



**Brawley City Council &
Successor Agency to Brawley
Community Redevelopment Agency
Regular Meeting Agenda
March 19, 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 Rebolgar, 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, March 19, 2024.

- a. Public Comments for Items not on the Agenda.
- b. Presentation of Proclamation in Recognition of Marjo Daves Mello. Presented by Ramon Castro, Mayor.
- c. Presentation of Proclamation in Recognition of Dixie Dale Smith. Presented by Ramon Castro, Mayor.
- d. Presentation of Proclamation in Recognition of Brawley Elementary School Dual Language Immersion Program. Presented by Ramon Castro, Mayor.
- e. Presentation of Recognition of the 2024 Imperial County ACSA (Association of California School Administrators) Teachers and Counselors of the Year. Presented by Ramon Castro, Mayor.

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: March 5th, 2024. (1 Attachment)
- b. Approve demand check registers processed from Feb. 24, 2024 to Mar. 08, 2024. (3 Attachments)
- c. Approve Reinstatement and Third Amendment to Site Access Agreement with Chevron Environmental Management Company. (2 Attachments)

- d. Approve Second Reading of Ordinance 2024-___ establishing installation of a stop sign for west bound traffic at the intersections of Legion Street and Walmart access road.
(3 Attachments)
- e. Approve Various Vehicles as Surplus Property as established by the 2022 City's Surplus Policy.
(2 Attachments)
- f. Approve to reject bids for Caltrans Federally Funded Project No. 2023-10 Traffic Signal Synchronization CML 5167(046) and approve re-advertisement.
(2 Attachments)

4. CITY MANAGER REPORT

5. STUDY SESSION

- a. Review of current capital improvement carryover projects and discussion of Fiscal Years 2024/25 to 2028/29 Preliminary Proposed Capital Improvement Program and Heavy Equipment. Presented by Silvia Luna, Interim Finance Director
(3 Attachments)

6. INFORMATIONAL REPORTS

- a. Approve City of Brawley Resolution, to be joined by the BUHS and BESD, for a Joint Letter to the Imperial County Office of Education Board of Trustees and Imperial County Board of Supervisors calling upon all stakeholders to recognize the importance of this issue and collaborate on developing and implementing strategies aimed at promoting healthy and responsible social media and internet use. Presented by Gil Rebolgar, Councilmember.
(3 Attachments)
- b. Review, discuss and potentially pass for Second reading draft ordinance designed to address concerns about noise issues in City limits. Presented by William Smerdon, City Attorney.
(2 Attachments)
- c. Review, discuss and potentially approve Letter of Support for SB 1309 - Lithium Battery Production Council. Presented by Tyler Salcido, City Manager.
(3 Attachments)
- d. Review, discuss and potentially approve a Letter of Support for AB 2757 - Southeast California Economic Region. Presented by Tyler Salcido, City Manager.
(3 Attachments)

- e. Potential action to adopt attached resolution approving the application for HOME Investment Partnership Program funds. Presented by Tyler Salcido, City Manager.
(2 Attachments)
- f. Potential action to approve the Resolution to Apply for HOME Grant Funds for Casa Colibri. Presented by Cynthia Mancha, Consultant City Planner.
(2 attachments)
- g. Potential action to approve Amendment No. 1 to the Agreement with Lee & Ro Inc., to provide additional Professional Engineering Services and Construction Management for the Water Treatment Plant (WTP) Raw Water Storage Pond Liner Replacement Project. Presented by Romualdo Medina, Director of Public Works Operations.
(3 Attachments)
- h. Potential action to approve Amendment No. 2 to the Agreement with NV5 to extend for another year with an increase to the contract of \$85,000 for continued Professional Engineering Services. Presented by Romualdo Medina, Director of Public Works Operations.
(3 Attachments)
- i. Potential action to approve Contract Change Order No. 1 to Contract 2023-05 WTP Raw Water Storage Ponds Liner Replacement for \$252,166.85 to Layfield USA Corp, and authorize the City Manager to execute all documentation concerning this project. Presented by Romualdo Medina, Director of Public Works Operations.
(7 Attachments)
- j. Potential action to pass Resolution 2024-___ re: to approve Agreement with The STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES and authorize City Manager to execute the agreement. Presented by Romualdo Medina, Director of Public Works Operations.
(3 Attachments)

7. CITY COUNCIL MEMBER REPORTS

8. CITY ATTORNEY REPORT

9. CLOSED SESSION

EXISTING LITIGATION

- a. Conference with Legal Counsel — One (1) Case (Government Code §54956.9)
Name of Case: Vertical Bridge Development, LLC vs. City of Brawley

ADJOURNMENT: *Regular Meeting April 02, 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



2d

Proclamation

In Recognition of

Brawley Elementary School District's Dual Language Immersion Program

WHEREAS, the City of Brawley recognizes the importance of education and the invaluable role it plays in the development of our community's future; and

WHEREAS, the Brawley Elementary School District has implemented a Dual Language Immersion Program aimed at educating students to become proficient in both English and Spanish; and

WHEREAS, this program exemplifies a commitment to linguistic diversity and cultural understanding, preparing students to thrive in a global society; and

WHEREAS, research demonstrates that bilingual individuals enjoy cognitive benefits, such as enhanced problem-solving skills, greater creativity, and improved multitasking abilities; and

WHEREAS, bilingualism opens doors to cultural insights and opportunities, fostering empathy, cultural awareness, and a broader perspective of the world; and

WHEREAS, the ability to communicate in more than one language is a highly sought-after skill in the global job market, positioning our students for a wide range of career opportunities; and

WHEREAS, the Dual Language Immersion Program supports community cohesion by bridging linguistic divides, promoting mutual understanding, and encouraging respect among diverse groups.

NOW, THEREFORE, BE IT RESOLVED, I, Ramon Castro, Mayor of the City of Brawley, along with the Brawley City Councilmembers, hereby recognizes and commends the Brawley Elementary School District for its innovative and forward-thinking Dual Language Immersion Program. We acknowledge the program's significant contributions to the educational enrichment of our children and its role in preparing them for successful futures.

BE IT FURTHER RESOLVED, that the City of Brawley supports the continued success and expansion of the Dual Language Immersion Program, recognizing its importance in fostering a bilingual, bicultural, and biliterate community that values education, diversity, and the cultural contributions of all its members.

In the City of Brawley, California

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Brawley to be fixed on this 19th day of March 2024.

Ramon Castro, Mayor



CITY OF BRAWLEY
March 5, 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.

www.youtube.com/watch?v=LUIrJ3x7rXc

PRESENT: Castro, Wharton, Rebollar, Hamby, Nava
PRESENT VIA ZOOM: None
ABSENT: None

INVOCATION: CM Hamby

PLEDGE OF ALLEGIANCE: Max Reyes

1. APPROVAL OF AGENDA:

Eric Reyes requested that item 3f be pulled from the consent agenda and discussed under regular business.

The Agenda, with the requested change was approved. m/s/c Hamby/Nava 5-0

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, March 5, 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. Max Reyes made comments regarding an upcoming Ceasar Chavez event. His comments may be viewed at:

www.youtube.com/watch?v=LUIrJ3x7rXc

2. Eric Reyes made comments regarding the Ceasar Chavez event. His comments may be viewed at:

www.youtube.com/watch?v=LUIrJ3x7rXc

b. Presentation of Certificate of Recognition to Juan Antunez. Presented by Mayor Ramon Castro, Brawley City Council.

The presentation may be viewed at:

www.youtube.com/watch?v=LUIrJ3x7rXc

c. Presentation of Certificate of Recognition to Delarie “DJ” Juarez. Presented by Mayor Ramon Castro, Brawley City Council.

This presentation has been rescheduled and will occur at pep rally to be held at Brawley Union High School.

d. Presentation of Certificate of Recognition to Josefa Villegas Torres. Presented by Mayor Ramon Castro, Brawley City Council.

Mr. Nava announced that this presentation was held earlier in the morning and the proclamation was present by Mayor Castro and that he was also in attendance.

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. Item 3f was pulled and considered under Regular Business. m/s/c Hamby/Rebollar 5-0

a. **Approved** City Council Minutes: February 20, 2024.

b. **Approved** demand check registers processed from Feb. 10, 2024 to Feb. 23, 2024.

c. **Received and filed** the Second Quarter Fiscal Year 2023/24 Treasury Report for Quarter Ended December 31, 2023.

d. **Authorized** a one-time payment for consultant Hinderliter de Llamas & Associates for Sales Tax Recovery Audit Fee.

e. **Approved** a Letter of Support to protect dedicated Regional Early Action Planning grants (REAP2.0) Program Funding.

www.youtube.com/watch?v=LUIrJ3x7rXc

- f. Approve Memorandum of Understanding (MOU) between the City of Brawley and Clean Water Ventures, Inc. (CWV) to potentially develop, own, operate, install, and maintain Modular Hydro-Thermal Technology (MHTT) Clean Water-Green Energy Systems.

This item was considered as part of regular business.

4. CITY MANAGER REPORT:

The City Manager reported the following:

- a. Parks and Rec obtained a grant in the amount of \$25,000 to help support summer day camp.
- b. Parks and Rec also obtained a grant in the amount of \$8,000 to be used for the Senior Center’s tranquility garden.
- c. The City Manager had Petra make a presentation about the City’s new website.

The City Manager’s report may be viewed at:

www.youtube.com/watch?v=LUIrJ3x7rXc

5. REGULAR BUSINESS:

Item 3f from the Consent Agenda: Approve Memorandum of Understanding (MOU) between the City of Brawley and Clean Water Ventures, Inc. (CWV) to potentially develop, own, operate, install, and maintain Modular Hydro-Thermal Technology (MHTT) Clean Water-Green Energy Systems.

The MOU was approved. m/s/c Wharton/Rebollar 5 – 0.

www.youtube.com/watch?v=LUIrJ3x7rXc

- a. Review and approve Professional Services Agreement with Tripepi Smith to provide public outreach services pertaining to a potential local ballot measure for upcoming municipal election. This agreement for a term of one (1) year, is for a not to exceed amount of \$152,300.00. Presented by Thomas Garcia, Assistant to the City Manager.

The agreement was approved. m/s/c Nava/Hamby 4-1 Rebollar voted no.

www.youtube.com/watch?v=LUIrJ3x7rXc

- b. 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.

The first reading of the ordinance was approved. m/s/c Nava/Hamby 5-0.

www.youtube.com/watch?v=LUIrJ3x7rXc

- c. Review and approve Professional Services Agreement Amendment No. 1 with Dutton Consulting for the continued Professional Consulting Services to proposed Rancho Los Lagos development activities and anticipated LAFCO hearing in early 2025; and authorize the City Manager to execute this agreement. Presented by Thomas Garcia, Assistant to the City Manager.

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

www.youtube.com/watch?v=LUIrJ3x7rXc

- d. Discuss and approve Resolution 2024-__ and Ordinance 2024-__ (first reading) to authorize installation of a stop sign for westbound traffic at the intersections of Legion Street and Walmart access road. Presented by Rom Medina, Director of Public Works Operations.

The resolution was adopted and the first reading of the ordinance was approved. m/s/c Wharton/Nava 5-0.

www.youtube.com/watch?v=LUIrJ3x7rXc

- e. Discuss and approve award of contract for Specification No. 2023-04, Road Improvements Projects at Various Locations, to LC Paving & Sealing Inc. Contract amount of \$563,298.00, authorize at 20% contingency of \$112,659.60 for a total 3 project amount of \$675,957.60. Further, authorize the City Manager to execute all documentation in relation to this project. Presented by Rom Medina, Director of Public Works Operations.

The contract was awarded to LC Paving & Sealing Inc. m/s/c Hamby/Nava 5-0.

www.youtube.com/watch?v=LUIrJ3x7rXc

6. PUBLIC HEARING:

- a. Public Hearing to hear and consider objections to the sale of real property 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 Mayor opened the public hearing at 7:45. There were no comments from the public. The Mayor closed the public hearing at 7:46.

www.youtube.com/watch?v=LUIrJ3x7rXc

5. REGULAR BUSINESS, CONT.:

- f. Discussion and potential action to adopt Resolution 2024-__ considering objections to the sale of real property. Presented by William Smerdon, City Attorney.

The City did not receive any objections to the intended sale, therefore the resolution was not considered.

6. PUBLIC HEARINGS (CONTINUED)

b. Public Hearing to hear and consider objections to the sale of real property 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.

The Mayor opened the public hearing at 7:47. There were no comments from the public. The Mayor closed the public hearing at 7:48.

www.youtube.com/watch?v=LUIrJ3x7rXc

5. REGULAR BUSINESS (CONTINUED)

g. Discussion and potential action to adopt Resolution 2024-__ considering objections to the sale of real property. Presented by William Smerdon, City Attorney.

The City did not receive any objections to the intended sale, therefore the resolution was not considered.

7. INFORMATIONAL REPORTS

a. Monthly Staffing Report for March, 2024.

The Council Members reviewed the report prior to the meeting.

8. 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.

www.youtube.com/watch?v=LUIrJ3x7rXc

9. CITY ATTORNEY REPORT:

There was no report.

10. CLOSED SESSION:

a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

1. Joint Powers Insurance Authority (JPIA) for Insurance Claims Discussions The Legislative Body, as a Member of a Joint Powers Authority, formed for purposes of insurance pooling pursuant to G.C. Section 6500 et seq., will meet in closed session to discuss claims for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by the Joint Powers Agency or a Local Agency Member of the Authority. There are twenty-one (21) Potential Claims (G.C. 54956.9)

Information was provided to the Council. No action was taken.

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

Information was provided to the Council. No action was taken.

- b. 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

There was nothing to discuss.

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

William Smerdon, Deputy City Clerk

City of Brawley

City Council

March 19, 2024

Agenda Item No. 3b



3b

STAFF REPORT

To: City Council
From: Silvia Luna, Interim Finance Director
Prepared by: Maria Padilla, Senior Accounting Assistant
Subject: Demand check registers processed from Feb. 24, 2024 to Mar. 08, 2024

RECOMMENDATION:

Approve demand check registers processed from Feb. 24, 2024 to Mar. 08, 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	348	149	0.00	438,954.12
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	-8,198.67
Bank Drafts	16	16	0.00	335,370.69
EFT's	19	11	0.00	76,720.88
	383	182	0.00	842,847.02

Utility refunds included the following:

Totals by Transaction Type and Revenue Code

Transaction Type	Revenue Code	Count	Amount
Refund	996 - 996	1	187.13
		Refund Total:	187.13
		Total for Period:	187.13

FISCAL IMPACT:

No additional fiscal impact to approve these reports.

ALTERNATIVES:

None.

ATTACHMENTS:

- 1. Check Report by Check Number
- 2. Monthly Transaction Report

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 – 3/13/2024

Approved – 3/12/2024



City of Brawley

3b.1

Check Report

By Check Number
 Date Range: 02/27/2024 - 03/08/2024

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						
02469	Barcodes LLC	03/01/2024	EFT	0.00	1,311.32	588
INV7254378	Invoice	02/27/2024	PRINTING EQUIPMENT FOR CITATIONS (O...	0.00	1,311.32	
02405	Brawley Analytical Inc.	03/01/2024	EFT	0.00	3,661.00	589
013	Invoice	02/28/2024	Water Testing/Labs	0.00	314.00	
066	Invoice	02/28/2024	Water Testing/Labs	0.00	2,659.00	
092	Invoice	02/28/2024	Water Testing/Labs	0.00	688.00	
00478	Delta Dental	03/01/2024	EFT	0.00	8,570.09	590
BE005944349	Invoice	02/28/2024	Mar 2024 Dental Insurance	0.00	8,570.09	
02290	ScribSoft Holdings Inc.	03/01/2024	EFT	0.00	130.00	591
PER00031863	Invoice	02/22/2024	Gross Pmts/Handling & Credit Card Fees/J...	0.00	130.00	
02304	Townsend Public Affairs Inc.	03/01/2024	EFT	0.00	5,000.00	592
21155	Invoice	02/28/2024	Lobbyist Consulting Services	0.00	5,000.00	
02242	Andrade Acquisitions	03/08/2024	EFT	0.00	27,929.97	593
4	Invoice	03/06/2024	Fire Department Bathroom Remodel	0.00	15,951.35	
5	Invoice	03/08/2024	Retention - Fire Dept Bathroom Improvem...	0.00	11,978.62	
02469	Barcodes LLC	03/08/2024	EFT	0.00	7,811.88	594
INV7260430	Invoice	03/04/2024	PRINTING EQUIPMENT FOR CITATIONS (O...	0.00	6,249.50	
INV7260968	Invoice	03/04/2024	PRINTING EQUIPMENT FOR CITATIONS (O...	0.00	1,562.38	
02405	Brawley Analytical Inc.	03/08/2024	EFT	0.00	1,052.00	595
0169	Invoice	02/29/2024	Water Testing/Labs	0.00	738.00	
0176	Invoice	02/29/2024	Water Testing/Labs	0.00	314.00	
02299	Infosend Inc.	03/08/2024	EFT	0.00	4,605.42	596
257063	Invoice	03/04/2024	FY23-24 UB Mailing Services	0.00	4,605.42	
01044	Lee & Ro Inc	03/08/2024	EFT	0.00	12,150.00	597
1228-06/01/01	Invoice	03/06/2024	Revised Planning Proposal	0.00	12,150.00	
02151	Paychex, Inc.	03/08/2024	EFT	0.00	4,499.20	598
26790	Invoice	03/04/2024	WE 2/4/24/IT Temp/William Huang	0.00	1,184.00	
26800	Invoice	03/04/2024	WE 2/11/24/IT Temp/William Huang	0.00	1,184.00	
26817	Invoice	03/04/2024	WE 2/18/24/IT Temp/William Huang	0.00	1,184.00	
26827	Invoice	03/04/2024	WE 2/25/24/IT Temp/William Huang	0.00	947.20	
00036	Air Conditioning Guys Inc	02/29/2024	Regular	0.00	-8,118.67	301010
00239	Brawley Police Sergeant's Asso	02/27/2024	Regular	0.00	400.00	302495
INV0003931	Invoice	02/23/2024	Union Dues	0.00	400.00	
00240	Brawley Public Safety Employee	02/27/2024	Regular	0.00	2,170.00	302496
INV0003930	Invoice	02/23/2024	Union Dues	0.00	2,170.00	
00287	California State Disbursement	02/27/2024	Regular	0.00	1,072.92	302497
INV0003916	Invoice	02/23/2024	Child Support Deductions	0.00	1,072.92	
00660	Franchise Tax Boards State Of California	02/27/2024	Regular	0.00	150.00	302498
INV0003933	Invoice	02/23/2024	Earnings Withholding	0.00	150.00	
00799	Imperial County Sheriff Civil Division	02/27/2024	Regular	0.00	50.00	302499
INV0003917	Invoice	02/23/2024	Earnings Withholdings	0.00	50.00	
01658	Teamsters Local #542	02/27/2024	Regular	0.00	1,368.00	302500

