life*, 2014

## Professional & Community Involvement

- Legal Advocacy for the City Attorneys' Department of the League of California Cities, 2019-2020



## CORE PRACTICES

- Fees, Taxes & Assessments
- Government Policy & Public Integrity
- Labor & Employment
- Local Agency Formation Commission (LAFCO)
- Municipal Law
- Public Agency Labor & Employment
- Public Agency Litigation
- Special Districts
- California Public Records Act

## EDUCATION & ADMISSIONS

### Education

UC College of the Law, San Francisco (formerly Hastings), J.D.

Pitzer College, B.A., political and labor studies, *with honors*

### Bar Admissions

California



Carlos L. Campos

Indian Wells, CA (760) 837-1602 carlos.campos@bbklaw.com

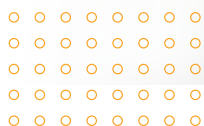
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- Inland Empire Latino Lawyers Association
- Dr. Carreon Foundation, Board of Directors
- Imperial Valley Economic Development Corporation
- Desert Bar Association, Board of Trustees

**PARTNER**

# Marco A. Martinez

📍 Ontario, CA 📞 (949) 263-6582 ✉️ marco.martinez@bbklaw.com



Marco A. Martinez's practice areas include general municipal law, land use and zoning, subdivisions, housing and California Environmental Quality Act issues, First Amendment law, cannabis regulations and sign/billboard regulations and development impact fee issues. A partner in Best Best & Krieger LLP's Municipal Law practice group, Marco provides city attorney services to the cities of Azusa, Shafter and Baldwin Park. He also serves as assistant city attorney to the cities of Colton and Pomona, Land Use Counsel to the City of Montclair and is general counsel to the California Chapter of the American Planning Association.

Prior to joining BBK, Marco worked as a planner for more than a decade, serving the City of Downey and the County of Los Angeles Department of Regional Planning. He was selected as a California Executive Fellow with the California Department of Housing and Community Development, where his primary duties consisted of researching and writing housing issue papers, as well as reviewing housing elements.

Marco is a frequent speaker and instructor on land use and planning issues as well as local government ethics. He is the author of the 1988 California Department of Housing & Community Development research paper titled: "The Effects of Subsidized and Affordable Housing on Property Values: A Survey of Research" (1987).

## Professional & Community Involvement

- Riverside County Bar Association
- Riverside Hispanic Chamber of Commerce
- American Planning Association
- International Municipal Lawyers Association
- International Conference of Shopping Centers
- Volunteer Baseball Coach - Little League & Travel Baseball
- American Baseball Coaches Association



## CORE PRACTICES

Housing, Economic Development and Real Estate

Environmental Law & Natural Resources

Open Government & Ethics

Municipal Law

Public Infrastructure

Public-Private Partnerships

## EDUCATION & ADMISSIONS

### Education

Loyola Law School, J.D.

California State Polytechnic University, Pomona, B.A., urban planning

### Bar Admissions

California

PARTNER

# Seth Merewitz

📍 Los Angeles, CA 📞 (213) 787-2567 ✉️ [seth.merewitz@bbklaw.com](mailto:seth.merewitz@bbklaw.com)



Seth Merewitz provides advisory and transactional services to public agencies, developers, landowners and other private entities. He is a partner in the Municipal Law practice group and heads the Public-Private Partnership group at Best Best & Krieger LLP.

Seth has 20 years of experience working on the structuring, risk identification and transfer, and legal matters on public-private partnership transactions. He has extensive experience in infrastructure projects, as well as military base reuse, master-planned communities, shopping centers, industrial and hospitality projects. He advises both municipalities and private equity funds, investors and landowners on all aspects of public-private transactions, from due diligence through procurement, documentation, approval and implementation. He has led and facilitated teams to successful outcomes. Seth is a frequent speaker at local, state and national conferences on P3 topics and has written extensively on the topic for state and national publications.

Seth is assisting on several P3 efforts including the Chula Vista Bayfront Master Plan, Hotel and Convention Center for the San Diego Unified Port District. This hybrid infrastructure/real estate P3 project is in the process of structuring a destination hotel and convention center, including the financing of off-site public infrastructure, public amenities and environmental enhancements. In 2018, the *Daily Journal* recognized him as a Top 100 Attorney in California for his critical role on the impactful project.

Previously, Seth was involved with the Three Rivers Levee Improvement Authority's \$400 million jointly funded (state, local and private) P3 levee improvement project. In this effort, Seth represented the joint landowners group comprising developers and more than a dozen national homebuilders. The resulting P3 financing structure included state grants, revenue bonds and other debt supported by special taxes. This innovative financing has received several national awards and is highly regarded as delivering not just the needed public safety improvements, but also extensive environmental benefits.

## Accolades

- The Best Lawyers in America®, Land Use and Zoning Law, 2025
- *Southern California Super Lawyers*, Land Use and Zoning, 2020–2024
- Top 100 Attorney in California, *Daily Journal*, 2018

## CORE PRACTICES

Business

Housing, Economic Development and Real Estate

Land Use, Planning & Zoning

Municipal Law

Public Infrastructure

Public-Private Partnerships

## EDUCATION & ADMISSIONS

### Education

University of California, Davis School of Law, J.D.

University of California, Davis, B.A.

### Bar Admissions

California



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### Professional and Community Involvement

Seth is a member of the Urban Land Institute. He is part of the leadership of the Los Angeles District Council and served on the national ULI Residential Neighborhood Development Product Council.

Prior to joining the firm in 2010, he was a shareholder with McDonough Holland & Allen in Sacramento. He served as contract city attorney for the City of Marysville, and was appointed Planning Commissioner in Yolo County.

ASSOCIATE

# Clarissa Evangelist Thurston

📍 San Diego, CA 📞 (619) 525-1376 ✉️ [clarissa.thurston@bbklaw.com](mailto:clarissa.thurston@bbklaw.com)



Clarissa E. Thurston is an Associate in Best Best & Krieger LLP's (BBK) Municipal Law Practice Group, and assists on various litigation and general counsel matters for public entity clients. Additionally, she works with cities and municipalities to improve the quality of life for their citizens through municipal code enforcement.

Prior to joining BBK, Clarissa served as a deputy district attorney in Imperial County. She lead the misdemeanor attorney team and prosecuted both felony and misdemeanor offenses. In this position, she worked as liaison between the Imperial District Attorney's Office and the local California Highway Patrol agencies.

Clarissa was born and raised in Imperial County, California, where she still frequents to visit family. In her free time, Clarissa enjoys practicing yoga, and trying different restaurants with her husband.

## Professional & Community Involvement

- Imperial County Lawyers Association
- Constitutional Rights Foundation, Attorney Coach



## CORE PRACTICES

Municipal Law  
Public Agency Litigation  
Police & Public Safety

## EDUCATION & ADMISSIONS

### Education

California Western School of Law,  
J.D., *with honors*

University of Arizona, B.S., public  
management and policy, *with  
honors*

### Bar Admissions

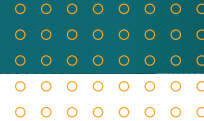
California

**EXHIBIT C – ABOUT BBK**

Please find on the following pages descriptions of BBK and our Municipal Law Practice Group.



## About BBK



Clients trust the legal professionals of Best Best & Krieger LLP (BBK) not only for our comprehensive legal knowledge and industry understanding, but for our commitment to providing excellent counsel and building relationships based on integrity. More than 130 years after the founding of our Firm, we value our clients' continued trust, which has allowed BBK to increase our range of legal services offered and expand our platform to over 250 attorneys and 12 offices nationwide.



**"BBK's success is a result of partnering with clients to provide them with innovative and practical solutions in an ever-changing legal landscape. We are committed to strategically growing to enhance our knowledge and resources so that our clients continue to receive outstanding guidance and counsel."**

**ERIC GARNER | MANAGING PARTNER**

Our full-service capabilities and interconnected network of practices allow us to assist our public agency, business and private clients with their complex, multi-disciplinary issues. BBK's experienced attorneys and legal staff share their knowledge and resources to help clients navigate the ever-changing legal complexities and regulatory challenges. With proactive and strategic counsel and representation, we enable clients to focus on their businesses while we help them plan for the future.

BBK is dedicated to creating a supportive, empowering workplace that allows our people to achieve their potential and deliver exceptional results for our clients and the communities we serve. We create opportunities for attorneys and professional staff of all backgrounds, and value diversity and teamwork. Our passion to make a positive and tangible difference in the communities in which we work and live is underscored by our ongoing support of a range of civic, cultural, charitable, educational and professional organizations.

**12** OFFICES

**250** ATTORNEYS

**130+** YEARS OF SERVICE



## Municipal Law

Under increasing pressure posed by state and federal government mandates and insufficient available funding, cities and public agencies must balance budgets, manage competing interests and serve their constituencies. Meeting all these needs requires a high level of regulatory and legal knowledge and experience, as well as public relations and political finesse.

Over 465 cities, counties, housing authorities, successor agencies and joint powers authorities rely on Best Best & Krieger LLP (BBK) for comprehensive, cost-effective counsel. BBK attorneys help clients successfully maneuver through legal complexities and governmental directives, enabling them to focus on providing superior service to their communities.

Trusted experience,  
understanding and dedication

### Comprehensive, Cost-Effective Service

BBK Municipal Law attorneys advise on all matters involving city services, operations, administration and regulation. These include:

#### City Attorney Services

- Brown Act/open meetings law compliance
- Charters and Internal Organizations

- Code Enforcement & Receiverships
- Conflicts of Interest
- Elections and Redistricting Issues
- Local Agency Formation Commissions (LAFCOs)
- Government Policy & Public Integrity
- Public Records Act
- Records Retention and Destruction
- Subpoenas

#### Public Finance

- Debt Issuance
- Grant Writing and Funding Assistance
- Fees, Taxes & Assessments
- Public-Private Partnerships

#### Government Affairs

#### Labor & Employment

- Employee Benefits & Executive Compensation

#### Litigation & Dispute Resolution

#### Public Contracts, Public Works, Utilities & Infrastructure

- Business Licensing & Franchising
- Renewable Energy
- Solid Waste Management
- Telecommunications



- Transportation
- Water

### Police & Public Safety

### Planning, Development & Real Estate Issues

- Economic Development, Real Estate & Affordable Housing
- Environmental Law & Natural Resources
- Land Use, Planning & Zoning
- Real Estate Acquisition, Transactions and Construction Issues
- Williamson Act

### Comprehensive Services

Unlike other firms, which focus on either lobby and advocacy or city services guidance, BBK has extensive experience assisting clients in both areas. Working closely with our Government Affairs and Litigation teams, we advocate for clients before legislative and regulatory bodies, and assert and defend their interests in courts at all levels. This integrated approach enables clients to rely on just one firm to meet all of their city services and advocacy needs.



PARTNER

**Scott H. Campbell**

📍 Los Angeles, CA

📞 (213) 617-7489

✉️ [scott.campbell@bbklaw.com](mailto:scott.campbell@bbklaw.com)



PARTNER

**Jeffrey S. Ballinger**

📍 San Diego, CA

📞 (619) 525-1343

✉️ [jeff.ballinger@bbklaw.com](mailto:jeff.ballinger@bbklaw.com)



PARTNER

**HongDao Nguyen**

📍 Irvine, CA

📞 (949) 263-2614

✉️ [hongdao.nguyen@bbklaw.com](mailto:hongdao.nguyen@bbklaw.com)



PARTNER

**Ruben Duran**

📍 Ontario, CA

📞 (213) 787-2569

✉️ [ruben.duran@bbklaw.com](mailto:ruben.duran@bbklaw.com)



PARTNER

**Malathy Subramanian**

📍 Walnut Creek, CA

📞 (925) 977-3303

✉️ [msubramanian@bbklaw.com](mailto:msubramanian@bbklaw.com)

## City of Brawley

City Council

July 01, 2025

Agenda Item No 6d



# STAFF REPORT

**To:** City Council  
**From:** Denise Garcia, Special Projects Manager  
**Prepared by:** Denise Garcia, Special Projects Manager  
**Subject:** **Acceptance of the GLOW Grant Award in the Amount of \$35,000 from the Imperial Irrigation District and Authorize the City Manager to Execute the Funding Agreement.**

### RECOMMENDATION:

Accept the GLOW Grant award in the amount of \$35,000 from the Imperial Irrigation District and authorize the City Manager to execute the Funding Agreement.

### BACKGROUND INFORMATION:

The City staff submitted a grant application funding request for \$35,000 to the Imperial Irrigation District's GLOW - LED Light Grant Program on May 19, 2025. Aligning with the Grant program guidelines, the Lion Center Gymnasium, Hinojosa Basketball & Handball Courts, Gonzalez Basketball Courts, and outbuildings at Beechy Field were the four sports complexes selected by City staff as eligible project sites. Upgrading to LED lighting at these locations will reduce the City's energy consumption and increase cost savings overall. Additionally, the new replacements will create safe illuminated recreation facilities, both indoors and outdoors, for the community to actively utilize. The City was notified by IID on June 23, 2025, that the grant application was approved in the amount of \$35,000.

### FISCAL IMPACT:

The FY25/26 budget includes this project as part of its Capital Improvement Plan. Revenues and expenses have been added as part of the City budget for this upcoming fiscal year.

### ALTERNATIVES:

Council may elect not to accept the Grant Award from IID, and staff would seek other funding sources for LED light fixtures.

