

BLYTHE CITY COUNCIL



AGENDA

SEPTEMBER 8, 2020

6:00 P.M.

Dale S. Reynolds, Mayor
Eric Egan, Vice Mayor
Joseph DeConinck, Council Member
Johnny Z. Rodriguez, Council Member
Joseph Halby, III, Council Member
Mallory Crecelius, Interim City Manager/City Clerk
Brittany Roberto, Deputy City Attorney

MEETINGS ARE HELD IN THE CITY COUNCIL CHAMBER, 235 NORTH BROADWAY, BLYTHE, CA

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20, suspending certain requirements of the Brown Act relating to the conduct of public meetings.

Due to the ongoing COVID-19 emergency, public health officials continue to encourage people living in California to remain in their residences wherever practicable. On June 18, 2020, the California Department of Public Health issued guidance mandating that people in California wear cloth face coverings in specified circumstances, including when they are inside of, or in line to enter, any indoor public space.

Pursuant to State health directives, all persons attending the City Council meeting are required to wear cloth face coverings and observe social distancing protocols.

In lieu of attending the meeting in person, members of the public can participate in the meeting in the following ways:

1. **E-MAILED PUBLIC COMMENT.** Members of the public that wish to address the Council during public comment may submit public comments via e-mail to the City Clerk at msutterfield@cityofblythe.ca.gov with the subject "Public Comment - 9/8/20". Please include your full name and address in your e-mail. The City Clerk will read e-mails received by 3:00 p.m. the day of the Council meeting out loud into the public record. All comments received will be made part of the official public record of the meeting.
2. **LIVE STREAM.** The Palo Verde Valley Times (PVVT) will live stream the Council meeting via Facebook Live on its Facebook page, www.facebook.com/blythenews/. Members of the public may watch the meeting live online by accessing PVVT's Facebook page.

If you are experiencing symptoms such as fever or chills, cough, shortness of breath or difficulty breathing, fatigue, or sore throat, the City requests that you participate in the meeting from home by watching the meeting via the [PVVT Facebook page](#) and/or providing public comments by e-mail or telephone. If you are in the group of individuals who are at high-risk for severe illness from COVID-19, including those over the age of 65 and those with underlying health conditions, please consider participating in the meeting from home.

The City of Blythe thanks you in advance for taking all precautions to prevent spreading the COVID-19 virus.



**CITY OF BLYTHE
CITY COUNCIL MEETING
September 8, 2020
5:20pm**

CALL TO ORDER

ROLL CALL

Mayor Reynolds	Interim City Manager/City Clerk Crecelius
Vice Mayor Egan	Assistant City Attorney Roberto
Councilman DeConinck	City Treasurer/Finance Director Elms
Councilman Rodriguez	Police Chief Coe
Councilman Halby	Interim Public Works Director Ojeda

PUBLIC COMMENT: Public comments will be allowed on matters not appearing on the agenda, but within Council/Successor Agency's jurisdiction. Speakers are asked to identify themselves by stating their name and address for the record. Comments shall be limited to 3 minutes in duration.

CLOSED SESSION:

- 1. Existing Litigation,** Pursuant to Government Code Section 54956.9, conference with legal counsel regarding existing litigation: Hossain L. Sahlolbei, M.D an individual v. City of Blythe, a municipal corporation, case No. BLC2000009.
- 2. Liability Claim,** Pursuant to Government Code Section 54956.95, Workers Compensation Claim, Agency Claim Against: City of Blythe, one claim.

NOTE TO THE PUBLIC:

In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact City Clerk Mallory Crecelius at (760)922-6161 EXT. 1237. Notification 24 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.104 ADA Title II).



Meeting of
The Blythe City Council
September 8, 2020
6:00pm

CALL TO ORDER

ROLL CALL

Mayor Reynolds
Vice Mayor Egan
Councilman DeConinck
Councilman Rodriguez
Councilman Halby

Interim City Manager/City Clerk Crecelius
City Treasurer/Finance Director Elms
Police Chief Coe
Chief Building Official Brown
Deputy City Attorney Roberto

PLEDGE OF ALLEGIANCE

INVOCATION

ADDED STARTER

The City Council may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the City Council and/or staff subsequent to the posting of the Agenda. An action adding an item to the Agenda requires a 2/3 vote of the City Council (4 of 5 Council Members). If less than 2/3 of the City Council is present, adding an item to the Agenda requires a unanimous vote.

REPORT FROM CLOSED SESSION:

CONSENT CALENDAR- (Items 1-13)

All matters listed under Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time of voting on the motion unless members of the Council or staff request specific items be discussed and/or removed from the Consent Calendar for separate action.

- Posting of the Agenda.**
The summary of agenda items were posted on the bulletin boards on the outside of the public entrance to the Council Chamber and near the inside entrance of the Council Chamber on Friday, September 4, 2020.
- Approval of the Warrant Register.**
Recommendation: Approve **09/25/2020**, warrants numbered 72241 through 72294 in the amount of \$238,530.66.
- Approval of the Payroll Register.**
Recommendation: Approve **09/8/2020**, warrants numbered 51847 through 51860 and Direct Deposits numbered 48320 through 48374 in the amount of \$212,532.75 and **09/25/2020**, warrants numbered 51861 through 51865 and Direct Deposits numbered 48376 through 48479 in the amount of \$65,306.56.
- Minutes of the August 25, 2020 City Council Meeting.**
Recommendation: Approve the Minutes of the August 25, 2020 meeting.
- City of Blythe Permits issued for the Month of August 2020.**
Recommendation: Receive and file this monthly report.
- City of Blythe Fire Department Monthly Activity Report for August 2020.**
Recommendation: Receive and file this monthly report.
- City of Blythe Police Department Monthly Activity Report for August 2020.**
Recommendation: Receive and file this monthly report.

Any writings or documents provided to a majority of the City Council regarding any item on this Agenda will be made available for Public inspection in the City Clerk's Office at City Hall, 235 N. Broadway, Blythe, California during normal business hours. In addition such writings and documents will be posted on the City's website: www.cityofblythe.ca.gov.

8. **Biennial Review of the Conflict of Interest Code.**

Recommendation: Receive and file this biennial report.

9. **FY 2020/21 SB 1 Road Maintenance and Rehabilitation Project List.**

Recommendation: Adopt Resolution No. 2020-039, Road Maintenance and Rehabilitation Account (SB 1) funded project list for FY 2020-2021.

RESOLUTION NO. 2020-039. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE CALIFORNIA ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2020-2021 FUNDED BY SB 1: ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

10. **Application for Prop 68 Per Capita Grand Funds.**

Recommendation: Adopt Resolution No. 2020-040 approving application for per capita grant funds allocated under Parks and Water Bond Act of 2018.

RESOLUTION NO. 2020-040. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE CALIFORNIA APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS.

11. **Continuation of Local Emergency Resolution Due to COVID-19.**

Recommendation: Adopt Resolution No. 2020-041 extending the local emergency.

RESOLUTION NO. 2020-041. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, DETERMINING THE NEED TO CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 20, 2020 AND PREVIOUSLY CONTINUED ON MAY 12, 2020 AND JULY 14, 2020.

12. **Annual CPI Increase- User Fees.**

Recommendation: Receive and file the annual report on the City's User Fees.

13. **Fire Chief Agreement- Ronnie Hasler.**

Recommendation: Authorize the City Manager to enter into an agreement with Ronnie Hasler for the position of Fire Chief with the Blythe Fire Department.

PUBLIC HEARING: (Items 14-17)

14. **West Valley Commercial Property General Plan Amendment and Zone Change.**

Recommendation: Subsequent to the Public Hearing, conduct the second reading by title only, waiving future reading of Ordinance No. 902-20 for Zone Change 2008-001.

ORDINANCE NO. 902-20. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLYTHE APPROVING ZONE CHANGE 2008-001 BEING A CHANGE OF ZONE FROM A (AGRICULTURE) TO C-G (GENERAL COMMERCIAL) FOR THE 182± ACRE WEST VALLEY COMMERCIAL PROPERTY.

15. **Realty Investment Team General Plan Amendment and Zone Change.**

Recommendation: Subsequent to the Public Hearing, conduct the second reading by title only, waiving future reading of Ordinance No. 903-20 for Zone Change 1910-001.

ORDINANCE NO. 903-20. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLYTHE APPROVING ZONE CHANGE 1910-001 BEING A CHANGE OF ZONE FROM P-D (PLANNED DEVELOPMENT) TO C-G (GENERAL COMMERCIAL) FOR THE 20± ACRE REALTY INVESTMENT TEAM PROPERTY.

16. **Notice of Exemption- Orfanos N. Hickory Road Project.**

Recommendation: Subsequent to the Public Hearing, adopt a Notice of Exemption for the Orfanos North Hickory Road indoor cultivation project located at 177 N. Hickory Rd. and direct staff to file the Notice of Exemption with the County Clerk.

17. Modification of Conditional Use Permit No. 1509-001- Blythe Mesa Solar.

Recommendation: Subsequent to the Public Hearing, adopt Resolution No. 2020-042 modifying a condition of approval of CUP 1509-001.

RESOLUTION NO. 2020-042. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, APPROVING A MODIFICATION TO A CONDITION OF APPROVAL OF CONDITIONAL USE PERMIT NO. 1509-001 RELATING TO THE BLYTHE MESA SOLAR PROJECT.

CONTINUED BUSINESS: (Item 18)

18. Cannabis Dispensary License Conditionally Issued to HAH 1, LLC.

Recommendation: Receive and file the monthly progress report.

NEW BUSINESS (Item 19):

19. Tractor/Loader and Roller Purchase- Public Works Street Department.

Recommendation: Authorize the purchase of one John Deere 210L Tractor/Loader from RDO Agricultural Equipment Co. and one Caterpillar CB1.7 Utility Compactor/Roller through U.S. Communities/National Purchasing Partners in an amount not to exceed \$125,935.15.

ORAL REPORTS (Council may ask a question for clarification, make a brief announcement, make a brief report on his/her own activities, request staff to report back at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.)

PUBLIC COMMENT Public comments will be allowed on matters not appearing on the agenda, but within Council/Blythe Successor Agency jurisdiction. Speakers are asked to identify themselves by stating their name and address for the record. Comments shall be limited to 3 minutes in duration.

ADJOURNMENT The next meeting will be held on October 13, 2020 at 6:00 p.m. in the Council Chamber, 235 N. Broadway, Blythe, California.

NOTE TO THE PUBLIC:

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**CONSENT
CALENDAR**

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : union						
72271	9/8/2020	000016 E S BABCOCK & SONS INC	CH01892-0040	012998	TESTING SERVICES	71.40
			CH01893-0040	012998	TESTING SERVICES	104.55
			CH01894-0040	012998	TESTING SERVICES	17.00
			CH01895-0040	012998	TESTING SERVICES	45.00
			CH02543-0040	012998	TESTING SERVICES	45.00
			CH02544-0040	012998	TESTING SERVICES	75.00
			CH02545-0040	012998	TESTING SERVICES	280.20
			CH02546-0040	012998	TESTING SERVICES	17.00
				Total :		655.15
72272	9/8/2020	003649 ELIMINATOR PEST CONTROL, INC	A12435	013173	TERMITE TREATMENT WARRANTY REI	165.00
				Total :		165.00
72273	9/8/2020	003378 EMPIRE SOUTHWEST	EMPS5031231	013087	REPAIR/MAINTENANCE SUPPLIES	44.19
				Total :		44.19
72274	9/8/2020	006178 FOLEY, STEVE	27048	013172	REIMBURSEMENT - GRADE 3 CERTIFIC	140.00
				Total :		140.00
72275	9/8/2020	000140 HINDERLITER DE LLAMAS & ASSOC	SIN002989	013188	CANNABIS MANAGEMENT PROGRAM ;	125.00
				Total :		125.00
72276	9/8/2020	004771 LANDMARK	LP0720-34	013182	DATE ST - HOBSONWAY TO BARNARD	7,142.40
				Total :		7,142.40
72277	9/8/2020	000697 MOJAVE DESERT AQMD	MD12576	013171	CO/FACILITY #0746/02829 PERMIT #E01	339.16
			MD12586	013171	CO/FACILITY #0746/01566 PERMIT #E01	339.16
			MD12588	013171	CO/FACILITY #0746/01569	2,225.54
			MD12590	013171	CO/FACILITY #0746/01542	2,014.86
			MD12606	013171	CO/FACILITY #0746/01567 PERMIT #E01	339.16
			MD12609	013171	CO/FACILITY #0746/02212 PERMIT #E01	339.16
				Total :		5,597.04
72278	9/8/2020	007421 MUNITEMPS STAFFING	129819	013196	INTERIM STAFFING/PW DIRECTOR - O.	8,000.00
				Total :		8,000.00
72279	9/8/2020	007584 NNNDG10 LLC	MERG2005-001		REFUND OF REMAINING FUNDS	200.00

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : union						
72279	9/8/2020	007584 007584 NNNDG10 LLC	(Continued)			Total : 200.00
72280	9/8/2020	003181 NORTHERN SAFETY CO INC	904110276	013170	SAFETY SUPPLIES	134.69
					Total :	134.69
72281	9/8/2020	000201 PALO VERDE VALLEY TIMES INC	2007-00019668	013190	PUBLICATIONS 7/1-7/31/2020	670.80
					Total :	670.80
72282	9/8/2020	005009 PARKER OIL PRODUCTS, INC	123655	013000	GASOLINE/OIL - EQUIPMENT	1,180.92
					Total :	1,180.92
72283	9/8/2020	000039 PETTY CASH	082720	013194	PETTY CASH	14.26
					Total :	14.26
72284	9/8/2020	000213 QUILL CORPORATION	9409883	013136	SUPPLIES	52.66
					Total :	52.66
72285	9/8/2020	000224 RIVERSIDE CNTY WASTE MGMT	202007000385	013180	LANDFILL FEES - JULY 2020	149.01
					Total :	149.01
72286	9/8/2020	003606 RODRIGUEZ, GUSTAVO	080	012993	WATER TREATMENT SERVICES 8/2020	1,825.00
					Total :	1,825.00
72287	9/8/2020	006110 SOUTHWEST NETWORKS, INC	20-7530		COMPUTER UPGRADES	2,305.08
				013195		
				013192	SHIPPING CHARGES	98.06
				013192	SHIPPING CHARGES	92.91
				013192	SHIPPING CHARGES	73.48
					Total :	2,569.53
72288	9/8/2020	002763 THATCHER COMPANY OF ARIZONA	5062148	012999	CHEMICALS	5,861.08
					Total :	5,861.08
72289	9/8/2020	002455 THE COUNSELING TEAM INTERNATIO	76989	013137	COPING WITH STRESS TRAINING	1,500.00
					Total :	1,500.00
72290	9/8/2020	000247 THE GAS COMPANY	06622932165	013159	NATURAL GAS/CITY FACILITIES	69.59

Bank code :	union	Date	Vendor	Invoice	PO #	Description/Account	Amount
72290		9/8/2020	000247	000247 THE GAS COMPANY			69.59
				(Continued)			
72291		9/8/2020	000350	THOMSON REUTERS/BARCLAYS	013168	BOOKS/UPDATES - TITLE 25 UPDATES	237.59
						Total :	237.59
72292		9/8/2020	004501	US BANK CORP	013193	CREDIT CARD CHARGES 8/2020	1,293.46
						Total :	1,293.46
72293		9/8/2020	000991	USA BLUEBOOK	012935	PARTS/SUPPLIES	2,139.53
					013122	PARTS/SUPPLIES	1,760.96
					013122	PARTS/SUPPLIES	90.35
						Total :	3,990.84
72294		9/8/2020	003035	VERIZON WIRELESS	013027	WIRELESS SERVICE 7/14-8/13/2020	635.58
					013028	WIRELESS SERVICE/WATER METERS	76.02
						Total :	711.60
						Bank total :	238,530.66
						Total vouchers :	238,530.66

CLAIMS VOUCHER APPROVAL

WE, THE UNDERSIGNED OFFICERS OF THE CITY OF BLYTHE, CA DO
HEREBY CERTIFY THAT THE WARRANTS NUMBERED 72241-72294
ARE HEREBY APPROVED IN THE AMOUNT OF \$238,530.66
ON THIS 8th DAY OF SEPTEMBER, 2020.

CHRISTA ELMS _____ DIRECTOR OF FINANCE

DALE REYNOLDS _____ MAYOR

ERIC EGAN _____ VICE-MAYOR

JOSEPH DECONINCK _____ COUNCILMAN

JOSEPH HALBY _____ COUNCILMAN

JOHNNY RODRIGUEZ _____ COUNCILMAN



CITY OF BLYTHE

PAYROLL LISTING

Pay period 08/07/2020 to 08/20/2020
Payday 08/28/2020

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 51847 to 51860 and Direct Deposits numbered 48320 to 48375 are hereby approved in the amount of \$212,532.75 this 8TH day of September 2020.


Director of Finance

Mayor Reynolds

Vice Mayor Egan

Councilman De Coninck

Councilman Rodriguez

Councilman Halby

CITY OF BLYTHE

PAYROLL LISTING

Pay period 08/01/2020 to 08/31/2020

Payday 09/04/2020

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 51861 to 51865 and Direct Deposits numbered 48376 to 48479 are hereby approved in the amount of \$65,306.56 this 8TH day of September 2020.


Director of Finance

Mayor Reynolds

Vice Mayor Egan

Councilman De Coninck

Councilman Rodriguez

Councilman Halby

**Minutes of the Blythe City Council Meeting
August 25, 2020**

The August 25, 2020 meeting of the Blythe City Council was called to order at 6:00pm in the Council Chambers by Mayor Reynolds. Also in attendance were Vice Mayor Egan and Council Members DeConinck, Rodriguez and Halby. Staff in attendance included: Interim City Manager and City Clerk Crecelius, Finance Director and City Treasurer Elms, Police Chief Coe, Chief Building Official Brown and Assistant City Attorney Roberto.

The Pledge of Allegiance was led by Mayor Reynolds. The Invocation was led by Vice Mayor Egan.

REPORT FROM CLOSED SESSION:

Assistant City Attorney Roberto stated direction was given, no action was taken.

CONSENT CALENDAR: *Items on the Consent Calendar are considered routine and will be enacted with one motion of the Council. If any item requires individual consideration, it will be removed from the consent calendar and acted upon separately.*

1. **Posting of the Agenda.**

The summary of agenda items were posted on the bulletin boards on the outside of the public entrance to the Council Chamber and near the inside entrance of the Council Chamber on Friday, August 21, 2020.

2. **Approval of the Warrant Register.**

Recommendation: Approve **08/25/2020**, warrants numbered 72149 through 72212 in the amount of \$604,376.98; **08/25/2020**, warrants numbered 72231 through 72230 in the amount of \$1,626.74 and **08/25/2020**, warrants numbered 72231 through 72240 in the amount of \$20,758.15.

3. **Approval of the Payroll Register.**

Recommendation: Approve **8/25/2020**, warrants numbered 51833 through 51846 and Direct Deposits numbered 48266 through 48319 in the amount of \$214,357.63.

4. **Minutes of the August 11, 2020 City Council Meeting.**

Recommendation: Approve the Minutes of the August 11, 2020 meeting.

5. **Side Letters to the Clerical, Laborers', Mid-Management and Sworn MOU's.**

Recommendation: Adopt Side Letter Agreements between the City and the Clerical Unit, Laborer's Union, Mid-Management Unit and Sworn Unit.

No public comment. Vice Mayor Egan moved approval of the Consent Calendar. The motion was seconded by Councilman Rodriguez with a unanimous aye vote.

