



**Brawley City Council &
Successor Agency to Brawley
Community Redevelopment Agency
Regular Meeting Agenda
February 20, 2024 at 6:00 PM
City Council Chambers
383 Main Street
Brawley, California 92227**

This meeting will be broadcast live at www.facebook.com/cityofbrawley

Ramon Castro, Mayor
Donald L. Wharton, Mayor Pro-Tempore
Gil Rebollar, Council Member
Luke Hamby, Council Member
George A. Nava, Council Member

William Smerdon, Acting Deputy City Clerk
William Smerdon, Acting City Treasurer
William S. Smerdon, City Attorney
Tyler Salcido, City Manager/
Executive Director

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA

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

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

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 jramos@brawley-ca.gov or call 760-351-3048 any time before 2:00 PM, February 20, 2024.

- a. Public Comments for Items not on the Agenda
- b. Presentation of Certificate of Recognition to the Brawley Union High School Academic Decathlon Team. Presented by Mayor Ramon Castro, Brawley City Council.

3. CONSENT AGENDA

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

- a. Approve City Council Minutes: February 6th, 2024
(1 Attachment)
- b. Approve Accounts Payable: January 27, 2024 to February 09, 2024.
(1 Attachment)
- c. Approve to ratify Letter of Support for Los Amigos De La Comunidad, Inc. dated February 5, 2024.
(1 Attachment)

4. CITY MANAGER REPORT

5. STUDY SESSION

- a. Review and discuss General Fund Projections, request additional information, and/or provide Staff direction on specific matters to focus on. Presented by Silvia Luna, Interim Finance Director.
(3 Attachments)

6. REGULAR BUSINESS

- a. Review and potential action to approve first reading of the draft ordinance designed to address concerns about noise issues in City limits. Presented by William Smerdon, City Attorney.

(1 Attachment)

- b. Review and adopt Resolution 2024-__ expressing Council’s intention to sell the real property which was dedicated to the City in 1953 for the construction of an alley. Presented by William Smerdon, City Attorney.

(2 Attachments)

- c. Review and adopt Resolution 2024-__ expressing Council’s intention to sell the real property which has been commonly referred to as the Ulloa Street property. Presented by William Smerdon, City Attorney.

(2 Attachments)

7. PUBLIC HEARING

- a. Public Hearing on the PLHA Plan for the Permanent Local Housing Allocation Program. Presented by Cynthia Mancha, Consultant City Planner.

(1 Attachment)

6. REGULAR BUSINESS

- d. Pass and adopt Resolution 2024-__ authorizing the application and adopting the PLHA Plan for the Permanent Local Housing Allocation Program. Presented by Cynthia Mancha, Consultant City Planner.

(1 Attachment)

8. CITY COUNCIL MEMBER REPORTS

9. CITY ATTORNEY REPORT

10. CLOSED SESSION

- a. EXISTING LITIGATION (C.G.C. Section §54956.9)
Conference with Legal Counsel— One (1) Case
Name of Case: Vertical Bridge Development, LLC vs. City of Brawley
- b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: Unspecified at this point.
Agency negotiator: City Manager

Negotiating parties: Clean Water Ventures
Under negotiation: Potential acquisition of acreage

ADJOURNMENT: *Regular Meeting March 05, 2024 @ 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.

William Smerdon, Deputy City Clerk

City of Brawley



Certificate of Recognition

Presented to

Brawley Union High School Academic Decathlon Team

The City of Brawley recognizes the Brawley Union High School's Academic Decathlon Team for their hard work and dedication in representing BUHS in this year's Imperial County Academic Decathlon. Having won this year's event, the BUHS team will represent the Imperial Valley at the California Academic Decathlon on March 22, 2024. The City of Brawley proudly recognizes the entire BUHS Team, wishing them continued success at the state competition in Santa Clara, California.

Ramon Castro, Mayor
City of Brawley

CITY OF BRAWLEY
February 6, 2024

The City Council of the City of Brawley, California met in regular session at 6:00 p.m., City Council Chambers, the date, time and place of said meeting was duly established. The Deputy City Clerk attests to the posting of the agenda pursuant to Cal. Govt. Code § 54954.2.

REGULAR MEETING:

Mayor Castro called the meeting to order at 6:00 p.m.

<https://www.facebook.com/cityofbrawley/videos/1076771296996238/>

PRESENT: Castro, Wharton, Rebollar, Hamby, Nava

PRESENT VIA ZOOM: None

ABSENT: None

INVOCATION: CM Hamby

PLEDGE OF ALLEGIANCE: Lloyd Miller

1. APPROVAL OF AGENDA:

The Agenda was approved. m/s/c Hamby/Rebollar 5-0

<https://www.facebook.com/cityofbrawley/videos/1076771296996238/>

2. 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 which are slanderous or which may invade an individual’s personal privacy. Please direct your comments to the City Council.

Any member of the public is invited to submit public comments in advance of the meeting to be answered at the meeting. Please email your questions to jramos@brawley-ca.gov or call 760-351-3080 any time before 2:00 pm, February 6, 2024.

Procedures to “swiftly” accommodate any reasonable request to accommodate access by disabled individuals to meetings that are accessible telephonically or through other electronic means in accordance with the Americans with Disabilities Act (“ADA”) are in place.

Notice of the procedure is provided for making requests for such reasonable accommodation is provided with the notice of the public meeting.

a. Public Comments Not on the Agenda:

1. Tina Rias made comments in Spanish. Her comments may be viewed at:

<https://www.facebook.com/cityofbrawley/videos/1076771296996238/>

2. Terry Rias translated the Spanish comments. His comments may be viewed at:
<https://www.facebook.com/cityofbrawley/videos/1076771296996238/>
- b. Proclamation In Recognition of Líderes Campesinas. Presented by Mayor Ramon Castro, City of Brawley City Council.

The presentation may be viewed at:
<https://www.facebook.com/cityofbrawley/videos/1076771296996238/>

3. CONSENT AGENDA: Items are approved by one motion. Council members or members of the public may request consent items be considered separately at a time determined by the Mayor. m/s/c Nava/Rebollar 5-0

- a. **Approved** City Council Minutes: January 16, 2024.
- b. **Approved** Accounts Payable: January 6, 2024 to January 26, 2024.
- c. **Adopted** Resolution 2024-: Approving application for Bicycle and/or Pedestrian funds allocated by the Imperial County Transportation Commission (ICTC).
- d. **Adopted** Resolution 2024-: Approving application for bus transfer terminal funds allocated by the Imperial County Transportation Commission (ICTC).
- e. **Approved** Letter of Support to Imperial Regional Alliance for the Imperial Valley Business Resource Center (IVBRC).
- f. **Approved** Memorandum of Understanding (MOU) between the City of Brawley, San Diego State University (SDSU), and San Diego State University, Imperial Valley Campus (IV-SDSU).

<https://www.facebook.com/cityofbrawley/videos/1076771296996238/>

4. CITY MANAGER REPORT:

The City Manager reported that it is budget season and invited residents to contact him with question or concerns about the budget.

<https://www.facebook.com/cityofbrawley/videos/1076771296996238/>

5. REGULAR BUSINESS:

- a. Discussion and potential action to receive and file the 2022/23 General Fund Year End Budget Report, approve the amended budget carryovers from fiscal year 2022/23 to fiscal year 2023/24, and allocations to reserves. Presented by Silvia Luna, Interim Finance Director.

The Council received and filed the General Fund Year End report. m/s/c Wharton/Nava 5-0.

<https://www.facebook.com/cityofbrawley/videos/1076771296996238/>

- b. Discussion and potential action to approve the Fiscal Year 2024/25 Operating and Capital Improvement Program Budget Timeline. Presented by Silvia Luna, Interim Finance Director.

The Budget Timeline was approved. m/s/c/ Wharton/Nava 5-0.

<https://www.facebook.com/cityofbrawley/videos/1076771296996238/>

- c. Discussion and potentially revise draft ordinance designed to address concerns about noise issues in City Limits. Presented by William Smerdon, City Attorney

Direction was given to the City Attorney re revisions to the proposed ordinance.

<https://www.facebook.com/cityofbrawley/videos/1076771296996238/>

- d. Discussion and potential action to award the contract to Top Builders Construction, Inc. for Project No. 2024-06 Senior Center Garden ADA Project, and allow the City Manager to execute all documents related to the project. Presented by Thomas Garcia, Assistant to the City Manager

The contract was awarded to Top Builders Construction, Inc. m/s/c Nava/Wharton 5-0.

<https://www.facebook.com/cityofbrawley/videos/1076771296996238/>

- e. Discussion and potential action to approve Los Amigos de la Comunidad request to close Main Street and a portion of North and South Plaza Streets to hold the annual Cesar Chavez Celebration. Secondly, approve request by Los Amigos de la Comunidad to sell alcohol during the event. Presented by Thomas Garcia, Assistant to the City Manager.

The Council approved the request for street closure. m/s/c Nava/Rebollar 5-0. Council approved the request to sell alcohol. m/s/c Nava/Rebollar 4-1 Hamby voted no.

<https://www.facebook.com/cityofbrawley/videos/1076771296996238/>

- f. Discussion and potential action to approve Proyecto Heber's request to close Main Street and a portion of North and South Plaza Streets for the Nuestras Raices Show. Presented by Thomas Garcia, Assistant to the City Manager.

Council approved the request. m/s/c Nava/Hamby 5-0.

<https://www.facebook.com/cityofbrawley/videos/1076771296996238/>

- g. Discussion and potential action to approve Professional Services Agreement Amendment with First Carbon Solutions International, Inc. for additional revisions of the project description for Rancho Los Lagos Specific Plan Project, for a not to 3 exceed amount of \$65,560; and authorize the City Manager to execute the agreement. Presented by Thomas Garcia, Assistant to the City Manager.

Council approved the professional services agreement. m/s/c Nava/Wharton 5-0.

<https://www.facebook.com/cityofbrawley/videos/1076771296996238/>

- h. Discussion and potential action to award SB1 Street Improvements Project at Various Locations to LC Paving and Sealing Inc. Presented by Rom Medina, Director of Public Works Operations & Maintenance.

Council awarded the project to LC Paving and Sealing Inc. m/s/c Nava/Hamby 5-0.

<https://www.facebook.com/cityofbrawley/videos/1076771296996238/>

- i. Discussion and potential action to authorize Amendment No. 1 to the agreement with NV5 to provide Professional Engineering Services as needed. Presented by Rom Medina, Director of Public Works Operations & Maintenance.

Council authorized Amendment No.1 to the agreement with NV5. m/s/c Nava/Wharton 5-0.

<https://www.facebook.com/cityofbrawley/videos/1076771296996238/>

- j. Discussion and potential action to approve the funding for the creation of a Code Enforcement Officer and Code Enforcement Division. Presented by Tyler Salcido, City Manager.

Council approved the funding for the new position. m/s/c Nava/Hamby 5-0.

<https://www.facebook.com/cityofbrawley/videos/1076771296996238/>

6. INFORMATIONAL REPORTS

- a. Monthly Staffing Report for February, 2024.

Council members reviewed the reports prior to the meeting.

7. CITY COUNCIL MEMBER REPORTS:

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

<https://www.facebook.com/cityofbrawley/videos/1076771296996238/>

8. CITY ATTORNEY REPORT:

The City Attorney reported that there was nothing to discuss in regard to matter number one on the closed session agenda inasmuch as we are still waiting for the Court’s decision regarding the City’s motion to recover attorneys’ fees. He deferred the remainder of the report to Closed Session

<https://www.facebook.com/cityofbrawley/videos/1076771296996238/>

9. CLOSED SESSION:

- a. EXISTING LITIGATION (C.G.C. Section §54956.9)

Conference with Legal Counsel— One (1) Case Name of Case: Vertical Bridge Development, LLC vs. City of Brawley

This item was addressed in the City Attorney’s report, there was nothing to discuss.

b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APNS 049-060-016-00; 049-060-039-000; and 049-060-040-000
Agency negotiator: City Manager
Negotiating parties: AMG Associates, LLC
Under negotiation: Disposition of City Land

Information was provided to the Council regarding this matter. No action was taken.

Property: APNS 047-231-013 and 014
Agency negotiator: City Manager
Negotiating parties: Mark Gaddis
Under negotiation: Disposition of City Land.

Information was provided to Council. No action was taken.

The meeting was adjourned at 8:30 p.m.

William Smerdon, Deputy City Clerk

City of Brawley



City Council
February 20, 2024
Agenda Item No. 3b

STAFF REPORT

To: City Council
From: Silvia Luna, Acting Finance Director
Prepared by: Maria Padilla, Senior Accounting Assistant
Subject: Demand check registers processed from Jan. 27, 2024 to Feb. 09, 2024

RECOMMENDATION:

Approve demand check registers processed from Jan. 27, 2024 to Feb. 09, 2024.

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	195	104	0.00	285,574.93
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-127,098.88
Bank Drafts	14	14	0.00	268,705.34
EFT's	12	8	0.00	611,466.87
	221	128	0.00	1,038,648.26

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

Tyler Salcido, City Manager

Silvia Luna, Interim Finance Director

Status – Date of Status

Approved – 01/08/2024

Approved – 01/08/2024



City of Brawley

3b.1 Check Report

By Check Number

Date Range: 01/27/2024 - 02/09/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: US Bank-US Bank Operating Account						
02405	Brawley Analytical Inc.	02/02/2024	EFT	0.00	4,480.00	571
0111	Invoice	02/01/2024	Pond Liner Material/Sludge from Liner Pro...	0.00	4,480.00	
00478	Delta Dental	02/02/2024	EFT	0.00	16,616.30	572
BE005847741	Invoice	02/01/2024	Jan 2024 Insurance	0.00	8,221.77	
BE005905406	Invoice	01/31/2024	Feb 2024 Dental Insurance	0.00	8,394.53	
02427	Layfield USA Corporation	02/02/2024	EFT	0.00	290,319.58	573
E10736	Invoice	01/31/2024	WTP Pond Liner Replacement	0.00	290,319.58	
01044	Lee & Ro Inc	02/02/2024	EFT	0.00	1,910.00	574
1183-08/09	Invoice	01/31/2024	WWTP Ultra Violet Disinfection Facility Up...	0.00	1,910.00	
02242	Andrade Acquisitions	02/09/2024	EFT	0.00	84,023.32	575
3	Invoice	02/08/2024	Fire Department Bathroom Remodel	0.00	84,023.32	
02405	Brawley Analytical Inc.	02/09/2024	EFT	0.00	2,502.00	576
0101	Invoice	02/02/2024	Water Testing/Labs	0.00	2,502.00	
02151	Paychex, Inc.	02/09/2024	EFT	0.00	4,483.44	577
26768	Invoice	02/08/2024	WE 1/21/24/IT Temp/William Huang	0.00	947.20	
26769	Invoice	02/01/2024	WE 1/21/24/Finance Temp/Karina Navarro	0.00	1,045.44	
26779	Invoice	02/08/2024	WE 1/28/24/IT Temp/William Huang	0.00	1,184.00	
26780	Invoice	02/06/2024	WE 1/28/24/Finance Temp/Karina Navarro	0.00	1,306.80	
01665	The Bank of New York Mellon Trust CO N.A.	02/09/2024	EFT	0.00	207,132.23	578
1-24 BRAWLEY20...	Invoice	02/02/2024	Taxable Pension Obligation Bonds Series 2...	0.00	207,132.23	
00075	Allied Waste Services #467	02/07/2024	Regular	0.00	-127,098.88	301725
00239	Brawley Police Sergeant's Asso	01/29/2024	Regular	0.00	400.00	302256
INV0003835	Invoice	01/26/2024	Union Dues	0.00	400.00	
00240	Brawley Public Safety Employee	01/29/2024	Regular	0.00	2,170.00	302257
INV0003834	Invoice	01/26/2024	Union Dues	0.00	2,170.00	
00287	California State Disbursement	01/29/2024	Regular	0.00	1,072.92	302258
INV0003823	Invoice	01/26/2024	Child Support Deductions	0.00	1,072.92	
00660	Franchise Tax Boards State Of California	01/29/2024	Regular	0.00	150.00	302259
INV0003837	Invoice	01/26/2024	Earnings Withholding	0.00	150.00	
00799	Imperial County Sheriff Civil Division	01/29/2024	Regular	0.00	50.00	302260
INV0003824	Invoice	01/26/2024	Earnings Withholdings	0.00	50.00	
01658	Teamsters Local #542	01/29/2024	Regular	0.00	1,368.00	302261
INV0003836	Invoice	01/26/2024	Union Dues	0.00	1,368.00	
01717	United Way of Imperial County	01/29/2024	Regular	0.00	5.00	302262
INV0003832	Invoice	01/26/2024	United Way Deductions	0.00	5.00	
00002	360 Business Products	02/02/2024	Regular	0.00	700.38	302263
OE-65341-1	Invoice	01/31/2024	Storage Cabinet	0.00	700.38	
00084	Alsco American Linen Div Steiner Corp	02/02/2024	Regular	0.00	448.37	302264
LYUM1775671	Invoice	02/01/2024	Cleaning Services/Supplies/PD	0.00	157.77	
LYUM1778992	Invoice	02/01/2024	Cleaning Services/Supplies/City Hall	0.00	37.36	
LYUM1778993	Invoice	02/01/2024	Cleaning Services/Supplies/Parks/Admin	0.00	176.10	