### ATTACHMENTS:

1. Resolution Accepting the GLOW Grant Award and Authorizing the City Manager to Execute the Funding Agreement
2. 2025 IID GLOW Grant Award Notification City of Brawley

### REPORT COORDINATED WITH (other than person preparing the staff report):

Staff, Title or Consultant, Agency

## REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Silvia Luna, Finance Director

Jimmy Duran, City Manager

Status – Date of Status

Approved - 6/26/2025

Approved - 6/26/2025

6d

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RESOLUTION 2025-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA  
ACCEPTING AN AWARD IN THE AMOUNT OF \$35,000 FROM THE IMPERIAL  
IRRIGATION DISTRICT FOR THE GLOW (GREEN LIGHTING FOR OUTDOOR  
WELLNESS) PUBLIC SPORTS COMPLEX LED LIGHTING GRANT PROGRAM AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE FUNDING AGREEMENT**

**WHEREAS**, the Imperial Irrigation District GLOW – Green Lighting for Outdoor Wellness program is designed to provide funding for local governments, school districts and non-profit organizations to upgrade outdated sports complex lighting to high-efficient LED systems; and

**WHEREAS**, City Parks Staff identified the Lions Center gymnasium, Hinojosa Basketball & Handball Courts, Beechy Softball Field Buildings, and Gonzalez Basketball Courts; and

**WHEREAS**, the Imperial Irrigation District approved the City's GLOW Grant application in the amount of \$35,000; and

**WHEREAS**, the City will receive 50% of the funding upon acceptance of the award and the remaining 50% of funding at project completion; and

**WHEREAS**, the City Council supports the Imperial Irrigation District's energy-savings enhancements and energy consumption reduction initiatives and finds that it is in the best interest of the City's fiscal wellbeing; and

**WHEREAS**, residents will benefit from lighting upgrades that create safe and secure sports complexes for our community to participate in healthy activity-based events; and

**NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, DETERMINES AND ORDERS AS FOLLOWS:**

1. That the City of Brawley hereby accepts the Grant in the amount of \$35,000.
2. That the City Manager is hereby authorized to execute the funding agreement between the City and the IID and take all necessary actions to complete the project.

**APPROVED, PASSED AND ADOPTED** at a regular meeting of the Brawley City Council held on July 1, 2025, by the following vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

**CITY OF BRAWLEY, CALIFORNIA**

\_\_\_\_\_  
**Gil Rebollar, Mayor**

# 6d.1

**ATTEST:**

---

***Ana Gutierrez***, City Clerk



# IID

*A century of service.*

# 6d.2

www.iid.com

June 23, 2025

Attn.: Denise Garcia

Project Name: Various Sport Complexes

Address: 225 A St., 901 E. I St., 3<sup>rd</sup> & A St. and 2nd & E. St., Brawley, CA 92227.

Account number(s): 50046022, 50216654, 50046049, 50046075, 50876748.

Re: IID GLOW – (Green Lighting for Outdoor Wellness) A Public Sports Complex LED Lighting Grant Program Award Notification

Imperial Irrigation District (IID) is pleased to inform you that your organization's Green Lighting for Outdoor Wellness (GLOW) Grant application has been approved on the amount of \$35,000.00 . The proposal demonstrates a nexus between essential community improvement needs and project benefits. It also supports IID's initiatives to promote energy efficiency equipment installation, reduce air pollution and provide resources for greener communities.

This letter acknowledges the grant total of \$35,000.00 awarded to your organization. The grant will be issued by check to the applicant's designee in two payments: 50% funding upon award and 50% funding at project completion. A completed grant funding agreement document shall be submitted. At this time a copy of the grant recipient's Form W-9 Request for Taxpayer Identification Number and Certification is required. IID trusts that this grant will assist the organization in achieving the goals and objectives outlined in your application.

Once more, congratulations on your grant award and on the impactful work your organization is performing. IID is grateful for your efforts and looks forward to seeing the positive changes this grant will bring.

Regards,

**Armando Aguilar**

Public Benefits Program Specialist

(760) 482 – 3417 | email: [aaguilar@IID.com](mailto:aaguilar@IID.com)

# City of Brawley

City Council

July 01, 2025

Agenda Item No 6e



## STAFF REPORT

**To:** City Council  
**From:** Denise Garcia, Special Projects Manager  
**Prepared by:** Denise Garcia, Special Projects Manager  
**Subject:** **Acceptance of the Public Green Space Grant Award in the Amount of \$29,600 from the Imperial Irrigation District and Authorize the City Manager to Execute the Funding Agreement.**

### RECOMMENDATION:

Accept the Public Green Space grant award in the amount of \$29,600 from the Imperial Irrigation District and authorize the City Manager to Execute the funding agreement.

### BACKGROUND INFORMATION:

City Staff submitted a grant application funding request for \$35,000 to the Imperial Irrigation District's Tree for All - Public Green Space Grant Program on May 5, 2025. Aligning with the Grant program guidelines, Latigo Retention Basin was selected by City staff as the project site. It was determined the Latigo location was the most suitable match to fit the City's desire to provide critical benefits such as improved air quality, greenhouse gas and urban heat reduction, public health enhancements, and recreational opportunities for families and individuals. As a green space adjacent to a residential area, planting thirty trees and installing related irrigation infrastructure would present an opportunity for ecological restoration and public engagement.

The City was notified by IID on June 5, 2025, that the City's grant project was approved in the amount of \$29,600.

The project must be completed by December 5, 2025, and final reports must be submitted by December 12, 2025.

### FISCAL IMPACT:

The total project cost is \$35,860. The FY25/26 budget will include this project as part of its Capital Improvement Plan, which includes grant funding of \$ 29,600 and the City's match from the General Fund of \$ 6,260.

### ALTERNATIVES:

Council may elect not to accept the grant award from IID and require staff to seek alternative funding sources for trees and irrigation supplies.

### ATTACHMENTS:

1. Resolution Accepting the Public Green Space Grant Award and Authorizing the City Manager to Execute the Funding Agreement
2. 2025 IID Public Green Space Grants Funding Agreement



3. 2025 IID PGSG Award Notification City of Brawley

**REPORT COORDINATED WITH (other than person preparing the staff report):**

Staff, Title or Consultant, Agency

, , ,

**REPORT APPROVAL(S):**

Staff, Title or Consultant, Agency

Silvia Luna, Finance Director

Jimmy Duran, City Manager

Status – Date of Status

Approved - 6/26/2025

Approved - 6/26/2025

6e

RESOLUTION 2025-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA  
ACCEPTING AN AWARD IN THE AMOUNT OF \$29,600 FROM THE IMPERIAL  
IRRIGATION DISTRICT FOR THE PUBLIC GREEN SPACE GRANT AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE FUNDING AGREEMENT**

**WHEREAS**, the Imperial Irrigation District Tree for All - Public Green Space Grant is designed to provide funding for community groups that want to green their communities and reduce greenhouse reduction by planting trees; and

**WHEREAS**, City Parks Staff identified Latigo Retention Basin as an eligible project site that would benefit the most from tree planting and green space improvements; and

**WHEREAS**, the Imperial Irrigation District approved the City's Public Green Space Grant application in the amount of \$29,600; and

**WHEREAS**, the City will receive 50% of the funding upon acceptance of the award and the remaining 50% of funding at project completion; and

**WHEREAS**, the City Council supports the Imperial Irrigation District's green space initiatives and finds that it is in the best interest of the City's residents and the environment to enhance and maintain these green spaces; and

**NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, DETERMINES AND ORDERS AS FOLLOWS:**

1. That the City of Brawley hereby accepts the Grant in the amount of \$29,600.
2. That the City Manager is hereby authorized to execute the funding agreement between the City and the IID and take all necessary actions to complete the project.

**APPROVED, PASSED AND ADOPTED** at a regular meeting of the Brawley City Council held on July 1, 2025, by the following vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

**CITY OF BRAWLEY, CALIFORNIA**

\_\_\_\_\_  
**Gil Rebollar, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Ana Gutierrez, City Clerk**

# PUBLIC GREEN SPACE GRANTS

## 2025 FUNDING AGREEMENT



This Agreement is entered into between the Imperial Irrigation District (IID), and Customer, sometimes individually referred to as a “Party” and collectively as the “Parties.”

### 1. PROJECT DESCRIPTION

This Agreement pertains to the Tree for All, Public Green Space Grants Program Project(s) [“Project(s)”]. IID shall pay Customer monetary incentives in accordance with the terms and conditions of this Agreement.

#### 1.1. DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by this reference and are hereby made part of this Agreement:

- i) Customer’s Public Green Space Grants Application
- ii) The Public Green Space Grants Guidelines
- iii) Customer’s Proposal, including Scope of Work
- iv) Customer’s greenhouse gas (GHG) reduction calculator associated with the submitted proposal
- v) Customer’s executed Funding Agreement

### 2. ELIGIBILITY

2.1 Public Green Space Grants funding is limited and is available on a first-come, first-served basis. Funds will be reserved only upon IID approval.

2.2 Projects must meet the following requirements to be eligible for incentives:

- i) Project must be nonresidential, government, special district or nonprofit located within IID’s service territory;
- ii) Projects must meet and / or exceed minimum requirements established in the guidelines and will be evaluated based on these criteria.

### 3. SUBMITTAL REQUIREMENTS FOR PAYMENT

As a condition of payment, Customer shall submit to IID the documents described below. Required documents include but are not limited to:

- 3.1 Final summary report of the project outcomes and accomplishments
- 3.2 Quantities of trees planted
- 3.3 Various site photos of accomplished works
- 3.4 Summarized expenses, invoices and/or documents supporting the project costs
- 3.5 Form W-9 Request for Taxpayer Identification Number and Certification
- 3.6 Access for site inspections if deemed necessary

### 4. INSPECTIONS

As a condition of payment, Customer is responsible for ensuring that IID has reasonable access to all proposed project sites for all inspections, pre and post installations.

### 5. NO REPRESENTATION OF FITNESS:

IID’S OR ITS CONSULTANTS’ REVIEW OF THE DESIGN, CONSTRUCTION, OPERATION AND/OR MAINTENANCE OF THE PROJECT AND/OR ASSOCIATED ENERGY EFFICIENCY OR CARBON REDUCTION MEASURES SHALL NOT CONSTITUTE ANY REPRESENTATION BY IID AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY, SAFETY AND/OR RELIABILITY OF THE PROJECT. CUSTOMER IS SOLELY RESPONSIBLE FOR THE ECONOMIC AND TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY, SAFETY AND/OR RELIABILITY OF CUSTOMER’S PROJECT.

## 6. PAYMENTS

Grant payments will be paid to Customer and / or designated third party payee only after all Public Green Space Grants requirements (as set forth in the Rebate Application Form and Guidelines) are met by Customer to IID's reasonable satisfaction. Grant payments shall only be paid on projects that meet standards applicable when this Agreement is signed. IID reserves the right to modify or cancel the funding amount if the project differs from awarded proposal.

- 6.1 GRANT PAYMENTS – 50% funding upon award and 50% funding at project completion.
- 6.2 IID will make the final 50% funding at project completion to Customer only after the appropriate final documents have been submitted and approved, and the appropriate inspections of the Project have been satisfactorily completed.
- 6.3 All planting projects must be completed by December 05, 2025 with final reporting to be submitted by December 12, 2025, as indicated in the Public Green Space Grants Application and Guidelines to be eligible for final grant payments.

## 7. PENALTIES FOR FAILURE TO PROVIDE REQUIRED CLOSEOUT DOCUMENTS

The initial 50% funding paid by IID to Customer shall be repaid by Customer to IID if the utility does not receive all closeout documents as required. Customer shall repay any funding made by IID within 30 calendar days of notification by IID that repayment is required. IID is entitled to offset against payments owed to Customer any amount due to IID that remains unpaid 40 calendar days after IID'S written demand for payment.

## 8. TERMS AND TERMINATION LOSS OF FUNDING

The Term of this Agreement shall commence upon the execution. The following are examples of actions that may result in a Grantee's loss of funding. This is not a comprehensive list.

- 8.1 Grantee fails to execute a grant funding agreement.
- 8.2 Grantee changes the project scope of work without prior notice to and approval by the IID.
- 8.3 Grantee fails to complete project.
- 8.4 Grantee fails to timely submit all documentation within the period specified in the grant agreement.
- 8.5 Grantee fails to provide project updates as requested.
- 8.6 Grantee fails to submit final project closed out summary and documents as specified.

Adequate support and maintenance to the project sites shall occur for a period of three years after the date on which the last tree is planted at the proposed location, unless the Parties terminate this Agreement at an earlier date by mutual written agreement.

## 9. ASSIGNMENT

Neither Party shall assign its rights or delegate its duties without the prior written consent of the other Party, except in connection with the sale or merger of a substantial portion of its properties. Any such assignment or delegation without written consent shall be null and void. Consent to assignment shall not be unreasonably withheld. If an assignment is requested, Customer is obligated to provide IID with information relating to the proposed assignment as requested by IID.

## 10. PERMITS AND LICENSES

Customer shall obtain and maintain and cause its contractors to obtain and maintain licenses and permits required by federal, state, local, or other relevant governing or regulatory bodies necessary to perform this Agreement. Any failure by Customer or its contractors to maintain necessary licenses and permits constitutes a material breach of Customer's obligations under this Agreement.

## 11. ADVERTISING, MARKETING AND USE OF IID'S NAME

Customer will allow IID to use and disseminate the program's results in its advertising and marketing of IID's Tree for All, Public Green Space Grants Program. Furthermore, allow for use of the organization's name and / or logo in marketing materials and press releases, social media and to develop a brief customer profile for use by IID on it's website for promotional purposes. The customer further acknowledges that it is not an employee, agent or representative of IID and Customer agrees that it shall make no representations or warranties of any kind to its customers, the public or to any person or entity on behalf of IID.