PUBLIC HEARING:

Cannabis Dispensary License Conditionally issued to HAH 1, LLC. Interim City Manager Crecelius stated on August 11th Council held a public hearing to determine if the provisional dispensary license issued to Have a Heart should be revoked. At the meeting, council asked for a timeline to complete the build at 1894 E. Hobsonway. Staff asked for confirmation Mr. Kunkel was the owner of the property and project and to update the expired building permit. Council continued the Public Hearing to tonight. As of the writing of this staff report, Mr. Kunkel has complied with all requests except for the Building Department's requirement to renew the expired building permit. Mr. Kunkel has provided an estimate from his contractor with a timeframe of 3-6 months to complete the project. At the August 11th meeting Councilman DeConinck asked about bonding the project should the developer fail to complete it. The City Attorney found no way for the City to place a bond on the project. It is however recommended the developer place a deposit in the amount of \$10,000 with the City to recover the costs associated with the project. Should Council continue this discussion, or allow Mr. Kunkel more time to finish the project

it is recommended Council direct staff and the City Attorney to prepare an agreement memorializing the terms Mr. Kunkel must meet or risk revocation of his provisional license. I will now turn the item over to Chief Building Official Brown for his comments regarding the timeline submitted by Mr. Kunkel.

Chief Building Official Brown stated I have reviewed the submitted timeline and have a few comments. It states roofing, framing and electrical is complete. Those items may have been completed on the jobsite, but they have not been inspected. We will not label them as complete until after inspection. The countertop sales display could delay the project as COVID has made some special-order items hard to acquire. I am also concerned about the CalTrans permit. If a permit is not already in place it could take up to a year.

Councilman DeConinck asked if the CalTrans piece was not complete, could the City sign off on the project. Chief Building Inspector Brown stated until CalTrans is satisfied, they would not have access to their property.

Ryan Kunkel stated his engineer, Jose is on the line and can answer questions related to the CalTrans permit. Jose stated we are working with CalTrans. One representative stated we did not need the secondary permit. Now a new person thinks we may need to pull the second permit. We were able to get ahold of the original staff member for a letter to state it was not needed.

Mayor Reynolds asked for the status of the permit, if it was pending, on hold or expired. It was reported it is in progress. Mayor Reynolds asked for a timeline. It was reported it will take about 2 months for the permit. Mayor Reynolds asked when the last time a conversation about this permit was had with CalTrans. It was reported about 2 months ago. Jose stated we were originally told we did not need an encroachment permit. Now they think we might. They stated it could take 30 to 60 days to get the permit. The permit was not pursued as the project was on hold. Jose stated the inside materials have been manufactured and are ready for delivery.

Councilman Halby stated my best advice for the CalTrans permit is to contact them at least twice a week. When they give you a two-month timeline, and you don't follow up for two months, I wouldn't give them that leeway. Sacramento doesn't care about Blythe or Have a Heart so you have to stay on them and follow up with them.

Mayor Reynolds asked if the \$10,000 deposit was a conservative estimate or if we need to ask for more. Interim City Manager Crecelius stated it depends on how long this drags out. It's probably conservative for the next few months, but if it goes on past that, or gets more involved we could need more. Mayor Reynolds stated he would like a \$25,000 deposit. Mr. Kunkel stated he was amenable to that amount.

Mayor Reynolds opened the Public Hearing.

No public comment from the audience or those participating via teleconference. City Clerk Crecelius read three written comments into the record.

Ben King, a former employee of Have a Heart asked Council to not be swindled by the owners of Have A Heart. Please revoke their permit before they make a bigger mockery of the process. They have skirted rules and regulations for far too long. I worked at Have a Heart as an attorney. It seemed like a great company at first, but first impressions were misleading. Have a Heart was trying to expand by partnering with existing companies and obtaining additional licenses in other jurisdictions by any means necessary. These projects have failed. The owners hoped to obtain more licenses to increase the company's valuation and sell it for an inflated price. They applied for licenses wherever feasible with little thought or effort into the town, cities, or locals where they thought they could win licenses. They would copy and paste from competitor's application and promised anything to incise their scores.

Diane Walter supports and recommends Council work with the licensee to grant whatever extension is necessary to get the project on track. I urge you not to revoke the license despite whatever negative comments you hear. Allow Have A Heart to continue with the project. Progress that was made should not be wasted. The City selected them as the best fit operator and it still rings true.

Todd Shirley stated I am one of the owners of 1894 E. Hobsonway in Blythe. I come to show my support of Have a Heart and Mr. Kunkel. Yes, the project was paused, but you need to address that we are going through the worst pandemic we have seen. It has affected construction. I have personally seen Mr. Kunkel since the pandemic began work with over 100 employees concerned about their health. He is an honorable gentleman and I hope Council will work with him to finish the license process.

The public hearing was closed.

Councilman DeConinck stated I want to know about any roadblocks immediately. We are tired of this, we need to know now, not two months from now.

Vice Mayor Egan asked for a monthly progress report.

Councilman Halby stated we want this done and all we want is to be on the up and up. I am tired of being asked about this daily. I just want it done and open, and for you to own it. I don't want you to flip it. I am tired of being asked about it.

Ryan Kunkel stated we are in a race to do this. Arizona has enough votes to put recreational marijuana on the ballot. I have already spent the money to buy the property and have a significant investment in it. I must get it open before Arizona. We have more than enough incentive in addition to the deposit I am more than happy to give the City.

Interim City Manager Crecelius stated it sounds like the direction from Council is a \$25,000 deposit, a 6-month timeframe in which to finish the project with monthly updates to Council on progress made starting September 8th.

Councilman DeConinck would like to be notified immediately if there are any issues with CalTrans.

Mayor Reynolds stated we don't want any surprises. We need to be informed. You were here two weeks ago, after 13 months. We are waiting. The lack of communication was heavily weighed.

Interim City Manager Crecelius stated after tonight this item will be moved from a public hearing to a continued business item to provide monthly updates. At the end of 6 months, if the project is not completed is the license revoked, or do we schedule another public hearing? It was determined another public hearing would be noticed. Mr. Kunkel stated if 6 months comes around the license will be voluntarily conceded.

Direction was provided to staff.

NEW BUSINESS:

Request to waive Project Review Committee fees- Sheltering Wings. Interim City Manager Crecelius stated Sheltering Wings is a non-profit organization serving adults with developmental disabilities. They currently operate at 1445 W. Hobsonway. They were provided with an opportunity to move their operation next door, into a portion of the former Kmart building. As the building has been vacant for over a year, and it will be a change in use, a PRC is required prior to the issuance of building permits. Staff received a request from Sheltering Wings asking for the PRC review fee of \$500 to be

waived for their project. Any reduction or waiver of fees must be approved by the City Council. Although City staff supports this organization and their activities in the community, staff is not generally in favor of waiving any project fees. It is recommended Council provide direction to staff regarding waiving fees for this project.

Councilman DeConinck stated when Leslie was here, she made a comment everything was in place and taken care of. I don't have a problem helping Sheltering Wings, but she made the guarantee everything was in place. Why did this now surface when I asked the question, is everything in cement?

Councilman Halby stated we explicitly asked if the TI was taken care of. It was our understanding 5th Street Funding was taking care of it. Now we understand there is a cap on construction costs. It was my understanding the owner was going to pay for the tenant improvements so that would include the permitting, PRC fees and everything else. Had we understood that was not the case we may have made a different decision. We understood 5th Street funding was going to pay for everything.

Mel Culp with Sheltering Wings stated we are still in negotiations for the TI. This money is coming out of our funds at this point. There are no issues with the end result. This is something we felt was due now and we are asking for this one fee to be waived. I don't think we will be asking for anything else of the Council but felt we should advocate for our program. We are a non-profit trying to save anything we can.

Councilman Halby stated I understand that, but we thought 5th Street, which isn't a non-profit was going to pay for everything. You got the Ordinance waived for them. I think they can afford it. I am not keying in on Sheltering Wings. I love to help you guys, but I thought they were going to pay for everything, and now it seems you have to come out of pocket and that's not why we changed the ordinance. We changed it because they were taking care of you guys.

Mel Culp stated we are still in negotiations with what we are doing. We don't have the final plans in place for the inside of the building. We don't have the final cost.

Councilman Rodriguez stated that is not how it was communicated to us. Mr. Culp stated if there was a miscommunication, it was not intentional.

Councilman Halby stated if you are still in negotiations, can you negotiate with them to pay this fee. That way, if we waive this fee for you, and you negotiate them to pay it, we can get our money back. They should pay for this, not you guys.

Mayor Reynolds stated if you come out of pocket, they should reimburse you. That was the understanding in the beginning.

Council Halby stated I want to help Sheltering Wings, don't get that confused. I don't want to help 5th Street Funding. They haven't been very kind to the City. For what they want to charge, they aren't finding a tenant anytime soon for the rest of that building.

Councilman DeConinck stated I am willing to donate the \$500 if you need it right now. I would personally loan it to you if it could be repaid by 5th Street. If it comes to it, I will give it to you. I want Sheltering Wings to work. That was my main concern. I wanted to make sure Sheltering Wings was protected. From my understanding the t's were crossed and the I's dotted. We are here to help.

Interim City Manager Crecelius stated in thinking back to our last discussion it may have been regarding the negotiated lease and maybe not the tenant improvements. Maybe Leslie meant the lease was in stone, but the construction aspect is separate.

Councilman DeConinck stated if my memory is correct, they were going to pay for any improvements.

Mel Culp stated they are, but we are still working on the final plans.

Councilman DeConinck said we are here to help but if we can get the other side to pay for it, that would be beneficial. We are dealing with taxpayer money here.

No public comment. Direction was provided that the fee would not be waived at this time.

ORAL REPORTS: None

PUBLIC COMMENT:

Juan Ramirez gave an update on the 2020 Census.

Travis Pollock of 332 S. Lovekin asked Council to discuss additional cannabis retail licenses.

Richard Phipps of 730 Seville Ln. complained about a homeless problem on 2nd and 3rd streets. They have made a terrible mess over there and I am tired of cleaning it up. We need more patrols in that area. Blythe needs to be cleaned up. I am on the graffiti committee and I clean up a lot of graffiti. We need something done.

Mike Farrage of 4814 W. Saddle Horn Phoenix stated he would like to sit down and discuss the homeless problem. I have an issue at Prime Leaf and they said put in a trash enclose. I spent thousands of dollars on it and still have issues. Its nobody's fault, but it is a problem. How do we handle it?

ADJOURN: The City Council meeting was adjourned at 7:05pm.

Dale Reynolds, Mayor

ATTEST:

Mallory Crecelius, City Clerk

City of Blythe
PERMITS ISSUED
For the Period 8/1/2020 thru 8/31/2020

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2008-008 8/14/2020	ELEC SOLAR	647 BELL LANE 869362012	JOSE F MUNOZ STEVE GRIFFIN CONSTRUCTIC	45,000.00	540.85	540.85
8/3/2020 8/14/2020	ISSUED	Permit Name	ROOF MOUNT SOLAR			
B2008-010 8/21/2020	ELEC SOLAR	2740 COLORADO RIVER ROAC 833360044	FRANK MIRALLEGRO STAN VAN MIERLO BUILDERS	9,000.00	238.67	238.67
8/10/2020 8/14/2020	FINALED	Permit Name	Roof Mount Solar			
Total for: ELEC				54,000.00	779.52	779.52

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2007-036 8/21/2020	ENCROACHMENT	VARIOUS	CITY OF BLYTHE RIGHT OF W/ FRONTIER CALIFORNIA INC	0.00	560.00	560.00
7/27/2020 8/13/2020	ISSUED	Permit Name	WO #50153-5266490			
B2007-035 8/21/2020	ENCROACHMENT	VARIOUS	CITY OF BLYTHE RIGHT OF W/ FRONTIER CALIFORNIA INC	0.00	560.00	560.00
7/27/2020 8/6/2020	ISSUED	Permit Name	WO #ASR 3450785			
B2007-024 8/4/2020	ENCROACHMENT	VARIOUS	CITY OF BLYTHE RIGHT OF W/ FRONTIER CALIFORNIA INC	0.00	560.00	560.00
7/16/2020 7/23/2020	ISSUED	Permit Name	WO #50153-5265290			
Total for: ENCROACHMENT				0.00	1,680.00	1,680.00

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2008-013 8/25/2020	GARAGE CARPORT	498 NORTH CARLTON AVENUE 836062001	ALEX CORDOVA OWNER	9,177.60	395.97	395.97
8/12/2020 8/24/2020	ISSUED	Permit Name	CARPORT			
Total for: GARAGE				9,177.60	395.97	395.97

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2008-016 8/20/2020	MECH	890 EAST HOBSONWAY 854020017	WEC 98D 26 & THRIFTY PAYLE LEGACY AIR HVAC LLC	1,902.06	281.00	281.00
8/7/2020 8/17/2020	ISSUED	Permit Name	REPLACE 5 UNITS			
Total for: MECH				1,902.06	281.00	281.00

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2007-039 8/12/2020	OTHER	3504 WEST HOBSONWAY 824142024	COVINGTON & PASSMORE ET. METROCELL CONSTRUCTION	45,000.00	1,887.03	1,887.03
7/10/2020 8/3/2020	ISSUED	Permit Name	TOWER MODIFICATIONS			

City of Blythe
PERMITS ISSUED
For the Period 8/1/2020 thru 8/31/2020

B2008-026 8/25/2020 8/25/2020 8/25/2020	OTHER ISSUED	505 NORTH FOURTH STREET 842121010 Permit Name BATHROOM REMODEL	MELITON SANCHEZ D R B CONSTRUCTION	8,000.00	520.46	520.46
B2008-004 8/6/2020 8/6/2020 8/6/2020	OTHER ISSUED	641 NORTH NINTH STREET 857064003 Permit Name DRYWALL REPAIR	RANDAL & GINGER BUMGARD OWNER	500.00	79.00	79.00
B2008-001 8/3/2020 8/3/2020 8/3/2020	OTHER ISSUED	255 LEE STREET 842060022 Permit Name REROOF & PAINTING	EYL ENTERPRISES M S CONSTRUCTION	6,000.00	156.65	156.65
B2007-003 8/28/2020 7/2/2020 7/21/2020	OTHER ISSUED	483 NORTH SECOND STREET 845062012 Permit Name INTERIOR REMODEL OF ALL EXISTING	SONIA KIM KELLEY M T CONSTRUCTION	30,000.00	2,196.16	2,196.16
Total for: OTHER				89,500.00	4,839.30	4,839.30

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2008-019 8/27/2020 8/19/2020 8/24/2020	PATIO SOLID ISSUED	911 VISTA SUNRISE STREET 869371001 Permit Name PATIO on existing slab	JACINTO ACUNA SELF	13,902.08	510.84	510.84
B2007-040 8/19/2020 7/28/2020 8/10/2020	PATIO ISSUED	961 VISTA SUNRISE STREET 869372004 Permit Name	MARTHA P HERNANDEZ OWNER	16,060.80	596.80	596.80
Total for: PATIO				29,962.88	1,107.64	1,107.64

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2004-042 8/18/2020 4/23/2020 4/23/2020	PLUMB WATER HEATER ISSUED	2200 DEKENS COURT 821220014 Permit Name WATER HEATER	TROY & GWENDOLYN CRAWF CRECELIUS INC	991.00	36.00	36.00
B2007-005 8/18/2020 5/19/2020 5/19/2020	PLUMB WATER HEATER ISSUED	251 NORTH PALM DRIVE #52 845100013 Permit Name WATER HEATER	BLYTHE VILLA APARTMENTS CRECELIUS INC	991.00	36.00	36.00
B2004-044 8/18/2020 5/1/2020 5/1/2020	PLUMB WATER HEATER ISSUED	1151 JOSHUA TREE LANE 839021028 Permit Name WATER HEATER	WENDELL D & DEBORAH TYS CRECELIUS INC	991.00	36.00	36.00
B2004-043 8/18/2020 5/1/2020 5/1/2020	PLUMB WATER HEATER ISSUED	401 SOUTH FOURTH STREET 848163011 Permit Name WATER HEATER	CECILIA PADILLA CRECELIUS INC	991.00	36.00	36.00
B2007-008 8/18/2020 5/30/2020 6/1/2020	PLUMB WATER HEATER ISSUED	770 OLEANDER LANE 842143002 Permit Name WATER HEATER	TRAVIS JOSLIN CRECELIUS INC	991.00	36.00	36.00
B2004-041 8/18/2020 4/23/2020 4/23/2020	PLUMB WATER HEATER ISSUED	340 SOUTH FOURTH STREET 848162025 Permit Name WATER HEATER	AUGUSTINE & DIANA SORIA CRECELIUS INC	991.00	36.00	36.00

City of Blythe
PERMITS ISSUED
For the Period 8/1/2020 thru 8/31/2020

B2004-040 8/18/2020 4/23/2020 4/23/2020	PLUMB WATER HEATER ISSUED	450 WEST BARNARD STREET } 845111016 Permit Name WATER HEATER	WEST BAYFIELD 450/KGM DE CRECELIUS INC	1,408.24	36.00	36.00
B2004-039 8/18/2020 4/29/2020 4/30/2020	PLUMB BACKFLOW ISSUED	1843 EAST HOBSONWAY 851130029 Permit Name BACKFLOW	AMRUTBHAI & TARUNA BHAK CRECELIUS INC	1,518.60	96.00	96.00
B2007-009 8/18/2020 5/30/2020 6/1/2020	PLUMB WATER HEATER ISSUED	400 NORTH LOVEKIN BOULEV 845022030 Permit Name WATER HEATER	MENDEZ & ESQUIBEL CRECELIUS INC	991.00	36.00	36.00
B2003-018 8/18/2020 3/20/2020 3/20/2020	PLUMB BACKFLOW FINALED	2200 EAST DONLON STREET 857210021 Permit Name BACKFLOW DEVICE	BLYTHE LOAN HOLDINGS CRECELIUS INC	1,580.00	96.00	96.00
B2007-049 8/18/2020 7/15/2020 8/5/2020	PLUMB WATER HEATER ISSUED	130 JUNIPER TRAIL 842162012 Permit Name WATER HEATER	FRANCISCO & MARIA DE LA PI CRECELIUS INC	991.00	36.00	36.00
B2008-006 8/13/2020 8/7/2020 8/13/2020	PLUMB SEPTIC FINALED	1445 RIVIERA DRIVE 869410027 Permit Name NEW 1250 GALLON SEPTIC TANK	DARYL Z & MAUREEN YOUNG OWNER	2,500.00	179.00	179.00
B2003-019 8/18/2020 3/20/2020 3/20/2020	PLUMB BACKFLOW FINALED	2200 EAST DONLON STREET 857210021 Permit Name BACKFLOW DEVICE	BLYTHE LOAN HOLDINGS CRECELIUS INC	1,580.00	96.00	96.00
B2007-011 8/18/2020 4/29/2020 4/29/2020	PLUMB WATER HEATER ISSUED	481 NORTH EUCALYPTUS AVE 845030007 Permit Name WATER HEATER	HPD RIVERSIDE CRECELIUS INC	991.00	36.00	36.00
B2007-012 8/18/2020 6/11/2020 6/11/2020	PLUMB WATER HEATER ISSUED	251 NORTH PALM DRIVE #43 845100013 Permit Name WATER HEATER	BLYTHE VILLA APARTMENTS CRECELIUS INC	991.00	36.00	36.00
B2007-048 8/18/2020 7/9/2020 8/5/2020	PLUMB WATER HEATER ISSUED	316 NORTH FIFTH STREET 845093016 Permit Name WATER HEATER	WHITE & LYON CRECELIUS INC	991.00	36.00	36.00
B2007-050 8/18/2020 7/15/2020 8/5/2020	PLUMB WATER HEATER ISSUED	411 SOUTH SIXTH STREET 848172012 Permit Name WATER HEATER	ROSA JUAREZ CRECELIUS INC	991.00	36.00	36.00
B2007-051 8/18/2020 7/16/2020 8/5/2020	PLUMB WATER HEATER ISSUED	441 SOUTH SIXTH STREET 848172015 Permit Name WATER HEATER	JACOB A BURROLA CRECELIUS INC	991.00	36.00	36.00
B2007-052 8/18/2020 7/16/2020 8/5/2020	PLUMB WATER HEATER ISSUED	410 ALAMEDA STREET 851172019 Permit Name WATER HEATER	KENNETH & JACQUELINE SAL CRECELIUS INC	991.00	36.00	36.00
B2007-053 8/18/2020 7/23/2020 8/5/2020	PLUMB WATER HEATER ISSUED	161 SOUTH SECOND STREET 848062029 Permit Name WATER HEATER	ANGEL & DIANA RUBALCAVA CRECELIUS INC	991.00	36.00	36.00
B2007-054 8/18/2020 7/27/2020 8/5/2020	PLUMB WATER HEATER ISSUED	1450 EAST BARNARD STREET 851080027 Permit Name WATER HEATER	HPD BALDWIN SQUAW CRECELIUS INC	6,670.00	36.00	36.00