3b.1

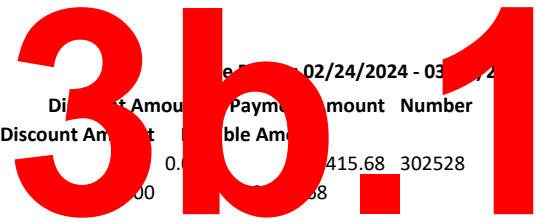
Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Net Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description			Payable Amount	
INV0003932	Invoice	02/23/2024	Union Dues			1,360.00	
01717	United Way of Imperial County	02/27/2024	Regular		0.00	5.00	302501
INV0003928	Invoice	02/23/2024	United Way Deductions		0.00	5.00	
00002	360 Business Products	03/01/2024	Regular		0.00	27.97	302505
WO-41518-2	Invoice	02/23/2024	Pens		0.00	27.97	
00068	All County Fire	03/01/2024	Regular		0.00	227.72	302506
150861	Invoice	02/28/2024	Fire Extinguisher Annual Maintenance/Lib...		0.00	227.72	
00084	Alsco American Linen Div Steiner Corp	03/01/2024	Regular		0.00	711.08	302507
LYUM1784978	Invoice	02/28/2024	Cleaning Services/Supplies/WWTP		0.00	129.21	
LYUM1785655	Invoice	02/27/2024	Cleaning Services/Supplies/PD		0.00	157.77	
LYUM1785657	Invoice	02/27/2024	Cleaning Services/Supplies/City Hall		0.00	37.36	
LYUM1785658	Invoice	02/27/2024	Cleaning Services/Supplies/Parks/Admin		0.00	180.39	
LYUM1785664	Invoice	02/28/2024	Cleaning Services/Supplies/WTP		0.00	77.14	
LYUM1786645	Invoice	02/28/2024	Cleaning Services/Supplies/WWTP		0.00	129.21	
00145	Aramark Uniform Services Inc	03/01/2024	Regular		0.00	106.20	302508
5220313977	Invoice	02/27/2024	Mats/Dust Mops		0.00	106.20	
00168	AT&T CalNet	03/01/2024	Regular		0.00	2,221.10	302509
2-24ATT Calnet	Invoice	02/29/2024	Telephone Services/Various Depts/1/20/2...		0.00	2,221.10	
00171	AT&T Long Distance	03/01/2024	Regular		0.00	96.30	302510
2-24ATTParks	Invoice	02/27/2024	Internet Service/Parks/2/17/24 - 3/16/24		0.00	96.30	
02263	Brandon Mathew Self	03/01/2024	Regular		0.00	80.00	302511
2-24BasketballW...	Invoice	02/27/2024	Youth Basketball 2024/Rec/Feb 15		0.00	80.00	
00228	Brawley Ace Hardware	03/01/2024	Regular		0.00	1,951.76	302512
I39337/2	Invoice	02/28/2024	Shop Towels/Cleaner/Cobweb Brush/Bulbs		0.00	117.98	
I46702/2	Invoice	02/23/2024	Car Wash/Cable Ties/Cloths/Gloves		0.00	126.10	
I48328/2	Invoice	02/23/2024	Wrench/Batteries/Bucket/Bungee Cords		0.00	59.65	
I51628/2	Invoice	02/23/2024	Ratchet/Torx Bit Socket Set		0.00	42.00	
I52175/2	Invoice	02/23/2024	Valve Box		0.00	42.01	
I53182/2	Invoice	02/23/2024	Padlock		0.00	16.15	
I53543/2	Invoice	02/23/2024	Spackling Compound/Painter's Tape/Prim...		0.00	48.44	
I53651/2	Invoice	02/23/2024	No-Seep Wax Rings		0.00	5.58	
I53676/2	Invoice	02/23/2024	Paint/Rags/Graffiti Remover/Polish/Brush...		0.00	128.04	
I53926/2	Invoice	02/23/2024	Tire Shine/Air Filter/Badge Retriever/Keys		0.00	58.24	
I54070/2	Invoice	02/23/2024	Bolts, Nuts & Washers		0.00	2.59	
I54113/2	Invoice	02/23/2024	Barrel Bolts		0.00	11.60	
I54123/2	Invoice	02/23/2024	Supply Line/Stop Valves		0.00	40.91	
I54337/2	Invoice	02/23/2024	Push Broom		0.00	21.54	
I54751/2	Invoice	02/26/2024	Entry Door Knob & Deadbolt		0.00	70.03	
I54940/2	Invoice	02/26/2024	Padlocks		0.00	32.30	
I54957/2	Invoice	02/27/2024	Keys/Cable Key Ring		0.00	12.47	
I55038/2	Invoice	02/23/2024	Trash Bags/Brushes/Disinfectant Spray/Key		0.00	61.34	
I55099/2	Invoice	02/26/2024	Padlock		0.00	16.15	
I55124/2	Invoice	02/23/2024	Padlock		0.00	30.16	
I55211/2	Invoice	02/26/2024	Stainless Steel Bulk/Spring Snap/Sash Chain		0.00	99.21	
I56226/2	Invoice	02/26/2024	Paint Rollers		0.00	8.18	
I56229/2	Invoice	02/26/2024	Keys/Fasteners/Hardware		0.00	10.83	
I56264/2	Invoice	02/23/2024	Nitrile Gloves		0.00	58.15	
I56853/2	Invoice	02/26/2024	Keys/Padlock		0.00	35.49	
I56923/2	Invoice	02/23/2024	Latitude Cooler		0.00	48.48	
I57169/2	Invoice	02/27/2024	Screen Moulding/Paint Rollers/Nails		0.00	12.25	
I58366/2	Invoice	02/26/2024	Screws/Plywood		0.00	55.28	
I59879/2	Invoice	02/22/2024	Wood Glue		0.00	4.95	
I60142/2	Invoice	02/26/2024	Anchors/Paint Scraper/Caulk		0.00	18.93	
I60153/2	Invoice	02/26/2024	Toggle Bolt/Bolts, Nuts & Washers		0.00	8.38	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Disc	Net Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Net Amount	Payable Amount	
I60161/2	Invoice	02/26/2024	Paint Rollers/Paint Tray Liners/Paint Tray ...	0.00	41.56	41.56	
I60256/2	Invoice	02/26/2024	Grease Gun	0.00	18.07	18.07	
I60344/2	Invoice	02/26/2024	LED Bulbs/Latch Guard	0.00	25.77	25.77	
I60361/2	Invoice	02/26/2024	Spray Cleaner	0.00	66.78	66.78	
I60898/2	Invoice	02/26/2024	Keys	0.00	-4.31	-4.31	
I61143/2	Invoice	02/26/2024	Chain Loop	0.00	41.96	41.96	
I61218/2	Credit Memo	02/26/2024	Credit for Inv I61143/2/Chain Loops	0.00	12.91	12.91	
I61239/2	Invoice	02/26/2024	Soap/Bird Food	0.00	-62.47	-62.47	
I61253/2	Invoice	02/26/2024	Marking Stick/Paint Marker	0.00	16.15	16.15	
I61280/2	Credit Memo	02/26/2024	Credit for Inv I61218/2/Chain Loops	0.00	9.67	9.67	
I61329/2	Invoice	02/26/2024	Padlock	0.00	6.44	6.44	
I61331/2	Invoice	02/26/2024	Keys	0.00	9.67	9.67	
I61333/2	Invoice	02/26/2024	Keys	0.00	58.16	58.16	
I61538/2	Invoice	02/26/2024	Keys	0.00	20.45	20.45	
I61889/2	Invoice	02/27/2024	LED Linear Lamps	0.00	3.87	3.87	
I63510/2	Invoice	02/26/2024	Silicone Caulk/LED Bulbs	0.00	15.47	15.47	
I64392/2	Invoice	02/27/2024	Key	0.00	96.46	96.46	
I64723/2	Invoice	02/27/2024	Keys	0.00	19.35	19.35	
I64735/2	Invoice	02/26/2024	Lumber/Drill Bit/Construction Adhsv/Fastn...	0.00	26.41	26.41	
I64766/2	Invoice	02/26/2024	Propane	0.00			
I64962/2	Invoice	02/27/2024	Utility Knife/Stainless Steel Bulk	0.00			
	Void	03/01/2024	Regular	0.00	0.00	0.00	302513
	Void	03/01/2024	Regular	0.00	0.00	0.00	302514
	Void	03/01/2024	Regular	0.00	0.00	0.00	302515
01918	California Peace Officers' Association	03/01/2024	Regular	0.00	550.00	550.00	302516
395360	Invoice	02/29/2024	Public Safety Leadership Symposium/Mart...	0.00	550.00	550.00	
00299	Canon Financial Services Inc	03/01/2024	Regular	0.00	727.59	727.59	302517
32026871	Invoice	02/28/2024	Copier Usage/Contract Charge/WTP/Jan 2...	0.00	95.52	95.52	
32026876	Invoice	02/23/2024	Copier Usage/Contract Charge/City Hall/J...	0.00	632.07	632.07	
00301	Canon Solutions America Inc	03/01/2024	Regular	0.00	16.35	16.35	302518
6006990342	Invoice	02/26/2024	Maintenance/Copier/WWTP	0.00	16.35	16.35	
02485	Cecilia Becerra	03/01/2024	Regular	0.00	100.00	100.00	302519
R00144982	Invoice	02/28/2024	Facility Deposit Refund/Parks & Rec	0.00	100.00	100.00	
00387	Consolidate Electrical Dist	03/01/2024	Regular	0.00	63.03	63.03	302520
1964-1011669	Invoice	02/27/2024	Electronic Ballast	0.00	63.03	63.03	
00458	David Pham	03/01/2024	Regular	0.00	857.13	857.13	302521
3-24Travel	Invoice	02/22/2024	Travel Adv/Less Lethal Instructor Course	0.00	857.13	857.13	
00487	Dept of Toxic Substances Control	03/01/2024	Regular	0.00	2,376.00	2,376.00	302522
IM0017182	Invoice	02/27/2024	Hazardous Materials/Facility ID FA000041...	0.00	2,376.00	2,376.00	
02486	Desmond H Thomas	03/01/2024	Regular	0.00	80.00	80.00	302523
2-24BasketballW...	Invoice	02/27/2024	Youth Basketball 2024/Rec/Feb 20	0.00	80.00	80.00	
02486	Desmond H Thomas	03/01/2024	Regular	0.00	-80.00	-80.00	302523
00531	EA Electric	03/01/2024	Regular	0.00	1,435.00	1,435.00	302524
INV184	Invoice	02/26/2024	Electrical/Instrument Work/Motor/NTU ...	0.00	1,435.00	1,435.00	
02266	Emilia Mata	03/01/2024	Regular	0.00	64.00	64.00	302525
2-24BasketballW...	Invoice	02/27/2024	Youth Basketball 2024/Rec/Feb 23	0.00	64.00	64.00	
02468	Eric Franklin	03/01/2024	Regular	0.00	440.00	440.00	302526
2-24BasketballW...	Invoice	02/28/2024	Youth Basketball 2024/Rec/Feb 15 & 16	0.00	200.00	200.00	
2-24BasketballW...	Invoice	02/28/2024	Youth Basketball 2024/Rec/Feb 20 & 21	0.00	240.00	240.00	
02464	Faith Funez	03/01/2024	Regular	0.00	64.00	64.00	302527
2-24BasketballW...	Invoice	02/27/2024	Youth Basketball 2024/Rec/Feb 21	0.00	64.00	64.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Net Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description				
00714 13864	Gold Coast Environmental Invoice	02/26/2024	03/01/2024 Regular Foxboro Pressure Flow Meter	0.00	0.00	415.68	302528
00720 74915496	GovConnection Inc Invoice	02/23/2024	03/01/2024 Regular MST Hub Splitter Adapter	0.00	0.00	87.92	302529
01722 INV00262409 INV00269664 INV00270648 INV00270689	HD Supply, Inc. Invoice Invoice Invoice Invoice	02/26/2024 02/27/2024 02/27/2024 02/27/2024	03/01/2024 Regular Centrifugal Pumps SDS Binders/Chlorine Colorimeter DPD Powder Pillow Samples Clipboards/O-Ring Kit/SwiftTest Vial/Tubi...	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	4,081.36 1,654.78 864.86 818.04 743.68	302530
00820 02022024	Humane Society of Imperial County Invoice	02/28/2024	03/01/2024 Regular Monthly Fee - Animal Housing & Care	0.00	0.00	6,000.00	302531
00807 4136-000021284	Imperial Landfill Inc Invoice	02/28/2024	03/01/2024 Regular Animal Control Disposal	0.00	0.00	67.03	302532
00847 INV24-00003	IV Telecommunications Authorit Invoice	02/27/2024	03/01/2024 Regular FY 2023-24 IVTA Demarcation Fees	0.00	0.00	41,563.00	302533
02462 2-24BasketballW...	Jacquelyn Castro Invoice	02/27/2024	03/01/2024 Regular Youth Basketball 2024/Rec/Feb 22	0.00	0.00	64.00	302534
02463 2-24BasketballW...	Jessica Ubence Invoice	02/27/2024	03/01/2024 Regular Youth Basketball 2024/Rec/Feb 20 & 23	0.00	0.00	128.00	302535
00925 39834436	Johnson Controls Security Solutions Invoice	02/28/2024	03/01/2024 Regular Alarm Monitoring/Admin/Mar 2024	0.00	0.00	339.92	302536
00934 P19273 S04619	Jordan Implement, Inc Invoice Invoice	02/27/2024 02/26/2024	03/01/2024 Regular Blank Key-Locks Service/Changed Engine Oil & Filter/Kawa...	0.00 0.00	0.00 0.00	420.08 105.93 314.15	302537
00979 192056 192058 46265 46477	K-C Welding Rentals Inc Invoice Invoice Invoice Invoice	02/26/2024 02/26/2024 02/23/2024 02/26/2024	03/01/2024 Regular Safety Boots/Boot Oil/Antonio Garcia Safety Boots/Boot Oil/Jesus Alvarez Bar & Chain Lubricant/2-Cycle Oil Rapid Micro Chain	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	644.38 253.28 253.28 71.04 66.78	302538
01025 OM37705 OM37723 OM37730 OM37744 OM37771 OM37835 OM37851 OM37858 OM37950 OM38018	LaBrucherie Irrigation Supp LLC Invoice Invoice Invoice Credit Memo Invoice Invoice Invoice Invoice Invoice Invoice Invoice	02/26/2024 02/27/2024 02/26/2024 02/26/2024 02/26/2024 02/26/2024 02/26/2024 02/26/2024 02/26/2024 02/28/2024 02/26/2024	03/01/2024 Regular Ell/Couplings/Bushing/Tee Sink Faucet/Extension Tube Closet Spuds Credit for Inv OM37730/Closet Spuds Poly Washers/Bolts/Urinal Repair Kit/Supp... Couplings/711 Glue/P70 Primer/PVC Pipes Couplings Couplings Valve Diaphragm Assembly Ell/Adapter/Slip Tee/Bushing/Rector Seal ...	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	1,012.57 13.85 306.19 26.74 -10.24 61.65 245.16 59.31 64.94 26.27 218.70	302539
02036 515-244	LensLock, Inc. Invoice	02/27/2024	03/01/2024 Regular Lenslock Body Worn Cameras 5 yr Equip &...	0.00	0.00	30,788.49	302540
02171 2-24Reimburse	Leslie Castaneda Invoice	02/27/2024	03/01/2024 Regular P3S Conference/CWEA/Parking	0.00	0.00	60.00	302541
01096 5796101	Mallory Safety & Supply LLC Invoice	02/27/2024	03/01/2024 Regular PVC Rubber Boots	0.00	0.00	43.69	302542
02267 2-24BasketballW...	Mariah Paramo Gibson Invoice	02/27/2024	03/01/2024 Regular Youth Basketball 2024/Rec/Feb 21 & 22	0.00	0.00	128.00	302543
01294	Onesource Distributors LLC		03/01/2024 Regular	0.00	0.00	62.85	302544

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Net Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description			Payable Amount	
57385982.001	Invoice	02/28/2024	Half Slot Channels/Channel Spring Nuts				
01311	Packers Mini Storage	03/01/2024	Regular	0.00	0.00	126.50	302545
3-24Storage	Invoice	02/28/2024	Storage Unit B209/March 2024	0.00		126.50	
01328	Petty Cash - City Clerk	03/01/2024	Regular	0.00	0.00	9.99	302546
2-24PettyCash	Invoice	02/28/2024	Petty Cash/Snacks for Council Meetings	0.00		9.99	
01338	Pioneers Memorial Healthcare District	03/01/2024	Regular	0.00	0.00	2,550.00	302547
103186361	Invoice	02/22/2024	SART/Unlisted Evaluation/Examination	0.00		2,550.00	
01358	Principal Life Insurance Company	03/01/2024	Regular	0.00	0.00	3,557.39	302548
3-24LifeInsurance	Invoice	02/28/2024	Life Insurance/March 2024	0.00		3,557.39	
01364	Proforce Marketing	03/01/2024	Regular	0.00	0.00	3,834.85	302549
542070	Invoice	02/28/2024	Tactical Shotguns	0.00		3,834.85	
01374	Quadient Leasing USA Inc	03/01/2024	Regular	0.00	0.00	1,602.76	302550
Q1206846	Invoice	02/27/2024	Folding Inserter/Postage Lease/3/19/24 - ...	0.00		1,602.76	
01375	Quadient, Inc.	03/01/2024	Regular	0.00	0.00	21.50	302551
17263244	Invoice	02/22/2024	Brush & Sponge Kit	0.00		21.50	
01453	RN Enterprises	03/01/2024	Regular	0.00	0.00	3,420.00	302552
2024-009	Invoice	02/27/2024	Blowers Repairs/Service & Maintenance In...	0.00		3,420.00	
02044	Robert J. Solis	03/01/2024	Regular	0.00	0.00	2,720.00	302553
01312024	Invoice	02/26/2024	Professional Services	0.00		2,720.00	
01526	San Diego County RCS	03/01/2024	Regular	0.00	0.00	2,251.50	302554
24BRAWPDN07	Invoice	02/27/2024	Police radios on the 800MHz network/Jan ...	0.00		2,052.00	
24BRAWPWN07	Invoice	02/28/2024	Public Works radios on the 800MHz netwo...	0.00		199.50	
02136	Signature Aviation US Holdings, Inc.	03/01/2024	Regular	0.00	0.00	210.72	302555
4876	Invoice	02/26/2024	All Weather Cover w/ Self Serve	0.00		225.83	
4876SalesTax	Credit Memo	02/26/2024	Sales Tax	0.00		-15.11	
02005	Sirah Overton	03/01/2024	Regular	0.00	0.00	64.00	302556
2-24BasketballW...	Invoice	02/27/2024	Youth Basketball 2024/Rec/Feb 20	0.00		64.00	
01611	State WA Resources Control BD	03/01/2024	Regular	0.00	0.00	120.00	302557
2-24D3Application	Invoice	02/27/2024	D3 Distribution Operator Certification/J G...	0.00		120.00	
01622	Steve Mireles	03/01/2024	Regular	0.00	0.00	60.00	302558
2-24Reimburse	Invoice	02/27/2024	P3S Conference/CWEA/Parking	0.00		60.00	
01624	Stills Electric	03/01/2024	Regular	0.00	0.00	395.03	302559
9895	Invoice	02/27/2024	Service Call/Installed Light Switch & Recep...	0.00		395.03	
01884	Sunbelt Rentals	03/01/2024	Regular	0.00	0.00	123.28	302560
150192606-0001	Invoice	02/26/2024	Replaced Broken Head Bolt/Hedge Pole Tr...	0.00		50.39	
150194539-0001	Invoice	02/26/2024	Clean Exhaust & Adj Carburetor Valve/Stri...	0.00		72.89	
02484	Tabarez General Contracting	03/01/2024	Regular	0.00	0.00	500.00	302561
2-24Refund	Invoice	02/22/2024	Demolition Deposit Refund	0.00		500.00	
01665	The Bank of New York Mellon Trust CO N.A.	03/01/2024	Regular	0.00	0.00	46,387.51	302562
2-24 BRAWLEY20...	Invoice	02/22/2024	Tax Allocation Refunding Bonds Series 201...	0.00		46,387.51	
01666	The Counseling Team	03/01/2024	Regular	0.00	0.00	400.00	302563
90490	Invoice	02/27/2024	Psychological Testing/P Sonico	0.00		400.00	
00496	The Desert Review	03/01/2024	Regular	0.00	0.00	252.00	302564
3526	Invoice	02/28/2024	Draft Permanent Local Housing Allocatn/R...	0.00		252.00	
01709	Underground Service Alert of Southern CA	03/01/2024	Regular	0.00	0.00	107.72	302565
120240063	Invoice	02/26/2024	New Ticket Charges/Monthly Database Ma...	0.00		62.50	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Disc	Net Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Net Amount	Payable Amount	
23-2424155	Invoice	02/26/2024	CA State Fee for Regulatory Costs				
01732	Valley Pest Services Inc	03/01/2024	Regular		0.00	390.00	302566
14334905 MT	Invoice	02/28/2024	Monthly Pest Control/Library		0.00	40.00	
14335762 MT	Invoice	02/28/2024	Monthly Pest Control/Library		0.00	40.00	
14335763 MT	Invoice	02/28/2024	Monthly Pest Control/WTP		0.00	85.00	
14335766 MT	Invoice	02/28/2024	Monthly Pest Control/Lawn Service/PW		0.00	50.00	
14335767 MT	Invoice	02/28/2024	Monthly Pest Control/Planning		0.00	45.00	
14335768 MT	Invoice	02/28/2024	Monthly Pest Control/City Hall		0.00	45.00	
14335769 MT	Invoice	02/28/2024	Rodent Control/City Hall		0.00	85.00	
01738	Verizon Wireless	03/01/2024	Regular		0.00	2,532.39	302567
9955988907	Invoice	02/22/2024	Cell Phone Services/PD/1/7/24 - 2/6/24		0.00	1,356.16	
9955988908	Invoice	02/27/2024	Mobile Broadband/IPADS/Cameras/PW/1...		0.00	391.04	
9955988910	Invoice	02/26/2024	Cell Phone Services/City Mgr/1/7/24 - 2/6...		0.00	42.07	
9955988911	Invoice	02/26/2024	Cell Phone Services/Library/1/7/24 - 2/6/...		0.00	42.07	
9955988912	Invoice	02/22/2024	Cell Phone Services/Parks/1/7/24 - 2/6/24		0.00	120.09	
9955988913	Invoice	02/22/2024	Cell Phone Services/D Trevino/1/7/24 - 2/...		0.00	82.08	
9956441976	Invoice	02/23/2024	Cell Phone Charges/Various Depts/1/11/24...		0.00	346.84	
9956781817	Invoice	02/23/2024	Mobile Broadband/Alyce Gereux Park/1/1...		0.00	152.04	
01757	Vision Service Plan (CA), I	03/01/2024	Regular		0.00	2,011.31	302568
819922142	Invoice	02/28/2024	Vision Insurance Plan C/March 2024		0.00	1,308.03	
819922146	Invoice	02/28/2024	Vision Insurance Plan B/March 2024		0.00	703.28	
01768	Wal-Mart Stores Inc #01-1555	03/01/2024	Regular		0.00	492.47	302569
4697 7052 8964 ...	Invoice	02/23/2024	Pens/Memo Books		0.00	12.55	
4851 1251 8665 ...	Invoice	02/22/2024	TV Mounts		0.00	140.08	
5065 1501 5924 ...	Invoice	02/23/2024	Paint Pen/Batteries/Lanterns/Ftlocker/Tab...		0.00	204.23	
6355 1199 2489 ...	Invoice	02/23/2024	Packaging Tape		0.00	12.69	
7522 0634 4435 ...	Invoice	02/26/2024	AAA Batteries		0.00	16.13	
8548 8567 9052 ...	Invoice	02/22/2024	Paint		0.00	40.45	
9765 5416 9378 ...	Invoice	02/23/2024	Sanding Sponge/Spray Paint/WD-40 /Tape...		0.00	66.34	
01772	Waxie Sanitary Supply	03/01/2024	Regular		0.00	1,279.87	302570
82119274	Invoice	02/26/2024	Paper Towels/Soap		0.00	175.88	
82257859	Invoice	02/26/2024	Bath Tissue		0.00	47.41	
82258667	Invoice	02/27/2024	Bags/Cleaner/Bath Tissue/Towels/Gloves/...		0.00	1,008.35	
82286368	Invoice	02/27/2024	Buffer Pads		0.00	48.23	
02335	Zayda Solis	03/01/2024	Regular		0.00	16.75	302571
2-24Reimburse	Invoice	02/28/2024	Reimburse/Mileage/IVLECC Training		0.00	16.75	
02486	Desmond H Thomas	03/01/2024	Regular		0.00	80.00	302572
2-24BasketballW...	Invoice	02/27/2024	Youth Basketball 2024/Rec/Feb 20		0.00	80.00	
00002	360 Business Products	03/08/2024	Regular		0.00	321.41	302574
OE-QT-31510-1	Invoice	03/01/2024	Dater Stamp		0.00	91.43	
WO-41843-1	Invoice	03/01/2024	Toners		0.00	229.98	
00015	Acme Safety & Supply Corp	03/08/2024	Regular		0.00	541.25	302575
161347-00	Invoice	03/05/2024	Sand Bags		0.00	541.25	
00040	Airwave Communications Ent Inc	03/08/2024	Regular		0.00	314.61	302576
448000	Invoice	03/05/2024	Motorola Battery		0.00	314.61	
00075	Allied Waste Services #467	03/08/2024	Regular		0.00	132,344.96	302577
0467-001704683	Invoice	03/04/2024	Solid Waste Services/February 2024		0.00	132,344.96	
00076	Allstar Fire Equipment Inc	03/08/2024	Regular		0.00	3,799.89	302578
253071	Invoice	03/05/2024	Haix Boots		0.00	733.78	
253073	Invoice	03/07/2024	Fire Hunter Boots		0.00	499.42	
253111	Invoice	03/05/2024	Dual Compliant Pants/Xtreme Boots		0.00	1,063.71	
253132	Invoice	03/05/2024	Leather Shields		0.00	311.81	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Disc	Net Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Net Amount	Payable Amount	
253286	Invoice	03/05/2024	Dual Compliant Pants/Pro Station Boots	0.00	64.20	64.20	
253614	Invoice	03/05/2024	Dual-Light Angle Lights	0.00	64.20	64.20	
253688	Invoice	03/05/2024	SCOTT Voice Amp Repair	0.00	252.35	252.35	
00084	Alsco American Linen Div Steiner Corp	03/08/2024	Regular	0.00	253.38	253.38	302579
LYUM1776654	Invoice	03/04/2024	Cleaning Services/Supplies/WWTP	0.00	124.17	124.17	
LYUM1779969	Invoice	03/04/2024	Cleaning Services/Supplies/WWTP	0.00	129.21	129.21	
00169	AT&T	03/08/2024	Regular	0.00	64.20	64.20	302580
2-24SrCenter	Invoice	03/05/2024	U-Verse Internet/2/24/24 - 3/23/24	0.00	64.20	64.20	
00168	AT&T CalNet	03/08/2024	Regular	0.00	378.25	378.25	302581
000021150917	Invoice	03/06/2024	Telephone Service/FD#2/12/20/23 - 1/19/...	0.00	189.15	189.15	
000021298189	Invoice	03/06/2024	Telephone Service/FD#2/1/20/24 - 2/19/24	0.00	189.10	189.10	
00176	Auto Zone Inc #2804	03/08/2024	Regular	0.00	220.64	220.64	302582
2804001950	Invoice	03/06/2024	Auto Wash	0.00	31.56	31.56	
2804021718	Invoice	03/05/2024	Microfiber Towels/Auto Wash	0.00	43.89	43.89	
2804021802	Invoice	03/06/2024	Cleaner/Degreaser	0.00	36.19	36.19	
2804039532	Invoice	03/06/2024	Pliers/Wrenches/Ratchet/Sockets/Hex Key...	0.00	109.00	109.00	
00179	Aviation Marine Insurance Services Inc	03/08/2024	Regular	0.00	5,155.00	5,155.00	302583
23959ADF	Invoice	03/04/2024	24/25 Airport Liability Renewal	0.00	5,155.00	5,155.00	
02487	Better Earth Electric, Inc.	03/08/2024	Regular	0.00	196.25	196.25	302584
2-24Refund	Invoice	03/07/2024	PV Installation Refund	0.00	196.25	196.25	
02292	Blu Bulk Transport Inc	03/08/2024	Regular	0.00	229.65	229.65	302585
2583847	Invoice	03/05/2024	Bulk Spring Water Delivery/FD#1	0.00	59.90	59.90	
2584890	Invoice	03/06/2024	Bulk Spring Water Delivery/FD#2	0.00	46.25	46.25	
2586065	Invoice	03/05/2024	Maintenance ss tank IV/FD#1	0.00	2.00	2.00	
2586066	Invoice	03/06/2024	Maintenance ss tank IV/FD#2	0.00	2.00	2.00	
2595007	Invoice	03/05/2024	Bulk Spring Water Delivery/FD#1	0.00	49.50	49.50	
2596469	Invoice	03/06/2024	Bulk Spring Water Delivery/FD#2	0.00	33.25	33.25	
2596688	Invoice	03/05/2024	Bulk Spring Water Delivery/FD#1	0.00	26.75	26.75	
2597789	Invoice	03/05/2024	Rent stainless steel tank IV/FD#1	0.00	5.00	5.00	
2597790	Invoice	03/06/2024	Rent stainless steel tank IV/FD#2	0.00	5.00	5.00	
00228	Brawley Ace Hardware	03/08/2024	Regular	0.00	1,340.40	1,340.40	302586
I26722/2	Invoice	03/07/2024	PVC Pipe Cement	0.00	12.92	12.92	
I49704/2	Invoice	03/05/2024	Dead Blow Hammer/Bottled Water	0.00	47.38	47.38	
I51014/2	Invoice	03/05/2024	Cleaners/Lysol Wipes/White-Out/Batteries	0.00	85.88	85.88	
I51753/2	Invoice	03/05/2024	Wedges/Funnel/Bar & Chain Oil/Scrench/...	0.00	65.77	65.77	
I53704/2	Invoice	03/05/2024	Batteries/Toilet Plungers	0.00	63.11	63.11	
I53901/2	Invoice	03/05/2024	Door Hinge/Stainless Steel Bulk/Wood Furr..	0.00	38.91	38.91	
I56446/2	Invoice	03/05/2024	Wallboard Anchors	0.00	32.31	32.31	
I61938/2	Invoice	03/01/2024	Batteries	0.00	18.31	18.31	
I63211/2	Invoice	03/01/2024	Padlock	0.00	10.76	10.76	
I63268/2	Invoice	03/01/2024	Key ID Tags/Keys	0.00	22.11	22.11	
I63477/2	Invoice	03/01/2024	Keys	0.00	7.74	7.74	
I63926/2	Invoice	03/04/2024	Caulk/Landscape Fabric/Railroad Ties	0.00	114.13	114.13	
I63985/2	Credit Memo	03/04/2024	Credit for Inv I63926/2/Fabric/Caulk/Ties	0.00	-114.13	-114.13	
I64233/2	Invoice	03/01/2024	Keys	0.00	12.89	12.89	
I64283/2	Invoice	03/01/2024	Weed Killer/Painter's Tape/Deep Rake/Pro...	0.00	370.56	370.56	
I64634/2	Invoice	03/01/2024	Packaging Tape	0.00	25.84	25.84	
I65034/2	Invoice	03/01/2024	Wiping Rags	0.00	9.69	9.69	
I67325/2	Invoice	03/04/2024	Sandpaper/Soap/Spray Paint/Cleaner	0.00	51.21	51.21	
I67501/2	Invoice	03/01/2024	Hammer/Floor Tile Glue/Chisel/Screwdriv...	0.00	126.86	126.86	
I67551/2	Invoice	03/01/2024	Wood Stakes/Floor Patch Compound	0.00	20.85	20.85	
I67607/2	Invoice	03/04/2024	Driver Bit Set/Air Fresheners/Soap/Tire Fo...	0.00	114.52	114.52	
I68048/2	Invoice	03/05/2024	Paint	0.00	51.70	51.70	
I71064/2	Invoice	03/05/2024	Stakes	0.00	20.75	20.75	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Net Amount	Payment Amount	Invoice Number
Payable #	Payable Type	Post Date	Payable Description				
I71122/2	Invoice	03/05/2024	Paint				
I72009/2	Invoice	03/06/2024	Screwdriver Set				
00248	**Void**	03/08/2024	Regular	0.00	0.00	0.00	302587
	Brenntag Pacific Inc	03/08/2024	Regular	0.00	20,983.21	20,983.21	302588
BPI409875	Invoice	03/04/2024	OPEN PO FOR CHEMICAL FY 23-24	0.00	17,015.31	17,015.31	
BPI410464	Invoice	03/04/2024	Ferric Sulfate 50% Solution	0.00	3,967.90	3,967.90	
02030	California State Controller	03/08/2024	Regular	0.00	3,723.72	3,723.72	302589
FAUD-00004084	Invoice	03/04/2024	FY 2022/2023 Annual Street Report	0.00	3,723.72	3,723.72	
00287	California State Disbursement	03/08/2024	Regular	0.00	1,216.92	1,216.92	302590
INV0004037	Invoice	03/08/2024	Child Support Deductions	0.00	1,216.92	1,216.92	
00299	Canon Financial Services Inc	03/08/2024	Regular	0.00	2,547.87	2,547.87	302591
31711679	Invoice	03/05/2024	Copier Usage/Contract Charge/Planning/D...	0.00	387.28	387.28	
31858476	Invoice	03/05/2024	Copier Usage/Contract Charge/FD/Dec 20...	0.00	66.34	66.34	
32026872	Invoice	03/01/2024	Copier Contract Charge/Library/Feb 2024	0.00	105.36	105.36	
32026873	Invoice	03/05/2024	Copier Usage/Contract Charge/FD/Jan 20...	0.00	79.36	79.36	
32026874	Invoice	03/01/2024	Copier Contract Charge/PW/Mar 2024	0.00	400.83	400.83	
32026875	Invoice	03/01/2024	Copier Usage/Library/Jan 2024	0.00	5.14	5.14	
32026877	Invoice	03/01/2024	Copier Usage/Contract Charge/PD/Jan 20...	0.00	911.09	911.09	
32042631	Invoice	03/07/2024	Copier Usage/Contract Charge/Parks/Jan ...	0.00	433.00	433.00	
32042632	Invoice	02/29/2024	Copier Contract Charge/Planning/Feb 2024	0.00	159.47	159.47	
00300	Canon Solutions America	03/08/2024	Regular	0.00	224.94	224.94	302592
4040775860	Invoice	03/01/2024	Copier Maintenance/PW	0.00	224.94	224.94	
00301	Canon Solutions America Inc	03/08/2024	Regular	0.00	1,066.29	1,066.29	302593
6006934411	Invoice	03/01/2024	Copier Maint/Usage/PW/11/1/23 - 1/31/24	0.00	1,066.29	1,066.29	
00324	CDW Government Inc	03/08/2024	Regular	0.00	8,771.78	8,771.78	302594
NQ45165	Invoice	03/06/2024	Veeam Data Platform Foundation Universa..	0.00	1,113.22	1,113.22	
PL18359	Invoice	03/06/2024	Ninja Professional Bundle/Ticketing Per Te...	0.00	6,436.56	6,436.56	
PR48673	Invoice	03/06/2024	Ninja Data Protection Workstation	0.00	1,222.00	1,222.00	
00392	Core & Main LP	03/08/2024	Regular	0.00	5,742.45	5,742.45	302595
T807972	Invoice	03/06/2024	Angle Fire Plug Valve	0.00	946.92	946.92	
U058252	Invoice	03/06/2024	Couplings/Saddle Pipe Fittings	0.00	3,242.20	3,242.20	
U377805	Invoice	03/01/2024	Pipe Repair Clamps	0.00	497.59	497.59	
U377839	Invoice	03/01/2024	Full Circle Clamps/Rubber Washers	0.00	1,055.74	1,055.74	
02486	Desmond H Thomas	03/08/2024	Regular	0.00	80.00	80.00	302596
2-24BasketballW...	Invoice	03/06/2024	Youth Basketball 2024/Rec/Feb 26	0.00	80.00	80.00	
01842	DeWayne R Davis	03/08/2024	Regular	0.00	24.36	24.36	302597
1227	Invoice	03/04/2024	2 Name Badges/Engraved/PD	0.00	24.36	24.36	
00531	EA Electric	03/08/2024	Regular	0.00	687.93	687.93	302598
INV186	Invoice	03/04/2024	Troubleshoot Genset Charger/Electrical/B...	0.00	687.93	687.93	
00548	EFR Environmental Services Inc	03/08/2024	Regular	0.00	65.00	65.00	302599
MR81711-24	Invoice	03/04/2024	Stop Charge for Oil/Recycle	0.00	65.00	65.00	
00565	Emergency Medical Products Inc	03/08/2024	Regular	0.00	1,954.23	1,954.23	302600
2612737	Invoice	03/05/2024	Safety Lancet/Gloves/Wrench/Electrodes	0.00	893.17	893.17	
2612738	Invoice	03/05/2024	Sani-Cloth Wipes	0.00	82.80	82.80	
2612740	Invoice	03/05/2024	Test Strips/Syringes/Sharps Ctr/Wraps/OB...	0.00	978.26	978.26	
02468	Eric Franklin	03/08/2024	Regular	0.00	720.00	720.00	302601
2-24BasketballW...	Invoice	03/06/2024	Youth Basketball 2024/Rec/Feb 22 & 23	0.00	320.00	320.00	
2-24BasketballW...	Invoice	03/06/2024	Youth Basketball 2024/Rec/Feb 26 - 28	0.00	400.00	400.00	
02464	Faith Funez	03/08/2024	Regular	0.00	128.00	128.00	302602