## 12. INDEMNIFICATION

Customer shall indemnify, defend and hold harmless, and releases IID, its affiliates, subsidiaries, parent companies (including Imperial Irrigation District), officers, directors, agents and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (1) injury to or death of persons; (2) injury to or destruction of property; (3) violation of local, state, and/or federal law, common law, statute, or regulation, including but not limited to environmental laws or regulations; or (4) strict liability imposed by any provision of law; so long as such injury, violation, or strict liability (as set forth in (1) - (4) above) arises from or is in any way attributable to Customer's performance of, or failure to perform, this Agreement, however caused, regardless of any fault of IID whether active or passive, excepting only such loss, damage, cost, expense, liability, strict liability, or violation of law or regulation that is caused by IID, its officers, managers or employees. Customer acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way attributable to the release or spill of any legally designated hazardous material or waste arising from the performance of this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from strict liability, or violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs incurred as a result of such releases or spills are expressly within the scope of this indemnity.

## 13. LIMITATION OF LIABILITY

IID shall not be liable for any special, incidental, indirect, or consequential damages to Customer or to any third party or entity based on its performance or failure to perform this Agreement, or any aspect of performance contained herein.

## 14. INTEGRATION

This Agreement, together with the documents incorporated by reference pursuant to Paragraph 1.1, above, constitutes the entire Agreement and understanding between the Parties as to the subject matter, terms and conditions of the Agreement. It supersedes all prior or contemporaneous Agreements, commitments, representations, writings, and discussions between Customer and IID, whether oral or written, and has been induced by no representations, statements or Agreements other than those expressed herein. Neither Customer nor IID shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to this Agreement.

## 15. NO ORAL MODIFICATION OF AGREEMENT

No amendment, modification or change to this Agreement shall be binding or effective unless expressly set forth in writing and signed by an IID representative authorized to execute such an agreement.

## 16. WRITTEN NOTICE

Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by email, nationally recognized overnight courier, or first-class mail, postage prepaid, to the addresses specified below:

IMPERIAL IRRIGATION DISTRICT  
Public Benefits Program Specialist  
P. O. Box 937  
Imperial, CA 92251  
Office Number: 760-482-3306  
[treeforallgrants@iid.com](mailto:treeforallgrants@iid.com)

Notices shall be deemed received (1) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the business day following personal delivery; (2) if mailed, three Business Days after the date the notice is postmarked; (3) if by email, followed by telephone notification of transmission by the noticing Party; or (4) if by overnight courier, on the business day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

## 17. CONFLICTS BETWEEN TERMS

Should a conflict exist between the main body of this Agreement and the documents incorporated by reference, the main body of this Agreement shall control. Should a conflict exist between an applicable federal, state, or local law, rule, regulation, order or code and this Agreement, the law, rule, regulation, order or code shall control. Varying degrees of stringency among the main body of this Agreement, the Documents Incorporated by Reference, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any conflict or inconsistency concerning this Agreement.

## 18. GOVERNING LAW

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

## 19. EXECUTION AND EFFECTIVE DATE

This Agreement has been executed by the duly authorized officers of the Parties and shall be effective as of the date of execution.

CUSTOMER

Organization Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





# IID

*A century of service.*

6e.3

[www.iid.com](http://www.iid.com)

June 05, 2025

City of Brawley  
Attn: Denise Garcia  
383 Main Street  
Brawley, CA 92227

Re: Public Green Space Grants Award Notification – Latigo Retention Basin Project

Imperial Irrigation District (IID) is pleased to inform you that your organization's Public Green Space Grant application has been approved on a pro rata basis. The proposal demonstrates a nexus between essential community improvement needs and project benefits. It also supports IID's initiatives to reduce greenhouse gas emissions and provide resources for greener communities.

This letter acknowledges the grant total of \$29,600.00 awarded to your organization. The grant will be issued by check to the applicant's designee in two payments: 50% funding upon award and 50% funding at project completion. Enclosed with this notification is a grant funding agreement document detailing the grant's funding instructions. A copy of the grant recipient's Form W-9 Request for Taxpayer Identification Number and Certification is also required. IID trusts that this grant will assist the organization in achieving the goals and objectives outlined in your application.

Once more, congratulations on your grant award and on the impactful work your organization is performing. IID is grateful for your efforts and looks forward to seeing the positive changes this grant will bring.

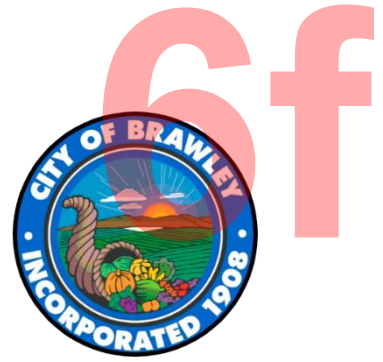
Regards,  
**Joseph Denton**  
Public Benefits Program Specialist  
(760) 482 – 3682 | email: [jadenton@IID.com](mailto:jadenton@IID.com)

# City of Brawley

City Council

July 01, 2025

Agenda Item No 6f



## STAFF REPORT

**To:** City Council  
**From:** Romualdo Medina, Public Works Director  
**Prepared by:** Ana Gutierrez, Public Works Analyst  
**Subject:** Purchase of Dump Truck for the Public Works Streets & Utilities Division.

### RECOMMENDATION:

Approve the purchase of a Dump Truck from Haaker Equipment Company in an amount not to exceed \$123,563.93.

### BACKGROUND INFORMATION:

The Streets & Utilities Department has a 2003 Dump Truck that has been in service for the past 22 years. This vehicle is used for carrying materials to water breaks, asphalt for patching, cleaning up homeless encampments, and various other tasks within various departments. The dump truck has exceeded its operational lifespan, and over recent months, the vehicle has had frequent maintenance issues, with the most notable being a failure to meet California's emissions standards.

Due to the specialty of the equipment, city staff determined it would be best to use Sourcewell, a purchasing cooperative program that manages all the required bidding methods for public agencies and schools. This would alleviate the process for the local government to obtain better pricing at no cost to the City.

The City received one bid from Haaker Equipment Company as follows:

Haaker Equipment Company	
Santee, CA	\$123,563.93

If approved, the replacement dump truck will meet current emissions standards and be more fuel efficient, thereby reducing environmental impact and long-term operation costs. It will also ensure that the Streets & Utilities Division maintains the flow of operations.

### FISCAL IMPACT:

This Equipment is included as a Carryover project (2023-20) for FY25/26 Capital Improvement Plan with a request to increase the carryover funding from \$ 100,000 to \$ 124,000. The new funding will come from the Wastewater Collection Fund.

### ALTERNATIVES:

None at this time.



**ATTACHMENTS:**

1. Proposal

**REPORT COORDINATED WITH (other than person preparing the staff report):**

Staff, Title or Consultant, Agency

, , ,

**REPORT APPROVAL(S):**

Staff, Title or Consultant, Agency

Silvia Luna, Finance Director

Jimmy Duran, City Manager

Status – Date of Status

Approved - 6/26/2025

Approved - 6/26/2025



2070 N. WHITE AVENUE, LA VERNE, CA 91750  
(909) 598-2706 ~ HAAKER.COM

6f.1

QUOTE  
June 3, 2025

**TO:** CITY OF BRAWLEY  
180 S. WESTERN AVE  
BRAWLEY, CA 92227

**ATTN:** ANAGUTIERREZ (agutierrez@brawley-ca.gov)  
JULIAN JIMENEZ (jjjimenez@brawley-ca.gov)  
(909) 797-5110

IN ACCORDANCE WITH YOUR REQUEST, WE ARE PLEASED TO SUBMIT THE FOLLOWING PROPOSAL FOR YOUR CONSIDERATION AND APPROVAL BASED ON THE SOURCEWELL – CONTRACT # 040924-FSC.

**ONE (1) NEW SWITCH-N-GO ELECTRIC HOIST SYSTEM**

14' ELECTRIC HOIST SYSTEM WITH 15,000 LBS. WINCH LOADING CAPACITY MOUNTED ON A 2025 FORD F-550 4x2 CHASSIS.

**STANDARD & OPTIONS INCLUDE:**

- BRACKET KIT, GEN II FORD SYSTEM MOUNTING BRACKET
- VERSA-FIT BUMPER SYSTEM, WITH LIGHT BARS
  - MULTI-OEM BOLT ON BUMPER FACE PLATE
  - LIGHT TUBES
  - (2) LIGHTS PER SIDE
  - STOP / TAIL / TURN / BACKUP
  - STOP / TAIL / TURN / BACKUP / STROBE
  - WIRE HARNESS
- MOUNTING HARDWARE RATED FOR 20K
- FORD BUMPER ACCESSORY – WIRE HARNESS AND EXHAUST HEAT DEFLECTOR
- BOLT-ON 10 TON 2 ½" RECEIVER TUBE
- ASSEMBLY, FUEL FILLER BRACKET – BOLT ON DESIGN
- PLASTIC FENDER PAIR 19.5" WITH MOUNTING BRACKETS
- SWITCH-N-GO 14' DUMP BODY WITH SPLIT DROP SIDES
  - 12" CONTRACTOR FOLD DOWN SIDE HEIGHT
  - 24" TAILGATE HEIGHT
  - SIDES: 12 GA SHEET
  - VOLUME: 3.9 CUBIC YARDS

UNIT PRICE.....	\$ 110,122.00
FREIGHT .....	\$3,500.00
SUBTOTAL .....	\$113,622.00
SALES TAX (8.75%).....	\$ 9,941.93
<b><u>TOTAL PRICE F.O.B. BRAWLEY, CA.:</u></b> .....	<b><u>\$ 123,563.93</u></b>

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

**NOTE:** PRICE IS GOOD FOR 15 DAYS. COST INCREASES DUE TO THE ADDITION OF GOVERNMENT MANDATED SAFETY OR ENVIRONMENTAL DEVICES INCURRED AFTER THE DATE OF THIS PROPOSAL, WILL BE CHARGED TO YOU AT OUR COST. PROOF OF SUCH COSTS, IF ANY, WILL BE DOCUMENTED.

**TAXES:** SALES TAX APPLICABLE AT TIME OF DELIVERY WILL BE SHOWN ON OUR INVOICE. FEDERAL EXCISE TAXES, IF APPLICABLE, WILL REQUIRE PAYMENT UNLESS A PROPERLY EXECUTED EXEMPTION CERTIFICATE IS SUBMITTED.

**DELIVERY:** 180-220 DAYS **TERMS:** COD OR APPROVED FINANCING

ADD-ON/COOPERATIVE PURCHASE AUTHORIZATION: HAAKER EQUIPMENT COMPANY OFFERS THE ABOVE PROPOSED PRICE, TERMS AND CONDITIONS TO ANY GOVERNMENTAL AGENCY OR SUBDIVISION IN THE STATE OF CALIFORNIA OR NEVADA FOR A PERIOD NOT TO EXCEED A FULL CALENDAR YEAR FROM THE DATE OF ORIGINAL PURCHASER'S PURCHASE ORDER OR CONTRACT.

WE APPRECIATE THE OPPORTUNITY TO PRESENT THIS PROPOSAL AND LOOK FORWARD TO BEING OF FURTHER AND CONTINUED SERVICE.

**HAAKER EQUIPMENT COMPANY** \_\_\_\_\_

**ACCEPTED BY:** \_\_\_\_\_

**BY:** Chuy Vallejo  
**JOSE "CHUY" VALLEJO**  
SALES REPRESENTATIVE

**DATE:** \_\_\_\_\_

# City of Brawley

City Council

July 01, 2025

Agenda Item No 6g

## STAFF REPORT



**To:** City Council  
**From:** Romualdo Medina, Public Works Director  
**Prepared by:** Ana Gutierrez, Public Works Analyst  
**Subject:** **Janitorial Services Agreement Amendment No. 4.**

### RECOMMENDATION:

Approve Amendment No. 4 to the Agreement with MYLO Janitorial, Inc. for continued Janitorial/Cleaning Services through July 1, 2027, with a 5% price increase to the current contract, and authorize the City Manager to execute the Amendment.

### BACKGROUND INFORMATION:

City Staff is requesting a contract extension of two years through July 1, 2027. MYLO Janitorial submitted a letter to extend the cleaning services contract with a 5% price increase to the existing facilities and submitted a proposal for the two additional facilities at the Lions Center (Police Facilities) and Youth Center. MYLO not only provides janitorial cleaning it also supplies all paper products such as hand soap, dispensers, toilet paper, liners, and trash bags for all the facilities it cleans.

Current and new fees for all departments are as follows:

	Current Fees	New Fees
• Community Development Services/Planning	\$ 823.00	\$ 864.00
• Finance	\$ 533.00	\$ 559.50
• Library	\$ 712.50	\$ 748.50
• Police	\$3,250.00	\$ 3,412.50
• Public Works	\$ 860.00	\$ 903.00
• Wastewater Treatment Plant	\$ 540.00	\$ 567.00
• Water Treatment Plant	\$ 500.00	\$ 525.00
• Administrative Building	\$ 590.00	\$ 619.50
	\$7,808.50	\$ 8,199.00

Additional Facilities Requesting to be Added

Recreation Office (Police)	\$ 619.50
Youth Center	\$ 312.50
New Contract Total Including New Facilities Monthly	\$ 9,131.00

### FISCAL IMPACT:

Janitorial cleaning services are included in the Fiscal Year Budget (FY) 2025/2026 within various Funds and departments. If approved, these services will also be included in the FY 2026/27 budget. The following is a summary of annual expenditures by location:

Community Development	\$10,368.00
Finance	\$ 6,714.00
Library	\$ 8,982.00
Police	\$40,950.00
Public Works	\$10,836.00
Wastewater	\$ 6,804.00
Water	\$ 6,300.00
Administration Building	\$ 7,434.00
Recreation Office (police)	\$ 7,434.00
Youth Center	\$ 3,750.00

**ALTERNATIVES:**

No alternative is recommended at this time.