Check Report

Date Range: 01/27/2024 - 02/09/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payable Amount	Invoice Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
LYUM1778999	Invoice	02/01/2024	Cleaning Services/Supplies/WTP	0.00	77.14	
02023	Ashworth Leininger Group	02/02/2024	Regular	0.00	4,118.75	302265
37543	Invoice	01/31/2024	Agreement for ALG for the support of pre...	0.00	4,118.75	
00168	AT&T CalNet	02/02/2024	Regular	0.00	3,272.96	302266
1-24ATTCalnet	Invoice	02/01/2024	Telephone Services/Various Depts/12/20/...	0.00	3,272.96	
00172	ATCO International	02/02/2024	Regular	0.00	96.62	302267
I0623840	Invoice	01/31/2024	Gloves	0.00	96.62	
00176	Auto Zone Inc #2804	02/02/2024	Regular	0.00	30.05	302268
2804970222	Invoice	01/31/2024	Auto Wash	0.00	30.05	
00213	Big State Industrial Supply Inc	02/02/2024	Regular	0.00	225.34	302269
1537772	Invoice	02/01/2024	PVC Dipped Gloves	0.00	225.34	
02292	Blu Bulk Transport Inc	02/02/2024	Regular	0.00	86.75	302270
2591019	Invoice	01/31/2024	Bulk Spring Water Delivery/FD#1	0.00	52.75	
2592100	Invoice	01/31/2024	Bulk Spring Water Delivery/FD#2	0.00	30.00	
2593293	Invoice	01/31/2024	Maintenance ss tank IV/FD#1	0.00	2.00	
2593294	Invoice	01/31/2024	Maintenance ss tank IV/FD#2	0.00	2.00	
02263	Brandon Mathew Self	02/02/2024	Regular	0.00	80.00	302271
1-24BasketballW...	Invoice	01/31/2024	Youth Basketball 2024/Rec/Jan 22	0.00	80.00	
00228	Brawley Ace Hardware	02/02/2024	Regular	0.00	52.50	302272
I46951/2	Invoice	01/30/2024	Ladder Protectors	0.00	17.23	
I47146/2	Invoice	01/30/2024	Cut-Off Wheel/Duct Tape/Electrical Tape	0.00	15.89	
I47832/2	Invoice	01/30/2024	Leader Hose	0.00	19.38	
00248	Brenntag Pacific Inc	02/02/2024	Regular	0.00	5,908.13	302273
BPI403690	Invoice	01/31/2024	OPEN PO FOR CHEMICAL FY 23-24	0.00	5,908.13	
00258	BSK Associates	02/02/2024	Regular	0.00	1,459.00	302274
RH00003	Invoice	02/01/2024	Monthly Pretreatment Analysis & Pickup 2...	0.00	1,459.00	
00299	Canon Financial Services Inc	02/02/2024	Regular	0.00	607.80	302275
31858479	Invoice	01/29/2024	Copier Usage/Contract Charge/City Hall/D...	0.00	607.80	
00392	Core & Main LP	02/02/2024	Regular	0.00	12,337.09	302276
U290260	Invoice	01/31/2024	Commercial fire hydrants	0.00	12,337.09	
02191	Data Ticket Inc	02/02/2024	Regular	0.00	200.00	302277
160278	Invoice	01/31/2024	Code Enforcement Processing/December ...	0.00	200.00	
00487	Dept of Toxic Substances Control	02/02/2024	Regular	0.00	2,280.00	302278
IM0016975	Invoice	01/29/2024	Hazardous Material/Facility ID FA0000813...	0.00	1,140.00	
IM0017033	Invoice	01/29/2024	Hazardous Material/Facility ID FA0001489...	0.00	1,140.00	
00497	Desert RV	02/02/2024	Regular	0.00	718.03	302279
1258	Invoice	01/31/2024	Replaced Windshield	0.00	668.05	
1389	Invoice	01/31/2024	Wiper Blades	0.00	49.98	
00565	Emergency Medical Products Inc	02/02/2024	Regular	0.00	993.59	302280
2605184	Invoice	01/31/2024	Test Strips/Gloves/Airway Kit/IV Exten Set...	0.00	993.59	
02266	Emilia Mata	02/02/2024	Regular	0.00	64.00	302281
1-24BasketballW...	Invoice	01/31/2024	Youth Basketball 2024/Rec/Jan 22	0.00	64.00	
00569	Empire Southwest LLC	02/02/2024	Regular	0.00	2,968.78	302282
EPWK0590606	Invoice	01/31/2024	Trouble Shoot Engine & Generator	0.00	2,384.78	
EPWK0591426	Invoice	01/31/2024	Performed Transfer Switch	0.00	292.00	
EPWK0591429	Invoice	01/31/2024	Performed Transfer Switch	0.00	292.00	
02468	Eric Franklin	02/02/2024	Regular	0.00	480.00	302283

Check Report

Date Range: 01/27/2024 - 02/09/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payable Amount	Invoice Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1-24BasketballW...	Invoice	01/31/2024	Youth Basketball 2024/Rec/Jan 19	0.00	120.00	
1-24BasketballW...	Invoice	01/31/2024	Youth Basketball 2024/Rec/Jan 22 - 24	0.00	360.00	
02464	Faith Funez	02/02/2024	Regular	0.00	128.00	302284
1-24BasketballW...	Invoice	01/31/2024	Youth Basketball 2024/Rec/Jan 22 & 25	0.00	128.00	
02423	Fluidyne Corporation	02/02/2024	Regular	0.00	4,435.00	302285
7230	Invoice	01/31/2024	Rotron Regenerative Blower	0.00	4,435.00	
00720	GovConnection Inc	02/02/2024	Regular	0.00	1,154.41	302286
74883293	Invoice	01/31/2024	Adobe Software/VIP-G CC Ent LGA Rnw	0.00	838.51	
74892265	Invoice	01/31/2024	Monitors	0.00	315.90	
00763	Home Grown Apparel	02/02/2024	Regular	0.00	424.54	302287
45968	Invoice	01/31/2024	Brawley Fire Patches	0.00	424.54	
00776	I. V. Termite & Pest Control	02/02/2024	Regular	0.00	197.00	302288
0332368	Invoice	01/31/2024	Commercial Building/General Pest Control...	0.00	47.00	
0333390	Invoice	01/31/2024	Pest Control/Bees on Tree	0.00	150.00	
00797	Imperial County Public Health	02/02/2024	Regular	0.00	562.00	302289
IN0040880	Invoice	01/31/2024	2024 Annual Permit Billing/LionsCtrPool/F...	0.00	163.00	
IN0041283	Invoice	01/30/2024	2024 Annual Permit Billing/Splash Pad/FA...	0.00	399.00	
00809	Imperial Printers	02/02/2024	Regular	0.00	3,680.37	302290
23-3578	Invoice	02/01/2024	Parks & Rec Work Orders	0.00	194.28	
23-3583	Invoice	01/31/2024	Otter Decals	0.00	215.50	
23-3584	Invoice	01/31/2024	Magnets Help Conserve Water	0.00	285.65	
23-3585	Invoice	01/31/2024	Kids Flyer Eng/Span	0.00	282.31	
23-3586	Invoice	01/31/2024	Adult Flyer Eng/Span	0.00	282.31	
23-3587	Invoice	01/31/2024	Water Spanish Flyer	0.00	293.64	
23-3588	Invoice	01/31/2024	Water English Flyer	0.00	293.64	
23-3765	Invoice	01/31/2024	Bags	0.00	1,833.04	
00821	Imperial Valley Occupational Medicine	02/02/2024	Regular	0.00	643.00	302291
3468	Invoice	01/31/2024	Physical/X-Ray/Audiogram/Vision Exam/M...	0.00	488.00	
3496	Invoice	01/31/2024	Physical/Audiogram/Vision Exam/M Sonico	0.00	155.00	
00861	Jade Security Systems Inc	02/02/2024	Regular	0.00	59.99	302292
0205198	Invoice	01/31/2024	Electronic Fire Alarm Monitoring/WTP	0.00	59.99	
02463	Jessica Ubence	02/02/2024	Regular	0.00	128.00	302293
1-24BasketballW...	Invoice	01/31/2024	Youth Basketball 2024/Rec/Jan 23 & 24	0.00	128.00	
00903	JNE Polygraph LLC	02/02/2024	Regular	0.00	850.00	302294
1777	Invoice	01/30/2024	Pre-Employment Polygraph Tests/Steinsei...	0.00	850.00	
00925	Johnson Controls Security Solutions	02/02/2024	Regular	0.00	339.92	302295
39735647	Invoice	01/31/2024	Alarm Monitoring/Admin/Feb 2024	0.00	339.92	
00979	K-C Welding Rentals Inc	02/02/2024	Regular	0.00	1,292.98	302296
45844	Invoice	01/31/2024	Chainsaw/Battery	0.00	1,292.98	
01025	LaBrucherie Irrigation Supp LLC	02/02/2024	Regular	0.00	464.22	302297
OM37368	Invoice	01/31/2024	Valve/Adapter/Coupling/Wet or Dry Cem...	0.00	368.04	
OM37406	Invoice	01/31/2024	PGV Inline Valve	0.00	96.18	
02171	Leslie Castaneda	02/02/2024	Regular	0.00	408.19	302298
2-24Travel	Invoice	01/30/2024	Travel Adv/P3S Conference/CWEA	0.00	408.19	
02267	Mariah Paramo Gibson	02/02/2024	Regular	0.00	128.00	302299
1-24BasketballW...	Invoice	01/31/2024	Youth Basketball 2024/Rec/Jan 23 & 25	0.00	128.00	
01259	New Border Tactical, Inc	02/02/2024	Regular	0.00	193.66	302300
A203925	Invoice	01/31/2024	Pants/Uniforms/F Arizaga	0.00	193.66	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payable Amount	Invoice Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
01288 46122	Ojeda Industries Invoice	01/31/2024	02/02/2024 Regular Liquid Filled Gauges	0.00	29.11	302301
01358 2-24LifeInsurance	Principal Life Insurance Company Invoice	01/31/2024	02/02/2024 Regular Life Insurance/February 2024	0.00	3,489.63	302302
01526 24BRAWFDN06	San Diego County RCS Invoice	01/31/2024	02/02/2024 Regular Fire radios on the 800 MHz network/Dec ...	0.00	1,026.00	302303
01565 1-24Reimburse	Shirley Bonillas Invoice	02/01/2024	02/02/2024 Regular Snacks for Council Meetings	0.00	63.96	302304
02005 1-24BasketballW...	Sirah Overton Invoice	01/31/2024	02/02/2024 Regular Youth Basketball 2024/Rec/Jan 24	0.00	64.00	302305
01596 11-23GasLiftStati... 1-24GasLiftStation	Southern California Gas Co Invoice Invoice	01/31/2024 02/01/2024	02/02/2024 Regular Natural Gas Consumption/10/9/23 - 11/8/... Natural Gas Consumption/12/8/23 - 1/9/24	0.00 0.00	17.12 18.24	302306
01622 2-24Travel	Steve Mireles Invoice	01/30/2024	02/02/2024 Regular Travel Adv/P3S Conference/CWEA	0.00	1,807.57	302307
01884 148964400-0001 149240424-0001	Sunbelt Rentals Invoice Invoice	01/31/2024 01/31/2024	02/02/2024 Regular Demolition Hammer Rental Adjusted Carb on Unit/Pole Hedger	0.00 0.00	185.46 140.46 45.00	302308
01649 1-24TMobileBldng	T-Mobile USA Inc Invoice	01/31/2024	02/02/2024 Regular Ipad Usage/Building Dept/12/21/23 - 1/20...	0.00	61.60	302309
01732 14332272 MT 14333191 MT	Valley Pest Services Inc Invoice Invoice	02/01/2024 02/01/2024	02/02/2024 Regular Monthly Pest Control/Admin Monthly Pest Control/Admin	0.00 0.00	90.00 45.00 45.00	302310
01738 9954320772	Verizon Wireless Invoice	01/25/2024	02/02/2024 Regular Mobile Broadbnd/Alyce Gereux Park/12/1...	0.00	152.04	302311
01757 819698228 819698230	Vision Service Plan (CA), I Invoice Invoice	01/31/2024 01/31/2024	02/02/2024 Regular Vision Insurance Plan C/February 2024 Vision Insurance Plan B/February 2024	0.00 0.00	2,031.18 1,294.24 736.94	302312
01768 1310 4867 8051 ... 4713 2242 7795 ...	Wal-Mart Stores Inc #01-1555 Invoice Invoice	01/31/2024 01/31/2024	02/02/2024 Regular Whistles Wall Mount	0.00 0.00	116.77 53.20 63.57	302313
01772 82191067 82191068 82191086	Waxie Sanitary Supply Invoice Invoice Invoice	01/31/2024 01/31/2024 01/31/2024	02/02/2024 Regular Bath Tissue/Paper Towels/Cleaner/Soap Bath Tissue/Paper Towels/Cleaner/Soap/S... Cleaner/Paper Towels/Bath Tissue/Soap/B...	0.00 0.00 0.00	1,391.81 398.68 539.87 453.26	302314
01780 0080561478 0080561479	Westair Gases & Equipment Inc Invoice Invoice	01/31/2024 01/31/2024	02/02/2024 Regular Medical Oxygen/Cylinder Rental Medical Oxygen/Cylinder Rental/Acetylene	0.00 0.00	436.96 191.65 245.31	302315
00009 1830	AA Electric Invoice	02/06/2024	02/09/2024 Regular Ran New Conduit/Installed Wall Packs & C...	0.00	2,586.80	302321
00015 160866-00	Acme Safety & Supply Corp Invoice	02/06/2024	02/09/2024 Regular Engr Grade Signs/DUI Checkpoint Signs	0.00	303.10	302322
00075 0467-001701468 0467-001702201	Allied Waste Services #467 Invoice Invoice	02/08/2024 02/06/2024	02/09/2024 Regular Solid Waste Services/January 2024 Street Sweeping Services/January 2024	0.00 0.00	153,796.65 132,210.66 21,585.99	302323
00184 CA41323-2441	Babcock Laboratories Inc Invoice	02/07/2024	02/09/2024 Regular Water Testing/Labs	0.00	690.00	302324

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payable Amount	Payable Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount		
00217	Blackstone Audio, Inc.	02/09/2024	Regular	0.00	124.83		302325
2137782	Invoice	02/01/2024	Audiobooks/Retail CD	0.00	124.83		
00228	Brawley Ace Hardware	02/09/2024	Regular	0.00	1,442.56		302326
I45076/2	Invoice	02/06/2024	OSB Board/Knife/Hammer Tacker/Nails/St...	0.00	77.34		
I45259/2	Invoice	02/06/2024	Paint/Spray Paint/Paint Roller/Paint Brush	0.00	273.53		
I45417/2	Invoice	02/01/2024	Jailer Ring Key Chain/Caulking Gun	0.00	15.28		
I45466/2	Invoice	02/06/2024	Roofing Nails	0.00	6.02		
I45586/2	Invoice	02/06/2024	Cleaning Cloths	0.00	14.20		
I47138/2	Invoice	02/06/2024	Wiper Blades	0.00	25.84		
I47316/2	Invoice	02/06/2024	Tie Wire	0.00	15.07		
I47729/2	Invoice	02/02/2024	Chain Pass/Floor Scrubber/Hose/Valve/Lin...	0.00	247.23		
I47752/2	Invoice	02/06/2024	Door Rollers	0.00	12.91		
I47856/2	Invoice	02/02/2024	Screwdriver Bit Set/Work Light	0.00	149.74		
I47931/2	Invoice	02/02/2024	Luggage Lock/Padlock	0.00	36.61		
I48421/2	Invoice	02/07/2024	Trash Bags/Tarp Strap/Bungee Cord/Soap...	0.00	92.47		
I50475/2	Invoice	02/07/2024	AA Batteries	0.00	47.39		
I50977/2	Invoice	02/07/2024	Air Filters	0.00	15.47		
I51237/2	Invoice	02/07/2024	Storage Tote/Face Shield/Bags/Ratchet/T...	0.00	244.80		
I51497/2	Invoice	02/07/2024	Cleaner/Spray Paint/Grinding Wheel/Grin...	0.00	168.66		
	Void	02/09/2024	Regular	0.00	0.00		302327
00299	Canon Financial Services Inc	02/09/2024	Regular	0.00	669.47		302328
31858475	Invoice	02/01/2024	Copier Contract Charge/Library/Jan 2024	0.00	105.36		
31858477	Invoice	02/01/2024	Copier Contract Charge/PW/Feb 2024	0.00	400.83		
31858478	Invoice	02/01/2024	Copier Usage/Library/Dec 2023	0.00	3.81		
31874359	Invoice	02/01/2024	Copier Contract Charge/Planning/Jan 2024	0.00	159.47		
00324	CDW Government Inc	02/09/2024	Regular	0.00	43.88		302329
NT95040	Invoice	02/06/2024	Acer Limited Onsite Warranty	0.00	43.88		
00486	Department of Transportation	02/09/2024	Regular	0.00	12,974.14		302330
SL240412	Invoice	02/06/2024	Signals & Lighting Billing/Oct 2023 - Dec 2...	0.00	12,974.14		
00498	Desert Valley Power Systems	02/09/2024	Regular	0.00	219.00		302331
2605	Invoice	02/02/2024	Annual Service Contract for Emergency Ge...	0.00	219.00		
00569	Empire Southwest LLC	02/09/2024	Regular	0.00	1,210.29		302332
EMPS6226781	Invoice	02/02/2024	Batteries	0.00	920.29		
EPWK0593667	Invoice	02/07/2024	Full System Inspection/WTP Generator	0.00	290.00		
00654	Florence Filter Corporation	02/09/2024	Regular	0.00	212.47		302333
IN-2024-00167	Invoice	02/07/2024	Poly Disposable Filters	0.00	212.47		
02327	Garda CL West Inc. Lockbox #233209	02/09/2024	Regular	0.00	316.39		302334
10769961	Invoice	02/01/2024	Armored Transport Service/February 2024	0.00	316.39		
00741	Hach Company Inc	02/09/2024	Regular	0.00	3,071.96		302335
13898025	Invoice	02/06/2024	Laser Turbidimeter	0.00	3,071.96		
01722	HD Supply, Inc.	02/09/2024	Regular	0.00	1,225.95		302336
INV00240745	Invoice	02/01/2024	Pressure & Flow Tester/Float Switch/Dye/...	0.00	1,225.95		
00820	Humane Society of Imperial County	02/09/2024	Regular	0.00	6,000.00		302337
01102024	Invoice	02/01/2024	MONTHLY SERVICE - Animal Housing & Ca...	0.00	6,000.00		
00797	Imperial County Public Health	02/09/2024	Regular	0.00	1,246.00		302338
23839	Invoice	02/06/2024	Coliform Water Analysis/Nov 2023	0.00	1,246.00		
02478	INC Builders, Inc.	02/09/2024	Regular	0.00	2,473.41		302339
26784	Invoice	02/08/2024	Placement Fee/Karina Navarro	0.00	2,473.41		
02476	Jon Cazares	02/09/2024	Regular	0.00	1,106.50		302340
2-24Travel	Invoice	02/08/2024	Basic SRO Course/NASRO	0.00	1,106.50		

