



**Brawley City Council &  
Successor Agency to Brawley  
Community Redevelopment Agency  
Regular Meeting Agenda  
July 15, 2025 at 5:30 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**

**CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: Wiest Field located at 1044 Magnolia Street, Brawley

Agency negotiator: Interim Parks Manager

Negotiating parties: Brawley Union High School District

Under negotiation: Potential License Agreement

**CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

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

**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 5:30 PM, July 15, 2025.

- a. Public Comments for Items not on the Agenda.
- b. Senior Transportation Planner Marlene Flores will present an overview of the IVT RIDE NOW service.
- c. Robert Amparano and Edgar Quinones, of the IV 9/11 Stair Climb Committee, will provide a presentation about the upcoming annual 9/11 Memorial Stair Climb event.

**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: July 1, 2025

(1 attachment)

- b. Approve Accounts Payable: June 14, 2025 to June 27, 2025.  
(2 attachments)
- c. Action to adopt amended Resolution 2025-19A  
(3 attachments)

## **5. CITY MANAGER REPORT**

## **6. REGULAR BUSINESS**

- a. Potential action to hold a public hearing to review and approve the closeout of CDBG Grant 21 -CDBG-PI-00029 Lions Center Pool Rehabilitation and CDBG Grant 21-CDBG-PI-00028 City of Brawley Lions Center Re-Roofing. Presented by John Tang, Interim Parks and Recreation Manager.  
(1 attachment)
- b. Potential Action to approve contract Amendment No. 5 for Citywide Tree Maintenance Services with West Coast Arborist for an additional year, not to exceed \$60,000.00, and authorize the City Manager to execute the amendment. Presented by John Tang, Interim Parks and Recreation Manager.  
(4 attachments)
- c. Potential Action to approve by Resolution for a budget amendment of a new Capital Improvement Project (CIP) aimed at resurfacing the Lions Center floors and completing the renovation of the Teen Center. Presented by John Tang, Interim Parks and Recreation Manager.  
(2 attachments)
- d. Potential Action to approve purchase of 10 new automated license plate readers from FLOCK and renewal of 16 existing cameras. Presented by Assistant Chief Blackstone.  
(3 attachments)
- e. Potential action to authorize the Interim City Manager to approve the purchase of surplus firearms by eligible Brawley Police Department officers, in accordance with applicable policies and procedures. Presented by Assistant Chief Blackstone.  
(4 attachments)
- f. Potential Action to approve by Resolution to accept funding from the California Highway Patrol, FY25/26 Cannabis Grant. Presented by Assistant Chief Blackstone  
(3 attachments)

- g. Potential Action to enter into a Sole-Source Agreement with Andrade Construction for Library Shelving and Carpentry Work. Presented by Petra Ortega, Library Manager.  
(3 attachments)
- h. Potential action to authorize the City Manager to sign lease agreement documents provided by PNC Bank. Presented by Fire Chief Mike York.  
(5 attachments)
- i. Potential action to authorize Contract Amendment No. 3 with The Holt Group, Inc. for continued on-call planning support and HCD HOME Grant administration, in an amount not to exceed \$45,000. Presented by Cristhian Barajas, Development Services Director.  
(4 attachments)
- j. Potential action to adopt City Resolution appointing two members to the Brawley Public Library Board of Trustees. Presented by Emmet Fried, Assistant to the City Manager.  
(4 attachments)

## **7. INFORMATIONAL REPORTS**

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

## **9. CITY ATTORNEY REPORT**

**ADJOURNMENT: *Regular Meeting September 02, 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

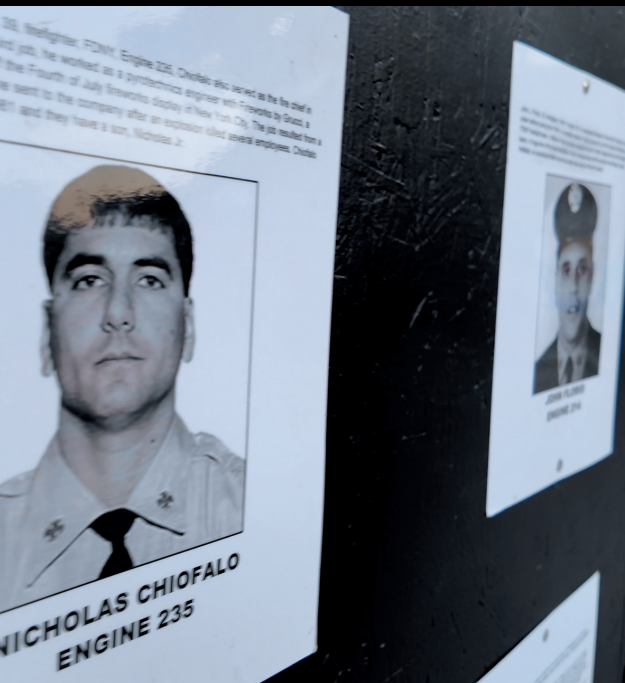




FILM NEGATIVE



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3c

IMPERIAL VALLEY, CA  
**9-11 MEMORIALS**  
*Stair Climb*  
 ★ 2025 ★


**Saturday, Sept. 6<sup>th</sup>, 2025**  
**Doors open at 6:00 PM**  
**IV Fairgrounds**

Join us in remembering those who  
 made the ultimate sacrifice on  
 September 11, 2001.

Each participant climbs or walks the  
 equivalent of the 110 stories of the  
 World Trade Center carrying the name  
 and photo of a fallen hero to  
 symbolically complete their climb.

Early Registration: \$25 (through August 22)  
 On-site registration: \$35

**Registration begins June 14th**

 [iv911.org](http://iv911.org)

September 6th, 2025

# 2025 SPONSORSHIP opportunities



Presented by  
IV 9/11 Stair Climb  
Committee







IMPERIAL VALLEY, CA  
9★11 MEMORIAS  
*Stair Climb*  
★ 2025 ★



*Dear Sponsor,*

Please allow this letter to introduce you to the Imperial Valley 9/11 Stair Climb Committee. The IV 9/11 Stair Climb Committee is a non-profit organization with members who represent the fire community, law enforcement community and the stakeholder communities within the Imperial Valley. Our priority is to ensure that the Imperial Valley remembers to honor and pay tribute to the heroes of 9/11.

The vision of the IV 9/11 Stair Climb Committee is to continue our partnership with the community in observance of an annual memorial event during the weekend of September 11. This memorial and stair climb event is a way for the Imperial Valley to come together and pay respect to the 343 firefighters, 60 law enforcement personnel and the 10 emergency medical personnel who selflessly gave their lives during the terrorist attacks in 2001.

In providing an event for observance each year for the entire Imperial Valley, the IV 9/11 Stair Climb Committee is seeking event sponsorships from your business/company for our memorial event on September 6, 2025. Your sponsorship will assist us in making our event as successful as possible. Sponsorship opportunities come in four different levels ranging from \$343, \$413, \$911, and \$2001 with each level receiving different degrees of recognition, advertisement, event memorabilia and sponsorship dinner invitations.

We are providing our Tax ID #88-1993562 for tax preparations if needed. Thank you in advance and we hope for your positive reply.

**Sincerely,**

**Robert Amparano**

*President*

IV 9/11 Stair Climb Committee



**SPONSORSHIP**

# **LE VE LS**



**Level 1: \$343**

**Public Recognition  
Day of Event**

**Marquee Ad &  
Sponsor Recognition**

**Website Sponsor  
Recognition**

**Company Logo on  
4x8 Banner**

**x2 Sponsor Dinner  
Invites**



## **Level 2: \$413**

## **Level 3: \$911**

## **Level 4: \$2001+**

**Public Recognition  
Day of Event**

**Public Recognition  
Day of Event**

**Public Recognition  
Day of Event**

**Marquee Ad &  
Sponsor Recognition**

**Marquee Ad &  
Sponsor Recognition**

**Marquee Ad &  
Sponsor Recognition**

**Website Sponsor  
Recognition**

**Website Sponsor  
Recognition**

**Website Sponsor  
Recognition**

**Company Logo on  
4x8 Banner**

**Company Logo on  
4x8 Banner**

**Company Logo on  
4x8 Banner**

**x2 Sponsor Dinner  
Invites**

**x4 Sponsor Dinner  
Invites**

**x8 Sponsor Dinner  
Invites**

**x2 Entries to Event**

**x4 Entries to Event**

**x8 Entries to Event**

**Option to Display  
Solo 4x8 Banner**

**Option to Display  
Solo 4x8 Banner**

**x8 IV 9/11 Stair  
Climb Hats**

## CONTACT US



iv911stairclimbcommittee@gmail.com



iv911committee



iv911.org

## SPONSORSHIP FORM

PLEASE TYPE OR PRINT CLEARLY

Company:

Contact Name:

Address:

E-mail:

Sponsorship Level/Amount:

Please return and mail checks payable to  
IV 9/11 Stair Climb Committee  
PO Box 31, Imperial, CA 92251



**CITY OF BRAWLEY**  
**July 1, 2025**

4a

The City Council of the City of Brawley, California, met in regular session at 6:00 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 6:00 p.m.**

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

**INVOCATION:** Reverend Michael T Foss – Brawley Assembly of God Church

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

**1. APPROVAL OF AGENDA**

The Agenda was approved. **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)

**2. CLOSED SESSION- None**

**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 July 1, 2025.

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

Eloy Martinez, Fire Captain, City of Brawley (Member Highlights)

Maria Peinado, concerned with abandoned and neglected property, 151 C Street.

Cristina Diaz, resident of 159 C Street, wanted to thank the Fire 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. Announcement – “Life 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.**

**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. Recognition by Captain Martinez, Brawley Fire Department: Captain Martinez will express this appreciation to the Brawley Fire Department team and Brawley Police Officers for their prompt and effective response to a recent critical incident.**

Brawley's first responders are honored for their life-saving efforts of Pasqual Aceves.

**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. Presentation by Imperial Valley Healthcare District CEO Chris Bjornberg, who will provide a presentation on the status of the hospital transfer.

**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 Galvan/Grass/5-0**

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 17 & June 23, 2025.
- b. **Approved** City Council Meeting Minutes: May 20, 2025.
- c. **Approved** Accounts Payable: May 31, 2025, to June 13, 2025.
- d. Ratification of Employment Contract for City Manager Rebecca Terrazas Baxter as presented.
- 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.

**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. Emmet Fried, Assistant to the City Manager – Update on Brawley Connect.

**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 approve a donation to the Brawley Sunstrokers Swim Team. Presented by: Emmet Fried, Assistant to the City Manager.

**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)

- 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.

Shawn Arvizu, Pastor of Christ Community Church in Brawley.

**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)

- b. Potential action for the City Council to cancel its regularly scheduled meetings for the month of August 2025. Presented by Jimmy Duran, Interim City Manager.

**m/s/c Rebollar/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 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.  
**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)
- 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.  
**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 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.  
**m/s/c Rebollar/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)
- f. Potential action to approve the purchase of a Dump Truck from Haaker Equipment Company, in an amount not to exceed \$123,563.93. Presented by: Rom Medina, Public Works Director  
**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)
- 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.  
**m/s/c Galvan/Rebollar/4-0 Kelley Abstain**  
**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)
- i. Discussion regarding scheduling of City Council workshop. Presented by: Mayor Rebollar.  
Set a date for the next meeting for September.  
**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)

## **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 8:41 p.m.

## City of Brawley

City Council

July 15, 2025

Agenda Item No. 4b



# STAFF REPORT

**To:** City Council  
**From:** Marcela Tapia, Assistant Finance Director  
**Prepared by:** Jesse Sanchez, Sr. Accounting Assistant  
**Subject:** Demand check registers processed from June 14, 2025 to June 27, 2025

### RECOMMENDATION:

Approve demand check registers processed from June 14, 2025 to June 27, 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	230	111	0.00	748,397.68
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	28	16	0.00	822,452.10
	<b>258</b>	<b>127</b>	<b>0.00</b>	<b>1,570,849.78</b>

Utility refunds included the following:

None.

### FISCAL IMPACT:

No additional fiscal impact to approve these reports.

### ALTERNATIVES:

None.

**ATTACHMENTS:**

1. Check Report by Check Number

**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 – 07/08/2025

Approved – 07/03/2025



City of Brawley

# 4b.1 Check Report

By Check Number  
Date Range: 06/14/2025 - 06/27/2025

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>						
02405	Brawley Analytical Inc.	06/19/2025	EFT	0.00	2,504.00	981
<a href="#">001094</a>	Invoice	06/17/2025	Water Testing/Labs 4/22/25	0.00	450.00	
<a href="#">001115</a>	Invoice	06/17/2025	Water Testing/Labs April 10, 16 & 30	0.00	1,574.50	
<a href="#">001205</a>	Invoice	06/17/2025	Water Testing/Labs 5/28/25 & 6/04/25	0.00	479.50	
02613	Entravision Communications Corporation	06/19/2025	EFT	0.00	994.00	982
<a href="#">764541-5</a>	Invoice	06/18/2025	Grant Outreach	0.00	494.00	
<a href="#">764560-5</a>	Invoice	06/18/2025	Outreach for Ocotillo Grant	0.00	500.00	
02547	Finch, Thornton & Baird, LLP	06/19/2025	EFT	0.00	7,950.00	983
<a href="#">208586</a>	Invoice	06/18/2025	Legal Services	0.00	3,267.50	
<a href="#">208785</a>	Invoice	06/18/2025	Legal Services	0.00	4,682.50	
02278	Grady Dexter Dutton	06/19/2025	EFT	0.00	1,757.50	984
<a href="#">25023</a>	Invoice	06/19/2025	Project Management Services_Rancho Los...	0.00	1,757.50	
02299	Infosend Inc.	06/19/2025	EFT	0.00	4,271.05	985
<a href="#">287579</a>	Invoice	06/18/2025	FY24-25 UB Mailing Services- Year 3	0.00	4,271.05	
02458	Jennette Company Inc.	06/19/2025	EFT	0.00	94,950.00	986
<a href="#">10-Final</a>	Invoice	06/18/2025	5% Retention Release/Final Completion	0.00	94,950.00	
00740	Haaker Equipment Co Inc	06/24/2025	EFT	0.00	668,663.10	987
<a href="#">M3A03R</a>	Invoice	06/04/2025	Vactor Truck Purchase	0.00	668,663.10	
02405	Brawley Analytical Inc.	06/26/2025	EFT	0.00	2,299.50	988
<a href="#">001184</a>	Invoice	06/23/2025	Water Testing/Labs 5/27/25	0.00	450.00	
<a href="#">001203</a>	Invoice	06/24/2025	Water Testing/Labs 6/3/25	0.00	450.00	
<a href="#">001220</a>	Invoice	06/24/2025	Water Testing/Labs 6/10/25	0.00	450.00	
<a href="#">001227</a>	Invoice	06/24/2025	Water Testing/Labs 6/4/25 & 6/12/25	0.00	949.50	
00248	Brenntag Pacific, Inc.	06/26/2025	EFT	0.00	6,775.74	989
<a href="#">BPI520969</a>	Invoice	06/25/2025	OPEN PO FOR CHEMICALS FY 24-25	0.00	6,775.74	
00430	D Taussig & Associates Inc	06/26/2025	EFT	0.00	5,808.00	990
<a href="#">2505060</a>	Invoice	06/25/2025	CFD Consulting Services FY24-25	0.00	1,995.50	
<a href="#">2505063</a>	Invoice	06/24/2025	CFD Consulting Services FY24-25	0.00	678.00	
<a href="#">2505064</a>	Invoice	06/25/2025	CFD Consulting Services FY24-25	0.00	618.00	
<a href="#">2505065</a>	Invoice	06/25/2025	CFD Consulting Services FY24-25	0.00	705.40	
<a href="#">2505077</a>	Invoice	06/25/2025	CFD Consulting Services FY24-25	0.00	620.50	
<a href="#">2505078</a>	Invoice	06/25/2025	CFD Consulting Services FY24-25	0.00	1,190.60	
00530	E&M Electric & Machinery Inc	06/26/2025	EFT	0.00	6,320.00	991
<a href="#">459182</a>	Invoice	06/25/2025	AVEVA SELECT SOFTWARE-WONDERWARE	0.00	6,320.00	
02550	Kids Included Together	06/26/2025	EFT	0.00	2,600.00	992
<a href="#">CONTRACT-315</a>	Invoice	06/25/2025	2025 Online Summer Camp Training/Virtu...	0.00	2,600.00	
01044	Lee & Ro Inc	06/26/2025	EFT	0.00	3,637.00	993
<a href="#">1228-08/01</a>	Invoice	06/25/2025	ANNUAL WATER SHORTAGE ASSESSMENT...	0.00	3,637.00	
01235	MuniServices LLC	06/26/2025	EFT	0.00	3,750.00	994
<a href="#">INV06-021127</a>	Invoice	06/25/2025	UUT Compliance and Oversight	0.00	3,750.00	
01347	Polydyne Inc	06/26/2025	EFT	0.00	10,066.01	995
<a href="#">1936363</a>	Invoice	06/25/2025	Clarifloc WE-1474	0.00	10,066.01	
00145	Vestis Group, Inc.	06/26/2025	EFT	0.00	106.20	996

## Check Report

Date Range: 06/14/2025 - 06/27/2025

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="#">5220530699</a>	Invoice	06/25/2025	Mat/Dust Mop	0.00	106.20	
02713	Carlos Alberto Espinoza Castro	06/17/2025	Regular	0.00	325.00	306388
<a href="#">6-25Softball</a>	Invoice	06/16/2025	Girls Softball 2025/Umpire/June 7	0.00	325.00	
02468	Eric Franklin	06/17/2025	Regular	0.00	325.00	306389
<a href="#">6-25Softball</a>	Invoice	06/16/2025	Girls Softball 2025/Umpire/June 7	0.00	325.00	
00240	Brawley Public Safety Employee	06/17/2025	Regular	0.00	1,800.00	306390
<a href="#">INV0006138</a>	Invoice	06/13/2025	Union Dues	0.00	50.00	
<a href="#">INV0006156</a>	Invoice	06/13/2025	Union Dues	0.00	1,750.00	
00287	California State Disbursement	06/17/2025	Regular	0.00	1,274.75	306391
<a href="#">INV0006126</a>	Invoice	06/13/2025	Child Support Deductions	0.00	863.06	
<a href="#">INV0006148</a>	Invoice	06/13/2025	Child Support Deductions	0.00	411.69	
00799	Imperial County Sheriff Civil Division	06/17/2025	Regular	0.00	50.00	306392
<a href="#">INV0006127</a>	Invoice	06/13/2025	Earnings Withholdings	0.00	50.00	
01717	United Way of Imperial County	06/17/2025	Regular	0.00	5.00	306393
<a href="#">INV0006136</a>	Invoice	06/13/2025	United Way Deductions	0.00	5.00	
00002	360 Business Products	06/19/2025	Regular	0.00	88.27	306395
<a href="#">OE-68388-1</a>	Invoice	06/17/2025	Letter Report Covers	0.00	69.30	
<a href="#">WO-47245-2</a>	Invoice	06/16/2025	Markers	0.00	18.97	
00009	AA Electric	06/19/2025	Regular	0.00	16,085.87	306396
<a href="#">2522</a>	Invoice	06/18/2025	Field Light repair at Guadalupe Park	0.00	7,047.22	
<a href="#">2555</a>	Invoice	06/18/2025	Installation of stage lighting-Lions Center	0.00	9,038.65	
00028	AE Consulting, Inc.	06/19/2025	Regular	0.00	15,000.00	306397
<a href="#">09513</a>	Invoice	06/18/2025	Design engineering services for Runway 8/...	0.00	15,000.00	
00040	Airwave Communications Ent Inc	06/19/2025	Regular	0.00	31,285.47	306398
<a href="#">450742</a>	Invoice	06/18/2025	AIRWAVE COMM QT 8458	0.00	23,781.64	
<a href="#">450748</a>	Invoice	06/18/2025	Purchase and setup of portable radios	0.00	4,163.74	
<a href="#">450749</a>	Invoice	06/18/2025	Purchase and setup of portable radios	0.00	3,340.09	
00075	Allied Waste Services #467	06/19/2025	Regular	0.00	22,461.28	306399
<a href="#">0467-001748435</a>	Invoice	06/17/2025	Street Sweeping Services/May 2025	0.00	22,461.28	
00084	Alsco American Linen Div Steiner Corp	06/19/2025	Regular	0.00	150.63	306400
<a href="#">LYUM1884529</a>	Invoice	06/16/2025	Cleaning Srvcs/Supplies/Planning Dept	0.00	72.20	
<a href="#">LYUM1884530</a>	Invoice	06/16/2025	Cleaning Srvcs/Supplies/Admin	0.00	41.07	
<a href="#">LYUM1890267</a>	Invoice	06/17/2025	Cleaning Srvcs/Supplies/City Hall	0.00	37.36	
02703	American Asphalt South, Inc.	06/19/2025	Regular	0.00	206,454.00	306401
<a href="#">1</a>	Invoice	06/18/2025	Street Maintenance Improvements	0.00	206,454.00	
00184	Babcock Laboratories Inc	06/19/2025	Regular	0.00	1,879.98	306402
<a href="#">CC50807-10480</a>	Invoice	06/17/2025	Water Testing/Labs	0.00	1,879.98	
00213	Big State Industrial Supply Inc	06/19/2025	Regular	0.00	464.77	306403
<a href="#">1599827</a>	Invoice	06/18/2025	Fist Aid Kit/Ear Plugs/Gloves	0.00	464.77	
00228	Brawley Ace Hardware	06/19/2025	Regular	0.00	705.47	306404
<a href="#">A80896/2</a>	Invoice	06/18/2025	Paint color sample/Brush/Broom	0.00	67.37	
<a href="#">A80898/2</a>	Invoice	06/18/2025	Plant Support/Steel Vegetables Cage	0.00	26.72	
<a href="#">A81403/2</a>	Invoice	06/18/2025	Wheel/Bag Frezzer/Paint Disc/Battery/Var...	0.00	241.14	
<a href="#">A82059/2</a>	Invoice	06/16/2025	Pedestal Fan/Battery Pack	0.00	277.29	
<a href="#">A82081/2</a>	Invoice	06/16/2025	Hose Coupling/Adapter/Couple/Hat/Tee/P...	0.00	27.74	
<a href="#">A83462/2</a>	Invoice	06/16/2025	Extension Pole	0.00	48.93	
<a href="#">A86730/2</a>	Invoice	06/17/2025	Key Duplicate	0.00	16.28	
02668	Brawley Tire Shop	06/19/2025	Regular	0.00	375.00	306405