City of Blythe
PERMITS ISSUED

For the Period 8/1/2020 thru 8/31/2020

B2007-010 8/18/2020 5/30/2020 6/1/2020	PLUMB WATER HEATER ISSUED	450 WEST BARNARD STREET 845111016 Permit Name	WEST BAYFIELD 450/KGM DEV CRECELIUS INC WATER HEATER	1,292.84	36.00	36.00
B2007-013 8/18/2020 6/26/2020 6/26/2020	PLUMB WATER HEATER ISSUED	490 ALICE LANE 848161020 Permit Name	EUGENE CARSON III CRECELIUS INC WATER HEATER	991.00	36.00	36.00
Total for: PLUMB				32,405.68	1,151.00	1,151.00

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2007-022 8/20/2020 7/13/2020 7/16/2020	POOL ISSUED	509 KRISTI LANE 842212001 Permit Name & SPA	HEATHER JEAN DRIES A & R POOLS INC	48,000.00	1,575.50	1,575.50
Total for: POOL				48,000.00	1,575.50	1,575.50

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2008-021 8/20/2020 8/20/2020 8/20/2020	RERF TEAR OFF ISSUED	959 EAST AVENUE B 851062009 Permit Name TEAR OFF, [20'x12']	KENNETH BENEFIELD OWNER	1,200.00	157.50	157.50
B2008-020 8/20/2020 8/20/2020 8/20/2020	RERF TEAR OFF ISSUED	471 SOUTH SIXTH STREET 848172018 Permit Name TEAR OFF	ESTELA RIVAS OWNER	2,000.00	87.11	87.11
B2008-018 8/19/2020 8/19/2020 8/19/2020	RERF TEAR OFF ISSUED	480 SEVILLE LANE 842023004 Permit Name TEAR OFF	MATTHEW PRYOR STEVE GRIFFIN CONSTRUCTIC	15,000.00	313.61	313.61
Total for: RERF				18,200.00	558.22	558.22

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2008-014 8/17/2020 8/13/2020 8/17/2020	RES-ADD ISSUED	1381 BRUCE COURT 836171018 Permit Name	LINA ESCOBEDO OWNER	18,112.50	921.19	921.19
Total for: RES-ADD				18,112.50	921.19	921.19

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
RC2007-006 8/7/2020 8/3/2020 8/5/2020	RIVCOUNTY ISSUED	18351 COTTONWOOD LANE 818324001 Permit Name ELECTRICAL	LINO HERNANDEZ OWNER	500.00	294.40	294.40
RC2007-004 8/27/2020 7/15/2020 8/13/2020	RIVCOUNTY FINALED	10300 EIGHTH AVENUE 830060019 Permit Name ROOF MOUNT SOLAR	MICHAEL & MARIANNE KISILI SUN ENERGY CONSTRUCTION	15,063.00	906.86	906.86

City of Blythe
PERMITS ISSUED

For the Period 8/1/2020 thru 8/31/2020

RC2008-001	RIVCOUNTY	10320 EIGHTH AVENUE	SRISAMAN & PHROMMAKUN	6,500.00	429.35	429.35
8/27/2020		830060014	SUN ENERGY CONSTRUCTION			
8/20/2020	FINALED	Permit Name	ROOF MOUNT SOLAR			
8/25/2020						
Total for: RIVCOUNTY				22,063.00	1,630.61	1,630.61

Permit No./Issued						
Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2008-011	SIGN	631 WEST HOBSONWAY	DESERT HORIZON	2,040.00	292.42	292.42
8/26/2020		845100011	COAST SIGN INCORPORATED			
8/10/2020	ISSUED	Permit Name	INSTALL ILLUMINATED CHANNEL LETTERS			
8/17/2020						
B2008-007	SIGN	121 SOUTH SOLANO AVENUE	NNNDG2, LLC	16,500.00	691.71	691.71
8/20/2020		836122045	CARLOS NEON SIGNS			
8/10/2020	ISSUED	Permit Name	INSTALL OF 1 SET OF 24" CHANNEL LETTERS			
8/13/2020						
Total for: SIGN				18,540.00	984.13	984.13

47 Permits Issued from 8/1/2020 Thru 8/31/2020

Total Valuation: \$341,863.72
Total Fees: \$15,904.08
Total Fees Paid: \$15,904.08

9/1/2020
9:03:32AM

City of Blythe
Permits Applications Received
For the Period 8/1/2020 thru 8/31/2020

Page 1

Permit No.	Applied	Type	Subtype	Status	Site Address/Parcel No.	Applicant/Owner/Contractor
BP2008-001	8/10/2020	BURNPERMIT		FINALED	2421 WEST HOBSONWAY 824194002	LESLIE STARKS JAY AMBE MA
Permit Name Description:						
BP2008-002	8/14/2020	BURNPERMIT		FINALED	3000 BLOCK OLD STATE HIGHWAY 824121001	RRICHARD HOOVER BROWNING & HOOVER ET AL
Permit Name Description:						
BP2008-003	8/17/2020	BURNPERMIT		FINALED	1338 EAST FOURTEENTH AVENUE 869160034	LURLINE DAVIS DAVIS ET AL
Permit Name Description:						
BP2008-004	8/19/2020	BURNPERMIT		FINALED	370 WEST BARNARD STREET 845143013	RAMON HERNANDEZ JACK V LAZZAROTTO
Permit Name Description:						
BP2008-005	8/24/2020	BURNPERMIT		FINALED	312 COTTONWOOD LANE 854110036	DONALD WAYNE WATTS DONALD & MARY WATTS
Permit Name Description:						
5 Permit Applications from 8/1/2020 Thru 8/31/2020						

9/1/2020
9:03:51AM

City of Blythe
Permits Applications Received
For the Period 8/1/2020 thru 8/31/2020

Page 1

Permit No.	Applied	Type	Subtype	Status	Site Address/Parcel No.	Applicant/Owner/Contractor
F2008-001	8/11/2020	ANNLFIRE		FINALED	301 EAST CHANSLORWAY 842100003	FLORES FAMILY CHILD CARE HECTOR & SUSANNA FLORES
Permit Name Description:						
1 Permit Applications from 8/1/2020 Thru 8/31/2020						

9/1/2020
9:04:08AM

City of Blythe
Permits Applications Received
For the Period 8/1/2020 thru 8/31/2020

Page 1

Permit No.	Applied	Type	Subtype	Status	Site Address/Parcel No.	Applicant/Owner/Contractor
L2007-009	8/5/2020	BUSINESSLICENS		APPLIED	400 NORTH ACACIA STREET 851142008	RABORN LANDSCAPING SCOTT & CARIE RABORN
Permit Name Description:						
L2008-002	8/5/2020	BUSINESSLICENS		APPLIED	MOBILE BUSINESS	LERMA'S BOAT REPAIR
Permit Name Description:						
L2008-003	8/13/2020	BUSINESSLICENS		APPLIED	484 NORTH BROADWAY 845061001	CARMEN CECILIA VELARDE RC VELORDE REVOCABLE LIVING TR
Permit Name Description:						
L2008-004	8/19/2020	BUSINESSLICENS		APPLIED	445 NORTH FOURTH STREET 845180017	RIOS JANITORIAL AND HANDYMAN S GERARDO B RIOS
Permit Name Description:						
4 Permit Applications from 8/1/2020 Thru 8/31/2020						

City of Blythe
Projects by Type, Status and Date
For the Period 8/1/2020 thru 8/31/2020

PLANNER NAME: MALLORY CRECELIUS

Project Number	Project Type Owner Name Site Address	Project Name	Date Applied Date Expired	Status of Project Date Approved Date Closed
GPA2008-001	ZONE CHANGE REALTY INV TEAM 1834 EAST CHANSLORWAY	Incls 090007	8/3/2020	STAFF REVIEWING
Comments:				
ZC2008-001	GENERAL PLAN AMENDMEN WILLIAM & SUSAN JONGSMA HOBSON & NEIGHBOURS	West Valley Zone Change	8/3/2020	RECIEVED
Comments:				
Total Projects for MALLORY CRECELIUS For the Period 8/1/2020 thru 8/31/2020: 2				

PLANNER NAME: MICHELLE VAN DYKE

Project Number	Project Type Owner Name Site Address	Project Name	Date Applied Date Expired	Status of Project Date Approved Date Closed
PRC2008-001	PRC ST JOSEPHS INV INC ET AL 1006 NORTH BROADWAY	AT&T TOWER	8/12/2020	RECIEVED
Comments:				
PRC2008-002	PRC 14 ST BLYTHE LLC 1724 EAST FOURTEENTH AVENUE	Includes 869170020	8/27/2020	RECIEVED
Comments:				
VP2008-001	VACANT PROPERTY MILES & MARTHA COVERDALE 232 SOUTH FOURTH STREET		8/7/2020	RECIEVED
Comments:				
ZV2008-001	ZONING VERIFICATION WILLIAM & SUSAN JONGSMA HOBSON & NEIGHBOURS		8/25/2020	RECIEVED
Comments:				
ZV2008-002	ZONING VERIFICATION WILLIAM & SUSAN JONGSMA HOBSON & NEIGHBOURS		8/25/2020	RECIEVED
Comments:				
Total Projects for MICHELLE VAN DYKE For the Period 8/1/2020 thru 8/31/2020: 5				

9/1/2020
9:23:06AM

City of Blythe
Cases Opened (By Type)
For the Period 8/1/2020 thru 8/31/2020

<u>Type of Case</u>	<u>Number opened</u>
BLDG	2
COMPLAINT	1
DEBRIS	4
DUMPING	1
WEED	5
ZONING	4
<hr/>	
Total Cases Opened: 17	

Cases Closed in AUGUST: 19

Remaining Active Cases: 474

CITY OF BLYTHE FIRE DEPARTMENT
MONTHLY INCIDENT AND ACTIVITY REPORT
August 2020

<u>Incident</u>	<u>Total</u>
Public Assist / Rescue / Medical Aid	25
Vehicle Fire	2
Brush, Grass, Leaves	13
Trash, Rubbish, Dumpster	1
Bees	1
Other	5
Total # of Incidents	47
<u>Activity</u>	
Drills	4
Staff Meeting	1
Total Activities	5

Respectfully Submitted

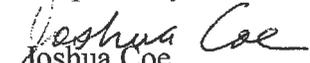
Ron Blackwood, Interim Fire Chief



**Blythe Police Department
Monthly Incident and Activity Report
August 2020**

<u>Incident</u>	<u>Total</u>
Residential Burglaries	4
Commercial Burglary	6
Vehicle Burglaries	4
Domestic Violence	13
Battery	6
Grand Theft	3
Petty theft	22
Shopliftings	6
Traffic Collision- Injury	2
Traffic Collision- Non-injury	3
Traffic Collision- Hit & Run	4
Driving Under the Influence	2
Vandalisms	23
Trespassing	28
Prowlers	2
Public Intoxication	13
Alarm- Residential	16
Alarm- Commercial	13
Abandoned Vehicle Abatement	7
Vehicles Red Tagged (Street)	2
Documented Police Reports	269
Total Incidents	1260

Respectfully Submitted,


Joshua Coe
Chief of Police



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: September 8, 2020

SUBJECT: Biennial Review of the Conflict of Interest Code

PRESENTED BY: Mallory Crecelius, City Clerk

PREPARED BY: Mallory Crecelius, City Clerk

RECOMMENDATION: Receive and file this biennial report.

FISCAL IMPACT: None

BACKGROUND: California Government Code Section 87300 *et seq.* requires every local agency to adopt a Conflict of Interest Code, which reflects the positions and titles of employees or officials mandated by State code or designated by the City to provide personal financial information; assigns disclosure categories to these positions; and indicates the types of economic interest which must be reported, such as investments, interests in real estate, or sources of income or gifts.

Upon review of the Conflict of Interest Code, staff will report to the City Council by October 1, 2018 with any revisions to the code and a proposed resolution reflecting the changes.

STAFF REPORT: On August 11, 2020 Council adopted Resolution No. 2020-038 directing the review of the Conflict of Interest Code for designated employees and officials. That review is now complete and there are no proposed changes to the Conflict of Interest Code at this time.

ATTACHMENTS:

1. Conflict of Interest Code

**CITY OF BLYTHE
CONFLICT OF INTEREST CODE**

SECTION 1. AUTHORITY. This Code is adopted pursuant to and in compliance with Section 87300 of the California Government Code.

SECTION 2. EFFECT. This Code is in addition to State laws pertaining to conflicts of interest of City of Blythe officers and employees and is not intended to abridge or otherwise modify such laws.

SECTION 3. STANDARDIZED CODE ADOPTED. The terms of California Code of Regulations, Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix "A," in which officials and employees are specified and designated; Appendix "B," in which "consultants" are defined; and Appendix "C," in which disclosure categories are set forth, constitute the Conflict-of-Interest Code of the City of Blythe.

The herein Conflict-of-Interest Code of the City of Blythe, so adopted, amends and replaces any Conflict-of-Interest Code of the City of Blythe, previously in effect, to conform to the herein newly adopted Code. All terms or words in this Conflict-of-Interest Code and in its Appendices shall have such meanings as are associated thereto in the Political Reform Act, as amended from time to time.

SECTION 4. STATEMENTS. Designated employees and others shall file statements of economic interest with the City Clerk, who shall be and will perform the duties of filing officer for the City of Blythe. All newly designated employees and others shall file an initial statement within thirty (30) days after the effective date of the herein Code. The annual statement of economic interests shall be duly filed by no later than April 1 of each calendar year.

SECTION 5. EFFECTIVE DATE. This Code shall take effect immediately upon its approval by the City Council of the City of Blythe.

APPENDIX A

**Appendix of Designated Positions
For Conflict-of-Interest Statements**

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES
<u>City Manager's Office</u>	
Assistant City Manager	1, 2, 5
Human Resources Manager	1, 2
<u>City Clerk's Office</u>	
City Clerk	1, 2
Deputy City Clerk	1, 2
<u>Police Department</u>	
Police Chief	1, 2
Police Captain	1, 2
<u>Fire Department</u>	
Fire Chief	1, 2
<u>Finance Department</u>	
Finance Director	1, 2, 4, 5
Deputy Finance Director	1, 2, 4, 5
<u>Public Works Department</u>	
Public Works Director	1, 2, 3, 4
Assistant Public Works Director	1, 2, 3, 4

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES
<u>Planning and Building Department</u>	
Development Services Director	1, 2, 3, 4
Senior Planner	1, 2, 4, 6
Associate Planner	1, 2, 4, 6
Chief Building Official	1, 2, 4
Building Inspector	1, 2, 4, 6

Consultants to City or Agency

*

*Consultants shall be included in the list of designated employees and shall disclose, pursuant to the broadest disclosure category in the Code, subject to the following limitations:

The City Manager or Agency's Executive Director may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager/Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

APPENDIX B

CONSULTANTS

Commission Regulation §18700 defines "consultant" as an individual who, pursuant to a contract with a state or local government agency:

- A. Makes a governmental decision whether to:
 - i. Approve a rate, rule or regulation;
 - ii. Adopt or enforce a law;
 - iii. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order or similar authorization or entitlement;
 - iv. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
 - v. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
 - vi. Grant agency approval to a plan, design, report, study, or similar item;
 - vii. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or
- B. Serves in a staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict-of-Interest Code.

APPENDIX C

DISCLOSURE CATEGORIES

- CATEGORY 1** **Must report all** investments, interests in real property and income from real property located within the boundaries of the City.
- CATEGORY 2** **Must report all** investments, interests and income in any business entity in which the person is a director, officer, partner, trustee, employee, or holds any position of management. Financial interests are reportable only if located within or subject to the jurisdiction of the City or if the business entity is doing business within the jurisdiction at any time during the two years prior to the filing of the statement.
- CATEGORY 3** **(Supply Sources)** Includes investments and income included in Category 2 in business entities which manufacture or sell supplies, machinery or equipment of the type utilized by the City.
- CATEGORY 4** **(Contractors)** Includes investments and income included in Category 2 in business entities described therein, if such business entities are contractors or subcontractors engaged in the performance of work or services of the type utilized by the City.
- CATEGORY 5** **(Financial Institutions)** Includes investments and income included in Category 2 in business entities described therein, if such business entities constitute banks, savings and loan associations, insurance companies, investment companies, title companies, financial consultants or data processing firms.
- CATEGORY 6** Includes disclosure of property interests and income of Categories 1 and 2, but limited to the jurisdiction of the respective board or commission and five-hundred (500) feet contiguous thereto.



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: September 8, 2020

SUBJECT: Fiscal Year 2020-2021 Road Maintenance and Rehabilitation Account (SB 1) Funded Project List

PRESENTED BY: Christa Elms, Finance Director

PREPARED BY: Christa Elms, Finance Director

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 2020-039 adopting Road Maintenance and Rehabilitation Account (SB 1) funded project list for Fiscal Year 2020-2021.

FISCAL IMPACT: Estimated allocation of \$358,000 in Road Maintenance and Rehabilitation Account (SB 1) funds.

BACKGROUND: On April 28, 2017, the Governor signed Senate Bill 1, which is known as the Road Repair and Accountability Act of 2017. SB 1 increased per gallon fuel excise taxes; increased diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years, to address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system. SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, in order to be eligible for RMRA funding, statute requires cities and counties to provide basic annual RMRA project reporting to the California Transportation Commission.

STAFF REPORT: Staff reviewed and followed the California Transportation Commission annual reporting guidelines and prepared the appropriate documentation required to be an eligible recipient of Road Maintenance and Rehabilitation Account (SB 1) funding. The project list within the attached resolution includes a continuation of the Date Street Rehabilitation Project which entered its final phase of construction in Fiscal Year 2020-2021. Project budget was approved at \$441,503 on February 11, 2020, utilizing Fiscal Year 2018-2019 and 2019-2020 allocations. Staff is not recommending any new projects to be funded by Fiscal Year 2020-2021 allocations at this time. The combined allocations from Fiscal Year 2020-2021 and continued application for funding in Fiscal Year 2021-2022 should provide funding for a more desirable local street and road project.