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Am	Net Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description				
2-24BasketballW...	Invoice	03/06/2024	Youth Basketball 2024/Rec/Feb 27 & 28			128.00	
00629	Federal Express Corp	03/08/2024	Regular		0.00	38.69	302603
8-425-03968	Invoice	03/06/2024	Postage		0.00	38.69	
00660	Franchise Tax Boards State Of California	03/08/2024	Regular		0.00	150.00	302604
INV0004051	Invoice	03/08/2024	Earnings Withholding		0.00	150.00	
02327	Garda CL West Inc. Lockbox #233209	03/08/2024	Regular		0.00	346.46	302605
10773264	Invoice	03/05/2024	Armored Transport Service/March 2024		0.00	346.46	
00720	GovConnection Inc	03/08/2024	Regular		0.00	2,342.77	302606
74990952	Invoice	03/06/2024	Backup Storage/20TB WD Red Pro		0.00	1,675.30	
75003648	Invoice	03/06/2024	Video Adapter Converters		0.00	59.52	
75007313	Invoice	03/06/2024	Power Cords/Cables/Keyspan Adapters		0.00	285.84	
75035034	Invoice	03/06/2024	PDF Editor for Teams/Windows		0.00	179.99	
75041304	Invoice	03/06/2024	PDF Editor Pro License		0.00	30.00	
75041448	Invoice	03/06/2024	Replacement Battery Cartridge		0.00	96.37	
75046489	Invoice	03/06/2024	Display Port to HDMI M-M Cable		0.00	15.75	
00741	Hach Company Inc	03/08/2024	Regular		0.00	839.92	302607
13933715	Invoice	03/04/2024	Free Chlorine Reagent Sets		0.00	839.92	
01722	HD Supply, Inc.	03/08/2024	Regular		0.00	3,445.76	302608
INV00176469	Invoice	03/04/2024	Dissolved Oxygen Sensor		0.00	3,249.84	
INV00224848	Invoice	03/04/2024	Buffer Solution/Free Chlorine Test Kit		0.00	195.92	
00776	I. V. Termite & Pest Control	03/08/2024	Regular		0.00	80.00	302609
0332367	Invoice	03/05/2024	Commerical Building/General Pest Control...		0.00	40.00	
0333520	Invoice	03/06/2024	Commercial Building/General Pest Control...		0.00	40.00	
02035	iClean Car Wash	03/08/2024	Regular		0.00	1,400.00	302610
BPD-December-2...	Invoice	03/05/2024	December Car Wash/Mo Membership/PD		0.00	700.00	
BPD-November-2...	Invoice	03/05/2024	November Car Wash/Mo Membership/PD		0.00	700.00	
00799	Imperial County Sheriff Civil Division	03/08/2024	Regular		0.00	50.00	302611
INV0004038	Invoice	03/08/2024	Earnings Withholdings		0.00	50.00	
00821	Imperial Valley Occupational Medicine	03/08/2024	Regular		0.00	569.00	302612
3557	Invoice	03/05/2024	Blood Count/Drug Test/Physical/Audiogr...		0.00	569.00	
02462	Jacquelyn Castro	03/08/2024	Regular		0.00	128.00	302613
2-24BasketballW...	Invoice	03/06/2024	Youth Basketball 2024/Rec/Feb 26 & 29		0.00	128.00	
00861	Jade Security Systems Inc	03/08/2024	Regular		0.00	54.98	302614
0209006	Invoice	03/06/2024	Electronic Monitoring Security & Fire Syst...		0.00	54.98	
02463	Jessica Ubence	03/08/2024	Regular		0.00	64.00	302615
2-24BasketballW...	Invoice	03/06/2024	Youth Basketball 2024/Rec/Feb 26		0.00	64.00	
00929	Jonathan Gutierrez	03/08/2024	Regular		0.00	549.98	302616
3-24Tuition	Invoice	03/07/2024	Reimb/Water Treatment Math/AWC		0.00	299.99	
3-24Tuition2	Invoice	03/07/2024	Reimb/Distribution Exam Prep Grade 3/A...		0.00	249.99	
01025	LaBrucherie Irrigation Supp LLC	03/08/2024	Regular		0.00	297.73	302617
OM38017	Invoice	03/01/2024	Adj Pop-Up Rotors/Cut-Off Nipples		0.00	48.49	
OM38160	Invoice	03/04/2024	Galvanized Pipe Straps/Silicone Grease		0.00	67.84	
OM38227	Invoice	03/04/2024	Adapter/Coupling/Air Vent/Bushings/PVC ...		0.00	181.40	
01966	Loose Wire Electric & Air Inc	03/08/2024	Regular		0.00	1,090.00	302618
INV0587	Invoice	03/04/2024	AC Work/Temp Controller/Hard Start Relay		0.00	1,090.00	
01096	Mallory Safety & Supply LLC	03/08/2024	Regular		0.00	542.27	302619
5821583	Invoice	03/05/2024	Service/RAE Monitor/Sensor/Repair/Calib...		0.00	542.27	
02267	Mariah Paramo Gibson	03/08/2024	Regular		0.00	64.00	302620

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Vendor Number	Vendor Name	Payment Date	Payment Type	Disc	Net Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Net Amount	Payable Amount	
2-24BasketballW...	Invoice	03/06/2024	Youth Basketball 2024/Rec/Feb 29				
01153 25605	Mark Dowden Welding Invoice	03/04/2024	03/08/2024 Regular Repair on Suction Truck/Installation of Ma...	0.00	0.00	94.20	302621
02418 3-24Travel	Michael Garcia Invoice	03/05/2024	03/08/2024 Regular Travel Adv/Firearms Instructor Course/Ma...	0.00	0.00	1,001.26	302622
02103 IN2000837	Municipal Emergency Services, Inc. Invoice	03/05/2024	03/08/2024 Regular Compressor Srvc Call/Repair/Air Sample/C...	0.00	0.00	1,762.24	302623
01262 13719	NewCastle Farms LLC Invoice	03/01/2024	03/08/2024 Regular Troubleshoot Gearbox Vibration/Added Ad..	0.00	0.00	1,445.89	302624
01279 75262718 75325393 75785351 75827508	NuCO2 Invoice Invoice Invoice Invoice	03/07/2024 03/07/2024 03/07/2024 03/07/2024	03/08/2024 Regular CO2 MK9 Detector/Sensor Kit CO2 Bulk CO2 MK9 Detector/Sensor Kit CO2 MK9 Detector/Sensor Kit	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	524.02 46.36 384.94 46.36 46.36	302625
01891 358424 371570 371571	NV5 Inc Invoice Invoice Invoice	03/08/2024 03/08/2024 03/08/2024	03/08/2024 Regular Brawley Cattle Call Traffic Control Plan/Sep.. Development of Standards Support/Dec 2... Engineering Services/Dec 2023	0.00 0.00 0.00	0.00 0.00 0.00	2,285.50 705.00 709.00 871.50	302626
01286 352290729001 352524390001	Office Depot Inc Invoice Invoice	03/01/2024 03/04/2024	03/08/2024 Regular Fastener Folders/Hanging File Folders Copy Paper	0.00 0.00	0.00 0.00	188.88 123.87 65.01	302627
01282 2648-471691 2648-472615	O'Reilly Auto Parts Invoice Invoice	03/07/2024 03/07/2024	03/08/2024 Regular Mini Bulbs Brake Fluid	0.00 0.00	0.00 0.00	22.83 14.22 8.61	302628
01353 0000565 0000582	Preece Overhead Door Invoice Invoice	03/06/2024 03/06/2024	03/08/2024 Regular Furnish/Install/Open-Close-Stop Psh Butto... Service Call & Labor/Reset Operator	0.00 0.00	0.00 0.00	990.00 740.00 250.00	302629
02437 BH49004092A BH49004093A	Print & Promotional Solutions Inc. Invoice Invoice	03/04/2024 03/04/2024	03/08/2024 Regular Certificates/Foil Die Certificate Holders	0.00 0.00	0.00 0.00	1,184.84 603.79 581.05	302630
01361 0030061	Pro Record Storage Inc Invoice	03/05/2024	03/08/2024 Regular Storage/Tracking/Shredding Srvc/City Hall...	0.00	0.00	229.72	302631
01364 542944	Proforce Marketing Invoice	03/05/2024	03/08/2024 Regular Tac Side Saddles	0.00	0.00	184.18	302632
02238 CD_000718806	RingCentral Inc. Invoice	03/05/2024	03/08/2024 Regular RingCentral Phone Services - Yearly Rene...	0.00	0.00	26,143.77	302633
01453 2024-018	RN Enterprises Invoice	03/04/2024	03/08/2024 Regular Vacuum Pumps/Troubleshooting & Repair	0.00	0.00	520.00	302634
01852 12400321 12400321SalesTax	Rowman & Littlefield Publishing Group Inc Invoice Credit Memo	03/04/2024 03/04/2024	03/08/2024 Regular Occupational Outlook Handbook Sales Tax	0.00 0.00	0.00 0.00	73.31 76.95 -3.64	302635
02472 PP090923BPD	Safe Restraints Inc Invoice	03/05/2024	03/08/2024 Regular WRAP Restraint Systems w/Helmet	0.00	0.00	3,465.62	302636
01526 24BRAWFDN07	San Diego County RCS Invoice	03/05/2024	03/08/2024 Regular Fire radios on the 800 MHz network/Jan 2...	0.00	0.00	997.50	302637
02005 2-24BasketballW...	Sirah Overton Invoice	03/06/2024	03/08/2024 Regular Youth Basketball 2024/Rec/Feb 27 & 28	0.00	0.00	128.00	302638

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Vendor Number	Vendor Name	Payment Date	Payment Type	Disc	Net Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Net Amount	Payable Amount	
01596	Southern California Gas Co	03/08/2024	Regular		0.00	217.11	302639
1-24GasFD#1	Invoice	03/05/2024	Natural Gas Consumption/12/8/23 - 1/9/24	0.00	217.11	217.11	
1-24GasFD#2	Invoice	03/05/2024	Natural Gas Consumption/12/4/23 - 1/4/24	0.00	61.84	61.84	
2-24GasFD#1	Invoice	03/05/2024	Natural Gas Consumption/1/9/24 - 2/7/24	0.00	39.27	39.27	
2-24GasFD#2	Invoice	03/05/2024	Natural Gas Consumption/1/4/24 - 2/1/24	0.00	80.77	80.77	
01924	Spectrum	03/08/2024	Regular		0.00	339.96	302640
0427863010824	Invoice	03/05/2024	Internet Service/FD#1/1/8/24 - 2/7/24	0.00	169.98	169.98	
0427863020824	Invoice	03/05/2024	Internet Service/FD#1/2/8/24 - 3/7/24	0.00	169.98	169.98	
01884	Sunbelt Rentals	03/08/2024	Regular		0.00	287.00	302641
150193463-0001	Invoice	03/07/2024	Work Performed/Inspect & Advise/String ...	0.00	178.89	178.89	
150432938-0001	Invoice	03/07/2024	R & R Broken Throttle Cable/Backpack Blo...	0.00	108.11	108.11	
01649	T-Mobile USA Inc	03/08/2024	Regular		0.00	1,940.45	302642
2-24TMobilePD	Invoice	03/04/2024	On Call PD Cell Phone Usage/1/21/24 - 2/...	0.00	1,909.65	1,909.65	
2-24TMobilePW	Invoice	03/04/2024	Ipad Usage/PW/1/21/24 - 2/20/24	0.00	30.80	30.80	
01702	Tyler Salcido	03/08/2024	Regular		0.00	308.80	302643
3-24Reimburse	Invoice	03/07/2024	Cal Cities City Manager Conference	0.00	308.80	308.80	
01703	Tyler Technologies Inc	03/08/2024	Regular		0.00	3,858.00	302644
025-454921	Invoice	03/04/2024	Incode Saas Add-On/Handheld Meter-Rea...	0.00	3,858.00	3,858.00	
01708	Uline, Inc.	03/08/2024	Regular		0.00	1,540.20	302645
174100476	Invoice	03/06/2024	Sand Bags	0.00	1,540.20	1,540.20	
01717	United Way of Imperial County	03/08/2024	Regular		0.00	5.00	302646
INV0004049	Invoice	03/08/2024	United Way Deductions	0.00	5.00	5.00	
01732	Valley Pest Services Inc	03/08/2024	Regular		0.00	95.00	302647
14335764 MT	Invoice	03/05/2024	Monthly Pest Control/Admin	0.00	45.00	45.00	
14335765 MT	Invoice	03/04/2024	Monthly Pest Control/PD	0.00	50.00	50.00	
01738	Verizon Wireless	03/08/2024	Regular		0.00	316.25	302648
9953522511	Invoice	03/05/2024	Cell Phone Services/FD#2/12/7/23 - 1/6/24	0.00	158.15	158.15	
9955988909	Invoice	03/05/2024	Cell Phone Services/FD#2/1/7/24 - 2/6/24	0.00	158.10	158.10	
01768	Wal-Mart Stores Inc #01-1555	03/08/2024	Regular		0.00	842.94	302649
2422 3085 6427 ...	Invoice	03/06/2024	Tablecloths/Coffee/Beads/Cord/Bears/Hat...	0.00	148.22	148.22	
2934 3859 5967 ...	Invoice	03/06/2024	Christmas Ornaments/Batteries	0.00	21.77	21.77	
3575 0595 8151 ...	Invoice	03/06/2024	Tablecloths/Plush Toys/Plates/Candy/Cak...	0.00	190.09	190.09	
4220 4464 6880 ...	Invoice	03/05/2024	Dustpan/Rugs/Toilet Brush/Trash Cans/Sp...	0.00	229.85	229.85	
7828 6884 2679 ...	Invoice	03/06/2024	Christmas Candy/Wiggly Eyes/Pins/Ginger...	0.00	134.09	134.09	
8629 8644 3448 ...	Invoice	03/06/2024	Christmas Lights/Beads/Glue/Glitter/Table...	0.00	118.92	118.92	
01772	Waxie Sanitary Supply	03/08/2024	Regular		0.00	538.88	302650
82282152	Invoice	03/06/2024	Bath Tissue/Paper Towels/Disinfectant Cle...	0.00	269.44	269.44	
82282153	Invoice	03/05/2024	Bath Tissue/Paper Towels/Disinfectant Cle...	0.00	269.44	269.44	
01780	Westair Gases & Equipment Inc	03/08/2024	Regular		0.00	436.96	302651
0080567844	Invoice	03/05/2024	Medical Oxygen/Cylinder Rental	0.00	191.65	191.65	
0080567845	Invoice	03/05/2024	Medical Oxygen/Cylinder Rental/Acetylene	0.00	245.31	245.31	
01985	Navia Benefit Solutions Inc	02/28/2024	Bank Draft		0.00	200.00	DFT0002627
10819935	Invoice	03/04/2024	Monthly Minimum Fee/February 2024	0.00	200.00	200.00	
01368	CalPERS Employees Retirement	02/29/2024	Bank Draft		0.00	82,587.40	DFT0002628
INV0003952	Invoice	02/23/2024	Retirement Contributions for P/R 2/23/24	0.00	82,587.40	82,587.40	
00836	Internal Revenue Service	03/05/2024	Bank Draft		0.00	-1.76	DFT0002633
CM0000377	Credit Memo	03/05/2024	Medicare Taxes	0.00	-1.76	-1.76	
00836	Internal Revenue Service	03/05/2024	Bank Draft		0.00	-7.54	DFT0002634

3b1

3b.1

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Net Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description				
CM0000378	Credit Memo	03/05/2024	Social Security Taxes				
00269	CalPERS Health Insurance	03/01/2024	Bank Draft	0.00	0.00	144,191.25	DFT0002635
100000017457749	Invoice	03/05/2024	Medical Insurance Premium/Pers/Mar 20...	0.00		144,191.25	
00269	CalPERS Health Insurance	03/01/2024	Bank Draft	0.00	0.00	1,620.59	DFT0002636
100000017457750	Invoice	03/05/2024	Medical Insurance Premium/Non-Pers/Ma...	0.00		1,620.59	
00031	Aflac Inc	03/08/2024	Bank Draft	0.00	0.00	78.78	DFT0002697
INV0004032	Invoice	03/08/2024	Cancer/ICU/Disability Withheld	0.00		78.78	
00031	Aflac Inc	03/08/2024	Bank Draft	0.00	0.00	1,388.62	DFT0002698
INV0004033	Invoice	03/08/2024	Cancer/ICU/Disability Withheld	0.00		1,388.62	
00031	Aflac Inc	03/08/2024	Bank Draft	0.00	0.00	1,598.47	DFT0002699
INV0004034	Invoice	03/08/2024	Cancer/ICU/Disability Withheld	0.00		1,598.47	
01255	National Plan Coordinators	03/08/2024	Bank Draft	0.00	0.00	3,811.51	DFT0002704
INV0004041	Invoice	03/08/2024	Def Compensation/Plan #340233-01	0.00		3,811.51	
01257	Nationwide Retirement Solution	03/08/2024	Bank Draft	0.00	0.00	1,448.00	DFT0002705
INV0004042	Invoice	03/08/2024	Def Compensation/Entity #05270	0.00		1,448.00	
00233	Brawley Firefighters Local #19	03/08/2024	Bank Draft	0.00	0.00	505.00	DFT0002712
INV0004050	Invoice	03/08/2024	Union Dues Fire Assoc	0.00		505.00	
00836	Internal Revenue Service	03/08/2024	Bank Draft	0.00	0.00	25,213.62	DFT0002713
INV0004052	Invoice	03/08/2024	Federal Taxes	0.00		25,213.62	
00836	Internal Revenue Service	03/08/2024	Bank Draft	0.00	0.00	11,770.98	DFT0002714
INV0004053	Invoice	03/08/2024	Medicare Taxes	0.00		11,770.98	
00836	Internal Revenue Service	03/08/2024	Bank Draft	0.00	0.00	50,331.52	DFT0002715
INV0004054	Invoice	03/08/2024	Social Security Taxes	0.00		50,331.52	
00571	Employment Development Dept	03/08/2024	Bank Draft	0.00	0.00	10,634.25	DFT0002716
INV0004055	Invoice	03/08/2024	State Taxes	0.00		10,634.25	

Bank Code US Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	348	149	0.00	438,954.12
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	-8,198.67
Bank Drafts	16	16	0.00	335,370.69
EFT's	19	11	0.00	76,720.88
	383	182	0.00	842,847.02

All Bank Codes Check Summary

3b.1

Payment Type	Payable Count	Payment Count	Discount	Amount
Regular Checks	348	149	0.00	438,954.12
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	-8,198.67
Bank Drafts	16	16	0.00	335,370.69
EFT's	19	11	0.00	76,720.88
	383	182	0.00	842,847.02

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	2/2024	79,884.65
999	POOLED CASH	3/2024	762,962.37
			842,847.02



City of Brawley

Monthly Transaction Report

Date Range: 3/1/2024 - 3/8/2024

3b.2

Account Number	Name	Date	Type	Amount Reference	Packet	Receipt	Adj Type			
01-7906-03	GARCIA, JOE	3/6/2024	Refund	187.13 Check #: 302573	UBPKT06797					
				Revenue Code	Current	Plus 1	Plus 2	Plus 3	Plus 4	Balance
				996	187.13	0.00	0.00	0.00	0.00	187.13
				Aging Total:	187.13	0.00	0.00	0.00	0.00	187.13
Transaction Grand Total for Period:				187.13						

Totals by Transaction Type

Transaction Type	Count	Amount
Refund	1	187.13
Total for Period:	1	187.13

Totals by Transaction Type and Revenue Code

Transaction Type	Revenue Code	Count	Amount
Refund	996 - 996	1	187.13
	Refund Total:		187.13
	Total for Period:	1	187.13

Totals by Revenue Code

Revenue Code	Count	Amount
996 - 996	1	187.13
Total for Period:	1	187.13

City of Brawley

City Council
March 19, 2024
Agenda Item No 3c



3C

STAFF REPORT

To: City Council
From: Tyler Salcido, City Manager
Prepared by: Tyler Salcido, City Manager
Subject: **Reinstatement and Third Amendment to Site Access Agreement with Chevron Environmental Management Company**

RECOMMENDATION:

Approve the Reinstatement and third amendment to site access agreement with Chevron Environmental Management Company and authorize the City Manager to execute the agreement.

BACKGROUND INFORMATION:

The City of Brawley and Chevron Environmental Management Company (EMC) entered into a Property Access Agreement dated October 26, 2012, and was subsequently amended pursuant to the Reinstatement and First Amendment to Site Access Agreement, dated June 3, 2015, and the Reinstatement and Second Amendment to Site Access Agreement dated August 23, 2021, whereby the City permitted EMC access to real property identified as Assessor's Parcel Number 047-060-044 in the City of Brawley, County of Imperial, State of California, (the "Property") for the purpose of installing and sampling a new monitoring well quarterly or semi-annually in accordance with the California Department of Toxic Substances Control.

The agreement has expired and the parties desire to reinstate and amend the agreement, extending the term of the agreement until December 31, 2027.

FISCAL IMPACT:

N/A

ALTERNATIVES:

Council may choose not to approve the reinstatement and third amendment.

ATTACHMENTS:

1. EMC Reinstatement and Third Amendment

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

Staff, Title or Consultant, Agency

William Smerdon, City Attorney

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Status – Date of Status

Silvia Luna, Interim Finance Director

Approved - 3/15/2024

Tyler Salcido, City Manager

Approved - 3/15/2024

3C

REINSTATEMENT AND THIRD AMENDMENT TO SITE ACCESS AGREEMENT

This REINSTATEMENT AND THIRD AMENDMENT TO SITE ACCESS AGREEMENT ("**Third Amendment**") is entered into by and between CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY, a California corporation ("**EMC**"), and THE CITY OF BRAWLEY ("**Owner**").

RECITALS

A. Owner and EMC entered into a *Property Access Agreement* dated October 26, 2012, as subsequently amended pursuant to the *Reinstatement and First Amendment to Site Access Agreement*, dated June 3, 2015 and the *Reinstatement and Second Amendment to Site Access Agreement* dated August 23, 2021 (collectively the "**Agreement**") whereby Owner permitted EMC access to real property identified as Assessor's Parcel Number 047-060-044 in the City of Brawley, County of Imperial, State of California, (the "**Property**") to conduct Work as described in the Agreement. A copy of the Agreement is attached hereto as Attachment 1.