## Check Report

Date Range: 06/14/2025 - 06/27/2025

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="#">41731</a>	Invoice	06/16/2025	Tire Repair/Back Hoe	0.00	205.00	
<a href="#">41819</a>	Invoice	06/16/2025	Tire Repair/Tube/Dept Yard	0.00	170.00	
01918	California Peace Officers' Association	06/19/2025	Regular	0.00	175.00	306406
<a href="#">434610</a>	Invoice	06/17/2025	Peace Officer Membership/Jimmy Duran	0.00	175.00	
00295	Campeños Unidos	06/19/2025	Regular	0.00	100.00	306407
<a href="#">6-25Refund</a>	Invoice	06/18/2025	Facility Requested/Refund/Pulic Hearing/6...	0.00	100.00	
01897	Claris International Inc	06/19/2025	Regular	0.00	1,155.00	306408
<a href="#">5893327</a>	Invoice	06/16/2025	File Maker Pro/2 Year Maint Agreement	0.00	1,155.00	
00380	CMS Communications, Inc	06/19/2025	Regular	0.00	424.51	306409
<a href="#">2501173-IN</a>	Invoice	06/17/2025	Network Switch Port	0.00	424.51	
00392	Core & Main LP	06/19/2025	Regular	0.00	4,610.46	306410
<a href="#">X055957</a>	Invoice	06/16/2025	Plumbing Supplies	0.00	4,610.46	
02320	Diana Murillo	06/19/2025	Regular	0.00	100.00	306411
<a href="#">6-25Refund</a>	Invoice	06/18/2025	Facility Requested/Refund/Birthday Party...	0.00	100.00	
00531	EA Electric	06/19/2025	Regular	0.00	5,635.00	306412
<a href="#">INV285</a>	Invoice	06/18/2025	Programming of Malan RTU/Replace press...	0.00	4,465.00	
<a href="#">INV288</a>	Invoice	06/18/2025	Main Blower Controls Upgrade	0.00	1,170.00	
02301	Fon Jon Pet Care	06/19/2025	Regular	0.00	189.60	306413
<a href="#">FD-051925</a>	Invoice	06/16/2025	K-9 Dog Food/PD	0.00	189.60	
00720	GovConnection Inc	06/19/2025	Regular	0.00	7,197.69	306414
<a href="#">76478215</a>	Invoice	06/16/2025	LCD Monitor	0.00	128.61	
<a href="#">76482583</a>	Invoice	06/16/2025	CPU Core i7	0.00	3,132.98	
<a href="#">76482602</a>	Invoice	06/16/2025	LCD Curved Monitor	0.00	1,670.20	
<a href="#">76487720</a>	Invoice	06/16/2025	LCD Monitor	0.00	844.00	
<a href="#">76501809</a>	Invoice	06/16/2025	LCD Monitor	0.00	301.40	
<a href="#">76507446</a>	Invoice	06/18/2025	Webcam	0.00	637.10	
<a href="#">76512691</a>	Invoice	06/18/2025	Ipad Keyboards	0.00	483.40	
00741	Hach Company Inc	06/19/2025	Regular	0.00	3,302.32	306415
<a href="#">14465923</a>	Invoice	06/18/2025	USB Power Module/Portable Turbidimeter...	0.00	3,302.32	
00759	Hinderliter, De Llamas & Associates	06/19/2025	Regular	0.00	9,300.74	306416
<a href="#">SIN047338</a>	Invoice	06/18/2025	Contract Sales Tax and Audit Recovery Fee..	0.00	9,300.74	
00763	Home Grown Apparel	06/19/2025	Regular	0.00	195.35	306417
<a href="#">46038</a>	Invoice	06/18/2025	Pants/Belt/Polo Shirt/Patch	0.00	195.35	
00791	Imperial Co Transportation Commission	06/19/2025	Regular	0.00	3,332.31	306418
<a href="#">25-28</a>	Invoice	06/17/2025	4th Qtr Distribution Cost/Membership Fee...	0.00	3,332.31	
02614	Imperial Flying Service, Inc.	06/19/2025	Regular	0.00	2,200.00	306419
<a href="#">06.01.2025</a>	Invoice	06/18/2025	Airport Manager and Fixed Base Operator	0.00	2,200.00	
02722	Imperial Valley ARC	06/19/2025	Regular	0.00	100.00	306420
<a href="#">5-25Refund</a>	Invoice	06/18/2025	Facility Requested/Refund/Work Event/5/...	0.00	100.00	
00861	Jade Security Systems Inc	06/19/2025	Regular	0.00	34.99	306421
<a href="#">0224142</a>	Invoice	06/17/2025	Electronic Monitor Security System/Finan...	0.00	34.99	
00995	Kaz-Bros Design Shop	06/19/2025	Regular	0.00	5,568.00	306422
<a href="#">12359</a>	Invoice	06/18/2025	Jerseys for MLS Go Soccer	0.00	5,568.00	
01012	Knorr Systems Inc	06/19/2025	Regular	0.00	11,023.16	306423
<a href="#">269925</a>	Invoice	06/18/2025	System components for Alyce Gereaux Spl...	0.00	5,434.52	
<a href="#">270612</a>	Invoice	06/18/2025	UV light filters, A. G. Park Splash Pad	0.00	5,588.64	
01025	LaBrucherie Irrigation Supp LLC	06/19/2025	Regular	0.00	864.83	306424



## Check Report

Date Range: 06/14/2025 - 06/27/2025

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="#">OM47842</a>	Invoice	06/18/2025	Nipple/InsertLF/Ell/Hose Adapter/Teflon T...	0.00	237.22	
<a href="#">OM47883</a>	Invoice	06/18/2025	Battery/Nipple	0.00	31.92	
<a href="#">OM47891</a>	Invoice	06/18/2025	Pop-Up Rotor w/Valve	0.00	548.62	
<a href="#">OM47895</a>	Invoice	06/18/2025	Nozzle/Adj Spray 2 Pop-Up/Coupling	0.00	41.71	
<a href="#">OM47896</a>	Invoice	06/18/2025	Ell/Tee	0.00	5.36	
02171	Leslie Castaneda	06/19/2025	Regular	0.00	149.16	306425
<a href="#">6-25Reimburse</a>	Invoice	06/18/2025	Jeans for Work/Order#DT0112919576/L. ...	0.00	149.16	
01096	Mallory Safety & Supply LLC	06/19/2025	Regular	0.00	181.57	306426
<a href="#">6132149</a>	Invoice	06/16/2025	T-Shirt Rags/Safety Vest	0.00	60.41	
<a href="#">6172006</a>	Invoice	06/16/2025	Disposable Gloves/Cleaning Towels	0.00	121.16	
02720	Margarita Lora	06/19/2025	Regular	0.00	100.00	306427
<a href="#">6-25Refund</a>	Invoice	06/18/2025	Facility Requested/Refund/Celeb. of Life/6...	0.00	100.00	
02723	Maria Lockas	06/19/2025	Regular	0.00	100.00	306428
<a href="#">6-25Refund</a>	Invoice	06/18/2025	Facility Requested/Ref./IVC Outreach & R...	0.00	100.00	
02714	Maria Maldonado	06/19/2025	Regular	0.00	70.00	306429
<a href="#">5-25Refund</a>	Invoice	06/18/2025	Facility Requested/Refund/BabyShower/5...	0.00	70.00	
02721	Pablo Mendez	06/19/2025	Regular	0.00	81.84	306430
<a href="#">5-25Reimburse</a>	Invoice	06/18/2025	WDO Certification/P.Mendez	0.00	81.84	
01373	Quadient Finance USA Inc	06/19/2025	Regular	0.00	500.00	306431
<a href="#">5-25Postage</a>	Invoice	06/17/2025	Citi Hall Postage	0.00	500.00	
01386	Radco, Inc	06/19/2025	Regular	0.00	72,101.51	306432
<a href="#">2</a>	Invoice	06/18/2025	Installation of Backflows with the COB	0.00	72,101.51	
02693	RCX Sports, LLC	06/19/2025	Regular	0.00	2,036.18	306433
<a href="#">3000002644</a>	Invoice	06/17/2025	MLS GO League Store/Jersey	0.00	324.97	
<a href="#">3000002647</a>	Invoice	06/17/2025	MLS GO League Store/Jersey	0.00	324.97	
<a href="#">3000002650</a>	Invoice	06/17/2025	MLS GO League Store/Shorts/Jersey/Socce...	0.00	288.01	
<a href="#">3000002653</a>	Invoice	06/17/2025	MLS GO League Store/Jersey/Soccer Ball	0.00	314.11	
<a href="#">3000002659</a>	Invoice	06/17/2025	MLS GO League Store/Jersey	0.00	324.98	
<a href="#">3000002662</a>	Invoice	06/17/2025	MLS GO League Store/Jersey/Uniform Kit/...	0.00	366.33	
<a href="#">3000002668</a>	Invoice	06/17/2025	MLS GO League Store/Jersey	0.00	92.81	
01417	RDO Equipment Co	06/19/2025	Regular	0.00	962.05	306434
<a href="#">P7947843</a>	Invoice	06/16/2025	Screw/Lock Nut/Axle/Wheel/Bolt/Mulch K...	0.00	753.24	
<a href="#">P7947943</a>	Invoice	06/18/2025	Maintenance Kit/Mower #88	0.00	57.90	
<a href="#">P7948043</a>	Invoice	06/16/2025	V-Belt/Kit/Gator 63	0.00	150.91	
01596	Southern California Gas Co	06/19/2025	Regular	0.00	168.90	306435
<a href="#">12-24GasFD#1</a>	Invoice	06/17/2025	Natural Gas Consumption/11/07/24 - 12/...	0.00	33.19	
<a href="#">2-25GasFD#1</a>	Invoice	06/17/2025	Natural Gas Consumption/1/9/25 - 2/7/25	0.00	81.41	
<a href="#">3-25GasFD#1</a>	Invoice	06/17/2025	Natural Gas Consumption/2/7/25 - 3/11/25	0.00	54.30	
01915	Spears Shaved Ice	06/19/2025	Regular	0.00	962.89	306436
<a href="#">330920</a>	Invoice	06/17/2025	Shaved Ice/Movie Night	0.00	502.89	
<a href="#">330921</a>	Invoice	06/17/2025	Shaved Ice/Girls Softball Closing Ceremony	0.00	460.00	
02413	Sylvia Vizcarra	06/19/2025	Regular	0.00	136.26	306437
<a href="#">6-25Reimburse2</a>	Invoice	06/18/2025	Snacks/Trainings/June 12 & 16	0.00	136.26	
01709	Underground Service Alert of Southern CA	06/19/2025	Regular	0.00	143.59	306438
<a href="#">24-253801</a>	Invoice	06/18/2025	Cal State Fee For Regulatory Cost	0.00	41.09	
<a href="#">520250086</a>	Invoice	06/18/2025	New Ticket Charges/Monthly Database Ma..	0.00	102.50	
01761	Vortex Industries Inc	06/19/2025	Regular	0.00	6,179.03	306439
<a href="#">05-2045215</a>	Invoice	06/18/2025	Facility Repair	0.00	6,179.03	
01768	Wal-Mart Stores Inc #01-1555	06/19/2025	Regular	0.00	72.77	306440



## Check Report

Date Range: 06/14/2025 - 06/27/2025

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="#">3502 0552 9455 ...</a>	Invoice	06/17/2025	Pail/Table Covers/Snacks/Hydration Liquid...	0.00	50.28	
<a href="#">7488 8822 7092 ...</a>	Invoice	06/17/2025	Cups/Zip Bags	0.00	22.49	
01950	West Coast Arborist Inc	06/19/2025	Regular	0.00	13,423.60	306441
<a href="#">1-10977</a>	Invoice	06/18/2025	WATER PLANT TREES REMOVAL/CLEANUP	0.00	2,925.00	
<a href="#">1-10978</a>	Invoice	06/18/2025	WATER PLANT TREES REMOVAL/CLEANUP	0.00	3,900.00	
<a href="#">229100</a>	Invoice	06/18/2025	Arborist and Tree maintenance services	0.00	6,598.60	
01793	William S Smerdon	06/19/2025	Regular	0.00	5,955.00	306442
<a href="#">2748</a>	Invoice	06/18/2025	Attorney Services/April 2025 & 3/06/25	0.00	5,955.00	
00002	360 Business Products	06/27/2025	Regular	0.00	12,201.85	306444
<a href="#">OE-QT-34546-1</a>	Invoice	06/25/2025	Order OE-QT-34546	0.00	12,106.84	
<a href="#">WO-47356-1</a>	Invoice	06/24/2025	Pens/Ruler/Pencil	0.00	95.01	
00084	Alsco American Linen Div Steiner Corp	06/27/2025	Regular	0.00	65.44	306445
<a href="#">LYUM1884549</a>	Invoice	06/24/2025	Cleaning Srvcs/Supplies/WTP	0.00	65.44	
00127	Animal Care Equipment & Svcs	06/27/2025	Regular	0.00	1,048.92	306446
<a href="#">133240</a>	Invoice	06/24/2025	Bird Net/Ketch-All Pole/Snake Tong	0.00	1,048.92	
00168	AT&T CalNet	06/27/2025	Regular	0.00	1,953.76	306447
<a href="#">5-25ATTCalnet</a>	Invoice	06/20/2025	Telephone Services/Various Depts/4/20/2...	0.00	1,953.76	
00176	Auto Zone Inc #2804	06/27/2025	Regular	0.00	164.69	306448
<a href="#">02804274860</a>	Invoice	06/24/2025	Battery	0.00	164.69	
00184	Babcock Laboratories Inc	06/27/2025	Regular	0.00	103.93	306449
<a href="#">CE51506-2441</a>	Invoice	06/23/2025	Water Testing/Labs	0.00	59.43	
<a href="#">SINV113351</a>	Invoice	06/23/2025	Finance Charge/Invoice CC50807	0.00	44.50	
00184	Babcock Laboratories Inc	06/27/2025	Regular	0.00	1,794.52	306450
<a href="#">CF50552-10480</a>	Invoice	06/24/2025	Water Testing/Labs	0.00	1,794.52	
00213	Big State Industrial Supply Inc	06/27/2025	Regular	0.00	286.99	306451
<a href="#">1597231</a>	Invoice	06/24/2025	PVC Dipped Gloves	0.00	286.99	
00228	Brawley Ace Hardware	06/27/2025	Regular	0.00	1,473.38	306452
<a href="#">A81805/2</a>	Invoice	06/25/2025	Masking Paper/Paint/Tape	0.00	146.99	
<a href="#">A81944/2</a>	Invoice	06/25/2025	Key Duplicate	0.00	3.90	
<a href="#">A82214/2</a>	Invoice	06/25/2025	Saw Blade	0.00	26.09	
<a href="#">A83704/2</a>	Invoice	06/25/2025	Chain Loop/Bar for Stihl	0.00	98.28	
<a href="#">A83721/2</a>	Invoice	06/24/2025	Lithium Battery/Protection Sleeves/Brush...	0.00	271.84	
<a href="#">A84107/2</a>	Invoice	06/25/2025	Key Rings/Key Duplicate	0.00	46.84	
<a href="#">A84248/2</a>	Invoice	06/25/2025	Masking Paper/Paint Brush	0.00	37.42	
<a href="#">A84721/2</a>	Invoice	06/24/2025	Dust Pan/Grease Gun/Cloth/Mophead/Ha...	0.00	371.07	
<a href="#">A85061/2</a>	Invoice	06/24/2025	Pickup tool/Tape/Superglue/Anchor Tool/...	0.00	110.57	
<a href="#">A85144/2</a>	Invoice	06/24/2025	Liquid Nails/Screws/Drywall/Insulation	0.00	167.84	
<a href="#">A85247/2</a>	Invoice	06/24/2025	Adhesive	0.00	20.19	
<a href="#">A85316/2</a>	Invoice	06/24/2025	Key Duplicate/Padlock/Entry Door Knob	0.00	112.62	
<a href="#">A85527/2</a>	Invoice	06/24/2025	Adhesive	0.00	4.76	
<a href="#">A85599/2</a>	Invoice	06/25/2025	Couple/Repair Coupling	0.00	26.73	
<a href="#">A85636/2</a>	Invoice	06/24/2025	Compression Hose/P-Trap	0.00	28.24	
02668	Brawley Tire Shop	06/27/2025	Regular	0.00	312.77	306453
<a href="#">41896</a>	Invoice	06/24/2025	Tire Service/Public Works	0.00	312.77	
00245	Brax Company, Inc	06/27/2025	Regular	0.00	57,166.50	306454
<a href="#">49889</a>	Invoice	06/26/2025	WTP Blowers for the backwash filtration u...	0.00	57,166.50	
00259	BSN Sports LLC	06/27/2025	Regular	0.00	2,157.54	306455
<a href="#">929729177</a>	Invoice	06/25/2025	Corner Flags Set/Soccer Net	0.00	2,157.54	
00278	California Diesel Compliance Inc	06/27/2025	Regular	0.00	625.00	306456

## Check Report

Date Range: 06/14/2025 - 06/27/2025

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="#">25-0434</a>	Invoice	06/23/2025	Clean Truck Testing/PSIP	0.00	625.00	
00299	Canon Financial Services Inc	06/27/2025	Regular	0.00	206.28	306457
<a href="#">37628056</a>	Invoice	06/24/2025	Main Overage Dec & Contract Charge Jan...	0.00	90.65	
<a href="#">39162944</a>	Invoice	06/24/2025	Copier Usage/Contract Charge/WWTP/Ma...	0.00	115.63	
00300	Canon Solutions America	06/27/2025	Regular	0.00	247.43	306458
<a href="#">4040960676</a>	Invoice	06/23/2025	Maintenance Equipment Usage/June 2025	0.00	247.43	
00321	Cavanaugh & Associates P A	06/27/2025	Regular	0.00	3,000.00	306459
<a href="#">WE.19.051-7</a>	Invoice	06/24/2025	2024 AWWA Water Audit Level 1 Validati...	0.00	3,000.00	
00392	Core & Main LP	06/27/2025	Regular	0.00	145.86	306460
<a href="#">X105931</a>	Invoice	06/23/2025	Bolt & Nut/Gasket	0.00	145.86	
02730	Cristhian Barajas	06/27/2025	Regular	0.00	715.00	306461
<a href="#">139411</a>	Invoice	06/25/2025	ASLA Membership Dues/C.Barajas	0.00	540.00	
<a href="#">6-25Reimburse</a>	Invoice	06/25/2025	AEP Membership Dues/C.Barajas	0.00	175.00	
00486	Department of Transportation	06/27/2025	Regular	0.00	16,551.81	306462
<a href="#">SL250858</a>	Invoice	06/24/2025	Signals & Lighting Billing/Jan 2025 - March...	0.00	16,551.81	
00569	Empire Southwest LLC	06/27/2025	Regular	0.00	1,761.88	306463
<a href="#">EPWK0635328</a>	Invoice	06/23/2025	Trouble Shoot Alarm/Transfer Switch	0.00	990.00	
<a href="#">EPWK0660252</a>	Invoice	06/23/2025	Service Repair/Coolant Level Alarm	0.00	771.88	
00626	Farmers Land Leveling, Inc	06/27/2025	Regular	0.00	1,026.20	306464
<a href="#">240448</a>	Invoice	06/23/2025	Sand Delivery/Road Patching	0.00	1,026.20	
00629	Federal Express Corp	06/27/2025	Regular	0.00	153.94	306465
<a href="#">8-855-82133</a>	Invoice	06/24/2025	Postage	0.00	61.61	
<a href="#">8-885-39712</a>	Invoice	06/25/2025	Postage	0.00	72.61	
<a href="#">8-892-59315</a>	Invoice	06/24/2025	Postage	0.00	16.13	
<a href="#">9-696-45969</a>	Invoice	06/25/2025	Postage	0.00	3.59	
02728	Flora Michele Anaya	06/27/2025	Regular	0.00	560.00	306466
<a href="#">5-25Soccer</a>	Invoice	06/24/2025	Brawley Youth Soccer2025/Score/May 27,...	0.00	160.00	
<a href="#">6-25Soccer</a>	Invoice	06/24/2025	Brawley Youth Soccer 2025/Scorekeeper/J...	0.00	80.00	
<a href="#">6-25Soccer2</a>	Invoice	06/25/2025	Brawley Youth Soccer2025/Scorekeep/Jun...	0.00	160.00	
<a href="#">6-25Soccer3</a>	Invoice	06/25/2025	Brawley Youth Soccer 2025/Score/June9,1...	0.00	160.00	
02712	G-Code Tactical Holsters	06/27/2025	Regular	0.00	2,629.43	306467
<a href="#">000068</a>	Invoice	06/23/2025	Assaulter's System Belt/Carrier	0.00	2,629.43	
00714	Gold Coast Environmental	06/27/2025	Regular	0.00	6,190.79	306468
<a href="#">14662</a>	Invoice	06/25/2025	FLOW METER AND INSTALLATION	0.00	3,812.04	
<a href="#">14666</a>	Invoice	06/25/2025	FLOW METER AND INSTALLATION	0.00	2,378.75	
00805	Imperial Irrigation District	06/27/2025	Regular	0.00	25,462.36	306469
<a href="#">5-25CanalWtrMa...</a>	Invoice	06/20/2025	Canal Water/Mansfield/May 2025	0.00	14,026.00	
<a href="#">5-25CanalWtrOKY</a>	Invoice	06/20/2025	Canal Water/OKY 100-001/May 2025	0.00	222.00	
<a href="#">5-25IIDStreetLigh...</a>	Invoice	06/20/2025	StreetLights/5/8/25 - 6/9/25	0.00	11,214.36	
00805	Imperial Irrigation District	06/27/2025	Regular	0.00	109,070.10	306470
<a href="#">5-25IIDBestRoad</a>	Invoice	06/20/2025	Power Bill/Various Depts	0.00	109,070.10	
00807	Imperial Landfill Inc	06/27/2025	Regular	0.00	71.46	306471
<a href="#">4136-000022409</a>	Invoice	06/25/2025	Animal Control Disposal	0.00	71.46	
00823	Imperial Valley Press	06/27/2025	Regular	0.00	207.65	306472
<a href="#">5-25Subscription2</a>	Invoice	06/24/2025	1 Year Subscription to IV Press/Acct 232504	0.00	207.65	
02056	John Tang	06/27/2025	Regular	0.00	3,311.44	306473
<a href="#">6-25Reimburse</a>	Invoice	06/24/2025	Refrigerator/Top Freezer/Microwave/Evap...	0.00	3,311.44	
00995	Kaz-Bros Design Shop	06/27/2025	Regular	0.00	833.00	306474