ATTACHMENTS:

1. Resolution No. 2020-039

RESOLUTION NO. 2020-039

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF BLYTHE CALIFORNIA ADOPTING A
LIST OF PROJECTS FOR FISCAL YEAR 2020-2021
FUNDED BY SB 1: THE ROAD REPAIR AND
ACCOUNTABILITY ACT OF 2017**

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

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$358,000 in RMRA funding in Fiscal Year 2020-2021 from SB 1; and

WHEREAS, this is the fourth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City with the final construction of an underground storm water system increasing the capacity to capture storm water runoff at the intersection of Date Street and Hobsonway this year and will help in the road maintenance and rehabilitation of similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an at-risk condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

1. The foregoing recitals are true and correct.
2. The following does not include newly proposed projects to be funded in-part or solely with Fiscal Year 2020-2021 Road Maintenance and Rehabilitation Account revenues.
3. The following previously proposed and adopted project may utilize Fiscal Year 2020-2021 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of this project in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project: Date Street – Stormwater System and Street Rehabilitation Project

Description: Installation of 165 linear feet of underground storm water storage system; installation of catch basins; and street reconstruction including grinding, removal and overlay of asphalt pavement, demolition and construction of curb, gutter, and sidewalk repairs.

Location: Date Street between Hobsonway and Barnard Street

Estimated Useful Life: Minimum 50 years; Maximum 100 years (according to industry standards)

Anticipated Year of Construction: 2020

PASSED, APPROVED and ADOPTED, by the City Council of the City of Blythe, County of Riverside, State of California the 8th day of September 2020.

AYES:

NOES:

ABSENT:

Dale Reynolds, Mayor

ATTEST:

Mallory Crecelius, City Clerk

(SEAL)



CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: September 8, 2020

SUBJECT: Resolution Approving Application for Proposition 68 Per Capita Grant Funds

PRESENTED BY: Christa Elms, Finance Director

PREPARED BY: Christa Elms, Finance Director

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 2020-040 approving application(s) for Per Capita Grant Funds allocated under the Parks and Water Bond Act of 2018 (Proposition 68).

FISCAL IMPACT: Per Capita allocation in the amount of \$177,952, plus Urban County Per Capita allocation in the amount of \$11,874, for total of \$189,826 in grant funds for use in capital Parks and Recreational projects.

BACKGROUND: On June 5, 2018, the voters approved the Parks and Water Bond Act of 2018 (Proposition 68). Public Resources Code (PRC) §80062(a)(1) provides that 60 percent of the funds available pursuant to subdivision (a) of §80061 be allocated to cities and districts, other than a regional park district, regional park and open-space district, open-space authority, or regional open-space district; and that each city's and district's allocation shall be in the same ratio as the city's or district's population is to the combined total of the state's population that is included in incorporated and unincorporated areas within the county. Otherwise referred to as the Proposition 68 Per Capita Grant Program.

STAFF REPORT: Staff was originally notified of the City's eligibility to participate in Proposition 68's Per Capita Grant Program in June 2019. Staff submitted the required allocation questionnaire. In June 2020 staff was notified the City's Per Capital allocation is \$177,952, and \$11,874 in Urban County Per Capita funds, for a total of \$189,826 in grant funds for use in capital Parks and Recreational projects.

Attached is the procedural guide the City must adhere to, to receive these funds. Staff attended the required workshop in July 2020, and now must submit a Council approved resolution approving application for the grant funds. The deadline to meet this requirement is December 31, 2020. If approved the attached resolution will give authority to staff to proceed with the grant application process. The timing of this process will align with the City's Fiscal Year 2020-2021 budget process, at which time project(s) discussion will begin, and with anticipation that project(s) will be adopted in the Fiscal Year 2020-2021 Operating and Capital Budget.

ATTACHMENTS:

1. Resolution No. 2020-040
2. City of Blythe Per Capita Allocation
3. Per Capita Program Procedural Guide

RESOLUTION NO. 2020-040

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF BLYTHE CALIFORNIA APPROVING
APPLICATION(S) FOR PER CAPITA GRANT
FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blythe hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s); and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City's general or recreation plan (PRC §80063(a)); and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §8062(d)); and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code; and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum-Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City will consider a range of actions and include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase

awareness within those communities and the public generally about specific programs and opportunities.

- (B) Mentoring new environment, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)); and
 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures (PRC §80062(d)); and
 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
 11. Delegates the authority to the City Manager, or Finance Director, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
 12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED, APPROVED and ADOPTED, by the City Council of the City of Blythe, County of Riverside, State of California the 8th day of September 2020.

AYES:

NOES:

ABSENT:

Dale Reynolds, Mayor

ATTEST:

Mallory Crecelius, City Clerk

(SEAL)

Christa Elms

From: Office of Grants and Local Services <localservices@parks.ca.gov>
Sent: Wednesday, June 24, 2020 9:02 AM
To: Christa Elms
Subject: Per Capita allocations announced

Follow Up Flag: Follow up
Flag Status: Completed



Office of Grants and Local Services

PER CAPITA ALLOCATIONS ANNOUNCED

The California Department of Parks and Recreation's Office of Grants and Local Services (OGALS) is announcing the allocations for the Per Capita program, funded through the Parks and Water Bond Act of 2018 (Proposition 68).



Per Capita allocation for all cities and local districts, including the City of Blythe, is \$177,952

While this figure is less than the minimum allocation of \$200,000, it was derived by dividing the funds made available by the bond by the number of eligible entities. Additionally, \$2 million is being subtracted from OGALS program delivery budget to supplement the allocation pool.

60% of the Program funds are allocated to eligible cities and local districts, other than a regional park district, regional park and open-space districts, and regional open-space districts.

Total available for cities and local districts (60% of \$185,000,000 plus \$2,000,000):
\$113,000,000.00

Number of eligible cities and local districts: 635

In addition to the above allocation, City of Blythe is also receiving \$11874.04780758488.00 in Urban County Per Capita funds. These additional funds are allocated at a rate of \$.61 per capita to cities and districts in urbanized counties (a county with a population of 500,000 or more) providing park and recreation services within jurisdictions of 200,000 or less in population.

The revised timeline for the Per Capita program will be as follows:

- Grant Performance Period: July 1, 2018 – June 30, 2024
- Resolution: Grantee submits to OGALS no later than December 31, 2020
- Application Packet(s): Grantee submits to OGALS no later than June 30, 2021
- Project Completion Packet: Grantee completes project and submits completion documents to OGALS no later than March 31, 2024.

These figures and dates are contingent upon the Legislature approving the Governor's May Revised Budget, which proposes to extend the project liquidation of the Per Capita program to June 30, 2024; and which also proposes to augment funds available for the Per Capita Program by \$2 million.

OGALS will be holding on-line application workshops, which all eligible agencies are required to attend. Eligible agencies will receive further information about the workshops in a future notice.

Funds are available for local park rehabilitation, creation, and improvement. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors.

Information on the program is available on the [Per Capita Website](#), and the [Procedural Guide](#) provides details on how to submit an application.

If you have questions, contact your project officer, Anne Davigeadono at Anne.Davigeadono@parks.ca.gov.

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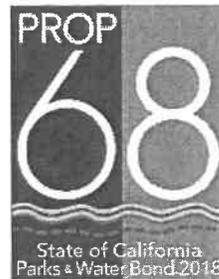
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**Procedural Guide
for the
California Drought, Water, Parks, Climate, Coastal
Protection, and Outdoor Access for All Act of 2018**

PER CAPITA PROGRAM

June 2020



**State of California
The Natural Resources Agency
Department of Parks and Recreation
Office of Grants and Local Services (OGALS)**

"Creating Community through People, Parks, and Programs"

Send correspondence to:

Street Address for Overnight Mail:
Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

Mailing Address:
Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

Phone: (916) 653-7423

Website: <http://www.parks.ca.gov/grants>

2018-2019 California State Budget, Chapter 29
Budget Item 3790-101-6088 (b) - \$185,000,000 shall be available for the Local Park Rehabilitation, Creation in Urban Areas Program, consistent with subdivision (a) of Section 80061 of the Public Resources Code.

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**



Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Community Engagement Division Mission

The mission of the Community Engagement Division is to encourage healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

The Office of Grants and Local Services Mission

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

OGALS VISION GOALS

To Be:

- A leader among park and recreation professionals.
- Proactive in anticipating public park and recreation needs and how new legislation and grant programs could best meet these needs.
- Honest, knowledgeable and experienced grant administration facilitators.
- Sensitive to local concerns while mindful of prevailing laws, rules and regulations.
- Perceptive to opportunities for partnerships, growth and renewal where few existed before.
- Committed to providing quality customer service in every interaction and transaction.
- Responsive to the needs of applicants, grantees, nonprofit organizations, local governments, legislative members, and department employees.

TABLE OF CONTENTS

PER CAPITA PROGRAM DESCRIPTION	4
Eligible Recipients (PRC §80062).....	4
Eligible Projects.....	5
GRANT PROCESS OVERVIEW.....	6
Authorizing Resolution	7
APPLICATION PACKET	10
Application Packet Checklist.....	11
Per Capita Project Application Form.....	12
Per Capita Match	13
Acquisition Projects.....	14
Development Projects	16
Development Project Scope/Cost Estimate Form.....	19
Funding Sources Form.....	20
CEQA Compliance Certification	21
Land Tenure.....	22
Site Plan.....	24
Sub-leases or Agreements.....	24
Photos.....	24
Greenhouse Gas Emissions Reduction and Carbon Sequestration.....	24
SPECIAL REQUIREMENTS.....	26
Status Report.....	26
Bond Act Sign	28
Deed Restriction.....	29
GRANT PAYMENTS	33
Payment Request Form	35
Grant Expenditure Form.....	35
Project Completion Packet.....	37
PER CAPITA CONTRACT	42
ACCOUNTING AND AUDITS.....	48
Accounting Requirements.....	49
Audit Checklist	50
REFERENCES	50
Public Resources Code relating to the Proposition 68 Per Capita program	51
Allocation Tables.....	54
ALLOCATION TRANSFER.....	54
DEFINITIONS	55

Words and terms shown in SMALL CAPS are in the definitions section.

Per Capita Program Summary

Background

This program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018. Funds for the program were appropriated via State Budget item 3790-101-6088(b). Legislative program information is found in the Public Resources Code (PRC) beginning at §80000 (see page 51). OGALS retains the right to waive requirements not mandated by statute. Funds are provided for two programs, as described below:

General Per Capita Program: \$185,000,000

Funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors (PRC §80061(a)).

Urban County Per Capita: \$13,875,000

Additional funds are available for Per Capita grants to cities and districts in urbanized counties (*a county with a population of 500,000 or more*) providing park and recreation services within jurisdictions of 200,000 or less in population. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under the General Per Capita Program (PRC §80061(b)).

Eligible Recipients (PRC §80062)

Sixty percent (60%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$200,000.

- Cities
- Eligible Districts, other than a regional park district, regional park and open-space districts, and regional open-space districts¹

Forty percent (40%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$400,000.

- Counties
- Regional park districts, regional park and open space districts, and regional open space districts

Allocations

Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at www.parks.ca.gov/percapita for allocations.

¹ For purposes of this chapter, "district" means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5, any recreation and park district formed pursuant to Chapter 4 (commencing with §5780) of Division 5, or any authority formed pursuant to Division 26 (commencing with §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, "district" also means any other entity, including, but not limited to, a district operating multiple-use parklands pursuant to Division 20 (commencing with §71000) of the Water Code.

Eligible Projects

- PROJECTS must be capital outlay for recreational purposes, either acquisition or DEVELOPMENT. Do not submit combined acquisition and DEVELOPMENT projects, rather submit separate APPLICATION PACKETS for each PROJECT type.
- Multiple PROJECTS may be completed under one contract; each PROJECT requires a separate APPLICATION PACKET.
- A PROJECT can only have one location. One PROJECT serving several parks is not permitted.
- GRANTEES are encouraged to partner with other GRANTEES on PROJECTS (PRC §80063(b)). See page 54 for information on allocation transfers.

Match

PROJECTS not serving a “severely disadvantaged community” (median household income less than 60% of the statewide average) require a 20% match (see page 13) (PRC §80061(c)).

No Supplanting

GRANTEES must use Per Capita grant funds to supplement existing expenditures, rather than replace them (PRC §80062(d)). For example, a GRANTEE has a budget for recreational capital expenditures of \$500,000 per year, and is receiving a \$200,000 allocation under the Per Capita program. The budget cannot be reduced to \$300,000, with the Per Capita funds making up the difference.

Similarly, if a PROJECT has been approved by the governing body, and a funding source has been identified, *Per Capita funds cannot be swapped in as a new funding source unless the prior funding source is applied to other identified recreational capital projects.*

GRANTEES should keep all documents indicating intent to use Per Capita grant funds for PROJECTS.

Grant Process Overview

The GRANT PERFORMANCE PERIOD is shown on the contract. Visit OGALS' Per Capita webpage at www.parks.ca.gov/percapita for deadlines and current information on each step in the process listed below.

1. **OGALS Mandatory Grant Administration Workshops** will be held statewide. All recipients are required to attend.
2. **Resolution:** GRANTEE passes one resolution approving the filing of *all* applications associated with the contract, and provides a copy to OGALS.
3. **APPLICATION PACKET(s):** The GRANTEE defines the PROJECT SCOPE(s) and amount of GRANT funds needed for each PROJECT. As PROJECTS are identified, the GRANTEE submits individual APPLICATION PACKET(s) to OGALS. OGALS reviews each APPLICATION PACKET and sends a letter of approval to the GRANTEE or requests additional information.
4. **Contract:** OGALS sends a contract to the GRANTEE once the OGALS has received and approved APPLICATION PACKET(S) equaling the total contract amount.
 - a. The contract section, beginning on page 42, includes a sample contract.
 - b. The GRANTEE must return the contract signed by the AUTHORIZED REPRESENTATIVE to OGALS.
 - c. OGALS returns a copy of the fully executed contract to the GRANTEE.
5. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for eligible costs. The grant payments section, beginning on page 33, provides payment request instructions and forms.
 - a. The GRANTEE may request payments after each PROJECT is approved by OGALS.
 - b. The GRANTEE completes PROJECT SCOPE(s).
 - c. The GRANTEE sends PROJECT COMPLETION PACKET(s) to OGALS.
 - d. OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS by conducting a site inspection.
6. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records, including source documentation with original signatures, for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The Accounting and Audit Section, beginning on page 48, provides directions and an Audit Checklist for DPR audit and accounting requirements.

Authorizing Resolution

GRANTEE passes *one* resolution approving the filing of *all* APPLICATION PACKETS associated with the contract, and forwards a copy to OGALS.

The Authorizing Resolution on the following page may be reformatted; however, the *language provided in the resolution must remain unchanged.*

The Authorizing Resolution serves two purposes:

1. It is the means by which the GRANTEE'S Governing Body agrees to the terms of the contract; it provides confirmation that the GRANTEE has the funding to complete, operate and maintain PROJECTS associated with the contract.
2. Designates a position title to represent the Governing Body on all matters regarding PROJECTS associated with the contract. The incumbent in this position is referred to as the AUTHORIZED REPRESENTATIVE.

Resolution items 4, 5, 7, 8 and 9 are required by Proposition 68.

Complete the highlighted areas of the Authorizing Resolution (beginning on following page). The AUTHORIZED REPRESENTATIVE can delegate signatory authority to other individuals (by position title) either in entirety or for particular documents. This may be included in item 11 of the resolution, or the AUTHORIZED REPRESENTATIVE may submit a letter (on letterhead) or email to OGALS delegating authority.

Resolution Form

Resolution Number: (insert number here)

**RESOLUTION OF THE (Title of Governing Body/City Council, Board of Supervisors)
OF (City, County, or District) APPROVING APPLICATION(S) FOR PER CAPITA
GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the (grantee's governing body) hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the [city/county/district's] general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the [city/county/district] will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the (designated position, not name of person occupying position), or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the _____ day of _____, 20_____.

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the (grantee's governing body) following a roll call vote:

Ayes: _____

Noes: _____

Absent: _____

(Clerk)

Application Packet

- GRANTEE may submit multiple APPLICATION PACKETS.
- Separate APPLICATION PACKETS are required for each PROJECT site and/or PROJECT type.
- Provide all APPLICATION PACKET items in the order shown in the following checklist.
- Submitted documents need not contain original signatures; but the GRANTEE must keep all original signed documents.
- GRANTEES are encouraged to submit documents digitally, as .pdf files. Do not send the APPLICATION PACKET as one file. E-mail each checklist item to the PROJECT OFFICER as a separate digital file, labeled using the digital file names indicated on the application checklist.
- If submitting hard copies, number all pages of the APPLICATION PACKET.

Any costs incurred prior to finalizing the contract are at the GRANTEE'S own risk.



**State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION**

Application Packet Checklist

GRANTEES must complete the checklist below and submit it with the APPLICATION PACKET.
An APPLICATION PACKET is not complete unless all items on the checklist are submitted.
Each PROJECT requires its own APPLICATION PACKET.

Check if included	Check if not applicable	Application Item	Procedural Guide Page #	Check when signed by AUTHORIZED REPRESENTATIVE	Application Packet Page #
<input type="checkbox"/>		Application Packet Checklist Digital file name: checklist.pdf	Pg. 11		Pg. _____
<input type="checkbox"/>		Application Digital file name: application.pdf	Pg. 12	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Development Project Scope/Cost Estimate, or Digital file name: devscope.pdf	Pg. 19	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Acquisition Requirements Digital file names: acqscope.pdf & acqdocs.pdf	Pg. 14	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>		Funding Sources Form Digital file name: fundingsources.pdf	Pg. 20	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>		Per Capita Match Calculator Digital file name: match.pdf	Pg. 13	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	CEQA Compliance Certification Digital file name: ceqa.pdf	Pg. 21	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Land Tenure documentation Digital file names: ownership.pdf or nonownership.pdf	Pg. 21		Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Sub-Leases or Agreements Digital file name: otheragreements.pdf	Pg. 24		Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Site Plan Digital file name: siteplan.pdf	Pg. 24		Pg. _____
	<input type="checkbox"/>	GHG Emissions Reduction Worksheet (at completion) Digital file name: emissions.pdf	Pg. 24		Pg. _____
<input type="checkbox"/>		Photos Digital file name: photos.pdf	Pg. 24		Pg. _____



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Per Capita Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT \$
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located including zip code (substitute latitude and longitude where no street address is available)	MATCH AMOUNT (if project is not serving a severely disadvantaged community) \$
	LAND TENURE (<input checked="" type="checkbox"/> all that apply) <input type="checkbox"/> Owned in fee simple by GRANTEE <input type="checkbox"/> Available (or will be available) under a () year lease or easement

NEAREST CROSS STREET		
Project Type (Check one) Acquisition <input type="checkbox"/> Development <input type="checkbox"/>		
COUNTY OF PROJECT LOCATION		
GRANTEE NAME AND MAILING ADDRESS		
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION		
Name (typed or printed) and Title	Email address	Phone
GRANT CONTACT-For administration of grant (if different from AUTHORIZED REPRESENTATIVE)		
Name (typed or printed) and Title	Email address	Phone
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Development PROJECT Scope/Cost Estimate Form or acquisition documentation. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.		
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution		Date
Print Name:		
Title:		

Per Capita Match

PROJECTS that do not serve severely disadvantaged communities (median household income less than 60% of the statewide average) must include 20% match from the GRANTEE (PRC §80061(c)).