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payable Amount	Invoice Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00929	Jonathan Gutierrez	02/09/2024	Regular	0.00	19.26	302341
2-24Reimburse	Invoice	02/06/2024	Reimburse Life Insurance Post Tax Overpa...	0.00	19.26	
00995	Kaz-Bros Design Shop	02/09/2024	Regular	0.00	3,178.60	302342
9174	Invoice	02/01/2024	Junior Officer Decals	0.00	862.00	
9185	Invoice	02/01/2024	Custom Signs/Installation	0.00	2,316.60	
00979	K-C Welding Rentals Inc	02/09/2024	Regular	0.00	1,083.93	302343
190300	Invoice	02/02/2024	Safety Boots/Anthony Padilla	0.00	275.00	
190301	Invoice	02/02/2024	Safety Boots/David Villalobos	0.00	205.66	
190420	Invoice	02/02/2024	Safety Boots/Mink Oil/Cesar Nevarez	0.00	215.40	
46061	Invoice	02/06/2024	Delux-Cut Blades	0.00	323.23	
46198	Invoice	02/07/2024	A-Frame Jack	0.00	64.64	
01025	LaBrucherie Irrigation Supp LLC	02/09/2024	Regular	0.00	2,001.96	302344
OM37440	Invoice	02/01/2024	PVC Pipe/Coupling/Tee/Ball Valve	0.00	22.63	
OM37442	Invoice	02/01/2024	Coupling/ElI/Bushing/P-70 Primer/Glue/Pi...	0.00	176.57	
OM37464	Invoice	02/02/2024	Vacuum Repair Kit	0.00	9.78	
OM37511	Invoice	02/01/2024	Pop-Up Rotors/Riser Extender	0.00	486.43	
OM37529	Invoice	02/01/2024	Adjustable Nozzles	0.00	24.24	
OM37531	Invoice	02/01/2024	Pop-Up w/Nozzles/Adj Spray Pop-Up	0.00	81.02	
OM37533	Invoice	02/01/2024	Valve Diaphragm Assembly	0.00	13.13	
OM37541	Invoice	02/01/2024	Controller w/Solenoid/Irritrol/Barb/Pipe/...	0.00	817.50	
OM37588	Invoice	02/07/2024	Tee/Couplings/Adapter	0.00	197.32	
OM37590	Invoice	02/07/2024	Male Adapter/Silicone Grease	0.00	43.70	
OM37593	Invoice	02/07/2024	Tubing Stakes	0.00	4.04	
OM37634	Invoice	02/01/2024	PVC Pipe/Coupling/Tee/Wet/Dry Cement	0.00	61.37	
OM37650	Invoice	02/01/2024	Nested Couplings	0.00	21.55	
OM37655	Invoice	02/01/2024	Irritrol Cap	0.00	39.88	
OM37668	Invoice	02/01/2024	Couplings	0.00	2.80	
02473	Lily Valadez	02/09/2024	Regular	0.00	100.00	302345
R00140953	Invoice	02/08/2024	Facility Deposit Refund/Parks & Rec	0.00	100.00	
01096	Mallory Safety & Supply LLC	02/09/2024	Regular	0.00	18.10	302346
5802042	Invoice	02/01/2024	Safety Glasses	0.00	18.10	
01183	McNeece Bros Oil Company	02/09/2024	Regular	0.00	2,276.81	302347
340719	Invoice	02/02/2024	9V Batteries	0.00	125.68	
341378	Invoice	02/06/2024	Morlina Oil	0.00	907.21	
341379	Invoice	02/06/2024	Morlina Oil	0.00	1,243.92	
02418	Michael Garcia	02/09/2024	Regular	0.00	428.05	302348
2-24Travel	Invoice	02/06/2024	Travel Adv/Training Coordinator Course/F...	0.00	428.05	
02009	National Association of School Resource Officer	02/09/2024	Regular	0.00	550.00	302349
50488	Invoice	02/06/2024	Basic SRO Course/Jon Cazares	0.00	550.00	
02295	Nicklaus Engineering Inc.	02/09/2024	Regular	0.00	4,500.00	302350
0036202	Invoice	02/08/2024	WW Treatment Plant Phase I & Asb/Profes...	0.00	4,500.00	
01282	O'Reilly Auto Parts	02/09/2024	Regular	0.00	317.42	302351
2648-466560	Invoice	02/01/2024	Wiper Blades	0.00	35.71	
2648-466578	Invoice	02/01/2024	Battery/Mower 89	0.00	163.36	
2648-466994	Invoice	02/01/2024	Wiper Blades	0.00	118.35	
01327	Petty Cash - Brawley PD	02/09/2024	Regular	0.00	146.39	302352
2-24PettyCash	Invoice	02/08/2024	Gift Bags/Monitors/Postage/Supplies	0.00	146.39	
01361	Pro Record Storage Inc	02/09/2024	Regular	0.00	204.27	302353
0029927	Invoice	02/06/2024	Storage/Tracking/Shredding Srvc/City Hall/..	0.00	204.27	
01379	R & K Air Conditioning	02/09/2024	Regular	0.00	1,158.60	302354
50976	Invoice	02/01/2024	Checked Systems/Repairs/Library	0.00	908.56	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payable Amount	Payable Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
51193	Invoice	02/01/2024	Checked System/Replaced Pole Contactor...	0.00	250.04	
01389	Railroad Management Co LLC	02/09/2024	Regular	0.00	1,313.14	302355
498587	Invoice	02/06/2024	12-Inch Water Distribution Pipeline S7155...	0.00	656.57	
498588	Invoice	02/06/2024	12-Inch Water Distribution Pipeline S7155...	0.00	656.57	
01444	Rick's Group Diesel Inc	02/09/2024	Regular	0.00	2,770.97	302356
1925781	Invoice	02/01/2024	Bit Inspection/Replaced Hose, Valve & Fitt...	0.00	728.85	
1925788	Invoice	02/01/2024	Inspectn/Smog Test/Replaced Decal, Extg ...	0.00	700.85	
1925804	Invoice	02/01/2024	Bit Inspectn/Replaced Light &Grommet/R...	0.00	451.58	
1925826	Invoice	02/06/2024	Inspection/Replaced Bulbs & Lamp/Install...	0.00	889.69	
02238	RingCentral Inc.	02/09/2024	Regular	0.00	1,200.00	302357
INVA435251	Invoice	02/06/2024	Professional Services	0.00	1,200.00	
01602	Spectrum Advertising	02/09/2024	Regular	0.00	500.00	302358
15620	Invoice	02/01/2024	January Council Meeting 1/16/24	0.00	500.00	
01884	Sunbelt Rentals	02/09/2024	Regular	0.00	775.02	302359
148929130-0001	Invoice	02/02/2024	Weed Eater String Wire	0.00	86.19	
148982428-0001	Invoice	02/02/2024	Weed Eater Stihl Heads	0.00	96.59	
149031659-0001	Invoice	02/01/2024	Replaced Fuel Water Septrr/Removed Die...	0.00	592.24	
01649	T-Mobile USA Inc	02/09/2024	Regular	0.00	1,940.45	302360
1-24TMobilePD	Invoice	02/07/2024	On Call PD Cell Phone Usage/12/21/23 - 1...	0.00	1,909.65	
1-24TMobilePW	Invoice	02/06/2024	Ipad Usage/PW/12/21/23 - 1/20/24	0.00	30.80	
01732	Valley Pest Services Inc	02/09/2024	Regular	0.00	360.00	302361
14334045 MT	Invoice	02/01/2024	Monthly Pest Control/Admin	0.00	45.00	
14334799 MT	Invoice	02/01/2024	Monthly Pest Control/Lions Center	0.00	45.00	
14334907 MT	Invoice	02/01/2024	Monthly Pest Control/Admin	0.00	45.00	
14334909 MT	Invoice	02/01/2024	Monthly Pest Control/Lawn Service/PW	0.00	50.00	
14334910 MT	Invoice	02/01/2024	Monthly Pest Control/Planning	0.00	45.00	
14334911 MT	Invoice	02/01/2024	Monthly Pest Control/City Hall	0.00	45.00	
14334912 MT	Invoice	02/01/2024	Rodent Control/City Hall	0.00	85.00	
01756	Vision Care Center	02/09/2024	Regular	0.00	218.00	302362
11-23Rodriguez	Invoice	02/06/2024	Safety Glasses/Leonardo Rodriguez	0.00	218.00	
01768	Wal-Mart Stores Inc #01-1555	02/09/2024	Regular	0.00	256.67	302363
6720 1448 0845 ...	Invoice	02/08/2024	Storage Containers	0.00	151.80	
6720 8424 9818 ...	Invoice	02/01/2024	Napkins/Plates/Cups/Drinks/Snacks	0.00	104.87	
01782	Western Growers Insurance Svcs	02/09/2024	Regular	0.00	259.10	302364
BRAWLEY-01-LC-...	Invoice	02/08/2024	Injury & Illness Protections Program Devel...	0.00	259.10	
01665	The Bank of New York Mellon Trust CO N.A.	02/09/2024	Regular	0.00	1,870.00	302366
252-2610636	Invoice	02/07/2024	Tax Allocation Refunding Bonds, Series 20...	0.00	1,870.00	
01784	WEX Bank	02/05/2024	Bank Draft	0.00	20,464.94	DFT0002564
94797668	Invoice	02/06/2024	Monthly Fuel Cost/January 2024	0.00	20,464.94	
00269	CalPERS Health Insurance	02/01/2024	Bank Draft	0.00	146,950.01	DFT0002565
100000017421071	Invoice	02/08/2024	Medical Insurance Premium/Pers/Feb 2024	0.00	146,950.01	
00269	CalPERS Health Insurance	02/01/2024	Bank Draft	0.00	1,620.59	DFT0002566
10000001741074	Invoice	02/08/2024	Medical Insurance Premium/Non-Pers/Feb...	0.00	1,620.59	
01985	Navia Benefit Solutions Inc	01/30/2024	Bank Draft	0.00	200.00	DFT0002567
10811598	Invoice	02/08/2024	Monthly Minimum Fee/January 2024	0.00	200.00	
00031	Aflac Inc	02/09/2024	Bank Draft	0.00	78.78	DFT0002568
INV0003853	Invoice	02/09/2024	Cancer/ICU/Disability Withheld	0.00	78.78	
00031	Aflac Inc	02/09/2024	Bank Draft	0.00	1,388.62	DFT0002569

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payable Amount	Payment Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003854	Invoice	02/09/2024	Cancer/ICU/Disability Withheld	0.00	1,388.62	
00031	Aflac Inc	02/09/2024	Bank Draft	0.00	1,598.47	DFT0002570
INV0003855	Invoice	02/09/2024	Cancer/ICU/Disability Withheld	0.00	1,598.47	
01255	National Plan Coordinators	02/09/2024	Bank Draft	0.00	3,986.51	DFT0002575
INV0003862	Invoice	02/09/2024	Def Compensation/Plan #340233-01	0.00	3,986.51	
01257	Nationwide Retirement Solution	02/09/2024	Bank Draft	0.00	1,270.00	DFT0002576
INV0003863	Invoice	02/09/2024	Def Compensation/Entity #05270	0.00	1,270.00	
00233	Brawley Firefighters Local #19	02/09/2024	Bank Draft	0.00	505.00	DFT0002580
INV0003868	Invoice	02/09/2024	Union Dues Fire Assoc	0.00	505.00	
00836	Internal Revenue Service	02/09/2024	Bank Draft	0.00	22,537.48	DFT0002581
INV0003870	Invoice	02/09/2024	Federal Taxes	0.00	22,537.48	
00836	Internal Revenue Service	02/09/2024	Bank Draft	0.00	11,077.40	DFT0002582
INV0003871	Invoice	02/09/2024	Medicare Taxes	0.00	11,077.40	
00836	Internal Revenue Service	02/09/2024	Bank Draft	0.00	47,365.38	DFT0002583
INV0003872	Invoice	02/09/2024	Social Security Taxes	0.00	47,365.38	
00571	Employment Development Dept	02/09/2024	Bank Draft	0.00	9,662.16	DFT0002584
INV0003873	Invoice	02/09/2024	State Taxes	0.00	9,662.16	

Bank Code US Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	195	104	0.00	285,574.93
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-127,098.88
Bank Drafts	14	14	0.00	268,705.34
EFT's	12	8	0.00	611,466.87
	221	128	0.00	1,038,648.26

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	195	104	0.00	285,574.93
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-127,098.88
Bank Drafts	14	14	0.00	268,705.34
EFT's	12	8	0.00	611,466.87
	221	128	0.00	1,038,648.26

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2024	5,415.92
999	POOLED CASH	2/2024	1,033,232.34
			1,038,648.26



Office Of
The Mayor

BRAWLEY, CALIFORNIA

Southern California Association of Governments
900 Wilshire Blvd., Ste. 1700
Los Angeles, CA 90017

February 5, 2024

To Alina Borja,

The City of Brawley is pleased to offer this letter of support for Los Amigos de la Comunidad, Inc. application to the Southern California Association of Governments' (SCAG) Go *Human* Community Hubs Grant Program. The Community Hub will be a welcomed tool to assist the City of Brawley's efforts to improve safety for people walking and biking, and further bridge collaboration between community-led initiatives and local government.

In particular, City of Brawley understands the funding will be used to implement traffic safety strategies by leveraging community gathering and resource sites. We support the proposed project from Los Amigos de la Comunidad, Inc. and recognize that it will build street-level community resiliency and increase the safety of people most harmed by traffic injuries and fatalities.

We, City of Brawley, look forward to collaborating with Los Amigos de la Comunidad, Inc. to successfully implement the project, understanding that its impact will augment city efforts to improve roadway safety.

Should you have any questions, please contact me at phone number (760) 909-5340 or by e-mail at rcastro@brawley-ca.gov

Sincerely,

Ramon Castro
Mayor-City of Brawley

City of Brawley



City Council
February 20, 2024
Agenda Item No 5a

STAFF REPORT

To: City Council
From: Silvia Luna, Interim Finance Director
Prepared by: Silvia Luna, Interim Finance Director
Subject: **Review and discuss General Fund Financial Projections**

RECOMMENDATION:

Review and discuss General Fund Projections, request additional information, and/or provide Staff direction on specific matters to focus on.

BACKGROUND INFORMATION:

Long-term financial planning promotes fiscal stability, the ability to discuss revenue constraints, and expense projections. The City had multiple funding sources, however, the most flexible source supporting core operations and community services is the General Fund. Therefore, the 10-year financial projections are based exclusively on the General Fund.

Three Attachments shall be discussed during the presentation as follows:

- 1. General Fund Financial Projections
- 2. General Fund Reserve Balances
- 3. FY2023/24 General Fund Budget Overview

The intent of the overview is to have a discussion of the City’s financial outlook based on current knowledge, discuss alternatives to avoid using or depleting reserves in future fiscal years, and plan for a known increase in an effective manner. This overview also sets the tone for the upcoming fiscal year 2024/25 budget process.

FISCAL IMPACT:

None. Strategic planning and prioritizing promote long-term fiscal planning, future vision, and use of current and future revenues.

ALTERNATIVES:

None.

ATTACHMENTS:

- 1. General Fund Financial Projections
- 2. General Fund Reserve Balances
- 3. FY 2023/24 General Fund Budget Overview

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

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager

Silvia Luna, Interim Finance Director

Status – Date of Status

Approved - 2/16/2024

Approved - 2/16/2024



GENERAL FUND FINANCIAL PROJECTIONS - 10 Year Economic Outlook

City of Brawley

As of February 14, 2024

	Actual	Growth	Current Budget	2024/25 to 2033/34										TOTAL
	2022/23	Projections	2023/24 *	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	
1. Cash Receipts														
Sales Taxes	\$ 3,381,600	3.0%	\$ 3,409,000	\$ 3,711,270	\$ 3,822,608	\$ 3,937,286	\$ 4,055,405	\$ 4,177,067	\$ 4,302,379	\$ 4,431,450	\$ 4,564,394	\$ 4,701,326	\$ 4,842,366	\$ 42,545,551
Motor Vehicle In-Lieu	2,838,491	3.7%	3,006,766	3,095,669	3,211,137	3,330,271	3,452,825	3,580,580	3,713,061	3,850,444	3,992,911	4,140,648	4,293,852	36,661,398
Property Tax	2,224,905	3.6%	2,319,387	2,342,667	2,427,708	2,515,320	2,605,239	2,700,070	2,798,352	2,900,212	3,005,780	3,115,190	3,228,583	27,639,122
Utility User Tax ^a	2,657,505	3.0%	2,541,283	3,017,521	3,108,047	3,201,289	3,297,327	3,396,247	3,498,134	3,603,078	3,711,171	3,822,506	3,937,181	34,592,502
Franchise Fees	657,498	1.0%	640,000	646,400	652,864	659,393	665,987	672,646	679,373	686,167	693,028	699,959	706,958	6,762,774
RPTTF Residual Property Taxes ^b	728,467	1.0%	650,843	707,351	714,425	721,569	728,785	736,073	743,433	750,868	758,376	765,960	773,620	7,400,461
Transient Occupancy Taxes (TOT hotels)	484,779	1.0%	460,000	494,600	499,546	504,541	509,587	514,683	519,830	525,028	530,278	535,581	540,937	5,174,610
Real Property Transfer Taxes	62,018	1.0%	60,000	60,600	61,206	61,818	62,436	63,061	63,691	64,328	64,971	65,621	66,277	634,010
Fees and Charges for Services	4,960,835	0.5%	5,281,128	5,307,534	5,334,071	5,360,742	5,387,545	5,414,483	5,441,556	5,468,763	5,496,107	5,523,588	5,551,206	54,285,594
Transfers In from Other Funds ^c	1,453,775	0.5%	1,733,040	1,741,705	1,750,414	1,759,166	1,767,962	1,776,801	1,785,685	1,794,614	1,803,587	1,812,605	1,821,668	17,814,207
Grant Revenues ^d	996,149	0.5%	2,429,937	1,295,143	1,064,270	1,069,591	724,939	728,564	732,207	735,868	739,547	743,245	746,961	8,580,336
Interest/Miscellaneous Receipts ^e	356,649	1.0%	1,115,702	182,539	184,364	186,208	188,070	189,951	191,850	193,769	195,706	197,663	199,640	1,909,760
Business Licenses/Permits	455,606	1.0%	339,400	342,794	346,222	349,684	353,181	356,713	360,280	363,883	367,522	371,197	374,909	3,586,384
Fines and Assessments	14,012	1.0%	13,000	13,130	13,261	13,394	13,528	13,663	13,800	13,938	14,077	14,218	14,360	137,369
Reimbursements & Recoveries	3,317	1.0%	3,320	3,353	3,387	3,421	3,455	3,489	3,524	3,559	3,595	3,631	3,667	35,082
Carryover Funding/Use of Reserves ^f	-		-	-	-	-	-	-	-	-	-	-	-	-
2. Total Revenue	\$21,275,609		\$24,002,806	\$22,962,277	\$23,193,530	\$23,673,693	\$23,816,271	\$24,324,090	\$24,847,156	\$25,385,969	\$25,941,051	\$26,512,938	\$27,102,185	\$247,759,160
3. Cash Paid Out														
Police Operational Costs	848,917	5%	1,124,717	1,180,953	1,240,001	1,302,001	1,367,101	1,435,456	1,507,229	1,582,590	1,661,720	1,744,806	1,832,046	14,853,901
Fire Operational Costs (two stations)	394,578	4%	499,873	519,867	540,662	562,289	584,780	608,171	632,498	657,798	684,110	711,474	739,933	6,241,584
Salaries (Full-Time Employees) ^g	6,115,237	3%	7,646,642	7,952,508	8,111,558	8,354,905	8,605,552	8,863,718	9,129,630	9,403,519	9,685,625	9,976,193	10,275,479	90,358,687
Maintenance & Operations ^h	3,332,854	3%	4,483,502	4,597,235	4,713,854	4,833,430	4,956,039	5,081,759	5,210,668	5,342,847	5,478,379	5,617,349	5,759,845	51,591,407
Workers Comp. & General Liability Ins.	1,420,997	3%	1,628,677	1,677,537	1,727,863	1,779,699	1,833,090	1,888,083	1,944,726	2,003,067	2,063,159	2,125,054	2,188,806	19,231,085
Employee Medical Insurance Costs	789,240	3%	992,230	1,021,997	1,052,657	1,084,237	1,116,764	1,150,267	1,184,775	1,220,318	1,256,927	1,294,635	1,333,474	11,716,051
Other Personnel Costs ⁱ	1,955,318	3%	2,276,623	2,344,921	2,415,269	2,487,727	2,562,359	2,639,230	2,718,407	2,799,959	2,883,957	2,970,476	3,059,590	26,881,895
PERS Unfunded Pension Liability ^j	748,943	2%	692,561	902,054	1,035,224	1,161,495	1,252,831	1,525,457	1,547,261	1,569,674	1,592,719	1,616,401	1,640,760	13,843,876
PERS Normal Payroll Costs	876,117	2%	1,185,232	1,208,937	1,233,115	1,257,778	1,282,933	1,308,592	1,334,764	1,361,459	1,388,688	1,416,462	1,444,791	13,237,519
Salaries (Part-Time/Temporary) ^k	799,117	2%	615,333	627,640	640,192	652,996	666,056	679,377	692,965	706,824	720,961	735,380	750,087	6,872,479
Pension Obligation Bond ^l	1,202,092		1,242,789	1,284,578	1,333,877	1,369,652	1,420,803	1,467,572	1,519,869	1,567,032	1,632,560	1,556,407	-	13,152,351
Capital Improvements ^m	10,393		2,019,366	-	-	-	-	-	-	-	-	-	-	-
Carryover Funding Operational Expenses ^f	-		-	-	-	-	-	-	-	-	-	-	-	-
4. Total Operational Expenses	\$18,493,803		\$24,407,545	\$23,318,228	\$24,044,273	\$24,846,208	\$25,648,309	\$26,647,683	\$27,422,791	\$28,215,088	\$29,048,806	\$29,764,638	\$29,024,812	\$267,980,835
5. Yearly Operating Cash Position														
(2 minus 4)	2,781,806		(404,739)	(355,951)	(850,742)	(1,172,516)	(1,832,038)	(2,323,592)	(2,575,635)	(2,829,119)	(3,107,755)	(3,251,701)	(1,922,627)	(20,221,675)

The Current Budget for 2023/24 includes carryovers from 2022/23 and approved adjustments through 2/1/2024.