## Check Report

Date Range: 06/14/2025 - 06/27/2025

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="#">12500</a>	Invoice	06/25/2025	T-Shirts/Summer Day Camp/Design	0.00	833.00	
00979	K-C Welding Rentals Inc	06/27/2025	Regular	0.00	947.15	306475
<a href="#">51987</a>	Invoice	06/25/2025	Hedgetrimmer	0.00	685.11	
<a href="#">51994</a>	Invoice	06/23/2025	Safety Boots/T.Rogers	0.00	163.11	
<a href="#">52000</a>	Invoice	06/23/2025	Chain Loop/Links/Oil	0.00	98.93	
01025	LaBrucherie Irrigation Supp LLC	06/27/2025	Regular	0.00	6,859.57	306476
<a href="#">OM47915</a>	Invoice	06/25/2025	Coupling/Ell/Glue/PVC Pipe	0.00	58.29	
<a href="#">OM47937</a>	Invoice	06/25/2025	Valve/Bray Lever/Gasket/Bolt/Washer/Nut	0.00	1,948.79	
<a href="#">OM47939</a>	Invoice	06/25/2025	Valve/Latching Solenoid/Valve Controller	0.00	4,670.99	
<a href="#">OM47959</a>	Invoice	06/25/2025	Vac Solenoid for Irritol valves	0.00	22.48	
<a href="#">OM47992</a>	Invoice	06/25/2025	Garden Hose	0.00	91.09	
<a href="#">OM47993</a>	Invoice	06/25/2025	Compression Hose/supply line	0.00	18.36	
<a href="#">OM48012</a>	Invoice	06/25/2025	Gatorade Mix Pack	0.00	49.57	
02609	Lucca Aguilera	06/27/2025	Regular	0.00	220.00	306477
<a href="#">5-25Soccer</a>	Invoice	06/25/2025	Brawley Youth Soccer 2025/Scorekeeper/...	0.00	120.00	
<a href="#">5-25Soccer2</a>	Invoice	06/24/2025	Brawley Youth Soccer 2025/Scorekeeper/...	0.00	40.00	
<a href="#">6-25Soccer</a>	Invoice	06/24/2025	Brawley Youth Soccer 2025/Scorekeeper/J...	0.00	20.00	
<a href="#">6-25Soccer2</a>	Invoice	06/25/2025	Brawley Youth Soccer 2025/Scorekeeper/J...	0.00	40.00	
01153	Mark Dowden Welding	06/27/2025	Regular	0.00	3,613.08	306478
<a href="#">26985</a>	Invoice	06/23/2025	Expanded Metal/Cutting Layout	0.00	52.63	
<a href="#">26998</a>	Invoice	06/23/2025	New Water Tank	0.00	3,560.45	
01183	McNeece Bros Oil Company	06/27/2025	Regular	0.00	413.54	306479
<a href="#">361264</a>	Invoice	06/23/2025	Industrial Gear Oil	0.00	316.49	
<a href="#">362531</a>	Invoice	06/23/2025	Diesel Fuel/Generator	0.00	97.05	
02717	Melissa Ortega	06/27/2025	Regular	0.00	380.00	306480
<a href="#">5-25Soccer</a>	Invoice	06/24/2025	Brawley Youth Soccer 2025/Scorekeeper/...	0.00	100.00	
<a href="#">5-25Soccer2</a>	Invoice	06/24/2025	Brawley Youth Soccer 2025/Scorekeeper/...	0.00	100.00	
<a href="#">6-25Soccer</a>	Invoice	06/24/2025	Brawley Youth Soccer 2025/Scorekeeper/J...	0.00	40.00	
<a href="#">6-25Soccer2</a>	Invoice	06/24/2025	Brawley Youth Soccer 2025/Scorekeeper/J...	0.00	80.00	
<a href="#">6-25Soccer3</a>	Invoice	06/25/2025	Brawley Youth Soccer 2025/Scorekeeper/J...	0.00	60.00	
01232	MSC Industrial Supply Co., Inc.	06/27/2025	Regular	0.00	55.04	306481
<a href="#">25641530</a>	Invoice	06/23/2025	Battery Radio	0.00	55.04	
01289	OK Rubber Tires	06/27/2025	Regular	0.00	43.46	306482
<a href="#">107912</a>	Invoice	06/25/2025	Tire Repair/Lawn Mower	0.00	43.46	
01282	O'Reilly Auto Parts	06/27/2025	Regular	0.00	17.22	306483
<a href="#">2648-156576</a>	Invoice	06/24/2025	Cabin Filter/Truck 1010/2022 Ford F-250	0.00	17.22	
01313	Padre USA	06/27/2025	Regular	0.00	117.66	306484
<a href="#">16031032</a>	Invoice	06/23/2025	Janitorial Supplies	0.00	117.66	
02732	Pane & Panels Pro Cleaning LLC	06/27/2025	Regular	0.00	546.00	306485
<a href="#">05.21.2025</a>	Invoice	06/26/2025	Commercial Window Cleaning/Exterior	0.00	546.00	
02437	Print & Promotional Solutions Inc.	06/27/2025	Regular	0.00	316.67	306486
<a href="#">BH49005105A</a>	Invoice	06/25/2025	Business Cards/Holetz/Pham/Marquez	0.00	316.67	
02693	RCX Sports, LLC	06/27/2025	Regular	0.00	10,416.82	306487
<a href="#">3000002469</a>	Invoice	06/25/2025	Soccer Uniforms and Equipment for MLS ...	0.00	9,345.21	
<a href="#">3000002493</a>	Invoice	06/25/2025	Soccer Uniforms and Equipment for MLS ...	0.00	242.58	
<a href="#">3000002517</a>	Invoice	06/25/2025	Soccer Uniforms and Equipment for MLS ...	0.00	126.62	
<a href="#">3000002535</a>	Invoice	06/25/2025	Soccer Uniforms and Equipment for MLS ...	0.00	88.55	
<a href="#">3000002538</a>	Invoice	06/25/2025	Soccer Uniforms and Equipment for MLS ...	0.00	48.88	
<a href="#">3000002541</a>	Invoice	06/26/2025	Soccer Uniforms and Equipment for MLS ...	0.00	476.44	
<a href="#">3000002544</a>	Invoice	06/24/2025	Soccer Uniforms and Equipment for MLS ...	0.00	88.54	

# Check Report

Date Range: 06/14/2025 - 06/27/2025

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount	Payment Amount Payable Amount	Number
01417 <a href="#">W7535143</a>	RDO Equipment Co Invoice	06/25/2025	06/27/2025 Replacement of hydraulic pump for mower...	Regular	0.00 0.00	7,371.44 7,371.44	306488
01526 <a href="#">25BRAWPDN11</a> <a href="#">25BRAWPWN11</a>	San Diego County RCS Invoice Invoice	06/25/2025 06/24/2025	06/27/2025 Police radios on the 800 MHz network/Ma... PW radios on the 800 MHz network/May ...	Regular	0.00 0.00	2,330.50 206.50	306489
02328 <a href="#">1411</a>	SD Electric and Hvac/R Inc Invoice	06/23/2025	06/27/2025 Check Equipt./Water Park/Mini Splits/Refr...	Regular	0.00 0.00	185.00 185.00	306490
02727 <a href="#">5-25Soccer</a> <a href="#">5-25Soccer2</a> <a href="#">5-25Soccer3</a>	Sophia Michelle Flores Invoice Invoice Invoice	06/24/2025 06/24/2025 06/24/2025	06/27/2025 Brawley Youth Soccer 2025/Scorekeeper/... Brawley Youth Soccer 2025/Scorekeeper/... Brawley Youth Soccer 2025/Scorekeeper/J...	Regular	0.00 0.00 0.00	120.00 20.00 40.00 60.00	306491
01884 <a href="#">168915002-0001</a> <a href="#">168924768-0001</a> <a href="#">170024396-0001</a>	Sunbelt Rentals Invoice Invoice Invoice	06/24/2025 06/25/2025 06/24/2025	06/27/2025 Service Repair/Hedge Pole Trimmer Service Repair/Powered Pole Pruner Collar Nut/Rider Plate/Washer	Regular	0.00 0.00 0.00	218.43 106.70 50.44 61.29	306492
02413 <a href="#">6-25Reimburse3</a> <a href="#">6-25Reimburse4</a> <a href="#">6-25Reimburse5</a> <a href="#">6-25Reimburse6</a> <a href="#">6-25Reimburse7</a> <a href="#">6-25Reimburse8</a> <a href="#">6-25Reimburse9</a>	Sylvia Vizcarra Invoice Invoice Invoice Invoice Invoice Invoice Invoice	06/24/2025 06/24/2025 06/24/2025 06/24/2025 06/24/2025 06/24/2025 06/24/2025	06/27/2025 Snacks/Training 6/20/25/Kit Training Sum... Coffe & Snacks/CPR Training June17& 18/... Food/AC Pipe Training/2 Sessions/6/18/25 Ice Bag/Coffe/Heat Illness Training/6/16/25 Snacks&Drinks/Heat illness/Kit Training/6... Food/CPR Training/6/17/25 Food/CPR Training/6/18/25	Regular	0.00 0.00 0.00 0.00 0.00 0.00 0.00	1,683.29 41.97 100.77 30.40 29.51 208.07 693.88 578.69	306493
02726 <a href="#">5-25Soccer</a> <a href="#">5-25Soccer2</a> <a href="#">6-25Soccer</a> <a href="#">6-25Soccer2</a> <a href="#">6-25Soccer3</a>	Tayana Venegas Invoice Invoice Invoice Invoice Invoice	06/24/2025 06/24/2025 06/24/2025 06/24/2025 06/25/2025	06/27/2025 Brawley Youth Soccer 2025/Scorekeeper/... Brawley Youth Soccer 2025/Scorekeeper/... Brawley Youth Soccer 2025/Scorekeeper/J... Brawley Youth Soccer 2025/Scorekeeper/J... Brawley Youth Soccer 2025/Scorekeeper/J...	Regular	0.00 0.00 0.00 0.00 0.00	240.00 40.00 40.00 20.00 60.00 80.00	306494
01649 <a href="#">5-25TMobileBldng</a>	T-Mobile USA Inc Invoice	06/25/2025	06/27/2025 Ipad Usage/Building Dep/4/21/25 - 5/20/...	Regular	0.00 0.00	61.60 61.60	306495
01732 <a href="#">14351010 MT</a>	Valley Pest Services Inc Invoice	06/24/2025	06/27/2025 Monthly Pest Control/Lion Center	Regular	0.00 0.00	50.00 50.00	306496
01733 <a href="#">68948</a>	Valley Petroleum Equipment Inc Invoice	06/24/2025	06/27/2025 Service On AV 100LL Tank/Decals/Filter Ca...	Regular	0.00 0.00	1,859.42 1,859.42	306497
02729 <a href="#">6-25Refund</a>	Veronica Limon Invoice	06/24/2025	06/27/2025 Facility Requested/Refund/Baby Shower/6...	Regular	0.00 0.00	100.00 100.00	306498
01768 <a href="#">2155 5188 3938 ...</a> <a href="#">2278 8828 7992 ...</a> <a href="#">2399 6526 8870 ...</a> <a href="#">3095 7588 0351 ...</a> <a href="#">3522 0050 2445 ...</a> <a href="#">5276 7908 6533 ...</a> <a href="#">5285 5365 3238 ...</a> <a href="#">6689 0084 8009 ...</a> <a href="#">8601 2633 4043 ...</a>	Wal-Mart Stores Inc #01-1555 Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	06/23/2025 06/23/2025 06/23/2025 06/23/2025 06/23/2025 06/23/2025 06/24/2025 06/23/2025 06/23/2025	06/27/2025 Paper bags/Campling supplies Plastic Spoons/Paper Plates Snacks/Bottled Water/Air Freshener Snacks/Plastic Cups/Necklaces/Ballon/Plas... Napkins/Plastic Spoons/Paper Plates Bottled Water/Soda/Wipes/Air Freshener... Table Cover/Skewers/Soap/Pipe cleaner/V... Scrapping tool/Utility Knife Coffe Cream/Coffe Pods	Regular	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	548.30 25.33 18.72 92.53 142.66 18.22 133.58 51.95 28.69 36.62	306499
01772 <a href="#">83276506</a> <a href="#">83280065</a>	Waxie Sanitary Supply Invoice Invoice	06/25/2025 06/24/2025	06/27/2025 Janitorial Supplies Paper Dispenser/Parks & Rec	Regular	0.00 0.00	619.77 336.34 176.18	306500

Check Report

Vendor Number

Payable #

[83284661](#)

Vendor Name

Payable Type

Invoice

Post Date

06/25/2025

Payment Date Payment Type

Payable Description

Janitorial Supplies

Date Range: 06/14/2025 - 06/27/2025

Discount Amount Payment Amount Number

Discount Amount Payable Amount

0.00 107.25

Bank Code US Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	230	111	0.00	748,397.68
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	28	16	0.00	822,452.10
	<b>258</b>	<b>127</b>	<b>0.00</b>	<b>1,570,849.78</b>

## All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	230	111	0.00	748,397.68
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	28	16	0.00	822,452.10
	<b>258</b>	<b>127</b>	<b>0.00</b>	<b>1,570,849.78</b>

## Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2025	1,570,849.78
			<b>1,570,849.78</b>

# City of Brawley

City Council

July 15, 2025

Agenda Item No 4c

## STAFF REPORT



**To:** City Council  
**From:** Ana Gutierrez, City Clerk  
**Prepared by:** William Smerdon, City Attorney  
**Subject:** Action to adopt amended resolution.

### RECOMMENDATION:

Adopted amended Resolution No. 2025-19A.

### BACKGROUND INFORMATION:

The City Council approved Resolution 2025-19, which adopted road maintenance projects for funds provided by SB-1. Staff submitted the resolution to the funding authority and were informed that in order to receive the SB-1 funds that the City is entitled to, the resolution must state the expected useful life of the proposed improvements. The proposed amended resolution contains the required language. The amendment is the last line of the proposed resolution and reads: "Amendment: The estimated useful life of the project is 15 years."

### FISCAL IMPACT:

There will be no fiscal impact if the amended resolution is adopted. If the amended resolution is not adopted, the City will not receive its SB-1 funds.

### ALTERNATIVES:

No alternatives are recommended at this time.

### ATTACHMENTS:

1. Resolution 2025-19
2. Amended Resolution 2025-19A

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

Staff, Title or Consultant, Agency

William Smerdon, City Attorney, ,

### REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Silvia Luna, Finance Director

Emmet Fried, City Manager

Status – Date of Status

Approved - 7/9/2025

Approved - 7/9/2025



**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR THE FISCAL YEAR 2025-2026 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multimodal transportation funding shortfalls statewide; and

**WHEREAS**, SB1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must adopt a list of all projects proposed to receive fiscal funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City, will receive an estimated \$710,000.00 in RMRA funding in Fiscal Year 2025-2026 from SB1; and

**WHEREAS**, this is the eighth year in which the City is receiving SB1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB1; and

**WHEREAS**, an opportunity for public comment was provided at a public meeting and projects are consistent with the current Circulation Element of the City of Brawley's General Plan; and

**WHEREAS**, the City used a Pavement Management System to develop the SB1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

**WHEREAS**, the funding from SB1 will help the City maintain and rehabilitate a Minor Arterial Street throughout the City this year and various other similar projects into the future; and

**WHEREAS**, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in poor condition, and this revenue will help us increase the overall quality of our road system and, over the next decade will bring our streets and roads into an improved condition; and

**WHEREAS**, the SB1 project list and overall investment in our local streets and roads infrastructure, with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials, and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED, AND FOUND** by the City of Brawley City Council, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The fiscal year 2025-2026 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues includes:

Resurface approximately 2.50 miles of roads utilizing recycled materials on the following locations:



## New Project

- Project Title: Best Road Improvements Project Phase 2  
Located: Best Road South from Main Street to Wildcat Drive.  
Project Description: Main Street South to Wildcat Drive, grind and overlay.  
Estimated Project Schedule: April 2026 – June 2026

The following previously proposed and adopted project may also utilize Fiscal Year 2025-2026 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of this project in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues.

## Relisted Project: Previously Proposed and Adopted

- Project Title: Best Road Improvement Project Phase 1  
Located: Best Road North from Main Street to Ganado Drive.  
Project Description: Main Street North to Jones Street grind and overlay and from Jones Street to Gandado full reconstruction.  
Estimated Project Schedule: November 2025 – March 2026.

The estimated useful life of the project is 15 years. The project is scheduled to be constructed from November 2025 through March 2026.

**PASSED, APPROVED, AND ADOPTED** at a regular meeting of the Brawley City Council held on the 20th day of May 2025.

**CITY OF BRAWLEY, CALIFORNIA**

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

**ATTEST:**

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

STATE OF CALIFORNIA  
COUNTY OF IMPERIAL  
CITY OF BRAWLEY

I, ANA GUTIERREZ, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Resolution No. 2025-19 was passed and adopted by the City Council of the City of Brawley California, at a regular meeting held on the 20<sup>th</sup> day of May 2025 and that it was so adopted by the following roll call vote:

AYES: Kelley/Monita/5-0  
NAYES:  
ABSTAIN:  
ABSENT:

DATED: May 20, 2025

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

4c.2  
**RESOLUTION NO.2025-19A**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR THE FISCAL YEAR 2025-2026 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multimodal transportation funding shortfalls statewide; and

**WHEREAS**, SB1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must adopt a list of all projects proposed to receive fiscal funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City, will receive an estimated \$710,000.00 in RMRA funding in Fiscal Year 2025-2026 from SB1; and

**WHEREAS**, this is the eighth year in which the City is receiving SB1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB1; and

**WHEREAS**, an opportunity for public comment was provided at a public meeting and projects are consistent with the current Circulation Element of the City of Brawley's General Plan; and

**WHEREAS**, the City used a Pavement Management System to develop the SB1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

**WHEREAS**, the funding from SB1 will help the City maintain and rehabilitate a Minor Arterial Street throughout the City this year and various other similar projects into the future; and

**WHEREAS**, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in poor condition, and this revenue will help us increase the overall quality of our road system and, over the next decade, will bring our streets and roads into an improved condition; and

**WHEREAS**, the SB1 project list and overall investment in our local streets and roads infrastructure, with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials, and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED, AND FOUND** by the City of Brawley City Council, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The fiscal year 2025-2026 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues includes:

Resurface approximately 2.50 miles of roads utilizing recycled materials on the following locations:

## New Project

- Project Title: Best Road Improvements Project Phase 2  
Located: Best Road South from Main Street to Wildcat Drive.  
Project Description: Main Street South to Wildcat Drive, grind and overlay.  
Estimated Project Schedule: April 2026 – June 2026  
**Amendment: The estimated useful life of the project is 15 years**

The following previously proposed and adopted project may also utilize Fiscal Year 2025-2026 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of this project in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues.

## Relisted Project: Previously Proposed and Adopted

- Project Title: Best Road Improvement Project Phase 1  
Located: Best Road North from Main Street to Ganado Drive.  
Project Description: Main Street North to Jones Street grind and overlay and from Jones Street to Gandado full reconstruction.  
Estimated Project Schedule: November 2025 – March 2026.  
**Amendment: The estimated useful life of the project is 15 years**

**PASSED, APPROVED, AND ADOPTED** at a regular meeting of the Brawley City Council held on the 15<sup>th</sup> day of July 2025.

**CITY OF BRAWLEY, CALIFORNIA**

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

## **ATTEST:**

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

STATE OF CALIFORNIA  
COUNTY OF IMPERIAL  
CITY OF BRAWLEY

NAYES:

ABSTAIN:

ABSENT:

I, ANA GUTIERREZ, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Resolution 2025-19A was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 15<sup>th</sup> day of July 2025 and that it was so adopted by the following roll call vote:

**AYES:**

**NAYES:**

**ABSTAIN:**

**ABSENT:**

**DATED:** July 15<sup>th</sup>, 2025,

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

# City of Brawley

City Council

July 15, 2025

Agenda Item No 6a

## STAFF REPORT



**To:** City Council  
**From:** John Tang, Parks and Recreations Manager  
**Prepared by:** John Tang, Parks and Recreations Manager  
**Subject:** **Public hearing to review the closeout of CDBG Grant 21 -CDBG-PI-00029 Lions Center Pool Rehabilitation and CDBG Grant 21-CDBG-PI-00028 City of Brawley Lions Center Re-Roofing Project**

### RECOMMENDATION:

Hold a public hearing to review and approve the closeout of CDBG Grant 21 -CDBG-PI-00029 Lions Center Pool Rehabilitation and CDBG Grant 21-CDBG-PI-00028 City of Brawley Lions Center Re-Roofing Project

### BACKGROUND INFORMATION:

The Community Development Block Grant Program (CDBG) has authorized the use of Program Income Funds to support the rehabilitation of the Lions Center Pool and re-roofing activities at the Lions Center.

Despite the unforeseen issue encountered during the Lions Pool Rehabilitation Project, the CDBG has determined that both projects have achieved their respective program objectives.

A public hearing is required to allow for public comment on these activities and to facilitate the closure of the grant process.

Although this hearing was performed on January 7, 2025, the process was not completed in accordance with grant requirements; therefore, it must be finalized through a second public hearing.

### FISCAL IMPACT:

The Lion Center Roof Rehabilitation and Pool projects were completed during FY23/24 using the approved allocation of Program Income cash on hand, as outlined below:

\$207,000 in CDBG Program Income allocated to the Roof Project

\$340,168 in CDBG Program Income allocated to the Pool Project

### ALTERNATIVES:

No alternative is recommended at this time

### 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 - 7/9/2025

Approved - 7/9/2025

# City of Brawley

City Council

July 15, 2025

Agenda Item No 6b



6b

## STAFF REPORT

**To:** City Council  
**From:** John Tang, Parks and Recreation Manager  
**Prepared by:** John Tang, Parks and Recreation Manager  
**Subject:** **Approve Amendment No. 5 for West Coast Arborist (WCA)**

### RECOMMENDATION:

Approve Contract Amendment No. 5 for Citywide Tree Maintenance Services with West Coast Arborist for an additional year, not to exceed \$60,000.00, and authorize the City Manager to execute the amendment.

### BACKGROUND INFORMATION:

The City of Brawley entered into a contractual arrangement with Westcoast Arborist on September 2, 2021, for a total sum of \$20,790. The agreement with Westcoast Arborist, Inc. specifies that the City of Brawley may, at its sole discretion, extend the contract annually for up to five (5) years in one-year increments, contingent upon mutual agreement. Presently, the city is within the terms of the fifth extension of this agreement.

This contract was increased to \$30,000 in March 2022 through Contract Amendment No. 1. Amendment No. 2 extended the agreement until June 30, 2023, maintaining the amount at \$30,000.00. Additionally, Amendment No. 3 extended the term until June 30, 2024, for a total of \$30,000.00, and Amendment No. 4 further extended the agreement until June 30, 2025, for the same total amount.

Contract Amendment No. 4 has now expired. Consequently, staff is requesting approval for Contract Amendment No. 5, which proposes to extend the contractual term by an additional year, until June 30, 2025, and allocate \$60,000 for tree trimming services from multiple funding sources for the fiscal year 2025/26. Staff understands there is a 2.9% Consumer Price Index (CPI) for the region for fiscal year 2025/2026.

Westcoast Arborist, Inc. has been entrusted with the responsibility of maintaining the urban forest within the City of Brawley. The staff expresses satisfaction with the quality of services rendered by Westcoast Arborist, Inc. Furthermore, the staff respectfully requests the continuation of this collaboration and seeks approval from the City Council for Amendment No. 5, pertaining to the fiscal year 2025-2026.

### FISCAL IMPACT:

The FY25/26 Budget includes tree trimming services for various city locations which include:

Parks ..... \$45,000  
Streets.....\$ 7,500

CFD Malan Park..... \$ 1,000  
Transit Station..... \$ 1,500  
Airport.....\$ 5,000

6b

**ALTERNATIVES:**

City Council may elect not to approve the Amendment.

**ATTACHMENTS:**

1. Tree Maintenance Services Contract
2. Resolution
3. Staff Report

**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 - 7/9/2025

Approved - 7/9/2025



Tree Care Professionals Serving Communities Who Care About Trees

6b.1  
www.WCAINC.com

July 03, 2025

CITY OF BRAWLEY  
**ATTN: JESUS ALVAREZ**  
383 MAIN STREET  
BRAWLEY, CA 92227

**RE: Tree Maintenance Services performed by WCA, Inc.**

Dear Mr. Alvarez,

As we approach the end of the current contract year, West Coast Arborists, Inc. would like to extend our gratitude to you and your team for your continued partnership. Throughout our partnership, we have worked together to safeguard the health and integrity of your community's urban forest. We look forward to continuing our contributions toward your urban forest goals.

We are writing to express our interest in extending our current agreement for an additional year. As we look ahead, we would like to request a slight cost adjustment.

This adjustment is driven by changes in the Consumer Price Index (CPI) for the region, as well as increases in labor costs, both of which have had an impact on our operational expenses. We respectfully request a cost adjustment based on the CPI for the area, as published by the Department of Labor's Bureau of Labor Statistics.