Costs incurred to provide match must be eligible costs. Calculate match using the Per Capita match calculator at <https://www.parksforcalifornia.org/percapita>; submit the report with the APPLICATION PACKET.

Costs incurred to provide match must be eligible costs. State funds are not allowed for match. Eligible match sources are:

- Federal funds
- Local funds
- Private funds
- IN-HOUSE EMPLOYEE SERVICES
- Volunteer labor – must maintain time and attendance records showing actual hours worked (see <https://independentsector.org> for volunteer hourly wage value)

Match and Eligible Costs

The match is 20% but grantee must show 25% in additional costs if match is required. For example:

Determining the match amount:

PROJECT amount:	\$125,000
20% match:	(\$25,000)
GRANT amount:	\$100,000

Submitting costs for reimbursement

GRANT amount:	\$100,000
25% in additional costs:	\$25,000
PROJECT amount:	\$125,000

In summary, the 20% match calculation is based on the PROJECT amount, not on the GRANT amount.

Acquisition Projects

Acquisition Rules

1. Purchase price cannot exceed the appraised value, even if the GRANTEE is willing to pay the difference.
2. Land cannot be acquired through eminent domain.
3. Associated acquisition costs, such as appraisals, escrow fees, title insurance, etc., combined must be less than 25% of the PROJECT costs.
4. A deed restriction must be recorded on the property after the acquisition is complete (see page 29).
5. Land must be open to the public for recreational purposes within three years from the date the final payment is issued by the State Controller's Office (SCO).²
6. GRANTEE must provide Title Insurance.
7. PROJECTS must be consistent with the park and recreation element of the [city/county/district's] general or recreation plan (PRC §80063(b)).
8. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).

Acquisition Grant Scope/Cost Estimate

Provide the following information on a document signed by the AUTHORIZED REPRESENTATIVE:

- A brief description, for example, "Acquisition of approximately (enter total acreage to be acquired) for the development of park by (enter date no later than three years from the date final payment is issued by the SCO)."
- Estimated total costs for land and relocation
- Estimated total costs other than the purchase price and relocation costs, such as appraisals, escrow fees, title insurance fees, deed restriction recordation costs

Acquisition Documentation

For each parcel to be acquired, submit these documents:

1. An appraisal conducted within the last twelve months
2. A separate letter from an independent third party, AG rated appraiser certified by the California Office of Real Estate Appraisers stating the appraisal was reviewed, and was completed using acceptable methods
3. County Assessor's parcel map, showing parcel number and parcel to be acquired
4. Estimated value of each parcel to be acquired with a description of how that value was determined (such as the listed price on MLS, in-house estimation, website evaluation, assessed value)
5. Acreage of each parcel to be acquired
6. A description of any encumbrances that will remain on the property, such as grazing, timber, mineral rights or easements

²Grantees will see this date on their project complete letter – "A final payment was issued by the SCO on xx/xx/20xx"

7. A brief description of the intended recreational use of the land with the estimated date by which the site will be open to the public for recreational purposes

For easement acquisitions, in addition to the requirements above, provide:

8. A copy of the proposed easement guaranteeing the authority to use the property for the purposes specified in the application.

For relocation costs, in addition to the requirements above, provide:

9. A letter signed by the AUTHORIZED REPRESENTATIVE, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed pursuant to Government Code §7260-7277.

Eligible Acquisition Costs

- IN-HOUSE EMPLOYEE SERVICES – see accounting rules (page 48)
- GRANT/PROJECT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land

Ineligible Acquisition Costs – Cannot be charged to the grant

- Costs to fulfill any mitigation requirements imposed by law (PRC §80020)
- Acquisitions where purchase price is greater than appraised value
- Costs for land acquired through eminent domain or condemnation
- Costs incurred outside the GRANT performance period
- Development costs

Development Projects

Development Project Rules

1. PROJECTS must be consistent with the park and recreation element of the GRANTEE'S general or recreation plan (PRC §80063(b)).
2. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).
3. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
4. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
5. PRE-CONSTRUCTION COSTS may not exceed 25% of the PROJECT amount.
6. The primary purpose of any building constructed or improved must be public recreation. For example, renovating a gymnasium that includes office space for staff is eligible; renovating GRANTEE'S office building is not.
7. PROJECTS must be accessible, including an accessible path of travel to the PROJECT.

Eligible Development Costs

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS if you have any questions regarding a PROJECT cost.

Eligible Pre-construction Costs – up to 25% of PROJECT costs; incurred prior to groundbreaking as determined by the GRANTEE

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- CEQA
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES prior to groundbreaking
- GRANT/PROJECT administration and accounting prior to groundbreaking

Eligible Construction Costs – up to 100% of the PROJECT costs; incurred after groundbreaking.

- Construction – necessary labor and construction activities to complete the PROJECT, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision
- Equipment – Equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices.
- Bond and other signs
- Premiums on hazard and liability insurance to cover personnel or property
- Site preparation
- Purchase and installation of equipment: security cameras, lighting, signs, display boards, sound systems, video equipment, etc.
- Construction management: including site inspections and PROJECT administration

- Miscellaneous: other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications
- IN-HOUSE EMPLOYEE SERVICES after groundbreaking
- GRANT/PROJECT administration and accounting after groundbreaking

Ineligible Development Costs – Cannot be charged to the grant

- PRE-CONSTRUCTION COSTS that exceed 25% of the PROJECT costs
- Development to fulfill any mitigation requirements imposed by law (PRC §80020)
- All non-capital costs, including interpretive and recreational programming, software and software development
- Construction or improvements to facilities that are not primarily designated for recreational purposes, such as park district offices
- Construction outside the boundaries of the recreation facility
- Furniture or equipment not site specific *and* not necessary for the core function of a new facility (non-capital outlay)
- Costs incurred before or after the GRANT PERFORMANCE PERIOD
- Indirect costs – overhead business expenses of the GRANTEE’S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Fundraising and grant writing
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

Distinguishing capital outlay (eligible) from maintenance and repair (not eligible):

- Capital outlay – building something new, or for existing structures, activities intended to boost the condition beyond its original or current state.
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

Examples:

Roof – replacing broken shingles is maintenance; fixing a hole is repair; replacing the roof is capital outlay.

Playground – adding additional fall material is maintenance; fixing the chains on a swing set is repair; replacing the play structures is capital outlay.

Windows – repairing the glazing is maintenance; replacing broken panes is repair; replacing the windows is capital outlay.

Accounting Rules for In-House Employee Services

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.
- If planning to claim IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet for OGALS review to confirm these accounting practices are being followed.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Development Project Scope/Cost Estimate Form

GRANTEE:	PROJECT Name
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Development project scope (Describe the project in 30 words or less):

Project Scope Items - all that apply:

Install new	Renovate existing	Replace existing	Recreation Element
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool, aquatic center, splash pad
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trails or walking paths
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping or irrigation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Group picnic, outdoor classrooms, other gathering spaces
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Play equipment, outdoor fitness equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sports fields, sports courts, court lighting
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Community center, gym, other indoor facilities
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Restroom, concession stand
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Minor elements which support one or more of the recreation elements checked above: benches, lighting, parking, signage, etc.

PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA); up to 25% of total PROJECT cost.	\$
Construction	\$
Total PROJECT cost	\$
Subtract GRANTEE match if not in severely disadvantaged community (20% of total PROJECT cost, see page 13)	Less match -\$
Total GRANT amount requested	\$

The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Funding Sources Form

GRANTEE:	PROJECT Name
----------	--------------

PROJECTS funded by the program are not complete until the PROJECT SCOPE is complete, and the PROJECT is open to the public. PROJECTS will:

- Be entirely funded by the GRANT, *or*
- Require funds in excess of the GRANT.

If the PROJECT requires funds in excess of the GRANT, the SCOPE of the PROJECT may be either the SCOPE of the larger project, or a subset of the larger project.

For example, if the PROJECT is \$100,000 towards construction of a \$500,000 park, the SCOPE can be the \$500,000 park, or a \$100,000 element of the park, such as a playground, that can be complete and open to the public.

- The PROJECT will be entirely funded by the GRANT, *or*
- The PROJECT requires funds in excess of the GRANT:
 - The SCOPE is the same as the scope of the larger project, *or*
 - The SCOPE is a subset of a larger project, the scope of that larger project is:

Larger project cost: \$

Anticipated completion date:

List all funds that will be used. Submit revised Funding Sources form should funding sources be added or modified.

Funding Source	Date Committed	Amount
Per Capita/State of California	July 1, 2018	\$
		\$
		\$

I represent and warrant that I have full authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned GRANT is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title



**State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CEQA Compliance Certification**

GRANTEE:

Project Name:

Project Address:

Is CEQA complete? Yes No Is completing CEQA a PROJECT SCOPE item? Yes No

What document was filed, or is expected to be filed for this project's CEQA analysis:

Date complete/expected to be completed

- Notice of Exemption (attach recorded copy if filed)
- Notice of Determination (attach recorded copy if filed)
- Other:

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information	
Agency Name:	
Contact Person:	
Mailing Address:	
Phone: ()	Email:

Certification:

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

FOR OGALS USE ONLY

CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

Land Tenure

The purpose of the land tenure requirement is to verify that the GRANTEE has sufficient legal rights to the property to fulfill the terms of the contract.

- PROJECT amounts up to \$100,000 require at least 20 years of land tenure at the site to be acquired or developed.
- PROJECT amounts greater than \$100,000 require at least 30 years of land tenure at the site to be acquired or developed.
- The 20- or 30-year land tenure requirement begins on July 1, 2018.
- The GRANTEE remains responsible for fulfillment of the terms of the contract, even if the GRANTEE'S land tenure agreement changes within the contract PERFORMANCE PERIOD.

Land Tenure Ownership Documentation

If the GRANTEE owns the PROJECT site in fee simple, provide one of the following:

- Deed or deed recordation number, or
- Title report, or
- Tract map or assessor's map with owner's name

Land Tenure Non-Ownership Documentation

If the GRANTEE does not own the PROJECT site in fee simple, provide:

- Land Tenure Agreement Checklist (page 22)
- Signed land tenure agreement

If the grantee does not own the project site in fee simple, and the existing land tenure agreement does not meet the requirements in the Land Tenure Checklist, provide

- Land Tenure Agreement Checklist (page 22)
- Signed land tenure agreement
- An explanation as to how the existing land tenure agreement adequately protects the State's interest. OGALS will review and determine if the land tenure is sufficient.

Land Tenure Agreement Checklist

If the GRANTEE does not own the land in fee simple, complete this checklist. Attach a copy of the signed land tenure agreement. Identify the page numbers where the required items can be found in the land tenure agreement and highlight the provisions in the agreement where the information is located. *All items are required.*

Land Tenure Checklist

GRANTEE:	PROJECT Name									
<input checked="" type="checkbox"/>	Page	Required Item								
<input type="checkbox"/>		Type of agreement: For example: lease, joint powers agreement, easement, memorandum of understanding, etc. <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/>								
<input type="checkbox"/>		Parties to the agreement (land owner must be public agency or utility) and date signed: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; padding: 2px;">Party</td> <td style="width: 40%; padding: 2px;">Date Signed</td> </tr> <tr> <td><hr style="border: 0; border-top: 1px solid black;"/></td> <td><hr style="border: 0; border-top: 1px solid black;"/></td> </tr> <tr> <td><hr style="border: 0; border-top: 1px solid black;"/></td> <td><hr style="border: 0; border-top: 1px solid black;"/></td> </tr> <tr> <td><hr style="border: 0; border-top: 1px solid black;"/></td> <td><hr style="border: 0; border-top: 1px solid black;"/></td> </tr> </table>	Party	Date Signed	<hr style="border: 0; border-top: 1px solid black;"/>					
Party	Date Signed									
<hr style="border: 0; border-top: 1px solid black;"/>	<hr style="border: 0; border-top: 1px solid black;"/>									
<hr style="border: 0; border-top: 1px solid black;"/>	<hr style="border: 0; border-top: 1px solid black;"/>									
<hr style="border: 0; border-top: 1px solid black;"/>	<hr style="border: 0; border-top: 1px solid black;"/>									
<input type="checkbox"/>		Term of the agreement: _____ years								
<input type="checkbox"/>		Agreement end date: _____ <ul style="list-style-type: none"> • Grant amounts up to \$100,000 require at least 20 years of land tenure. • Grant amounts above \$100,000 require at least 30 years of land tenure. • The land tenure requirement begins on July 1, 2018. 								
<input type="checkbox"/>		Renewal option: Must include an option, which can be non-binding, for the GRANTEE to renew the agreement beyond the original 20 or 30 year term.								
<input type="checkbox"/>		Termination clause: Any of the following is acceptable: <ul style="list-style-type: none"> • No termination clause – the agreement is non-revocable. • Termination clause specifies the agreement is revocable only for cause. • The termination clause cannot allow the land owner to revoke the agreement without cause, i.e., at will. 								
<input type="checkbox"/>		Site Control, Roles and Responsibilities should the GRANT be awarded, the agreement: <ul style="list-style-type: none"> • Authorizes the GRANTEE to <i>proceed with the construction</i> PROJECT. The GRANTEE may delegate construction to other entities. • Establishes <i>when the general public can use</i> the PROJECT and gives GRANTEE <i>permission to operate</i> the PROJECT site (such as scheduling recreational programs). The GRANTEE may delegate operational roles to other entities but is bound through the contract provisions to ensure full public access for the duration of the land tenure period. • Identifies which entity will <i>maintain</i> the PROJECT site. The GRANTEE may delegate maintenance to other entities but is bound through the contract provisions to ensure maintenance of the PROJECT site for the duration of the land tenure period. 								

Site Plan

Provide a drawing showing where all the items listed in the project scope/Cost Estimate Form will be located. To ensure that any building use meets the requirements of the program, include the function and approximate square footage of each room within buildings that are part of the scope, and the approximate total square footage of the buildings. It does not need to be a detailed engineering rendering.

Sub-leases or Agreements

Provide a list of all *other* leases, agreements, memoranda of understanding, etc., affecting PROJECT property or its operation and maintenance.

Photos

Provide photos that will establish a “before” comparison for the site to be improved.

Greenhouse Gas Emissions Reduction and Carbon Sequestration.³

If your PROJECT involves tree planting, follow the instructions below and submit with the PROJECT COMPLETION PACKET.

Before getting started, gather the following PROJECT information:

- Tree species
- Size of trees at planting
- Information on the distance and direction to the nearest building (if applicable)
- Information on the age and climate control of any nearby buildings (if applicable)
- Information about the tree’s growing conditions

Getting started:

1. Navigate to the i-Tree site at <https://planting.itreetools.org> and select the tab for a new project.
2. On the Location map, select your state, county and city, and then click Next.
3. Configure the project parameters⁴:
 - “Electricity emissions factor” enter **285** and select kilograms
 - “Fuel emissions factor” enter **53.1** and select kilograms
 - “Years for the project” is the age of the trees 40 years from when they are planted. So, if the trees will be four years old at the time of planting, enter **44**.
 - “Tree mortality” enter **0**
4. Tree Planting Configurations
 - Enter the tree groups for the project; create a new group for each new species or for each new location.
 - Species – select the species; add multiple species by creating new groups.

³ PRC §80001(b)(7)

⁴ Project parameters are from the California Air Resources Board’s “Quantification Methodology for the California Natural Resources Agency Urban Greening Grant Program.”

- DBH – tree diameter four feet above the ground at time of planting.
- Distance to nearest tree – select from drop down menu
- Tree is (north, south, east or west) of Building – select the direction the tree is located to the nearest climate-controlled building.
- Climate controls – select the type of climate controls the nearby building has installed. If a tree is more than 60 feet away from a climate-controlled building, select “none.”
- Condition – select the overall health of the trees at the time of planting.
- Exposure to sunlight – select the amount of sun that reaches the tree, based on its surroundings.
- Number of trees – enter the number of trees that are the same species and the same characteristics (e.g. distance to building, location in respect to building, exposure to sunlight, etc.) If some of these characteristics change, multiple lines of the same species should be input into the tool.

Once all the groups are entered, click **next**

5. Print the report in landscape mode, and submit it to OGALS.

Special Requirements

- Status Reports (page 26)
- Bond Act Sign (page 28)
- Deed Restriction (page 29)

Status Report

OGALS will send a Status Report every six months until receipt of a PROJECT COMPLETION PACKET. Payment requests will not be processed if Status Reports are overdue. See sample on following page.

Sample Status Report – Due xx/xx/20xx (30 days from mail date)

Grantee:
 Project Number:
 Project Name:
 Project Scope:
 Project Phase: Pre-Construction/Pre-Acquisition Acquisition and/or Construction
 When will you submit your next payment request? For how much?
 Estimated date of project completion:
 Potential obstacles affecting completion:

Is the project: On Time? yes/no Within Budget? yes/no Within Scope? yes/no If no, explain:

Describe grant-funded work completed since last status report submitted on (DATE):

Are CCC or certified local corps working on this project? Yes/No

Provide photos showing work completed since (DATE)

Describe grant-funded work expected to be completed by (MailDate + 6 mos)

If there have been any changes to the proposed funding for this project, attach a revised Funding Sources Form.

Provide information on payments to be submitted over the next three years:

Between 7/1/20 and 6/30/21	Between 7/1/21 and 12/31/21	Between 1/1/22 and 6/30/22	Between 7/1/22 and 12/30/22	Between 1/1/23 and 6/30/23	Between 7/1/23 and 12/30/23	After 1/1/24
\$	\$	\$	\$	\$	\$	\$

The purpose of this data is to help the State estimate borrowing needs; you will not be held to these estimates.

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

 AUTHORIZED REPRESENTATIVE Signature Date

 Print Name and Title

(*Certification to above information requires a signature by a person authorized in the resolution)

Bond Act Sign

A sign acknowledging the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 as the funding source for the project must be installed during construction and at completion (PRC §80001(b)(3)). If appropriate, the same sign can be used during construction and completion.

Sign requirements

The sign must be available during construction, at the final inspection of the PROJECT, and remain in place for a minimum of four (4) years from date of PROJECT completion. There is no minimum or maximum size other than the minimum size for the logo, as long as the sign contains the required wording.

Sign Language

All signs must contain the following language:

GAVIN NEWSOM, GOVERNOR

Wade Crowfoot, Secretary for Natural Resources

Lisa Ann L. Mangat, Director, California Department of Parks and Recreation

Use the names of the current officials. The name of the director of the local agency or other governing body may be added. The sign may also include names (and/or logos) of other partners, organizations, individuals and elected representatives.

Logo

All signs must display the Parks and Water Bond Act logo (shown on the cover of this guide). Display the logo to maximize visibility and durability. [Download the logo](http://resources.ca.gov/grants/logo-art/) at <http://resources.ca.gov/grants/logo-art/>. Each edge of the logo must be a minimum of 24" x 24". Exceptions may be approved, when appropriate, at OGALS' discretion.

Sign Construction

All materials used shall be durable and resistant to the elements and graffiti.

Sign Cost

The cost of the sign(s) is an eligible PROJECT cost. Permanent signage is encouraged.

Appropriateness of Signs

For projects where the required sign may be out of place or affected by local sign ordinances, OGALS may authorize a sign that is more appropriate to the project.

State Approval

GRANTEE shall submit the proposed number, locations, size, and language of signs for preliminary review. Final payments will not be processed until post completion signage has been approved and installed.

Deed Restriction

The Deed Restriction restricts the title to the property, safeguarding the property for purposes consistent with the GRANT for the duration of the CONTRACT PERFORMANCE PERIOD.