B. The Agreement has expired and the parties desire to reinstate and amend the Agreement to reflect certain changes, including extending the term of the Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The parties revoke the termination of the Agreement, reinstate and ratify the Agreement as amended by this Third Amendment, and agree and acknowledge that upon this Third Amendment Effective Date, the Agreement, as amended by this Third Amendment, remains in full force and effect as if the same had never been terminated.
3. Paragraph 3 (Term) is hereby deleted and a new paragraph is inserted as follows:

The license granted herein shall expire as of midnight on December 31, 2027, or upon completion of the Work, whichever is earlier. In the event that access to the Property by EMC is necessary beyond the date specified in this paragraph, this Agreement may be extended by written agreement of the parties, which extension shall not reasonably be denied by Owner.
4. Except as provided in this Third Amendment, all of the other terms and conditions set forth and contained in the Agreement shall remain unchanged and in full force and effect.
5. This Third Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original instrument. Executed signature pages sent by email or otherwise by photocopy are valid means of delivery.

3c.1
City of Brawley

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be executed and effective as of the last date set forth below.

EMC:

**CHEVRON ENVIRONMENTAL
MANAGEMENT COMPANY,**
a California corporation

Dated: _____

By: _____

Its: _____

Owner:

CITY OF BRAWLEY

Dated: _____

By: _____

Its: _____

3c.1

ATTACHMENT 1 – SITE ACCESS AGREEMENT

REINSTATEMENT AND SECOND AMENDMENT TO SITE ACCESS AGREEMENT

This REINSTATEMENT AND SECOND AMENDMENT TO SITE ACCESS AGREEMENT ("Second Amendment") is entered into by and between CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY, a California corporation ("EMC"), and THE CITY OF BRAWLEY, ("Owner").

RECITALS

A. Owner and EMC entered into a *Property Access Agreement* dated October 26, 2012, as subsequently amended pursuant to the *Reinstatement and First Amendment to Site Access Agreement*, dated June 3, 2015 (collectively the "**Agreement**") whereby Owner permitted EMC access to real property identified as Assessor's Parcel Number 047-060-044 in the City of Brawley, County of Imperial, State of California, (the "**Property**") to conduct Work as described in the Agreement. A copy of the Agreement is attached hereto as Attachment 1.

B. The Agreement has expired and the parties desire to reinstate and amend the Agreement to reflect certain changes, including extending the term of the Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Paragraph 1 (Rights Granted) is hereby deleted and a new paragraph is inserted as follows:

Owner grants to any member of EMC Group, as defined below, and any of its representatives, a license over, under, and across the Property for the purpose of performing environmental work under government agency oversight or direction (the "**Work**"). The Work may include: (a) installation, maintenance, inspection, replacement, periodic sampling, and abandonment of borings and wells; (b) any restoration work conducted pursuant to Section 4 (Restoration); and (c) other work at the Property deemed necessary by EMC or the governmental agencies having jurisdiction over environmental matters at the Property. Prior to the installation of any new equipment on the Property, EMC and Owner shall work together to determine the appropriate location for new equipment. Owner agrees to cooperate with EMC, including executing additional documents, if necessary, in order to obtain permits or other documents from a government agency required to install, abandon, or remove EMC's equipment.

3. Paragraph 3 (Term) is hereby deleted and a new paragraph is inserted as follows:

The license granted herein shall expire as of midnight on December 31, 2023, or upon completion of the Work, whichever is earlier. In the event that access to the Property by EMC is necessary beyond the date specified in this paragraph, the parties shall meet and confer upon the terms for the extension of this Agreement, which extension shall not reasonably be denied by Owner.

3c.1
City of Brawley

4. Paragraph 8 (Notices) is hereby modified as follows.

To EMC: Chevron Environmental Management Company
Marketing Business Unit
Attn: Claims and Agreements Specialist, Facility No. PMG00130
1500 Louisiana Street
Houston, TX 77002
Phone: 832-854-4428
Email: theofoster@chevron.com

To Owner: City of Brawley
Attn: Tyler Salcido, City Manager
383 Main Street
Brawley, CA 92227
Phone: 760-351-3048
Email: tsalcido@brawley-ca.gov

4. Except as provided in this Second Amendment, all of the other terms and conditions set forth and contained in the Agreement shall remain unchanged and in full force and effect.

5. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original instrument. An email copy of an original signature shall be deemed to have the same force and effect as the original signature.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed and effective as of the last date set forth below.

EMC:

**CHEVRON ENVIRONMENTAL
MANAGEMENT COMPANY,**
a California corporation

Dated: 2021-Aug-23 | 1:17 PM PDT

DocuSigned by:
Harpreet K. Tiwana
By: 5093F566A32543B...
Harpreet K. Tiwana
Its: Assistant Secretary

Owner:

CITY OF BRAWLEY

Dated: 08/20/2021

By: Tyler Salcido
Its: CITY MANAGER

3c.1

City of Brawley

ATTACHMENT 1 – SITE ACCESS AGREEMENT

3c.1

PROPERTY ACCESS AGREEMENT

THIS PROPERTY ACCESS AGREEMENT ("*Agreement*") is entered into by and between the Chevron Environmental Management Company (CEMC), as attorney-in fact for the Union Oil Company of California (Unocal), a California corporation, and the City of Brawley ("*Owner*").

RECITALS

- A. Owner holds record title to certain real property identified as Assessor's Parcel Number 047-060-044, in the City of Brawley, Imperial County, State of California (the "*Property*"), is the subject of this Agreement;
- B. CEMC seeks Owner's authorization to access the Property to conduct the Work, as defined in Paragraph 1 (1. **RIGHTS GRANTED**) below; and
- C. Owner is willing to grant CEMC access to the Property for the purposes described below.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the parties hereby agree as follows:

1. RIGHTS GRANTED

Owner hereby grants to CEMC, its employees, agents, representatives, consultants and contractors, a license over, under and across the Property for the purpose of installing and sampling a new monitoring well (MW-11) quarterly or semi-annually in accordance with the California Department of Toxic Substances Control ("*DTSC*") Imminent and Substantial Endangerment Determination and Consent Order. Docket No. I&SE-CO 03/04-009 and the approved Work Plan for Groundwater Monitoring Well Installation and Sampling (the "*Work*"). The Work includes the installation, development, surveying, monitoring and sampling, as well as destruction of the new monitoring well (MW-11) under the direction of DTSC.

Monitoring well MW-11 will be installed approximately 25 feet north of the south Property fence and 200 feet east of the west Property fence. The location may be modified based on utility clearance and accessibility considerations. The monitoring well will be two inches in diameter and approximately 32 feet deep. It will be constructed with schedule 40 polyvinyl chloride ("*PVC*") casing with a 0.010-inch slotted PVC screen from approximately 17 to 32 feet below ground surface. A clean sand filter pack will be placed around the casing from the bottom of the well to approximately two feet above the screened interval. Neat cement will be used to fill the remaining annular space to within one foot of the ground surface. The monitoring well will be fitted with a locking well cap and protected by a flush mount well cover. The abandonment or removal of the well will be at the direction of the DTSC and will take place in accordance with DTSC standards.

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2. PERFORMANCE OF THE WORK

CEMC agrees, at its sole cost and expense, to conduct and perform the Work (as defined under Term 1) in a prompt, safe, efficient and workmanlike manner and in compliance with all applicable federal, state or local laws, regulations or ordinances. CEMC will be financially responsible for the well abandonment and any associated monitoring fees presented by the DTSC. CEMC agrees to coordinate its activities with owner to minimize any impairment of access by customers or business invitees of owner to the property and any inconvenience to, or disruption of, owner's business on the property. CEMC also agrees to coordinate with Owner to obtain property access prior to conducting any work. Further, CEMC agrees to promptly provide Owner with all monitoring test results as they are procured by CEMC.

3. TERM

The license granted herein shall terminate upon completion of the Work or after a period of two (2) years, whichever occurs first. CEMC retains an option to renew this Agreement for an additional two (2) year term upon Owner approval.

4. RESTORATION

If entry onto the Property by CEMC, or exercise by CEMC of any of its rights or obligations under this Agreement, result in any physical damage to the Property (ordinary wear and tear excepted), CEMC shall promptly repair and restore the portions of the Property damaged to substantially the same condition as existed prior to the damage or exercise of such right or obligation.

5. INDEMNITY

CEMC agrees to indemnify, defend and hold Owner, its agents, successors, and assigns, harmless from and against any claims, causes of action, or lawsuits brought by a third party relating to the performance of the Work, including but not limited to, any acts or omissions of CEMC, its agents and consultants, and any agents or subcontractors of such consultants on the Property. CEMC shall undertake all activities conducted under this Agreement at its sole cost and expense.

6. INSURANCE

In lieu of insurance coverage, CEMC maintains a self-administered claims program with respect to its duties hereunder. CEMC shall require contractors who perform the Work under this Agreement to maintain liability insurance coverage in accordance with CEMC's standard practices.

7. LIENS

CEMC shall discharge at once or bond or otherwise secure against all liens and attachments that are filed in connection with the Work, and shall indemnify and save Owner and the Property harmless from and against any and all loss, damage, injury, liability and claims thereof resulting directly from such liens and attachments.

8. NOTICES

Any notices required to be made under this Agreement shall be made in writing to the address of the appropriate party as set forth below. All such notices shall be deemed to have

3c.1

been duly given and received upon mailing, delivery by courier or personal delivery or by email, provided that email delivery shall be effective when the sender has received an electronic confirmation of delivery. Parties may alter or modify their notice address by delivery of written notice pursuant to the terms of this Agreement.

To CEMC: c/o Chevron Environmental Management Company
Attn.: Kim Jolitz
6101 Bollinger Canyon Road
San Ramon, CA 94583-2323
Phone: (925) 790-3946
Email: kjolitz@chevron.com

To Owner: Rosanna Bayon Moore
City Manager
City of Brawley
383 Main Street
Brawley, CA 9227

During the term of this Agreement, CEMC shall give reasonable advance notice (but in any event no less than five business days) of any initiation of field activities at the Property.

9. APPLICABLE LAW

This Agreement shall be interpreted, and any dispute arising hereunder shall be resolved, in accordance with the substantive laws of the State of California, without reference to choice of law rules.

10. COMPLIANCE WITH LAWS

Throughout the term of this Agreement, CEMC and Owner shall at all times comply fully with all applicable laws, ordinances, rules, and regulations of any governmental agency having jurisdiction over the Property.

11. BINDING EFFECT

Subject to the limitations set forth herein, this Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Owner shall promptly notify CEMC of any transfer of its interest in the Property and shall provide a copy of this Agreement to any and all transferees.

3c.1

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date set forth below.

CEMC:

CHEVRON ENVIRONMENTAL
MANAGEMENT COMPANY,
as ATTORNEY-IN FACT for
UNION OIL COMPANY OF
CALIFORNIA,
a California corporation

Dated: 10/23/12

By: [Signature]
Name: Rodney K. Simmons
Its: Assistant Secretary

OWNER:

ROSANNA BAYON MOORE
CITY MANAGER, for the
CITY OF BRAWLEY

Dated: 10/26, 2012

By: [Signature]
Name: Rosanna Bayon Moore
Its: City Manager

City of Brawley

City Council
March 19, 2024
Agenda Item No 3d



STAFF REPORT

To: City Council
From: Rom Medina, Director of Public Works and Operations
Prepared by: Rom Medina, Director of Public Works and Operations
Subject: Ordinance establishing installation of a stop sign (second reading)

RECOMMENDATION:

Approve Second Reading of Ordinance 2024-___ establishing installation of a stop sign for west bound traffic at the intersections of Legion Street and Walmart access road.

BACKGROUND INFORMATION:

1. Legion Street and Walmart Access Road:

The construction of Legion Street is complete and the City has opened it up for the general public, and it is necessary for traffic traveling west bound on Legion come to a complete stop. It is necessary that this intersection be controlled with a stop sign at intersection of Legion St and Walmart Access Road. A stop sign already exists for traffic entering Legion Street from the Walmart Access Road. Staff recommends that the Council approves ordinance.

FISCAL IMPACT:

The department will use Measure D funds to complete this project. Labor will be sourced inhouse and supplies will be purchased from the other operating supplies line-item budget.

215-312.000-700.100	Permanent Salaries	\$950
215-312.000-721.200	Other Operating Supplies	\$350

ALTERNATIVES:

No alternatives are recommended at this time.

ATTACHMENTS:

1. Second Reading Ordinance
2. Photo of Stop Proposed Sign

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

Staff, Title or Consultant, Agency

William Smerdon, City Attorney
Traffic Safety Committee

3d

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency	Status – Date of Status
Silvia Luna, Interim Finance Director	Approved - 3/15/2024
Tyler Salcido, City Manager	Approved - 3/15/2024

ORDINANCE OF THE CITY OF BRAWLEY, CALIFORNIA, ESTABLISHING THE INSTALLATION OF STOP SIGN FOR WESTBOUND TRAFFIC AT THE INTERSECTION OF LEGION STREET AND THE WALMART ACCESS ROAD

PURSUANT TO CHAPTER 17, SECTION 17.42 OF THE BRAWLEY MUNICIPAL CODE THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The intersection of Legion Street and the Walmart Access Road shall be controlled by two stop signs. There is an existing stop sign controlling traffic that enters Legion Street from the Walmart Access Road. An additional stop sign shall be installed controlling westbound traffic on Legion Street entering the intersection of the Walmart Access Road and Legion Street. A stop sign that conforms to the requirements of the California Manual on Uniform Traffic Control Devices shall be installed at the westbound entrance of Legion Street to said intersection

SECTION 2: The Director of Public Works is instructed and authorized forthwith to indicate such intersection by stop signs, stop bars, and pavement markings on each leg of the intersection.

SECTION 3: A violation hereof shall constitute an infraction and shall be punishable as provided in of the Vehicle Code as the same now provides or as amended from time to time.

SECTION 4: This ordinance shall be effective thirty (30) days after its adoption and upon the posting of the appropriate curb marking and signs.

SECTION 5: The City Clerk shall cause a certified copy of this ordinance, or a summary thereof, to be published one time within fifteen (15) days after its adoption in a newspaper of general circulation printed in the Imperial County and circulated in the City of Brawley.

PASSED AND ADOPTED this 5th day of March, 2024 by the following vote.

Ramon Castro, Mayor

ATTEST:

Thomas Garcia, Deputy City Clerk

3d.1

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)
CITY OF BRAWLEY)

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 5th day of March, 2024 and that it was so adopted by the following roll call vote:

AYES:
NAYES:
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 regular meeting held on the 5th day of March, 2024 and that it was so adopted by the following roll call vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED:

Thomas Garcia, Deputy City Clerk

3d.2



City of Brawley

City Council
March 19, 2024
Agenda Item No 3e



STAFF REPORT

To: City Council
From: Jimmy Duran, Chief of Police
Prepared by: Jonathan Blackstone, Police Commander
Subject: Approval of various City Vehicles as Surplus Property

RECOMMENDATION:

Approve Various Vehicles as Surplus Property as established by the 2022 City's Surplus Policy

BACKGROUND INFORMATION:

The Police Department has identified sixteen (16) vehicles which are no longer viable for service. City vehicles are selected for decommission based on their general condition, age, or high mileage. Other factors considered include associated repair cost and frequency of repairs. The following items are proposed for the City Vehicles Surplus List:

Description of item	Identifying number	Disposal Method	Estimated Value	Condition
2015 Ford Explorer	VINH 1FM5K8AR4FGB03204	Auction (GovDeals)	\$5,000	FAIR
2016 FORD EXPLORER	VIN # 1FM5K8AR3GGB54226	Auction (GovDeals)	\$5,000	FAIR
2016 FORD EXPLORER	VIN# 1FM5K8AR8GGB54223	Auction (GovDeals)	\$5,000	FAIR
2014 DODGE DURANGO	VIN# 3C4PDCFG7ET137438	Auction (GovDeals)	\$5,000	FAIR
2015 FORD EXPLORER	VIN# 1FM5K8AR6FGB51609	Auction (GovDeals)	\$5,000	FAIR
2015 FORD EXPLORER	VIN# 1FM5K8AR6FGB98686	Auction (GovDeals)	\$5,000	FAIR
2010 FORD C VICTORIA	VIN# 2FABP7BV2AX107128	Auction (GovDeals)	\$900-1500	FAIR
2009 FORD C VICTORIA	VIN# 2FAHP71V19X140919	Auction (GovDeals)	\$900-1500	FAIR
2011 FORD C VICTORIA	VIN# 2FABP7BV4BX180342	Auction (GovDeals)	\$900-1500	FAIR
2002 CHEVY S10	VIN# 1GCCS145328215654	Auction (GovDeals)	\$1000-2000	FAIR
2009 FORD C VICTORIA	VIN# 2FAHP71V09X110746	Auction (GovDeals)	\$900-1500	FAIR
2007 CHEVY TAHOE	VIN# 1GNFC130X7R346105	Auction (GovDeals)	\$2000-3000	FAIR
1990 CHEVY P30	VIN# 1GCKP32N4L3310783	Auction (GovDeals)	\$500-1000	POOR
2009 FORD C VICTORIA	VIN# 2FAHP71V59X114386	Auction (GovDeals)	\$900-1500	POOR
2009 FORD C VICTORIA	VIN# 2FAHP71V59X110743	Auction (GovDeals)	\$900-1500	FAIR
2015 CHEVY TRAVERSE	VIN# 1GNKRFED5FJ291067	Auction (GovDeals)	\$3000-4900	FAIR

The city is currently evaluating the options available to sell this inventory under public auction. The City's decision to select a third party to execute the auction will be based on the lowest fee cost option to the City.

FISCAL IMPACT:

There is a potential of generating revenue for the City by auctioning the vehicles off through GovDeals.

3e

ALTERNATIVES:

The council may decide not to approve the sale of the listed surplus property..

ATTACHMENTS:

1. Surplus Authorization Form

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

Staff, Title or Consultant, Agency

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency
Silvia Luna, Interim Finance Director
Tyler Salcido, City Manager


Status – Date of Status
Approved - 3/15/2024
Approved - 3/15/2024

City of Brawley

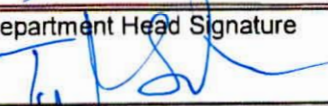
SURPLUS AUTHORIZATION FORM

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

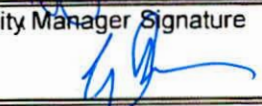
DEPARTMENT REQUESTING DISPOSAL: Brawley Police Department



 Department Head Signature



 City Manager Signature



 City Attorney Signature

JIMMY DURAN 01/18/24

 Print Name Date

TYLER SALCIDO 01/18/24

 Print Name Date

BILL SMERDON 2/5/24

 Print Name Date

PROPERTY OR EQUIPMENT TO BE SURPLUSED:

Item No.	Description of Item	Identifying number	Disposal Method	Estimated Value	Condition
1	2015 Ford Explorer	VIN# 1FM5K8AR4FGB03204	Auction (GovDeals)	\$5,000	FAIR
2	2016 FORD EXPLORER	VIN # 1FM5K8AR3GGB54226	Auction (GovDeals)	\$5,000	FAIR
3	2016 FORD EXPLORER	VIN# 1FM5K8AR8GGB54223	Auction (GovDeals)	\$5,000	FAIR
4	2014 DODGE DURANGO	VIN# 3C4PDCFG7ET137438	Auction (GovDeals)	\$5,000	FAIR
5	2015 FORD EXPLORER	VIN# 1FM5K8AR6FGB51609	Auction (GovDeals)	\$5,000	FAIR
6	2015 FORD EXPLORER	VIN# 1FM5K8AR6FGB98686	Auction (GovDeals)	\$5,000	FAIR
7	2010 FORD CROWN VICTORIA	VIN# 2FABP7BV2AX107128	Auction (GovDeals)	\$900 TO \$1,500	FAIR
8	2009 FORD CROWN VICTORIA	VIN# 2FAHP71V19X140919	Auction (GovDeals)	\$900 TO \$1,500	FAIR
9	2011 FORD CROWN VICTORIA	VIN# 2FABP7BV4BX180342	Auction (GovDeals)	\$900 TO \$1,500	FAIR
10	2002 CHEVY S10	VIN# 1GCCS145328215654	Auction (GovDeals)	\$1,000 TO \$2,000	FAIR
11	2009 FORD CROWN VICTORIA	VIN# 2FAHP71V09X110746	Auction (GovDeals)	\$900 TO \$1,500	FAIR
12	2007 CHEVY TAHOE	VIN# 1GNFC130X7R346105	Auction (GovDeals)	\$2,000 TO \$3,000	FAIR
13	1990 CHEVY P30	VIN# 1GCKP32N4L3310783	Auction (GovDeals)	\$500 TO \$1,000	POOR
14	2009 FORD CROWN VICTORIA	VIN# 2FAHP71V59X114386	Auction (GovDeals)	\$900 TO \$1,500	POOR
15	TAN CROWN VICTORIA	VIN# 2FAHP71V59X110743	Auction (GovDeals)	\$900 TO \$1,500	FAIR
16	2015 CHEVY TRAVERSE	VIN# 1GNKRFED5FJ291067	Auction (GovDeals)	\$3,000-\$4,900	FAIR
		VIN Number, last 6 Part Number Model Number, Make, Size	Transfer to another Dept., Trade In/Return to Manufacturer, Donation to Non-profit, Auction, Sealed Bids, Scrapping, No value disposal	Under \$1,000 City Manager; From \$1,000-\$3,000 City Manager and City Attorney; Over \$3,000 City Council	New, Good, Fair, Poor, Non- operational, Unknown

City of Brawley

City Council
March 19, 2024
Agenda Item No 3f



3f

STAFF REPORT

To: City Council
From: Romualdo Medina, Director of Public Works Operations
Prepared by: Ana Gutierrez, Public Works Analyst
Subject: **Reject bids for Traffic Signal Synchronization & ITS Phase 1, Specification No. 2023-10.**

RECOMMENDATION:

Reject bids for Caltrans Federally Funded Project No. 2023-10 Traffic Signal Synchronization CML 5167(046) and approve re-advertisement.

BACKGROUND INFORMATION:

On July 16, 2023, the City was awarded Grant No. CML 5167(046) for the Traffic Signal Synchronization & ITS Phase 1 which will consist of installing new conduit and fiber optic cable in various locations throughout the City with a federal participation cost of 82.53% and a local match of 17.45%.

On January 25, 2024, the Engineering Department advertised the above-referenced project. Two bids were received on February 26, 2024. Both bids received were over the proposed project cost estimate.

DBX, Inc. Temecula, CA	\$1,137,100.00
HMS Construction Inc. Vista, CA	\$2,500,000.00

After a review with the design consultant STC and Engineering Staff, it was determined that it would be in the best interest of the City to re-advertise the project with changes to ensure that the bids come in within budget.

FISCAL IMPACT:

None at this time.

ALTERNATIVES:

None at this time.

ATTACHMENTS:

1. Bid Results



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

Staff, Title or Consultant, Agency

REPORT APPROVAL(S):

<u>Staff, Title or Consultant, Agency</u>	<u>Status – Date of Status</u>
Silvia Luna, Interim Finance Director	Approved - 3/15/2024
Tyler Salcido, City Manager	Approved - 3/15/2024

City of Brawley Bid Results

3f-1

Traffic Signal Synchronization & Intelligent Transportation Systems CML 5167(046)				DBX, Inc.		H Construction, Inc.	
Bid Opening February 26, 2023 @ 2:00 PM				42024 Avenida Alvarado, Suite A		2880 Scott Street	
				Temecula, CA 92590		V CA 92581	
				ENGINEERS ESTIMATE		(760) 727-0008	

BID SCHEDULE

Item No.	QTY	Unit of Measure	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1	LS	Mobilization	\$ 11,500.00	\$ 11,500.00	\$ 12,000.00	\$ 12,000.00	\$ 250,000.00	\$ 250,000.00
2	1	LS	Clearing and Grubbing	\$ 12,500.00	\$ 12,500.00	\$ 5,000.00	\$ 5,000.00	\$ 80,000.00	\$ 80,000.00
3	1	LS	Surveying	\$ 10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 50,000.00	\$ 50,000.00
4	1	LS	Temporary Traffic Control and Public Safety	\$ 7,500.00	\$ 7,500.00	\$ 9,500.00	\$ 9,500.00	\$ 160,000.00	\$ 160,000.00
5	1	LS	Water Pollution Control	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 50,000.00	\$ 50,000.00
6	1	LS	Traffic Signal Modification (Main St & 3rd St)	\$ 75,000.00	\$ 75,000.00	\$ 111,200.00	\$ 111,200.00	\$ 140,000.00	\$ 140,000.00
7	1	LS	Traffic Signal Modification (Main St & 6th St)	\$ 204,000.00	\$ 204,000.00	\$ 323,250.00	\$ 323,250.00	\$ 350,000.00	\$ 350,000.00
8	1	LS	Traffic Signal Interconnection	\$ 378,000.00	\$ 378,000.00	\$ 490,525.00	\$ 490,525.00	\$ 1,140,000.00	\$ 1,140,000.00
9	110	SF	Constuct 6" PCC Curb Gutter	\$ 125.00	\$ 13,750.00	\$ 115.00	\$ 12,650.00	\$ 145.00	\$ 15,950.00
10	4	EA	Constuct PCC Curb Ramp	\$ 6,000.00	\$ 24,000.00	\$ 6,500.00	\$ 26,000.00	\$ 15,000.00	\$ 60,000.00
11	1575	SF	Construct 4" PCC Sidewalk	\$ 12.00	\$ 18,900.00	\$ 15.00	\$ 23,625.00	\$ 20.00	\$ 31,500.00
12	65	LF	Furnish and Install Trench Drain	\$ 100.00	\$ 6,500.00	\$ 690.00	\$ 44,850.00	\$ 1,500.00	\$ 97,500.00
13	1	EA	Furnish and Install Fire Hydrant Assembly	\$ 7,500.00	\$ 7,500.00	\$ 34,000.00	\$ 34,000.00	\$ 60,000.00	\$ 60,000.00
14	1	LS	Traffic Signal and Striping	\$ 3,500.00	\$ 3,500.00	\$ 25,000.00	\$ 25,000.00	\$ 15,050.00	\$ 15,050.00
			Sub-Total		\$ 774,650.00		\$ 1,137,100.00		\$ 2,500,000.00
			10% Contingency		\$ 77,465.00		\$ 113,710.00		\$ 250,000.00
			Bid Schedule Total		\$ 852,115.00		\$ 1,250,810.00		\$ 2,750,000.00

City of Brawley

City Council
March 19, 2024
Agenda Item No 5a



5a

STAFF REPORT

To: City Council
From: Silvia Luna, Interim Finance Director
Prepared by: Silvia Luna, Interim Finance Director
Subject: **Review of Capital Improvement Program**

RECOMMENDATION:

Review of current capital improvement carryover projects and discussion of Fiscal Years 2024/25 to 2028/29 Preliminary Proposed Capital Improvement Program and Heavy Equipment.