Revenue projections are based on current economic conditions and historical trends. All assumptions include stable growth with no economic downturns.

Expenditure projections are based on current operations, identified projects, and known regulatory requirements.

OPERATING BUDGET NOTES:

- a - An amended Utility User Tax was adopted by voters in November 2021, which retained the 4% rate, removed the sunset, and expanded the tax to modernized services. A slight increase is projected under FY23-24 vs original budget estimates.
- b - RPTTF = Redevelopment Property Tax Trust Fund; property taxes derived from the dissolution of Redevelopment Agencies.
- c - Grant Revenues fluctuate from year to year, change, or may be one-time funding.
- e - Interest/Miscellaneous Receipts in FY 2023/24 includes \$944,320 of one-time funding for Lions Center roof and pool repairs.
- f - Carryover Funding revenues are derived from FY 2022/23 savings used to fund SRO officers, overtime, equipmnt and training for the police department.
- g - Salaries (Full-Time Employees) - The City has 4 bargaining units and non-represented employees with Agreements in effect until 6/30/2025. Under these Agreements, eligible employees may receive a step increase (5%) and a cost of living increase (4% in FY 2024/25 and 2% in FY 2025/26). Starting in FY 2026/27 a 3% escalator is used. In FY 2023/24, funding for a full-time Code Enforcement position has been included.
- h - Maintenance and operations includes all General Fund departments other than police and fire.
- i - Other Personnel Costs include overtime, incentive pays, uniform allowances, standby, social security taxes paid by the city, tuition reimbursements, and other negotiated compensations.
- j - PERS (Public Employers Retirement System) unfunded pension liability projections are based on CalPERS actuarial valuations as of June 30, 2022 issued in August 2023 with 74% of the total cost paid from the General Fund.
- l - Pension Obligation Bond was issued for \$16,310,000 on 7/12/2017 and fully matures on 9/1/2032. As of 3/1/2024, the remaining principal and interest payments are \$11,010,000.
- m - Ongoing capital expense projections are not included, however, staff is in the process of identifying deferred capital improvements or large equipment purchases.

* The 2023/24 Budget includes operational carryovers from 2022/23 and approved adjustments for FY 2023/24 through 2/1/2024.

CITY OF BRAWLEY
General Fund Reserves Overview Based on Actuals for Fiscal Year Ended 2022/23

FUND BALANCE CATEGORY	ACTUALS BALANCES AT 6-30-2022	CHANGE DURING FY 2022/23	ENDING BALANCES AT 6-30-2023
Non- Spendable (Prepaid Expenses)	88,606	(52,895)	35,711
Restricted for Library	\$ 58,904	\$ (10,168)	\$ 48,736
Committed to Operational Carryovers	\$ 1,667,952	\$ 216,748	\$ 1,884,700
Committed to Capital Replacement Reserves	\$ 600,000	\$ 100,000	\$ 700,000
Public Safety Personnel Reserve	\$ 100,000	\$ 100,000	\$ 200,000
Unassigned	\$ 3,082,747	\$ 2,420,837	\$ 5,503,584
TOTAL FUND BALANCES	\$ 5,598,209	\$ 2,774,522	\$ 8,372,731

RESERVE TARGET CALCULATION - (15% of Expenses)
--

A	FY 2023/24 Expenses Adopted Budget	15% Target	Unassigned as of 6-30-2023	Surplus/(Shortfall)
	\$ 21,520,438	\$ 3,228,066	\$ 5,503,584	\$ 2,275,518

RESERVE TARGET CALCULATION - (15% of Expenses)
--

B	FY 2023/24 Expenses as Amended as of 2/1/24	15% Target	Unassigned as of 6-30-2023	Surplus/(Shortfall)
	\$ 24,407,545	\$ 3,661,132	\$ 5,503,584	\$ 1,842,452

RESERVE TARGET CALCULATION - (15% of Expenses)
--

C	FY 2023/24 Expenses as Amended without one-time Carryovers	15% Target	Unassigned as of 6-30-2023	Surplus/(Shortfall)
	\$ 22,522,845	\$ 3,378,427	\$ 5,503,584	\$ 2,125,157

RESERVE TARGET CALCULATION - (15% of Expenses)
--

D	FY 2023/24 Actual Expenses	15% Target	Unassigned as of 6-30-2023	Surplus/(Shortfall)
	\$ 13,653,925	\$ 2,048,089	\$ 5,503,584	\$ 3,455,495

FY 2023/24 General Fund Budget Overview			
	Adopted Revenues	\$	21,332,078
Approval Date	REVENUE ADJUSTMENTS		
7/10/2023	DOJ Grant - COPS Hiring - fully funded 2 Officers	\$	107,807
10/17/2023	OTS Grant- Traffic Records Improvement (TRIP)		90,125
10/17/2023	OTS STEP Traffic Enforcement Program Grant		60,000
10/17/2023	Library Building Forward State Grant		611,050.00
11/7/2023	CBDG Program Income allocation for Lion Ctr. Roof		133,910.00
12/5/2023	2023 BJA Edward Byrne - Ballistic Helmets		10,875
2/6/2024	Carryover funding for operational expenses		1,515,678
	TOTAL ADJUSTED REVENUES	\$	23,861,523
	Adopted Expenses	\$	21,520,438
	EXPENSE ADJUSTMENTS		
7/10/2023	DOJ Grant - COPS Hiring - fully funded 2 Officers	\$	107,807
10/17/2023	Lion Center Pool Contract Chane Order No. 1		21,000
10/17/2023	Fire Station 1 A/C replacement		8,119
10/17/2023	Fire Station 2 A/C replacement		8,341
10/17/2023	OTS Grant- Traffic Records Improvement (TRIP)		90,125
10/17/2023	OTS STEP Traffic Enforcement Program Grant		60,000
10/17/2023	Library Building Forward State Grant		611,050.00
11/7/2023	Lion Center Roof Project budget amendment		50,090
12/5/2023	2023 BJA Edward Byrne - Ballistic Helmets		10,875
2/6/2024	Police Code Enforcement Full- time position		35,000
2/6/2024	Carryover funding for operational expenses		1,884,700
	TOTAL ADJUSTED EXPENSES	\$	24,407,545
	Budget Surplus/(Deficit)	\$	(546,022)

* UUT revenues projecting higher than original adopted budget estimate. \$ 141,283 in excess collections are projected for year-end.

GENERAL FUND			
Current Revenues	\$	23,861,523	
Plus Recommended Adjustments	\$	141,283	
TOTAL REVENUES	\$	24,002,806	
Less Current Expenses	\$	24,407,545	
Less Recommended Adjustments	\$	-	
TOTAL EXPENSES	\$	24,407,545	
BUDGET SURPLUS/(DEFICIT)	\$	(404,739)	

City of Brawley



City Council
February 20, 2024
Agenda Item No 6a

STAFF REPORT

To: City Council
From: William Smerdon, City Attorney
Prepared by: William Smerdon, City Attorney
Subject: **Draft Ordinance Amending Chapter 18 of the Brawley Municipal Code (Noise)**

RECOMMENDATION:

Review and potentially pass for first reading draft ordinance designed to address concerns about noise issues in City limits.

BACKGROUND INFORMATION:

As Council is well aware residents of Ciudad Plaza have expressed concerns about noise generated by various businesses in the Downtown Specific Plan area. Additionally, the Police Department has expressed difficulty with dealing with noise complaints coming from residential districts within the City because the current ordinance does not provide objective standards re how much noise is too much noise in any particular zone of the City.

The draft ordinance presented for Council’s consideration at the last Council meeting. After much discussion various amendments were suggested. The amendments made are as follows:

- 1) Table 2 of Section 18.4 was revised. Noise limits were lowered from 90dB to 85dB and the time cutoff for the louder levels was dropped back to 8:00 pm, rather than 10:00 on Sunday through Thursday. On Friday and Saturdays, the noise limits were lowered from 95dB to 85dB from 7:00 am to 11:00 pm. The limits were lowered from 85 to 80 between the hours of 11:00 pm and 1:00 am.
- 2) A “host liability” section was added as Section 18.15 which would subject the owner of private property to liability for a violation of the ordinance committed on the owner’s property. A similar provision exists in the City’s fireworks ordinance. This section helps the Police Department with the difficulty of determining which particular individual is responsible for the violation.
- 3) Section 18.13 was revised to add a provision that would require a violator who has not been cited or officially warned about a violation of the ordinance in the preceding 12 months, to receive a warning prior to being cited for a violation of the ordinance.

FISCAL IMPACT:

None at the present time.

ALTERNATIVES:

The Council may wish to decline to pass the ordinance for first reading and direct staff to make revisions to the draft ordinance before it is passed for first reading.

ATTACHMENTS:

- 1. Draft Ordinance (Noise Limits)

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

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager

Silvia Luna, Interim Finance Director

Status – Date of Status

Approved - 2/16/2024

Approved - 2/16/2024

ORDINANCE 2024-

ORDINANCE OF THE CITY OF BRAWLEY, CALIFORNIA, AMENDING CHAPTER 18 OF THE BRAWLEY MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, ORDAINS AS FOLLOWS:

1. Findings:

The City Council finds as follows:

a. The City's noise ordinance, Chapter 18 of the Brawley Municipal Code is outdated and does not adequately address the needs of the City's residents; and

b. City staff has conducted an extensive study of noise conditions within the City limits; and

c. Council now has sufficient information to adopt a meaningful amendment to the City's noise ordinance

2. Amendment of Municipal Code:

Chapter 18 of the Brawley Municipal Code is hereby amended to read as follows:

Sec. 18.1. – Purpose:

Sec. 18.1.1. – Inadequately controlled noise presents a growing danger to the health and welfare of the residents of the City;

Sec. 18.1.2. - The making and creating of disturbing, excessive, offensive or unusually loud noises within the jurisdictional limits of the City is a condition which has persisted and the level and frequency of occurrence of such noises continue to increase;

Sec. 18.1.3. - The making, creation or continuance of such excessive noises which are prolonged or unusual in their time, place and use effect and are a detriment to the public health, comfort, convenience, safety, welfare, and prosperity of the residents of the City;

Sec. 18.1.4. - Every person is entitled to an environment in which the noise is not detrimental to his or her life, health, and enjoyment of property; and

Sec. 18.1.5. - The necessity in the public interest for the provisions and prohibitions hereinafter contained and enacted is declared to be a matter of legislative determination and public policy and it is further declared that the provisions and prohibitions hereinafter contained and enacted are in the pursuance of and for the purpose of securing and promoting the public health, comfort, convenience, safety, welfare, prosperity, peace and quiet of the City of Brawley and its residents.

Sec. 18.2. – Definitions:

Whenever the following words and phrases are used in this chapter, unless otherwise defined herein, they shall have the meaning ascribed to them in this section:

Sec. 18.2.1. - *Ambient sound level* shall mean the composite noise from all sources near and far. In this context, the ambient noise level constitutes a normal or existing level of environmental noise at a given location and time.

Sec. 18.2.2. - *Average (equivalent) sound level (Leq or LEQ)* shall mean an average A-weighted sound level obtained by integrating and averaging during certain time periods. The average sound level contains the same total acoustical energy over the averaging time period as the actual time varying sound.

Sec. 18.2.3. - *A-weighted sound level* shall mean a sound level measured with utilization of the "A-weighting" frequency correction. This correction weights the contribution of sound of different frequencies so that the response of the average human ear is simulated. The A-weighted sound levels correspond well with people's judgements of the annoyance of noise.

Sec. 18.2.4. - *Commercial purpose, loud speaking amplifiers for advertising*, shall mean and include the use, operation or maintenance of any sound-amplifying equipment for the purpose of advertising any business, or any goods, or any services, or for the purpose of attracting the attention of the public to, or advertising for, or soliciting patronage or customers to or for any performance, show, entertainment, exhibition, or event, or for the purpose of demonstrating such sound equipment.

Sec. 18.2.5. - *Community noise equivalent level (CNEL)* shall mean a composite noise term derived from the summation of the hourly LEQ's over a twenty-four-hour time period with increasing weighting factors applied to the evening (7:00 p.m. to 10:00 p.m., + 5 dB) and the night (10:00 p.m. to 7:00 a.m., + 10 dB) time periods.

Sec. 18.2.6. - *Construction equipment* shall mean any tools, machinery or equipment used in connection with construction operations including all types of "special construction" equipment as defined in the pertinent sections of the California Vehicle Code when used in the construction process on any construction site, regardless of whether such construction site be located on-highway or off-highway.

Sec. 18.2.7. - *Decibel (dB)* shall mean a term used to identify ten (10) times the common logarithm to the base ten (10) of the ratio between two (2) quantities that are proportional to power or energy.

Sec. 18.2.8. - *Emergency work* shall mean work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from imminent exposure to danger or damage or work by public or private utilities when restoring utility service.

Sec. 18.2.9. - *Maximum sound level (Lmax)* shall mean the maximum sound level in decibels during certain time periods.

Sec. 18.2.10. - *Motor vehicles* shall mean any and all self-propelled vehicles as defined in the California Vehicle Code and shall specifically include, but not be limited to, "mini-bikes" and "go-carts."

Sec. 18.2.11. - *Noise control officer* shall mean the person so designated by the City Manager of the City of Brawley or his/her duly authorized representative.

Sec. 18.2.12. - *Noise level* shall mean "sound level" and the terms may be used interchangeably herein.

Sec. 18.2.13. - *Noncommercial purpose, loud speaking amplifiers for advertising*, shall mean the use, operation, or maintenance of any sound equipment for other than a "commercial purpose." Noncommercial purpose shall mean and include, but shall not be limited to, philanthropic, political, patriotic, and charitable purposes.

Sec. 18.2.14. - *One-hour average (equivalent) sound level (Leq(h))* shall mean an average A-weighted sound level in decibel obtained by integrating an averaging during one-hour time periods.

Sec. 18.2.15. - *Person* shall mean a person, firm, association, co-partnership, joint venture, corporation, or any entity, public or private.

Sec. 18.2.16. - *Powered model vehicles* shall mean, but shall not be limited to airborne, waterborne, or land-borne vehicles such as model airplanes, model boats, and model vehicles of any type or size which are not designed for carrying persons or property and which can be propelled in any form other than manpower or wind power.

Sec. 18.2.17. - *Sound amplifying equipment* shall mean any machine or device, mobile or stationary used to amplify music, the human voice, or any sound.

Sec. 18.2.18. - *Sound level (noise level)* shall mean the frequency weighted sound pressure level in decibel obtained by the use of a sound level meter with a frequency weighting network as specified in the American National Standards Institute specifications for Sound Level Meters (ANSI S1.4-1971, or the latest revision thereof). If the frequency weighting employed is not indicated, the A-weighting is implied.

Sec. 18.2.19. - *Sound level meter* shall mean an instrument for the measurement of sound which includes a microphone, an amplifier, a readout, and time-averaging and frequency-weighting networks. The sound level meter shall meet or exceed the requirements pertinent for type S2A meters in the American National Standards Institute specifications for Sound Level Meters (ANSI S1.4-1971, or the latest revision thereof).

Sec. 18.2.20. - *Sound pressure level (in decibel)* shall mean twenty (20) times the common logarithm to the base (10) of the ratio of a sound pressure in micropascals to the reference sound pressure of twenty (20) micropascals.

Sec. 18.2.21. - *Sound truck* shall mean any motor vehicle or other vehicle regardless of motive power whether in motion or stationery having mounted thereon, built-in, or attached thereto any sound-amplifying equipment other than a car radio or television.

Sec. 18.2.22. - *Disturbing, excessive or offensive noise* shall mean:

(a) Any sound or noise which constitutes a nuisance involving discomfort or annoyance to persons of normal sensitivity residing in the area.

(b) Any sound or noise exceeding criteria standards, or levels as set forth in this chapter.

Sec. 18.3. - Sound level measurement.

Sec. 18.3.1. - Any sound or noise level measurement made pursuant to the provisions of this chapter shall be measured with a sound level meter using the A-weighting and "slow" response pursuant to applicable manufacturer's instructions.

Sec. 18.3.2. - The sound level meter shall be appropriately calibrated and adjusted as necessary by means of an acoustical calibrator of the coupler- type to assure meter accuracy within the tolerances set forth in American National Standards ANSI.S1. 4-1971.

Sec. 18.3.3. - For outside measurements, the microphone shall be not less than four (4) feet above the ground, at least four (4) feet distance from walls or other large reflecting surfaces, and shall be protected from the effects of wind noise by the appropriate wind screens. In cases when the microphone must be located within ten (10) feet of walls or similar large reflecting surfaces, the actual measured distance and orientation of sources, microphone and reflecting surfaces shall be noted and recorded.

Noise measurements made in response to noise complaints shall be made on the sidewalk, or the street, immediately adjacent to the premises that are the subject of the complaint.