**ATTACHMENTS:**

1. Amendment No. 4
2. Letter of Extension
3. Proposal

**REPORT COORDINATED WITH (other than person preparing the staff report):**

Staff, Title or Consultant, Agency

, , ,

**REPORT APPROVAL(S):**

Staff, Title or Consultant, Agency

Silvia Luna, Finance Director

Jimmy Duran, City Manager

Status – Date of Status

Approved - 6/26/2025

Approved - 6/26/2025

**AMENDMENT NO. 4  
TO CONTRACT  
JANITORIAL / CLEANING SERVICES CONTRACT  
MYLO JANITORIAL INC  
DATE: July 1, 2025**

6g.1

The Parties to this Amendment No. 4 to the Contract are the City of Brawley (City) and MYLO Janitorial Inc. (Service Provider).

**RECITALS**

As part of the original Scope of Work, the Service Provider is to provide janitorial and cleaning services for City facilities, Community Development/Planning, Finance, Library, Police Department, Public Works, Wastewater Treatment Plant, Water Treatment Plant, and Administrative Offices. Service provider, along with janitorial services, also supplies all dispensers, hand soap for dispensers, paper products such as roll paper towels, c-gold paper towels, toilet paper, trashcan liners, and trash bags, and additional supplies to always keep on hand as stipulated in the contract. The contract for janitorial services expired, and an extension is being requested through July 1, 2027.

Amendment No. 4 extends janitorial services to July 1, 2027, and adds two facilities: the Recreation (Police) Facility and the Youth Center. The Service Provider has submitted a letter requesting a two-year extension with a 5% increase for Janitorial Services and all paper products and equipment it supplies to the City facilities it services.

**THE PARTIES AGREE:**

1. **WHEREAS**, the parties hereto entered into Amendment No. 3 to the Agreement dated April 13, 2022, which sets forth the terms upon which the Service Provider would provide services to the City.
2. **WHEREAS** the Agreement expires on April 30, 2025; and
3. **WHEREAS** the parties wish to extend the term of the Agreement for an additional year to expire on July 1, 2027.

All other terms, conditions, and stipulations contained in the original Contract and Amendment No. 3 shall remain in effect.

**DATED:** July 1, 2025

**CITY OF BRAWLEY**

By: \_\_\_\_\_  
Jimmy Duran, Interim City Manager

**MYLO Janitorial Inc.**

**ATTESTS:**

By: \_\_\_\_\_  
Alma Caballero, President,

By: \_\_\_\_\_  
Ana Gutierrez, City Clerk



To: City of Brawley  
From: Mylo Janitorial Inc.  
Re: 24-month Renewal of Existing Janitorial Service

June 19, 2025

Dear City of Brawley:

I am writing to express our most sincere gratitude for the privilege of serving as your janitorial service provider. At Mylo Janitorial Inc., we greatly value the longstanding partnership we have built with the City of Brawley and remain fully committed to delivering the highest standards of quality, reliability and professionalism.

We are pleased to extend our service agreement for an additional 24-month period and look forward to continuing our successful collaboration. As part of this renewal, we would like to inform you of a necessary adjustment to our service fee.

Despite the rising costs of operations, we have maintained our current pricing structure without any increases since July 2021. In order to continue providing the level of service you expect and deserve, we find it necessary to implement a 5% increase to our service fee, effective upon renewal. This adjustment is based on our original baseline pricing from July 2021 and is essential to sustaining the quality and scope of our services.

We believe that transparency, mutual respect, and shared goals have been key to our successful relationship, and we are confident that this update will allow us to continue meeting your needs effectively.

Should you have any questions or require additional information, please don't hesitate to contact us. We are always here to support you and ensure a seamless continuation of services.

Thank you again for your trust and continued partnership. We look forward to working with you over the next two years and beyond.

Sincerely,

Alma Caballero  
CEO, Mylo Janitorial Inc.



June, 2025.

City of Brawley  
180 South Western Ave.  
Brawley, Ca. 92227

Below is frequency of Janitorial Services to your facilities:

Location	Freq/week	M	T	W	T	F	S	AMOUNT
Public Works	2		*		*			903.00
Police Department	5	*	*	*	*	*		3,412.50
Finance 1 & 2	1					*		559.50
Library	3			*	*		*	748.50
Community Development	2		*			*		864.00
Water Plant	1				*			525.00
Wastewater Treatment Plant	1		*			*		567.00
City Hall admin office	1					*		619.50
								8,199.00

	Freq/week	M	T	W	T	F	S	AMOUNT
<b>New locations:</b>								
Recreation office (police)	2	*				*		619.50
Youth center	1	*						312.50

Semi-annual cleaning is as stipulated in the original Agreement.

Alma Caballero  
President



City Council

July 1, 2025

Agenda Item No. 6h

## STAFF REPORT

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**To:** City Council  
**From:** Cristhian Barajas, Development Services Director  
**Prepared by:** Cristhian Barajas, Development Services Director  
**Subject:** Discussion and Potential Action to Authorize the Release of Lien, Initiate Engagement with the Brawley Elementary School District Regarding the Sale of Parcels APN 046-349-003-000 and 046-349-004-000 within the Parkside Estates Subdivision, and Provide Information on Allowable Land Uses

### RECOMMENDATION:

City staff recommends authorizing the release of the lien on the subject property to allow the Brawley Elementary School District to proceed with the sale of the parcels for development, provided that prospective property owners collaborate with the City of Brawley to ensure that any proposed projects are consistent with applicable local and regional regulations, including the forthcoming update to the Airport Land Use Compatibility Plan.

### BACKGROUND INFORMATION:

Parcels APN 046-349-003-000 and 046-349-004-000 (hereafter referred to as “the property”) are located within the Parkside Estates Subdivision in the City of Brawley. The property is surrounded by single-family residences and bordered by Flammang Avenue to the west and north, North Imperial Avenue to the east, and River Drive to the south. The combined area of the two parcels is approximately 12.02 acres, with the northern parcel (APN 046-349-003) comprising 6.44 acres and the southern parcel (APN 046-349-004) totaling 5.58 acres.

The property is currently owned by the Brawley Elementary School District. The City of Brawley holds a lien on the northern parcel, which has historically been identified for potential park development as part of the conditions of approval for the Parkside Estates Subdivision. There are no Community Facilities District (CFD) assessments collected by the City on either parcel.

In April 2025, the Brawley Elementary School District initiated discussions with the City of Brawley regarding the potential release of the lien to facilitate the sale of the property. As part of these discussions, the District requested additional information on allowable land uses to assess the feasibility of the proposed real estate transaction. In response, City staff have been reviewing historical records related to prior park development efforts and original subdivision conditions, identifying existing tax obligations tied to the parcels, and evaluating both current and anticipated future land use allowances.

The sale of the parcels would represent a financial benefit for the City while preserving the opportunity to activate a site that has remained unimproved for years. With thoughtful planning, future development



could still incorporate public amenities that provide value to the community. Given the property's substantial size, its activation has the potential to enhance connectivity between the residential neighborhoods immediately north of Downtown and the broader residential areas in northern Brawley along a main collector.

The northern parcel is zoned “Recreation” (R). According to Article VII of the City’s Zoning Ordinance, this designation supports the development of public and private recreational facilities intended for entertainment, leisure, and relaxation. The southern parcel is zoned “Public Facilities” (P-F), as outlined in Article VIII of the Zoning Ordinance, which encourages the orderly and harmonious development of facilities serving the public.

Under the current zoning and consistent with the City of Brawley General Plan, a wide range of uses are allowed on the property, including but not limited to athletic fields, auditoriums, picnic areas, campgrounds, country clubs, museums, theaters, community centers, educational institutions, fire and police stations, government offices, libraries, parks, and playgrounds. A complete list of allowed uses is included in the attachments. Should future or current property owners wish to pursue alternative uses, a zone change may be requested in accordance with Sections 27.252–27.255 of the Brawley Municipal Code.

The County of Imperial’s 1996 Airport Land Use Compatibility Plan (ALUCP) is also relevant in evaluating potential uses for the property. The ALUCP prioritizes safety, aiming to minimize hazards to flight operations and ensure that ground-level land uses are compatible with airport-related risks. The current ALUCP designates the property as located within “Zone D – Other Airport Environs,” which is generally permissive of most land uses except those deemed hazardous to flight operations. Typically, uses such as schools and churches are not considered hazardous. The Airport Land Use Commission serves in an advisory role, offering recommendations to local jurisdictions regarding land uses near airports.

The County of Imperial has initiated an update to the ALUCP to align with current federal and state regulations. The revised plan is expected to be finalized and adopted by the end of 2025 and is currently available in draft form for public comment. The updated draft introduces new compatibility zone nomenclature and additional detail. According to the proposed update, approximately three-quarters of the property would fall within “Zone 3 – Inner Turning Zone,” while the remaining one-quarter, in the southwest portion, would be classified as “Zone 6 – Traffic Pattern Zone.”

The proposed Zone 6 generally allows uses with high concentrations of people, subject to conditions. In contrast, Zone 3 discourages such uses, including but not limited to major shopping centers, theaters, assembly halls, schools, daycare centers, hospitals, nursing homes, stadiums, recreational facilities, and uses involving hazardous materials. City staff met with County staff on June 5, 2025, to confirm this updated information.

If the proposed changes to the ALUCP are adopted, it is likely that the Airport Land Use Commission will not recommend high intensity uses within Zone 3. However, the Commission may further evaluate the site layout and consider the possibility of permitting certain uses in the Zone 6 portion of the property or at specific times of day. Ultimately, the Commission’s input remains advisory, and the City of Brawley retains the authority to overrule such recommendations.

Regardless of the Commission’s input, all future development on the property must comply with applicable City of Brawley requirements, including but not limited to parking standards, design conditions, and any conditional use approvals. City staff acknowledge that the proposed ALUCP changes could affect property owners’ ability to fully utilize their land. The City welcomes and is typically

inclined to consider the expertise of County staff and its advisory bodies. It also reserves the right to make independent land use decisions based on evolving regional plans and policies.

City staff remains committed to protecting the interests of the community and is open to working collaboratively with developers and property owners to identify balanced solutions that support both public benefit and regulatory compliance.

**FISCAL IMPACT:**

There is no associated fiscal impact.

**ALTERNATIVES:**

No alternatives are recommended.

**ATTACHMENTS:**

- 1. Current ALUCP, 1996
- 2. 2025 Draft ALUCP
- 3. Zoning Verification Letter
- 4. Image of Parcel Situation in 2025 Draft ALUCP Zones

**REPORT COORDINATED WITH (other than person preparing the staff report):**

N/A

**REPORT APPROVAL(S):**

<u>Staff, Title or Consultant, Agency</u>	<u>Status – Date of Status</u>
Jimmy Duran, Interim City Manager	Approved –
Silvia Luna, Finance Director	Approved –

# 6h.1

## AIRPORT LAND USE COMPATIBILITY PLAN

### Imperial County Airports

Revision date: June, 1996

Table 2A  
Compatibility Criteria

Imperial County Airport Land Use Compatibility Plan

Zone	Location	Impact Elements	Maximum Densities		Required Open Land <sup>3</sup>
			Residential (dw/ac) <sup>1</sup>	Other Uses (people/ac) <sup>2</sup>	
A	Runway Protection Zone or within Building Restriction Line	<ul style="list-style-type: none"> <li>High risk</li> <li>High noise levels</li> </ul>	0	10	All Remaining
B1	Approach/Departure Zone and Adjacent to Runway	<ul style="list-style-type: none"> <li>Substantial risk - aircraft commonly below 400 ft. AGL or within 1,000 ft. of runway</li> <li>Substantial noise</li> </ul>	0.1	100	30%
B2	Extended Approach/Departure Zone	<ul style="list-style-type: none"> <li>Significant risk - aircraft commonly below 800 ft. AGL</li> <li>Significant noise</li> </ul>	1	100	30%
C	Common Traffic Pattern	<ul style="list-style-type: none"> <li>Limited risk - aircraft at or below 1,000 ft. AGL</li> <li>Frequent noise intrusion</li> </ul>	6	200	15%
D	Other Airport Environs	<ul style="list-style-type: none"> <li>Negligible risk</li> <li>Potential for annoyance from overflights</li> </ul>	No Limit	No Limit	No Requirement

Zone	Additional Criteria		Examples	
	Prohibited Uses	Other Development Conditions	Normally Acceptable Uses <sup>4</sup>	Uses Not Normally Acceptable <sup>5</sup>
A	<ul style="list-style-type: none"> <li>All structures except ones with location set by aeronautical function</li> <li>Assemblages of people</li> <li>Objects exceeding FAR Part 77 height limits</li> <li>Hazards to flight<sup>6</sup></li> </ul>	<ul style="list-style-type: none"> <li>Dedication of aviation easement</li> </ul>	<ul style="list-style-type: none"> <li>Aircraft tiedown apron</li> <li>Pastures, field crops, vineyards</li> <li>Automobile parking</li> </ul>	<ul style="list-style-type: none"> <li>Heavy poles, signs, large trees, etc.</li> </ul>
B1 and B2	<ul style="list-style-type: none"> <li>Schools, day care centers, libraries</li> <li>Hospitals, nursing homes</li> <li>Highly noise-sensitive uses</li> <li>Above ground storage</li> <li>Storage of highly flammable materials</li> <li>Hazards to flight<sup>6</sup></li> </ul>	<ul style="list-style-type: none"> <li>Locate structures maximum distance from extended runway centerline</li> <li>Minimum NLR<sup>7</sup> of 25 dBA in residential and office buildings</li> <li>Dedication of aviation easement</li> </ul>	<ul style="list-style-type: none"> <li>Uses in Zone A</li> <li>Any agricultural use except ones attracting bird flocks</li> <li>Warehousing, truck terminals</li> <li>Single-story offices</li> </ul>	<ul style="list-style-type: none"> <li>Residential subdivisions</li> <li>Intensive retail uses</li> <li>Intensive manufacturing or food processing uses</li> <li>Multiple story offices</li> <li>Hotels and motels</li> </ul>
C	<ul style="list-style-type: none"> <li>Schools</li> <li>Hospitals, nursing homes</li> <li>Hazards to flight<sup>6</sup></li> </ul>	<ul style="list-style-type: none"> <li>Dedication of overflight easement for residential uses</li> </ul>	<ul style="list-style-type: none"> <li>Uses in Zone B</li> <li>Parks, playgrounds</li> <li>Low-intensity retail, offices, etc.</li> <li>Low-intensity manufacturing, food processing</li> <li>Two-story motels</li> </ul>	<ul style="list-style-type: none"> <li>Large shopping malls</li> <li>Theaters, auditoriums</li> <li>Large sports stadiums</li> <li>Hi-rise office buildings</li> </ul>
D	<ul style="list-style-type: none"> <li>Hazards to flight<sup>6</sup></li> </ul>	<ul style="list-style-type: none"> <li>Deed notice required for residential development</li> </ul>	<ul style="list-style-type: none"> <li>All except ones hazardous to flight</li> </ul>	

## Table 2A Continued Compatibility Criteria

### Imperial County Airport Land Use Compatibility Plan

#### NOTES

- 1 Residential development should not contain more than the indicated number of dwelling units per gross acre. Clustering of units is encouraged as a means of meeting the Required Open Land requirements.
- 2 The land use should not attract more than the indicated number of people per acre at any time. This figure should include all individuals who may be on the property (e.g., employees, customers/visitors, etc.). These densities are intended as general planning guidelines to aid in determining the acceptability of proposed land uses.
- 3 See Policy 2.5.
- 4 These uses typically can be designed to meet the density requirements and other development conditions listed.
- 5 These uses typically do not meet the density and other development conditions listed. They should be allowed only if a major community objective is served by their location in this zone and no feasible alternative location exists.
- 6 See Policy 3.4
- 7 NLR = Noise Level Reduction; i.e., the attenuation of sound level from outside to inside provided by the structure.