If the GRANTEE owns the PROJECT land, a Deed Restriction must be recorded on the title to the property before OGALS will approve any grant payments. If the GRANTEE is acquiring land, a deed restriction is required before the PROJECT is complete.

A Deed Restriction *is not required* if the GRANTEE does not own the PROJECT land, such as where the GRANTEE is improving property it has access to under a lease agreement.

Deed Restriction Instructions

1. The GRANTEE must own the PROJECT land and have an encumbered contract for the GRANT amount.
2. The PROJECT OFFICER will send the Deed Restriction to the GRANTEE. *Do not alter the Deed Restriction.* The GRANTEE takes the following steps:
 1. Add ownership information to **Paragraph I of the Deed Restriction:** [formal name of GRANTEE] *Insert ownership information as it appears on the deed.*
 2. *Create 3 copies (GRANTEE copy, OGALS copy and recorder's copy) of the Deed restriction and the required attachments:*
 - (1) Exhibit A: Label this attachment "Exhibit A (Legal Description of Property)." Include a formal legal description of every parcel of property to which grant funds will be used for the development and/or acquisition thereof. This information can be obtained from the grant deed or title policy. (The assessor's parcel number or a street address is NOT a valid legal description.) and,
 - (2) Exhibit B: Label this attachment "Exhibit B (Grant Contract)" and include a complete copy of the Grant Contract and provisions signed by the AUTHORIZED REPRESENTATIVE and the State of California.
3. *Notarize it:* Take the following documents to a notary. OGALS recommends submitting these documents to the OGALS PROJECT OFFICER for review prior to notarizing.
 - Unsigned and undated Deed Restriction
 - Exhibit A (Legal Description of Property)
 - Exhibit B (Grant Contract)

The AUTHORIZED REPRESENTATIVE dates and signs the Deed Restriction signature page in the presence of a notary. The notary will complete a Notary Acknowledgement (Civil Code §1189).

4. *Record it:* Take the notarized documents bulleted above to the County Recorder's Office of the county in which the property is located. Ask the County Clerk to record the Deed Restriction with Notary Acknowledgement, Exhibit A, and Exhibit B, on the title to the property.
5. *Send it:* Send a copy of the notarized and recorded documents bulleted above to the OGALS PROJECT OFFICER.

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: [Project Officer]

DEED RESTRICTION

I. WHEREAS, insert ownership information as it appears on the deed (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) received an allocation of grant funds pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program for improvements on the Property; and

IV. WHEREAS, on (enter date), DPR's Office of Grants and Local Services conditionally approved Grant [project number], (hereinafter referred to as "Grant") for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Per Capita Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction requirement of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 20xx to June 30, 20xx (20 years) or June 30, 20xx (30 years).

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to

enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding such breach, or any subsequent breach.

SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

Business Name (if property is owned by a business):

Additional signature, if required Date

Print Name and Title

Grant Payments

Payments may be requested after a PROJECT is approved and the contract is encumbered. Payment requests are processed through the State Controller's Office and mailed to the GRANTEE approximately six to eight weeks from the date OGALS approves the request.

Payment Rules

1. A Grant Expenditure Form (see page 35) is required with all reimbursement and final payment requests.
2. Payment requests prior to groundbreaking are limited to 25% of the PROJECT amount.
3. Payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final reimbursement.
4. A deed restriction is required prior to processing any reimbursement payments except an acquisition ADVANCE.
5. Group costs together to avoid frequent payment requests. Reimbursement requests greater than \$10,000 are encouraged.
6. For PROJECTS where match is required, GRANTEES must show eligible costs equal to 125% of the requested reimbursement amount (see page 13).
7. Complete CEQA prior to requesting any construction reimbursement.
8. Provide a sample timesheet to the PROJECT OFFICER *prior to* incurring any IN-HOUSE EMPLOYEE SERVICES costs, and if claiming IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet with each reimbursement payment request.
9. Provide a summary list of bidders, recommendation by reviewer of bidders, awarding by governing body and contract agreement to the PROJECT OFFICER *prior to requesting reimbursement* for costs on contracts requiring a bid process.
10. Provide construction progress photos, including a photo with the construction sign visible on the PROJECT site (see page 28), with all construction payment requests.
11. OGALS may withhold payment if the GRANTEE has outstanding issues, such as:
 - breach of any other contract with OGALS
 - an unresolved audit exception
 - an outstanding conversion
 - park sites closed or inadequately maintained
 - overdue Project Status Reports
 - other unmet grant requirements

Payment Request Form Instructions

- All payment request types (reimbursement, final, ADVANCE) require this form.
- Payment requests may be submitted by e-mail to the PROJECT OFFICER.
- Round all amounts to the nearest whole dollar.
- A Grant Expenditure Form (see page 35) is required with all reimbursement and final payment requests.
- Complete the Payment Request Form as follows:
 1. PROJECT Number - Number assigned by OGALS when this PROJECT was approved.
 2. Contract Number - As shown in Certification of Funding section of the contract
 3. APPLICANT - GRANTEE name as shown on the contract
 4. PROJECT Title - Name of the PROJECT as shown in the Application
 5. Type of Payment – check appropriate box on form
 6. Payment Information – always round to the nearest dollar.
 7. Send Warrant To - AGENCY name, address and contact person
 8. Signature of AUTHORIZED REPRESENTATIVE according to the Resolution

Payment Request Form

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PAYMENT REQUEST State Grant Programs

See Instructions on Page 2.

1. PROJECT NUMBER	2. CONTRACT NUMBER
3. APPLICANT	
4. PROJECT NAME	
5. TYPE OF PAYMENT <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final	
6. PAYMENT INFORMATION <i>(Round all figures to the nearest dollar)</i>	
a. Grant Project Amount	\$ _____
b. Funds Received To Date	\$ _____
c. Available (a. minus b.)	\$ _____
d. Amount Of This Request	\$ <input style="width: 100px;" type="text"/>
e. Remaining Funds After This Payment (c. minus d.)	\$ _____
7. SEND WARRANT TO:	
AGENCY NAME	
STREET ADDRESS	
CITY/STATE/ZIP CODE	
8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	
<i>I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.</i>	
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE
DATE	
FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY	
PAYMENT APPROVAL SIGNATURE	DATE

DPR 212 (Rev. 3/2015)(Email 3/3/2015)(Page 1 of 2)

Grant Expenditure Form

All payment requests require a summary of costs incurred. An electronic version of the grant expenditure form is available at www.parks.ca.gov/grants. GRANTEES may use their own spreadsheet if it contains the required information shown below. Keep copies of invoices or warrants with the PROJECT records, available to OGALS on request. Only provide the following information to OGALS:

PROJECT Number:

Warrant/ Check #(1)	Date(2)	Recipient(3)	Purpose(4)	Pre-Construction Amount(5)	Construction Amount(6)
------------------------	---------	--------------	------------	-------------------------------	---------------------------

PRE-CONSTRUCTION Subtotal (5)	\$
Construction Subtotal (6)	\$
Grand Total (5) + (6)	\$

List only ELIGIBLE COSTS charged to the GRANT.

Column (1) Electronic payment numbers/electronic funds transfer numbers in the “Warrant/Check Number” column are acceptable. Include an “EP” next to the electronic payment numbers/electronic funds transfer numbers.

If IN-HOUSE EMPLOYEE SERVICES or GRANTEE’S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

Column (2) Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, provide the date range with a summary of actual hours worked, and a sample timesheet.

Column (3) Name of Contractor, IN-HOUSE EMPLOYEE SERVICES, or other entity providing services and/or materials.

Column (4) SCOPE item related to the expenditure and a brief description, such as “playground design,” “community center permits,” “walkway materials,” “sports field construction.”

Column (5) PRE-CONSTRUCTION costs eligible for up to 25% of the GRANT.

Column (6) DEVELOPMENT costs eligible for up to 100% of GRANT.

Project Completion Packet

PROJECT COMPLETION PACKETS must be submitted by March 31st of the year the contract expires.

GRANTEES are encouraged to submit documents digitally, as .pdf files. E-mail the documents to the PROJECT OFFICER as separate digital files, labeled as the document item. GRANTEES should follow up with PROJECT OFFICER to confirm documents were received.

The final payment (not less than 20% of the PROJECT amount) will be processed after PROJECT COMPLETION and the following occurs:

1. Approval of the PROJECT COMPLETION PACKET (page 37).
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION.

To request the final payment and complete the PROJECT, the GRANTEE must submit the following documents:

1. Payment Request Form (page 35)
2. Grant Expenditure Form (page 35)
3. Final Funding Sources Form (page 20)
4. GHG Emissions Reduction Worksheet (page 24)
5. PROJECT COMPLETION Certification Form (page 38)
6. Photo of the bond act sign and location (page 28)
7. Recorded Deed Restriction, if not already provided (page 29)
8. Completed CEQA, if not already provided (page 21)
9. Notice of Completion (optional)⁵
10. Audit checklist with items checked that GRANTEE will retain for five years following receipt of final payment (page 50)

For acquisition PROJECTS, the GRANTEE must submit these additional documents:

1. A copy of the recorded deed to the property
2. A map sufficient to verify the description of the property including parcel numbers and acreage
3. Copy of title insurance policy
4. Copy of title report

⁵ OGALS recommends that the GRANTEE file a Notice of Completion with the County Recorder pursuant to State of California Civil Code §3093. Filing the Notice of Completion is not a PROJECT COMPLETION requirement.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Project Completion Certification Form

Grantee:

Project Number:

Grantee contact for audit purposes

Name:

Address:

Phone: ()

Email:

Project completion – list the grant scope items:

Provide revised Funding Sources Form

Interest earned on advanced funds: \$

Interest spent on eligible costs: \$

Was a Notice of Completion filed with the County Recorder or other appropriate entity?

Yes / No

Certification:

I hereby certify that all Grant funds were expended on the above-named Project and that the Project is complete and we have made final payment for all work done.

I have read California Penal Code §118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment in state prison for two, three, or four years.

Furthermore, I have read California Penal Code §72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in state prison, by a fine not exceeding ten thousand dollars, or both.

I represent and warrant that I have full authority to execute this Project Completion Certification on behalf of the Grantee. I declare under penalty of perjury that the foregoing certification of Project Completion for the above-mentioned Grant is true and correct.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

Advance Payments

- OGALS reserves the right to disapprove ADVANCE payment requests.
- Past performance, GRANTEE capacity, and the GRANTEE'S financial resources will all be considered before issuing an ADVANCE.
- *GRANTEES that are unable to finance a considerable portion of their PROJECTS are encouraged to seek an allocation transfer (page 54).*
- ADVANCE payments may be requested for costs the GRANTEE will incur within the next six months.
- ADVANCE funds must be placed in an interest-bearing account. Any interest earned on those funds *must* be spent within six months of receipt.
- The sum of DEVELOPMENT ADVANCES cannot exceed 50% of the PROJECT amount.

Pre-Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	Preconstruction estimate shown on Development Project SCOPE/Cost Estimate Form	After the contract has been encumbered	<ul style="list-style-type: none"> • Payment Request Form • ADVANCE justification (see below) • Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	No more than 50% of the grant amount.	After the contract has been encumbered, and construction will commence during the next six months	<ul style="list-style-type: none"> • Payment Request Form • ADVANCE justification (see below) • Bid documents (see page 33, number 9) • Copy of signed contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES schedule • Filed NOD or NOE (page Error! Bookmark not defined.) • Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Advance Justification

Provide the following information:

- Explanation as to why an ADVANCE is needed instead of a reimbursement. Describe any hardships the GRANTEE will experience if a reimbursement were issued instead of an ADVANCE.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid (IN-HOUSE EMPLOYEE SERVICES or name of contractor). The six-month period should begin six to eight weeks after payment request is submitted.

- A funding plan, indicating how the GRANTEE intends to provide cash flow to the percentage of the PROJECT exceeding the 50% ADVANCE limit.
- A statement indicating the GRANTEE will put the advanced funds into a separate, interest bearing account, and spend any interest earned on the PROJECT.
- An acknowledgement that all invoices and contracts pursuant to which payments are made shall be made available to OGALS on demand.

Clearing the Advance

ADVANCES must be cleared with six months of receipt, or earlier. ADVANCES should be cleared incrementally, that is, as costs are incurred.

An ADVANCE is cleared as follows:

- Submit a grant expenditure form (see page 35) documenting expenditures of eligible costs equal to the ADVANCE amount *plus any earned interest* (or 125% of the ADVANCE amount if match is required).
- Submit photos of construction completed and the construction sign (see page 28) with the ADVANCE funds (for construction ADVANCES).
- Return the balance of unspent GRANT funds to OGALS no later than thirty days after the end of the six-month ADVANCE period.
- OGALS will then return the GRANT funds to the contract balance. OGALS cannot return interest to the contract balance.

Subsequent Payments

ADVANCE payments must be cleared before *any* payments will be approved.

This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following are required to request a waiver:

1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.
2. A statement in the letter that the majority of ADVANCED funds has been cleared.
3. A payment schedule with month by month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

Acquisition Advance into Escrow

Payment Type	When to Request	Documents to Send
ADVANCES up to 100% of the GRANT and MATCH amounts	After the contract is encumbered and escrow is open	See following instructions 1. Escrow letter 2. Title report cover page 3. Payment request form

The following items are required to request an ADVANCE payment into escrow:

1. A letter on the GRANTEE’s letterhead, addressing all of the following elements, and signed by the GRANTEE’s AUTHORIZED REPRESENTATIVE:

- a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
 - b) Copy of the property appraisal and written concurrence (page 14).
 - c) GRANT contract number and amount of GRANT funds requested.
 - d) A statement by the GRANTEE that “the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the PROJECT SCOPE and fulfillment of the contract provisions.”
 - e) A statement by the GRANTEE that “all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the acquisition of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds.” In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Cover page of the preliminary title report.
 3. Payment Request Form. The “Send Warrant To” item 7 on the Payment Request Form must be completed using the title company’s or escrow holder’s name, mailing address, and contact person (see page 35).

After approval by OGALS, the payment will be mailed by the State Controller’s Office to the designated escrow company within approximately 30 working days.

Returning Unexpended Advanced Funds for Acquisition

If all or a portion of GRANT funds ADVANCED to the title or escrow company are not expended, the unused portion of the ADVANCED funds must be returned to OGALS within 60 days after completion of the acquisitions), within 60 days of the acquisition withdrawal, or within 60 days after the end of the GRANT PERFORMANCE PERIOD, *whichever is earliest*.

Per Capita Contract



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Sample Grant Contract
Per Capita Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)				
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION		
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER		
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE
T.B.A. NO.	B.R. NO.	INDEX	Funding Source	FISCAL YEAR
				OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
SIGNATURE OF ACCOUNTING OFFICER			DATE	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [grantee name] (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after

STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Grant Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Procedural Guide

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

N. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

O. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

Accounting and Audits

Accounting Requirements

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, timecards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (IN-HOUSE EMPLOYEE SERVICES)

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

State Audit

Grants are subject to audit by DPR. All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

The GRANTEE must provide the following when an audit date and time has been confirmed by DPR:

- All PROJECT records, including the source documents and cancelled warrants, books, papers, accounts, time sheets, or other records listed in the Audit Checklist or requested by DPR.
- An employee having knowledge of the PROJECT and its records to assist the DPR auditor.

Record Keeping Recommendation

GRANTEES are encouraged to keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.

Contact the DPR Audits Office at (916) 657-0370 for questions about these requirements.

Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT completion. The GRANTEE must retain and make available all PROJECT related records for five years following PROJECT termination or final payment of GRANT funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, contact the State Department of Parks and Recreation Audits Office at (916) 657-0370.

CONTRACTS

- Summary list of bidders (including individual bid packages)
- Recommendation by reviewer of bids
- Award by governing body (minutes of the meeting/resolution)
- Construction contract agreement
- Contract bonds (bid, performance, payment)
- Contract change orders
- Contractor's progress billings
- Payments to contractor (cancelled checks/warrants, bank statements, EFT receipts**)
- Stop Notices (filed by sub-contractors and release if applicable)
- Liquidated damages (claimed against the contractor)
- Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

- Authorization/work order identifying project
- Daily time sheets signed by employee and supervisor
- Hourly rate (salary schedules/payroll register)
- Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

- Authorization/work order
- Daily time records identifying the project site
- Hourly rate related backup documents

MINOR CONTRACTS/ MATERIALS/ SERVICES/EQUIPMENT RENTALS

- Purchase orders/Contracts/Service Agreements
- Invoices
- Payments (cancelled checks/warrants, bank statements and EFT receipts **)

ACQUISITION

- Appraisal Report
 - Did the owner accompany the appraiser?
 - 10 year history
- Statement of just compensation (signed by seller)
- Statement of difference (if purchased above appraisal)
- Waiver of just compensation (if purchased below appraisal: signed by seller)
- Final Escrow Closing Statement
- Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]
- GRANT deed (vested to the participant) or final order of condemnation
- Title insurance policy (issued to participant)
- Relocation documents
- Income (rental, grazing, sale of improvements, etc.)

INTEREST

- Schedule of interest earned on State funds advanced (Interest on grant advances is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.)

AGREEMENT/CONTRACTS

- Leases, agreements, etc., pertaining to developed/acquired property
- Proof of insurance pertaining to developed/acquired property

** Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.*

*** Front and back if copied.*

References

Public Resources Code relating to the Proposition 68 Per Capita program

80000.

This division shall be known, and may be cited, as the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.

80001.

(b) It is the intent of the people of California that all of the following shall occur in the implementation of this division:

- (3) To the extent practicable, a project that receives moneys pursuant to this division will include signage informing the public that the project received funds from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.
- (5) To the extent practicable, a project that receives moneys pursuant to this division will provide workforce education and training, contractor, and job opportunities for disadvantaged communities.
- (7) To the extent practicable, administering entities should measure or require measurement of greenhouse gas emissions reductions and carbon sequestrations associated with projects that receive moneys pursuant to this division.
- (8) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the public agencies that receive funds pursuant to this division will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.

80002.

(d) "Department" means the Department of Parks and Recreation.

(n) "Severely disadvantaged community" means a community with a median household income less than 60 percent of the statewide average.

80020.

Moneys allocated pursuant to this division shall not be used to fulfill any mitigation requirements imposed by law.

CHAPTER 3.

80060.

For purposes of this chapter, "district" means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5, any recreation and park district formed pursuant to Chapter 4 (commencing with §5780) of Division 5, or any authority formed pursuant to Division 26 (commencing with §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, "district" also means any other entity, including, but not limited to, a district operating multiple-use parklands pursuant to Division 20 (commencing with §71000) of the Water Code.

80061.

- (a) The sum of two hundred million dollars (\$200,000,000) shall be available to the department, upon appropriation by the Legislature, for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients shall be encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors.
- (b) The sum of fifteen million dollars (\$15,000,000) shall be available to the department, upon appropriation by the Legislature, for grants to cities and districts in urbanized counties providing park and recreation services within jurisdictions of 200,000 or less in population. For purposes of this subdivision, "urbanized county" means a county with a population of 500,000 or more. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under subdivision (a).
- (c) Unless the project has been identified as serving a severely disadvantaged community, an entity that receives an award pursuant to this section shall be required to provide a match of 20 percent as a local share.

80062.