<b>Effective Date:</b>	July 01, 2025
<b>CPI Adjustment Requested:</b>	2.90%
<b>Region Area:</b>	Riverside-San Bernardino-Ontario

We understand the importance of maintaining fiscal responsibility and have ensured that the requested adjustment is fair and reasonable, given the current market conditions. We look forward to another successful year ahead. Should you have any questions or require additional information, please do not hesitate to email me at [vgonzalez@wcainc.com](mailto:vgonzalez@wcainc.com) or call me at **(800) 521-3714**.

Sincerely,

Victor M. Gonzalez  
Vice President, Business Development

**West Coast Arborists, Inc.**

2200 E. Via Burton · Anaheim, California 92806 · 714.991.1900 · 800.521.3714 · Fax 714.956.3745





## Schedule of Compensation for Year 2025 - 2026

### Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
1	Grid Prune	Each	\$81.80
2	Full/Svc Rqst Prune 0-12 DSH	Each	\$81.80
3	Full/Svc Rqst Prune 13-18 DSH	Each	\$110.85
4	Full/Svc Rqst Prune 19-24 DSH	Each	\$137.35
5	Full/Svc Rqst Prune 25-30 DSH	Each	\$159.50
6	Full/Svc Rqst Prune 31-36 DSH	Each	\$325.95
7	Full/Svc Rqst Prune 36+ DSH	Each	\$547.45
8	Crown Raise 0-12 DSH	Each	\$44.25
9	Crown Raise 13-18 DSH	Each	\$49.90
10	Crown Raise 19-24 DSH	Each	\$83.15
11	Crown Raise 25-30 DSH	Each	\$105.30
12	Crown Raise 31-36 DSH	Each	\$159.50
13	Crown Raise 36+ DSH	Each	\$248.00
14	Crown Clean 0-12 DSH	Each	\$81.80
15	Crown Clean 13-18 DSH	Each	\$110.85
16	Crown Clean 19-24 DSH	Each	\$137.35
17	Crown Clean 25-30 DSH	Each	\$215.05
18	Crown Clean 31-36 DSH	Each	\$248.00
19	Crown Clean 36+ DSH	Each	\$303.55
20	Crown Reduction 0-12 DSH	Each	\$226.00
21	Crown Reduction 13-18 DSH	Each	\$325.95
22	Crown Reduction 19-24 DSH	Each	\$381.35
23	Crown Reduction 25-30 DSH	Each	\$436.80
24	Crown Reduction 31-36 DSH	Each	\$492.20
25	Crown Reduction 36+ DSH	Each	\$580.85
26	Date Palm Prune	Each	\$248.30
27	Date Palm Trunk Clean	Each	\$248.30
28	Fan Palm Prune	Each	\$71.05
29	Fan Palm Trunk Clean	Each	\$104.20
30	Palm Prune, all other spp	Each	\$71.00
31	Tree & Stump Removal 0-12 DSH	Each	\$248.30
32	Tree & Stump Removal 13-18 DSH	Each	\$359.10
33	Tree & Stump Removal 19-24 DSH	Each	\$554.30
34	Tree & Stump Removal 25-30 DSH	Each	\$831.45



## Schedule of Compensation for Year 2025 - 2026

### Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
35	Tree & Stump Removal 31-36 DSH	Each	\$942.30
36	Tree & Stump Removal 36+ DSH	Each	\$1,108.65
37	Tree Only Removal 0-12 DSH	Each	\$248.30
38	Tree Only Removal 13-18 DSH	Each	\$359.10
39	Tree Only Removal 19-24 DSH	Each	\$554.30
40	Tree Only Removal 25-30 DSH	Each	\$831.45
41	Tree Only Removal 31-36 DSH	Each	\$942.30
42	Tree Only Removal 36+ DSH	Each	\$1,108.65
43	Stump Removal	Inch	\$15.45
44	Plant 15 Gallon Tree	Each	\$215.05
45	Plant 24" Box Tree	Each	\$436.80
46	Plant 36" Box Tree	Each	\$1,057.60
47	Plant Health Care	Man Hour	\$98.65
48	Arborist Report Writing	Man Hour	\$192.70
49	Risk Assessment	Man Hour	\$192.70
50	Traffic Control	Hour	\$98.65
51	Specialty Equipment Rental	Day	\$1,085.60
52	Crew Rental - per man	Man Hour	\$98.65
53	Emergency Response - bus hrs	Man Hour	\$110.85
54	Emergency Response - after hrs	Man Hour	\$165.65

The proposed rates reflect a cost adjustment of 2.9% based on the Consumer Price Index for Riverside-San Bernardino-Ontario region for the previous twelve months. Upon approval the rates will be effective 7/01/2025.

**AMENDMENT NO. 5  
TO CONTRACT  
WEST COAST ARBORIST, INC.  
DATE: July 15, 2025**

6b.2

**WHEREAS**, this amendment is entered this 15th day of July 2025 between the City of Brawley, a municipal corporation of the State of California ("City") and West Coast Arborist, Inc. ("Contractor"), and

**WHEREAS**, the parties hereto entered into an agreement dated September 2, 2021, for \$20,790, which sets forth the terms upon which the Contractor would provide services to the City; and

**WHEREAS**, the parties amended the initial Agreement to \$30,000 on March 2022 for fiscal year 2021/22; and

**WHEREAS**, the parties extended the \$30,000 agreement in June 2022 for fiscal year 2022/23; and

**WHEREAS**, the parties extended the \$30,000 agreement in June 2023 for fiscal year 2023/24; and

**WHEREAS**, the parties hereby agree to extend the contract term retroactively beginning July 1, 2024, for a not-to-exceed amount of \$60,000 through June 30, 2025; and

**Whereas**, the parties hereby further agree to extend the contract term effective July 1, 2025, for a not-to-exceed amount of \$60,000 through the fiscal year ending June 30, 2026; and

**Whereas**, the parties acknowledge that there will be a 2.9% increase in the Consumer Price Index (CPI) for the extension of fiscal years 2024/25 and 2025/26.

**Whereas**, the City Manager is authorized to sign all required documents associated with this Amendment and contract.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. The above-referenced recitals are true and correct and are incorporated herein by this reference.
2. The Agreement is amended to increase the total fee to \$230,790.00, covering all additional extended one-year terms from the initial term.
3. Except as set forth herein, the terms of the Agreement shall remain in full force and effect.

**DATED: July 15, 2025**

**CITY OF BRAWLEY**

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

**WEST COAST ARBORIST, INC**

By: \_\_\_\_\_  
Patrick O. Mahoney, President

**ATTEST:**

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

# City of Brawley

City Council

July 15, 2025

Agenda Item No 6c



## STAFF REPORT

**To:** City Council  
**From:** John Tang, Parks and Recreation Manager  
**Prepared by:** John Tang, Parks and Recreation Manager  
**Subject:** **Request approval through resolution for a budget amendment of a news Capital Improvement Project (CIP) aimed at resurfacing the Lions Center floors and completing the renovation of the Teen Center**

### RECOMMENDATION:

Approve the budget amendment for the CIP to cover the remodeling cost to resurface the Lions Center floors and completing the Teen Center remodel, not to exceed the amount of \$192,000.00

### BACKGROUND INFORMATION:

The Lions Center Gymnasium serves as a vital facility for community sports and recreational activities. Presently, the gymnasium floors are made of cement and have not undergone resurfacing for many decades. This has resulted in considerable wear and deterioration, thereby necessitating a resurfacing initiative to guarantee safety and enhance aesthetic qualities.

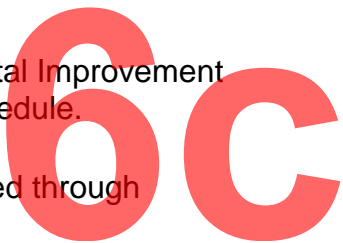
The Teen Center, a key community hub, is where teenagers gather for recreation and includes the esports facility. The floors, walls, and bathrooms have not been renovated since the center opened, making refurbishment a pressing need. The Parks and Recreation Department has completed 50% of the internal remodeling using the FY 24-25 budget. Our team has carried out demolition and hired local contractors to apply epoxy resurfacing in the main activity room and install new lighting fixtures. However, more work is needed in three rooms, along with the installation of a high-speed fiber connection and improvements to the security infrastructure.

The majority of the remodeling costs for both centers will be allocated to the flooring. To resurface the floors at the Lions Center and the Teen Center with high-grade epoxy, enabling the Teen Centers to receive high-speed fiber connections and ensuring facility security. The total estimated expenditure amounts to \$192,000.00, which includes a \$10,000.00 contingency.

Furthermore, the completion of these renovations will provide more programs to the youth of the community, enhancing their engagement and participation in healthy recreational activities. By investing in the Lions Center Gymnasium and the Teen Center, the city is committing to the well-being and development of its younger residents, ensuring they have access to modern, safe, and welcoming facilities.

### FISCAL IMPACT:

The Teen and Lions Center remodel was not included in the adopted FY25/26 Capital Improvement Budget; therefore, a budget adjustment is required to add the project to the CIP schedule.



As no alternative funding sources have been identified, the project will be fully funded through General Fund reserves.

101-521.000-800.300 - Expense - Improvements other than buildings ..... \$ 192,000

**ALTERNATIVES:**

The council may choose not to approve the projects or may reduce the amount of the budget amendment and utilize alternative funding sources from the FY 25-26 budget.

**ATTACHMENTS:**

- 1. Resolution
- 2. Big J Fencing Quote
- 3. AA Electric Quote
- 4. Total Technology
- 5. Imperial Valley Artificial Landscape (Bathroom)
- 6. Imperial Valley Artificial Landscape (Lions Center Floor)
- 7. Imperial Valley Artificial Landscape (Teen Center Completion))

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

Staff, Title or Consultant, Agency  
, , ,

**REPORT APPROVAL(S):**

<u>Staff, Title or Consultant, Agency</u>	<u>Status – Date of Status</u>
Emmet Fried, City Manager	Approved - 7/10/2025
Silvia Luna, Finance Director	Approved - 7/10/2025

RESOLUTION \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL AUTHORIZING  
A BUDGET AMENDMENT TO RESURFACE THE LIONS CENTER FLOORING AND COMPLETE  
THE TEEN CENTER REMODEL

**WHEREAS**, the City of Brawley has recognized the urgent need to preserve and improve its infrastructure, thereby ensuring the community's access to efficient and effective services. Among the various initiatives identified, the renovation of the Lions Center flooring and the completion of the Teen Center remodel are prioritized by the City Council to enhance community engagement and offer improved facilities for our residents' youth; and

**WHEREAS**, to finance these essential projects, the Council decided to amend the 2025- 2026 fiscal budget to allocate funds for a new Capital Improvement Project (CIP); and

**WHEREAS**, the City Council authorized a budget amendment for the resurfacing of the Lions Center floors and the completion of the Teen Center remodeling project, with a total budget allocation capped at \$192,000.00; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Brawley authorizes the budget to be amended to include a new Capital Improvement Project for resurfacing the Lions Center Gymnasium floor and completing the Teen Center remodel projects, not to exceed the amount of \$192,000.00.

\*\*\*\*\*

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of Brawley at a regular meeting thereof held on July 15, 2025, by the following vote:

AYES, COUNCILMEMBERS: \_\_\_\_\_

NOES, COUNCILMEMBERS: \_\_\_\_\_

ABSTAIN, COUNCILMEMBERS: \_\_\_\_\_

ABSENT, COUNCILMEMBERS: \_\_\_\_\_

\_\_\_\_\_  
CLERK of the City of Brawley

APPROVED: \_\_\_\_\_

MAYOR of the City of Brawley

## City of Brawley

City Council

July 15, 2025

Agenda Item No 6d



# STAFF REPORT

**To:** City Council  
**From:** Jonathan Blackstone, Assistant Chief  
**Prepared by:** John Tang, Commander  
**Subject:** **Purchase of 10 New Automated License Plate Readers from FLOCK and Renewal of 16 Existing Cameras**

### RECOMMENDATION:

Approve the procurement of ten new automated license plate readers (ALPRs) from FLOCK, accompanied by a three-year service contract. Furthermore, the approval is for the renewal of sixteen existing cameras and authorizes the Chief of Police or his designated representative to execute the service agreement.

### BACKGROUND INFORMATION:

This staff report is to formally request authorization from the City Council for the procurement of 10 new Automated License Plate Readers (ALPRs) from FLOCK, accompanied by a three-year service agreement, as well as to approve the renewal of sixteen existing cameras. The City of Brawley has been employing automated license plate readers to enhance public safety and to augment law enforcement capabilities. These devices have demonstrated significant efficacy in crime deterrence and investigation, thereby aiding law enforcement agencies in monitoring and responding to criminal activities.

The city intends to procure ten new Automatic License Plate Readers (ALPRs) from FLOCK. These units will be integrated into the existing network and accompanied by a three-year service agreement. By expanding the ALPR system, the City seeks to enhance coverage and improve the capacity to monitor and respond to criminal activities more efficiently. Furthermore, a proposal has been made to renew sixteen existing ALPR units to ensure their ongoing functionality and reliability. This renewal is essential to maintain the high standards of service provided by the current system.

The total expenditure for the acquisition of ten new Automatic License Plate Readers (ALPRs), inclusive of a three-year service agreement, amounts to \$91,500. Funding for this expenditure is secured via the FY 23-25 Operation Stone Garden Grant. Additionally, the renewal of sixteen existing ALPRs will incur a total cost of \$48,000. Of this amount, \$38,000 will be funded from the remaining resources of the Operation Stone Garden Grant, while the additional \$10,000 will be allocated from the general fund.

### FISCAL IMPACT:

The Police Department will utilize its FY25/26 Operation Stonegarden allocation of \$214,798 to cover the cost of the new cameras and the service extension.

Renewals in future years will be contingent upon the availability of Operation Stonegarden funds. If those funds are depleted, the Police Department will use its General Fund budget to support future service renewal costs for the cameras.

6d

**ALTERNATIVES:**

The council may elect not to approve.

**ATTACHMENTS:**

- 1. 16 Cameras Service Extension Invoice
- 2. 10 Camera Service Agreement Expansion w/ 3 Years Service

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

Staff, Title or Consultant, Agency  
, , ,

**REPORT APPROVAL(S):**

<u>Staff, Title or Consultant, Agency</u>	<u>Status – Date of Status</u>
Jimmy Duran, City Manager	Approved - 7/9/2025
Silvia Luna, Finance Director	Approved - 7/9/2025





Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

## INVOICE

Invoice Number: INV-50082  
Invoice Date: 10/18/2024  
Due Date: 11/17/2024  
Payment Terms: Net 30  
PO#:

Bill To: CA - Brawley PD  
Brawley, California, 92227

Ship To: CA - Brawley PD  
Brawley, California 92227

Billing Company Name: CA - Brawley PD  
Billing Contact Name: Diana Diaz  
Billing Email Address: ddiaz@brawley-ca.gov

Payment Terms: Net 30  
Contracted Billing Structure: Annual

Notes: Renewal Opportunity - Phase 2 - 2025: Year 1 of 24 Month Term, 2025 - 2026

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	8	\$3,000.00	\$0.00	\$24,000.00
FlockOS ™	1	\$0.00	\$0.00	\$0.00
Flock Safety Falcon ®	8	\$3,000.00	\$0.00	\$24,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.  
Link to Location of Services:

**Subtotal:** \$48,000.00  
**Sales Tax:** \$0.00  
**Credit:** \$0.00  
**Payments:** \$0.00  
**Balance Due:** \$48,000.00

If you have questions about your invoice or need to update your billing contact information, please email [billing@flocksafety.com](mailto:billing@flocksafety.com) or call 866-901-1781, option 3.



Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-50082  
Invoice Date: 10/18/2024  
Due Date: 11/17/2024  
Payment Terms: Net 30  
PO#:

INVOICE

Payment Remittance Information

**Pay by Check:**

Payable to: Flock Group Inc  
Memo: INV-50082  
Mail to: PO Box 121923  
Dallas, TX 75312-1923

*If paying by check, please include the remittance slip below.*

**Pay by ACH:**

Account Legal Name: Flock Group Inc.  
Account Number: 3302113966  
Account Type: Checking  
Routing / SWIFT Code: 121140399 / SVBKUS6S

*If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....  
Detach and Return with Payment

**Make Checks Payable to: Flock Group Inc**

If sending via Flock Group Inc  
USPS: PO Box 121923  
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc  
UPS, FedEx or 891923  
USPS: 885 East Collins Boulevard,  
Suite 110  
Richardson, TX 75081

Account: CA - Brawley PD

Invoice # INV-50082

Amount Due: **\$48,000.00**

Amount Enclosed: \$ \_\_\_\_\_

# 6d.2

## **Flock Safety + CA - Brawley PD**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Larry Barsocchini  
[larry.barsocchini@flocksafety.com](mailto:larry.barsocchini@flocksafety.com)  
408.317.8617

# flock safety 6d.2

## ORDER FORM

This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”)

Customer:	CA - Brawley PD	Initial Term:	36 Months
Legal Entity Name:	CA - Brawley PD	Renewal Term:	24 Months
Accounts Payable Email:	accountspayable@brawley-ca.gov	Payment Terms:	Net 30
Address:	400 Main Street Brawley, California 92227	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$30,000.00</b>
<b>Flock Safety LPR Products</b>			
Flock Safety LPR, fka Falcon	Included	10	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	10	\$1,500.00

<b>Subtotal Year 1:</b>	\$31,500.00
<b>Annual Recurring Subtotal:</b>	\$30,000.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$91,500.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

*The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.*

### Special Terms:

- 11.16 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for

non appropriation with thirty (30) days written notice without penalty or other cost.

# 6d.2

**Billing Schedule**

Billing Schedule	Amount USD
Year 1	
At Contract Signing	\$31,500.00
Annual Recurring after Year 1	\$91,500.00
Contract Total	\$91,500.00

\*Tax not included

6d.2

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate camera with vehicle identification print™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing infrastructure, camera setup, testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Agreement.

By executing this Order Form, Customer represents and warrants that he has read and agrees to all of the terms and conditions contained in the previously executed agreement. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer A - Br...

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

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

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

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

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

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

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

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

PO Number: \_\_\_\_\_

6d.2



## City of Brawley

City Council

July 15, 2025

Agenda Item No 6e



# STAFF REPORT

**To:** City Council  
**From:** Jonathan Blackstone, Assistant Chief of Police  
**Prepared by:** Jonathan Blackstone, Assistant Chief of Police  
**Subject:** **Authorization to approve the purchase of surplus firearms to Brawley Police Officers**

### RECOMMENDATION:

Staff recommends that the City Council authorize the Interim City Manager to approve the surplus firearm purchase by Brawley Police Officers

### BACKGROUND INFORMATION:

In 2014, the Brawley Police Department transitioned its department-issued handguns from the Smith and Wesson 1099 .40 caliber to the Glock 21 .45 caliber handgun. Since the Glock 21 firearm platform is over ten years old and the .45 caliber round not only poses accuracy issues but the large frame is cumbersome in many of our officers' hands, the department has recently elected to transition to a Sig Sauer P320 .9mm with a red-dot sight. Not only does the .9mm round provide less recoil when fired, but the red-dot sight also makes it easier to have improved accuracy compared to the current fixed sights on our current handgun platform.

Since we are transitioning to a new handgun platform, there will be no need to keep these firearms in our inventory. ProForce Law Enforcement has offered to purchase the complete inventory of 43 department-owned Glock 21s for \$12,040.00 or \$280.00 per firearm.

The Brawley Police Department proposes selling the surplus Glock 21 service weapons to current officers at the fair market value of \$280.00 per unit. This price reflects the wholesale market value, ensuring a fair and equitable transaction for all parties involved. In addition to the \$280.00 purchase price for the firearm, each officer would be responsible for the \$85.00 fee to have it transferred into their name.

The sentimental value of the Glock 21 to our officers cannot be overstated. These firearms have been a constant companion and a symbol of their dedication and service. Offering the Glock 21 for purchase will boost morale by allowing officers to own a piece of their service history, greatly enhancing department morale. It acknowledges the commitment and sacrifices made by our officers, providing them with a tangible memento of their time in service. The Glock 21 represents a significant era in the Brawley Police Department's history, and its ownership by officers ensures that its legacy is preserved within the department.

It is recommended that the Brawley Police Department be authorized to sell the Glock 21 service weapons to current officers at the fair market value of \$280.00 per unit. This initiative not only supports the department's operational goals but also honors the officers' service and dedication.

This formal proposal underscores the department's commitment to acknowledging the service and sacrifices of its officers while adhering to equitable and transparent practices in the disposition of assets.

The approved citywide surplus property and equipment policy does not require this to go before the city council for approval; however, in the interest of full transparency, since firearms are being sold to our police officers, we wanted you to be fully aware and approve the sale of the handguns.

#### **FISCAL IMPACT:**

The sale of this equipment can potentially contribute \$12,040.00 of revenue to the General Fund.

#### **ALTERNATIVES:**

The City Council may decide to not approve the sale of surplus firearms to its officers.

#### **ATTACHMENTS:**

1. Quote for purchase from ProForce
2. Adopted surplus policy
- 3.

#### **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

Emmet Fried, City Manager

Status – Date of Status

Approved - 7/9/2025

Approved - 7/9/2025

# PROFORCE LAW ENFORCEMENT

2825 Stearnman Drive, Ste A, Prescott, AZ 86301  
Tel: 928-776-7192 Fax: 928-445-3468  
email: sales@proforceonline.com www.proforceonline.com

ORDER

QUOTE

QUOTE# PAGE

723659 1

SHIP DATE

A.S.A.P.

SOLD  
TO

CITY OF BRAWLEY  
400 MAIN STREET

BRAWLEY CA 92227

760-351-1719

SHIP  
TO

CITY OF BRAWLEY  
POLICE DEPARTMENT  
351 MAIN STREET

BRAWLEY CA 92227

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	06/13/25	000384	A	CHRIS BRAZZILL	FX G-FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
43	TRADES-CA CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED GLOCK 21 45ACP GEN 4, NIGHT SIGHTS, 3 MAGS EACH  -5.00 FOR ANY MISSING MAGS.   IMPORTANT: To order from this quotation, please sign below.  Printed Name: _____ - Date: _____ P.O.: _____ - Signature: _____			280.00-	EA .00	12,040.00CR
	COMMENT FOR MICHAEL GARCIA  BY RYAN  TERMS DUE NET 30 DAYS			SALES AMOUNT  8.750%		12,040.00CR



## CITYWIDE SURPLUS PROPERTY AND EQUIPMENT POLICY AUGUST 2, 2022

### PURPOSE

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The purpose of this Citywide Surplus Property and Equipment Policy (Policy) is to provide guidelines and processes to Staff regarding the transfer, sale, disposal, or donation of surplus personal property, equipment, and materials of the City of Brawley (City).

This Policy does not pertain to real property of the City.

### DEFINITIONS

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Department Head shall mean a department Director or Manager overseeing the operations of the certain City function.

Nonprofit organization means any charitable organization exempt under Section 501(c)(3) of the United States Internal Revenue Code, or successor statute.

Personal Property refers to property of the City of Brawley, including any and all assigned or issued property to an individual for use in his/her role as a City Employee.

Public agency means the United States or the State of California or any agency or subdivision thereof, including any city, county, special district, or school district.

Scrap or recyclables as used herein refer to surplus property that (a) may be reused “as is” or after repair, or (b) may be salvaged for its mineral value after treatment or processing.