Sec. 18.3.4. - For inside measurements, the microphone shall be at least three (3) feet distance from any wall, ceiling or partition. The average of the noise measurements taken at least three (3) microphone positions throughout the room shall be determined. During the tests the windows shall be in the normal seasonal configuration.

Sec. 18.4. – Sound Level Limits.

Unless a variance has been applied for and granted pursuant to this chapter, it shall be unlawful for any person to cause or allow the creation of any noise to the extent that the one-hour average sound level, at any point on or beyond the boundaries of the property on which the sound is produced, exceeds the applicable limits set forth in Tables 1 and 2 below, except that construction noise level limits shall be governed by section 18.7. of this chapter.

TABLE 1
Exterior Noise Limits

Zone	Time of Day	One-Hour Average Sound Level, dB
Single Family Residential Zones*	7:00 am to 10:00 pm	45
	10:00 to 7:00 am	40
Residential Medium Density Zone**	7:00 am to 10:00 pm	50
	10:00 to 7:00 am	40

Commercial and Manufacturing Zones***	7:00 am to 10:00 pm	65
	10:00 pm to 7:00 am	60

* Includes R-A, R-E, and R-1

** Includes R-2, R-3, MHP, and C-1

*** Includes C-2, C-3, M-1, and M-2

TABLE 2
Exterior Noise Limits
Downtown Specific Plan Zone

Day of the Week	Time of Day	One-Hour Average Sound Level, dB
Sunday through Thursday	7:00 am to 8:00 pm	85
	8:00 pm to 12:00 am	75
	12:00 am to 7:00 am	65
Friday and Saturday	7:00 am to 11:00 pm	85
	11:00 pm to 1:00 am	80
	1:00 am to 7:00 am	65

The sound level limit at a location on a boundary between two (2) zoning districts is the arithmetic mean of the respective limits for the two (2) districts.

If the measured ambient sound level exceeds the applicable limit shown in Table 1, the allowable sound level shall be the ambient noise level minus 5 dB but not less than the sound level limit specified in Tables 1 or 2.

Fixed-location public utility distribution or transmission facilities located on or adjacent to a property line shall be subject to the noise level limits of this section, measured at or beyond six (6) feet from the boundary of the easement upon which the equipment is located.

Sec. 18.5. - Motor Vehicles.

Sec. 18.5.1. - *Repairs of motor vehicles.* It shall be unlawful for any person within the City to repair, rebuild, or test any motor vehicle in such a manner as to cause disturbing, excessive or offensive noises as defined in section 18.10.1.(k) of this chapter.

Sec. 18.5.2. - *On-highway.* Violations for exceeding applicable noise level limits as to persons operating motor vehicles on a public street or highway in the City shall be prosecuted under applicable California Vehicle Code provisions and under Federal Regulation adopted pursuant to 42 U.S.C. 4905(a)(1)(A), (B), and (C)(ii), (iii) for which enforcement responsibility is delegated to local governmental agencies.

Sec. 18.5.3. - *Off-Highway.* Except as otherwise provided for in this chapter, it shall be unlawful to operate any motor vehicle of any type on any site other than on a public street or highway as defined in the California Vehicle Code in a manner so as to cause noise in excess of those noise levels permitted for on-highway motor vehicles as specified in the table "35 miles per hour or less speed limits" contained in Section 23130 of the California Vehicle Code.

Sec. 18.5.4. - *Emergency vehicles*. Nothing in this section shall apply to authorized emergency vehicles when being used in emergency situations.

Sec. 18.5.5. - *Urban Transit Buses*. Buses as defined in the California Vehicle Code shall at all times comply with the requirements of this section.

Sec. 18.6. - Refuse Vehicles and Parking Lot Sweepers.

No person shall operate, or permit to be operated, a refuse compacting, processing, or collection vehicle or parking lot sweeper between the hours of 7:00 p.m. and 6:00 a.m. in or adjoining to any residential area in the City unless a variance has been applied for and granted pursuant to this chapter.

Sec. 18.7. – Construction Equipment.

Except for emergency work, it shall be unlawful for any person to operate construction equipment at any construction site, except as outlined in subsections (a) and (b) below:

(a) It shall be unlawful for any person to operate construction equipment at any construction site on Sundays, and days appointed by the president, governor, or the City Council for a public holiday. Notwithstanding the above, a person may operate construction equipment on the above specified days between the hours of 10 a.m. and 5 p.m. in compliance with the requirements of subsection (b) of this section at his residence or for the purpose of constructing a residence for himself, provided such operation of construction equipment is not carried on for profit or livelihood. In addition, it shall be unlawful for any person to operate construction equipment at any construction site on Mondays through Saturdays except between the hours of 6 a.m. and 7 p.m.

(b) No such equipment, or combination of equipment regardless of age or date of acquisition, shall be operated so as to cause noise at a level in excess of seventy-five (75) decibels for more than eight (8) hours during any twenty-four (24) hour period when measured at or within the property lines of any property which is developed and used either in part or in whole for residential purposes.

In the event that lower noise limit standards are established for construction equipment pursuant to state or federal law, said lower limits shall be used as a basis for revising and amending the noise level limits specified in subsection (b) above.

Sec. 18.8. – Signal Device for Food Trucks.

No person shall operate or cause to have operated or used any sound signal device other than sound-amplification equipment attached to a motor vehicle wagon or manually propelled cart from which food or any other items are sold which emits a sound signal more frequently than once every ten (10) minutes in any one street block and with a duration of more than ten (10) seconds for any single emission. The sound level of this sound signal shall not exceed ninety (90) decibels at fifty (50) feet.

Sec. 18.9. – Multi-Family Dwelling Units.

Notwithstanding any other provisions of this chapter, it shall be unlawful for any person to create, maintain or cause to be maintained any sound within the interior of any multiple-family dwelling unit which causes the noise level to exceed those limits set forth in Table 3 in any other dwelling unit.

TABLE 3
Interior Noise Level Limits

Zone	Time of Day	Maximum Sound Level in dB	One-Hour Average Sound Level in dB
Multifamily Residential	7:00 am to 10:00 pm	55	45
	10:00 pm to 7:00 am	45	35

Sec. 18.10. – General Noise Regulations.

18.10.1. - *General prohibitions.* In the absence of objective measurement by use of a sound level meter, additionally it shall be unlawful for any person to make, continue, or cause to be made or continued, within the city limits, any disturbing, excessive or offensive noise which causes discomfort or annoyance to reasonable persons of normal sensitivity residing in the area.

The characteristics and conditions which should be considered in determining whether a violation of the provisions of this section exists, include, but are not limited to, the following:

- (a) The level of noise;
- (b) Whether the nature of the noise is usual or unusual;
- (c) Whether the origin of the noise is natural or unnatural;
- (d) The level of the background noise;
- (e) The proximity of the noise to sleeping facilities;
- (f) The nature and zoning of the area within which the noise emanates;
- (g) The density of the inhabitation of the area within which the noise emanates;
- (h) The time of the day or night the noise occurs;
- (i) The duration of the noise;
- (j) Whether the noise is recurrent, intermittent, or constant; and
- (k) Whether the noise is produced by a commercial or noncommercial activity.

18.10.2. - *Disturbing, excessive or offensive noises.* The following acts, among others, are declared to be disturbing, excessive and offensive noises in violation of this section, but said enumeration shall not be deemed to be exclusive, namely:

(a) Horns, signaling devices, etc. Violations for disturbing, excessive or offensive noises associated with the use or operation of horns, signaling devices, etc., on automobiles, motorcycles, or any other vehicle, except as provided in section 18.5.3., shall be prosecuted under applicable provisions of the California Vehicle Code.

(b) Radios, television sets, musical instruments, and similar devices.

1. Except in the Downtown Specific Plan Zone, the use, operation, or permitting to be played, used or operated, any television set, radio, musical instrument or other device for amplification, production or reproduction of sound in such a manner as to disturb the peace, quiet, and comfort of neighboring residents or persons of normal sensitivity residing in the area; or in a manner to exceed those levels set forth in section 18.4., Table 1 when measured at a distance of twenty-five (25) feet from such a device operating in a public right-of-way or public space, except that subject to permit issued by the City of Brawley parks and recreation department specifying time, location, and other conditions, amplified sound may be permitted within City parks provided that said sound does not exceed a level of 90 decibel fifty (50) feet from the source, or exceed those limits set forth in section 18.4., Table 2, at the park boundary. This provision will be enforced by the director, parks and recreation department, or his/her duly authorized representative.

2. Prima facie violations – section 18.10.2. (1). The operation of any device for the amplification, production or reproduction of sound in such a manner that the sound is plainly audible at a distance of fifty (50) feet from the source or the building structure, or vehicle in which it is located, shall be prima facie evidence of a violation of this section.

3. In the Downtown Specific Plan Zone, the use, operation, or permitting to be played, used or operated, any television set, radio, musical instrument or other device for amplification, production or reproduction of sound in such a manner as to exceed those levels set forth in section 18.4., Table 2.

(c) Air-conditioning, refrigeration, heating, pumping, filtering equipment.

1. Uses restricted. The use, operation or permitting to be operated any air-conditioning, refrigeration, or heating equipment for any residence or other structure or the use, operation, or permitting to be operated any pumping, filtering or heating equipment for any pool or reservoir in such a manner as to disturb the peace, quiet, and comfort of neighboring residents or persons of normal sensitivity residing in the area.

2. Prima facie violations. The operation of any air-conditioning, refrigeration, heating, pumping, or filtering equipment in such a manner as to create any noise that would cause the noise level on the premises of any other occupied property to exceed the ambient noise level by more than five (5) decibels, shall be prima facie evidence of a violation of this section.

3. Exemptions. This section shall not be applicable to emergency work, as determined by section 18.2.8. of this chapter, or to periodic maintenance or testing of such equipment in good working order.

(d) Loud speaking amplifiers for advertising. The use, operation, or the permitting to be played, used or operated of any sound production or reproduction device or machine including but not limited to radio receiving sets, phonographs, musical instrument, loudspeakers, and sound amplifiers, for commercial or business advertising purposes in, upon, over, or across any street, alley, sidewalk, park, or public property in such a manner as to violate the provisions of this chapter is prohibited. This provision shall not be applicable to sound amplifying equipment mounted on any sound truck or vehicle for commercial or noncommercial purposes where the owner or operator complies with the following requirements:

1. The only sounds permitted are music or human speech.
2. Operations are permitted between the hours of 8:00 a.m. and 9:00 p.m. or after 9:00 p.m. during public events and affairs of interest to the general public.
3. Sound-amplifying equipment shall not be operated unless the sound truck upon which such equipment is mounted is operated at a speed of at least ten (10) miles per hour, except when said truck is stopped or impeded by traffic. Where stopped by traffic the said sound-amplifying equipment shall not be operated for longer than one minute at each stop.
4. Sound shall not be issued within one hundred (100) yards of hospitals, schools, churches, or courthouses.
5. The volume of sound shall be controlled so that said volume is not raucous, jarring, disturbing, or a nuisance to persons within the area of audibility and so that the volume of sound shall not exceed a sound level of sixty-five (65) decibels (on the "A" scale) at a distance of fifty-feet from the sound-amplifying equipment as measured by a sound level meter which meets the American National Standard ANSI-S1. 4-1971 or the latest revision thereof.
6. No sound-amplifying equipment shall be operated unless the axis of the center of any sound-reproducing equipment used shall be parallel to the direction of travel of the sound truck; provided, however, that any sound-reproducing equipment may be so placed upon said sound truck as to not vary more than fifteen (15) degrees either side of the axis of the center of the direction of travel.
7. No sound truck with its amplifying device in operation shall be driven on the same street past the same point more than twice in a period of one hour.

(e) Yelling, shouting, etc. Disturbing or raucous yelling, shouting, hooting, whistling or singing on the public streets, particularly between the hours of 10 p.m. and 8 a.m. or at any time or place so as to annoy or disturb the quiet, comfort, or repose of neighboring residents or persons of normal sensitivity within the area for whatever reason, is prohibited.

(f) Hawkers and peddlers. The shouting or crying out of any peddlers, hawkers, and vendors which disturbs the peace and quiet of a neighborhood or persons of normal sensitivity is prohibited. This provision shall not be construed to prohibit the selling by outcry of

merchandise, food and beverages at sporting events, parades, fairs, celebrations, festivals, circuses, carnivals and other similar special events for public entertainment.

(g) Drums, other instruments. The use of any drum or other instrument or device of any kind for the purpose of attracting attention by the creation of noise within the City is prohibited. This provision shall not apply to any person who is a participant in a school band or legally authorized parade or who has been otherwise duly authorized by the City to engage in such conduct.

(h) Animals. The keeping or maintenance, or the permitting to be kept or maintained upon any premises owned, occupied, or controlled by any person or any animal which by any frequent or long continued noise shall cause annoyance or discomfort to persons of normal sensitivity in the vicinity; provided, however, that nothing contained herein shall be construed to apply to occasional noises emanating from legally operated dog and cat hospitals, humane societies, pounds, farm and/or agricultural facilities, or areas where keeping of animals are permitted. The written affirmation by two persons having separate residences that violation of this section disturbs the peace and quiet of said persons shall be prima facie evidence of a violation of this section.

(i) Schools, courts, churches, hospitals. The creation of any noise on any street, sidewalk, or public place adjacent to any school, institution of learning (except recreational areas of schools), church, court or library, while the same are in use; or adjacent to a hospital, rest home, or long-term medical or mental-care facility which noise interferes with the workings of such institution or which disturbs or annoys patients in the hospital, rest home, or long-term medical or mental-care facility, provided conspicuous signs are displayed in such streets, sidewalks, or public places indicating the presence of a school, institution of learning, church, court, library, rest home or long-term medical or mental-care facility, is prohibited.

(j) Steam whistles. The operation, use or causing to be operated or used of any steam whistle attached to any stationary boiler is prohibited except to give notice of the time to start or stop work or as a sound signal of imminent danger.

(k) Engines and motor vehicles. Any disturbing or raucous noises caused off streets or highways by racing or accelerating the engine of any motor vehicle while moving or not moving, by the willful backfiring of any engine and exhaust from the engine tailpipe or muffler, or from the screeching of tires, is prohibited.

Sec. 18.11. – Burglar Alarms.

Any building burglar alarm must have an automatic cutoff, capable of terminating its operation within fifteen (15) minutes of the time it is activated. Notwithstanding the requirements of this provision, any member of the police department of the City shall have the right to take such steps as may be reasonable and necessary to disconnect any such alarm during the period of its activation.

No owner of a motor vehicle shall have in operation an audible burglar alarm therein unless such burglar alarm shall be capable of terminating its operation within fifteen (15) minutes of the time it is activated. Notwithstanding the requirements of this provision, any member of the police department of the City shall have the right to take such steps as may be reasonable and necessary to disconnect any such alarm installed on a motor vehicle at any time during the period of its activation.

Sec. 18.12. – Exemptions.

(a) *Emergency work.* The provisions of this chapter shall not apply to any emergency work as defined herein, provided that any vehicle, device, apparatus, or equipment used, related to or connected with emergency work is designed, modified, or equipped to reduce sounds produced to the lowest possible level consistent with effective operation of such vehicle, device, apparatus, or equipment.

(b) *Sporting, entertainment, public events.* The provisions of this chapter shall not apply to:

(1) Those reasonable sounds emanating from authorized school bands, school athletic and school entertainment events.

(2) Those reasonable sounds emanating from a sporting, entertainment, or public event.

(c) *Federal or state preempted activities.* The provisions of this chapter shall not apply to any activity to the extent regulation thereof has been preempted by state or federal law.

(d) *Minor maintenance to residential property.* The provisions of section 18.7. shall not apply to noise sources associated with minor maintenance to property used either in part or in whole for residential purposes provided said activities take place between the hours of 7 a.m. and 8 p.m. on any day except Sunday, or between the hours of 10 a.m. and 8 p.m. on Sunday.

Sec. 18.13. – Violations – Infractions.

Any person violating any of the provisions of this chapter shall be deemed guilty of an infraction. Before citing any person committing a violation of this chapter, who has not been cited or warned within the preceding 12 months, the responding officer shall issue a written warning to the violator.

Sec. 18.14. – Penalties.

Any person cited for a violation of this Chapter shall be liable for an administrative penalty as follows:

(a) For a first offense committed in any single 12-month period, an administrative fine of \$500.00;

(b) For a second offense committed in any single 12-month period, an administrative fine of \$1,000.00; and

(c) For a third offense committed in any single 12-month period, an administrative fine of \$1,500.00.

Sec. 18.15. – Host's Liability.

(a) No host shall allow any person to violate a provision of this Chapter on the host's private property.

(b) The provisions this section shall not apply to a host who initiates contact with law enforcement to assist in removing any person from the property or terminating the activity in order to comply with this chapter, if the request for assistance is made before any other person contacts law enforcement to complain about the violation of this chapter.

(c) No host shall aid or abet another person's violation of a provision of this chapter in a public right of way adjacent to the host's private property. A host aids and abets another person's violation of a provision of this chapter if he or she knows of the other person's unlawful purpose and the host specifically intends to, and does in fact, aid, facilitate, promote, encourage, or instigate the other person's commission of that violation.

(d) A host that violates this Section 18.15 shall be liable for the same penalties set forth in Section 18.14.

Sec. 18.16. – Additional Remedies: Injunctions.

As an additional remedy the operation or maintenance of any device, instrument, vehicle, machinery, or other item in violation of any provision of this chapter for which operation or maintenance causes discomfort or annoyance to persons of normal sensitivity or which endangers the comfort, repose, health, or peace of residents in the area, shall be deemed and is declared to be a public nuisance and shall be subject to summary abatement in order to preserve or protect the public health, safety or welfare, or abatement by a restraining order or injunction issued by a court of competent jurisdiction.

Sec. 18.17. – Variances.

The noise control officer shall evaluate all applications for variances from the requirements of this chapter and may grant said variances with respect to time for compliance, subject to such terms, conditions, and requirements as he/she may deem reasonable to achieving compliance with the provisions of this chapter. Each such variance shall set forth in detail the approved method of achieving compliance and a time schedule for its accomplishment. If in the judgement of the noise control officer the time for compliance cannot be reasonably determined, a variance to cause the noise may be issued for a specified period of time, subject to revocation or modification after review by the noise control officer at interim times to be designated by the noise control officer in the variance. In determining the reasonableness of the terms of any proposed variance, said noise control officer shall consider the magnitude of nuisance caused by the offensive noise, the uses of property within the area of impingement by the noise, operations carried on under existing nonconforming rights or conditional use permits or zone variances, the time factors related to study, design, financing and construction of remedial work, the economic factors related to age and useful life of the equipment and general public interest and welfare.

Sec. 18.18. – Applications for Permits and Variances.

Every applicant for a permit or variance required by this chapter shall file with the noise control officer a written application on a form prescribed by said office. The application shall state the name and address of the applicant, the nature of the noise source involved, and such other information as the noise control officer may require.

Sec. 18.19. - Application Fees.