#### BASIS FOR COMPATIBILITY ZONE BOUNDARIES

The following general guidelines are used in establishing the Compatibility Zone boundaries for each civilian airport depicted in Chapter 3. Modifications to the boundaries may be made to reflect specific local conditions such as existing roads, property lines, and land uses. Boundaries for NAF El Centro are modified in recognition of the differences between civilian and military aircraft characteristics and flight tracks.

- A The boundary of this zone for each airport is defined by the runway protection zones (formerly called runway clear zones) and the airfield building restriction lines.

Runway protection zone dimensions and locations are set in accordance with Federal Aviation Administration standards for the proposed future runway location, length, width, and approach type as indicated on an approved Airport Layout Plan. If no such plan exists, the existing runway location, length, width, and approach type are used.

The building restriction line location indicated on an approved Airport Layout Plan is used where such plans exist. For airports not having an approved Airport Layout Plan, the zone boundary is set at the following distance laterally from the runway centerline:

Visual runway for small airplanes	370 feet
Visual runway for large airplanes	500 feet
Nonprecision instrument runway for large airplanes	500 feet
Precision instrument runway	750 feet

These distances allow structures up to approximately 35 feet height to remain below the airspace surfaces defined by Federal Aviation Regulations Part 77.

- B1 The outer boundary of the Approach/Departure Zone is defined as the area where aircraft are commonly below 400 feet above ground level (AGL). For visual runways, this location encompasses the base leg of the traffic pattern as commonly flown. For instrument runways, the

altitudes established by approach procedures are used. Zone B1 also includes areas within 1,000 feet laterally from the runway centerline.

- B2 The Extended Approach/Departure Zone includes areas where aircraft are commonly below 800 feet AGL on straight-in approach or straight-out departure. It applies to runways with more than 500 operations per year by large aircraft (over 12,500 pounds maximum gross takeoff weight) and/or runway ends with more than 10,000 total annual takeoffs.
- C The outer boundary of the Common Traffic Pattern Zone is defined as the area where aircraft are commonly below 1,000 feet AGL (i.e., the traffic pattern and pattern entry points). This area is considered to extend 5,000 feet laterally from the runway centerline and from 5,000 to 10,000 feet longitudinally from the end of the runway primary surface. The length depends upon the runway classification (visual versus instrument) and the type and volume of aircraft accommodated. For runways having an established traffic solely on one side, the shape of the zone is modified accordingly.
- D The outer boundary of the Other Airport Environs Zone conforms with the adopted Planning Area for each airport.

sm/Imprcrit.

**Table 2B**  
**Noise Compatibility Criteria**

CNEL, dBA					
LAND USE CATEGORY	50-55	55-60	60-65	65-70	70-75
<b>Residential</b>					
single family, nursing homes, mobile homes,	+	0	-	--	--
multi-family, apartments, condominiums	++	+	0	--	--
<b>Public</b>					
schools, libraries, hospitals,	+	0	-	-	-
churches, auditoriums, concert halls,	+	0	0	-	-
transportation, parking, cemeteries	++	++	++	++	0
<b>Commercial and Industrial</b>					
offices, retail trade,	++	+	0	0	-
service commercial, wholesale trade, warehousing,	++	++	+	0	0
light industrial, general manufacturing, utilities,	++	++	++	+	+
extractive industry					
<b>Agricultural and Recreational</b>					
cropland	++	++	++	++	+
livestock breeding	++	+	0	0	-
parks, playgrounds, zoos	++	+	+	0	-
golf courses, riding stables,	++	++	+	0	0
water recreation	++	+	+	0	-
outdoor spectator sports	+	0	-	-	-
amphitheaters					
<b>LAND USE AVAILABILITY</b>	<b>INTERPRETATION/COMMENTS</b>				
++ Clearly Acceptable	The activities associated with the specified land use can be carried out with essentially no interference from the noise exposure.				
+ Normally Acceptable	Noise is a factor to be considered in that slight interference with outdoor activities may occur. Conventional construction methods will eliminate most noise intrusions upon indoor activities.				
0 Marginally Acceptable	The indicated noise exposure will cause moderate interference with outdoor activities and with indoor activities when windows are open. The land use is acceptable on the conditions that outdoor activities are minimal and construction features which provide sufficient noise attenuation are used (e.g., installation of air conditioning so that windows can be kept closed). Under other circumstances, the land use should be discouraged.				
- Normally Unacceptable	Noise will create substantial interference with both outdoor and indoor activities. Noise intrusion upon indoor activities can be mitigated by requiring special noise insulation construction. Land uses which have conventionally constructed structures and/or involve outdoor activities which would be disrupted by noise should generally be avoided.				
-- Clearly Unacceptable	Unacceptable noise intrusion upon land use activities will occur. Adequate structural noise insulation is not practical under most circumstances. The indicated land use should be avoided unless strong overriding factors prevail and it should be prohibited if outdoor activities are involved.				

RC/sm/ALUCT2B.



## Individual Airport Policies and Compatibility Maps

### GENERAL

The Compatibility Maps contained in this chapter are to be used in conjunction with the Compatibility Criteria set forth in Table 2A.

The Compatibility Zones shown on each map represent areas in which the land use compatibility concerns are similar in character. The zone boundaries reflect a composite of the four basic compatibility concerns - noise, safety, overflight, and airspace.

Initially, the impact area for each of these compatibility concerns was delineated for a set of runways having different approach types (visual versus straight-in nonprecision), type of civilian aircraft accommodated (single-engine and light twins versus turboprops, business jets, etc.), and activity level. Next, several composite templates were prepared. These templates were then applied to each airport runway and modified to take into account aircraft traffic pattern restrictions, distinct geographic features on the ground, and other factors peculiar to each individual airport. Zone boundaries for Naval Air Facility El Centro were developed from maps contained in the *Air Installation Compatible Use Zones* report for that airport.

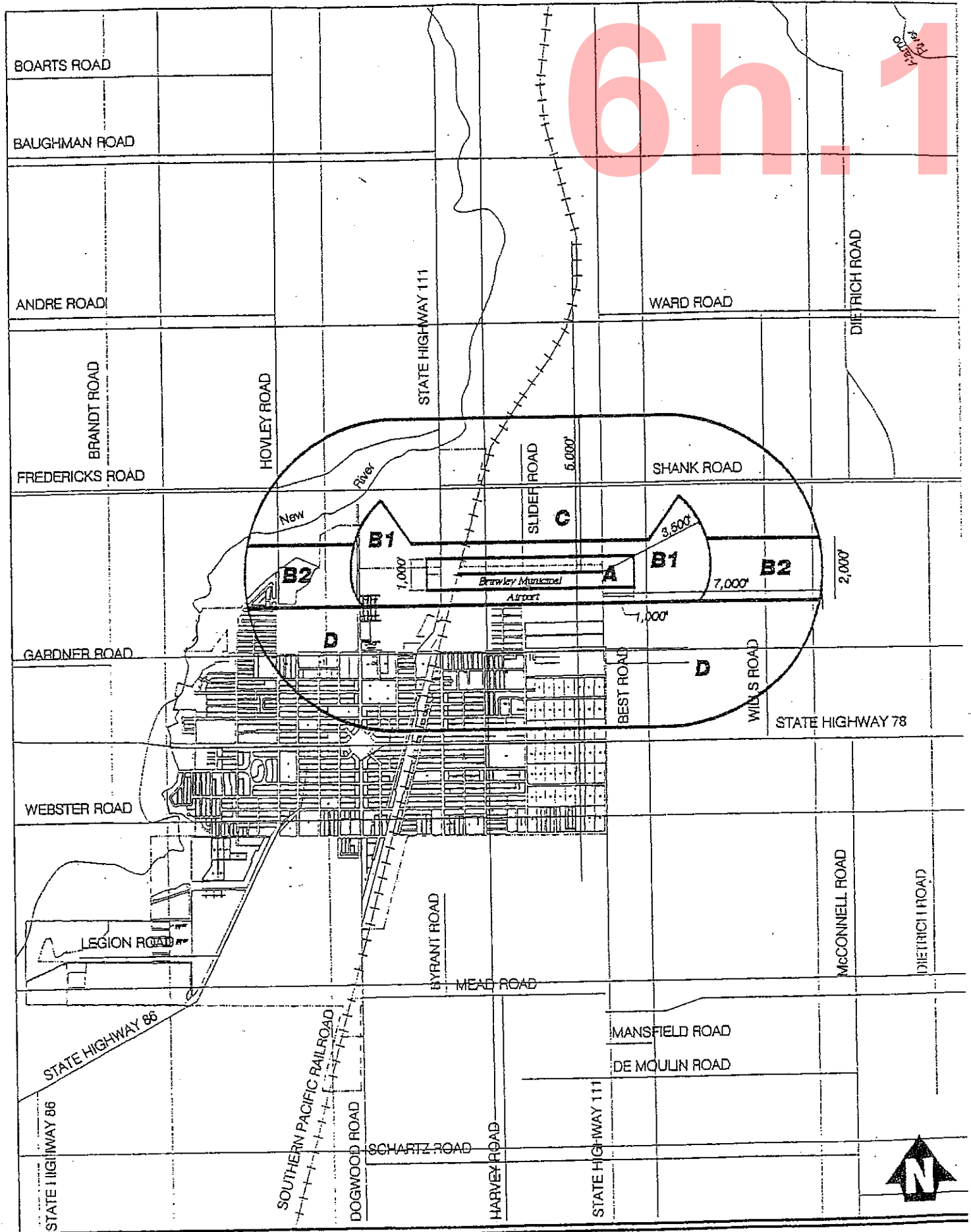
### INDIVIDUAL AIRPORT POLICIES

The policies listed in Chapter 2 are intended to apply broadly to all of the airports in Imperial County. In some instances, however, policies addressing concerns specific to a single airport are necessary. Such policies are presented on the following pages.

## **Brawley Municipal Airport**

- The City of Brawley is currently updating the master plan for the Brawley Municipal Airport. The Master Plan should be updated in approximately 6 months. (Pursuant to Memo dated January 3, 1996).
- 
- The update to the City of Brawley General Plan was approved by the City Council on April 3, 1995. The update to Brawley's Zoning Ordinance was approved by the City Council on April 17, 1995. (Pursuant to Memo dated January 3, 1996).