Scrapping and recycling as used herein refer to the act of transferring discarded surplus property, including scrap or recyclables, to a vendor for use, salvage, or resale.

Surplus property as used herein is used generically to describe any City personal property, equipment or material that is no longer needed or usable by the holding department, to include any and all assigned or issued property to an individual for use in his/her role as a City Employee. For purposes of this policy, all surplus property including scrap, recyclables, trash, and/or junk disposed, discarded, or abandoned on City premises, including all surplus property placed in storage or collection containers of any kind, is hereby deemed to be City property and not property of any City employee. Surplus property does not include real property or any interest in real property.

Trash or junk as used herein refers to surplus property which has no practical salvage or recyclable value.

## GENERAL GUIDELINES

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All surplus property is disposed of “as is” and “where is,” with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility or usability of the property offered unless expressly authorized by the City Council.

1. Transfer to Another Department. Surplus property may be transferred between City departments. All surplus property will first be considered for transfer for the benefit of the city.
2. Trade-In. Property declared as surplus may be offered as a trade-in for credit toward the acquisition of new property.
3. Return to Manufacturer. Surplus property may, when possible, be returned to the manufacturer for buy-back credit.
4. Donation. Surplus property may be donated or sold at less than estimated value to any public agency or nonprofit organization.
5. Sale and Disposal. Appropriate methods of sale and disposal are as follows:
  - a. Auction. Surplus property may be sold at public auction. Auctions may be conducted by City staff, or the City may contract with a professional auctioneer or electronic auction site with the approval of the City Attorney.
  - b. Sealed Bids. Sealed bids may be solicited for the sale of surplus property. Surplus property disposed of in this manner shall be sold to the highest responsible bidder, and the procedure for soliciting and awarding by sealed bid shall follow the procedure for bidding major expenditures as established by the Purchasing and Contracting Policy.
  - c. Scrapping. Surplus property may be sold, auctioned, recycled, donated, or discarded as scrap if the value of the surplus property's parts exceeds the value of the surplus property as a whole.
  - d. No Value Item. Where the property is of minimal or no value to the City due to spoilage, obsolescence, or similar reason, or where the cost of disposal of such surplus property would exceed the recovery value, the surplus property may be sold or disposed in such a manner as appropriate and in the best interest of the City.

## PROCEDURES

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Consistent with California Government Code Section 37350, the City Council sets forth the policy of the City for disposal or destruction of surplus property.

1. Surplus property disposals shall be documented using the Surplus Authorization Form (Attachment 1).
2. City Council- and City Manager-Directed Transfers and Dispositions. Transfers and dispositions of surplus property. Consistent with the General Guidelines above, are hereby authorized according to the following:

- 6e2
- a. Property with an Estimated Market Value of \$3,000.00 or Less. Once a department head has identified surplus property, the City Manager may direct the transfer and disposition of such surplus property with an estimated market value of \$3,000.00 or less per item.
  - b. Property with an Estimated Market Value from \$3,000.01 to \$5,000.00. Once a department head has identified surplus property, the transfer or disposition of surplus property with an estimated market value from \$3,000.01 to \$5,000.00 per item the City Manager and City Attorney may direct the transfer and disposition of such surplus property.
  - c. Property with an Estimated Market Value exceeding \$5,000.01. Once a department head has identified surplus property, the transfer or disposition of surplus property with an estimated market value exceeding \$5,000.01 per item approval for the disposal shall be determined by the City Council pursuant to a specific agenda item on an agenda for a regular or special City Council meeting.
3. Identifying and Valuing Surplus Property. Each department head is responsible to identify surplus property regularly.
- a. Each department head will evaluate the operational status of the surplus property and notify the Finance Director or their designee in writing.
  - b. The Finance Director or their designee will circulate the surplus property notification between the other departments within the City.
- The department head from which the surplus property originates will determine the estimated market value of the surplus property and recommend the most fiscally advantageous method of disposal.
- c. In determining the estimated market value, the department head shall document the methods used to make such determination including tools such as Kelly Blue Book, classified advertisements, and vendors in the United States with similar products available.
  - d. The estimated market value will consider a computation of expenses associated with the disposal of surplus property. These expenses may include advertising, auction costs, storage, and other costs.
4. Accounting for the Disposition of Surplus Property. It is critical to maintain all documentation for audit purposes regarding the disposition of surplus property.
- a. Notice to Finance Director. Notification will be provided to the Finance Director in writing of any transfer or disposal of surplus property to a different location or department.
  - b. Proceeds from Transfer and Disposition of Property. When so authorized to transfer, sell, dispose, donate, recycle, or scrap surplus property by the City Council or the City Manager pursuant to this policy, the employee directed to undertake such activity shall remit the entire proceeds from any such activity to the Finance Director by check or money order made payable to the City of Brawley,

and shall be deposited into the General Fund or, if required by law, deposited into a special purpose fund, of the City.

- c. Notification and Documentation. The department head will notify the Finance Department in writing of the disposition of all surplus property and attach all supporting documentation, including the records required by this Policy.
  - d. Transfer of Ownership and Title. Delivery of the surplus property together with transfer of ownership and title passes upon receipt of the proceeds. The Finance Director or their designee shall cause licenses and title documents to be executed and transferred upon verification of receipt of funds or as specified in an approved third-party contract.
  - e. Inventory Adjustment. The Finance Department shall make adjustments to the City's inventories/assets lists showing the disposition of surplus property.
  - f. Recordkeeping. Copies of all records documenting the surplus property process will be kept on file with the Finance Department for so long as records are to be maintained by the City's Records Retention Policy and by applicable law.
5. Personal Scrapping, Recycling or Disposal of Trash or Junk (Unauthorized). It is the policy of the City that no employee may engage in any sale, scrapping or recycling or other transfer or disposal of surplus property, unless specifically directed to engage in such activity by the City Council or the City Manager who have been lawfully and duly authorized and designated to direct such activity pursuant to this policy. Transferring, selling, donating, scrapping, recycling, or disposing of surplus property, regardless of monetary value, by City employees for personal gain or to benefit the interest of any person or party other than the City, is strictly forbidden.
6. Surplus Property and Employees. City officials and employees shall be allowed to be the purchasers or direct recipients of any surplus property of the City, on the condition that they acquire the surplus property according to this Policy. Furthermore, when attempting to acquire surplus property, City officials and employees must be treated the same as the general citizenry and are therefore subject to all of the same notice, value, and accounting requirements as set forth in this Policy.
- a. Police Department duty handgun. Sworn Police Officers shall be allowed to purchase their department issued handgun upon retirement with the approval of the City Manager or after 10 years of service at the discretion of the Chief of Police with the approval of the City Manager.
  - b. Police and Fire Department sworn and non-sworn badges. Sworn and non-sworn employees shall be allowed to purchase their department issued badge at the discretion of the Chief of Police or Fire Chief with the approval of the City Manager.
- Appropriate disciplinary action, up to and including termination, will be taken if an employee is found, through proper investigation to have failed to properly administer or comply with this Policy.
7. Exceptions. Any exceptions to this policy will only be made at the direction of the City Manager; provided, however, that no exception may be made concerning the transfer or

disposition of surplus property exceeding \$5,000.00 in estimated market value per item without the approval of the City Council.

## **POLICY REVIEW**

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The City of Brawley Records Retention Policy shall be reviewed annually in December by the Finance Director or their designee with any revisions to the City Manager and City Attorney for review and comment prior to submission to the City Council for consideration.



# City of Brawley

## SURPLUS AUTHORIZATION FORM

In accordance with the City of Brawley's Citywide Surplus Property and Equipment Policy it is requested to surplus said property and/or equipment listed below.

DEPARTMENT REQUESTING DISPOSAL: POLICE

  
Department Head Signature

Jonathan Blackstone

7/7/2025

Print Name

Date

  
City Manager Signature

Jimmy Duran

7/7/2025

Print Name

Date

\_\_\_\_\_  
City Attorney Signature

William Smerdon

7/7/2025

Print Name

Date

### PROPERTY OR EQUIPMENT TO BE SURPLUSED:

Item No.	Description of Item	Identifying Number	Disposal Method	Estimated Value	Condition
1	Glock 21 Generation 4	XBV049	To be sold to Officer	\$ 280	Good
2	Glock 21 Generation 4	XBV696	To be sold to Officer	\$ 280	Good
3	Glock 21 Generation 4	XBV697	To be sold to Officer	\$ 280	Good
4	Glock 21 Generation 4	XBV698	To be sold to Officer	\$ 280	Good
5	Glock 21 Generation 4	XBV699	To be sold to Officer	\$ 280	Good
6	Glock 21 Generation 4	XBV936	To be sold to Officer	\$ 280	Good
7	Glock 21 Generation 4	XBV260	To be sold to Officer	\$ 280	Good
8	Glock 21 Generation 4	XBV261	To be sold to Officer	\$ 280	Good
9	Glock 21 Generation 4	XBV262	To be sold to Officer	\$ 280	Good
10	Glock 21 Generation 4	XBV263	To be sold to Officer	\$ 280	Good
11	Glock 21 Generation 4	XBV264	To be sold to Officer	\$ 280	Good
12	Glock 21 Generation 4	XBV265	To be sold to Officer	\$ 280	Good
13	Glock 21 Generation 4	XBV267	To be sold to Officer	\$ 280	Good
14	Glock 21 Generation 4	XBV273	To be sold to Officer	\$ 280	Good
15	Glock 21 Generation 4	XBX274	To be sold to Officer	\$ 280	Good
16	Glock 21 Generation 4	XBX276	To be sold to Officer	\$ 280	Good
17	Glock 21 Generation 4	XBX481	To be sold to Officer	\$ 280	Good
18	Glock 21 Generation 4	XBX482	To be sold to Officer	\$ 280	Good
19	Glock 21 Generation 4	XBX483	To be sold to Officer	\$ 280	Good
20	Glock 21 Generation 4	XBX484	To be sold to Officer	\$ 280	Good
21	Glock 21 Generation 4	XHF772	To be sold to Officer	\$ 280	Good
22	Glock 21 Generation 4	XHF773	To be sold to Officer	\$ 280	Good
23	Glock 21 Generation 4	XHF774	To be sold to Officer	\$ 280	Good
24	Glock 21 Generation 4	XHF775	To be sold to Officer	\$ 280	Good
25	Glock 21 Generation 4	XHF776	To be sold to Officer	\$ 280	Good
26	Glock 21 Generation 4	XHF777	To be sold to Officer	\$ 280	Good
27	Glock 21 Generation 4	XHF778	To be sold to Officer	\$ 280	Good
28	Glock 21 Generation 4	XHF779	To be sold to Officer	\$ 280	Good
29	Glock 21 Generation 4	XHF780	To be sold to Officer	\$ 280	Good
30	Glock 21 Generation 4	XHF781	To be sold to Officer	\$ 280	Good
31	Glock 21 Generation 4	XHF782	To be sold to Officer	\$ 280	Good
32	Glock 21 Generation 4	XHF783	To be sold to Officer	\$ 280	Good
33	Glock 21 Generation 4	XHF784	To be sold to Officer	\$ 280	Good
34	Glock 21 Generation 4	XHF785	To be sold to Officer	\$ 280	Good
35	Glock 21 Generation 4	XHF786	To be sold to Officer	\$ 280	Good
36	Glock 21 Generation 4	XHF787	To be sold to Officer	\$ 280	Good
37	Glock 21 Generation 4	XHF788	To be sold to Officer	\$ 280	Good
38	Glock 21 Generation 4	XHF789	To be sold to Officer	\$ 280	Good
39	Glock 21 Generation 4	XHF790	To be sold to Officer	\$ 280	Good
40	Glock 21 Generation 4	XHF791	To be sold to Officer	\$ 280	Good
41	Glock 21 Generation 4	ABWW254	To be sold to Officer	\$ 280	Good

42	Glock 21 Generation 4	ABWW262	To be sold to Officer	\$ 280	Good
43	Glock 21 Generation 4	ABWW263	To be sold to Officer	\$ 280	Good

	VIN Number, last 6 Part Number Model Number Make, Size	Transfer to another Dept. Trade In/Return to Manufacturer Donation to non-profit Auction Sealed bids Scrapping No value disposal	Under \$1,000 City Manager; From \$1,000-\$3,000 City Manager and City Attorney; Over \$3,000 City Council	New Good Fair Poor Non-operational Unknown
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# City of Brawley

City Council

July 15, 2025

Agenda Item No 6f



## STAFF REPORT

**To:** City Council  
**From:** Jonathan Blackstone, Assistant Chief of Police  
**Prepared by:** Jonathan Blackstone, Assistant Chief of Police  
**Subject:** **Resolution to accept funding from the California Highway Patrol, FY25/26 Cannabis Grant.**

### RECOMMENDATION:

Approve and accept by resolution, ratify the submission of the grant application and authorize the City Manager and Police Chief, or their designees, to accept a grant award on behalf of the City of Brawley from the California Highway Patrol, FY25/26 Cannabis; and by motion, authorize the City Manager and Police Chief, or their designees, to execute all grant agreements and other required documents, and take any actions necessary to implement such grant agreements and other required documents.

### BACKGROUND INFORMATION:

The California Highway Patrol has conditionally approved the city's application for funding under the FY 25/26 Cannabis Grant in the amount of \$105,241.40. This grant provides funding for the Police Department to purchase an F-150 patrol vehicle (\$62,760.00), advanced officer training/travel (\$7,924.80), as well as overtime/personnel cost for DUI saturation patrols and checkpoints (\$34,556.60).

### FISCAL IMPACT:

The FY25/26 Budget includes revenues and expenditures for the CHP Cannabis Grant Program under Special Revenue Fund 229, totaling \$105,241.40.

### ALTERNATIVES:

The council may decide not to approve the acceptance of the FY 25/26 California Highway Patrol Cannabis Grant funding.

### ATTACHMENTS:

1. Grant Agreement
2. Resolution

### 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 - 7/9/2025  
Approved - 7/9/2025

of

<b>1. GRANT TITLE</b> FY25/26 CTFGP Law Enforcement - Brawley Police Department	
<b>2. NAME OF ORGANIZATION/AGENCY</b> Brawley Police Department	
<b>3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT</b> Brawley Police Department	
<b>4. PROJECT PERFORMANCE PERIOD</b> From: 07/01/2025 To: 06/30/2026	<b>5. PURCHASE ORDER NUMBER</b>
<b>6. GRANT OPPORTUNITY INFORMATION DESCRIPTION</b> Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products. The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.	
<b>7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED \$105,241.40</b>	
<b>8. TERMS AND CONDITIONS</b> The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.  The parties hereto agree to comply with the Terms and Conditions of the following attachments: <ul style="list-style-type: none"><li>• Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure</li><li>• Schedule B – Detailed Budget Estimate</li><li>• Schedule B-1 – Budget Narrative</li></ul> We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions. IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.	
<b>9. APPROVAL SIGNATURES</b> <b>A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY</b> Name: Juan Morales Title: Police Commander Phone: (760) 351-7773  Address: 351 Main Street Brawley, CA 92227  E-Mail: jmorales@brawley-ca.gov  _____ (Signature) _____ (Date)	<b>B. AUTHORIZED OFFICIAL OF CHP</b> Name: Andrew Beasley Phone: (916) 843-4360 Title: Captain Fax: (916) 322-3169  Address: 601 North 7th Street Sacramento, CA 95811  E-Mail: ABeasley@chp.ca.gov  _____ (Signature) _____ (Date)
<b>C. ACCOUNTING OFFICER OF CHP</b> Name: M. V. Fojas Phone: (916) 843-3531 Title: Commander Fax: (916) 322-3159  Address: 601 North 7th Street Sacramento, CA 95811  E-Mail: Michelle.Fojas@chp.ca.gov  _____ (Signature) _____ (Date)	<b>10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS</b>  Name: Silvia Luna Title: Finance Director Phone: (760) 351-7773  Address: 400 Main Street Brawley, CA 92227

## TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

### A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.
2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.
3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.
4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.
5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

### B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.
2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.
3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.
4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.
5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

## TERMS AND CONDITIONS

### C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.
  - a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse the Grantee's performance as a matter of law.
  - b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.
2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.
3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.
4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

### D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

### E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

## TERMS AND CONDITIONS

### F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

### G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

### H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - i. The dangers of drug abuse in the workplace.
    - ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.
    - iii. Any available counseling, rehabilitation, and employee assistance programs.
    - iv. Penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the Project will:
    - i. Receive a copy of the company's drug-free workplace policy statement.
    - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.
2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:
  - a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

### I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.



## TERMS AND CONDITIONS

### J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

### K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

### L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

### M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:
  - a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.
  - b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.
  - c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.
  - d. All of the information in its Grant Application and all materials submitted are true and accurate.

### N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

## TERMS AND CONDITIONS

### O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.
2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

### P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

### Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

### R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

### S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.
2. Current State Employees:
  - a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.
  - b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.
3. Former State Employees:
  - a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.
  - b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.
4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

## TERMS AND CONDITIONS

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.
6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.
7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.
8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

### T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.
2. Law Enforcement Projects:
  - a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.
  - b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

## **Schedule A**

### **Brawley Police Department**

**All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase.**

#### **Project Description**

The Brawley Police Department (BPD) has seen an increase in impaired driver incidents, which can be attributed to the large number of marijuana dispensaries within the county. Several events attract many visitors to the City of Brawley nationwide and worldwide. The tremendous influx of recreational visitors also creates an increase in Driving Under the Influence and Driving Under the Influence of Drugs (DUI/DUI) incidents. The BPD will continue to prepare our staff to combat DUI/DUI drivers by providing advanced officer training to better their capabilities in recognizing and evaluating drivers under the influence. Training will include Standard Field Sobriety Tests and Advanced Roadside Impaired Driving Enforcement. We will conduct 3 DUI/DUI Sobriety checkpoints and will have 12 DUI/DUI Saturation Patrols with the funds and equipment made available by this grant. The BPD will continue its awareness campaign, which was launched with funding from the FY24-FY25 Cannabis Grant.

#### **Problem Statement & Proposed Solution**

##### **Problem Statement**

There has been an increase in DUI/DUI incidents not only within our department but countrywide. Marijuana dispensaries have begun to open countywide, which is directly attributed to the increase in related incidents. The City of Brawley hosts several major events annually, bringing over 63,000 visitors. This ultimately creates an increase in reported incidents, not only for DUI/DUI but also battery, assaults, and domestic violence incidents, which can be attributed to suspects and involved parties being in one way or another under the influence of cannabis, alcohol, or other drugs.

##### **Proposed Solutions**

We will increase saturation patrols specifically targeting DUI/DUI drivers. We will conduct 3 DUI/DUI Sobriety Checkpoints and 12 DUI/DUI Saturation patrols with the help of this grant and the equipment purchased.

##### **Performance Measures/Scope of Work**

The goal of this anti-DUI/DUI campaign will be a decrease in DUI/DUI- related incidents. Through enforcement, we will accomplish 3 DUI/DUI checkpoints and 12 DUI/DUI saturation patrols, mainly targeting the main thoroughfares leading to the City of Brawley. The saturation and highway enforcement should immediately lower the incidents directly attributed to DUI/DUI. A moderate quantitative DUI/DUI reduction rate goal should be at least 20%. Statistics for enforcement activities will be compiled every quarter for statistical purposes. We want to purchase a DUI patrol vehicle to complement the DUI patrol vehicle awarded by the FY24-25 Cannabis grant. This will allow us to have multiple cars dedicated to DUI/DUI enforcement during the saturation patrols and to be utilized as chase vehicles during the checkpoints. We will continue to provide officers with the following advanced officer training: Standard Field Sobriety Testing and Advanced Roadside Impaired Driver Enforcement Training. These courses will teach our officers to effectively examine drivers for impairment and provide better cases to the District Attorney's Office for prosecution.

First Quarter July 1 through September 30

- Purchase a DUI patrol vehicle to be used for DUI/DUI Saturation Patrols and DUI/DUI Checkpoints
- 4 DUI/DUI Saturation Patrols
- 2 Officers attend Standard Field Sobriety Testing Training
- 1 Officers attend Advance Roadside Impaired Driver Enforcement Training

## **Schedule A**

Second Quarter October 1 through December 31

- 1 Officers attend Advance Roadside Impaired Driver Enforcement Training
- 4 DUI/DUID Saturation Patrols
- 1 DUI/DUID Checkpoint

Third Quarter January 1 through March 31

- 4 DUI/DUID Saturation Patrols
- 1 DUI/DUID Checkpoint

Fourth Quarter April 1 through June 30

- 4 DUI/DUID Saturation patrols
- 1 DUI/DUID Checkpoint

### **Project Performance Evaluation**

Funds from this grant will be used to establish DUI/DUID enforcement details. Officers who sign up will be expected to concentrate their efforts on evaluating potential DUI/DUID drivers. Enforcement statistics will be turned in nightly to be compiled for review, analysis, and quarterly reporting.

### **Program Sustainability**

The initial costs of this grant will provide the resources to continue enforcement efforts for years to come. The DUI patrol vehicle will continue to be used well beyond the sunset of the grant. In addition the training of our officers will allow them to continue their DUI/DUID enforcement efforts throughout their law enforcement careers. The Crime Prevention Coordinator will be able to continue educating the community.

### **Administrative Support**

Our department has extensive experience dealing with the US Customs and Border Protection Stonegarden grant, the National Department of Highway Enforcement (DHE) Traffic Enforcement Saturation Grant, and the Office of Traffic Safety Grants. We are currently navigating through the FY24-25 CHP Cannabis grant. Our department is equipped to implement specialized enforcement details similar to the previously listed grant enforcement details. Our department's history of being able to secure and maintain grant funding shows the capabilities of our department in managing grant requirements.

## Schedule B

### Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
23304	Brawley Police Department	\$105,241.40

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs	DUI Patrol Vehicle - Outfitting	\$10,000.00
<b>Category Sub-Total</b>		<b>\$10,000.00</b>
Personnel	DUI Checkpoint	\$12,607.02
	DUI Saturation Patrol	\$21,949.58
	ARIDE Training - Attend	\$1,569.92
	SFST Training - Attend	\$2,354.88
<b>Category Sub-Total</b>		<b>\$38,481.40</b>
Travel	SFST Training - Attend Travel	\$2,240.00
	ARIDE Training - Attend Travel	\$1,760.00
<b>Category Sub-Total</b>		<b>\$4,000.00</b>
Equipment	DUI Patrol Vehicle	\$52,760.00
<b>Category Sub-Total</b>		<b>\$52,760.00</b>

<b>Grant Total</b>	<b>\$105,241.40</b>
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## **Schedule B-1 Budget Narrative**

### **Brawley Police Department**

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

#### **Other Direct Costs**

##### **DUI Patrol Vehicle - Outfitting**

\$10,000.00

Installation - \$4,320

wide body center storage console- \$480.56

Single cell cage for rear seat - \$4,299.44

Decals- \$900

#### **Personnel**

##### **DUI Checkpoint**

\$12,607.02

3 DUI Checkpoints = \$12,607.02

2 Sergeants per detail/ Sergeant = OT \$67.63 per hour 6 hours per checkpoint/18 hours per Sergeant/ 36 hours

8 Officer per detail/Officer = OT \$49.06 per hour 6 hours per checkpoint/ 18 hours per officer/ 144 hours

1 dispatcher per detail/dispatcher = OT \$37.53 per hour 6 hours per checkpoint/ 18 hours per dispatcher/ 18 hours

4 Community Service Officers (CSOs) per detail/ CSO = OT \$33.78 per hour 6 hours per checkpoint/ 18 hours per CSO/ 72 hours

##### **DUI Saturation Patrol**

\$21,949.58

12 DUI Saturation Patrols = \$24,224.64

1 Sergeant per patrol / Sergeant = OT \$67.63 per hour 8 hours per patrol/ 96 hour per Sergeant/ 96 hours

3 Officers per patrol/ Officer = OT \$49.06 per hour 8 hours per patrol/96 hours per officer/ 288 hours

1 dispatcher per patrol/ dispatcher = OT \$37.53 per hour 8 hours per patro/ 96 hours per dispatcher/ 96 hours

##### **ARIDE Training - Attend**

\$1,569.92

ARIDE TRAINING-Attend (1) Class

\$1,569.92 2 Officers per class / Officer =OT \$49.06 per hour 16 hours per class/ 16 hours per officer/ 32 hours

RATES INLCUDE BENEFITS

##### **SFST Training - Attend**

\$2,354.88

SFST Training- Attend (1) Class

\$2,354.88 2 Officers per class / Officers = OT \$49.06 per hour/ 24 hours per officer/ 48 hours



## **Schedule B-1 Budget Narrative**

### **Brawley Police Department**

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

#### **Travel**

##### **SFST Training - Attend Travel**

\$2,240.00

SFST Training - Attend training/ San Diego (subject to change pending class availability)

3 day training per diem \$54 per day = \$162, hotel \$194 for 3 days = \$582. X 2 officers = \$1,488

##### **ARIDE Training - Attend Travel**

\$1,760.00

ARIDE Training - attend travel/San Diego (Subject to change pending class availability).