BACKGROUND INFORMATION:

The proposed Capital Improvement Program and Heavy Equipment budget has been developed with the input of Department Directors and Managers who will be available during the budget study sessions to answer questions regarding specific departmental requests or operational needs.

Carryover projects (Attachment 1) are current projects with funding that will be carried over to FY 2024/25 once the fiscal year 2023/24 financial audit is completed. There is a total of 35 carryover projects.

A five-year outlook (Attachment 2) is provided for long-term planning, however, only the first year (FY 2024/25) is included in the upcoming budget for funding. Future years are not budgeted. This year the city also included a list of Other Identified Projects, which could be potentially funded with grants and/or incorporated into future budget cycles depending on the availability of revenues.

The CIP budget will be incorporated into the Citywide Operating and Capital Improvement Budget. There will be subsequent meetings where changes to the CIP budget may be presented and/or incorporated into final recommended budget.

Additional programmed budget study sessions are as follows:

- May 7, 2024 - Study session focused on the General Fund and updates to the Capital Improvement Program and Heavy Equipment budget.
- May 21, 2024 - Budgetary proposals for Special Revenue, Capital, Enterprise, and Internal Service Funds of the City. Overview of any General Fund updates.
- June 4, 2024 – Overview of all city funds with a highlight of any changes or updates.
- June 18, 2024 - Budget adoption.

The annual budget is a puzzle put together to deliver city services to residents, business owners, and visitors alike. Community input is greatly appreciated and necessary to ensure an inclusive budget.

FISCAL IMPACT:

The preliminary Proposed Capital Improvement Program and Heavy Equipment budget includes a total of thirty-five (35) carryover projects and five (6) new items anticipated to be funded with various revenue sources totaling \$ 30,246,250.

ALTERNATIVES:

City Council may request additional information on the Capital Improvement Program

ATTACHMENTS:

- 1. Carryover Projects
- 2. Five-Year Outlook

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

Staff, Title or Consultant, Agency

REPORT APPROVAL(S):

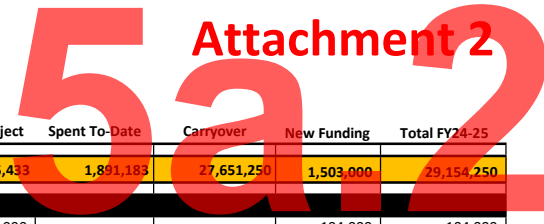
<u>Staff, Title or Consultant, Agency</u>	<u>Status – Date of Status</u>
Silvia Luna, Interim Finance Director	Approved - 3/15/2024
Tyler Salcido, City Manager	Approved - 3/15/2024

City of Brawley
Capital Improvement Program Heavy Equipment
Revenue Summary

Attachment 1
5a.1

Project #	Project Description	Gas Tax (211)	SB1 Road Maint. (217)	Measure D (215)	Pedestrian & Bicycle (213)	Water Fund (501)	Wastewater Fund (511)	Grants/Other	Total Project	Spent To-Date	Car	Net	Total FY24-25
FY 2023/24 Carryovers (Shall be included for funding in the FY 2024/25 Budget)													
2023-17	Police Department - Evidence Room Renovation							Police DIF Fund (452) 150,000	150,000		150,000		
2024-05	Police Department - New Conference Rooms							Police DIF Fund (452) 120,000	120,000	4,531	115,469	-	115,469
2023-13	New Compressed Air fill station for Fire Station # 2							80,000 GF (101) 33,310 MLB Grant	80,000	-	80,000	-	80,000
2022-10	T- ball field at Pat William Park							204,950 Parks DIF (459)	238,260	-	238,260	-	238,260
2023-14	Alyce Gereaux Splash Pad Shade							98,526 Parks DIF (459)	98,526	5,297	93,229	-	93,229
2023-15	Scott Pace Park Play Equipment							130,590 Parks DIF (459)	130,590	14,952	115,638	-	115,638
2021-31	Lion Center Pool Rehabilitation							177,952 Per Capita Grant 300,000 Contributions 340,168 CDBG PI (201) 54,000 GF (101)	872,120	359,698	512,422	-	512,422
2024-06	Senior Center ADA Ramp Construction				112,204				112,204	14,993	97,211.00	-	97,211
2023-22	Library Additional Bookcases							40,000 Library DIF (460)	40,000	-	40,000.00	-	40,000
2023-BFLFIP	Library HVAC System and Windows Upgrade							611,050 Building Forward Grant	611,050	-	611,050.00	-	611,050
2023-20	Dump Truck	100,000							100,000	-	100,000.00	-	100,000
2020-06	2nd St. from Malan St. to K St.; H St. from Rio Vista Ave. to Las Flores Dr.		645,496						645,496	-	645,496	-	645,496
2021-05	Rehabilitation of 3rd Street from A Street to River Drive		332,729						332,729	-	332,729	-	332,729
2022-02	C Street from 1st Street to Imperial Avenue (Street Resurfacing/Rehabilitation)		823,440	-				93,633 CRRSAA	917,073	-	917,073	-	917,073
2022-04	Traffic Synchronization & Intelligent Transportation System		147,550	200,000				700,000 CMAQ	1,047,550	131,094	916,456	-	916,456
2022-05	Main Street Waterline Improvement Plans and Roadway Rehabilitation from 1st Street to Eastern Avenue (Design)							332,000 Hwy Relinquish.	332,000	243,283	88,717	-	88,717
2022-05	Main St. from 1st St. to 9th St. Waterline Construction , Meter Installations. (Waterline Construction & Street Rehabilitation)			237,111				3,400,000 Water Capacity DIF Fund (456) 6,286,060 Hwy Relinquish.	9,923,171	-	9,923,171	-	9,923,171
2023-08	Paving Project from 1st St. to 9th St to Eastern Avenue . (Street Paving Construction/ Grant Only)			400,000				2,673,803 Earmark Grant	3,073,803	13,968	3,059,835.00	-	3,059,835
2023-02	B Street from Eastern Avenue to Palm Avenue (Design Only)			6,882				53,118 STBG	60,000	-	60,000.00	-	60,000
2023-09	Improvements on C St from Western Ave to First St Steven St from Evelyn Ave to Richard Ave, and Ronald St from Evelyn Ave to Richard Ave. (Construction)			382,000				327,000 LPP Formulaic	709,000	-	709,000.00	-	709,000
2022-03	Ocotillo Springs Sidewalk Construction			120,000				2,305,979 AHSC Grant	2,425,979	-	2,425,979.00	-	2,425,979
2021-13	Rehabilitation of Raw Water Pump 102					50,000			50,000	-	50,000	-	50,000
2021-14	Raw Water Pond Liner Replacements							2,248,882 Water Capacity DIF Fund (456)	2,248,882	525,677	1,723,205	-	1,723,205
2021-11	Asphalt Concrete Paving at Water Treatment Plant Exterior					40,000			40,000	-	40,000	-	40,000
2021-15	Rehabilitation of Finish Water Reservoir (2 Water Storage Tank Rehab)					2,406,000			2,406,000	-	1,203,000	1,203,000	2,406,000
2024-01	Rehabilitation of 2 VFD Blowers for backwash filters					330,000			330,000	-	30,000.00	300,000	330,000
2024-15	Hinojosa Water Tank Removal						200,000	CA Department Water Resource	200,000	-	200,000.00	-	200,000
2021-16	Installation of automatic flusher station at SDSU						87,000	Water Capacity DIF Fund (456)	87,000	-	87,000.00	-	87,000
2021-25	Wildcat Dr. Crack Seal and Rock Supply and Grading from Hwy 86 to Western Ave (DTSC requirement)					30,000			30,000	-	30,000.00	-	30,000
2022-07	Crane Installation to Maintain Lift Station No. 3 Pumps						160,000		160,000	-	160,000.00	-	160,000
2023-12	Lift Station No. 3 Electrical System Assesment and Rehabilitation						60,000		60,000	-	60,000.00	-	60,000
2024-03	New Vactor Truck						700,000		700,000	-	700,000.00	-	700,000
2021-18	UV Desinfection System Replacement						2,271,000		2,271,000	440,983.00	1,830,017	-	1,830,017
2022-09	Aereation Basin Valve Actuators Replacement					80,000			80,000	-	80,000	-	80,000
2020-07	Design Reconstruction of Runway 8/26							363,000 FAA Grant	363,000	136,707	226,293	-	226,293
TOTAL ANTICIPATED FOR FY 2024/25		\$ 100,000	\$ 1,949,215	\$ 1,345,993	\$ 112,204	\$ 2,856,000	\$ 3,271,000	\$ 21,411,021	\$ 31,045,433	\$ 1,891,183	\$ 27,651,250	\$ 1,503,000	\$ 29,154,250

City of Brawley
Capital Improvement Program Heavy Equipment
Revenue Summary



Project #	Project Description	Gas Tax (211)	SB1 Road Maint. (217)	Measure D (215)	Pedestrian & Bicycle (213)	Water Fund (501)	Wastewater Fund (511)	Grants/Other	Total Project	Spent To-Date	Carryover	New Funding	Total FY24-25	
TOTAL ANTICIPATED CARRYOVERS FOR FY 2024/25		100,000	1,949,215	1,345,993	112,204	2,856,000	3,271,000	21,411,021	31,045,433	1,891,183	27,651,250	1,503,000	29,154,250	
FY 2024/25 - New Projects (Included for funding in the FY 2024/25 Budget)														
2024-10	Police Department Parking Lot Repavement							104,000 GF (101) 60,000 GF (101) Animal DIF Fund (454)	104,000	-	-	104,000	104,000	
2024-11	Animal Shelter Construction (Dog Kennels)							20,000	80,000	-	-	80,000	80,000	
2024-12	New Fire Engine (Leased Equipment)							850,000 GF (101)	850,000	-	-	850,000	850,000	
2024-13	Lion Center Stage Renovation							25,000 Imperial County	25,000			25,000	25,000	
2024-14	Senior Center Tranquility Garden							8,000 Contributions	8,000	-	-	8,000	8,000	
2025-ADA	Annual ADA Improvements				25,000				25,000	-	-	25,000	25,000	
TOTAL ANTICIPATED FOR FY 2024/25		\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ 1,067,000	\$ 1,092,000	\$ -	\$ -	\$ 1,092,000	\$ 1,092,000	
FY 2025/26 (Not funded with adoption of FY 2024/25 budget)														
Total Project														
2024-17	City-wide Server Update							100,000	100,000					
2024-16	Fire Station 2 Restroom Renovation							PENDING Fire DIF (453)	PENDING					
2024-18	Library Restroom Renovation and Expansion							PENDING Library DIF (460)	PENDING					
2026-ADA	Annual ADA Improvements				25,000				25,000					
TOTAL ANTICIPATED FOR FY 2025/26		-	-	-	25,000	-	-	100,000	125,000					
FY 2026/27 (Not funded with adoption of FY 2024/25 budget)														
Total Project														
2023-01	Supply Emergency Power to Headwork Screen							342,431	342,431					
None	Fire Cardiac Arrest Monitor							37,000 GF (101)	37,000					
2026-ADA	Annual ADA Improvements				25,000				25,000					
TOTAL ANTICIPATED FOR FY 2026/27		-	-	-	25,000	-	-	342,431	404,431					
FY 2027/28 (Not funded with adoption of FY 2024/25 budget)														
Total Project														
2023-06	Lift Station No. 1 Rehabilitation							435,160	435,160					
2023-07	Library Sanitary Sewer Pipeline Replacement							61,000	61,000					
2027-ADA	Annual ADA Improvements				25,000				25,000					
2025-01	General Plan Amendment (expires 2030, updated in 2008)				-			1,500,000 GF (101)	1,500,000					
TOTAL ANTICIPATED FOR FY 2027/28		-	-	-	25,000	-	-	1,500,000	2,021,160					
FY 2028/29 (Not funded with adoption of FY 2024/25 budget)														
Total Project														
2028-ADA	Annual ADA Improvements				25,000				25,000					
TOTAL ANTICIPATED FOR FY 2028/29		-	-	-	25,000	-	-	-	25,000					
ESTIMATED TOTALS FOR NEXT FIVE YEARS		\$ 100,000	\$ 1,949,215	\$ 1,345,993	\$ 237,204	\$ 2,856,000	\$ 4,109,591	\$ 24,115,021	\$ -	\$ 34,713,024	\$ 1,891,183	\$ 27,651,250	\$ 2,595,000	\$ 30,246,250

Funding Notes:
 AHSC = Affordable Housing and Sustainable Communities
 ARPA = American Rescue Plan Act, Federal Funds
 CMAQ = Congestion Mitigation and Air Quality
 DIF = Development Impact Fee
 FAA = Federal Aviation Administration
 Hwy Relinquish. = Highway Relinquishment Funds, One time funding
 STBG = Surface Transportation Block Grant
 LPP Formulaic = Local Partnership Program -Formulaic
 CRRSAA = Coronavirus Response and Relief Supplemental Appropriations Act of 2021

City of Brawley
 Capital Improvement Program Heavy Equipment
 Revenue Summary

5a.2

Project #	Project Description	Gas Tax (211)	SB1 Road Maint. (217)	Measure D (215)	Pedestrian & Bicycle (213)	Water Fund (501)	Wastewater Fund (511)	Grants/Other	Total Project	Spent To-Date	Carryover	New Funding	Total FY24-25
Other Identified Projects - Funding Source Undetermined													
	Sewer truck needed to replace 2008 International truck (2029/30)												Under Review
	Airport parking shade structures												Under Review
	Additional shade structures and seating at City Parks												Undetermined
	Lighting upgrades or installation at City parks												Undetermined
	Walking and/or bike paths at City Parks												Undetermined
	Seating and playground equipment upgrades at City Parks												Undetermined
	Public restroom and water fountain upgrades at City Parks												Undetermined
	Metal waste bins and new signage at City Parks												Undetermined
	Meserve Tennis Courts Rehabilitation												Under Review
	Pickleball Court												Under Review
	Volunteer Park Parking Lot												Under Review
	Citywide art installations												Undetermined
	Parks & Rec office (Lion Center) floor/tile replacement												Undetermined
	Additional Truck for Building/ Code Enforcement - New Inspector											35,000	
	Personnel Department office space												Undetermined
	Ergonomic/office equipment replacement (Most City Facilities)												Undetermined
	Retrofitted and expanded gate surrounding Police Department												Under Review
	<u>Expand/Remodel Police Department Building (details include) :</u>												Undetermined
	Sergeants Office Carpet Replacement												Undetermined
	More office space for new law enforcement programs and equipment storage												Undetermined
	New covered parking lot (Solar Panels -Air Pollution Certified)												Undetermined
	TOTAL OTHER IDENTIFIED PROJECTS/EQUIPMENT												35,000
OVERALL ESTIMATED TOTAL													\$ 30,281,250

City of Brawley

City Council
March 19, 2024
Agenda Item No 6a



6a

STAFF REPORT

To: City Council
From: Gil Rebollar, Councilmember
Prepared by: Thomas Garcia, Assistant to the City Manager
Subject: **Collaborative Initiative to Address the Adverse Impacts of Social Media in Our Community**

RECOMMENDATION:

Approve City of Brawley Resolution, to be joined by the BUHS and BESD, for a Joint Letter to the Imperial County Office of Education Board of Trustees and Imperial County Board of Supervisors calling upon all stakeholders to recognize the importance of this issue and collaborate on developing and implementing strategies aimed at promoting healthy and responsible social media and internet use.

BACKGROUND INFORMATION:

Brawley City Council, Brawley Union High School District Board of Trustees, and Brawley Elementary School District Board of Trustees recognize the significant role that social media and the internet play in our daily lives, facilitating communication, enhancing access to information, and providing platforms for educational and professional growth.

Studies have shown that prolonged social media use can lead to increased risks of mental health issues, including anxiety, depression, and loneliness, as well as disrupting sleep patterns and contributing to lower self-esteem.

Brawley City Council, Brawley Union High School District Board of Trustees, and Brawley Elementary School District Board of Trustees believe that while individuals and families have the liberty and freedom to utilize social media and the internet, there is a collective responsibility to promote education and awareness regarding responsible use.

FISCAL IMPACT:

None at the present time.

ALTERNATIVES:

The Council may decide to not approve sending the proposed letter.

ATTACHMENTS:

1. Resolution COB,BUHS,BESD
2. Joint Letter COB,BUHS,BESD

6a

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

Staff, Title or Consultant, Agency

Gil Rebollar, Councilmember

REPORT APPROVAL(S):

<u>Staff, Title or Consultant, Agency</u>	<u>Status – Date of Status</u>
Silvia Luna, Interim Finance Director	Approved - 3/15/2024
Tyler Salcido, City Manager	Approved - 3/15/2024

RESOLUTION 2024-

JOINT RESOLUTION BETWEEN THE BRAWLEY CITY COUNCIL, BRAWLEY UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES, AND BRAWLEY ELEMENTARY SCHOOL DISTRICT BOARD OF TRUSTEES

WHEREAS, the Brawley City Council, Brawley Union High School District Board of Trustees, and Brawley Elementary School District Board of Trustees recognize the significant role that social media and the internet play in our daily lives, facilitating communication, enhancing access to information, and providing platforms for educational and professional growth; and

WHEREAS, the benefits of social media and internet use cannot be understated, particularly in their ability to connect individuals across great distances, offer support networks, and foster a sense of community; and

WHEREAS, it is also crucial to acknowledge the mounting body of research indicating the potential harms associated with excessive or inappropriate use of social media and the internet, particularly among youth and adults; and

WHEREAS, studies have shown that prolonged social media use can lead to increased risks of mental health issues, including anxiety, depression, and loneliness, as well as disrupting sleep patterns and contributing to lower self-esteem; and

WHEREAS, there is evidence to suggest that excessive internet use can impact physical health, leading to sedentary lifestyles and associated health problems, while also posing risks of exposure to inappropriate content, cyberbullying, and privacy breaches; and

WHEREAS, the Brawley City Council, Brawley Union High School District Board of Trustees, and Brawley Elementary School District Board of Trustees believe that while individuals and families have the liberty and freedom to utilize social media and the internet, there is a collective responsibility to promote education and awareness regarding responsible use;

WHEREAS, there is a need for a comprehensive approach that includes the efforts of local governing bodies, public institutions, and the community at large to address the challenges posed by social media and internet use;

NOW, THEREFORE, BE IT RESOLVED, as follows: the Brawley City Council, Brawley Union High School District Board of Trustees, and Brawley Elementary School District Board of Trustees hereby call upon all stakeholders to recognize the importance of this issue and to collaborate on developing and implementing strategies aimed at promoting healthy and responsible social media and internet use.

BE IT FURTHER RESOLVED, that this collaboration should focus on educational initiatives targeting both youth and adults, aiming to raise awareness about the potential harms of social media and internet use, while also highlighting best practices for safe and beneficial use.

Be It Finally Resolved, that through this joint resolution, the Brawley City Council, Brawley Union High School District Board of Trustees, and Brawley Elementary School District Board of Trustees commit to fostering a community environment where social media and the internet are used in ways that enrich our lives without compromising our mental, emotional, and physical well-being.

6a.1

This resolution shall be in effect upon adoption by the Brawley City Council, Brawley Union High School District Board of Trustees, and Brawley Elementary School District Board of Trustees, signaling our joint commitment to the health and well-being of our community in the digital age.

PASSED AND ADOPTED this 19 day of March, 2024 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

Ramon Castro, Mayor

ATTEST:

Thomas Garcia, Deputy City Clerk

PASSED AND APPROVED by the Brawley Union High School District Board of Trustees on _____, 2024.

Joel Gonzalez, Board President

PASSED AND APPROVED by the Brawley Elementary School District Board of Trustees on _____, 2024.

Armando Padilla, Board President



Subject: A Collaborative Initiative to Address the Adverse Impacts of Social Media in Our Community

To the Esteemed Members of the Imperial County Office of Education Board of Trustees and Imperial County Board of Supervisors,

Dear Esteemed Members,

As the Mayor of the City of Brawley, President of the Board of Trustees of Brawley Union High School District, and President of the Board of Trustees of Brawley Elementary School District, we are reaching out to you today to underscore a growing concern that touches every facet of our community: the pervasive and often detrimental impact of social media on both our youth and adults. In light of this, we propose a countywide, collaborative campaign to bring this issue to the forefront of public consciousness.

Recent statistics have shed light on the alarming extent of social media's grip on our youth. A national survey revealed that more than one-third of girls aged 11 to 15 feel "addicted" to a social media platform. This sentiment is not isolated to young girls alone; over half of all teens have expressed that it would be challenging to give up social media. Furthermore, excessive use of these platforms has been linked to a myriad of adverse outcomes, including sleep disturbances, attention problems, and feelings of exclusion among teenagers. Astonishingly, up to 95% of youth aged 13–17 report using at least one social media platform, with over a third admitting to "almost constant" use.

The negative impacts of social media extend beyond the young population, affecting adults by fostering discord and division. The platforms that were once heralded as tools for bringing people together have, in many instances, done the opposite, amplifying societal divisions and undermining the cohesion of our community fabric. Various studies have shown how social media can exacerbate feelings of loneliness, anxiety, and depression among adults, contributing to a fractured society.

Recognizing the gravity of this issue, other communities have embarked on proactive campaigns to mitigate the harmful effects of social media. These efforts aim to educate parents and guardians about the risks associated with social media use and provide strategies for fostering healthier digital habits within their families. It is imperative that we, too, take decisive action to address this issue head-on.

We propose the launch of a countywide, collaborative campaign to raise awareness about the negative impacts of social media on both children and adults. This campaign would utilize a multi-faceted approach, employing billboards, social media (used judiciously and with positive intent), and other communication means to disseminate our message effectively. The campaign's core message would focus on educating our community members about the potential harms of unchecked social media use and encouraging healthier, more mindful consumption of these platforms.

To further reinforce our commitment to this cause, we advocate for the organization of public forums, where experts in psychology, technology, and education can share insights and strategies with parents, educators, and community members. Additionally, media campaigns can serve as a powerful tool to reach a wider audience, sharing compelling stories and data that highlight the risks associated with social media use. Outreach and advocacy efforts, particularly in schools and community centers, will also play a crucial role in spreading awareness and providing resources to those seeking to mitigate the negative impacts of social media on their lives.

In conclusion, the urgency of addressing the pervasive influence of social media on our society cannot be overstated. By coming together as a community and harnessing our collective resources and willpower, we can confront this challenge and foster a healthier, more connected society.

Thank you for considering this vital matter. As two of the largest public organizations in Imperial Valley with far more resources at your disposal than ourselves, we look forward to your leadership and collaboration on this effort.

Sincerely,

Ramon Castro
Mayor, City of Brawley

Joel Gonzalez
President, Board of Trustees, Brawley Union High School District

Armando Padilla
President, Board of Trustees, Brawley Elementary School District

City of Brawley

City Council
March 19, 2024
Agenda Item No 6b



6b

STAFF REPORT

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

RECOMMENDATION:

Review, discuss and potentially pass for Second 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 1 in Section 18.4 was revised. Due to lack of complaints and issues raised by the Planning Department during the last Council meeting, the row applicable to Commercial and Manufacturing Zones was eliminated from the table. If need arises in the future, the Code may be amended to address these zones.
- 2) Table 2 of Section 18.4 was revised. Noise limits were lowered from 85dB to 80dB and the time cutoff for the louder levels was dropped back to 8:00 pm, rather than 10:00 on Sunday through Thursday. The limits were lowered from 75 to 70 between the hours of 8:00 pm and 12:00 am, Sundays through Thursdays. For Fridays and Saturdays, The limits were lowered from 85 to 80 between the hours of 7:00 am to 11:00 pm, and they were lowered from 80 to 75 from 11:00 pm to 1:00 am.
- 3) Section 18.14 was revised to change 12 months, to six months, as the cutoff for multiple offenses

FISCAL IMPACT:

None at the present time.

ALTERNATIVES:

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

ATTACHMENTS:

- 1. Ordinance Amending Municiple Code Chapt. 18 (Noise)

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

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager
Jimmy Duran, Chief of Police

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Silvia Luna, Interim Finance Director
Tyler Salcido, City Manager

Status – Date of Status

Approved - 3/15/2024
Approved - 3/15/2024

ORDINANCE NO. ____

6b.1

ORDINANCE OF THE CITY COUNCIL 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 with 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 peace, 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.

6b.1

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 SI.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 SI.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 oppressive 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

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

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

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	80
	8:00 pm to 12:00 am	70
	12:00 am to 7:00 am	65
Friday and Saturday	7:00 am to 11:00 pm	80
	11:00 pm to 1:00 am	75
	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 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.

6b.1

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 code, 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;

6b.1

- (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 18.2.10. 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

6b.1

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.

6b.1

(e) Yelling, shouting, etc. Disturbing or annoying by shouting, 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

6b.1

facility, provided conspicuous signs are displayed on such streets, sidewalks, or public places indicating 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.

6b.1

(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 six-month period, an administrative fine of \$500.00;

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

(c) For a third offense committed in any single six-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.

6b.1

(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

6b.1

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

6b.1

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

6b.1

which can be given effect without the invalid provisions 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.

APPROVED, PASSED AND ADOPTED at a regular meeting of the City Council held on the ____ day of _____, 2024.