Every applicant, except any state or local governmental agency or public district, shall pay a fee of twenty-five dollars (\$25.00) for each application for variances.

Sec. 18.20. – Extension Fees.

If a permit or variance is to be extended beyond the original use termination on date of permit or variance, the extension fee shall be twenty-five dollars (\$25.00).

Sec. 18.21. – Actions on Applications.

The noise control officer shall act, within thirty (30) days, if possible, on an application for a permit or variance and shall notify the applicant in writing by mail or in person of the action taken, namely, approval, conditional approval, or denial. Notice of the action taken shall be deemed to have been given when the written notification has been deposited in the mail, postpaid, addressed to the address shown on the application, or when personally delivered to the applicant or his/her representative. Before acting on an application for a variance or permit, the noise control officer may require the applicant to furnish further information or further plans or specifications. Failure of the applicant to provide such further information or further plans or specifications to the noise control officer within ten (10) days after notice of such request is made shall be grounds for denial of the permit or variance.

In the event of denial of an application for a permit or variance, the noise control officer shall notify the applicant in writing of the reason therefor. Service of this notification may be made in person or by mail, and such service may be proved by the written acknowledgement of the persons served or affidavit of the person making the service. The noise control officer shall not accept a further application unless the applicant has complied with the objections specified by the noise control officer as his/her reasons for denial.

Sec. 18.22. – Appeals.

Within ten (10) days after notice, by the noise control officer, of denial or conditional approval of a variance of a permit or within ten (10) days after the effective date of the revocation of a permit or variance by the noise control officer, the affected person may petition the City Council, in writing, for a public hearing. After the filing of a petition, the City Council, after notice and a public hearing, may sustain, reverse or modify the action of the noise control officer; such order may be made subject to specified conditions.

Sec. 18.23. – Filing Fee.

Request for hearing shall be initiated by the filing of a letter of appeal with the City Clerk and the payment of a fee of twenty-five dollars (\$25.00).

Sec. 18.24. – Contents of Petition.

A letter of appeal to review a denial, conditional approval or revocation of a permit or variance shall include a copy of the permit or variance application, and a copy of the noise control officer's action setting forth the reasons for the denial or the conditions of the approval, and the reasons for appeal.

Sec. 18.25. – Severability.

If any provision, clause, sentence, or paragraph of this chapter or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions or applications of the provisions of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are hereby declared to be severable.

3. Effective Date:

This ordinance shall be effective thirty (30) days after its adoption and the City Clerk shall cause a certified copy of this ordinance to be published one time within fifteen (15) days after its adoption in the Imperial Valley Press, a newspaper of general circulation printed in Imperial County and circulated in the City of Brawley.

PASSED AND ADOPTED this 20th day of February, 2024 by the following vote.

Ramon Castro, Mayor

ATTEST:

Thomas Garcia, Deputy City Clerk

1st Reading

I, Thomas Garcia, Deputy City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Ordinance 2024-__ was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 20th day of February, 2024 and that it was so adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

DATED:

Thomas Garcia Deputy City Clerk

2nd Reading & Adoption

I, Thomas Garcia, Deputy City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Ordinance 2024-__ was passed and adopted by the City Council of the City of Brawley, California, at a adjourned regular meeting held on the 5th day of March, 2024 and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

DATED:

Thomas Garcia, Deputy City Clerk

City of Brawley



City Council
February 20, 2024
Agenda Item No 6b

STAFF REPORT

To: City Council
From: William Smerdon, City Attorney
Prepared by: William Smerdon, City Attorney
Subject: Resolution of Intention to Sell Eastern Avenue Apartments Property

RECOMMENDATION:

Review and adopt Resolution 2024-__ expressing Council’s intention to sell the real property which was dedicated to the City in 1953 for the construction of an alley.

BACKGROUND INFORMATION:

The City recently learned that it owns certain real property which is west of South Easten Avenue and between Main Street and H Street, (“the property”). The property is more particularly described as:

1. The north sixteen (16) feet of Lot 4, Block 126, Original Townsite of Brawley, as shown on Map No. 16, Official Records of Imperial County; and
2. The south twenty (20) feet of the North two hundred ten (210) feet of Lot 4, Block 126, Original Townsite of Brawley, per Map No. 16, Official Records of Imperial County, California.

The property consists of a narrow strip of land running right through the middle of the parcel where AMG and Associates intends to construct the Eastern Avenue Senior Apartments, (“the development”).

The property is unsuitable for any purpose other than to construct an alley. The City has no plans now, or in the future to construct an alley in that location. The City has already approved the Development. The Development cannot go forward unless the developer is able to acquire the property.

Staff proposes to sell the property to the developer for the sum of \$1.00, provided that the developer pay for all fees and costs associated with the transfer of the property.

The California Government Code provides an optional procedure that the City may use when it desires to sell real property. The procedure allows the City Council to adopt a “resolution of intention” to sell the property. Thereafter, the City must publish the resolution of intention in local newspaper, and post the resolution in at least three conspicuous places at each parcel. Finally, the procedure allows persons to object to the proposed sale at a meeting of the City Council to be held at least ten days after the adoption of the resolution.

If objections are received, the Council must consider the objections, but may vote to overrule the objections, provided that there is a four-fifths vote of the Council to overrule the objections. Absent any objections, or if objections received are overruled, the sale may move forward.

FISCAL IMPACT:

None

ALTERNATIVES:

- 1. The Council may decline to transfer the property; or
- 2. The Council may propose a different price for the property.

ATTACHMENTS:

- 1. Proposed Resolution
- 2. Map and Deeds of Property

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

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager

Silvia Luna, Interim Finance Director

Status – Date of Status

Approved - 2/16/2024

Approved - 2/16/2024

RESOLUTION 2024 –

RESOLUTION OF THE CITY OF BRAWLEY, CALIFORNIA FINDING THAT IT IS IN THE PUBLIC INTEREST TO SELL CERTAIN CITY PROPERTY

WHEREAS, Cal. Govt. Code § 37420 provides an optional procedure that the City may initiate the sale of real property; and

WHEREAS, the City owns the following real property:

1. The north sixteen (16) feet of Lot 4, Block 126, Original Townsite of Brawley, as shown on Map No. 16, Official Records of Imperial County; and
2. The south twenty (20) feet of the North two hundred ten (210) feet of Lot 4, Block 126, Original Townsite of Brawley, per Map No. 16, Official Records of Imperial County, California.

; and

WHEREAS, the foregoing real property was deeded to the City on August 20, 1953; and

WHEREAS, the City has never put the foregoing real property to any use, and until recently current City Staff and the City Council was not aware that the City owned the foregoing real property; and

WHEREAS, the foregoing real property consists of a small strip of land, that was presumably meant for the construction of an alley; and

WHEREAS, the foregoing real property runs through the middle of real property owned by AMG and Associates; and

WHEREAS, the property owned by AMG and Associates is the site of the approved development known as the Eastern Avenue Senior Apartments, (“the Development”); and

WHEREAS, the Development will bring much needed affordable housing for senior citizens residing in Brawley; and

WHEREAS, the City has no plans, now or in the future to use the foregoing real property, inasmuch as an alley in the location of the foregoing real property is not needed or desired; and

WHEREAS, if AMG and Associates is unable to acquire the foregoing real property it will not be able to go forward with the Development; and

WHEREAS, the foregoing real property has no market value due to its size and location, because it is not suitable for any purpose other than a public alley, which is not needed or desired.

NOW THEREFORE BE IT RESOLVED, as follows:

1. The City Council finds and resolves that the sale of the foregoing described real property is in the public interest and convenience; and
2. The City Council intends to sell the foregoing described real property to AMG and Associates for the price of one dollar (\$1.00), with the purchaser to be responsible for all escrow costs, document preparation, etc.;

3. The City Council adopts this resolution pursuant to Cal. Govt. Code §§ 37420 – 37430.:
and
4. Pursuant to Cal. Govt. Code § 37422 this resolution shall be published once in the Desert Review, and shall be posted for not less than ten days in at least three conspicuous places on each of the foregoing identified parcels; and
5. On March 5, 2024, at its regularly scheduled meeting to be held at 6:00 p.m., in the Council Chambers located at 383 Main Street, the City Council will consider any written protests to the sale, received by the City Clerk at 383 Main Street, Brawley, California, prior to 2:00 p.m., on the same day; and
6. Protests may also be made orally at the City Council meeting to be held on March 5, 2024 at 6:00 pm, in Council Chambers located at 383 Main Street, Brawley, California;

PASSED AND ADOPTED this 20th day of February, 2024 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Ramon Castro, Mayor

ATTEST:

Thomas Garcia, Deputy City Clerk

FAURE SUB. & POR. OF TOWNSITE

FM 7-44 OM 1-15

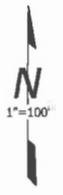
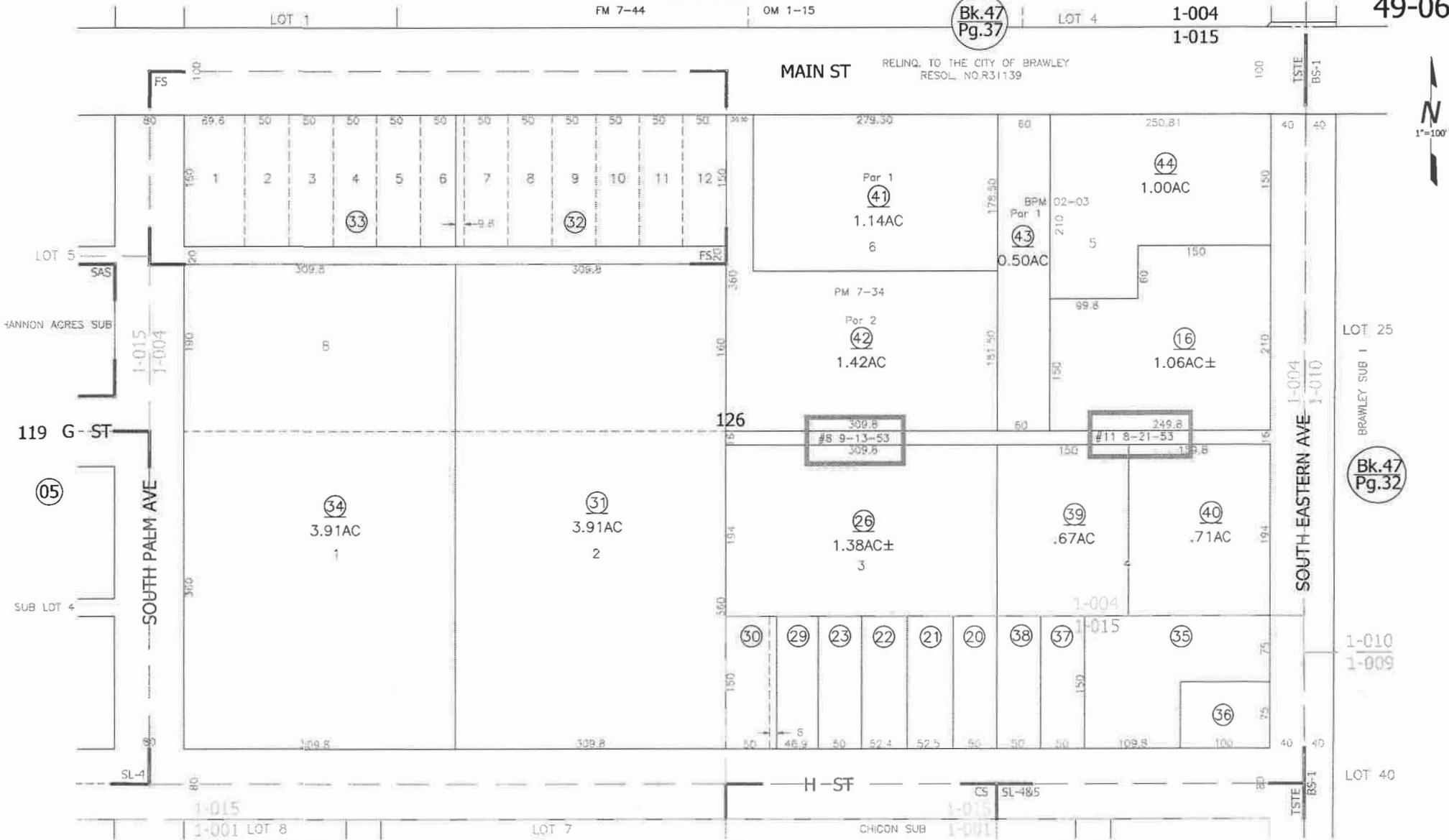
Bk.47
Pg.37

Tax Area Code

1-004

49-06

1-015



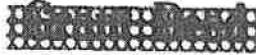
DISCLAIMER:
 THIS IS NOT AN OFFICIAL MAP.
 THIS MAP WAS CREATED FOR THE IMPERIAL COUNTY ASSESSOR, FOR THE SOLE PURPOSE OF AIDING IN THE PERFORMANCE OF THE DUTIES OF THE ASSESSOR. ANY ERRORS OR OMISSIONS IN THIS MAP ARE NOT THE RESPONSIBILITY OF THE COUNTY OF IMPERIAL OR THE ASSESSOR. (REV. & TAX. CODE SEC.327)

10-3-02 AR
 9-4-87 LS
 1-4-90 LS
 1-3-92 DP 10-16-12 MF

CITY OF BRAWLEY
 Assessor's Map Bk.49-Pg.06
 County of Imperial, Calif.

6b.2

UTILITY EASEMENT



L.R.S.

J. A. Short and Carmen Short, husband and wife as joint tenants.

(GRANTOR - GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Do Hereby Grant to The City of Brawley, a municipal corporation,

an easement to lay, install and maintain a sewer line

the real property in the City of Brawley

County of Imperial, State of California, described as follows:

North sixteen (16) feet of Lot 4, Block 126, Original
Townsite of Brawley, as shown on Map No. 16, Official Records of Imperial,
California.

Dated August 20th 19 53

Carmen Short
J. A. Short

STATE OF CALIFORNIA
COUNTY OF
IMPERIAL } ss.

On August 20th, 1953
before me, R. I. FRENCH
a Notary Public in and for said County and State, personally appeared Carmen Short and
J. A. Short

known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

R. I. French
Notary Public in and for said County and State.
My Commission Expires June 12-1957

WHEN RECORDED, PLEASE MAIL THIS INSTRUMENT TO
City Clerk

BRAWLEY

ORDER No. _____ ESCROW No. _____

SPACE BELOW FOR RECORDER'S USE ONLY

AUG 21 1953

11

DOCUMENT No. _____
RECORDED AT REQUEST OF
City Clerk

5 PM 10 A.M.

BOOK 867 PAGE 324
OFFICIAL RECORDS
County of Imperial, California

Fee \$ _____
EVALYN B. WESTERFIELD County Recorder

Theresa [Signature] Deputy

INDEXED

6b.2

PLACE INTERNAL REVENUE STAMPS IN THIS SPACE

Grant Deed

(Corporation)

L.R.S.

THE CITY OF BRAWLEY

corporation
(GRANTOR - GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Doth Hereby Grant to J. A. Shert and Carmen Shert, husband and wife
as Joint Tenants,

the real property in the City of Brawley

County of Imperial, State of California, described as follows:

The South twenty (20) feet of the North two hundred ten (210) feet of Lot 4, Block 126, Original Townsite of Brawley, as per Map No. 16, Official Records of Imperial County, California.

CITY OF BRAWLEY:

BY:

W. V. W. Clark
MAYOR
Charles A. Warren
CITY CLERK

Dated AUGUST 20, 19 53

STATE OF CALIFORNIA
COUNTY OF

IMPERIAL

} SS

On this 20th day of August in the year one thousand nine hundred 53, before me,

Charles J. Spicer

a Notary Public in and for said County and State, personally appeared W. V. W. Clark

known to me to be the Mayor and Charles A. Warren

known to me to be the City Clerk of the corporation that executed the within instrument, and knows to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal this day and year in this certificate that above written.

(Seal) Charles J. Spicer
Notary Public in and for said County and State.
My Commission Expires SEP 15 1954

WHEN RECORDED, PLEASE MAIL THIS INSTRUMENT TO
J. A. Shert, 1026 E. Main St.,
Brawley, California.
ORDER No. _____ ESCROW No. _____

SPACE BELOW FOR RECORDER'S USE ONLY.

SEP 1 1953. 27
DOCUMENT No. _____
RECORDED AT REQUEST OF
GRANTEE
10 5 P.M.
BOOK 868 PAGE 25
OFFICIAL RECORDS
County of Imperial, California
Folio 170
Folio 7/5
EMALYN B. WESTERFIELD, County Recorder
Theresa...
INDEXED

L-4 (G.S.) 7-21-52 6th Photo Form (Rev. 5-51)

City of Brawley



City Council
February 20, 2024
Agenda Item No 6c

STAFF REPORT

To: City Council
From: William Smerdon, City Attorney
Prepared by: William Smerdon, City Attorney
Subject: Resolution of Intention to Sell Ulloa Street Property

RECOMMENDATION:

Review and adopt Resolution 2024-__ expressing Council’s intention to sell the real property which has been commonly referred to as the Ulloa Street property.

BACKGROUND INFORMATION:

The City owns certain real property commonly referred to as the Ulloa Street property. The property is more particularly described as:

1. Parcel 1, which consists of approximately 24,709 square feet and is described as: TOWNSITE OF BRAWLEY W 124.8FT OF E149.8FT OF S 199FT OF N 229FT LOT1 BLK123 TSTE, APN: 047-231-013; and
2. Parcel 2, which consists of approximately 28,382 square feet and is described as: LOT:1 CITY BRAWLEY SUBD: TOWNSITE OF BRAWLEY W 124.8FT OF E149.8FT OF S 229FT OF N 458FT LOT 1 BLK123 TSTE, APN: 047-231-014.

Over the last several years various developers have explored the possibility of purchasing the property from the City. Mark Gaddis has entered into a contract to purchase the property for the purpose of developing an infill housing project.

The California Government Code provides an optional procedure that the City may use when it desires to sell real property. The procedure allows the City Council to adopt a “resolution of intention” to sell the property. Thereafter, the City must publish the resolution of intention in local newspaper, and post the resolution in at least three conspicuous places at each parcel. Finally, the procedure allows persons to object to the proposed sale at a meeting of the City Council to be held at least ten days after the adoption of the resolution.

If objections are received, the Council must consider the objections, but may vote to overrule the same, provided that there is a four-fifths vote of the Council to overrule the objections. Absent any objections, or if objections received are overruled, the sale may move forward.

FISCAL IMPACT:

If the sale is approved the City will receive the sum of \$150,000.00 in exchange for the real property.

ALTERNATIVES:

The Council may decline to adopt the resolution.