2 day training per diem \$54 = \$108, hotel \$198 for 2 days = \$396 X 2 officers = \$1,008

#### **Equipment**

##### **DUI Patrol Vehicle**

\$52,760.00

Ford F150 Police Interceptor

(1) 2026 Ford F150

##### **Justification:**

Vehicle will be used in conjunction with the previous purchased Cannabis grant vehicle. The addition of a dedicated patrol vehicle funded through the CHP Cannabis Tax Fund Grant Program is critical to enhancing our agency's ability to proactively address cannabis-impaired driving and ensure public safety on our roadways. The addition of the second Cannabis vehicle will enable are DUI enforcement teams to perform their duties providing them the proper resources to get the goal accomplish. Sometimes our agency is unable to push out a second unit for the cannabis details. Having a second dedicated cannabis vehicle will eliminate the issue.

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,  
CALIFORNIA AUTHORIZING THE BRAWLEY POLICE DEPARTMENT TO  
PARTICIPATE IN GRANT IN AN AMOUNT NOT TO EXCEED \$105,241.40

THE CANNABIS TAX FUND GRANT PROGRAM (CTFGP)

**WHEREAS**, the Cannabis Tax Fund Grant Program (CTFGP) provides funds to aid in the enforcement of traffic laws related to driving under the influence of alcohol and other drugs; and;

**WHEREAS**, the CTFGP program provides funding for law enforcement agencies to purchase a vehicle utilized to help mitigate alcohol and drug-impaired driving; and

**WHEREAS**, the CTFGP program provides funding for law enforcement agencies to implement projects and programs to educate local communities on impaired driving laws, while highlighting the dangers of driving under the influence of alcohol and/or drugs; and

**WHEREAS**, the Brawley Police Department has submitted a grant application and is required to execute a certificate of acceptance;

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Brawley authorizes the City Manager to participate in the Cannabis Tax Fund Grant Program in an amount not to exceed \$105,241.40

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Brawley City Council held on \_\_\_\_\_, 2025.

CITY OF BRAWLEY, CALIFORNIA

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

**ATTEST:**

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

I, ANA GUTIERREZ, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Resolution No. 2025 - was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ 2025, and that it was so adopted by the following roll call vote:

**AYES:**

**NAYES:**

**ABSTAIN:**

**ABSENT:**

**DATED:** \_\_\_\_\_

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

# City of Brawley

City Council

July 15, 2025

Agenda Item No 6g

## STAFF REPORT



**To:** City Council  
**From:** Petra Ortega, Library Manager  
**Prepared by:** Petra Ortega, Library Manager  
**Subject:** **Authorization to Enter into a Sole-Source Agreement with Andrade Construction for Library Shelving and Carpentry Work**

### RECOMMENDATION:

Discussion and potential action to authorize a sole-source award to Andrade Construction in the amount of \$63,800.00 for custom carpentry and shelving work at the Brawley Public Library, and to approve a budget adjustment in the amount of \$23,800.00 to fully fund the project.

### BACKGROUND INFORMATION:

The Brawley Public Library is experiencing a shortage of shelving space due to an increase in its collection size and limited existing storage. Current bookcases are at or near full capacity, restricting their ability to properly house new materials and maintain an organized, accessible collection. Additional bookcases are necessary to support continued growth and ensure adequate public access to library resources.

The Brawley Public Library requires custom carpentry work to address shelving and storage needs resulting from an expanding collection and limited existing infrastructure. In an effort to obtain competitive pricing, three local contractors were contacted and invited to assess the site. All three vendors visited the Library and took measurements; however, only Andrade Construction submitted a quote, despite multiple follow-up attempts with the other two contractors. Given Andrade Construction's responsiveness, proven reliability, and experience with similar work, the Library recommends proceeding with a sole-source purchase. The proposed cost of \$63,800 is deemed fair and reasonable under the circumstances and necessary to meet the Library's current space and service demands.

### FISCAL IMPACT:

The FY25/26 Budget includes the bookcase expansion under Project 2023-22, which was originally budgeted at \$40,000. However, a budget adjustment authorization is required to increase the allocation from Development Impact Fees to cover the full project cost of \$63,800.

460-551.400-800.600 ..... Furniture .....Expense ..... \$ 23,800

### ALTERNATIVES:

Council can decide not to accept the quote from Andrade Construction.

### ATTACHMENTS:

1. Sole Source Andrade Construction Form
2. Andrade Construction Estimate 1927

6g

**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 - 7/9/2025

Approved - 7/9/2025



City of Brawley, Finance Dept.  
400 Main Street  
Brawley, CA 92227  
760-344-8941

### SELECT OR SOLE SOURCE JUSTIFICATION FORM

Select/Sole Source purchases may be made in a non-competitive manner only when in the **best interest** of the City and when the price is considered reasonable. Attach this form and other supporting documents if available, to the purchase Requisition.

Sole or Select Source: Defined as any contract entered into without a competitive process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements. The requesting department is responsible for supplying written justification, approved by the department director or designee with signing authority for these purchases.

Complete responses must be provided for all of the following items.

Vendor name	Andrade Construction
Amount of purchase	\$63,800

#### THE PURCHASE REQUEST IS RESTRICTED TO ONE VENDOR FOR THE REASONS STATED BELOW:

**1. Why is the purchase of goods or services restricted to this vendor?**

Despite efforts to obtain three quotes, only one vendor provided a quote. Three contractors were contacted and visited the site to take measurements, but only Andrade Construction provided a quote, even after multiple follow-up attempts with the other two companies. Therefore, the purchase is restricted to this vendor, Andrade Construction, as they are the only one who responded with a quote.

**2. What market research was conducted to substantiate no competition, including evaluation of other items considered?**

To substantiate the lack of competition, efforts were made to obtain three quotes from different contractors. Three contractors were contacted and visited the site to take measurements. However, only Andrade Construction provided a quote. Despite multiple follow-up attempts, the other two contractors did not respond with quotes. This indicates that there was no viable competition, as the other contractors did not provide the necessary information. Therefore, the purchase is restricted to Andrade Construction, as they are the only vendor who responded with a quote.

#### PRICE ANALYSIS:

**3. How was the price offered determined to be fair and reasonable?**

Multiple follow-up attempts were made with the other contractors, but they did not respond with quotes, further validating the uniqueness of Andrade Construction's response. Andrade Construction's responsiveness and willingness to provide a quote demonstrate their reliability and commitment to the project. Andrade Construction has a proven track record and extensive expertise in carpentry work, which ensures high-quality workmanship and justifies the value of their quote.

Prepared By  
Jimmy Duran, Interim City Manager

 03/01/25  
Signature Date Signed

Approved By  
Gil Rebollar, Mayor

\_\_\_\_\_  
Signature Date Signed

**Andrade Construction**

1503 N Imperial Ave Ste 101

El Centro, CA 92243

+17609966982

accounting@builtbyandrade.com

# 6g.2

## Estimate

**ADDRESS**

Petra Ortega

City of Brawley Pulbic Library

400 Main St #1

Brawley, CA 92227

**SHIP TO**

Petra Ortega

City of Brawley Pulbic Library

400 Main St #1

Brawley, CA 92227

**ESTIMATE # 1927****DATE** 06/25/2025**EXPIRATION DATE** 07/31/2025

ACTIVITY	QTY	RATE	AMOUNT
<b>Building Plans</b> For woodwork	1	1,500.00	1,500.00
<b>Mobilization</b> Bathrooms to be provided by Brawley Public Library.	1	0.00	0.00
<b>Carpentry</b> 2 bookcases in main room west wall. Size: 7' wide x 10" deep. Extend bookcases 1 level for books stacked above. Knape & Vogt PK255 ZC 48Click To Copy 255 Series 48 In. Zinc-Plated Steel Mortise-Mount Pilaster Shelf Standard. Knape & Vogt Zinc Shelf Support. Use Red oak wood or Birch to match existing. Create Templates. 2 people 1 hour. 1. Remove top of existing book shelf. 2 people 1 hour. 2. Extend book shelf to match existing finish. 2 people 4 hours. 3. Add shelve mount. 2 people 2 hours. 4. Varnish and seal. 1 people 4 hours. 5. Reinstall top. 2 people 1 hour.	1	4,900.00	4,900.00
<b>Carpentry</b> 2 bookcases in main room center area. Size: 24' 3.5" wide x 24" deep. Divided into 3 sections of 8' and filler of 3.5" Extend bookcases 1 level for books stacked above. Knape & Vogt PK255 ZC 48Click To	1	10,700.00	10,700.00



# 6g.2

ACTIVITY	QTY	RATE	AMOUNT
<p>Copy 255 Series 48 In. Zinc-Plated Steel Mortise-Mount Pilaster Shelf Standard.</p> <p>Knape &amp; Vogt Zinc Shelf Support.</p> <p>Use Red oak wood or Birch to match existing.</p> <p>Create Templates. 2 people 1 hour.</p> <p>1. Remove top of existing book shelf. 2 people 3 hour.</p> <p>2. Extend book shelf to match existing finish. 2 people 12 hours.</p> <p>3. Add shelve mount. 2 people 6 hours.</p> <p>4. Varnish and seal. 1 people 8 hours.</p> <p>5. Reinstall top. 2 people 1 hour.</p>			
<p><b>Carpentry</b></p> <p>Knape &amp; Vogt Zinc Shelf Support. 16.</p> <p>Build 4 shelves of size 1.5" x10"x16" Install.</p> <p>Use Red oak wood or Birch to match existing.</p> <p>1. Build shelves. 1 person 4 hours.</p> <p>2. Varnish and seal. 1 people 2 hours.</p> <p>3. Install.</p>	1	1,200.00	1,200.00
<p><b>Carpentry</b></p> <p>New bookcase on wall of window replacement.</p> <p>Bookcase to be 16' wide x 98"x 12" depth.</p> <p>Bookcase to 4 separate bookcase of 4'x98"x12".</p> <p>Each to have 6 shelves.</p> <p>Knape &amp; Vogt PK255 ZC 48Click To Copy 255 Series 48 In. Zinc-Plated Steel Mortise-Mount Pilaster Shelf Standard.</p> <p>Knape &amp; Vogt Zinc Shelf Support.</p> <p>Use Red oak wood or Birch to match existing.</p>	1	10,800.00	10,800.00
<p>1. Install Cabinets on site. 2 people 8 hours.</p>			
<p><b>Carpentry</b></p> <p>New bookcase on wall of window replacement.</p> <p>Bookcase to be 65" wide x 98"x 12" depth.</p> <p>Bookcase to 2 separate bookcase of 3'x98"x12".</p> <p>Each to have 6 shelves.</p> <p>Knape &amp; Vogt PK255 ZC 48Click To Copy 255 Series 48 In. Zinc-Plated Steel Mortise-Mount Pilaster Shelf Standard.</p> <p>Knape &amp; Vogt Zinc Shelf Support.</p>	1	5,500.00	5,500.00

# 6g.2

ACTIVITY	QTY	RATE	AMOUNT
Use Red oak wood or Birch to match existing.			
1. Demo desks.			
2. Install Cabinets on site. 2 people 3 hours.			
<b>Carpentry</b>	1	2,300.00	2,300.00
Modify bookcase.			
1. Remove slanted shelves.			
2. Reuse shelves and install leveled (non movable).			
3. Build 3 shelves 36x10.5"			
4. Install on site. 2 people 4 hours.			
<b>Carpentry</b>	1	900.00	900.00
Knape & Vogt Zinc Shelf Support. 16.			
Build 2 shelves of size 1.5" x10"x36"			
Install.			
Use Red oak wood or Birch to match existing.			
1. Build shelves. 1 person 3 hours.			
2. Varnish and seal. 1 people 1 hours.			
3. Install.			
<b>Carpentry</b>	1	11,900.00	11,900.00
3: Hinkley Lighting Regis 14" Wide LED Accent Wall Light			
1: Meadow Lane 7.67-ft Unfinished Red oak Library Ladder			
Built out bookcase with dimensions 148.5"x99"x20.25" depth.			
4" bottom platform for toe kick.			
3 bookcases of 4' wide.			
Installation on site including electrical and drywall patch to be			
2 people 8 hours.			
<b>Carpentry</b>	1	8,800.00	8,800.00
1: Hinkley Lighting Regis 14" Wide LED Accent Wall Light			
Built out bookcase with dimensions 48"x99"x12.5" depth.			
4" bottom platform for toe kick.			
Closet built out to be 36x99x25" with 1 hanging rod.			
File cabinets drawers to be 16x99x25". Each file cabinet to be 12 high".			
Installation on site including electrical.			
2 people 8 hours.			
<b>Drywall</b>	1	3,400.00	3,400.00
Directors office.			
1. Remove drywall at south wall. 90 sq ft.			
2. Dispose and clean up.			
3. Add noise reducing channels every 24".			
4. Add sound proof insulation as per			

6g.2

ACTIVITY	QTY	RATE	AMOUNT
wall cavity. 5. Add 5/8 drywall and fire tape. 6. Skip trowel texture where exposed. 1 person 12 hours. 3 mobilizations.			
<b>Paint</b>	1	1,900	1,900.00
Directors office. 1 coat of pva primer. 2 coats of finish paint. 2 mobilizations. 1 person 12 hours.			

All prevailing wages.	SUBTOTAL	63,800.00
	TAX	0.00
	TOTAL	<b>\$63,800.00</b>

Accepted By

Accepted Date

## City of Brawley

City Council

July 15, 2025

Agenda Item No 6h

# STAFF REPORT



6h

**To:** City Council  
**From:** Juan Rodelo, Deputy Fire Chief  
**Prepared by:** Juan Rodelo, Deputy Fire Chief  
**Subject:** **EXECUTION AND DELIVERY OF ONE OR MORE MASTER LEASE-PURCHASE AGREEMENTS WITH PNC BANK, NATIONAL ASSOCIATION**

### RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to sign the lease agreement documents as provided by PNC Bank. These documents have been reviewed by the City Attorney, who reported no concerns. Execution of the agreement at this time will lock in the quoted pricing.

### BACKGROUND INFORMATION:

This lease agreement was previously discussed during the regular City Council meeting held on April 15, 2025. During that meeting, the Council voted unanimously (5-0) to direct staff to proceed with the lease arrangement as presented by the Fire Chief. The lease is part of the planned equipment financing strategy discussed at that meeting.

### FISCAL IMPACT:

The total cost of the lease agreement is \$1,342,824.90 over a 10-year term. The first payment, \$134,282.39, is due 12 months after the contract is executed. The FY25/26 budget includes this payment obligation under the Fire Department's budget, General Ledger Account 101-221.000-740.410.

### ALTERNATIVES:

There are no recommended alternatives at this time.

### ATTACHMENTS:

1. City Council Meeting Minutes 20250415
2. Lease Agreement Documents- PNC Bank
3. Form of Opinion of Counsel
4. Tax Form
5. Resolution

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

Staff, Title or Consultant, Agency

, , ,

## REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

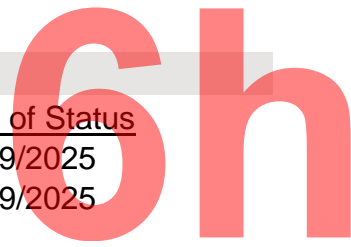
Jimmy Duran, City Manager

Silvia Luna, Finance Director

Status – Date of Status

Approved - 7/9/2025

Approved - 7/9/2025



**CITY OF BRAWLEY**  
**April 15, 2025**

# 6h.1

The City Council of the City of Brawley, California, met in regular session at 6:00 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, Kelley (Came in late)  
**PRESENT VIA ZOOM:** None  
**ABSENT:** None

**INVOCATION:** Pastor Sean Arviso

**PLEDGE OF ALLEGIANCE:** Pastor Sean Arviso

**1. APPROVAL OF AGENDA**

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

**Information was provided, and no action was taken.**

**3. PUBLIC APPEARANCES/COMMENTS:** (Not to exceed four 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 that are slanderous or that may invade an individual's personal privacy. Please direct your questions and comments to the City Council.

Any public member is invited to submit public comments before the meeting, which will 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 April 15, 2025.

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

Nancy Ocano & Allison Smith– Youth Sport Training Facility

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. Letter from Brawley Resident Audrey Noriega regarding Parks and Recreation. Presented by 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)
- c. Presentation of Proclamation in Recognition of Eagle Scout Candidate Uriel Solis, Troop 4070. Presented by CM Grass.  
Scoutmaster Ross Simmons announced he is an Eagle Scout after his review.  
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. Presentation of Proclamation in Recognition of National Public Safety Telecommunicators Week. Presented by Mayor Gil Rebollar.  
Amy Gonzales, Dispatcher, Miranda Martinez, Regina Kim, Supervisor for the Communications Division.  
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. Presentation of Proclamation in Recognition of Lauren Zaragoza. State Wrestling Champion. 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)
- f. Presentation by Lifted Up Living and Little Sparrows youth programs. Presented by Stacie Chandler and Cathy Coronado.  
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. Presentation by Republic Services. Presented by Shirley Moreno, Operations Manager, and Silvia Gerardo, Sustainability Advisor.  
Julie Reeves, a Brawley resident, is concerned about regulations on organic waste disposal.  
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 Kelley/Galvan/5-0**

- a. **Approved** City Council Meeting Minutes: April 1, 2025.
- b. **Approved** Accounts Payable: March 15, 2025, to March 28, 2025.
- c. Approval of letter of opposition to propose California State University and San Diego State University budget cuts.
- d. Approval of letter of support for International Brotherhood of Electrical Workers (IBEW) Local 569.



- e. Approval of letter of support for SB 534, Salton Sea Region Green Empowerment Zone.

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:**

Thank you, Council, for your support of the Youth Programs.

MLS Go, the target was 200 kids, and 247 were reached.

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 accept a donation from the Brawley Police Foundation for a 2025 Ford Explorer Police Interceptor, valued at \$53,844.48. Presented by Assistant Chief Blackston.  
Police Foundation Board Members: Joel Gonzales, Suzanne Rutherford, and Liz Mamer.

**m/s/c Rebollar/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)

- b. Potential action to Approve the Expenditure Plan and Resolution accepting grant funds from the State of California Citizens Option for Public Safety (COPS) in the amount of \$206,695.99 for FY 2023-2024 through the State of California Local Safety Protection Account. Presented by Assistant Chief Blackstone.

**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)

- c. Potential Action to approve waiving fees for the Imperial Valley Pickleball League. Presented by April Hodgson, Recreation Coordinator. Janet Stills, President of IV Pickleball, Sue Casey, Treasurer, and Mr. Lizarraga.

**m/s/c Rebollar/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)

- d. Potential Action to review and approve the Catholic Community of Brawley and Westmorland road closure to facilitate a procession. Presented by John Tang, Commander.

**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)

- e. Potential Action to amend the previously approved item 7b on the April 1<sup>st</sup> Agenda and accept the new proposed road closure map for the Chamber of Commerce for Greater Brawley and the Brawley Cattle Call Queen Royalty Association to conduct their IV International Brisket Cook-off event on Saturday, May 17, 2023. Presented by John Tan, Commander.

Ramiro Urias, Brawley Chamber CEO.

**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)

- f. Potential Action to approve the Lease Purchase of a new Pierce MFG Fire Engine from South Coast Fire Equipment through PNC Equipment Finance. Presented by Mike York, Fire Chief.

**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)

- g. Potential Action to approve Establishing an Alternate Workweek Policy. Presented by Shirley Bonillas, Human Resources Administrator.

**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)

- h. Potential Action to Redefine the workweek for Unrepresented Employees. Presented by Shirley Bonillas, Human Resources Administrator.

**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)

- i. Potential Action to approve Construction Management and Inspection Services from the Holt Group. 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)

- j. Potential Action to Award Specification No. 2025-07 East Brawley Street Maintenance Improvement Projects to American Asphalt. 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)

- k. Potential Action to Authorize Change Order No. 2 to the Backflow Preventer Replacement Project. Presented by Rom Medina, Public Works Director.

**m/s/c Kelley/Rebollar/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)

- l. Potential Action to Accept Award of Re-Advertisement of Traffic Signal Synchronization Project. Presented by Rom Medina, Public Works Director.

**m/s/c Galvan/Rebollar/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)

- m. Discussion and Potential Action to provide a letter of opposition for SB 79, Transit Oriented Development. Presented by Councilman John Grass.

**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)

## **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:

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

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

None

The meeting was adjourned at 9:01 p.m.



Ana Gutierrez, City Clerk

C03

6h.2

Master Lease-Purchase Agreement  
Between  
City of Brawley and  
PNC Bank, National Association

**Document Index**

- ☐ **Master Lease-Purchase Agreement** – Sign and provide title on the last page
- ☐ **Lease Schedule with Schedule A-1** – Sign and title
- ☐ **Vehicle Schedule Addendum** – Sign and title
- ☐ **Resolution** – The resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents. The signature of Secretary/Clerk of Municipality is required. **Note** – the Resolution should be dated prior to the date of the documents.
- ☐ **Certificate of Incumbency** – List your authorized signor(s) and title(s); have Secretary/Clerk or appropriate trustee attest to the information and signature(s) provided by signing and printing his/her name, title and date. The resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents. **The person who validates the signatures should not sign the lease documents.**
- ☐ **Four-Party Agreement** – Sign and title.
- ☐ **Delivery & Acceptance Certificate** – **At point of delivery**, sign/date and return to Gianna.OLone@pnc.com.
- ☐ **Insurance Request Form** – Fill in your insurer's information and sign/title. **Prior to delivery**, please obtain a certificate of insurance and forward to Gianna.OLone@pnc.com.
- ☐ **IRS FORM 8038-G** – Sign, date, and title
- ☐ **Information Request** - Billing requirements and contact information.
- ☐ **Titled Vehicle Guidelines** – The terms of your contract specify that the Lessor be listed as the lienholder and hold the original title during the term of the lease. Please refer to this document to guide you through the transfer of title and vehicle registration process.