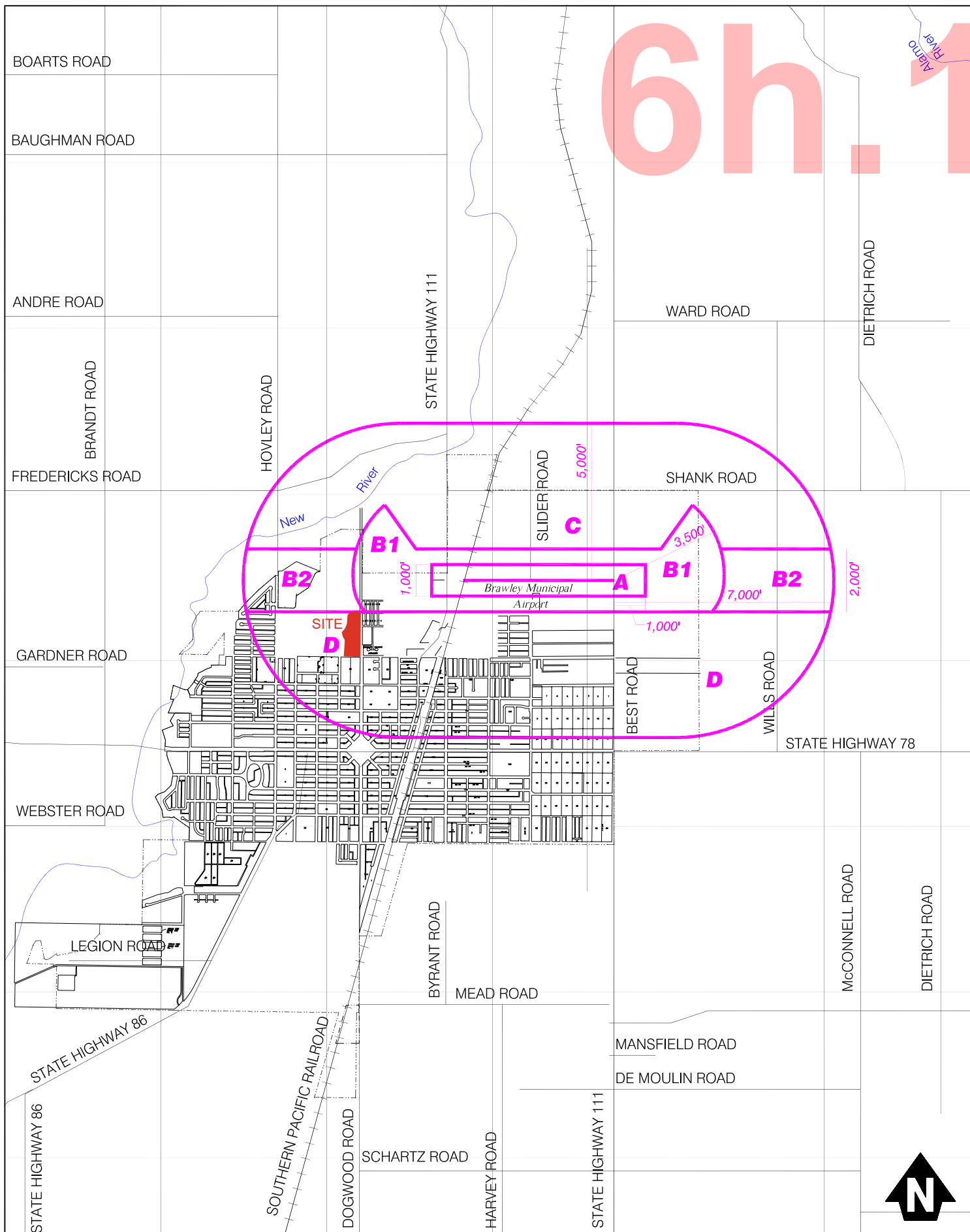




**Compatibility Map**  
Brawley Municipal Airport

**FIGURE 3A**

airport land use compatibility plan



**Compatibility Map**  
Brawley Municipal Airport

**FIGURE 3A**



**DRAFT**

**AIRPORT LAND USE  
COMPATIBILITY PLAN  
UPDATE**

**PREPARED FOR**

**The County of Imperial, California**

**BY**



**April 2025**



## Chapter One

# PURPOSE AND SCOPE

---

### 1.1 INTRODUCTION

This document represents an update of the state-mandated airport land use compatibility plan (ALUCP) for the environs of the six public use airports in Imperial County. Additionally, this plan incorporates the recommendations from the May 2010 *Air Installations Compatible Use Zones (AICUZ) Report for Naval Air Facility (NAF) El Centro, California* that apply within Imperial County. The Imperial County public use airports include Brawley Municipal Airport, Calexico International Airport, Calipatria Municipal Airport, Holtville Airport, Imperial County Airport and Salton Sea Airport. **Exhibit 1A** depicts the location of these six public use airports and NAF El Centro. This ALUCP was prepared by the Airport Land Use Commission (ALUC) for Imperial County, under the authority of the *California State Aeronautics Act*, California Public Utilities Code Section 21001 et seq.

This ALUCP replaces the *Airport Land Use Compatibility Plan for Imperial County Airports* that was published in June 1996.

This ALUCP has also been prepared with reference to, and is consistent with, the guidance provided by the California Department of Transportation Division of Aeronautics (Division) in the 2011 version of the *California Airport Land Use Planning Handbook* (Handbook) pursuant to California Public Utility Code (PUC) Sections 21674.5 and 21674.7.

This ALUCP update considers the current and future use of the county's airports, including future aviation demand forecasts and the potential for new development throughout Imperial County. Energy projects have dominated new development in the county for the last several years, and this ALUCP works in conjunction with plans such as the Lithium Valley Specific Plan to provide a comprehensive framework to transform Imperial Valley into a hub for renewable energy, mineral extraction, logistics, and manufacturing.

Like the 1996 plan, this ALUCP is intended to protect and promote the safety and welfare of residents, businesses, and airport users located near the aforementioned public use airports and NAF El Centro in Imperial County, while also supporting the continued operation of these facilities. Specifically, the plan seeks to: ensure that people and facilities are not concentrated in areas susceptible to aircraft accidents; protect the public from the adverse effects of airport noise; and ensure that no structures or activities encroach upon or adversely affect the use of navigable airspace.

# IMPERIAL COUNTY ALUCP



## 3.2.2 Safety Zone Criteria

The safety zone land use compatibility standards in **Table 3A** restrict the development of land uses that could pose hazards to the public or to vulnerable populations in the case of an aircraft accident. **Table 3A** also provides a breakdown of the intensity criteria for the compatibility zones, and **Appendix H** provides the methodology for calculating land use intensity.

**TABLE 3A | Safety Zone Compatibility Criteria Matrix**

Dwelling Units (d.u.) per Acre <sup>1</sup>	Max. Nonresidential Intensity <sup>2</sup>	Required Open Land	Allow	Allow With Conditions	Not Recommended <sup>3</sup>	Other Development Conditions <sup>4</sup>
<b>Zone 1: Runway Protection</b>						
• None	• None	• All Remaining	• None	• None	<ul style="list-style-type: none"> <li>• All new structures and residential land uses</li> <li>• Parking lots, streets, roads</li> </ul>	• Not Applicable
<b>Zone 2: Inner Approach/Departure</b>						
• 1 d.u. per 10 acres	• 40 persons per acre	• 30%	<ul style="list-style-type: none"> <li>• Agriculture; non-group outdoor recreational uses</li> </ul>	<ul style="list-style-type: none"> <li>• Residential uses</li> <li>• Warehouses, mini-storage</li> <li>• Industrial uses; vehicle, aircraft, marine repair services</li> <li>• All uses are subject to height limitations for airspace protection</li> </ul>	<ul style="list-style-type: none"> <li>• Major shopping centers, theaters, meeting halls, and other assembly facilities</li> <li>• Children's schools, day-care centers, hospitals, nursing homes</li> <li>• Stadiums, recreation facilities</li> <li>• Hazardous materials</li> </ul>	<ul style="list-style-type: none"> <li>• Airspace review in accordance with 14 CFR Part 77.9 (FAA Form 7460)<sup>5</sup></li> <li>• Dedication of avigation easement<sup>6</sup></li> <li>• Locate structures maximum distance from extended runway centerline</li> <li>• Minimum NLR to 45 dB residences (including mobile homes) and office buildings<sup>7</sup></li> </ul>
<b>Zone 3: Inner Turning</b>						
• 1 d.u. per 2 acres	• 70 persons per acre	• 20%	<ul style="list-style-type: none"> <li>• Uses allowed in Zone 2</li> <li>• Greenhouses</li> </ul>	<ul style="list-style-type: none"> <li>• Uses allowed with conditions in Zone 2</li> <li>• Office, retail, and other commercial uses</li> </ul>	<ul style="list-style-type: none"> <li>• Major shopping centers, theaters, meeting halls, and other assembly facilities</li> <li>• Children's schools, day-care centers, hospitals, nursing homes</li> <li>• Stadiums, recreation facilities</li> <li>• Hazardous materials</li> </ul>	<ul style="list-style-type: none"> <li>• Airspace review in accordance with 14 CFR Part 77.9 (FAA Form 7460)<sup>7</sup></li> <li>• Dedication of avigation easement<sup>6</sup></li> <li>• Locate structures maximum distance from extended runway centerline</li> <li>• Minimum NLR to 45 dB residences (including mobile homes) and office buildings<sup>7</sup></li> </ul>
<b>Zone 4: Outer Approach/Departure</b>						
• 1 d.u. per 2 acres	• 100 persons per acre	• 30%	• Uses allowed in Zone 2-3	• Uses allowed with conditions in Zone 2-3	<ul style="list-style-type: none"> <li>• Theaters, meeting halls, and other assembly facilities</li> <li>• Children's schools, day-care centers, hospitals, nursing homes</li> <li>• Stadiums, recreation facilities</li> <li>• Hazardous materials</li> </ul>	<ul style="list-style-type: none"> <li>• Airspace review in accordance with 14 CFR Part 77.9 (FAA Form 7460)<sup>5</sup></li> <li>• Dedication of avigation easement<sup>6</sup></li> <li>• Minimum NLR to 45 dB in residences (including mobile homes) and office buildings<sup>7</sup></li> </ul>
<b>Zone 5: Sideline</b>						
• 1 d.u. per acre	• 70 persons per acre	• 30%	• Uses allowed in Zone 2-4	<ul style="list-style-type: none"> <li>• Uses allowed with conditions in Zone 2-4</li> <li>• Residential uses</li> </ul>	<ul style="list-style-type: none"> <li>• Stadiums, recreation facilities</li> <li>• Children's schools, day-care centers, hospitals, nursing homes</li> </ul>	<ul style="list-style-type: none"> <li>• Airspace review in accordance with 14 CFR Part 77.9 (FAA Form 7460)<sup>5</sup></li> <li>• Dedication of avigation easement<sup>6</sup></li> </ul>

*Continues on next page*

# IMPERIAL COUNTY ALUCP



**TABLE 3A | Safety Zone Compatibility Criteria Matrix (continued)**

Dwelling Units (d.u.) per Acre <sup>1</sup>	Max. Nonresidential Intensity <sup>2</sup>	Required Open Land	Allow	Allow With Conditions	Not Recommended <sup>3</sup>	Other Development Conditions <sup>4</sup>
<b>Zone 6: Traffic Pattern</b>						
• No Limit	• 200 persons per acre	• 10%	• Uses allowed in Zone 2-5	<ul style="list-style-type: none"> <li>• Uses allowed with conditions in Zones 2-5</li> <li>• Children's schools, day-care centers, hospitals, and nursing homes</li> <li>• Outdoor stadiums and similar uses with high concentration of people</li> </ul>	• None	<ul style="list-style-type: none"> <li>• Airspace review in accordance with 14 CFR Part 77.9 (FAA Form 7460)<sup>5</sup></li> <li>• Deed notice required for residential uses<sup>6</sup></li> </ul>
<b>Zone 7: Conical Surface</b>						
• No Limit	• No Limit	• None	• Uses Allowed in Zone 2-6	• Any	• None	• Airspace review in accordance with 14 CFR Part 77.9 (FAA Form 7460) <sup>5</sup>
<b>Notes:</b> <sup>1</sup> Residential development containing more than the indicated number of dwelling units per gross acre (d.u./ac) is not recommended. Clustering of units is encouraged. Gross acreage includes the property at issue plus a share of adjacent roads and any adjacent, permanently dedicated, open lands. <sup>2</sup> Usage intensity calculations include the peak number of people per gross acre (e.g., employees, customers/visitors, etc.) who may be on the property at a single point in time, whether indoors or outside. Gross acreage includes the property at issue plus a share of adjacent roads and any adjacent, permanently dedicated, open lands. See <b>Appendix D</b> for more detailed information on calculating usage intensity. <sup>3</sup> The uses listed here are not recommended regardless of whether they meet the intensity criteria, subject to applicable state or federal law. In addition to these uses, other uses that are normally permitted may not be recommended in the respective compatibility zones because they do not meet the usage intensity criteria. <sup>4</sup> Additional resources may be found on the Imperial County Planning and Development Service Department's website: <a href="https://www.icpds.com/">https://www.icpds.com/</a> <sup>5</sup> Information regarding FAA airspace review filing requirements may be found on the FAA's Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) portal: <a href="https://oeaaa.faa.gov/oeaaa/external/portal.jsp">https://oeaaa.faa.gov/oeaaa/external/portal.jsp</a> <sup>6</sup> As part of certain real estate transactions involving residential property within any compatibility zone (that is, anywhere within an airport influence area), disclosure of information regarding airport proximity and the existence of aircraft overflights must be disclosed. This requirement is set by state law. <sup>7</sup> NLR = Noise Level Reduction: the outside-to-inside sound level attenuation the structure provides.						
<b>Legend:</b> RPZ = Runway Protection Zone IADZ = Inner Approach/Departure Zone TPZ = Traffic Pattern Zone SZ = Sideline Safety Zone ITZ = Inner Turning Zone OADZ = Outer Approach/Departure Zone						

## 3.2.3 Infill Development

Where development that already exists is not in conformance with the criteria set forth in this compatibility plan, additional infill development of similar land uses may be allowed to occur, even if such land uses are to be prohibited elsewhere in the zone.

This exception does not apply within Zone 1 (RPZ).

(a) A parcel can be considered for infill development if it meets all of the following criteria, plus the applicable provisions of either Sub-policy (b) or (c) below:

- (1) The parcel size is no larger than 10.0 acres.
- (2) At least 65 percent of the site's perimeter is bounded (disregarding roads) by existing uses similar to or more intensive than those proposed. For projects adjacent to an undeveloped parcel, the nearest developed lot may be used.
- (3) The proposed project would not extend the perimeter of the area defined by the surrounding, already developed, incompatible uses.



# Appendix A

## Brawley Municipal Airport (BWC)





## Appendix A

# BRAWLEY MUNICIPAL AIRPORT (BWC)

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Appendix A provides an overview of Brawley Municipal Airport's (Airport) setting, airport influence area (AIA), safety zones, noise, airspace, and overflight areas. This Appendix will also discuss the existing and planned land uses, as well as current and future Airport facilities.