ATTACHMENTS:

- 1. Proposed Resolution
- 2. Sale Agreement

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

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager

Silvia Luna, Interim Finance Director

Status – Date of Status

Approved - 2/16/2024

Approved - 2/16/2024

RESOLUTION 2024 –

RESOLUTION OF THE CITY OF BRAWLEY, CALIFORNIA FINDING THAT IT IS IN THE PUBLIC INTEREST TO SELL CERTAIN CITY PROPERTY

WHEREAS, Cal. Govt. Code § 37420 provides an optional procedure that the City may initiate the sale of real property; and

WHEREAS, the City owns the following real property:

1. Parcel 1, which consists of approximately 24,709 square feet and is described as: TOWNSITE OF BRAWLEY W 124.8FT OF E149.8FT OF S 199FT OF N 229FT LOT1 BLK123 TSTE, APN: 047-231-013; and

2. Parcel 2, which consists of approximately 28,382 square feet and is described as: LOT:1 CITY BRAWLEY SUBD: TOWNSITE OF BRAWLEY W 124.8FT OF E149.8FT OF S 229FT OF N 458FT LOT 1 BLK123 TSTE, APN: 047-231-014.

; and

WHEREAS, the City has negotiated a sale of the foregoing property; and

WHEREAS, the purchaser intends to develop housing on the property, which will result in a very desirable infill project; and

WHEREAS, the purchase price negotiated for the real property reflects the fair market value of the property; and

WHEREAS, the City has entertained various offers for the property over the years and until now has not received an offer from a buyer that has been willing to go through with the purchase; and

WHEREAS, the current proposed buyer is ready and willing to go through with the purchase; and

NOW THEREFORE BE IT RESOLVED, as follows:

1. The City Council finds and resolves that the sale of the foregoing described real property is in the public interest and convenience; and

2. The City Council adopts this resolution pursuant to Cal. Govt. Code §§ 37420 – 37430.; and

3. Pursuant to Cal. Govt. Code § 37422 this resolution shall be published once in the Desert Review, and shall be posted for not less than ten days in at least three conspicuous places on each of the foregoing identified parcels; and

4. On March 5, 2024, at its regularly scheduled meeting to be held at 6:00 p.m., in the Council Chambers located at 383 Main Street, the City Council will consider any written protests to the sale, received by the City Clerk at 383 Main Street, Brawley, California, prior to 2:00 p.m., on the same day; and

5. Protests may also be made orally at the City Council meeting to be held on March 5, 2024 at 6:00 pm, in Council Chambers located at 383 Main Street, Brawley, California; and

6. A copy of the purchase and sale agreement is available at City Hall, 383 Main Street, Brawley, California for public inspection.

PASSED AND ADOPTED this 20th day of February, 2024 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

Ramon Castro, Mayor

ATTEST:

Thomas Garcia, Deputy City Clerk

PURCHASE AND SALE AGREEMENT

By and Between

Mark Gaddis

and

City of Brawley

PURCHASE AND SALE AGREEMENT WITH ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

(“Agreement”) is entered as of 3/16/, 2023 (“Effective Date”) between CITY OF BRAWLEY, a California general law city (“Seller”), and Mark Gaddis (“Purchaser”) with reference to the following:

Recitals

The following Recitals are for informational purposes only and in the event of any conflict between the Recitals and the Agreement, the provisions of the Agreement shall control:

A. Seller is the owner of two parcels, consisting of approximately 53,091 square feet located in the City of Brawley, County of Imperial, State of California, more particularly described as follows:

- 1. Parcel 1, which consists of approximately 24,709 square feet and is described as: TOWNSITE OF BRAWLEY W 124.8FT OF E149.8FT OF S 199FT OF N 229FT LOT1 BLK123 TSTE, APN: 047-231-013; and
- 2. Parcel 2, which consists of approximately 28,382 square feet and is described as: LOT:1 CITY BRAWLEY SUBD: TOWNSITE OF BRAWLEY W 124.8FT OF E149.8FT OF S 229FT OF N 458FT LOT 1 BLK123 TSTE, APN: 047-231-014.

B. Collectively, the parcels are referred to herein as the Property.

C. Purchaser desires to purchase the Property and Seller desires to sell the Property on the terms and conditions in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Agreement

Section 1. Purchase and Sale

Seller agrees to sell and Purchaser agrees to purchase the Property subject to the terms and conditions in this Agreement.

Section 2. Purchase Price

A. The Purchase Price for the Property shall be Seventy-Five Thousand Dollars (\$75,000.00) for each parcel for a total of One Hundred and Fifty Thousand Dollars, (\$150,000.00) and shall be payable as follows:

1. Within three (3) business days after the full execution of this Agreement by both parties, Purchaser shall pay to the Seller the sum of Five Thousand Dollars (\$5,000.00) as earnest money (“Deposit”), in a manner instructed by the Seller. The Deposit shall be credited against the Purchase Price of the Real Property. Purchaser authorizes release of this Deposit by escrow upon request of the Seller. Seller agrees to refund this Deposit in the event that this sale is cancelled for any reasons other than Purchaser not complying with the terms of this agreement.
2. On or before the Closing Date, Purchaser shall deposit the balance of the Purchase Price of the Property, One Hundred Forty-Five Thousand Dollars (\$143,000.00) in cash or immediately available funds with the Escrow Agent.

Section 3. As – Is Condition

A. The Seller makes no representations or warranties with respect to the condition of the Property or the suitability of the Property for the Purchaser’s proposed development. The Purchaser agrees to accept the Property in “as-is” condition.

Section 4. Contingent Sale

A. This sale shall be contingent upon the successful completion of the mapping process by the Purchaser.

1. The Purchaser shall prepare the necessary map, engineering and development plan at his own expense and submit the same to the Seller for review and approval.
2. All expenses related the proposed subdivision and development shall be borne by the Purchaser.
3. The Purchaser acknowledges that the Seller’s participation in this sale shall not have any effect on the subdivision review process and that the proposed map,

engineering and development plan must comply with all applicable regulations and requirements.

4. Upon the City's final approval of the major subdivision submitted by the Purchaser escrow will close. The Final Map shall be recorded upon close of escrow.

Section 5. Escrow

A. Within five business days after the full execution of this Agreement, Purchaser shall open escrow ("Escrow") with _____ ("Escrow Agent"), subject to the provisions of the standard conditions for acceptance of escrow and the terms and conditions in this Agreement, with a signed counterpart of this document to be delivered as escrow instructions to Escrow Agent. In the event of any conflict between the terms of this Agreement and the standard conditions for acceptance of escrow, the terms of this Agreement shall control.

B. If Purchaser fails to open escrow and deliver the Deposit pursuant to this section the Agreement shall automatically terminate and the parties shall be discharged from all duties and performances hereunder.

C. It is agreed by and between the parties that Purchaser shall be responsible for paying all escrow fees.

Section 6. Conditions to Purchaser's Performance

A. Purchaser's obligation to perform under this Agreement is subject to the following conditions:

- (1) The City's approval of the Major Subdivision submitted by the Purchaser;
- (2) Seller's performance of all obligations under this Agreement; and
- (3) Escrow Agent being prepared to issue the Title Policy on the Close of Escrow, subject only to the Approved Exceptions.

Section 7. Conditions to Seller's Performance

A. Seller's obligation to perform under this Agreement is subject to satisfaction of the following conditions:

- (1) Purchaser's performance of all obligations which it is required to perform pursuant to this Agreement; and
- (2) Escrow Agent's commitment to issue the Title Policy at the Close of Escrow, subject only to the Approved Exceptions.

Section 8. Due Diligence Period

A. Prior to commencing the subdivision process, with Seller's reasonable cooperation, Purchaser, its agents, employees, or contractors shall have 30 days after the date the Agreement is fully executed ("Due Diligence Period") to review the suitability of the Property for Purchaser's use and development, including without limitation, any regulations affecting the Real Property, financial and market feasibility, agreements affecting the Property, the physical condition of the Property ("Due Diligence Matters"), to contact any and all government agencies regarding the Property, and to deliver to Seller and the Escrow Holder in Purchaser's sole and absolute discretion, written notice ("Notice of Approval") of Purchaser's approval of Due Diligence Matters.

B. Seller agrees to cooperate reasonably with Purchaser and its agents, employees, or contractors in the inspection of the Real Property. Purchaser shall provide to Seller a reasonable prior written or telephonic notice (at least 24 hours) in order to conduct invasive engineering, geological, seismic, and other tests on the Property. Purchaser shall not be permitted to perform any act upon the Property that creates a public record without Seller's prior written consent, which consent shall not be unreasonably withheld. In conducting the inspections, Purchaser and its agents shall: (a) not damage any part of the Property (unless repaired as required herein); (b) not injure or otherwise cause bodily harm to Seller or its agents, guests, invitees, tenants, contractors, and employees; (c) comply with all applicable laws; (d) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (e) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; and (f) repair any damage to the Property resulting directly or indirectly from any such inspection or tests, to restore the Property to its original condition as it existed immediately prior to this Agreement.

C. Purchaser agrees to indemnify Seller and the Property against, and to hold Seller and the Property harmless from, all claims, demands, suits, actions, damages, obligations, liabilities,

losses, costs, and expenses, including, but not limited to reasonable attorney's fees and court costs, which may occur or arise as a result of Purchaser's inspections and tests on the Property. The foregoing indemnity shall survive termination of this Agreement and the Close of Escrow. The foregoing indemnity does not include or extend to: (a) any loss, liability, cost, claim, damage, injury or expense to the extent arising from or related to the acts or omissions of Seller, (b) existing matters and/ or conditions merely discovered by Purchaser, so long as Purchaser's actions do not knowingly and intentionally or negligently aggravate any pre-existing liability of Seller, including but not limited to the presence or discovery of Hazardous Materials not deposited by Purchaser, (c) the results or findings of any tests, studies, or reports resulting from or relating to the inspections, (d) the effect of any governmental action which results from such tests, reports, or studies, and (e) any diminution in value in the Property arising from or relating to matters discovered by Purchaser during its investigation of the Property.

D. Before doing any invasive tests or inspections as contemplated by this section, Purchaser shall secure and maintain, at Purchaser's sole cost, a commercial general liability and property damage insurance policy covering Purchaser's activities on the Property, with combined limits of \$1,000,000 for personal injury or death, \$1,000,000 or property damage, and \$1,000,000 policy limit for aggregate operations on an occurrence basis, which shall name Seller as an additional insured. Evidence of the required insurance, in the form of a certificate or endorsement, shall be provided to Seller prior to any entry by Purchaser or its consultants and contractors pursuant to this section.

Section 8. Title Review

A. Immediately following the execution of this Agreement by both parties, Purchaser shall cause Escrow Agent to issue to Purchaser (with a copy to Seller) a preliminary report for an ALTA Owner's Policy for the Real Property, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters affecting Seller's title to the Real Property ("Preliminary Report"), together with copies of all documents relating to title exceptions referred to in the Preliminary Report.

B. Purchaser shall approve or disapprove each exception shown on the Preliminary Report within ten (10) days following the receipt of the Preliminary Report whichever is later. Purchaser's failure to object within the ten (10) day period shall be deemed to be an approval of

the Exceptions. The Exceptions approved by Purchaser shall be referred to as the “Approved Exceptions.”

C. If any Exception is disapproved (“Disapproved Exception”), Seller shall notify Purchaser in writing within ten (10) days if Seller is willing and able to cause each Disapproved Exception to be discharged, satisfied, released, terminated, or endorsed around before the Close of Escrow, in a form that is reasonably satisfactory to Purchaser and Escrow Agent, all at Seller's sole cost and expense. Seller may authorize Escrow Agent to disburse from the Purchase Price and proceeds otherwise disburseable to Seller upon Closing the sum sufficient to discharge any Disapproved Exception that may be discharged only by the payment of money.

D. If Seller informs Purchaser that Seller is unable or unwilling to obtain a discharge, satisfaction, release, termination, or endorsement around any Disapproved Exception, Purchaser shall have the right to terminate this Agreement as provided below or waive in writing such Disapproved Exception, in which event such Disapproved Exception shall be deemed an Approved Exception under this Agreement. If this Agreement terminates pursuant to the foregoing sentence, Purchaser shall be entitled to a refund of the Deposit, and Seller shall pay the termination costs and fees charged by the Escrow Holder, and both parties shall be discharged from all duties and performances hereunder.

E. “Approved Exceptions” means (i) the exclusions listed in the standard “Schedule of Exclusions from Coverage” of the Title Policy; (ii) all taxes, assessments and other charges against the Property evidenced by the secured tax bill issued by the Tax Collector of the County which are, as of the Close of Escrow, not delinquent, except for property taxes arising from liens; and (iii) any matters described in the preliminary report to be issued by Title Insurer which are approved by Purchaser as described above.

Section 8. Close of Escrow

A. The closing of the Escrow (“Close of Escrow”, “Close” or “Closing”) shall occur upon final approval of the Purchaser’s subdivision and following the satisfaction of the conditions set forth in Sections 6 and 7 hereof.

B. Simultaneously with the Close of Escrow, Escrow Agent shall issue an ALTA Owner's Policy of Title Insurance (“Title Policy”) in the amount of the Purchase Price, subject only to the Approved Exceptions.

C. Seller shall deposit with Escrow Agent on or prior to the Close of Escrow the following documents:

- (1) A grant deed executed and acknowledged by Seller conveying to Purchaser good and marketable fee simple title to the Property, subject only to the Approved Exceptions (“Deed”); and
- (2) Seller's affidavit of nonforeign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended (“FIRPTA Affidavit”);

D. Purchaser shall deposit with Escrow Agent, on or prior to the Close of Escrow, the following:

- (1) The balance of the Purchase Price;
- (2) The approved Subdivision Map; and
- (2) Any and all loan agreements, deeds of trust, and security agreements required by Purchaser's lender.

E. On the Closing Date, Escrow Agent shall close Escrow as follows:

- (1) Record the Deed (marked for return to Purchaser) with the Imperial County Recorder (which shall be deemed delivery to Purchaser);
- (2) Record the Final Map;
- (3) Record any deed of trust required by Purchaser's lender;
- (4) Issue the Title Policy;
- (5) Prorate taxes, assessments, and other (inasmuch as Seller is a government entity the Property is currently exempt from real property taxes);
- (6) Disburse to Seller the Purchase Price;
- (7) Charge Purchaser for those costs and expenses of escrow which are paid by Purchaser pursuant to this Agreement; and
- (8) Prepare and deliver to both Purchaser and Seller one signed copy of Escrow Agent's closing statement showing all receipts and disbursements of the Escrow.

F. If Escrow Agent is unable to simultaneously perform all of the instructions set forth above, Escrow Agent shall notify Purchaser and Seller and retain all funds and documents pending receipt of further instructions jointly issued by Purchaser and Seller.

G. Upon a successful close, Purchaser shall pay the documentary transfer tax, the base premium for the title policy, the escrow fee, the fees for beneficiaries' statements, the usual documents drafting and recording charges, and any other charges the associated with the escrow.

Section 9. Termination

A. If Purchaser defaults under this Agreement, Seller shall elect, as its sole and exclusive remedy, to (1) terminate this Agreement by giving Purchaser a three-day written notice of such election prior to Closing, in which event (i) Seller shall be entitled to retain the Deposit as liquidated damages pursuant to section 10, (ii) Purchaser shall within five business days after termination deliver to Seller, without representation or warranty and without cost or expense to Seller, copies of any work product, due diligence and project estimates, and other non-confidential, non-privileged or non-proprietary materials and reports in Purchaser's possession with respect to the Property, and (iii) both parties shall be discharged from all duties and performances hereunder, except for any obligations which, by their terms, survive termination of this Agreement; or (2) enforce specific performance to consummate the sale of the Property hereunder plus all costs of seeking specific performance (including reasonable attorneys' fees); or (3) waive Purchaser's default and proceed to Closing without any reduction in the Purchase Price.

B. If Seller defaults under this Agreement, Purchaser shall elect, as its sole and exclusive remedy, to (1) terminate this Agreement by giving Seller a three-day written notice of such election prior to Closing, in which event (i) Seller shall return to Purchaser a full refund of the Deposit, (ii) Purchaser shall retain copies of any work product, due diligence and project estimates in Purchaser's possession with respect to the Property, and (iii) both parties shall be discharged from all duties and performances hereunder, except for any obligations which, by their terms, survive termination of this Agreement; or (2) enforce specific performance to consummate the sale of the Property hereunder plus all costs of seeking specific performance (including reasonable attorneys' fees), or (3) waive Seller's default and proceed to Closing without any reduction in the Purchase Price.

C. If this Agreement is terminated due to the default of a party, then the defaulting party shall pay the reasonable fees or charges claimed by the Escrow Holder in carrying out its duties under this Agreement and under any supplemental escrow instructions to this Agreement.

Section 10. Liquidated Damages

IF PURCHASER FAILS TO COMPLETE THE PURCHASE PROVIDED FOR IN THIS AGREEMENT BY REASON OF ANY DEFAULT OF PURCHASER, SELLER SHALL BE RELEASED FROM SELLER'S OBLIGATION TO SELL THE PROPERTY TO PURCHASER AND MAY PROCEED AGAINST PURCHASER UPON ANY CLAIM OR REMEDY THAT SELLER MAY HAVE IN LAW OR EQUITY; PROVIDED, HOWEVER, THAT, BY INITIALING THIS SECTION 11 PURCHASER AND SELLER AGREE THAT IN EVENT OF DEFAULT BY PURCHASER, (A) IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES; (B) AN AMOUNT EQUAL TO THE DEPOSIT MADE BY PURCHASER PURSUANT TO SECTION 2.A OF THIS AGREEMENT SHALL CONSTITUTE LIQUIDATED DAMAGES PAYABLE TO SELLER; (C) THE PAYMENT OF THE LIQUIDATED DAMAGES TO SELLER SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF SELLER; (D) SELLER MAY RETAIN THAT PAYMENT ON ACCOUNT OF PURCHASE PRICE FOR THE PROPERTY AS LIQUIDATED DAMAGES. IN PLACING THEIR INITIALS BELOW, PURCHASER AND SELLER SPECIFICALLY CONFIRM THE ACCURACY OF SUCH FACTS AND THE FACT THAT EACH OF PURCHASER AND SELLER WAS REPRESENTED BY LEGAL COUNSEL WHO EXPLAINED THE CONSEQUENCES OF THIS SECTION AT THE TIME THIS AGREEMENT WAS MADE.

[Initials of purchaser *AB*] [Initials of seller *u*]

Section 11. Seller's Representations and Warranties

The Seller make no representations or warranties with respect to the condition of the Property.

Section 12. Seller's Covenants

Commencing with the full execution of this Agreement by both parties and until the Close of Escrow, Seller shall not permit any liens, encumbrances, or easements to be placed on the Property, other than the Approved Exceptions, nor shall Seller enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the

Property that would be binding on Purchaser or the Property after the Close of Escrow without the prior written consent of Purchaser.