# MASTER LEASE – PURCHASE AGREEMENT

Dated as of May 27, 2025

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between PNC Bank, National Association ("Lessor") and the Lessee identified below ("Lessee").

LESSEE: City of Brawley

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. **CERTAIN DEFINITIONS.** All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means each Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. **LEASE TERM.** The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

## 4. RENT PAYMENTS.

1. For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Schedule A-1 attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Schedule A-1. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

2. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.

3. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

## 5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

1. Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto unless Lessor otherwise agrees to pay such costs as stated in the Schedule.

2. Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full,

then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

3. Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Schedule A-1; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease, (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body, duly authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

#### 6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

1. For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it intends to make Rent Payments for the full Lease Term as scheduled on the applicable Schedule A-1 so long as funds are appropriated in each fiscal year by its governing body. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available therefor. Lessor agrees that the Leases will not be general obligations of Lessee and that the Leases shall not constitute pledges of either the full faith and credit of Lessee or the taxing power of Lessee.

2. If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not available for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. **NO WARRANTY BY LESSOR. THE EQUIPMENT IS SOLD "AS IS". LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT. LESSOR DOES NOT REPRESENT THE MANUFACTURER, OWNER, OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT OR THIS MASTER LEASE – LEASE PURCHASE AGREEMENT. NEITHER THE MANUFACTURER, THE DEALER, NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE DEALER OR MANUFACTURER, IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY.** For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product

warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

1. Upon Lessee's acceptance of any Equipment under its Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

2. As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto.

3. "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. PERSONAL PROPERTY. All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION. Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION. Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

1. Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

2. Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when



due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

### 13. RISK OF LOSS.

1. Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

2. If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

3. If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a bill of sale covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease; or (b) on the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment.

4. Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

### 14. INSURANCE.

1. (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) The Total Amount Financed as set forth on the Schedule A-1 does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

2. All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. PURCHASE OPTION. Upon 30 days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than

all, of the Equipment covered by a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES. With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. TAX COVENANTS. Lessee hereby covenants and agrees that:

(a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, keeping a complete and accurate record of any assignments of any Lease and executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor;

(b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and

(c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

(d) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Tax-Exempt Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within 30 days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Tax-Exempt Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Tax-Exempt Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally,

Lessee agrees that upon the occurrence of such an event with respect to a Tax-Exempt Lease, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Tax-Exempt Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

## 18. ASSIGNMENT.

1. Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

2. Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

3. Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Leases; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to an Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

4. Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT. For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within 30 days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within 60 days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. REMEDIES. If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year

in effect when the default occurs together with interest on such amounts at the highest lawful rate from the date of Lessor's demand for such payment.

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that the net proceeds of any such disposition shall be applied to amounts payable by Lessee under clause (a) above of this Section only to the extent that such net proceeds exceed the applicable Termination Value set forth in the applicable Schedule A-1;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. **RETURN OF EQUIPMENT.** If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessors notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. **LAW GOVERNING.** Each Lease shall be governed by the laws of the state of the lessee (the "State").

23. **NOTICES.** All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

24. **FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY.** Within 30 days of their

completion in each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee. To the extent permitted by law, Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment, any wrongful act or omission of Lessee, or its employees and agents, or (c) any claims of alleged breach by Lessee of this Master Lease or any related document. "Claims" means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment, to sign Lessee's name with the same force and effect as if signed by Lessee, and to file same at the proper location(s); and make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

25. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE. Lessee represents and warrants to Lessor, as of the date of this Master Lease, the date of each advance of proceeds pursuant to this Master Lease, the date of any renewal, extension or modification of this Master Lease or any Lease, and at all times until this Master Lease and each Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

26. USA PATRIOT ACT NOTICE. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.



27. SECTION HEADINGS. All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

28. EXECUTION IN COUNTERPARTS. Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. Only one counterpart of each Schedule shall be marked "Lessor's Original" and all other counterparts shall be deemed duplicates. An assignment of or security interest in any Schedule may be created through transfer and possession only of the counterpart marked "Lessor's Original."

29. ENTIRE AGREEMENT; WRITTEN AMENDMENTS. Each Lease, together with the exhibits attached thereto and made a part hereof and other attachments thereto, and other documents or instruments executed by Lessee and Lessor in connection therewith, constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

30. HEAVY-DUTY VEHICLE GREENHOUSE GAS EMISSION REDUCTION REGULATION.

a) If the equipment leased pursuant to the Lease is a tractor, the Lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with Sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low-rolling-resistance tires that are U.S. Environmental Protection Agency ("U.S. EPA") SmartWay Verified Technologies prior to current or future use in California or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA SmartWay Certified Tractor.

b) If the equipment leased pursuant to the Lease is a trailer, the Lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with Sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low-rolling-resistance tires and aerodynamic technologies that are U.S. EPA SmartWay Verified Technologies prior to current or future use in California.

c) Notwithstanding anything in the Lease to the contrary, the Lease does not prohibit the Lessee from modifying the trailer, at Lessee's cost, to be compliant with the requirements of the California Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation.

31. IMPORTANT INFORMATION ABOUT PHONE CALLS. By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

City of Brawley  
("Lessee")

PNC Bank, National Association  
("Lessor")

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

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

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

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

400 Main Street  
Brawley, CA 92227

995 Dalton Ave.  
Cincinnati, OH 45203

**LEASE SCHEDULE NO. 99008427-1**Dated as of May 27, 2025

This Lease Schedule (this "Schedule") is attached and made a part of the Master Lease-Purchase Agreement referenced below, together with all exhibits, schedules, addenda, and other attachments thereto, executed by Lessee and Lessor (the "Lease"). Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference. To the extent that there is any conflict between the terms of the Lease and this Schedule, the terms of this Schedule shall control.

Master Lease-Purchase Agreement dated May 27, 2025

1. **EQUIPMENT DESCRIPTION.** As used in the Lease, "Equipment" means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

2. **RENTAL PAYMENTS; LEASE TERM.** The Rental Payments to be paid by the Lessee to Lessor, the commencement date thereof and the lease term of this Lease Schedule are set forth on the Schedule A-1 attached to this Lease Schedule.

3. **ESSENTIAL USE; CURRENT INTENT OF LESSEE.** Lessee represents that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and (if applicable) to make Rent Payments if funds are appropriated in each fiscal year by its governing body.

4. **ACCEPTANCE OF EQUIPMENT. AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (A) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.**

5. **BANK QUALIFIED.** LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

6. **RE-AFFIRMATION OF THE MASTER LEASE-PURCHASE AGREEMENT.** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease Purchase Agreement (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Section 6.1 and 16 thereof).

City of Brawley  
("Lessee")

PNC Bank, National Association  
("Lessor")

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

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

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

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



## Schedule A-1

6h.2  
E28

### 1. EQUIPMENT LOCATION & DESCRIPTION:

City of Brawley

1505 Jones Street

Brawley, CA 92227

Imperial County

New Pierce Impel Triple Combination Engine

VIN #TBD

### 2. LEASE PAYMENT SCHEDULE.

(a) Accrual Date: May 27, 2025

(b) Amount Financed:

i.	Equipment Purchase Price	<u>\$1,057,648.89</u>
ii.	Purchase Price Deduction	<u>\$0.00</u>
	Prepay Discounts	<u>\$111,299.00</u>
	Trade In	<u>\$0.00</u>
	Sales Tax	<u>\$73,142.87</u>
iii.	Total Amount Financed (Cash Sale Price minus Purchase Price Deductions)	<u>\$1,019,492.76</u>

(c) Payment Schedule:

Rent Payment Number	Rent Payment Date	Rent Payment Amount	Interest Portion	Principal Portion	Termination Value
1	05/27/2026	134,282.39	54,542.86	79,739.53	No Call
2	05/27/2027	134,282.39	50,276.80	84,005.59	No Call
3	05/27/2028	134,282.39	45,782.50	88,499.89	790,265.18
4	05/27/2029	134,282.39	41,047.75	93,234.64	694,233.50
5	05/27/2030	134,282.39	36,059.70	98,222.69	593,064.13
6	05/27/2031	134,282.39	30,804.79	103,477.60	486,482.20
7	05/27/2032	134,282.39	25,268.74	109,013.65	374,198.15
8	05/27/2033	134,282.39	19,436.51	114,845.88	255,906.89
9	05/27/2034	134,282.39	13,292.25	120,990.14	131,287.04
10	05/27/2035	134,282.39	6,819.24	127,463.15	1.00

City of Brawley  
("Lessee")

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

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

PNC Bank, National Association  
("Lessor")

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

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

6h.2

# 6h.2

## VEHICLE SCHEDULE ADDENDUM

Dated as of May 27, 2025

E28

Lease Schedule No. 99008427-1

Dated May 27, 2025

Lessee: City of Brawley

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease") by and between PNC Bank, National Association ("Lessor") and the above Lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule to the extent permitted by law,

(a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;

(b) the public liability and property damage insurance required by the terms of the paragraph titled "Insurance in the Master Lease shall be in an amount not less than \$1,000,000.00 per person insured and \$2,000,000.00 combined single limit per unit per occurrence (provided, that if the unit of Equipment is a bus or other passenger vehicle, then such insurance amount shall be such larger amount as may be reasonably required by Lessor) and \$1,000,000.00 for damage to property of others;

(c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and

(d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lien holder and Lessee as owner.

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

City of Brawley  
("Lessee")

PNC Bank, National Association  
("Lessor")

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

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

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

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

CERTIFICATE OF INCUMBENCY

Lessee: City of Brawley

Lease Schedule No.: 99008427-1

Dated: May 27, 2025

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

\_\_\_\_\_  
Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: \_\_\_\_\_  
Official Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# FOUR PARTY AGREEMENT

Dated as of May 27, 2025

6h.2

Lessee means City of Brawley

"Lease Schedule" means Lease Schedule No. 99008427-1 dated May 27, 2025, together with its Schedule A-1.

"Pierce" means Pierce Manufacturing Inc., the manufacturer of the Equipment.

"Supplier" means: South Coast Fire Equipment Inc.

Reference is made to the Lease Schedule ("Lease Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in said Lease Schedule, described above between PNC Bank, National Association ("Lessor") and the Lessee identified above which relates to Equipment described in Schedule A-1 to the Lease Schedule ("Equipment") to be manufactured by Pierce and supplied by Supplier, an authorized dealer of Pierce fire equipment. For good and valuable consideration, receipt of which is hereby acknowledged, Lessee, Lessor, Pierce and Supplier hereby agree as follows:

1. Notwithstanding anything to the contrary in the Lease Schedule, Lessee hereby notifies Lessor that the Equipment has not yet been delivered to Lessee and the Equipment has not yet been accepted by Lessee for purposes of the Lease Schedule. Lessee agrees to execute and deliver to Lessor a Delivery and Acceptance Certificate in the form attached hereto as Exhibit A upon the circumstances set forth in said Certificate.

2. All parties agree that the Purchase Price of the Equipment shall be as set forth below if said Purchase Price is paid on or before the Advance Payment Date set forth below:

Purchase Price:	<u>\$1,057,648.89</u>
Vendor Discounts:	<u>\$111,299.00</u>
Sales Tax:	<u>\$73,142.87</u>
Advance Payment Date:	<u>May 27, 2025</u>

3. Upon execution of the Lease Schedule and delivery of all documents required by Lessor, Lessee agrees that it shall pay the Lessee Down Payment stated below and Lessor agrees that it shall pay the balance of the Purchase Price (the "Amount Financed") stated below. Lessee agrees that the Lease Term and Lessee's obligation to pay Rent Payments shall commence on the date set forth in the Lease Schedule notwithstanding the delivery of the Equipment at a later date.

Lessee Down Payment:	<u>\$0.00</u>
Trade In:	<u>\$0.00</u>
Amount Financed:	<u>\$1,019,492.76</u>

4. a) Supplier anticipates that it shall deliver the Equipment to Lessee by the **Anticipated Delivery Date** set forth below.

Anticipated Delivery Date: July 31, 2028

b) Supplier anticipates that it shall deliver the Equipment to Lessee no later than the **Outside Delivery Date** set forth below and that such Equipment shall comply with all specifications and requirements of Lessee and with the terms and conditions of any purchase order/purchase agreement relating thereto.

Outside Delivery Date: September 30, 2028

5. If for any reason whatsoever Supplier fails to deliver the Equipment to Lessee as set forth in **Subparagraph 4(b)** of this Agreement by the Outside Delivery Date for any piece of Equipment (the

"Delayed Equipment"), and the Lessee has not agreed to revise the Outside Delivery Date with respect to such Delayed Equipment, then Pierce hereby agrees as follows only for the Delayed Equipment:

a) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessee the Lessee Down Payment for the Delayed Equipment plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment;

b) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessor for the Delayed Equipment the Amount Financed plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment; and

c) "Prime Rate" means the prime rate of interest as published from time to time in the Wall Street Journal.

If there is more than one piece of Equipment subject to the Lease, and some of the Equipment is delivered in accordance with Subparagraph 4(b) of this Agreement, the payments owed pursuant to the Lease shall be modified to reflect only the obligations due on the Equipment that was delivered pursuant to Subparagraph 4(b). The new payment obligation will be determined based on the amount financed for the Equipment delivered to the Lessee, and based on the interest rate in effect as of the date of Lease commencement.

6. If Pierce makes the payments described in **Paragraph 5** for the Delayed Equipment under the circumstances set forth above and if Lessee has otherwise paid and performed its obligations under the Lease Schedule as of such payment date for the Delayed Equipment, then Lessee and Lessor agree that the Lease Schedule shall terminate as of the date of such payments by Pierce as to the Delayed Equipment only. Lessee's obligations shall continue unabated for the Equipment that was delivered pursuant to subparagraph 4(b). Pierce expressly agrees that the Lease Schedule identified herein shall be a "Lease" as such term is used in the Program Agreement, as amended, between Pierce and Lessor.

7. Supplier agrees that a performance bond (the "Performance Bond") will be issued which names Supplier as Principal, the Lessee as Obligee and the Lessor as Additional Obligee. The Performance Bond will apply solely to the terms and conditions of the purchase order/purchase agreement, including related equipment specifications and warranties, as issued by the Lessee and accepted by Pierce. The "Contract Date" referred to in the Performance Bond shall be the date of this Agreement.

8. Except as expressly set forth herein, the Lease Schedule and terms and conditions of the purchase order/purchase agreement for the Equipment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties set forth below execute this Agreement as of the date first written above.

City of Brawley  
("Lessee")

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

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

Pierce Manufacturing Inc.  
("Pierce")

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

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

PNC Bank, National Association  
("Lessor")

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

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

South Coast Fire Equipment Inc.  
("Supplier")

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

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

**DELIVERY & ACCEPTANCE CERTIFICATE**

Lease Schedule No. 99008427-1

Reference is made to the above Lease Schedule ("Schedule"), which has been executed and delivered by the undersigned Lessee ("Lessee") and PNC Bank, National Association ("Lessor"). This Certificate amends and supplements the terms and conditions of the Lease Schedule and is hereby made a part of the Lease Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease-Purchase Agreement and the Lease Schedule shall have the same meaning when used herein; provided, that "Equipment" shall mean the Equipment described in the Schedule A-1 and in any attachment or exhibit to this Certificate.

Notwithstanding anything to the contrary, expressed or implied, in the Lease Schedule or its Schedule A-1, Lessee agrees as follows:

1. ACCEPTANCE OF EQUIPMENT. As of the Acceptance Date stated below and as between Lessee and Lessor, Lessee hereby agrees that: (a) Lessee has received and inspected all Equipment; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specifications; (c) Lessee accepts all Equipment for purposes of the Lease "as-is, where-is"; and (d) Lessee waives any right to revoke such acceptance.

ACCEPTANCE DATE: \_\_\_\_\_

2. RENT PAYMENTS. Lessee hereby agrees that Lessee will pay the Rent Payments for the Equipment in the amounts and on the dates specified in Schedule A-1 to the Lease Schedule.

City of Brawley  
("Lessee")

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

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

## INSURANCE COVERAGE DISCLOSURE

PNC Bank, National Association, LESSOR

City of Brawley, LESSEE

### RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease"), Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

---



---



---

to issue: (check to indicate coverage)

a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance naming PNC Bank, National Association and/or its assigns as Lender Loss Payee.

Coverage Required: Termination Value Specified

b. Public Liability Insurance evidenced by a Certificate of Insurance naming PNC Bank, National Association and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000.00 per occurrence  
 \$2,000,000.00 aggregate bodily injury liability  
 \$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to PNC Bank, National Association, Attn: Insurance Dept, 995 Dalton Ave., Cincinnati, OH 45203, prior to the time that the property is delivered to Lessee.

OR

2. Pursuant to the Master Lease, Lessee represents and warrants, in addition to other matters under the Agreement, that it is lawfully self-insured for: (check to indicate coverage)

a. All risk, physical damage in the amount specified in 1(a) above.

b. Public liability for not less than the amounts specified in 1(b) above.

Lessee has attached a signed letter describing self-insurance.

LESSEE: City of Brawley

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



## INSURANCE INFORMATION

101

Please provide the following information to your insurance company to help expedite receipt of the necessary coverage:

### ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- PNC Bank, National Association must be named Lender Loss Payee and Additional Insured
- 30 Days' Notice of Cancellation
- Not Less than \$2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

### Certificate Holder Information:

PNC Bank, National Association, its successors and/or all assigns  
Attn: Insurance Dept  
995 Dalton Ave.  
Cincinnati, OH 45203

Please send a copy of certificate to Gianna O'Lone at [Gianna.OLone@pnc.com](mailto:Gianna.OLone@pnc.com).

The original should be mailed to the same at:

PNC Bank, National Association  
Attn: Insurance Dept  
995 Dalton Ave.  
Cincinnati, OH 45203

Please call Gianna O'Lone at 513-455-2343, if you have any questions.

**PNC Bank, National Association**  
**INFORMATION REQUEST**

LESSEE NAME: City of Brawley

FEDERAL TAX I.D. # \_\_\_\_\_

BILLING ADDRESS:

\_\_\_\_\_  
 Billing Contact

\_\_\_\_\_  
 Street Address or Post Office Box

\_\_\_\_\_  
 City, State and Zip

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 Fax Number

\_\_\_\_\_  
 Email Address

PHYSICAL ADDRESS (IF DIFFERENT):

\_\_\_\_\_  
 Street Address or Post Office Box

\_\_\_\_\_  
 City, State and Zip

Require Board Approval for Payments? \_\_\_\_\_ Yes \_\_\_\_\_ No

Board Meeting Date? \_\_\_\_\_

Require signed vouchers for payments? \_\_\_\_\_ Yes \_\_\_\_\_ No

We typically mail our invoices 30 days in advance. Taking into account a seven-day mail period, do you foresee any problem that would prevent the payment from being received on or before the due date?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Please list any special instructions below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# 6h.2

May 27, 2025

City of Brawley  
400 Main Street  
Brawley, CA 92227  
Attention: Mike York

RE: Master Lease-Purchase Agreement dated May 27, 2025, ("Agreement"), Sequence No. 99008427-1 ("Lease") by and between City of Brawley ("Lessee") and PNC Bank, National Association ("Lender").

Dear Mike:

Thank you for choosing **PNC Bank, National Association** for your financing needs. Please refer to the second page, to guide you through the transfer of title and vehicle registration process.

As the Lessee, it is your responsibility that all titled equipment show evidence of Lender, as first and only lienholder on the title, per the contract terms. As Lender, PNC Bank, National Association agrees to give the Borrower 45 days, from the vehicle delivery date to have the titles processed with the respective titling agency with Lender, as ***first and only lienholder***.

We appreciate your business and are available to help you navigate the process. If you have any questions, you may call **855-531-1727** or email your questions to: [PNCEFCollateral@pnc.com](mailto:PNCEFCollateral@pnc.com).

Very truly yours,

**PNC Bank, National Association**

Gianna O'Lone  
Commercial Transaction Coordinator

## YOUR NEXT STEP

# CUSTOMER'S RESPONSIBILITY TO TITLE AND REGISTER FINANCED EQUIPMENT TO SECURE LOAN

### FOR OUR LESSEES/BORROWERS

**If the Lessee/Borrower is completing title work and/or registration:**

- The vendor or prior vehicle owner will provide you with a completed MSO/MCO or Title and Title Application. The Lessee/Borrower is responsible for all additional costs/fees associated with titling and registration. Such payments are not built in to your Lease/Loan.

### FOR VENDORS OR PRIOR VEHICLE OWNERS

**Proof of Origination/Ownership**

- Please provide PNC Bank, National Association with a copy of the FRONT side of the MSO/MCO or Current Title and Title Application.

**If the Vendor or Prior Owner is completing title work and/or registration:**

- PNC Bank, National Association must receive a copy of the Title Application and reverse side of the Title/MSO/MCO showing Lessee/Borrower as Owner and PNC Bank, National Association as Lienholder prior to releasing funds.

### TITLE INFORMATION

New title listing **PNC Bank, National Association** should appear as follows (unless otherwise stated in your Lease/Loan agreement):

- **Owner:** Lessee/Borrower
- **Lienholder:** "PNC Bank, National Association"

**Original Titles/MSO/MCO**

- All Original Titles (or Lien Statements, when applicable) listing Lessee/Borrower as Owner and **PNC Bank, National Association** as Lienholder must be mailed to **PNC Bank, National Association** within 45 days of registration. **PNC Bank, National Association** will retain all titles subject to the terms of the Lease/Loan. An exception to this would be if your contract states that **PNC Bank, National Association** be named as the "Owner" of the titled equipment, i.e., TRAC lease.

**Mail Title/MSO/MCO(s) to the following address:**

- PNC Bank, National Association  
995 Dalton Avenue  
Cincinnati, OH 45203  
Attn: Collateral Department
- For questions, please call our Client Care Department at **855-531-1727** or email [PNCEFCollateral@pnc.com](mailto:PNCEFCollateral@pnc.com)

**WILLIAM S. SMERDON**  
ATTORNEY AT LAW  
P.O. BOX 1319  
Brawley, CALIFORNIA 92227  
TELEPHONE (760) 344-4445  
EMAIL: [smerdon.william@gmail.com](mailto:smerdon.william@gmail.com)

6h.3

June 25, 2025

Lessee: City of Brawley

Lessor: PNC Bank, National Association

Re: Lease Schedule No. 99008427-1 dated May 27, 2025, together with its Master Lease-Purchase Agreement dated May 27, 2025, by and between the above-named Lessee and the above-named Lessor

Gentlemen:

I am the duly appointed City Attorney for the City of Brawley ("Lessee") and have acted as counsel to Lessee with respect to the Lease Schedule, the Master Lease-Purchase Agreement and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of California (the "State") duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreements and all other documents related thereto have been duly authorized, approved, and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).
5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization; approval and execution of any of the Agreements or any documents relating thereto; the appropriation

of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.