CITY OF BRAWLEY, CALIFORNIA

Ramon Castro, Mayor

ATTEST:

Thomas Garcia, Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)
CITY OF BRAWLEY)

1st Reading

I, Thomas Garcia, Deputy City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Ordinance No. 2024-__ was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the ____ day of _____, 2024 and that it was so adopted by the following roll call vote:

6b.1

AYES :
NAYES :
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 No. 2024-__ was passed and adopted by the City Council of the City of Brawley, California, at regular meeting held on the ___ day of _____, 2024 and that it was so adopted by the following roll call vote:

AYES :
NAYES :
ABSTAIN :
ABSENT :

DATED :

Thomas Garcia, Deputy City Clerk

City of Brawley

City Council
March 19, 2024
Agenda Item No 6c



6c

STAFF REPORT

To: City Council
From: Tyler Salcido, City Manager
Prepared by: Tyler Salcido, City Manager
Subject: **SB 1309 - Lithium Battery Production Council Letter of Support**

RECOMMENDATION:

Review, discuss and potentially approve Letter of Support for SB 1309 - Lithium Battery Production Council.

BACKGROUND INFORMATION:

From Senator Padilla's Office:

Senator Padilla recently introduced "SB 1309 – Lithium Battery Production Council," aimed at addressing critical infrastructure needs in Imperial County's Lithium Valley. This area holds significant economic growth potential due to its vast lithium reserves. We are reaching out to seek your organization's support for this pivotal legislation through a Letter of Support.

Background:

Imperial County, home to one of the world's most substantial lithium reserves, is strategically positioned to meet over one-third of the global lithium demand. This is essential for powering the future of electric vehicles and renewable energy. Despite its potential, the region faces considerable infrastructure challenges. Recognizing this, SB 1309 seeks to address these barriers directly, facilitating a path toward economic prosperity and sustainability in the Region.

Purpose of SB 1309:

At its core, SB 1309 proposes a strategic approach to secure California's leadership in the lithium battery manufacturing arena. It directs the California Energy Commission (CEC), in consultation with the Governor's Office of Business and Economic Development (Go-Biz), the California Workforce Development Board, and other state agencies, to establish a Lithium Battery Production Council. This council will carry out an economic analysis focusing on workforce development, infrastructure improvements, sewage and wastewater treatment, and housing needs essential for supporting and expanding the lithium battery production sector. This comprehensive strategy is critical for preparing our region to meet and sustain the demands of a global industry.

Your organization's support could significantly influence the bill's progression. Enclosed, please find a detailed fact sheet about SB 1309.

FISCAL IMPACT:

N/A

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ALTERNATIVES:

Council could decide not to issue the Letter of Support.

ATTACHMENTS:

1. SB 1309 - Lithium Battery Council - Fact Sheet
2. Draft SB 1309 Letter of Support

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

Staff, Title or Consultant, Agency

REPORT APPROVAL(S):

<u>Staff, Title or Consultant, Agency</u>	<u>Status – Date of Status</u>
Silvia Luna, Interim Finance Director	Approved - 3/15/2024
Tyler Salcido, City Manager	Approved - 3/15/2024

CAPITOL OFFICE
1021 O STREET, SUITE 6640
SACRAMENTO, CA 95814
TEL (916) 651-4018
FAX (916) 651-4918

CHULA VISTA DISTRICT OFFICE
303 H STREET, SUITE 200
CHULA VISTA, CA 91910
TEL (619) 409-7690

EL CENTRO DISTRICT OFFICE
1224 STATE STREET, SUITE D
EL CENTRO, CA 92243
TEL (760) 335-3442

WWW.SENATE.CA.GOV/PADILLA
SENATOR.PADILLA@SENATE.CA.GOV

California State Senate

SENATOR
STEPHEN C. PADILLA
EIGHTEENTH SENATE DISTRICT



60.1

COMMITTEES
BUDGET AND GOVERNMENT
ADMINISTRATION AND
GENERAL GOVERNMENT
CHAIR
AGRICULTURE
BUDGET
GOVERNMENTAL ORGANIZATION
HOUSING
NATURAL RESOURCES AND WATER

SB 1309 – Lithium Battery Production Council

Imperial County’s Lithium Valley presents an enormous economic opportunity California. The Salton Sea has one of the largest reserves of lithium in the world, which could fulfill over one-third of the global demand for lithium. With the world demand for lithium expected to grow as much as tenfold in the next decade, the development of a domestic supply of lithium around the Salton Sea has the potential to unleash billions in economic opportunity, however the surrounding area lacks critical infrastructure to support the emerging industry.

In 2023, a new report by Lawrence Berkeley National Lab estimated that there was more lithium than previously estimated, enough to support over 375 million batteries for electric vehicles – more than the total number of vehicles currently on U.S. roads.¹ Yet the region surrounding the state’s vast lithium deposits has critical infrastructure gaps including a lack of bridges and roads and lack of communication and transportation infrastructure. As California seeks to power the future by producing lithium in a more sustainable and environmentally safer way than nearly anywhere else in the world, it is critical the state has a comprehensive strategy that secures California’s global leadership in lithium battery manufacturing by preparing the region to meet the demands of sustaining a global industry.

SB 1309 would direct the California Energy Commission (CEC), in consultation with other state agencies, including the Governor’s Office of Business and Economic Development (Go-Biz) and the California Workforce Development Board, to establish a Lithium Battery Production Council to conduct an economic analysis on workforce development needs, infrastructure needs, sewage and wastewater treatment, and housing needs for lithium battery production.

Staff Contact

Name: Alexis Castro
Title: Legislative Director
Email: Alexis.castro@sen.ca.gov
Capitol Office: (916) 651 – 4018

Support

¹ California, State of. “New Report Highlights the Promise of Lithium Valley.” California Governor, November 29, 2023.
<https://www.gov.ca.gov/2023/11/28/new-report-highlights-the-promise-of-lithium-valley/>.



6c.2

Office of
The Mayor
BRAWLEY, CALIFORNIA

March 19, 2024

The Honorable Steven Bradford
1021 O Street, Suite 3350
Sacramento, CA 95814

Re: Senate Bill 1309 (Padilla): Lithium Battery Production Council

Dear Senator Bradford,

On behalf of the City of Brawley, I am pleased to offer our strong support of SB 1309, which would direct the California Energy Commission (CEC), in consultation with other state agencies, including the Governor's Office of Business and Economic Development (Go-Biz) and the California Workforce Development Board, to establish a Lithium Battery Production Council to conduct an economic analysis on workforce development needs, infrastructure needs, sewage and wastewater treatment, and housing needs for lithium battery production.

Here in Brawley, we're not just a scenic stop in California's Imperial County; we're a community that thrives on innovation and sustainability. Our city serves as a hub for winter playground enthusiasts and a gateway to some of Southern California's most cherished destinations. Despite our picturesque setting and strategic location, we face our share of challenges, particularly in funding essential services and fostering economic development.

In 2023, a new report by Lawrence Berkeley National Lab estimated that there was more lithium than previously estimated, enough to support over 375 million batteries for electric vehicles – more than the total number of vehicles currently on U.S. roads.¹ Yet the region surrounding the state's vast lithium deposits has critical infrastructure gaps including a lack of bridges and roads and lack of communication and transportation infrastructure. As California seeks to power the future by producing lithium in a more sustainable and environmentally safer way than nearly anywhere else in the world, it is critical the state has a comprehensive strategy that secures California's global leadership in lithium battery manufacturing by preparing the region to meet the demands of sustaining a global industry.

Supporting SB 1309 aligns perfectly with Brawley's goal to stimulate economic growth and job creation within our community. By preparing our region to support a thriving global lithium battery industry, we can attract new businesses, enhance our infrastructure, and provide our residents with valuable employment opportunities. This bill not only promises to position

6c.2

California as a leader in lithium battery production but also represents a significant step toward sustainable economic development for Brawley and similar communities across the state.

Therefore, we strongly endorse SB 1309 and urge you to vote in favor of this pivotal legislation when it comes before your committee. Together, we can secure a prosperous and sustainable future for California and its residents.

Best regards,

Ramon Castro, Mayor
City of Brawley

ADMINISTRATIVE OFFICES
383 Main Street
Brawley, CA 92227
Phone: (760) 351-3048
FAX: (760) 351-3088

City of Brawley

City Council
March 19, 2024
Agenda Item No 6d



6d

STAFF REPORT

To: City Council
From: Tyler Salcido, City Manager
Prepared by: Tyler Salcido, City Manager
Subject: Letter of Support for AB 2757 - Southeast California Economic Region

RECOMMENDATION:

Review, discuss and potentially approve a Letter of Support for AB 2757 - Southeast California Economic Region.

BACKGROUND INFORMATION:

Assemblymember Eduardo Garcia's office is asking for letters of support for our bill AB 2757 (Southeast California Economic Region). This bill will create a new economic zone encompassing the Coachella, Palo and Imperial Valley's and allow the region to be more competitive in terms of funding. Attached a sample letter of support and a fact sheet.

FISCAL IMPACT:

N/A

ALTERNATIVES:

Council may choose not to approve a Letter of Support for AB 2757.

ATTACHMENTS:

1. AB 2757 - Economic Zones
2. Draft Letter of Support - AB 2757

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

Staff, Title or Consultant, Agency

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency
Silvia Luna, Interim Finance Director
Tyler Salcido, City Manager

Status – Date of Status
Approved - 3/15/2024
Approved - 3/15/2024



AB XXXX – Southeast California Economic Region

Updated 2/12/24

BACKGROUND

The Imperial, Eastern Coachella, and Palo Verde Valleys face many of the same economic challenges. California’s “Lithium Valley” located around these areas contains one of the largest and most environmentally sustainable lithium reserves in the world. By creating an economic zone around “Lithium Valley”, there is a great opportunity to encourage economic development around these areas.

AB 1657 (E. Garcia 2020), established the Lithium Valley Commission comprised of 14 members representing state agencies, private industry, local government and environmental groups, as well as, government appointees. This commission was tasked with exploring opportunities and challenges in developing the state’s lithium industry and providing a report on its findings to the legislature. One of the recommendations being the creation of the South Eastern Desert Economic Zone to advance economic expansion around California’s Lithium Valley.

ISSUE

Economic zones in the United States promote economic development in distressed areas in the country.

Currently, the Imperial Valley is grouped with San Diego as the Southern Border Region while the Eastern Coachella and Palo Verde Valleys are grouped together with the Inland Empire as part of the greater Southern California Region. Such division dilutes the interests and opportunities for constituents in the Imperial, Eastern Coachella, and Palo Verde Valleys. These areas face hardships that are more alike than their current economic zone designations such as:

- Environmental and economic implications due to Salton Sea degradation.
- Unemployment rates higher than the state average.

- Median income rates lower than the state average.
- Lack of infrastructure.
- Decreased local revenue.

BILL SUMMARY

This bill would:

- establish the Southeast California Economic Region, which will facilitate collaboration with state, federal, regional, and local organizations, entities, and governments on issues of mutual interest that advance the economy and quality of life of residents and businesses.
- capture the full benefits of the Lithium Valley renewable energy development hub, the southeastern desert valleys need a definitive economic development designation that supports efficient resource attraction and fosters economic relationships between business, labor, and community.
- Help the region compete for federal, state, and local funding and investments.

SUPPORT

Alianza
Comite Civico Del Valle
Los Amigos

For More Information:

Jesus Ahkin Gonzalez
Office of Assemblymember Eduardo Garcia
Jesus.Gonzalez@asm.ca.gov | (916) 319-2036



6d.2

Office of
The Mayor
BRAWLEY, CALIFORNIA

March 19, 2024

The Honorable Carlos Villapudua
Chair, Assembly Committee on Jobs, Economic Development, and the Economy
1021 O Street, Suite 6340
Sacramento, CA 95814

RE: AB 2757 (Garcia, Padilla) – Southeast California Economic Region – SUPPORT

Dear Chair Villapudua and Committee Members:

The City of Brawley writes in support for Assembly Bill 2757 by Assemblymember Eduardo Garcia and Senator Steve Padilla which would designate the Southeast California Economic Region for the purpose of aligning state and federal programs to benefit communities impacted by lithium and other mineral extraction and clean energy development. This bill also allows for regional collaboration to create a strategic plan for economic development in the region as the Blue-Ribbon Commission on Lithium Extraction in California deemed in their report's recommendations.

The City of Brawley, nestled in the heart of Imperial County, stands as a testament to the resilience and potential of our region. As a community that prides itself on its well-planned neighborhoods, lush parks, and friendly atmosphere, we are also acutely aware of the challenges we face. Our proximity to the Salton Sea places us at the forefront of environmental and economic challenges that this bill seeks to address.

Economic regions in the United States promote economic development in distressed areas in the country. Currently, the Imperial Valley is grouped with San Diego as the Southern Border Region while the Eastern Coachella and Palo Verde Valleys are grouped together with the Inland Empire as part of the greater Southern California Region. Such division dilutes the interests and opportunities for constituents and developers in the Imperial, the Eastern Coachella, and Palo Verde Valleys. These Salton Sea communities all share the following hardships with each other more than they do with their current economic regional designations:

- Environmental and economic implications due to Salton Sea degradation.
- Unemployment rates higher than the state average.
- Median income rates lower than the state average.
- Lack of infrastructure.
- Decreased local revenue.

6d.2

AB 2757 will create an economic region that prioritizes and encourages the economic development of the Salton Sea region for the benefit of the surrounding disadvantaged communities.

We urge your "YES" vote when the measure is heard in your Committee.

Sincerely,

Ramon Castro
Mayor
City of Brawley

ADMINISTRATIVE OFFICES
383 Main Street
Brawley, CA 92227
Phone: (760) 351-3048
FAX: (760) 351-3088

City of Brawley

City Council
March 19, 2024
Agenda Item No 6e



6e

STAFF REPORT

To: City Council
From: Tyler Salcido, City Manager
Prepared by: Eva Madueno, Community & Economic Development Admin. Assistant
Subject: **2022-2023 HOME Investment Partnership Program Grant Application**

RECOMMENDATION:

Adopt attached resolution approving the application for HOME Investment Partnership Program funds.

BACKGROUND INFORMATION:

The City would like to apply for \$500,000.00 in HOME grant funds for the Owner-Occupied Rehabilitation Program to assist any low-mod household income City wide.

The City last participated in the HOME grant program on 2015. The grant was used to construct 3 new homes: two 3-bedroom homes and one 2-bedroom home. The loans on these homes were deferred for 30 years. For the current program the loans will be deferred for 20 years @ 0.00%.

FISCAL IMPACT:

A potential receipt of \$500,000 in funds to be used for Owner-Occupied Rehabilitation as stipulated in the attached resolution.

ALTERNATIVES:

None at this time.

ATTACHMENTS:

- 2023-2024 HOME Investment Partnership Resolution

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

Staff, Title or Consultant, Agency

REPORT APPROVAL(S):

<u>Staff, Title or Consultant, Agency</u>	<u>Status – Date of Status</u>
Tyler Salcido, City Manager	Approved - 3/15/2024
Silvia Luna, Interim Finance Director	Approved - 3/15/2024

RESOLUTION 2024-

SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIPS PROGRAM:

WHEREAS:

- A. The California Department of Housing and Community Development (the "Department") is authorized to allocate HOME Investment Partnerships Program ("HOME") funds made available from the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200.
- B. On January 19, 2024, the Department issued a Notice of Funding Availability announcing the availability of funds under the HOME program (the "NOFA").
- C. In response to that HOME NOFA, City of Brawley a municipal corporation (the "Applicant"), wishes to apply to the Department for, and receive an allocation of, HOME funds.

NOW, THEREFORE, BE IT RESOLVED:

- 1. In response to the above-referenced HOME NOFA, the Applicant shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed Five Hundred Thousand Dollars (\$500,000.00) for the following activities and/or programs:

Owner-Occupied Rehabilitation Program	\$487,500.00
General Administration	\$ 12,500.00

- 2. If the application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant will also execute a Standard Agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).
- 3. The Applicant authorizes the City Manager and/or their designee(s) to execute, in the name of the Applicant, the HOME Standard Agreement.
- 4. The Applicant authorizes the City Manager and/or their designee(s) to execute, in the name of the Applicant, all other required documents.

PASSED AND ADOPTED this 19th day of March, 2024 by the following vote.

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

6e.1

Ramon Castro, Mayor

ATTEST:

Thomas Garcia, Deputy City Clerk

City of Brawley

City Council
March 19, 2024
Agenda Item No 6f



6f

STAFF REPORT

To: City Council
From: Cynthia Mancha, Consultant City Planner
Prepared by: Cynthia Mancha, Consultant City Planner
Subject: HOME Grant Application FY 2022/23 - Casa Colibri

RECOMMENDATION:

Approve the Resolution to Apply for HOME Grant Funds for Casa Colibri

BACKGROUND INFORMATION:

In January of 2024, the California Department of Housing and Community Development (HCD) released a Notice of Funding Availability for the HOME Investment Partnership Program. Chelsea Investment Corporation (CIC) is proposing to develop a 60-unit affordable housing apartment complex to be located at 1620 C Street. The 60-units are part of the phased development associated with the Brawley Adams Park Apartments. To help accelerate housing development, CIC is seeking to partner with the City of Brawley in applying for HOME funding in the amount not to exceed \$12,000,000. City of Brawley would serve as the lead agency, provide program oversight, and serve as the fiscal agent.

FISCAL IMPACT:

Administrative costs for grant oversight to be defrayed by grant funding. Any program revenue will be reinvested, and grant expenditures will be limited to the program funding. No fiscal impact to the general fund.

If awarded, a new fund will be created to track all the revenues and expenses related to this program for audit and tracking purposes.

ALTERNATIVES:

No alternative is recommended, at this time.

ATTACHMENTS:

1. Proposed Resolution

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

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager

REPORT APPROVAL(S):

<u>Staff, Title or Consultant, Agency</u>	<u>Status – Date of Status</u>
Tyler Salcido, City Manager	Approved - 3/15/2024

Silvia Luna, Interim Finance Director

Approved - 3/15/2024

6f

RESOLUTION 2024-

6f.1

RESOLUTION OF THE CITY OF BRAWLEY, CALIFORNIA AUTHORIZING THE SUBMISSION OF THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT 2022/2023 HOME INVESTMENT PARTNERSHIP APPLICATION

WHEREAS:

- A. The California Department of Housing and Community Development (the "Department") is authorized to allocate HOME Investment Partnerships Program ("HOME") funds made available from the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200.
- B. On January 19, 2024 the Department issued a Notice of Funding Availability announcing the availability of funds under the HOME program (the "NOFA").
- C. In response to the 2022/2023 HOME NOFA, City of Brawley, a municipal corporation, (the "Applicant"), wishes to apply to the Department for, and receive an allocation of, HOME funds in an amount not to exceed 12,000,000; and if awarded, the execution of a standard agreement, any amendments thereto, and other related documents necessary to participate and comply with the HOME Investment Partnership Program.

NOW, THEREFORE, BE IT RESOLVED:

- 1. In response to the 2022/2023 HOME NOFA, the Applicant shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed Twelve Million Dollars (\$12,000,000) for the following activities and/or programs:

Construction and development of sixty (60)-unit multifamily affordable housing project to be located at 370 Palomino Court, Brawley, CA 92227.
- 2. If the application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant may also execute a standard agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).
- 3. The City Manager is authorized to execute the HOME Investment Partnership Application, in the name of the City of Brawley, the program Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the program funds awarded to the applicant, as the Department may deem appropriate.

PASSED AND ADOPTED this 19th day of March, 2024 by the following vote.

6f.1

AYES:
NOES:
ABSTAIN:
ABSENT:

Ramon Castro, Mayor

ATTEST:

Thomas Garcia, Deputy City Clerk

City of Brawley

City Council
March 19, 2024
Agenda Item No 6g



6g

STAFF REPORT

To: City Council
From: Romualdo Medina, Director Public Works Operations
Prepared by: Ana Gutierrez, Public Works Analyst
Subject: **Lee & Ro Inc., Professional Engineering and Construction Management Amendment No. 1 Approval.**

RECOMMENDATION:

Authorize Amendment No. 1 to the Agreement with Lee & Ro Inc., to provide additional Professional Engineering Services and Construction Management for the Water Treatment Plant (WTP) Raw Water Storage Pond Liner Replacement Project.

BACKGROUND INFORMATION:

On July 6, 2021, the Council authorized an Agreement with Lee & Ro Inc., for the Engineering Design and Construction Management of the WTP Raw Water Storage Ponds Liner Replacement for \$103,115.00.

Due to changes in the sludge removal, extra installation of geo fabric, and other unforeseen delays during the construction the project has been extended for an additional four weeks. Lee & Ro has exhausted the two months of construction management initially proposed in the contract due to the above-mentioned delays. City Staff is proposing Amendment No. 1 for \$37,587.00 to cover the continued construction management through the completion of the project.

FISCAL IMPACT:

A budget adjustment for \$37,578 is required on the Water Capacity, DIF Fund (456), General Ledger Account 456-321.400-800.300.

ALTERNATIVES:

No alternative is recommended, at this time.

ATTACHMENTS:

1. Amendment No. 1
2. Lee & Ro Proposal

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

Staff, Title or Consultant, Agency

REPORT APPROVAL(S):

<u>Staff, Title or Consultant, Agency</u>	<u>Status – Date of Approval</u>
Silvia Luna, Interim Finance Director	Approved - 3/15/2024
Tyler Salcido, City Manager	Approved - 3/15/2024

6g

6g.1

**AMENDMENT NO. 1
TO CONTRACT
Professional Engineering Services
For**

**Engineering Design & Construction Management Services for Water Treatment Plant Raw Water
Storage Ponds Liner Replacement Project
DATE: March 19, 2024**

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

RECITALS

As part of the original Scope of Work, the Consultant is to provide Engineering Design and Construction Management.

Amendment No. 1 consists of additional Professional Engineering Services and Construction Management, due to unforeseen changes in the project for the Water Treatment Plant (WTP) Raw Water Storage Ponds Liner Replacement Project.

THE PARTIES AGREE:

- 1.0 The Scope of Works is revised as follows: The Consultant will provide continued professional engineering services and Construction Management for the WTP Raw Water Storage Pond Liner Replacement Project.
- 2.0 Additional funds for the continued Professional Engineering Services, and Construction Management shall not exceed \$37,587.00.
- 3.0 The revised maximum amount of the Agreement, which includes the amount of this Amendment, shall not exceed One Hundred Forty Thousand Seven Hundred Two (\$140,702.00) Dollars.
- 4.0 All other terms, conditions, and stipulations contained in the original Contract shall remain in effect.

DATED: _____, 2024

CITY OF BRAWLEY

By: _____
Tyler Salcido, City Manager

CONSULTANT:
Lee & Ro, Inc.

ATTESTS:

By: _____
Dhiru Patel, P.E., President

By: _____
Thomas Garcia, Deputy City

March 7, 2024

Mr. Romualdo Medina, MPA
Director of Public Works and Operations
City of Brawley
180 S. Western Avenue
Brawley, CA 92227

**Subject: Proposal for Additional Field Inspection Services for
Brawley WTP Raw Water Pond Liner Replacement**

1183-07

Dear Mr. Medina:

LEE + RO is pleased to submit this fee letter proposal for additional engineering services to complete field inspection services for the Brawley WTP Raw Water Pond Liner Replacement Project. As you are aware, LEE + RO originally contracted two (2) months of field inspection services as requested by the City for both Ponds 5 and 6. However, due to the mud accumulation & removal, geo-fabric installation, and the liner replacement at Pond 5, the construction period was extended and LEE + RO used the two months of field inspection service for Pond 5. LEE + RO anticipates an additional four (4) weeks of inspection services and construction engineering support for Pond 6. LEE & RO will continue to provide comprehensive service for this Project, including 1) coordination between the Contractor and the City, 2) inspection of sludge, geo-fabric, and liner removals, 3) inspection of new geo-fabric and liner installation, and 4) inspection of liner testing.

The total not to exceed fee requested is **\$37,587** and our fee proposal spreadsheet (**Exhibit 1**) is attached.

We thank you for the opportunity to work on this project. Please call if you have any comments or questions.

Respectfully Submitted,



Jay Jung, PE
Vice President
LEE + RO, inc.
Jay.Jung@lee-ro.com
626-667-5342

Encl: Exhibit 1 – Fee Proposal

Exhibit 1 - Fee Proposal

Task No.	Labor Category Used for Fee Proposal: E7 Supervising Engr. E5 Senior Engr. E4 Engineer. E3 Associate Engineer. F4 Resident Engineer/Inspector T4 Designer A2 Senior Word Processor/Admin	HOURS PER LABOR CATEGORY AND BILLING RATE (\$/HR). SEE BILLING RATE SCHEDULE FOR LABOR CLASSIFICATION.						Total Labor Hours	Labor Cost (\$)	Other Direct Costs (ODCs)	TOTAL FEES (\$)	
		E7	E5	E4	E3	F4	T4					A2
		\$273	\$205	\$189	\$170	\$189	\$155					\$105
1	Project Management and Invoicing	8						3	11	\$2,499		\$2,499
2	Construction Engineering Supports	6			8				14	\$2,998		\$2,998
3	Field Inspection (4 weeks)					160		10	170	\$31,290	\$800	\$32,090
TOTAL - NOT TO EXCEED		14	0	0	8	160	0	13	195	\$36,787	\$800	\$37,587

City of Brawley

City Council
March 19, 2024
Agenda Item No 6h



6h

STAFF REPORT

To: City Council
From: Romualdo Medina, Director of Public Works Operations
Prepared by: Ana Gutierrez, Public Works Analyst
Subject: **Approval of Amendment No. 2 to the NV5 Professional Engineering Consultant Agreement.**

RECOMMENDATION:

Authorize Amendment No. 2 to the Agreement with NV5 to extend for another year with an increase to the contract of \$85,000 for continued Professional Engineering Services.

BACKGROUND INFORMATION:

The Council previously authorized Amendment No. 1 for the continued professional engineering services with NV5 to their contract ending March 21, 2024. City Staff is requesting the approval of Amendment No. 2 to extend the contract for another year with an increase of \$85,000 for Engineering Services to support the Engineering department while the City evaluates organization restructuring and implements improved efficiency measures.

FISCAL IMPACT:

Funding will come from Engineering Professional Services GL 101-311.000-730.100 for an amount of \$85,000.

ALTERNATIVES:

No alternative is recommended, at this time.