Brawley Municipal Airport (BWC) is a public use airport located two miles northeast from the center of the City of Brawley, CA, which is situated in western Imperial County. The Airport sits on approximately 126 acres of land, 112 feet below mean sea level. The 2023–2027 *National Plan of Integrated Airports* (NPIAS) classifies the Airport as a local general aviation facility, and the 2020 *California Aviation System Plan* (CASP) considers it a community airport. The City of Brawley owns the Airport, and the Airport is located within City limits, surrounded by areas of unincorporated Imperial County to the north and east.

## SAFETY ZONES

The AIA and Safety Zones for Brawley Municipal Airport are shown on **Exhibit A1**. Figure 3A of the California Airport Land Use Planning Handbook (Handbook) provides three example zones for general aviation airports, which are differentiated by runway length. The Handbook zone examples are provided as a starting point for developing safety zones specific to an airport. As discussed below, Brawley Municipal Airport has one runway, Runway 8-26, which is 4,166 feet long. The Federal Aviation Administration (FAA)-approved Airport Layout Plan (ALP) proposes a runway extension on Runway 26 of 803 feet, resulting in an ultimate runway length of 4,969 feet. Using this length, the Medium General Aviation Runway classification was assumed. For this plan, an outer zone was added based on the 14 CFR Part 77 Conical Surface, which also represents the airspace and overflight review area boundary. Additional information regarding the safety compatibility zones can be found in **Appendix J**.

## NOISE

The standard methodology for analyzing noise conditions at airports involves the use of a computer simulation model. The Airport Environmental Design Tool (AEDT) Version 3f is accepted by the State of California and required by the FAA to be used in developing noise exposure contours. This is the model used to develop the noise exposure contours for this Airport Land Use Compatibility Plan (ALUCP). The following sections describe the noise modeling inputs for the Brawley Municipal Airport noise exposure contours shown on **Exhibit A2**. Additional information regarding the noise modeling process and land use compatibility thresholds can be found in **Appendix K**.

## AIRCRAFT OPERATIONS AND FLEET MIX

As outlined in Public Utilities Code (PUC) Section 21675(a), the noise contours included in an ALUCP must reflect the anticipated growth of the airport throughout at least the next 20 years. **Table A1** summarizes the 2044 operations for the Airport using the FAA's Terminal Area Forecast, Fiscal Years 2023-2050 (published January 2024), and also includes the aircraft types used in the noise model.



# IMPERIAL COUNTY ALUCP



Airfield observations and based aircraft lists were used to determine the types of aircraft which frequently use the Airport. To accurately represent the noise conditions at the Airport, the AEDT provides aircraft noise data for many of the aircraft operating in the national fleet.

The selection of individual aircraft types is important to the modeling process because different aircraft types generate different noise levels. The aircraft fleet mix for Brawley Municipal Airport was derived from the Airport's 2003 Airport Master Plan, FAA's Traffic Flow Management System Counts (TFMSC) for calendar year 2023, and interviews with the Airport manager. **Table A1** summarizes the generalized fleet mix data input into the AEDT.

A variety of general aviation, single engine fixed-propeller aircraft are modeled with the GASEPV and GASEPF aircraft in the AEDT. The GASEPV represents many single engine general aviation aircraft including the Mooney M-20, Cessna 172 and 180, and Piper Cherokee Arrow. The general aviation, single engine fixed-pitch propeller model, the GASEPF, also represents several single engine general aviation aircraft. These include the Cessna 150, Piper Archer, and the Piper Tomahawk.

**TABLE A1 | Brawley Municipal Airport – Aircraft Fleet Mix and Operations**

Operations	AEDT Designator	2044 <sup>1</sup>
<b>Itinerant</b>		
Single Engine, Fixed	GASEPF	309
Single Engine, Variable	GASEPV	309
Multi-Engine Piston	BEC58P	162
Turboprop	DHC6	174
Turboprop	Pilatus PC-12	174
Helicopter	SA350D	200
<b>Itinerant Subtotal</b>		<b>1,328</b>
<b>Local</b>		
Single Engine, Fixed	GASEPF	409
Single Engine, Variable	GASEPV	409
Multi-Engine Piston	BEC58P	162
<b>Local Subtotal</b>		<b>980</b>
<b>Grand Total</b>		<b>2,308</b>

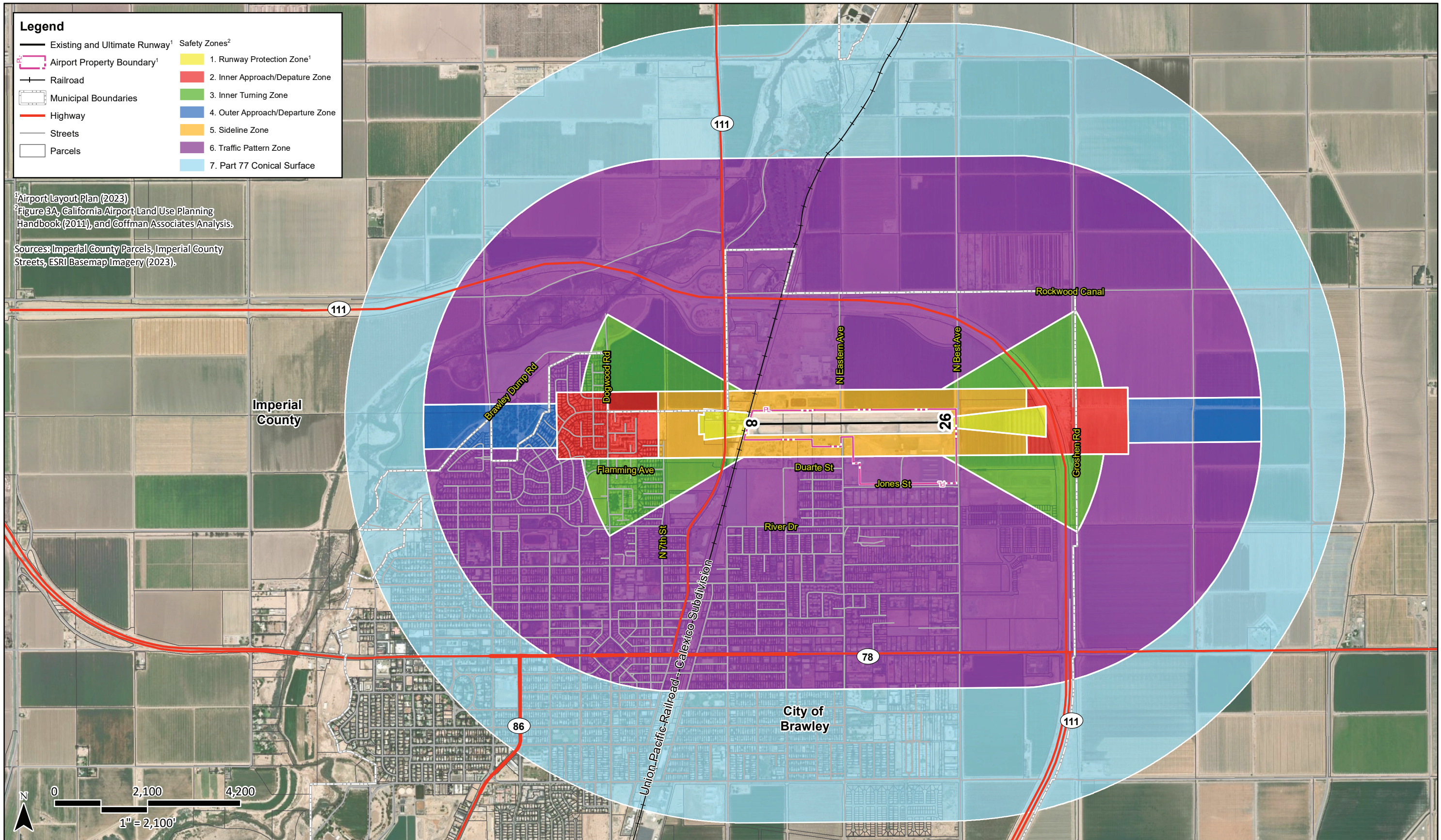
Source: <sup>1</sup>FAA Terminal Area Forecast, Fiscal Years 2023-2050, January 2024

## Time-of-Day

The time-of-day which aircraft operations occur is an important input to the AEDT due to the 10-decibel nighttime (10:00 p.m. to 7:00 a.m.) and 4.8-decibel evening (7:00 p.m. to 10:00 p.m.) weighting of aircraft noise.

Since the Airport is not equipped with an airport traffic control tower (ATCT), time-of-day information was estimated based upon Airport staff interviews, time-of-day activity levels at similar airports, and information described in the 2003 Airport Master Plan. Currently, most operations occur during the daytime hours, with an estimated 4.5 percent of turboprop operations occurring during evening hours and no turboprop activity occurring during nighttime hours, and 15 percent of single and multi-engine piston operations occurring during evening hours and one percent of single and multi-engine piston operations occurring during nighttime hours.







**Flamming Ave**

**N 7th St**



## CITY OF BRAWLEY

6h3  
Development Services Department  
205 S. Imperial Avenue  
Brawley, CA 92227

Building Division  
Phone: (760) 344-8622  
Fax: (760) 351-2656

Housing Division  
Phone: (760) 351-1905  
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Planning Division  
Phone: (760) 344-8822  
Fax: (760) 351-2656

April 30, 2025

Cristhian Barajas  
Development Services Director  
City of Brawley  
383 Main Street  
Brawley, CA 92227

**RE: ZONING VERIFICATION OF TWO PROPERTIES OWNED BY THE  
ELEMENTARY SCHOOL DISTRICT OF BRAWLEY (APN 046-349-003 and 046-  
349-004)**

Dear Mr. Barajas,

I have received your request for a zoning verification for two adjacent properties owned by the Elementary School District of Brawley (APN 046-349-003 and 046-349-004). Please find the zoning related information for the subject property listed below as requested:

- **Site Condition:** The first subject property located on the frontage of Flammang Avenue (APN 046-349-003) is an undeveloped lot of approximately 279,316 square feet. The second subject property located on the frontage of River Drive (APN 046-349-004) is an undeveloped lot of approximately 242,880 square feet.
- **Current Zoning Designation:** The zoning designation for the property on the frontage of Flammang Avenue is R (Recreation). Per Article VII of the Zoning Ordinance, R zones are intended for use in areas where public and private recreational facilities may be established. The zone is designed to permit uses offering entertainment, amusement and various leisure time activities in an atmosphere conducive to relaxation.

The zoning designation for the property on the frontage of River Drive is P-F (Public Facilities). Per Article VIII of the Zoning Ordinance, P-F zones are established to encourage an orderly and harmonious development of public facilities.

# 6h.3

- **Adjacent Property Zoning Designations:**

- APN 046-349-003

- North: R-1 (Residential Single Family)

- East: MHP (Mobile Home Park)

- South: P-F (Public Facilities)

- West: R-1 (Residential Single-Family)

- APN 046-349-004

- North: R (Recreational)

- East: MHP (Mobile Home Park) and  
R-2 (Residential Low Density)

- South: R-3 (Residential Medium  
Density)

- West: R-1 (Residential Single Family)

- **Minimum Setbacks:**

- APN 046-349-003

- Front: 20 ft.

- Interior Side: 10 ft.

- Rear: 10 ft.

- Street Side: 10 ft.

- APN 046-349-004

- Front: 20 ft.

- Interior Side: 10 ft.

- Rear: 10 ft.

- Street Side: 10 ft.

- **Height:**

- APN 046-349-003

- 35 ft / 2 stories

- APN 046-349-004

- 45 ft / 3 stories

# 6h.3

- **Permitted, Conditional, and Prohibited uses:**

APN 046-349-003

Permitted by Right	Planning Director CUP	Planning Commission CUP	Accessory use only
Archery ranges	Carnivals	Airports	Accessory buildings or structures
Athletic fields, including grandstands and stadiums	Circuses	Camps, youth	Building materials storage during construction
Auditoriums	Rodeos (not horse racing)	Fire stations	Caretaker's residence
Bicycle, scooter and similar rentals	-	Golf driving ranges	First-aid stations
Bird farms	-	Retail stores	Pets (household) maximum of 3 over 4 months (cats/dogs)
Bowling alleys	-	Rifle, pistol or skeet ranges	Refreshment stands
Campgrounds, picnic areas (no structure for permanent human occupancy)	-	Shooting galleries	Restaurants and other eating establishments
Country clubs	-	Skating rinks	=
Courts, badminton, tennis, volleyball, croquet	-	Theaters, drive-in	-
Crops, nursery stock (excluding roadside sales)	-	-	-
Dance pavilions, outdoor	-	-	-

Dwelling, single-family	-	-	-
Fairgrounds	-	-	-
Fishing and casting ponds	-	-	-
Golf courses / mini golf	-	-	-
Museums	-	-	-
Observatories	-	-	-
Parking lots	-	-	-
Parks and playgrounds	-	-	-
Polo grounds	-	-	-
Riding academies and stables with boarding of horse	-	-	-
Riding/hiking trails	-	-	-
Sports arenas	-	-	-
Storage of cattle, sheep, goats, horses	-	-	-
Swimming pools	-	-	-
Theaters, outdoor, but not including drive-in	-	-	-
Tourist info centers	-	-	-
Note: All other uses not listed are prohibited unless a similar use determination is made by the Planning Director.			