Section 13. Authority of Parties

A. Seller warrants that this Agreement and all other documents delivered prior to or at the Close of Escrow:

- (1) Have been authorized by the City Council of the City of Brawley;
- (2) Are binding obligations of Seller;
- (3) Are collectively sufficient to transfer all of Seller's rights to the Property; and
- (4) Do not violate the provisions of any agreement to which Seller is a party or which affects the Property, nor violate any law binding on the Seller with regard to the sale or other disposition of real property owned by a limited liability company existing in California. Seller further warrants that Seller is a general law city organized and existing, and in good standing under laws of the State of California.

B. Purchaser warrants that this Agreement and all other documents delivered prior to or on the Close of Escrow:

- (1) Are binding obligations of Purchaser; and
- (2) Violate neither the provisions of any agreement to which each of the parties is a party, nor any trust agreement binding upon Purchaser; subject, however, to applicable bankruptcy, insolvency, and other similar laws for enforcement of creditors' rights and to principles of equitable remedies.

C. The parties warrant that the persons executing this Agreement on their behalf are authorized to do so, and on execution of this Agreement, this Agreement shall be valid and enforceable against Purchaser or Seller in accordance with this Agreement.

Section 14. As Is Acknowledgment

A. As-Is Purchase. Except for Seller's representations and warranties contained in this Agreement, Purchaser acknowledges and agrees that, as of the Close of Escrow, Purchaser has examined and inspected the Property and applicable zoning and is satisfied with the physical and environmental condition, quality, quantity and state of repair of the Property in all respects and has determined that the same is acceptable to Purchaser "AS IS, WHERE IS, WITH ALL

FAULTS.” Purchaser acknowledges that Purchaser is acquiring the Property in such “AS IS” condition solely in reliance on its own inspections and examination, and in its own evaluation of the Property and its current zoning, and Purchaser hereby expressly waives and relinquishes any and all rights and remedies Purchaser may now or hereafter have against Seller, except for Seller's gross negligence or intentional misrepresentation, whether known or unknown, with respect to the physical condition, quality, quantity and state of repair of the Property, other than Seller's representations and warranties in this Agreement and for any obligations of Seller which survive Close of Escrow or termination of this Agreement. Purchaser acknowledges and agrees that, except as expressly set forth in this Agreement, Seller makes no representations or warranties, express or implied, including, without limitation, any warranties of suitability or fitness for intended purpose, with respect to any aspect of the Property. As between Seller and Purchaser, Purchaser accepts all risks regarding all attributes and conditions, latent or otherwise of the Property, except as provided in this Agreement. Further, and without limiting the foregoing, Purchaser acknowledges and agrees that Purchaser will have reviewed and accepted all applicable laws, ordinances, rules, and governmental regulations (including, but not limited to, those related to building, zoning and land use).

B. Except for Seller's representations and warranties contained in this Agreement, and any obligations of Seller that survive Close of Escrow or termination of this Agreement, Purchaser, for itself and Purchaser's agents, affiliates, successors and assigns, effective as of the Close of Escrow, hereby releases and forever discharges Seller, its agents, affiliates, successors and assigns from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of this Agreement, which Purchaser has or may have in the future, arising out of the physical, environmental, economic or legal condition of the Property, including, without limitation, any claim for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et. seq.) or any similar federal, state or local statute, rule or ordinance relating to liability of property owners for environmental matters. For the foregoing purposes, Purchaser hereby specifically waives the provisions of Section 1542 of the California Civil Code and any similar law of any other state, territory or jurisdiction. Section 1542 provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the

release, which if known by him or her must have materially affected his or her settlement with the debtor.

Purchaser hereby specifically acknowledges that Purchaser has carefully reviewed this subsection and discussed its import with legal counsel and that the provisions of this subsection are a material part of this Agreement.

[Initials of purchaser AR] [Initials of seller W]

Section 15. Brokers

Each party warrants and represents to the other that no real estate brokers have been retained or consulted in connection with this transaction. Each party agrees to defend, indemnify, and hold harmless the other party from any claims, expenses, costs, or liabilities arising in connection with a breach of that party's representations, warranties, or covenants under this Agreement.

Section 16. Attorney's Fees

If litigation is commenced between the parties, the Prevailing Party in that litigation shall be entitled to recover from the non-prevailing party all reasonable attorney's fees and costs. "Prevailing Party" shall include without limitation a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; or the party determined to be the prevailing party by a court of law.

Section 17. Notices

All notices to be given under this Agreement shall be in writing and sent by:

- A. Certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail;
- B. A nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier; or
- C. Hand delivery, in which case notice shall be deemed delivered upon receipt.

Notices shall be directed as follows:

To Seller: City of Brawley,

Attn.: City Manager
383 Main Street
Brawley, CA 92227

To Purchaser: Mark Gaddis
121 North F Street
Imperial, CA 92251

Section 18. Modification of Agreement

This Agreement and the documents referenced shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

Section 19. Severability

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

Section 20. Waivers

A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

Section 21. Construction

The Section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The Section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form shall include plural, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated in it by this reference.

Section 22. Merger

Except as provided otherwise in this Agreement, all of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement shall survive the Close of Escrow and shall not be merged in the Deed or other documents.

Section 23. Counterparts

This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

Section 24. Time of the Essence

Time is of the essence in this Agreement.

Section 25. Successors

This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors, and assigns.

Section 26. Governing Law

This Agreement shall be governed and construed in accordance with California law.

NOW THEREFORE, the parties have executed this Agreement as of the date first written above.

Purchaser:

Seller:



By: Mark Gaddis



By: George Nava
Mayor, CITY OF BRAWLEY

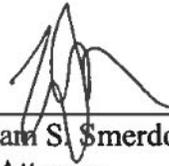


ATTEST:



Thomas Garcia,
Deputy City Clerk

APPROVED AS TO FORM:



William S. Smerdon,
City Attorney

City of Brawley



City Council
February 20, 2024
Agenda Item No 7a

STAFF REPORT

To: City Council
From: Cynthia Mancha, Consultant City Planner
Prepared by: Cynthia Mancha, Consultant City Planner
Subject: **Public Hearing for Permanent Local Housing Allocation (PLHA) 5 Year Plan & Resolution to Accept Program Funds**

RECOMMENDATION:

Approve the Resolution to Apply for and Accept PLHA Program Funds and 5-Year Plan.

BACKGROUND INFORMATION:

The California Department of Housing and Community Development (Department or HCD) released a Notice of Funding Availability (NOFA) for the Permanent Local Housing Allocation (PLHA) Program. Funding for this NOFA is provided pursuant to Senate Bill 2 (SB 2). The NOFA represents the fourth calendar year (CY) allocation of moneys deposited in the Building Homes and Jobs Trust Fund (Fund) for the prior CY and includes any remaining unawarded funds not requested by eligible applicants for prior and available CY. The City of Brawley has been allocated funds as follows:

Revenue Collection Period	CY	NOFA Issuance	Allocation
2021	2022	\$240,243.00	
2022	2023	\$234,139.00	
2023	2024	\$118,404.00	
2024	2025	-	
Total to Calendar Year Allocated			\$592,786.00

Program eligible activities include housing and homelessness programs.

The City of Brawley Police Department conducted the Point in Time Count on January 26, 2024. During the count activity, twenty-eight persons were identified experiencing homelessness within the City of Brawley. Of those counted, eight expressed that they were not local to the Imperial Valley and would accept assistance to be reunited with their families.

Recognizing the multifaceted challenges faced by those experiencing homelessness and that services are needed on an ongoing basis beyond an 8am to 5pm schedule, the City has developed a program to deploy a Homeless Outreach Team to offer comprehensive support, addressing these diverse needs and circumstances including the deployment of Project Homebound. Homebound will offer relocation assistance providing individuals the opportunity to reunite with their families and support systems. Additional services will include distributing hygiene products, clothing, and referrals to specialized healthcare, support services, and employment opportunities.

The City of Brawley will allocate 95% (\$563,146.70) of the funding under the NOFA eligible activity identified in Section 301 (a)(6) providing supportive/case management services to persons experiencing homelessness through a Homeless Outreach Team. Services will include: hygiene kits, relocation assistance, and case management. Five percent of the funding (\$29,639.30) will be utilized to offset the administrative reporting costs associated with the program implementation. Funding will be expended over a 4-year period and will be utilized to increase police personnel and equipment to deliver homeless outreach services in a proactive manner.

FISCAL IMPACT:

No impact to the general fund. The program will not generate revenue and expenses will be limited to the fund allocation.

ALTERNATIVES:

No alternative is recommended, at this time.

ATTACHMENTS:

- 1. PLHA Resolution
- 2. PLHA Application and 5 Year Plan

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

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Silvia Luna, Interim Finance Director

Tyler Salcido, City Manager

Status – Date of Status

Approved - 2/16/2024

Approved - 2/16/2024

7a.1

Local Government Formula Allocation for New Applicants						Rev 07/24	
Eligible Applicant Type:		Nonentitlement					
Local Government Recipient of PLHA Formula Allocation:				Brawley			
2021 PLHA NOFA Formula Allocation Amount:	\$240,243	2021 NOFA Allowable Local Admin (5%):	\$12,012	Admin requested?	Yes		
2022 PLHA NOFA Formula Allocation Amount:	\$234,139	2022 NOFA Allowable Local Admin (5%):	\$11,707	Admin requested?	Yes		
2023 PLHA NOFA Formula Allocation Amount:	\$118,404	2023 NOFA Allowable Local Admin (5%):	\$5,920	Admin requested?	Yes		
Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to a Local Housing Trust Fund or to another Local Government, the Applicant (for which information is required below) is the Local Housing Trust Fund or administering Local Government. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement.							
The 302(c)(4) Plan template worksheet requires first choosing one or more of the Eligible Activities listed below. If "Yes" is clicked, the 302(c)(4) Plan worksheet opens a series of questions about what precise activities are planned. Some specific activities, such as providing downpayment assistance to lower-income households for acquisition of an affordable home, could be included under either Activity 2 or 9. Please only choose one of those Activities; don't list the downpayment assistance under both Activities.							
If the PLHA funds are used for the same Activity but for different Area Median Income (AMI) level, select the same Activity twice (or more times) and the different AMI level the Activity will serve. Please enter the percentage of funds allocated to the Activity in only the first Activity listing to avoid double counting the funding allocation.							
For each year (2020-2023), allocations must equal 100% annually including the allowable administrative costs of up to 5%.							
§300 Eligible Applicants							
§300(a) and (b) Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.							
Applicant:		City of Brawley					
Address:		383 Main Street					
City:	Brawley	State:	CA	Zip:	92227	County:	Imperial
Auth Rep Name:	Tyler Salcido	Title:	City Manager	Auth Rep. Email:	tsalcido@brawley-ca.gov	Phone:	760-351-3048
Address:	383 Main Street			City:	Brawley	State:	CA
Contact Name:	Cynthia Mancha	Title:	Associate Planner	Contact Email:	planning@brawley-ca.gov	Contact Phone:	760-344-8622
Address:	383 Main Street			City:	Brawley	State:	CA
§300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds?							
No							
§300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300(c) and (d)?				A sample agreement can be found by double clicking on the icon to the right		 Document	N/A
File Name:	Application and Adopting the PLHA Plan (2020-2023 Allocations) Reso	Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2020-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.			Yes	Uploaded to HCD?	Yes
File Name:	App1 TIN	Provide a signed Gov't TIN Form				Uploaded to HCD?	Yes
File Name:	Applicant Delegation Agreement	Legally binding agreement between Delegating and Administering Local Governments.				Uploaded to HCD?	N/A
§301 Eligible Activities							
§301(a) Eligible activities are limited to the following:						Select below:	
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies.							
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.							
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.							
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.							
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.							
§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.						Yes	
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.							
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.							
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.							

§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.

§302 Threshold Requirements

§302(a) The Applicant's Housing Element and Delegating Local Government's Housing Element (if applicable) was/were adopted by the Local Government's governing body by the application submittal date subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section 65585.	Yes		
§302(b) Applicant or Delegating Local Government has submitted the current or prior year's Annual Progress Report to the Department of Housing and Community Development pursuant to Government Code Section 65400.	Yes		
§302(c)(2) Applicant certified in the Resolution submitted with this application that submission of the application was authorized by the governing board of the Applicant.	Yes		
§302(c)(3) Applicant certified in the Resolution submitted with this application that, if the Local Government proposes allocation of funds for any activity to another entity, the Local government's selection process had no conflicts of interest and was accessible to the public.	Yes		
§302(c)(4) Applicant certified in the Resolution submitted with this application that the application include a Plan in accordance with §302(c)(4)?	Yes		
§302(c)(4)(D) Applicant certified in the Resolution submitted with this application that the Plan was authorized and adopted by resolution by the Local Government and that the public had an adequate opportunity to review and comment on its content.	Yes		
§302(c)(5) Applicant certified in the Resolution submitted with this application that the Plan submitted is for a term of five years (2019-2023). Local Governments agree to inform the Department of changes made to the Plan in each succeeding year of the term of the Plan.	Yes		
§302(c)(6) Applicant certified in the Resolution submitted with this application that it will ensure compliance with §302(c)(6) if funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects.	Yes		
§302(c)(7) Applicant certified in the Resolution submitted with this application that it will ensure that the PLHA assistance is in the form of a low-interest, deferred loan to the Sponsor of the Project, if funds are used for the development of an Affordable Rental Housing Development. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Local government-approved underwriting of the Project for a term of at least 55 years.	Yes		
§302(c)(8) Has Applicant attached a program income reuse plan describing how repaid loans or accrued interest will be reused for eligible activities specified in Section 301?	Yes		
File Name: Reuse Plan	Provide Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301.	Uploaded to HCD?	Yes

Administration

Applicant agrees to adhere to §500 , Accounting Records.	Yes
Applicant agrees to adhere to §501 , Audits/Monitoring of Project Files.	Yes
Applicant agrees to adhere to §502 , Cancellation/Termination.	Yes
Applicant agrees to adhere to §503 , Reporting.	Yes

Certifications

On behalf of the entity identified below, I certify that: The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct and I possess the legal authority to submit this application on behalf of the entity identified in the signature block.

Tyler Salcido	City Manager		
Authorized Representative Printed Name	Title	Signature	Date

§302(c)(4) Plan

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.
 The City of Brawley will utilize 5% of their allocation for administrative costs and 95% on Activity #6: Assisting persons who are experiencing or at risk of homelessness.

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).
 The City of Brawley will use their PLHA allocation to serve homeless households with an AMI at or below 30%.

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.
 The City of Brawley's PLHA Five-Year Plan aligns with several goals, policies, and programs in their Housing Element:
 Goal 2: Assist in the development of adequate housing to meet the needs of all economic segments.
 Program 2.0: Continue to support the efforts of County and local agencies addressing the needs of the homeless population.
 Program 2.0: Post on the City's website information on available homeless population resources
 Program 2.9: Identify the mainstream agencies, non-profits and advocates addressing the needs of each special needs population and meet biannually with all mainstream agencies, non-profits and advocates – such as Homeless Services
 Program 2.9: Engage these groups to identify needs and new solutions
 Program 2.9: Pursue funding sources that address the needs of special housing populations
 Program 2.9: Encourage housing developers to accommodate special needs populations in portions of their developments.
§301(a)(6) Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.
 The City of Brawley Police Department has proposed a homelessness assistance program to be supported by the PLHA funds. This program recognizes the multifaceted challenges faced by those experiencing homelessness and offers comprehensive support to address the target population's diverse needs and circumstances.

Complete the table below for each proposed Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2020	2021	2022	2023														
Type of Activity for Persons Experiencing or At Risk of Homelessness	Supportive/Case Management Services	Supportive/Case Management Services	Supportive/Case Management Services	Supportive/Case Management Services														
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	95%	95%	95%	95%														
§302(c)(4)(E)(ii) Area Median Income Level Served	30%	30%	30%	30%														TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level <i>Note: complete for years 2020, 2021, 2022 only</i>	0	0	0	0														0
§302(c)(4)(E)(ii) Projected Number of Households Served	75	75	75	75														300
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	N/AP	N/AP	N/AP	N/AP														

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.
 The city and police department have a concept plan in place, and will work towards an implementation plan that will go into effect upon receipt of funds. Some proposed services include: food and shelter, transportation, hygiene, clothing, referrals to specialized healthcare, employment opportunities and specific support services.

File Name: Plan Adoption Reso **§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content.** **Uploaded to HCD?** Yes

Total Percentage of Funds Allocated Calculator (2020 - 2023)

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th colspan="2">2020 Allocation</th></tr> <tr><td>Admin</td><td>5%</td></tr> <tr><td>Funds Allocated</td><td>95%</td></tr> <tr><td>Total Percentage of Funds Allocated for 2020</td><td>95%</td></tr> </table>	2020 Allocation		Admin	5%	Funds Allocated	95%	Total Percentage of Funds Allocated for 2020	95%	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th colspan="2">2021 Allocation</th></tr> <tr><td>Admin</td><td>5%</td></tr> <tr><td>Funds Allocated</td><td>95%</td></tr> <tr><td>Total Percentage of Funds Allocated for 2021</td><td>100%</td></tr> </table>	2021 Allocation		Admin	5%	Funds Allocated	95%	Total Percentage of Funds Allocated for 2021	100%	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th colspan="2">2022 Allocation</th></tr> <tr><td>Admin</td><td>5%</td></tr> <tr><td>Funds Allocated</td><td>95%</td></tr> <tr><td>Total Percentage of Funds Allocated for 2022</td><td>100%</td></tr> </table>	2022 Allocation		Admin	5%	Funds Allocated	95%	Total Percentage of Funds Allocated for 2022	100%	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th colspan="2">2023 Allocation</th></tr> <tr><td>Admin</td><td>5%</td></tr> <tr><td>Funds Allocated</td><td>95%</td></tr> <tr><td>Total Percentage of Funds Allocated for 2023</td><td>100%</td></tr> </table>	2023 Allocation		Admin	5%	Funds Allocated	95%	Total Percentage of Funds Allocated for 2023	100%
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Total Percentage of Funds Allocated for 2023	100%																																		

RESOLUTION 2024-**RESOLUTION OF THE CITY OF BRAWLEY, CALIFORNIA AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM**

WHEREAS, the California Department of Housing and Community Development (“Department”) is authorized to provide up to \$296 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq.(Chapter 364, Statutes of 2017 (SB 2)); and

WHEREAS, the State of California (“State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated 12/29/2023 under the Permanent Local Housing Allocation (PLHA) Program; and

WHEREAS, the City of Brawley is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation; and

WHEREAS, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE, BE IT RESOLVED, as follows:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department; and
2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix B of the current NOFA (\$906,940) in accordance with all the applicable rules and laws; and
3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department; and
- 4. Pursuant to Section 302(c)(4) of the Guidelines, Applicant’s PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines; and**
- 5. If applicable:** Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), “entity” means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation; and

6. If applicable: Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest; and

7. If applicable: Pursuant to Applicant’s certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements; and

8. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department; and

9. The City Manager is authorized to execute the PLHA Program Application, the PLHA Standard Agreement, and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED this 20th day of February, 2024 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

Ramon Castro, Mayor

ATTEST:

Thomas Garcia, Deputy City Clerk