ATTACHMENTS:

1. Amendment No. 2
2. Proposal

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

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager

REPORT APPROVAL(S):

<u>Staff, Title or Consultant, Agency</u>	<u>Status – Date of Status</u>
Silvia Luna, Interim Finance Director	Approved - 3/15/2024
Tyler Salcido, City Manager	Approved - 3/15/2024

6h.1

**AMENDMENT NO. 2
CONSULTING SERVICES CONTRACT
PROFESSIONAL ENGINEERING SERVICES
DATE: March 19, 2024**

The Parties to this Amendment No. 2 to the Contract are the City of Brawley (City) and NV5, (Consultant).

RECITALS

As part of the original Scope of Work, the Consultant will continue to provide Professional Engineering Services.

Amendment No. 2 consists of continued Professional Engineering Services and assisting City Staff on an as-needed basis for another year ending March 21, 2025.

THE PARTIES AGREE:

- 1.0 The Scope of Works is revised as follows: The Consultant will continue to provide additional Professional Engineering Services on an as-needed basis for another year.
- 2.0 Additional funds for the Consultant to cover the revised Scope of Services shall not exceed \$85,000.
- 3.0 The revised maximum amount of the Agreement, which includes the previous Amendment and this Amendment, shall not exceed One Hundred Sixty-Six Thousand Six Hundred (\$166,600.00)Dollars
- 4.0 The original contract is extended until March 21, 2025.
- 5.0 All other terms, conditions, and stipulations in the original Contract shall remain in effect.

DATED: _____, 2024

CITY OF BRAWLEY

By: _____
Tyler Salcido, City Manager

NV5:

ATTESTS:

By: _____
Jeffrey M. Cooper, Senior Vice President

By: _____
Thomas Garcia, Deputy City Clerk

City of Brawley
Attn: Tyler Salcido, City Manager
383 Main Street
Brawley, CA 92227

Subject: Extension of Existing Agreement for Professional Engineering Services

Dear Mr. Salcido

As you are aware, the current term of the professional services agreement between the City of Brawley (City) and NV5, Inc. (NV5) is due to expire on March 21, 2024.

At the request of the City Public Works Director, Romualdo Medina, we are pleased to submit this proposal to extend the term of our current contract for an additional one-year period, preserving the 2023 charge rates. We propose to continue providing our contract engineering services to the City on an as-needed, time and materials basis, with an initial authorization not-to-exceed \$85,000, in accordance with our fee schedule.

This proposal will remain valid for a period of 30 days.

We appreciate the opportunity to continue to serve the City. If you have any questions, please feel free to contact me at 760.445.0350 or tamara.oneal@NV5.com.

Sincerely,
NV5



Tamara O'Neal, PE
Director of Municipal Services



Jeffrey M. Cooper, PE
Senior Vice President

City of Brawley

City Council
March 19, 2024
Agenda Item No 6i



6i

STAFF REPORT

To: City Council
From: Romualdo Medina, Public Works Operations Director
Prepared by: Ana Gutierrez, Public Works Analyst
Subject: Discussion and Potential Action to Authorize Contract Change Order No. 1

RECOMMENDATION:

Authorize Contract Change Order No. 1 to Contract 2023-05 WTP Raw Water Storage Ponds Liner Replacement for various items as shown in Change Order No. 1 documentation backup for \$252,166.85 to Layfield USA Corp, and authorize the City Manager to execute all documentation concerning this project.

BACKGROUND INFORMATION:

On June 20, 2023, the City of Brawley issued Contract No. 2023-05 WTP Raw Water Storage Ponds Liner Replacement to Layfield USA Corp, for \$1,298,721.11. During the sludge removal and the ponder liner replacement, it was determined that a few additions needed to be made.

- There was additional dewatering that needed to be done by the contractor.
- The process of sludge removal changed to heavy equipment extraction.
- Due to the method of extraction additional geotextile needed to be replaced.
- Additional desludging in Pond 6.
- Additional anchor bolts for ponds 5 and 6.
- Additional rental of 4 plugs for leaking pipes found when ponds are dewatered.

The Contractor will be paid the agreed price upon completion of the work. The price includes full compensation for all labor, materials, tools, and equipment required to complete the work in compliance with plans and original contract specifications and to the satisfaction of the Director of Public Works Operations. The revised contract amount is \$1,550,887.85.

FISCAL IMPACT:

An approved contingency of \$129,872.10 was previously approved and an increase of \$122,294.75 for a total of \$252,166.85. A budget adjustment for \$ 122,294.75 is required for the Water Capacity Fees fund GL Account 456-321.400-800.300.

ALTERNATIVES:

No alternative is recommended, at this time.

ATTACHMENTS:

1. Change Order No. 1
2. Backup COR #1
3. Backup COR #2
4. Backup COR #3
5. Backup COR #4
6. Backup COR #5

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

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager

REPORT APPROVAL(S):

<u>Staff, Title or Consultant, Agency</u>	<u>Status – Date of Status</u>
Silvia Luna, Interim Finance Director	Approved - 3/15/2024
Tyler Salcido, City Manager	Approved - 3/15/2024



CONTRACT CHANGE ORDER

Date: March 19, 2024	Project Name: WTP Raw Water Storage Ponds Liner Replacement
To: Layfield USA Corp. 10038 Marathon Parkway Lakeside, CA 92040	Contractor: Layfield USA Corp Contract No.: 2023-05 Change Order No.: 1
Attn.: Tom Bitner	Schedule: Subject: Various Items

Description and Justification of Change in Scope:

Itemized descriptions and details from the contractor are included as part of this change order.

Cost Estimate for the above:

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
CCO-1	Additional cost to dewater Pond 5 from a water level of 14' to 7' contractual water level and pipe plugs to plug leaking inlet pipes into Pond 5.	1	LS	\$ 39,194.55	\$ 39,194.55
CCO-2	Desludge w/heavy equipment by Subcontractor, manage Subcontractor activities by Layfield and additional cleanup. (No Cost CO)	1	LS	\$ 0.00	\$ 0.00
CCO-2	Additional installation of Geotextile in the entire pond 5	1	LS	\$ 69,645.10	\$ 69,645.10
CCO-3	Additional damaged anchor bolts in Pond 5.	63	EA	\$ 35.00	\$ 2,205.00
CCO-4	Additional cost for Pond 6 desludging activities.	1	LS	\$ 59,662.60	\$ 59,662.60
CCO-5	Additional installation of Geotextile in the entire pond 6.	1	LS	\$ 54,854.60	\$ 54,854.60
CCO-5	4 Plug rentals for 3 months at \$1,116, and a 15% markup from the General Contractor	1	LS	\$ 26,605.00	\$ 26,605.00
	Subtotal				\$ 252,166.85
	Less 5% retention				\$ 12,608.34
TOTAL AMOUNT OF THIS CHANGE ORDER:					\$239,558.51

The contractor will be paid the agreed upon price upon completion of the work.



CONTRACT CHANGE ORDER

The above list prices include full compensation for all labor, materials tools, and equipment required to complete the work in compliance with plans and original contract specifications and to the satisfaction of the Director of Public Works.

Specifications, where pertinent and not in conflict with the above shall apply to these changes.

The contract completion date is increased by ____ Calendar Day(s). The contract completion date is _____. This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.

TOTAL ADDITIVE CHANGE: _____ \$ 252,166.85 Dollars

Current Contract amount:	\$	1,298,721.00
Amount of Change:	\$	252,166.85
New Contract amount:	\$	1,550,887.85

CITY OF BRAWLEY:

City: _____
Construction Manager _____ Date

City: _____
Director of Public Works _____ Date

City: _____
City Manager _____ Date

City: _____
Director of Finance _____ Date

CONTRACTOR:

Accepted By: _____ Date: _____

Title: _____

CHANGE ORDER REQUEST



USA Corporation
10038 Marathon Parkway
Lakeside, CA 92040

COR NO: 1
Project No: 24-020P
Initiation Date: 11/20/2023
Contract Date: 10/24/2023

Job Name: City of Brawley Raw Water Storage Ponds Liner Replacement

Owner / Contractor

Company: City Of Brawley
Name:
Address: 180 South Western Ave
City, State & Zip: Brawley, CA 92227

Change Order Description:

CHO#1 covers additional cost to dewater Pond 5 from a water level of 14' at project start down to 7' (contractua water level) which occurred from 10/24 - 10/30 at noon. Also includes rental cost for pipe plugs to plug leaking inlet pipes into Pond 5. Pipe plug rental is pro-rated for estimated duration of 3 months. T&M breakdown of labor, equipment and rental charges attached

C.O. AMT. \$ 39,194.55

Total C.O.Amount: \$ 39,194.55

The original Contract Amount was:	\$ 1,298,721.00
Sum of changes by previously authorized Change Orders:	\$
The Contract Amount prior to this Change Order was:	\$ 1,298,721.00
The Contract Amount will be changed by this Change Order in the amount of:	\$ 39,194.55
The new Contract Amount including this Change Order will be:	\$ 1,337,915.55
The Contract duration will be changed by:	Days:
The revised Substantial Completion Date as of this Change Order is:	Date:

Signature of the General Contractor or Owner indicates this agreement herewith, including any adjustments in the Contract sum or Contract time.

Owner/Contractor
Company:
Name:
Address:
Signature:
Date:

Layfield USA Corp.
Name: Tom Bitner
Title: Project Engineer
Signature: [Signature]
Date: 11/21/2023



LAYFIELD USA CORPORATION

10038 Marathon Parkway, Lakeside, CA 92040
Toll Free: 1 800 377-8404

Phone: (619) 562-1200 Web: www.layfieldusa.com
Fax: (619) 562-1150 E-Mail: info@layfieldusa.com

PREVALING 2-18-20

6i.2

Prevailing Wage Cost Summary Sheet

Job No: 24-020P

Project Location: Brawley, CA 92227

Project Name: City of Brawley WTP Liner Replacement

LABOR:	Rate / Hr	Monday	Tuesday	Wednesday	Thursday	Friday	Monday	Sunday	Total Hrs	Labor Cost
			10/24/23	10/25/23	10/26/23	10/27/23	10/30/23			
1 Project Manager	\$ 165.00								0	\$ -
2 Superintendent	\$ 155.00		8	8	8	8	4		36	\$ 5,580.00
3 Superintendent OT	\$ 200.00		2	2	2	2	1		9	\$ 1,800.00
4 Superintendent Travel*	\$ 55.00								0	\$ -
5 Foreman/Technician (2)	\$ 145.00		16	16	16	16	8		72	\$ 10,440.00
6 Technician OT	\$ 180.00								0	\$ -
7 Technician Travel*	\$ 115.00								0	\$ -
8 Shop Labor	\$ 95.00								0	\$ -
TOTAL LABOR COST										\$ 17,820.00

EQUIPMENT:										
9 Pick-Up / Van	\$ 175.00		1	1	1	1			4	\$ 700.00
13 Extrusion Welder	\$ 150.00								0	\$ -
14 Wedge Welder	\$ 150.00								0	\$ -
15 Deployment Equipment	\$ 60.00								0	\$ -
16 QA/QC Equipment	\$ 120.00								0	\$ -
17 5 KW Generator	\$ 80.00								0	\$ -
18 15 KW Towable Generator	\$ 245.00								0	\$ -
19 Misc Tools & equipment	\$ 80.00		1	1	1	1			4	\$ 320.00
21 Hilti Drill	\$ 40.00								0	\$ -
22 Compressor	\$ 155.00								0	\$ -
TOTAL EQUIPMENT COST										\$ 1,020.00

MILEAGE:										
24 Vehicle mileage	\$ 0.72		5	5	5	5			20	\$ 14.40

MATERIALS/EXPENSES:										
	Unit	Qty	Cost	Sub-Total	15%	Total				
25 Lodging (2 rooms 4 nights)	Night	8	90.00	\$ 720.00	\$ 720.00	\$ 720.00				
26 Per Diem per Crew Member	Ea	12	50.00	\$ 600.00	\$ 90.00	\$ 690.00				
29 2 Pipe Plugs (monthly rental - est. 3 months needed)	Ea	3	2232.00	\$ 6,696.00	\$ 1,004.40	\$ 7,700.40				
30 6" Trash Pumps (daily rate rental for 2 @ 4.5 days)	Ea	4.5	2170.00	\$ 9,765.00	\$ 1,464.75	\$11,229.75				
31		0	0.00	\$ -	\$ -	\$ -				
32		0	0.00	\$ -	\$ -	\$ -				
33		0	0.00	\$ -	\$ -	\$ -				
34		0	0.00	\$ -	\$ -	\$ -				
35		0	0.00	\$ -	\$ -	\$ -				
TOTAL MATERIAL COST				\$17,781.00	\$ 3,279.15	\$20,340.15				

TOTALS	
LABOR	\$ 17,820.00
EQUIPMENT	\$ 1,020.00
MILEAGE	\$ 14.40
MATERIAL/EXPENSES	\$ 20,340.15
TOTAL CHARGES	\$ 39,194.55

Plus Tax Where Applicable

\$	17,820.00
\$	1,020.00
\$	14.40
\$	20,340.15
\$	39,194.55

*Non-work days, standby charges, and/or travel

Owner/GC Responsible Person _____

Date _____

Layfield Onsite Rep. _____

Prevailing Wages T&M Schedule (2023)

<u>PERSONNEL</u>	<u>Travel⁽¹⁾</u>	<u>Hourly⁽²⁾</u>	<u>Premium⁽³⁾</u>	<u>Double⁽⁴⁾</u>
Project Manager	\$55.00	\$175.00	\$250.00	\$335.00
Superintendent/Foreman	\$55.00	\$155.00	\$200.00	\$225.00
Technician	\$55.00	\$145.00	\$190.00	\$215.00
Shop Labor	-----	\$115.00		

Notes:

- 1) No premium or double charged on travel time
- 2) Minimum daily charge is four-hours. All standby and other delays will be charged at the hourly rate
- 3) Premium will be charged for hours greater than 8 hrs per day and Saturday work
- 4) Double will be charged after 12 hours per day, after 8 hours per day on Saturdays and all Sunday work

EQUIPMENT

	<u>DAILY</u>
Crew Truck (mileage extra, see below)	\$175.00
6x6 ATV	\$160.00
Deck/Cargo Trailer	\$75.00
Spark Test Hand Tool	\$75.00
Extrusion Welder	\$150.00
Wedge Welder	\$150.00
Deployment Equipment	\$60.00
QA/QC Equipment	\$120.00
5KW Generator	\$80.00
15KW Towable Generator	\$245.00
Misc. Tools, Equipment & Supplies	\$80.00
Leister	\$25.00
Hilti Drill	\$40.00
Compressor	\$165.00
Electronic Leak Detection	\$1,150.00

(Jobs requiring special tools will be quoted on a job-by-job basis)

MATERIALS

Cost plus 15%

CONSUMABLES and RENTALS

Cost plus 15%

EXPENSES

Lodging	Cost plus 15%
Per Diem	\$57.00 per day/person
Travel Expenses (i.e., airfare)	Cost plus 15%
Freight	Cost plus 15%
Mileage	\$0.75 per mile

Notes:

- 1) Taxes, if applicable, are not included.
- 2) Standby for Equipment will be charged at 50% of the daily rate, with the exception of crew truck(s) (charged at daily rate)
- 3) All charges are portal to portal, closest location of available personnel and equipment.
- 4) Receipts will be provided upon request for expenses charged to the job.
- 5) On projects lasting 3 calendar weeks or more, expenses for a trip home will be included.

Signature of acceptance: _____

Company Name: _____

Please print: _____

Date: _____

Appendix A

6i.2

Standard Terms and Conditions

- 1) **Layfield USA Corporation is a non-union contractor. We have based our labor rates on a union rate or Davis Bacon Prevailing Wage legislation.**
- 2) Others shall ensure that release(s) of the work site to Layfield, complete with subgrade and contiguous works by Others prepared in accordance with the Specifications & liner manufacturer's recommendations, are conducted in a timely manner such that the Work may proceed continuously without interruption or delay, fully utilizing Layfield's designated crew. Costs of interruptions or delays, including but not limited to additional mobilization and demobilization cycles, standby, dewatering assistance, and diminished productivity resulting from actions or inactions of others that are beyond the control of Layfield, shall be extra to the Contract.
- 3) Quality of the Work shall conform to Layfield's Quality Assurance / Quality Control (QA/QC) program and to the standards in the Contract Documents subject to any exceptions or clarifications in Layfield's Proposal.
- 4) Terms:
 - Prices do not include Sales Tax, unless otherwise noted
 - Prices are F.O.B. Jobsite, unless otherwise noted
 - Prices presented are based on the scope of work stated herein, in its entirety
 - Payment net 30 days O.A.C.
 - Interest charged on overdue accounts at 1.5% per month (18% per annum)
- 5) The prices quoted are based on plastic resin prices on the date of the Proposal and are subject to adjustment at Layfield's discretion to account for resin price increases after the date of the Proposal. All prices are F.O.B. the Seller's plant and unless otherwise specified, exclude all local, state, or federal sales taxes. Proposal prices apply only in the quantity and on the shipping schedule, named in the proposal and unless the Seller expressly agrees to the contrary in writing, such proposals are subject to change without notice. Prices are subject to change in the event of increases in customs duty, sales, excise, or other similar taxes, or increases in freight, insurance, of variation in foreign currency exchange rates, or in the costs of manufacture.
- 6) Layfield's senior on-site representative has sole discretion to temporarily to stop work if, in the representative's opinion, weather conditions inhibit the safe and proper prosecution of the Work. Layfield will not be responsible for any costs, claims or damages, including but not limited to crew downtime, standby, subsistence, mobilization, consultant fees and liquidated damages incurred by Others as a result of weather delays in Layfield's Work.
- 7) Layfield has not included in its price the costs of any Bonds. We will, upon reasonable notice, supply the same as an extra to the Contract, at Layfield's cost plus ten percent (10%). The bond is an AIA standard document if a bond is required.
- 8) Layfield's warranty obligations shall apply only to the installation of the geosynthetic components. The manufacturer of materials shall provide any warranty of the geosynthetic materials to be installed or supplied hereunder, and Layfield shall have no obligations with respect to the same.
- 9) Layfield's installation warranty shall commence upon acceptance of the geosynthetic components by the Owner or its representative as such components are completed. The installation warranty period shall be one (1) year and shall only cover geosynthetics installation workmanship. The installation warranty shall cover only the cost of replacement or repair, at Layfield's discretion, of the defective workmanship and only to the standards specified in the Contract Documents. Layfield shall not be liable for any damages, including without limitation, any special, direct, indirect or consequential damages arising from the loss of integrity of a part or all of the geosynthetics installation, howsoever caused.
- 10) Layfield shall not be responsible or held liable for defects, damage and/or deficient materials and installations, either in whole or in part, should these arise or result from the use of poor quality, inappropriate or unsuitable earthworks material, including the use of inappropriate methods employed to construct the earthworks in contact with the completed geosynthetic installation, or from misuse, vandalism or force majeure.
- 11) Layfield's installation warranty is limited to repair or, at Layfield's discretion, replacement of defects that are demonstrated to Layfield's satisfaction to be the result of substandard workmanship by Layfield. Such warranty work shall be performed only to the same standards and Scope of Work as set out in the Contract Documents. Layfield shall not be liable for any damages, including without limitation, any special, direct, indirect, consequential or incidental damages arising from the use of the geosynthetics installation, howsoever caused.
- 12) All additional costs incurred by Layfield to accommodate "Winter Conditions" installation, shall be added to the Contract Price. Further information can be provided upon request.
- 13) Layfield agrees that the Owner or Contractor may maintain a holdback pursuant to Builder's or Mechanic's Lien legislation applicable to the place of the Work until forty-five (45) days following Total Performance of the Work hereunder. Release of any holdback shall be made at that time, notwithstanding that the Contractor may not have received or be entitled to receive holdback release from the Owner.
- 14) Layfield's Proposal is based on using the *Associated General Contractors Subcontract Form 650* as the Form of Agreement between Layfield and the Contractor. Layfield reserves the right to modify its proposal, to negotiate acceptable terms and conditions with the Contractor, or to refuse to execute the subcontract in its entirety if the Contractor imposes any other form of agreement.

CHANGE ORDER REQUEST



USA Corporation
10038 Marathon Parkway
Lakeside, CA 92040

COR NO: 2
Project No: 24-020P
Initiation Date: 11/22/2023
Contract Date: 10/24/2023

Job Name: City of Brawley Raw Water Storage Ponds Liner Replacement

Owner / Contractor

Company: City Of Brawley
Name:
Address: 180 South Western Ave
City, State & Zip: Brawley, CA 92227

Change Order Description:

CHO#2 covers additional cost to remove sludge found in Pond 5, and installation of Geotextile in entire pond
Initial bid amount to dewatering and remove sludge = \$307,563.60
Desludge w/ heavy equipment by Subcontractor = \$164,705
Management of Subcontractor activities by GC (Layfield) = \$25,000
Cleanup (additional dirt cleanup required by Layfield due to change in method) = \$ 65,000
Total for Pond 5 Desludging activities = \$305,000.
Layfield is proposing no cost Change Order for Pond 5 Desludge activities from original bid amount

Geotextile - supply and install Geotextile in entire area of Pond 5
56 rolls at \$495 ea + 15% margin = \$32,661.78 + labor (\$76,382.22) = \$109,044
Deduction: Portion of Bid Item #5: Repair Geotextile = - \$39,398.90 = \$69,645.10 addition to contract

C.O. AMT.	\$	69,645.10
Total C.O.Amount:	\$	69,645.10

The original Contract Amount was:	\$	1,298,721.00
Sum of changes by previously authorized Change Orders:	\$	39,194.55
The Contract Amount prior to this Change Order was:	\$	1,337,915.55
The Contract Amount will be changed by this Change Order in the amount of:	\$	69,645.10
The new Contract Amount including this Change Order will be:	\$	1,407,560.65
The Contract duration will be changed by:	Days:	
The revised Substantial Completion Date as of this Change Order is:	Date:	

Signature of the General Contractor or Owner indicates this agreement herewith, including any adjustments in the Contract sum or Contract time.

6i.3

Owner/Contractor

Company: _____

Name: _____

Address: _____

Signature: _____

Date: _____

Layfield USA Corp.

Name: Tom Bitner _____

Title: Project Engineer _____

Signature:  _____

Date: 3/7/2024 _____

6i.3

Primo Construction & Services, Inc

Contractors License #899648

665 Marilyn Ave. Brawley, CA 92227 (760)-344-8500 Phone (760)344-8555 Fax (760)482-8538 Cell
primoconstruction@sbcglobal.net

Date: 11/21/2023	Plans Drawn By: N/A
Submitted To: Tom Bitner	Quote Number: 23182
Project: Pond de-sludging	Job Location: City of Brawley Water Plant

PROPOSAL

We propose to furnish and install all labor, material and equipment to perform the following items of work, subject to the terms and conditions stated hereon.

Item	Description	Amount
	Primo Construction proposes to remove approx. 2 to 2 1/2 feet of sludge from pond # 5 @ City of Brawley Water Plant.	COST: \$ 140,000.00
This Price is quoted @ Prevailing Rate		

Terms and Conditions

1. This proposal shall be considered withdrawn if not accepted within (30) thirty days.
2. Unless expressly provided above, this quotation does not include: (a) permits, including any required fees or bonds; (b) engineering, testing or staking; (c) bond premiums.
3. Unless expressly included in above listing of work to be done, unusual site conditions shall be deemed cause for additional compensation, and cessation of work until agreement for same has been reached.
4. If the work provided herein is not commenced within two months of acceptance, Primo Construction & Services Inc. may elect not to be bound to perform.
5. If suit is commenced to enforce any provision hereof or for damages for breach hereof, the accepting party will pay, in addition, reasonable attorneys' fees and costs, expenses of preparing and prosecuting such suit.
6. One week written notice to commence this work provided herein will be given.
7. In the event of rescission of this agreement by the accepting party prior to the commencement of work, Primo Construction & Services Inc. will be paid as liquidated damages. On the account of extreme difficulty of ascertainment of actual damages, the sum will be equal to 20% of the total contract price. In the event of rescission following commencement of work, Primo Construction & Services, Inc. will be paid for work done and materials supplied, a percentage of the total contract price in proportion as the amount of such work and materials relates to the total job and also will be paid 20% of a sum computed by subtracting from the total contract price the sum owing for completed work and materials.
8. Owner assumes all responsibility and shall notify Primo Construction & Services, Inc. in writing of the location and depth of all underground utilities.
9. This agreement expresses the entire agreement between the parties. Changes shall be in writing signed by both parties.
10. Proposal is based on plans identified above.

NOTE: Projects in the amount of \$ 30,000.00 & above will be asked to provide 33% of total upon commencing.

Acceptance of Proposal

Name and Title

Company Name

Date

Signature

6i.4

CHANGE ORDER REQUEST



USA Corporation
10038 Marathon Parkway
Lakeside, CA 92040

COR NO: 3
Project No: 24-020P
Initiation Date: 1/22/2024
Contract Date: 10/24/2023

Job Name: City of Brawley Raw Water Storage Ponds Liner Replacement

Owner / Contractor

Company: City Of Brawley
Name:
Address: 180 South Western Ave
City, State & Zip: Brawley, CA 92227

Change Order Description:

CHO#3 covers material and labor cost to replace additional damaged anchor bolts in Pond 5. During demolition a total of 363 anchor bolts spun loose and could not be reused. Contract allows for allowance of 300 bolts to be replaced, CHO#3 covers cost for additional 63 bolts replaced. All bolts needing replacement in Pond 6 will be done at same rate and additional change order will be issued when QTY is determined. Proposed rate for new bolts is \$35 per bolt. \$35 x 63 studs replaced = \$2,205

C.O. AMT. \$ 2,205.00

Total C.O.Amount: \$ 2,205.00

The original Contract Amount was:	\$ 1,298,721.00
Sum of changes by previously authorized Change Orders:	\$ 108,839.65
The Contract Amount prior to this Change Order was:	\$ 1,407,560.65
The Contract Amount will be changed by this Change Order in the amount of:	\$ 2,205.00
The new Contract Amount including this Change Order will be:	\$ 1,409,765.65
The Contract duration will be changed by:	Days:
The revised Substantial Completion Date as of this Change Order is:	Date:

Signature of the General Contractor or Owner indicates this agreement herewith, including any adjustments in the Contract sum or Contract time.