- (a)(1) The department shall allocate 60 percent of the funds available pursuant to subdivision (a) of Section 80061 to cities and districts, other than a regional park district, regional park and open-space district, open-space authority, or regional open-space district. Each city's and district's allocation shall be in the same ratio as the city's or district's population is to the combined total of the state's population that is included in incorporated and unincorporated areas within the county, except that each city or district shall be entitled to a minimum allocation of two hundred thousand dollars (\$200,000). If the boundary of a city overlaps the boundary of a district, the population in the overlapping area shall be attributed to each jurisdiction in proportion to the extent to which each operates and manages parks and recreational areas and facilities for that population. If the boundary of a city overlaps the boundary of a district, and in the area of overlap the city does not operate and manage parks and recreational areas and facilities, all grant funds for that area shall be allocated to the district.

- (2) On or before April 1, 2020, a city and a district that are subject to paragraph (1), and whose boundaries overlap, shall collaboratively develop and submit to the department a specific plan for allocating the grant funds in accordance with the formula specified in paragraph (1). If, by that date, the plan has not been developed and submitted to the department, the director shall determine the allocation of the grant funds between the affected jurisdictions.
- (b)(1) The department shall allocate 40 percent of the funds available pursuant to subdivision (a) of §80061 to counties and regional park districts, regional park and open-space districts, open-space authorities formed pursuant to Division 26 (commencing with §35100), and regional open-space districts formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5.
 - (2) Each county's allocation under paragraph (1) shall be in the same ratio that the county's population is to the total state population, except that each county shall be entitled to a minimum allocation of four hundred thousand dollars (\$400,000).
 - (3) In any county that embraces all or part of the territory of a regional park district, regional park and open-space district, open-space authority, or regional open-space district, and whose board of directors is not the county board of supervisors, the amount allocated to the county shall be apportioned between that district and the county in proportion to the population of the county that is included within the territory of the district and the population of the county that is outside the territory of the district.
- (c) For the purpose of making the calculations required by this section, population shall be determined by the department, in cooperation with the Department of Finance, on the basis of the most recent verifiable census data and other verifiable population data that the department may require to be furnished by the applicant city, county, or district.
- (d) The Legislature intends all recipients of funds pursuant to subdivision (a) of §80061 to use those funds to supplement local revenues in existence on the effective date of the act adding this division. To receive an allocation pursuant to subdivision (a) of §80061, the recipient shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. For purposes of this subdivision, the Controller may request fiscal data from recipients for the preceding three fiscal years. Each recipient shall furnish the data to the Controller no later than 120 days after receiving the request from the Controller.

80063.

- (a) The director of the department shall prepare and adopt criteria and procedures for evaluating applications for grants allocated pursuant to subdivision (a) of §80061. The application shall be accompanied by certification that the project is consistent with the park and recreation element of the applicable city or county general plan or the district park recreation plan, as the case may be.
- (b) To utilize available grant funds as effectively as possible, overlapping and adjoining jurisdictions and applicants with similar objectives are encouraged to combine projects and submit a joint application. A recipient may allocate all or a portion of its per capita share for a regional or state project.

Allocation Tables

Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at www.parks.ca.gov/percapita for allocations.

Allocation Transfer

Entities that receive an allocation under the Per Capita program may transfer all or part of that allocation to another eligible entity, provided that the following requirements are met:

1. All required documentation must be submitted no later than six months from the end of the encumbrance period.
2. The transferring agency must submit a resolution authorizing the transfer of the allocation. The resolution must name the recipient entity and the transferred amount.⁶
3. The recipient must be eligible to receive Per Capita funds.
4. The recipient must have submitted the authorizing resolution shown on page 7.
5. The recipient must submit a resolution authorizing the receipt of funds; the resolution must state the donor and the transferred amount.

⁶ Please contact OGALS for sample transfer and recipient resolutions.

Definitions

Capitalized words and terms used in this guide are defined below.

ADVANCE – payment made to the GRANTEE for work that will occur in the future or work that has already occurred during the GRANT PERFORMANCE PERIOD and has not been paid for by the GRANTEE.

APPLICATION PACKET – the Application form and its required attachments described in the Application Checklist and Directions beginning on page 10.

AUTHORIZED REPRESENTATIVE – the GRANTEE’S designated position authorized in the Resolution to sign all required GRANT documents.

CEQA – the California Environmental Quality Act established policies and procedures requiring GRANTEES to identify, disclose to decision makers and the public, and attempt to lessen, significant impacts to environmental and historical resources that may occur as a result of the GRANTEE’S proposed PROJECT. (Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq.)

CONSTRUCTION COSTS – costs incurred starting with the date when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

CONTRACT PERFORMANCE PERIOD – the amount of time stated on the contract agreement, specifying the performance of the contractual grant obligations between the GRANTEE and DPR.

DEVELOPMENT – construction, expansion, or renovation.

DPR – the California Department of Parks and Recreation.

GRANT – funds made available to a GRANTEE for completion of the PROJECT SCOPE(s) during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a fully executed contract with DPR.

GRANT PERFORMANCE PERIOD – period of time that eligible costs may be incurred by the GRANTEE and paid for by DPR, as specified in the fully executed contract.

IN-HOUSE EMPLOYEE SERVICES – use of the GRANTEE’S employees working on the PROJECT SCOPE.

OGALS – DPR’s Office of Grants and Local Services.

PRE-CONSTRUCTION COSTS – costs incurred within the GRANT PERFORMANCE PERIOD for the planning, design, and permit phase of the PROJECT before construction can begin.

PROJECT – the SCOPE as described in the APPLICATION PACKET to be completed with GRANT funds.

PROJECT COMPLETION – when the PROJECT is complete and the facilities are open and useable by the public.

PROJECT COMPLETION PACKET – The documents listed on page 37 that are required in order to request final payment following PROJECT COMPLETION.

PROJECT OFFICER – an OGALS employee, who acts as a liaison with GRANTEES and administers GRANT funds, facilitates compliance with the Procedural Guide, and the GRANT contract.

SCOPE – the acquisition, recreation features, and major support amenities described in the APPLICATION PACKET that must be completed prior to final GRANT payment.

TOTAL PROJECT COST – the combined dollar amount of all funding sources used to complete the acquisition, or recreation features and major support amenities described in the APPLICATION PACKET.



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: September 8, 2020

SUBJECT: Consideration of Resolution to Continue the Local Emergency Due to COVID-19

PRESENTED BY: Mallory Crecelius, City Clerk

PREPARED BY: Brittany Roberto, Assistant City Attorney

RECOMMENDATION: Council adopt Resolution No. 2020-041.

RESOLUTION NO. 2020-041 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, DETERMINING THE NEED TO CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 20, 2020 AND PREVIOUSLY CONTINUED ON MAY 12, 2020 AND JULY 14, 2020

FISCAL IMPACT: The City may incur costs for the continued coordination, surveillance, communication and management of the COVID-19 local emergency, as well as related services and supplies. Staff will pursue Federal and State reimbursement for all City costs incurred.

BACKGROUND: On March 24, 2020, the City Council adopted Resolution 2020-009, ratifying Proclamation No. 2020-01 declaring the existence of a local emergency, which was issued by the Mayor acting in the capacity of Disaster Director. The local emergency is due to the novel coronavirus (COVID-19) pandemic. The City Council previously continued the local emergency on May 12, 2020 and July 14, 2020.

STAFF REPORT: The State of California has been in a State of Emergency due to the COVID-19 pandemic since March 4, 2020. Riverside County has had a local emergency in effect since March 8, 2020. Blythe’s local emergency has been in effect since March 20, 2020. On March 19, 2020, the Governor issued an Executive Order directing all individuals living in the State to stay home or at their place of residence except as needed to maintain continuity of operations of the federal infrastructure sectors (“Stay at Home Order”).

In mid-April, the Governor announced the State’s four-stage “Pandemic Roadmap,” which outlined a phased approach to reopening businesses and modifying the Stay at Home Order. Beginning in early May, the State permitted counties to obtain variances that would allow them to move more quickly through the reopening process if certain requirements were met. Throughout May and June, most counties in the State moved into Stage 3 of the Pandemic Roadmap, which allowed for the reopening of “higher-risk workplaces” such as movie theatres, religious services, and personal care services.

On July 1, 2020, following a surge in cases, the Governor ordered the immediate closure of indoor operations for restaurants, movie theaters, family entertainment centers, zoos, museums and cardrooms in 19 counties, including Riverside County, and the closure of all brewpubs, breweries, bars, and pubs, both indoors and outdoors, subject to certain exceptions.

On August 28, 2020, the State released the “Blueprint for a Safer Economy,” which replaces the County Monitoring List for determining what businesses can and cannot open and includes a color-coded, tiered system. Under the new framework, each county in the State is assigned a tier based on its case rate and test positivity rate. There are four (4) tiers: purple (widespread), red (substantial), orange (moderate), and yellow (minimal). Counties must remain in a tier for at least three (3) weeks. As of September 3, 2020, Riverside County was in the purple tier. In the purple tier, certain businesses and activities may open indoor operations with modifications, including retail businesses and shopping centers at a maximum 25% capacity. Hair salons and barbershops may also open indoor operations with modifications. The State has published a chart depicting the Blueprint for a Safer Economy framework and the permissible activities within each tier. The chart is included with this report as Attachment 1.

On September 2, 2020, the California Department of Public Health (CDPH) reported there were 712,052 confirmed cases of COVID-19 in California. As of the same date, the Riverside County Department of Public Health reported there were 53,306 confirmed cases in the County. The County reported there were 342 confirmed cases in Blythe as of September 2, 2020. Health officials expect the number of cases in California, the United States and worldwide to continue to increase.

Since the Mayor’s proclamation of the existence of a local emergency due to the COVID-19 pandemic, staff at all levels of the City have been engaged in responding to the emergency. It is essential that the City continue to provide basic services and provide for continuity of services over the long-term. Staff is requesting that the City Council continue the local emergency.

ATTACHMENTS:

1. State’s Chart Depicting Blueprint Framework and Activities
2. Resolution No. 2020-041

RESOLUTION NO. 2020-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, DETERMINING THE NEED TO CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 20, 2020 AND PREVIOUSLY CONTINUED ON MAY 12, 2020 AND JULY 14, 2020

WHEREAS, the California Emergency Services Act (Government Code Section 8550 et seq.) authorizes the City Council, or an official designated by ordinance adopted by the City Council, to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, Blythe Municipal Code Section 2.52.120 empowers the Mayor, as the Disaster Director, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, on March 20, 2020, the Mayor declared a local emergency as authorized by Government Code Section 8630(a) and Blythe Municipal Code Section 2.52.120(A)(2) through Proclamation No. 2020-01 due to the COVID-19 pandemic; and

WHEREAS, on March 24, 2020, the City Council adopted Resolution No. 2020-009, ratifying the Mayor's proclamation as required by Government Code Section 8630(b) and Blythe Municipal Code Section 2.52.120(A)(2); and

WHEREAS, at the time the City Council ratified the proclamation, the World Health Organization (WHO) reported, as of March 18, 2020, 191,127 confirmed cases of COVID-19 globally, 7,807 of which resulted in death. As of September 3, 2020, the WHO reported 25,842,652 confirmed cases globally, 858,629 of which resulted in death; and

WHEREAS, at the time the City Council ratified the proclamation, the California Department of Public Health (CDPH) reported that, as of March 18, 2020, there were 598 confirmed cases of COVID-19 in California, 13 of which resulted in death. On September 2, 2020, CDPH reported there were 712,052 confirmed cases in California, 13,163 of which resulted in death; and

WHEREAS, at the time the City Council ratified the proclamation, the Riverside County Department of Public Health ("Riverside County Health Department") reported that, as of March 17, 2020, Riverside County had 16 confirmed cases, including three (3) deaths. As of September 2, 2020, the Riverside County Health Department reported 53,306 confirmed cases, 1,033 of which resulted in death; and

WHEREAS, as of September 2, 2020, the Riverside County Health Department reported 342 confirmed cases in the City of Blythe, four (4) of which resulted in death; and

WHEREAS, health officials expect the number of cases in California, the United States, and worldwide to continue to increase; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 2020-016, determining there was a need to continue the local emergency; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 2020-033, determining there was a need to continue the local emergency; and

WHEREAS, the City Council has reviewed the need for continuing the local emergency; and

WHEREAS, the City Council finds that the conditions resulting from the COVID-19 emergency are still beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council has reviewed the need for continuing the local emergency, and determines, based on the foregoing recitals, that there is a need to continue the local emergency.

SECTION 2. This local emergency shall continue to exist until the City Council proclaims the termination of the local emergency. The City Council shall review the need for continuing the local emergency in the manner required by law.

PASSED, APPROVED AND ADOPTED this 8th day of September, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Dale Reynolds, Mayor

ATTEST:

Mallory Crecelius, City Clerk

(SEAL)

SECTORS	Widespread Tier 1	Substantial Tier 2	Moderate Tier 3	Minimal Tier 4
Critical Infrastructure	Open with modifications	Open with modifications	Open with modifications	Open with modifications
Limited Services	Open with modifications	Open with modifications	Open with modifications	Open with modifications
Hair Salons & Barbershops	Open Indoors with modifications	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications
All Retail (including critical infrastructure, except standalone grocers)	Open Indoors with modifications • Max 25% capacity	Open Indoors with modifications • Max 50% capacity	Open Indoors with modifications	Open Indoors with modifications

SECTORS	Widespread Tier 1	Substantial Tier 2	Moderate Tier 3	Minimal Tier 4
Shopping Centers (Malls, Destination Centers, Swap Meets)	Open Indoors with modifications <ul style="list-style-type: none"> • Max 25% capacity • Closed common areas • Closed food courts 	Open indoors with modifications <ul style="list-style-type: none"> • Max 50% capacity • Closed common areas • Reduced capacity food courts (see restaurants) 	Open indoors with modifications <ul style="list-style-type: none"> • Closed common areas • Reduced capacity food courts (see restaurants) 	Open Indoors with modifications <ul style="list-style-type: none"> • Reduced capacity food courts (see restaurants)
Personal Care Services	Outdoor Only with modifications	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications
Museums, Zoos, and aquariums	Outdoor Only with modifications	Open indoors with modifications <ul style="list-style-type: none"> • Indoor activities max 25% capacity 	Open indoors with modifications <ul style="list-style-type: none"> • Indoor activities max 50% capacity 	Open indoors with modifications

SECTORS	Widespread Tier 1	Substantial Tier 2	Moderate Tier 3	Minimal Tier 4
Places of Worship	Outdoor Only with modifications	Open indoors with modifications • Max 25% capacity or 100 people, whichever is fewer	Open indoors with modifications • Max 50% capacity or 200 people, whichever is fewer	Open indoors with modifications • Max 50% capacity
Movie theaters	Outdoor Only with modifications	Open Indoors with modifications • Max 25% capacity or 100 people, whichever is fewer	Open indoors with modifications • Max 50% capacity or 200 people, whichever is fewer	Open indoors with modifications • Max 50% capacity
Hotels and lodging	Open with modifications	Open with modifications • +Fitness centers (+10%)	Open with modifications • +Fitness centers (+25%) • +Indoor pools	Open with modifications: • +Fitness Centers (50%) • +Spa facilities etc
Gyms and Fitness Centers	Outdoor Only with modifications	Open indoors with modifications • Max 10% capacity	Open indoors with modifications • Max 25% capacity • +indoor pools	Open indoors with modifications • +Saunas • +Spas • +Steam rooms • Max 50% capacity

SECTORS	Widespread Tier 1	Substantial Tier 2	Moderate Tier 3	Minimal Tier 4
Restaurants	Outdoor Only with modifications	Open indoors with modifications • Max 25% capacity or 100 people, whichever is fewer	Open indoors with modifications • Max 50% capacity or 200 people, whichever is fewer	Open indoors with modifications • Max 50% capacity
Wineries	Outdoor Only with modifications	Outdoor Only with modifications	Open indoors with modifications • Max 25% capacity indoors, or 100 people, whichever is fewer	Open indoors with modifications • Max 50% capacity or 200 people indoors, whichever is fewer
Bars, Breweries, and Distilleries (where no meal provided) (follow restaurants where meal is provided)	Closed	Closed	Open Outdoors with modifications	Open indoors with modifications • Max 50% capacity
Family Entertainment Centers	Outdoor Only with modifications e.g. • Kart Racing • Mini Golf • Batting Cages	Outdoor Only with modifications e.g. • Kart Racing • Mini Golf • Batting Cages	Open Indoors for naturally distanced activities with modifications • Max 25% capacity • Bowling Alleys • Climbing Walls	Open indoors for activities with increased risk of proximity and mixing with modifications • Max 50% capacity • Arcade Games • Ice and roller skating • Indoor playgrounds

SECTORS	Widespread Tier 1	Substantial* Tier 2	Moderate Tier 3	Minimal Tier 4
Cardrooms, Satellite Wagering	Outdoor Only with modifications	Outdoor Only with modifications	Open indoors with modifications • Max 25% capacity	Open indoors with modifications • Max 50% capacity
Offices	Remote	Remote	Open indoors with modifications • Encourage telework	Open indoors with modifications • Encourage telework
Professional sports	Open • Without live audiences • With modifications	Open • Without live audiences • With modifications	Open • Without live audiences • With modifications	Open • Without live audiences • With modifications



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: September 8, 2020

SUBJECT: Annual CPI Increase- User Fees

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: Receive and file the annual report on the City's User Fees.

FISCAL IMPACT: At or close to full cost recovery for services provided by the City.

BACKGROUND: In July 2018 Council awarded a Full Cost Allocation Plan and User Fee Study to Willdan Financial Services. Staff worked with Willdan to determine the full cost incurred by the City to support various activities for which the City charges user fees. The goal of the study was to gain 100% full cost recovery, so the General Fund is not supporting services that benefit individuals vs. those that benefit the community as a whole. Modest fee increases were proposed for most City Departments. During the study it was determined the Building Department was providing services well below cost and was being heavily subsidized by the General Fund. To bring the Department close to 100% full cost recovery, the Council adopted a five-year smoothing plan for permit fees.

Council adopted Resolution No. 2019-008 on May 14, 2019 with the fees effective as of July 1, 2019. An annual CPI inflator for all Departments with the exception of Parks, Recreation Center, and the Community Center was adopted as part of the Resolution. The CPI ensures modest increases annually, to avoid a long period of time with no fee increases followed by a significant increase. Prior to the 2019 User Fee Study, a majority of the City's fees had not been increased since the 1990's with some departments implementing modest fee increases in 2008 and 2009.

STAFF REPORT: In accordance with Resolution No. 2019-008 a CPI Increase of 2.9% was applied to the City's User Fee Schedule. The CPI may be applied if necessary to provide the cost of providing the service for which the fee is charged. It was determined a CPI was not needed to recover the cost of service for some Public Works fees. Every fee will be reviewed on an annual basis to determine if the CPI shall be applied each year. The CPI increase went into effect as of September 1, 2020. The City Manager is authorized to implement the annual increase administratively and present the increased fees to the City Council as an informational item.