Permitted by Right	Planning Director CUP	Planning Commission CUP	Accessory use only
Community social centers	Carnivals	Airports	Accessory buildings or structures
Educational institutions (public)	Lodge halls	Cemeteries	-
Electrical distribution substations, microwave facilities*	Microwave stations, including towers (35 feet max.)	Child care centers	-
Fire station	Microwave stations towers exceeding 35 feet	Convalescent hospitals/homes	-
Golf course (public)	Museums (enclosed buildings)	Day care centers (greater than 12 persons)	-
Government offices	-	Electrical-generating plants, microwave facilities	-
Gymnasiums (public)	-	Hospitals	-
Libraries	-	Museums	-
Parking lots	-	Nursing homes, nursing care	-
Parking buildings	-	Nursery school	-
Parks and playgrounds	-	Radio and television stations and towers (35 feet max.)	-
Police stations	-	Stations, bus, railroad and taxi	-



Post offices	-	Swimming pools (public)	-
Public utility service centers, plants and yards	-	-	-
<p>Note: All other uses not listed are prohibited unless a similar use determination is made by the Planning Director.</p> <p>*Use permitted subject to conditions outlined in zoning ordinance.</p>			

- Please refer to Attachments A and B for additional information on permitted, conditional, and prohibited uses in both R and P-F zones.

Should you have any questions or concerns regarding this communication, please feel free to contact me via email at [Adrian.Ople@brawley-ca.gov](mailto:Adrian.Ople@brawley-ca.gov) or via phone at (760) 344-8622 Ext. 2502.

Sincerely,



Adrian Ople  
Planning Technician  
City of Brawley

Attachments: Attachment A – Article VII. – Recreational District.

Attachment B – Article VIII. – Public Facilities

Article VII. - Recreational District.

# 6h.3

Sec. 27.100. - Recreational district.

Zone R (Recreational) is intended for use in areas where public and private recreational facilities may be established. The zone is designed to permit uses offering entertainment, amusement and various leisure time activities in an atmosphere conducive to relaxation.

(Ord. No. 2008-04 § 1.)

Sec. 27.101. - Recreational permitted uses, accessory uses and conditional uses.

- (a) Permitted uses (uses permitted by right) in the recreational zoning district are primarily recreational, but may include uses which are accessory to the recreational use, such as commercial operations and other uses clearly recognized as necessary to the primary recreational use.
- (b) Certain uses may not be suitable in every location within the recreational district and therefore require planning director or planning commission discretionary review through the conditional use permit process described in section 27.272 of this zoning ordinance, table 27.101, Uses by Recreational District, lists those uses that are:
  - 1. Permitted by right;
  - 2. Permitted as accessory to the recreational use;
  - 3. Permitted as conditional uses; and
  - 4. Prohibited in the recreational zoning district.
- (c) The planning commission may also permit other uses similar to the uses permitted by right in table 27.101 that the planning commission finds to fall within the intent and purpose of this zone, that will not be more obnoxious or materially detrimental to the public welfare or to property in the vicinity of said uses, and which the planning commission finds to be of a comparable nature and of the same class as the uses permitted by right in table 27.101.

(Ord. No. 2008-04 § 1.)

**Table 27.101**  
**Uses by Recreational District**

Recreational District Uses	R
Accessory buildings or structures	A

Airports	C
Archery ranges	P
Athletic fields, including grandstands and stadiums <sup>(1)</sup>	P
Auditoriums	P
Bicycle, scooter and similar rentals	P
Bird farms <sup>(1)</sup>	P
Bowling alleys	P
Building materials storage during construction	A
Campgrounds, picnic areas (no structure for permanent human occupancy) <sup>(1)</sup>	P
Camps, youth	C
Caretaker's residence	A
Carnivals	C*
Circuses	C*
Country clubs <sup>(1)</sup>	P
Courts, badminton, tennis, volleyball, croquet	P
Crops, nursery stock (excluding roadside sales)	P
Dance pavilions, outdoor <sup>(1)</sup>	P
Dwelling, single-family	P
Fairgrounds <sup>(2)</sup>	P

Fire stations	C
First-aid stations	A
Fishing and casting ponds <sup>(1)</sup>	P
Golf courses, including miniature <sup>(1)</sup>	P
Golf driving ranges	C
Museums	P
Observatories	P
Parking lots	P
Parks and playgrounds <sup>(1)</sup>	P
Pets (household) maximum of 3 over 4 months (cats/dogs)	A
Polo grounds <sup>(1)</sup>	P
Refreshment stands	A
Restaurants and other eating establishments	A
Retail stores	C
Riding academies and stables with boarding of horses	P
Riding/hiking trails <sup>(1)</sup>	P
Rifle, pistol or skeet ranges	C
Rodeos (not horse racing) <sup>(1)</sup>	C*
Shooting galleries	C

Skating rinks	C
Sports arenas <sup>(1)</sup>	P
Storage of cattle, sheep, goats, horses <sup>(2)</sup>	P
Swimming pools	P
Theaters, drive-in	C
Theaters, outdoor, but not including drive-in <sup>(1)</sup>	P
Tourists information centers	P

Key:

P = Use permitted by right.

PI = Use permitted by right, indoors only.

C = Use requires planning commission conditional use permit.

C\*= Use requires planning director conditional use permit.

X = Use is prohibited.

A = Use permitted as accessory use only.

(1) = Requires minimum of one acre of land.

(2) = Requires minimum of five acres of land.

## Sec. 27.102. - Recreational development standards.

General development standards for the recreational zoning district are provided in table 27.102. The standards include: (a) minimum lot size; (b) minimum lot width; (c) minimum lot depth; (d) minimum front yard setback; (e) minimum side yard setback; (f) minimum rear yard setback; (g) maximum building coverage; (h) maximum floor area ratio; (i) maximum height; (j) off-street parking; (k) signs; (l) landscape; and (m) minimum building separation; and (n) accessory buildings. These provisions are intended to provide the minimum acceptable standards for development within the recreational district necessary to ensure quality development. The development standards are supplemented by special development standards described in article XII of this zoning ordinance.

**Table 27.102**  
**Recreational Development Standards**

Development Standards <sup>(1)</sup>	R
(a) Minimum Lot Size <sup>(2),(4),(5)</sup>	20,000 sf
(b) Minimum Lot Width <sup>(2),(6)</sup>	100 ft <sup>(10)</sup>
(c) Minimum Lot Depth	n/a
(d) Minimum Front Yard Setback <sup>(7)</sup>	
From Ultimate Street R-O-W	20 ft
Flag Lot (from connection with access extension)	20 ft
(e) Minimum Side Yard Setback <sup>(8)</sup>	
Interior Side	10 ft
Street Side	10 ft
Flag Lot	10 ft
(f) Minimum Rear Yard Setback <sup>(9)</sup>	
Standard Lot	10 ft
Flag Lot and Cul-de-sac Lot	10 ft
Adjacent to Alley or Street R-O-W	10 ft
(g) Maximum Building Coverage	25%
(h) Maximum Floor Area Ratio	0.25:1

(i) Maximum Height	
Primary Structure	2 S/35 ft <sup>(3)</sup>
Accessory Structure	1 S/17 ft <sup>(3)</sup>
(j) Off-Street Parking	Refer to article XI, Parking and Loading
(k) Signs	Refer to article XIV, Signs
(l) Landscape	Refer to <u>section 27.180</u>
(m) Minimum Building Separation	10 ft
(n) Accessory Buildings	Refer to article XII, Special Development Standards and Uses

Notes:

- (1) See article II for definitions of terms used for development standards.
- (2) Development standard applies to proposed subdivisions of land.
- (3) Whichever is less.
- (4) "Net area" means that area of a lot or parcel of land exclusive of: public alleys, highways or streets; proposed public facilities such as alleys, highways, streets or other necessary public sites when included within a proposed development project; or other public or private easements when the owner of the servient tenement does not have the right to use the entire surface of the land.
- (5) Refer to sections 27.161 through 27.164.
- (6) Refer to section 27.165, Minimum lot width.
- (7) Refer to section 27.169, Specialized front yard requirements.
- (8) Refer to section 27.170, Specialized side yard requirements.
- (9) Refer to section 27.171, Specialized rear yard adjoining an alley.
- (10) Except as otherwise provided in section 27.165.

Secs. 27.103—27.109. - Reserved.

Article VIII. - Public Facilities District.

Sec. 27.110. - Public facilities district.

Zone PF (Public Facilities) is established to encourage an orderly and harmonious development of public facilities.

(Ord. No. 2008-04 § 1.)

Sec. 27.111. - Public facilities uses.

- (a) Permitted uses, accessory uses, and conditional uses within the public facilities zoning district are described in table 27.111.
- (b) Certain uses may not be suitable in every location in the public facilities district and therefore may require planning director or planning commission discretionary review through the conditional use permit process described in section 27.272. Table 27.111, Uses by Public Facilities District, lists uses that are suitable:
  - 1. Permitted by right;
  - 2. Permitted as accessory to the public use;
  - 3. Permitted as conditional uses; and
  - 4. Prohibited in the public facilities zoning district.
- (c) The planning commission may also permit other uses similar to the uses permitted by right in table 27.111 that the planning commission finds to fall within the intent and purpose of these zones, that will not be more obnoxious or materially detrimental to the public welfare or to property in the vicinity of said uses, and which the planning commission finds to be of a comparable nature and of the same class as the uses permitted by right in table 27.111.

(Ord. No. 2008-04 § 1.)

Table 27.111  
Uses by Public Facilities District

Public Facilities District Uses	P-F
---------------------------------	-----



Accessory buildings or structures	A
Airports	C
Carnivals	C*
Cemeteries	C
Child care centers	C
Community social centers	P
Convalescent hospitals/homes	C
Day care centers (greater than 12 persons)	C
Educational institutions (public)	P
Electrical distribution substations, microwave facilities	P*
Electrical-generating plants, microwave facilities	C
Fire states	P
Golf courses (open to public)	P
Government offices	P
Gymnasiums (public)	P
Hospitals	C
Libraries	P
Lodge halls	C*
Microwave stations, including towers (35 feet max.)	C*

Microwave stations towers exceeding 35 feet	C*
Museums	C
Museums (enclosed buildings)	C*
Nursing homes, nursing care	C
Nursery school	C
Parking lots	P
Parking buildings	P
Parks and playgrounds	P
Police stations	P
Post offices	P
Public utility service centers, plants and yards	P
Radio and television stations and towers (35 feet max.)	C
Stations, bus, railroad and taxi	C
Swimming pools (public)	C

Key:

P = Use permitted by right.

P\*= Use permitted subject to conditions outlined in zoning ordinance.

C = Use requires planning commission conditional use permit.

C\*= Use requires planning director conditional use permit.

A = Use permitted as accessory use only.

Notes:

1. Accessory uses include any accessory uses permitted in the underlying zone to which this supplemental use zone is added, provided that all display and storage, other than parking for motor vehicles having a rated capacity of not more than two tons, shall be within an enclosed building.
2. Conditional uses include any conditional uses permitted in the underlying zone to which this supplemental use zone is added.
3. Permitted uses include any principal uses permitted in the underlying zone to which this supplemental use zone is added, provided that all display and storage, other than parking for motor vehicles having a rate capacity of not more than two tons, shall be within an enclosed building.

Sec. 27.112. - Public facilities development standards.

General development standards for the public facilities zoning district are provided in table 27.112. The standards include: (a) minimum lot size; (b) minimum lot width; (c) minimum lot depth; (d) minimum front yard setback; (e) minimum side yard setback; (f) minimum rear yard setback; (g) maximum building coverage; (h) maximum floor area ratio; (i) maximum height; (j) off-street parking; (k) signs; (l) landscape; (m) minimum building separation; and (n) accessory buildings. These provisions are intended to provide the minimum acceptable standards for development within the public facilities district necessary to ensure quality development. The development standards are supplemented by special development standards described in article XII of this zoning ordinance.

(Ord. No. 2008-04 § 1.)

**Table 27.112**  
**Public Facilities Development Standards**

Development Standards <sup>(1)</sup>	PF
(a) Minimum Lot Size <sup>(2),(3),(4)</sup>	7,500 sf
(b) Minimum Lot Width <sup>(2),(5)</sup>	50 ft
(c) Minimum Lot Depth	100 ft <sup>(9)</sup>
(d) Minimum Front Yard Setback <sup>(6),(10)</sup>	

From Ultimate Street R-O-W	20 ft
Flag Lot (from connection with access extension)	20 ft
(e) Minimum Side Yard Setback <sup>(7)</sup>	
Interior Side	10 ft
Street Side	10 ft
Flag Lot	10 ft
(f) Minimum Rear Yard Setback <sup>(8)</sup>	
Standard Lot	10 ft
Flag Lot and Cul-de-sac Lot	10 ft
Adjacent to Alley or Street R-O-W	10 ft
(g) Maximum Building Coverage	40%
(h) Maximum Floor Area Ratio	80%
(i) Maximum Height Primary Structure	3S/45 ft
(j) Off-Street Parking	Refer to article XI, Parking and Loading
(k) Signs	Refer to article XIV, Signs
(l) Landscape	Refer to <u>section 27.180</u>
(m) Minimum Building Separation	10 ft
(n) Accessory Buildings	Refer to article XII, Special Development Standards and Uses

Notes:

- (1) See article II for definitions of terms used for development standards.
- (2) Development standard applies to proposed subdivisions of land.
- (3) "Net area" means that area of a lot or parcel of land exclusive of: public alleys, highways or streets; proposed public facilities such as alleys, highways, streets or other necessary public sites when included within a proposed development project; or other public or private easements when the owner of the servient tenement does not have the right to use the entire surface of the land.
- (4) Refer to sections 27.161 through 27.164.
- (5) Refer to section 27.165, Minimum lot width.
- (6) Refer to section 27.169, Specialized front yard requirements.
- (7) Refer to section 27.170, Specialized side yard requirements.
- (8) Refer to section 27.171, Specialized rear yard adjoining an alley.
- (9) Except as otherwise provided in section 27.165.
- (10) Setback requirement same as for adjacent property to the rear of project site.

ft = feet; sf = square feet; S = story; R-O-W = right-of-way; n/a = development standard not applicable to zoning district

Secs. 27.113—27.119. - Reserved.