Owner/Contractor
Company:
Name:
Address:
Signature:
Date:

Layfield USA Corp.
Name: Tom Bitner
Title: Project Engineer
Signature: [Handwritten Signature]
Date: 1/26/2024 3/7/24

Request for Information

Project: City of Brawley WTP Liner Replacement
Location: 760 Cotton Roser Dr, Brawley, CA 92227

No: 4A Date: 1/12/2024

From: Layfield USA
10038 Marathon Parkway
Lakeside, CA 92040

PM: Tom Bitner
Phone No: (619)971-1623
Fax No: _____

To: Lee & Ro
1199 South Fullerton Road
City of Industry, CA 91748

Action Requested: _____ Clarification
 _____ Direction
 _____ Approval
_____ Alternet Proposal
_____ Other: _____

Attn: Jay Jung

Response Desired ##

Possible Effect: _____ Increase Cost
 _____ Increase Time
_____ No Change

Reference: Drawing No: _____ Detail No: _____ Spec Section: _____ Article: _____
RFI _____

Information Needed: RFI#4A is to address bridging bar and additional damaged anchor bolts found during demolition. Along the access ramp there is ~ 250 LF of existing flatbar (bridging bar) not shown on contract project drawings. Layfield recommends re-installing this bar over new liner, in lieu of extrusion welding liner layers together. We will still extrusion weld the other side of the ramp as shown on drawings. The contract has allowance for replacement of 300 anchor studs and 100 LF of anchor bar. All of the existing anchor bar appears to be in re-usable condition. Layfield would like to propose swapping additional labor cost required to re-install bridging bar with allowance for providing new anchor bar. Resulting change order work would solely be for installing excess damaged anchor studs at pond perimeter and underwater structures. Proposed replacement rate for damaged studs is \$35 per stud, which includes grinding old stud, installing new anchors, and re-punching stainless bar. Proposed change order value for this work will be \$2,205. (63 studs x \$35 ea.)

Submitted By: Tom Bitner

Proceed with Recommended Solution Additional Instructions to Follow

Response: Proceed with recommended solution and submit change order request for additional stud installation.

Jay Jung 1/17/2024

Tom Bitner
By _____
1/8/2024
Date _____

CHANGE ORDER REQUEST



USA Corporation
10038 Marathon Parkway
Lakeside, CA 92040

COR NO: 4
Project No: 24-020P
Initiation Date: 1/26/2024
Contract Date: 10/24/2023

Job Name: City of Brawley Raw Water Storage Ponds Liner Replacement

Owner / Contractor

Company: City Of Brawley
Name:
Address: 180 South Western Ave
City, State & Zip: Brawley, CA 92227

Change Order Description:

CHO#2 covers additional cost to remove sludge found in Pond 6, and installation of Geotextile in entire pond
Initial bid amount to dewatering and remove sludge = **\$205,042.40**
Dewater Pond 6 from 7' Water Level - 0' = **\$30,000**
Desludge w/ heavy equipment by Subcontractor = **\$164,705**
Management of Subcontractor activities by GC (Layfield) = **\$25,000**
Cleanup (additional dirt cleanup required by Layfield due to change in method) = **\$ 45,000**
Total for Pond 5 Desludging activities = **\$264,705**
Additional costs for Pond 6 desludge activities (\$264,705 - 205,042.40) = **\$59,662.60**

Geotextile - supply and install Geotextile in entire area of Pond 6
35 rolls at \$495 ea + 15% margin = \$20,382 + labor (\$54,769) = \$75,151
Deduction: Portion of Bid Item #5: Repair Geotextile = - (\$20,296.40) = **\$54,854.60** addition to contract

Total amount for CO#4 = \$59,662.60 + \$54,854.60 = **\$114,517.20**

Total C.O.Amount: \$ 114,517.20

The original Contract Amount was:	\$	1,298,721.00
Sum of changes by previously authorized Change Orders:	\$	111,044.65
The Contract Amount prior to this Change Order was:	\$	1,409,765.65
The Contract Amount will be changed by this Change Order in the amount of:	\$	114,517.20
The new Contract Amount including this Change Order will be:	\$	1,524,282.85
The Contract duration will be changed by:	Days:	
The revised Substantial Completion Date as of this Change Order is:	Date:	

Signature of the General Contractor or Owner indicates this agreement herewith, including any adjustments in the Contract sum or Contract time.

6i.5

Owner/Contractor

Company: _____

Name: _____

Address: _____

Signature: _____

Date: _____

Layfield USA Corp.

Name: Tom Bitner

Title: Project Engineer

Signature: 

Date: ~~1/26/2024~~ 3/7/24

6i.5

Primo Construction & Services, Inc

Contractors License #899648

665 Marilyn Ave. Brawley, CA 92227 (760)-344-8500 Phone (760)344-8555 Fax (760)482-8538 Cell
primoconstruction@sbcglobal.net

Date: 01/26/2024	Plans Drawn By: N/A
Submitted To: Tom Bitner	Quote Number: 24016
Project: Pond De-Sludging	Job Location: City of Brawley Water Plant

PROPOSAL

We propose to furnish and install all labor, material and equipment to perform the following items of work, subject to the terms and conditions stated hereon.

<u>Item</u>	<u>Description</u>	<u>Amount</u>
	Primo Construction proposes to remove approx. 2.5' to 3 feet of sludge from pond # 6 @ City of Brawley Water Plant.	
		COST: \$ 140,000.00
This Price is quoted @ Prevailing Rate		

Terms and Conditions

1. This proposal shall be considered withdrawn if not accepted within (30) thirty days.
2. Unless expressly provided above, this quotation does not include: (a) permits, including any required fees or bonds; (b) engineering, testing or staking; (c) bond premiums.
3. Unless expressly included in above listing of work to be done, unusual site conditions shall be deemed cause for additional compensation, and cessation of work until agreement for same has been reached.
4. If the work provided herein is not commenced within two months of acceptance, Primo Construction & Services Inc. may elect not to be bound to perform.
5. If suit is commenced to enforce any provision hereof or for damages for breach hereof, the accepting party will pay, in addition, reasonable attorneys' fees and costs, expenses of preparing and prosecuting such suit.
6. One week written notice to commence this work provided herein will be given.
7. In the event of rescission of this agreement by the accepting party prior to the commencement of work, Primo Construction & Services Inc. will be paid as liquidated damages. On the account of extreme difficulty of ascertainment of actual damages, the sum will be equal to 20% of the total contract price. In the event of rescission following commencement of work, Primo Construction & Services, Inc. will be paid for work done and materials supplied, a percentage of the total contract price in proportion as the amount of such work and materials relates to the total job and also will be paid 20% of a sum computed by subtracting from the total contract price the sum owing for completed work and materials.
8. Owner assumes all responsibility and shall notify Primo Construction & Services, Inc. in writing of the location and depth of all underground utilities.
9. This agreement expresses the entire agreement between the parties. Changes shall be in writing signed by both parties.
10. Proposal is based on plans identified above.

NOTE: Projects in the amount of \$ 30,000.00 & above will be asked to provide 33% of total upon commencing.

Acceptance of Proposal

_____ Name and Title	_____ Company Name
_____ Date	_____ Signature

CHANGE ORDER REQUEST



USA Corporation
10038 Marathon Parkway
Lakeside, CA 92040

COR NO: 5 Pond 6 additional Bolts and plug rental
Project No: 24-020P
Initiation Date: 11/16/2023

Job Name: City of Brawley Raw Water Storage Ponds Liner Replacement

Owner / Contractor

Company: City Of Brawley
Name:
Address: 180 South Western Ave
City, State & Zip: Brawley, CA 92227

Change Order Description:

COR#5 covers estimated number of anchor bolts to be replaced in Pond 6 and rental costs for 30" pipe plugs on rent due to leaky pipes found when ponds are dewatered.

Additional Bolts (est. at QTY: 310 to be replaced at \$35 ea.) = **\$10,850**
Calculation: Pond 5 replaced bolts = 293 at Perimeter of ~1,885 linear feet, 70 on pond structures = 363
Note: CO#3 - covers additional 63 bolts outside contract allowance of 300
Pond 6 esimated = 240 at Perimeter of ~ 1,550' linear feet, 70 on pond structures = **310**


Plug Rental = 4 plugs @ \$1,116 per month each x 3 months + 15% (G.C markup) = **\$15,755**
See attached rental quote
COR#5 = \$10.850 + \$15.755 = **\$26.605**

C.O. AMT.	\$	26,605.00
Total C.O.Amount:	\$	26,605.00

The original Contract Amount was:	\$	1,298,721.00
Sum of changes by previously authorized Change Orders:	\$	225,561.85
The Contract Amount prior to this Change Order was:	\$	1,524,282.85
The Contract Amount will be changed by this Change Order in the amount of:	\$	26,605.00
The new Contract Amount including this Change Order will be:	\$	1,550,887.85
The Contract duration will be changed by:	Days:	103 days
The revised Substantial Completion Date as of this Change Order is:	Date:	June 1, 2024

Signature of the General Contractor or Owner indicates this agreement herewith, including any adjustments in the Contract sum or Contract time.

Owner/Contractor
Company: _____
Name: _____
Address: _____
Signature: _____
Date: _____

Layfield USA Corp.
Name: Tom Bitner
Title: Project Engineer
Signature: 
Date: 3/7/2024

City of Brawley

City Council
March 19, 2024
Agenda Item No 6j



6j

STAFF REPORT

To: City Council
From: Rom Medina, Director of Public Works Operations
Prepared by: Rom Medina, Director of Public Works and Operations
Subject: **Resolution to enter in agreement with State of California Department of Water Resources.**

RECOMMENDATION:

Approve Resolution 2024-___re: To Enter Into An Agreement With The STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES To Receive Funds For The Brawley Tower Removal project and authorizing the City Manager to execute the agreement on behalf of the City of Brawley, AGREEMENT NUMBER 4600015612

BACKGROUND INFORMATION:

The project consists of the removal of the Brawley Tower Tank and Foundation located at 964 H Street (Hinojosa Park) in the City of Brawley, California. Portions of the work are to include an assessment and evaluation including preparation of a historical Resources Evaluation and Technical Report. Evaluate tank removal specifications and prepare a dismantle design. Contract Bidding and Administration will include activities necessary (as applicable) to secure a contractor and award the contract, including developing bid documents, preparing advertisement and contract documents for bidding, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed, and final close out requirements.

The City of Brawley will respond to DWR's reporting and compliance requirements associated with the agreement administration and will coordinate with the Project managers responsible for implementing the Project. The City of Brawley will be responsible for compiling progress reports for submittal to DWR.

FISCAL IMPACT:

City of Brawley to receive \$200,000.00 Sept. 2022 Assembly Bill 179 funds for the purpose of project completion within a 3-year period. A budget adjustment is required to incorporate revenues and expenses to the Water Fund budget and add this project to the current Capital Improvement Plan Schedule.

Revenue - 501-321.000-430.707.....	State Grant - Dept. Water Resources	\$ 200,000
Expense - 501-321.000-800.300.....	Improvements other than Buildings	\$ 200,000

ALTERNATIVES:

No alternatives are recommended at this time.

ATTACHMENTS:

- 1. Proposed Agreement
- 2. Proposed Resolution

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

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager

William Smerdon, City Attorney

REPORT APPROVAL(S):

<u>Staff, Title or Consultant, Agency</u>	<u>Status – Date of Status</u>
Tyler Salcido, City Manager	Approved - 3/15/2024
Silvia Luna, Interim Finance Director	Approved - 3/15/2024

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
CITY OF BRAWLEY
AGREEMENT NUMBER 4600015612**

6j.1

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the City of Brawley, a local government agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

1. **PURPOSE.** State shall provide funding from the Budget Act of 2022 (Stats. 2022, ch. 249, § 207) to Funding Recipient to assist in financing the Brawley Tower Removal (Project).
2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by the State, through Final Project Completion Report plus three (3) years unless otherwise terminated or amended as provided in this Agreement.
3. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$200,000.
4. **DISBURSEMENT OF FUNDS.** State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be used solely to pay Eligible Project Costs.
5. **ELIGIBLE PROJECT COST.** Funding Recipient shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs that are not eligible for reimbursement or payment include but are not limited to the following items:
 - A. Purchase of equipment not an integral part of the Project.
 - B. Purchase of water supply not an integral part of the Project.
 - C. Replacement of existing funding sources for ongoing programs.
 - D. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies.
 - E. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
6. **METHOD OF PAYMENT.** State will disburse the whole of State funding to Funding Recipient. The Funding Recipient shall submit one or more certified invoices, transmitted via electronic/digital signature system (e.g., DocuSign) or, via U.S. mail or Express mail delivery of a "wet signature." State will notify Funding Recipient, in a timely manner, whenever, upon review of the Invoice(s), State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Funding Recipient shall, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies).

Invoices submitted by Funding Recipient shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

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- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for implementation of the Project.
- C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice and the time period covered by the invoice.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs incurred during that time period.
 - v. Each invoice shall contain the signature and date via electronic/digital signature system (e.g., DocuSign) of Funding Recipient's Project Representative. The invoice shall be certified and transmitted via electronic/digital signature system (e.g., DocuSign) or, via U.S. mail or Express mail delivery to the State's Project Manager.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources. Any eligible costs for which the Funding Recipient is seeking State funding pursuant to this Agreement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

- 7. DEFAULT PROVISIONS. Funding Recipient will be in default under this Funding Agreement if any of the following occur:
 - A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations;
 - B. Making any false warranty, representation, or statement with respect to this Funding Agreement;
 - C. Failure to operate or maintain Project in accordance with this Funding Agreement.
 - D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
 - E. Failure to submit timely progress reports.
 - F. Failure to routinely invoice State.
 - G. Failure to meet any of the requirements set forth in Paragraph 8, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

- a. Declare the funding be immediately repaid at the time of the default.
- b. Terminate the Funding Agreement.

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c. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Funding Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

8. CONTINUING ELIGIBILITY. Funding Recipient shall meet the following ongoing requirements (as applicable) to remain eligible to receive State funds:
- A. An urban water supplier that receives state funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Water Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Water Code, § 10608 et seq.).
 - B. An agricultural water supplier receiving state funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code § 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR.
 - C. A surface water diverter receiving state funds shall maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
 - D. Funding Recipient shall maintain continuing eligibility with the current Sustainable Groundwater Management Act (SGMA, Water Code §10720 et seq.) requirements as they come into effect.
 - E. If Funding Recipient is designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, Funding Recipient shall maintain reporting compliance, as required by Water Code §10932 and the CASGEM Program.
 - F. Funding Recipient shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Water. Code, § 12405, et seq.) for data sharing, transparency, documentation, and quality control.
 - G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Funding Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Funding Recipient advance written notice of such termination, allowing the Funding Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
9. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted via DWR's "Grants Review and Tracking System" (GRanTS) or via e-mail. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds.
- A. Annual Progress Reports: Funding Recipient shall submit Annual Progress Reports to meet the State's requirement for disbursement of funds. Annual Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload, or via e-mail to the State's Project Manager. Annual Progress Reports shall, at a minimum, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Annual Progress Report should be submitted to the State no later than one year after the execution of the

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Agreement with future reports then due on successive year increments based on the first Annual Progress Report submittal date, with the exception of the final Annual Progress Report which may also serve as the Project Completion Report and can extend beyond a year-long increment to account for Project closeout information.

- B. Project Completion Report: Funding Recipient shall prepare and submit to State a Project Completion Report, either separately or as part of the final Annual Progress Report. Funding Recipient shall submit the Project Completion Report within ninety (90) calendar days of Project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during the Project.

10. NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:

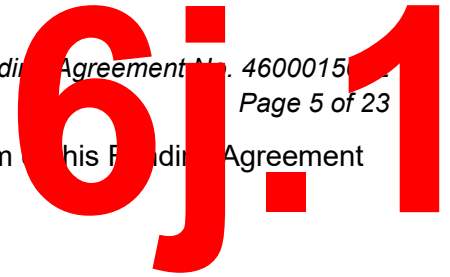
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.
- C. The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.

11. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing.

A. Notices may be transmitted by any of the following means:

- i. By delivery in person.
- ii. By certified U.S. mail, return receipt requested, postage prepaid.
- iii. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- iv. By electronic means.

- B. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.



12. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources
Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

City of Brawley
Tyler Salcido
City Manager
383 Main Street
Brawley, CA 92227
Phone: (760) 351-3048
Email: TSalcido@brawley-ca.gov

Direct all inquiries to the Project Manager:

Department of Water Resources
Jennifer Wong
Engineer, Water Resources
770 Fairmont Ave., Ste. 200
Glendale, CA 91203
Phone: (818) 439-3378
Email: Jennifer.Wong@water.ca.gov

City of Brawley
Tyler Salcido
City Manager
383 Main Street
Brawley, CA 92227
Phone: (760) 351-3048
Email: TSalcido@brawley-ca.gov

Either party may change its Project Representative or Project Manager upon written notice to the other party.

13. STANDARD PROVISIONS AND INTEGRATION. This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

- Exhibit A – Work Plan
- Exhibit B – Budget
- Exhibit C – Schedule
- Exhibit D – Standard Conditions
- Exhibit E – Authorizing Resolution
- Exhibit F – Report Formats and Requirements
- Exhibit G – State Audit Document Requirements for Funding Recipients

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IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

CITY OF BRAWLEY

Arthur Hinojosa
Manager, Division of Regional Assistance
Date _____

Tyler Salcido
City Manager
Date _____

Approved as to Legal Form and Sufficiency

Robin Brewer, Assistant General Counsel
Office of the General Counsel
Date _____

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EXHIBIT A WORK PLAN

PROJECT: Brawley Tower Removal

DESCRIPTION^[TD1]: The project consists of the removal of the Brawley Tower Tank and Foundation located at 964 H Street in the City of Brawley, California.

Budget Category (A): Agreement Administration

Task A.1: Agreement Administration

The Funding Recipient will respond to DWR's reporting and compliance requirements associated with the agreement administration and will coordinate with the Project managers responsible for implementing the Project. The Funding Recipient will be responsible for compiling progress reports for submittal to DWR.

Deliverables

- Annual Invoices and associated backup documentation

Task A2: Reporting

The Funding Recipient will be responsible for compiling and submitting Progress Reports and Projection Completion Report. Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables

- Annual Progress Reports
- Project Completion Report

Budget Category (B): Permitting and Environmental Documentation (as applicable)

Task B.1: CEQA Documentation

Prepare CEQA documentation as necessary.

Deliverables

- All CEQA documentation as applicable

Task B.2: Environmental and Permitting Compliance

Prepare and acquire all required federal, state, and local permits

Deliverables

- Copies of all required permits

Budget Category (C): Assessment, Evaluation, and Design

Task C.1: Assessment and Evaluation

Prepare a historical Resources Evaluation and Technical Report. Evaluate tank removal specifications and prepare a dismantle design.

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Deliverables

- Resources Evaluation and Technical report
- Removal specifications
- Dismantle Design

Budget Category (D): Implementation

Task D.1: Contract Bidding and Administration

This task includes activities necessary (as applicable) to secure a contractor and award the contract, including developing bid documents, preparing advertisement and contract documents for bidding, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Copy of Bid Documents
- Proof of advertisement
- Copy of awarded contract
- Copy of notice to proceed

Task D.2: Dismantle Tank and Foundation_[TD2]

- Mobilization and Demobilization <Add applicable detail>
- Site preparation will include <Add applicable detail>
- Dismantle tank <Add applicable detail>
- Post-dismantling activities <Add applicable detail>

Deliverables:

- Photographic Documentation of Progress

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EXHIBIT B
PROJECT BUDGET^[TD3]

PROJECT: Brawley Tower Removal

ADMINISTRATING AGENCY: City of Brawley

Budget Category	State Funds	Total Project Cost
A. Agreement Administration		
B: Permitting and Environmental Documentation		
C. Assessment, Evaluation, and Design		
D. Implementation		
Total	\$200,000	\$200,000

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EXHIBIT C

PROJECT SCHEDULE^[TD4]

PROJECT: Brawley Tower Removal

ADMINISTRATING AGENCY: City of Brawley

DESCRIPTION	START ^[TD5]	FINISH
A. Agreement Administration	2/1/2024	8/31/2025
B. Permitting and Environmental Documentation	2/1/2024	
C. Assessment, Evaluation, and Design	2/1/2024	11/30/2024
D. Implementation	2/1/2025	5/31/2025

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EXHIBIT D
STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. **Separate Accounting of Funding Disbursements:** Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts, disbursements, and any interest earned on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Funding Recipient shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the California State Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 7 or take any other action it deems necessary to protect its interests. The Funding Recipient agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be deemed void and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to provide any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to the State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount.
- D.7. **CEQA:** Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Funding Recipient is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 7.
- D.8. **CHILD SUPPORT COMPLIANCE ACT:** The Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. **CLAIMS DISPUTE:** Any claim that the Funding Recipient may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10. **COMPETITIVE BIDDING AND PROCUREMENTS:** Funding Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Funding Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.11. **COMPUTER SOFTWARE:** Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may

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also be taken. Applicable statutes include, but are not limited to, Government Code sections 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest purposes.

- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. Employees of the Funding Recipient: Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. Employees and Consultants to the Funding Recipient: Individuals working on behalf of a Funding Recipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. DISPOSITION OF EQUIPMENT: Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Funding Recipient's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and

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iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:

- i. Will receive a copy of Funding Recipient's drug-free policy statement, and
- ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.

D.16. EASEMENTS: Where the Funding Recipient acquires property in fee title or funds improvements to real property already owned in fee by the Funding Recipient or improved using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Funding Recipient acquires an easement under this Agreement, the Funding Recipient agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

D.17. FUNDING RECIPIENT'S RESPONSIBILITIES: Funding Recipient and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Funding Recipient shall ensure implementation of the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
- F. Funding Recipient shall ensure any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project are obtained. Funding Recipient shall provide copies of permits and approvals to State.
- G. Funding Recipient shall be responsible for ensuring the design, construction, and operation and maintenance of the Project within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.
- H. Funding Recipient shall be responsible for all disputes regarding work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.

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- D.18. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.19. INDEMNIFICATION: Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.20. INDEPENDENT CAPACITY: Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.21. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.
- D.22. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.23. LABOR CODE COMPLIANCE: The Funding Recipient shall agree to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to payment from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.24. MODIFICATION OF OVERALL WORK PLAN: At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.25. NONDISCRIMINATION: During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment

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of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

- D.26. OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.27. PERFORMANCE BOND: Where contractors are used, the Funding Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Funding Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.28. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.29. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.30. PROJECT ACCESS: The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.31. REMAINING BALANCE: In the event the Funding Recipient does not submit invoices requesting all of the funds encumbered under this Funding Agreement, any remaining funds revert to the State. The State will notify the Funding Recipient stating that the Project file is closed, and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.
- D.32. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.33. RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third

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party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

- D.34. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.35. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Funding Recipient, its contractors, or subcontractors have made a false certification, or
 - B. Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.36. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.37. TERMINATION BY FUNDING RECIPIENT: Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date and repay all funds disbursed pursuant to this Agreement.
- D.38. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 7, the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 7.
- D.39. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.40. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.41. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.42. UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
 - B. Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
 - C. Funding Recipient shall, where State funds are not designated as described in (B) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.
- D.43. VENUE: The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento,

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California, or in the United States District Court in and for the Eastern District of California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.44. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

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EXHIBIT E
Authorizing
Resolution

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EXHIBIT F REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. **PROGRESS REPORTS**

Progress reports shall generally use the following format. In general, wherever possible please use bulleted format. This format may be modified as necessary to effectively communicate information.

PROJECT STATUS

Briefly describe the work performed during the time period covered by the report including but not limited to:

PROJECT INFORMATION (as applicable)

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the reporting period (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Identify key issues that need to be resolved

COST INFORMATION (as applicable)

- Provide a list showing all project costs incurred during the time period covered by the report by the Funding Recipient and each contractor working on the Project and which of these costs are Eligible Project Costs
- A brief discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Work Plan

SCHEDULE INFORMATION (as applicable)

- A schedule showing actual progress verses planned progress
- A brief discussion on how the actual schedule is progressing in comparison to the original or last reported schedule
- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

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The Final Annual Report shall contain the following Project completion information and shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure
 - Include all internal and external costs not previously disclosed
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

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EXHIBIT G

STATE AUDIT DOCUMENT REQUIREMENTS FOR FUNDING RECIPIENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Funding Recipients. List of documents pertains to both State funding and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Funding Recipients should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State payment requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Funding Recipient internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Project.

State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of public funds received from the State.
3. A listing of all other funding sources for the Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Funding Recipient and other public agencies as related to the State funded Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State payment, requests and related Funding Agreement budget line items.
3. Payment requests submitted to the State for the Funding Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.

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2. Deposit slips (or bank statements) showing deposit of the payments received from the state.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement payment.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Funding Recipient's personnel who provided services charged to the Project

Project Files:

1. All supporting documentation maintained in the Project files.
2. All Funding Agreement related correspondence.

RESOLUTION 2024-

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RESOLUTION OF THE CITY OF BRAWLEY AUTHORIZING THE CITY OF BRAWLEY TO ENTER INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES TO RECEIVE FUNDS FOR THE BRAWLEY WATER TANK REMOVAL AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF BRAWLEY

WHEREAS, the September 2022 Assembly Bill 179 designated \$200,000.00 in funding to the City of Brawley, for its Brawley Water Tank Removal Project, to evaluate and assess historical and cultural significance, complete an environmental assessment under CEQA, and complete the demolition to native grade level; and

WHEREAS, the responsibility for the administration of the fund, including establishing the necessary procedures for disbursement of the fund, to the California Department of Water Resources (“CDWR”); and

WHEREAS, the Water Authority agrees that the funds should be allocated by CDWR to the City of Brawley; and

WHEREAS, CDWR requires a resolution from the City Council authorizing the City of Brawley to enter into an agreement with CDWR to receive funds and to authorize the City Manager to execute the agreement.

NOW THEREFORE, BE IT RESOLVED, as follows: the Brawley City Council authorizes the City of Brawley to enter into an agreement with the State of California Department of Water Resources to receive \$ 200,000.00 Thousand in funding for its Brawley Water Tank Removal Project and authorizes the City Manager, or designee to execute the agreement, any amendments thereto; and to submit any required documents, invoices, and reports required to obtain State funds.

PASSED AND ADOPTED this 19th day of March 2024 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

Ramon Castro, Mayor

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ATTEST:

Thomas Garcia, Deputy City Clerk