6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,



William S. Smerdon  
City Attorney

WSS/se

cc: Fire Department

Form **8038-G**

(Rev. September 2018)

Department of the Treasury  
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

OMB No. 1545-0720

**Part I Reporting Authority**If Amended Return, check here ☐

1 Issuer's name <b>City of Brawley</b>		2 Issuer's employer identification number (EIN) <b>95-6000680</b>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) <b>400 Main Street</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>	
6 City, town, or post office, state, and ZIP code <b>Brawley, CA 92227</b>		7 Date of issue <b>May 27, 2025</b>	
8 Name of issue <b>Lease #99008427-1</b>		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>Mike York - Fire Chief</b>		10b Telephone number of officer or other employee shown on 10a <b>760-424-7655</b>	

**Part II Type of Issue (enter the issue price). See the instructions and attach schedule.**

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	1,019,492	76
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>			

**Part III Description of Bonds. Complete for the entire issue for which this form is being filed.**

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	5/27/2035	\$ 1,019,492.76	\$ N/A	10 years	5.350 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	1,019,492	76
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	0	00
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	1,019,492	76

**Part V Description of Refunded Bonds. Complete this part only for refunding bonds.**

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

**Part VI Miscellaneous**

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC (MM/DD/YYYY) \_\_\_\_\_
- c** Enter the name of the GIC provider \_\_\_\_\_
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool bond (MM/DD/YYYY) \_\_\_\_\_
- c** Enter the EIN of the issuer of the master pool bond \_\_\_\_\_
- d** Enter the name of the issuer of the master pool bond \_\_\_\_\_
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☒
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider \_\_\_\_\_
- c** Type of hedge \_\_\_\_\_
- d** Term of hedge \_\_\_\_\_
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement \_\_\_\_\_
- b** Enter the date the official intent was adopted (MM/DD/YYYY) \_\_\_\_\_

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.



Signature of issuer's authorized representative

7/2/25

Date

Silvia Luna, Finance Director

Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Firm's name

Firm's EIN

Firm's address

Phone no.



**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE MASTER LEASE-PURCHASE AGREEMENTS WITH PNC BANK, NATIONAL ASSOCIATION, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$1,019,492.76 FOR THE PURPOSE OF ACQUIRING A FIRE ENGINE, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH**

Municipality/Lessee: City of Brawley

Principal Amount Expected To Be Financed: \$1,019,492.76

**WHEREAS**, the Municipality is a political subdivision of the State in which the Municipality is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

**WHEREAS**, pursuant to applicable law, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of, and encumber real and personal property, including, without limitation, rights and interests in property, leases, and easements necessary to the functions or operations of the Municipality.

**WHEREAS**, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality.

**WHEREAS**, PNC Bank, National Association ("Lessor") shall act as Lessor under said Leases.

**NOW, THEREFORE, Be It Ordained by the Governing Body of the Municipality:**

**Section 1.** Either one of the \_\_\_\_\_ OR \_\_\_\_\_ (each an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

**Section 2.** By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

**Section 3.** The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

**Section 4.** The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

**Section 5.** As to each Lease, the Municipality reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

**Section 6.** This resolution shall take effect immediately upon its adoption and approval.

**APPROVED, PASSED AND ADOPTED** on July \_\_, 2025.

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

**LESSEE:** City of Brawley

**City of Brawley, California**

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

**ATTEST:**

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

# City of Brawley

City Council

July 15, 2025

Agenda Item No 6i

## STAFF REPORT



**To:** City Council  
**From:** Cristhian Barajas, Development Services Director  
**Prepared by:** Cristhian Barajas, Development Services Director  
**Subject:** **Potential Action to Authorize Contract Amendment #3 with The Holt Group, Inc. for Continued On-Call Planning Support and HCD HOME Grant Administration with a value not to exceed \$45,000.**

### RECOMMENDATION:

City staff recommends approval of the Contract Amendments #3 authorizing The Holt Group, Inc. to continue providing on-call planning and grant administration services. This continued support will help ensure compliance with grant reporting requirements, effective monitoring of construction activities, and a transition of responsibilities to newly onboarded City staff.

### BACKGROUND INFORMATION:

The Holt Group, Inc. (THG) has provided ongoing on-call planning and grant administration services to the City of Brawley as a temporary solution to address staffing shortages within the Planning Division. With the City now taking active steps to build internal capacity by staffing the Development Services Department, most of the responsibilities previously assigned to THG are being transitioned in-house to new employees.

The City Manager's Office and Development Services Department have identified the end of August as the target date to complete this transition, aligning with the onboarding of a new planner during the month of August. At that point, the City will no longer require consistent on-call planning consultant support. Accordingly, it is requested that THG's contract be amended to cover past and expected work performed during the months of June, July, and August of this year.

The Contract Amendment #3 considers an augment of \$ 66,100 for the following:

- A payment of nearly \$20,000 to THG for the month of June. Including an estimate of \$14,000 for On-Call Planning and \$6000 for HOME Grant Admin services within FY 24-25.
- Another approximate payment of \$40,000 projected for the month of July and August. Including an estimate of \$28,000 for On-Call Planning, plus \$ 12,000 for HOME Grant Admin services within FY 25-26.

The proposed payment schedule ensures that incoming staff have sufficient time to absorb THG's responsibilities while allowing for proper training and onboarding. The timeline and cost estimates are

aligned with the recently adopted budget for Planning professional services and the anticipated workload expected to be performed by THG during that time.

One of the key responsibilities currently supported by The Holt Group is the administration of the HOME grant, which is funding critical projects in the City—most notably the Brawley Senior Apartments. This 32-unit, age-restricted affordable housing development, currently under construction, has a total estimated value of \$14.6 million. It is partially funded through a \$5,788,142 award from the State of California’s HOME Investment Partnerships Program (HOME), secured by the City and the project developer in April 2024. The grant includes \$5,638,142 in development funding and \$150,000 for administrative and activity delivery costs.

The Brawley Senior Apartments will serve households earning 30–60% of the Imperial County Area Median Income

(AMI) and will feature amenities such as a community building, garden, bocce ball court, dog park, and outdoor gathering spaces.

Given the City’s previous situation, THG has been contracted to oversee project administration, including grant compliance and construction coordination. While new City staff have recently been onboarded, it is recommended that THG’s support continue through the end of July to ensure consistent and timely administration and reporting of this critical funding source during the transition.

The Holt Group’s scope of work recently included, but has not been limited to:

- Preparing and submitting required grant setup documentation
- Participating in weekly project funding calls
- Coordinating with City departments and the project developer (Pacific West)
- Monitoring construction activities and compliance with labor requirements
- Preparing drawdown requests and maintaining documentation via the eCivis platform

#### **FISCAL IMPACT:**

The HOME grant will reimburse \$24,000 based on the administrative reporting provided by The Holt Group. The FY25/26 budget includes \$40,000 under professional services for the Planning Department.

#### **ALTERNATIVES:**

If the City pauses or rejects Contract Amendment #3, it will still be obligated to issue retroactive payment for services provided by The Holt Group, Inc. during June and the first half of July. In this scenario, consultant support would cease immediately thereafter, leaving no time for City staff to be properly onboarded onto critical assignments. This abrupt transition could result in delays to key projects and negatively impact customer service, as staff would be required to absorb new responsibilities without sufficient preparation, disrupting their current workload.

#### **ATTACHMENTS:**

1. The Holt Group Contract Amendment #3\_Corrected
2. Contract Amendment #3\_Remove

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

Jimmy Duran, City Manager

Silvia Luna, Finance Director

Status – Date of Status

Approved - 7/9/2025

Approved - 7/9/2025

CITY PROFESSIONAL SERVICES CONTRACT  
CITY OF BRAWLEY  
PROFESSIONAL SERVICES AGREEMENT WITH  
The Holt Group for Interim City Planning Services

This Agreement for Professional Services ("Agreement") is made and entered into by and between the City of Brawley ("City"), a California municipal corporation, and The Holt Group, Inc., a California corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

## Recitals

- A. City desires to retain Consultant to perform Interim City Planning Services and Consulting; and
- B. The Holt Group is one of the City's on call consulting firms and the City has determined that Consultant possesses the skills, experience and certification required to provide the services."
- C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. This Agreement was approved by Brawley City Council on April 4, 2023 for the Initial Term.
- E. This Agreement (Amendment No. 1) was approved by the Brawley City Council on June 18, 2024.
- F. This Agreement (Amendment No. 2) was approved by the Brawley City Council on October 14, 2024.
- G. City desires to amend the Consultant's contract (Amendment No. 3) for a revised compensation amount.

Now therefore, the Parties mutually agree as follows:

**1. Scope of Services.** Consultant shall perform the services described in Exhibit "A", attached and incorporated by reference (the "Services"). Consultant represents and warrants that they are a provider of first-class work and/or services, and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow industry standards in performing the services required hereunder, and that all materials, if any, will be of good quality, fit for the purpose intended.

**2. Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contracting Officer or assigned designee.

**2.1 Term.** Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on April 4, 2023, and end on June 30, 2023 ("Initial Term"). This Agreement may be extended for an additional one year upon mutual agreement and amendment by both parties ("Extended Term"). Contract Amendment No. 1 extended the term from July 1, 2023 through June 30, 2024. Contract Amendment No. 2 will extend the term of service on a month-to-month basis commencing July 1, 2024, and shall terminate in accordance with the provisions of this Agreement. Contract No. 3 will amend the term commencing on June 1, 2025 with services to be rendered on a month-to-month basis and shall terminate in accordance with the provisions of this Agreement or when funds are expended, whichever occurs 1st.

**2.2 Contract Officer.** The "Contract Officer" shall be the Interim City Manager, or any designee of the Interim City Manager. The assigned designee may be designated in writing by the Interim City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer, or assigned designee, is kept informed of the progress of the performance of the services, and Consultant shall refer any decisions, that must be made by City to the Contract Officer or assigned designee. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer or assigned designee.

**3. Compensation.** City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," (the "Schedule of Compensation") attached and incorporated by reference for services performed under this Agreement. The method of compensation set forth in the Schedule of Compensation includes payment for time and materials based upon Consultant's rate schedule.

**3.1 Not to Exceed Amount.** Consultant's total compensation under this Agreement shall not exceed \$66,100 per fiscal year. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.

**3.2 Invoices.** Consultant shall submit monthly invoice(s) to the City that describe the services performed in accordance with the terms of this Agreement, including times and dates or number of hours worked, and names of persons performing the services. Upon approval in writing by the Contract Officer, or assigned designee, City will pay Consultant for all items stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City's Finance Department.

**3.3 Compensation for Additional Services.** Any compensation for additional services amounting to five percent (5%) or less of the Contract Sum may be approved by the Contract Officer or assigned designee. Any great amount of compensation for additional services must be approved by the Brawley City Council, the City Manager, or Department Head, depending upon City laws, regulations, rules, and procedures concerning public contracting. Under no circumstance shall Consultant receive compensation for additional services unless prior written approval for the Additional Services is obtained from the Contract Officer or assigned designee.

**3.4 Force Majeure.** The time period specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than the City, and unusually severe weather, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer, or assigned designee, in writing of the cause of the delay. The Contract Officer, or assigned designee, shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the forced delay when and if in the Contract Officer's judgement such delay is justified.

**4. Indemnification.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its elected and appointed officials, officers, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

The provisions of this section survive completion of the services or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

**5. Insurance.** Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein. Consultant shall provide Certificate of Insurance to City along with all required endorsements. Certificate of Insurance and endorsements must be approved by City's Risk Manager prior to commencement of performance.

**5.1** Commercial General Liability "per occurrence" coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

**5.1.1** Must include the following endorsements:

General Liability Additional Insured (The City including its elected officials, officer, employees, agents, and volunteers)  
General Liability Primary and Non-contributory

**5.2** Automobile Liability "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage. Personal Auto Declaration Page if applicable.

**5.3** Workers' Compensation coverage shall be maintained as required by the State of California.

**5.3.1** Must include the following endorsements:

Workers Compensation with Waiver of Subrogation  
Workers Compensation Declaration of Sole Proprietor if applicable

**5.4** Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

**5.5** For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

**5.6 Notice of Cancellation.** Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

**5.7 Authorized Insurers.** All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.



**5.8 Insurance Certificate.** Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City before the City signs this Agreement.

**5.9 Substitute Certificates.** Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

**5.10 Consultant's Obligation.** Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

**6. Termination.** The City and or Consultant may terminate this Agreement at any time, by giving a thirty (30) days' written notice to Consultant or City. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specially approved by the Contracting Officer or assigned designee. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

**7. Dispute Resolution.** If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

**7.1 California Law.** The Agreement shall be interpreted, construed, and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Inasmuch as performance hereunder shall occur in Imperial County, California, and legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Imperial, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**7.2 Notification of Dispute.** In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim, therefore.

**7.3 Retention of Funds.** During the period of time that the Consultant is in default, City shall hold all invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

**7.4 Attorney's Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees; provided, however, that the attorney's fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing party in the conduct of the litigation. Attorney's fees shall include attorney's fees on appeal, and in addition a party entitled to attorney's fees shall be entitled

to all other reasonable costs for investigating such action, taking depositions and testimony, and all other necessary costs the court allows which are incurred in such litigation.

**7.5** The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

**8. Ownership of Work.** All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

**9. City Cooperation.** City shall provide Consultant with any plans, publications, reports, statistics, records, or other data or information pertinent to the Services to be performed hereunder which are reasonably available to Consultant only from or through action by City.

**10. Independent Contractor Status.** Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits, compensation, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the City. Except for the Contract Sum paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws.

**11. Conflicts of Interest.** Consultant (including its employees, agents, and sub-consultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

No officer or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other compensation for obtaining this Agreement.

**12. Non-liability of City Officers and Employees.** No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event or any

default or breach by City or for any amount which may become due to Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

**13. Rebates, Kickbacks, or Other Unlawful Consideration.** Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

**14. Notices.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or sent by prepaid mail to the other party to the addresses listed below. Either party may change its address by notifying the other party of the change of address in writing.

**To City:**

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

**To Consultant:**

The Holt Group, Inc.  
James G. Holt, P.E., Secretary/CFO  
1601 N. Imperial Avenue, El  
Centro, CA 92243

**With a copy to:**

City Attorney  
William Smerdon  
PO Box 1319  
Brawley, CA 92227

**15. Miscellaneous Provisions.**

**15.1.1 Standard of Care.** Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

**15.1.2 Amendments.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties and approved by Consultant and by the City Council of City.

**15.1.3 Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

**15.2 Assignment and Delegation.** Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

**15.3 Compliance with the Law.** Consultant shall comply with all applicable federal, state, and local laws, whether or not those laws are expressly stated in this Agreement.

**15.3.1 Wage and Hour Compliance.** Consultant shall comply with applicable Federal, State, and local wage and hour laws.

**15.3.2 Non-discrimination.** Consultant represents and warrants that it is an equal opportunity employer, and it shall not discriminate against any sub-consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sexual orientation or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws; including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

**15.4 Business Entity Status.** Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time, it enters this Agreement, City may take steps to have this Agreement declared voidable.

**15.5 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement, including a City of Brawley business license, if applicable. Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement, and shall indemnify, defend (with counsel selected by the City), and hold City, its elected officials, officers, employees, and agents, free and harmless against any such fees. Consultant shall be responsible for all subcontractors' compliance with this Section.

**15.6 Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

**15.7 Construction of Agreement.** Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

**15.8 Severability.** If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

**15.9 Entire Agreement.** This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

16. **Signatures.** The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

17. **Representative of Contracting Parties.** The following principles of Consultant ("Principles") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the Services specified herein and make all decisions in connection therewith. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) stated below.

**CITY OF BRAWLEY**  
a California Municipal Corporation

**CONSULTANT**

\_\_\_\_\_

\_\_\_\_\_

By: Jimmy Duran  
Title: Interim City Manager  
Date: \_\_\_\_\_

By: James G. Holt  
Title: Secretary/CFO  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ana Gutierrez, City Clerk  
City of Brawley

APPROVED AS FORM:

\_\_\_\_\_  
By: William Smerdon, City Attorney  
City of Brawley, California

## **EXHIBIT A**

### Scope of Services

1. Services to be provided as attached hereto Proposal dated 06/06/2025.

# 6i.1

## EXHIBIT B

### Schedule of Compensation

The maximum total compensation to be paid to Consultant under this Agreement is not to exceed \$45,000.00 encompassing services from June 1, 2025, until notice of termination is provided in accordance with the provisions of this agreement.

The total maximum contract amount reflects \$12,000.00 to be reimbursed to the City by grant award 21-HOME-16105 for approved grant program activities.

The remaining balance of \$33,000 will be paid from the City general fund and shall be allocated for On-Call Planning Services.



# 6i.2

06/06/2025

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

**RE: Interim City Planning Services 2023 – THG Proposal No. 2023-017 – Contract Amendment No. 3**

Dear Mr. Duran,

The Holt Group, Inc (THG) is a local, full-service consulting firm offering planning, environmental, grant administration, engineering, construction management, and related professional services to public- and private-sector clients in Southern California for over 40 years.

THG has served as an extension of City Staff for various municipalities in the Imperial Valley for more than 25 years. THG Staff has processed numerous site plan reviews, conditional use permits (CUP's), variances, Tentative Maps, and other similar planning applications for a variety of development projects including minor residential additions, major residential subdivision projects, gas stations, commercial centers, and industrial business parks.

The Holt Group proposes to serve in the capacity of Interim City Planner providing the following **Planning Services:**

- **Land Use Applications** – process various land use applications including, but not limited to, Site Plans, Adjustment Plats, Zone Changes, Conditional Use Permits, Variances, Parcel Map Waivers, Major and Minor Subdivision Maps, General Plan and Specific Plan Amendments and Annexations.
- **Environmental Documents** – prepare Initial Studies, Notice of Exemption, Negative Declarations, and Mitigated Negative Declarations. When the scope and complexity of a project is deemed necessary, a solicitation process for Environment Consultants will be initiated. The solicitation process will be discussed and agreed upon with the City Manager.
- **Notices and Staff Reports** – prepare Public Hearing Notices and Staff Reports related to land use applications.
- **Meeting Coordination** – prepare for and attend Development Review Committee, Planning Commission, and City Council Meetings.

- **Grant Writing and Set-up** – provide grant writing services including grant set-up and program monitoring.
- **Coordination with Grant Funding Agencies** – communicate and coordinate with the grant funding agencies to ensure proper submittal and management of project progress reports and coordinate any contract agreement extensions or required documentation.
- **Programming Schedule** – monitor programming schedule and prepare project status reports, as needed on a project specific basis.
- **Long Range Planning Documents**– provide oversight and implement long range planning documents such as the Brawley Zoning Code Ordinance, General Plan, Specific Plans, etc. Revise and update planning documents as required by State Law.
- **Peer Review** – receive administrative drafts of long-range planning document revisions and updates and provide recommendation or revise to conform with City of Brawley rules and regulations and/or any relevant State or Federal Law.
- **Public Requests** – respond to public and prospective developer questions and requests regarding zoning, allowed land uses, and development standards.
- **Other Miscellaneous Planning Services** – provide other miscellaneous planning services, as needed.
- **AutoCAD** – revise and update City zoning maps, as needed.

The Holt Group proposes to complete the work items outlined above on an hourly, time, and material basis to be billed monthly. The Holt Group will provide a Staff Member to serve the Brawley Development Services Department remotely Monday through Friday with on-site coverage as needed. The Brawley Planning Development Services Department's main phone line will be directed and answered every other Friday from 8:00am to 5:00pm by a designated Holt Group Staff Member.

The following is a summary of the professional planning services and the associated fees:

Service	Personnel	Cost	Unit
<b>Interim City Planner</b>	George Galvan, AICP, Principal Planner	\$140.00	Hourly
	Cynthia Mancha, Associate Planner	\$130.00	
	Francisco Barba, Associate Planner	\$130.00	
	Melany Amarillas, Planning Technician	\$105.00	
	Erika Garcia, Planning Assistant	\$95.00	

Thank you for this opportunity to be of service. We look forward to a successful project. Should you have any questions or concerns, please do not hesitate to contact me at (760) 337-3883 or [jack@theholtgroup.net](mailto:jack@theholtgroup.net).

# 6i.2

If the Scope of Work and associated fees are acceptable to you, please sign and date below:

THE HOLT GROUP, INC.

CITY OF BRAWLEY

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James G. Holt, P.E.  
Secretary/CFO

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Jimmy Duran  
City Manager

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Date

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Date

# City of Brawley

City Council

July 15, 2025

Agenda Item No 6j



## STAFF REPORT

**To:** City Council  
**From:** Petra Ortega, Library Manager  
**Prepared by:** Petra Ortega, Library Manager  
**Subject:** **Potential action to adopt City Resolution Appointing two members to the Brawley Public Library Board of Trustees**

### RECOMMENDATION:

Discussion and Potential action to Approve Resolution 2025- Resolution of the City Council of the City of Brawley, California, appointing two members to the Brawley Public Library Board of Trustees with service terms ending June 30, 2028.

### BACKGROUND INFORMATION:

The Brawley Public Library Board of Trustees has two vacancies, with terms of service ending June 30, 2028. On July 9, 2025, a notice was published in the Desert Review advertising and requesting applications for interest in serving on the Library Board of Trustees. The City Clerk's office received one reappointment request from Liz Lorenzen, a current member.

### FISCAL IMPACT:

None

### ALTERNATIVES:

No alternative is recommended; City Council may elect not to approve the resolution and/pr extend the application period.

### ATTACHMENTS:

1. Resolution 2025- to appoint two members of the Library Board of Trustees
2. Elizabeth Lorenzen Reappointment Request

### 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 - 7/9/2025

Approved - 7/9/2025

6j.1

**RESOLUTION NO. 2025 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,  
CALIFORNIA APPOINTING MEMBERS TO FILL VACANCIES ON THE  
BRAWLEY PUBLIC LIBRARY BOARD OF TRUSTEES.**

**WHEREAS**, Resolution No. 89-50, adopted on May 15, 1989, provides that terms for appointments will be made to June 30<sup>th</sup>; and

**WHEREAS**, The Library Board of Trustees has two (2) vacancies with terms of service ending June 30, 2025; and

**WHEREAS**, a notice was published in a newspaper of general circulation on July 9, 2025 requesting applications for interest in serving on the Library Board of Trustees vacancy; and

**WHEREAS**, the deadline to be considered for appointment to the vacancy ended on July 14, 2025 at 5pm; and

**WHEREAS**, the application of \_\_\_\_\_ having been received and reviewed by the City Council of the City of Brawley; and

**WHEREAS**, the application of \_\_\_\_\_ having been received and reviewed by the City Council of the City of Brawley.

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

That the following individuals are appointed and/or reappointed to fill the vacancies on the Brawley Public Library Board of Trustees that expires on June 30, 2028.

- 1.
- 2.

**APPROVED, PASSED AND ADOPTED** at a regular meeting of the Brawley City Council held on July 15, 2025.

**CITY OF BRAWLEY, CALIFORNIA**

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

**ATTEST:**

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

6j.1

**I, Ana Gutierrez**, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Resolution No. 2025- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 15<sup>th</sup> day of July 2025 and that it was so adopted by the following roll call vote:

**AYES:**

**NAYES:**

**ABSTAIN:**

**ABSENT:**

**DATED:** July 15, 2025

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



**CITY OF BRAWLEY**

**BRAWLEY, CALIFORNIA**

**DATE:** June 30, 2025

**Elizabeth Lorenzen**  
**Brawley Public Library Board of Trustees**

Dear Elizabeth Lorenzen,

Your term on the Brawley Public Library Board of Trustees is due to expire on June 30, 2025, even though you will continue to serve until you are reappointed or a successor is appointed and qualified. This letter is to inquire whether you wish to be considered for reappointment to the City of Brawley Library Board of Trustees.

Please respond on or before July 1st, 2025, by indicating below: checking one of the boxes below.

I Elizabeth Lorenzen Brawley Public Library Board Trustee, do hereby Request:

Reappointment ☒

Resign ☐

*Elizabeth A. Lorenzen*  
Elizabeth Lorenzen 6-30-2025

Sincerely,

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Ana Gutierrez  
City Clerk