ATTACHMENTS:

1. FY 2020/21 City of Blythe User Fees

Administrative

#	Description	Unit	Notes	July 15, 2019 Fee	July 1, 2020 Fee
1	Returned check fee		Resolution 05-954	20.00	20.00
2	Copies of reports on 8 1/2 by 11 paper	per page	Government Code Section 26831	0.30	0.30
	Penalty per violation: Code Enforcement; Building; Police; Fire				
3	First Violation			100.00	100.00
4	Second Violation			200.00	200.00
5	Third and subsequent violations			500.00	500.00
6	Administrative hearing contesting citation - Filing Fee		City Clerk	50.00	51.00
7	Business listing (all) printed			10.00	10.00
8	Appeals Fee			300.00	309.00
9	Agenda Fee	per year		120.00	123.00
10	Electronic copy rate			0.10	0.10
11	Ordinance Revision Request			350.00	360.00

Cannabis Fees					
#	Description	Unit	Notes	July 15, 2019 Fee	Sept 1, 2020 Fee
1	Phase 1	per applicant		3,700.00	3,807.00
2	Phase 2	per applicant		1,208.00	1,243.00
3	Phase 3	per applicant		1,250.00	1,286.00
4	Phase 4	per applicant		1,700.00	1,749.00
5	Zoning Verification Letter			122.23	126.00
6	LiveScan			140.00	144.00
7	Additional Reviews of Cannabis Applications -fail to advance			500.00	515.00

Parks Department - NO INCREASE PER RESOLUTION 09-832

#	Description	Unit	Notes	July 15, 2019 Fee	Sept 1, 2020 Fee
1	Day Use Parking with Boat Launch	day		12.00	12.00
2	Day Use Parking	day		5.00	5.00
3	Boat Launch Only (off site parking)	day		5.00	5.00
4	Annual Day Use with Boat Launch	per year	Fiscal Year July 1-June 30	150.00	150.00

Recreation Department - NO INCREASE PER RESOLUTION

#	Description	Unit	Notes	July 15, 2019 Fee	Sept 1, 2020 Fee
1	Daily - Under 17			2.00	2.00
2	Monthly - Under 17			15.00	15.00
3	Quarterly - Under 17			35.00	35.00
4	Yearly - Under 17			100.00	100.00
5	Daily - Over 17			3.00	3.00
6	Monthly - Over 17			30.00	30.00
7	Quarterly - Over 17			75.00	75.00
8	Yearly - Over 17			240.00	240.00
Monthly Family Package					
9	1st Adult		Resolution 2019-025 08/13/19	30.00	30.00
10	Additional Adult		Resolution 2019-025 08/13/19	25.00	25.00
11	Additional Child		Resolution 2019-025 08/13/19	15.00	15.00
Quarterly Family Package					
12	1st Adult		Resolution 2019-025 08/13/19	75.00	75.00
13	Additional Adult		Resolution 2019-025 08/13/19	55.00	55.00
14	Additional Child		Resolution 2019-025 08/13/19	30.00	30.00
Yearly Family Package					
15	1st Adult		Resolution 2019-025 08/13/19	240.00	240.00
16	Additional Adult		Resolution 2019-025 08/13/19	215.00	215.00
17	Additional Child		Resolution 2019-025 08/13/19	75.00	75.00
Center-Rental Fees					
18	Full Use of Center	hour		80.00	80.00
19	Use of Center w/out Gym Access	hour		45.00	45.00
20	Use of Gym Only	hour		45.00	45.00
21	Labor Fee			50.00	50.00
22	Cleaning / Damage		Deposit	125.00	125.00
23	Holiday Rate		Full Rental + fee to cover staff time		

Community Center - NO INCREASE PER RESOLUTION

#	Description	Unit	Notes	July 15, 2019 Fee	Sept 1, 2020 Fee
1	Auditorium	hour	New fee per use	500.00	500.00
2	Cleaning / Damage		Deposit	150.00	150.00
3	Labor / Custodian Service			100.00	100.00
4	Kitchen			50.00	50.00
5	Reservation Deposit			50.00	50.00

Planning				July 15, 2019	Sept 1, 2020 Fee
#	Description	Unit	Notes	Fee	
	Annexation(s)				
1	Annexation Filing Fee (City) ¹	deposit		3,500.00	3,500.00
2	LAFCo and State Annexation Fee(s) ¹	deposit		Cost	Cost
3	Annexation Environmental Document ¹	deposit		Cost+10%	Cost+10%
	Discretionary Projects				
4	Tentative Parcel Map ^{1,5}			2,350.00	2,418.00
5	Tentative Tract Map ^{1,5}	deposit	New fee + deposit	2,200.00	2,264.00
6	Final Map ^{1,5}			1,830.00	1,883.00
7	Final Tract Map ^{1,5}			2,594.00	2,669.00
8	Additional Sheet			750.00	771.00
9	Revised, Extended or Amended Map ¹			593.00	610.00
10	Change of Zone / General Plan Amendment (Map)			2,630.00	2,706.00
11	Zoning Ordinance Text Amendment			2,470.00	2,542.00
12	General Plan Text Amendment			3,410.00	3,509.00
13	Conditional Use Permit ⁵			1,390.00	1,430.00
14	Site Plan Approval ⁶			3,600.00	3,704.00
15	Planned development ^{2,5}	deposit		2,500.00	2,500.00
16	Specific Plan ^{2,3,5}	deposit		2,500.00	2,500.00
17	Major Variance ⁵			1,270.00	1,307.00
	Environmental Documents Applies to all Discretionary Projects				
18	IS/ Neg. Dec./Mitigated Neg. Dec. ^{1,5,7,8}		New fee = +15% admin	Deposit	Deposit
19	Mitigated Negative Declaration ¹	deposit	New fee = +15% admin	Deposit	Deposit
20	Environmental Impact Report ^{1,5}	deposit	New fee = +15% admin	Deposit	Deposit
	Environmental Document Filing Fee				
21	Notice of Exemption with No Impact Finding ¹			Set by State CA	Set by State CA
22	Negative Declaration/Mitigated Negative Declaration ¹			Set by State CA	Set by State CA
23	Environmental Impact Report ¹			Set by State CA	Set by State CA
	Administrative Applications				
24	Lot Line Adjustments ⁷			300.00	309.00
25	Parcel Merger			300.00	309.00
26	Minor Variance ⁴			510.00	525.00
27	Certificate of Compliance ^{1,7}			510.00	525.00
28	Project Research/Map Preparation	per hour		98.92	102.00
29	Temporary Use Permit -valid 1 year			200.00	206.00
	Miscellaneous Planning				
30	Planning Sign Permit (One Sign)			98.00	101.00
31	Planning Sign Permit (Two or More Signs)			148.00	152.00
32	Large Family Day Care			296.00	305.00
33	Verification of Zoning Letter			140.00	144.00
34	Tax Credit Allocation Committee Forms			55.00	57.00
35	Letter of Convenience & Necessity			790.00	813.00
36	Minor Plan Check (fence, patio, room addition, etc.)			24.00	25.00
37	Major Plan Check (SFR, MFR, Commercial/Industrial)			49.00	50.00
38	Sidewalk Encroachment			314.00	323.00
39	Appeal to City Council			460.00	473.00
40	Project Review Committee Letter			500.00	515.00
41	Project Review Committee w/ Meeting & Letter			1,200.00	1,235.00
42	Cardroom Application	deposit		Deposit	Deposit
	Documents / Maps				
43	General Plan			65.00	67.00
44	Zoning Ordinance			60.00	62.00
45	General Plan/ Zoning Map			50.00	51.00
46	Colorado River Corridor Plan			12.00	12.00
47	Colorado River Corridor Plan Map			50.00	51.00
48	Quechan Park Master Plan			10.00	10.00
49	Downtown Design Guidelines - Color			50.00	51.00
50	Downtown Design Guidelines - Black & White			25.00	26.00
51	Housing Element			20.00	21.00
52	Area Wide Housing Study (2002)			20.00	21.00
53	Transportation Master Plan			30.00	31.00
54	CD of documents available electronically			15.00	15.00

Notes:

1. Fees shown do not include engineering costs.
2. Exclusive of General Plan Amendment, if required.
3. Exclusive of Zone Change, if required.
4. Administrative approval only.
5. Discretionary approval required.
6. Does not include minor plot plan approval.
7. Does not include recording fees.
8. Does not include special surveys or studies that may be required (i.e. traffic, biological...)
For any user fee service request that is outside the scope, or for services for which there is no fee currently set, the City can charge up to the full cost of the FBHR for personnel involved.

Police					
#	Description	Unit	Notes	July 15, 2019 Fee	Sept 1, 2020 Fee
	Parking Fees				
1	Improper Parking Prohibited		22500 (a-h,j,k)	50.00	50.00
2	Improper parking in bus zone		22500 (i)	250.00	250.00
3	Improper parking in a Wheelchair Access		22500(L)	325.00	325.00
4	Parking or Standing in Designated Fire Lane		22500.1	50.00	50.00
5	Restricted Parallel/ One-way Street Parking		22502(a,e)	50.00	50.00
6	Unauthorized Parking or Standing on State Highway		22502(b)	50.00	50.00
7	Parking/Blocking Space for Disabled Prohibited		22507.8 (a-b)	375.00	375.00
8	Straddling Lines of Parking Stall, including disabled		22507.8(c)(1-2)	350.00	350.00
9	Parking Within 15 feet of Fire Hydrant		22514	50.00	50.00
10	Unattended Vehicle Requirements		22515(a,b)	50.00	50.00
11	Parking On Freeway with Restricted Access		22522	50.00	50.00
12	Parking Near Sidewalk Access Ramp Prohibited		22522	375.00	375.00
13	Blocking Intersection (Gridlock) Prohibited		22526(a,b)	100.00	100.00
14	Parking Lot- Street and Alley Parking		22951	50.00	50.00
15	Parking On Bridge Restricted		23333	50.00	50.00
16	Dimmed Lights on Parked Vehicle Required		24401	50.00	50.00
17	Warning Device on Parked Vehicles Specified		25300(c)	50.00	50.00
	Fees				
18	Dog License - Non-Spayed/Neutered Dogs			45.00	46.00
19	Dog License - Spayed/Neutered Dog- 1 Year License			12.00	12.00
20	Dog License - Spayed/Neutered Dog - 2 Year License			22.00	23.00
21	Dog License - Spayed/Neutered Dog- 3 Year License			30.00	31.00
22	Dog License - Sr. Citizen w/Spay/Neuter Dog			4.00	4.00
23	Dog License - Late Fee or Replacement Tag			7.00	7.00
24	Bicycle License - Initial			7.00	7.00
25	Bicycle License - License Renewal			3.00	3.00
26	Report Copies	page		0.30	0.30
27	Copies/Research/Etc - Clearance Letters			22.00	21.00
28	Copies/Research/Etc - Subpeona Deuces Tecum Admin Fee		Plus copy fees, photo fees, etc	25.00	26.00
29	Copies/Research/Etc - Photographs		Plus cost of developing or printing	22.00	21.00
30	Records Research/Surveillance - Minimum			30.00	31.00
31	Records Research/Surveillance - Additional Per Hour			60.00	62.00
32	Records Research/Surveillance - Copies/Shipping			As Applicable	As Applicable
33	Alarm Permit - Initial			60.00	62.00
34	Alarm Permit - Suspension Reinstatement			100.00	103.00
35	Alarm Permit - Revocation Reinstatement			175.00	180.00
36	Concealed Weapons Permit - Initial Weapons Permit Fee			75.00	77.00
37	Concealed Weapons Permit - Plus F/P and DOJ Fee			As Applicable	As Applicable
38	FingerPrint Rolling Fee - Ink Cards or Livescan			19.00	20.00
39	Vehicle Release Fee			120.00	123.00
40	Vehicle Repo Fee			15.00	16.00
41	Vin Verification Fee	vehicle		37.00	38.00
42	Citation Sign Off Fee	citation		20.00	21.00
43	Car Seat Fee	donation		As Applicable	As Applicable
44	Firearms TRO Safekeeping - Initial Storage Fee		Plus \$5 per day after initial day	100.00	103.00
45	Cardroom Permit - Initial: Fingerprint Fee & DOJ Fees			As Applicable	As Applicable
46	Cardroom Permit - Cardroom Permit Fee (upon receipt of F/P Check)			42.00	43.00
47	Cardroom Permit - Annual Renewal Fee			23.00	24.00
48	Taxi Driver Permit - Initial: Fingerprint Fee & DOJ Fees			As Applicable	As Applicable
49	Taxi Driver Permit - Taxi Permit Fee (upon receipt of F/P Check)			37.00	38.00
50	Taxi Driver Permit - Annual Renewal Fee			15.00	16.00
51	Security Fees - Police Officer	hour		83.00	85.00
52	Security Fees - Corporal	hour		110.00	113.00
53	Security Fees - Sergeant	hour		145.00	149.00
54	Solicitor's Permit			40.00	41.00
55	Solicitor's Permit Replacement			5.00	5.00
56	DOJ Fees			As Applicable	As Applicable
57	Misc Charges/Services			As Applicable	As Applicable
58	Potentially Dangerous Dog License			165.00	170.00
59	ABC License Review			50.00	51.00
60	Concealed Weapons Permit - Biennial Renewal Fee			74.00	76.00

Public Works					
#	Description	Unit	Notes	July 15, 2019 Fee	Sept 1, 2020 Fee
	Water Connection				
1	Residential	per unit		650.00	669.00
2	Commercial	per connection		650.00	669.00
3	Mobile Home Parks	per unit		650.00	669.00
4	Recreational Vehicle Parks	per space		400.00	412.00
	Water Meter Installation *				
5	3/4" Meter by City			3,500.00	3,602.00
6	1" Meter by City			3,700.00	3,807.00
7	1 1/2" Meter by City			5,250.00	5,402.00
8	2" Meter by City			6,200.00	6,380.00
9	3" and up Meter by City			per order	per order
	Fees include trench, tap, corp stop, curb stop, meter box, about 30' of pipe and patch back.				
	Service and Deposit Fees				
	Service Deposit - Residential/Commercial			135/340	135/340
	Fee for Reconnect - During crew working hours			35.00	36.00
	Fee for Reconnect - Requiring call out 2 hours or less		\$160 Base Fee & Hrly After 2hr Min.	160.00	165.00
	Fee for Reconnect - Each additional hour or portion thereof over 2			80.00	82.00
	Waste Water Treatment Plant Capacity Fee				
	Residential	per unit		1,300.00	1,300.00
	Mobile Home Park	per space		1,300.00	1,300.00
	Bars	each		4,800.00	4,800.00
	Retail Store	each		3,000.00	3,000.00
	Motels	per room		500.00	500.00
	Office	each		3,400.00	3,400.00
	Service Station	each		4,200.00	4,200.00
	Restaurants	per seat		300.00	300.00
	Organizations & Church's	each		2,500.00	2,500.00
	Laundromats	per washing machine		950.00	950.00
	Car Wash	each		8,400.00	8,400.00
	Schools/Colleges	per ADA		55.00	55.00
	Recreational Vehicle Parks	per space		750.00	750.00
	Sewer Connection - Developer Responsibility				
	Excavation Permit			Developer	Developer
	Plumbing Permit			Developer	Developer
	Water Production Facility Expansion Fees				
	Residential	per unit		1,500.00	1,500.00
	Commercial	per unit type		2,000.00	2,000.00
	Construction Water Fee - SFR	per unit	No one-time fee due to inactive projects or pro-longed use	50.00	50.00
	Construction Water Fee - MFR	per unit	No one-time fee due to inactive projects or pro-longed use	25.00	25.00
	In-House Plan Checks				
	All - Minor Construction	hour		215.00	215.00
	Grading Plans - Parcel size less than 15,000 SF	sheet		593.00	593.00
	Grading Plans - Parcel size 15,000 SF to 4 acres	sheet		879.00	879.00
	Grading Plans - Parcel size 4 acres or more	sheet		1,452.00	1,452.00
	Grading Plans ADDITIONAL PER SHEET CHARGE ON THE 4TH	sheet	50% varies according to size of project	50%	50%
	Improvement - Street Plans (Public and Private)	sheet		593.00	593.00
	Improvement - Street Plans (Public and Private) PER SHEET CHARGE	sheet		296.00	296.00
	Improvement - Traffic signing and striping plans	sheet		460.00	460.00
	Improvement - Traffic signing and striping plans PER SHEET CHARGE	sheet		230.00	230.00
	Improvement - Traffic signal and lighting plans	sheet		593.00	593.00
	Improvement - Traffic signal and lighting plans PER SHEET CHARGE ON	sheet		296.50	296.50
	Improvement - Sewer plans (Public and Private)	sheet		460.00	460.00
	Improvement - Sewer plans (Public and Private) PER SHEET CHARGE	sheet		230.00	230.00
	Improvement - Storm drain plans (non-RCFC and non-CVWD)	sheet		593.00	593.00
	Improvement - Storm drain plans (non-RCFC and non-CVWD) PER	sheet		296.50	296.50
	Improvement - Water plans (public and private)	sheet		593.00	593.00
	Improvement - Water plans (Public and Private) PER SHEET CHARGE	sheet		296.50	296.50
	In-House Plan Checks - Documents and Reports				
	Geotechnical Report	per hour	Min 1 hour	265.00	265.00
	Hydrology/Drainage Report	per hour	Min 4 hours	1,061.00	1,061.00
	SWPPP Report	per hour	Min 4 hours	1,061.00	1,061.00
	WQMP Report	per hour	Min 4 hours	1,061.00	1,061.00
	Domestic Water Demand Report	per hour	Min 1 hour	265.00	265.00
	Fire Flow Demand Report	per hour	Min 1 hour	265.00	265.00
	Other Technical Reports	per hour	Min 1 hour	265.00	265.00
	FAST TRACK PERFORMANCE			1.5 x Fee	1.5 x Fee
	Other Fees				
	Bacteriological Testing				
	Fire Flow Testing	per hydrant	Labor - 67 + 25 lab fee per test	160.00	160.00
	Miscellaneous Services				
	Installation and Removal of Banners (Covers one (1) placement and Letter Sized Copies (8.5"x11") (Reports, Stds, etc)	per event		400.00	400.00
	Public Documents (8.5"x11") Per Sheet (Agendas, etc.)	per sheet		0.30	0.30
	Plan Sheet Copy Services (24"x36") Per Sheet	per sheet		10.00	10.00
	Standard Specifications & Drawings Per Each (Bound Copy)	each		30.00	30.00
	Electronic Message Sign 1-14 days	per day		5.00	5.00
	RV Dump				
	Per dump of recreation vehicle waste or portable recreational waste			7.00	7.00
	Per agriculture porta potty disposal			7.00	7.00

Engineering				
ARCHITECTURAL REVIEW				
CODES, COVENANTS & RESTRICTION (CC&Rs)			1,050.00	1,050.00
SPECIFIC PLAN & PLANNED DEVELOPMENT				
PRELIMINARY DEVELOPMENT PLAN (5 ACRES OR UNDER)			1,450.00	1,450.00
PRELIMINARY DEVELOPMENT PLAN (> 5 ACRES)			1,450.00	1,450.00
FAST TRACT PERFORMANCE			1.5 x Fee	1.5 x Fee
Construction Permits				
Minor Construction (Driveway, Sidewalk, etc)			345.00	345.00
PUBLIC OR PRIVATE IMPROVEMENTS (ENCROACHMENT PERMIT) -				
\$1 - \$2,000			345.00	345.00
\$2,001 - \$50,000		Base Fee(see hrly rate) plus 4.2% balance over \$2,000	345.00	345.00
\$50,001 - \$200,000		Base Fee(see hrly rate) plus 3.4% balance over \$50,000	2,280.00	2,280.00
OVER \$200,000		Base Fee(see hrly rate) plus 2.5% balance over \$200,000	8,200.00	8,200.00
PENALTY FEE (working without permit)			2 x Fee	2 x Fee
Grading Permits				
100 cy or less	per cubic yard	Minimum Grading Permit Fee	327.00	327.00
101 to 1000 cy	per cubic yard	Base Fee(see hrly rate) plus 0.38 per cubic yard	327.00	327.00
1001 to 10,000 cy	per cubic yard	Base Fee(see hrly rate) plus 0.08 per cubic yard	610.00	610.00
10,001 to 100,000 cy	per cubic yard	Base Fee(see hrly rate) plus 0.03 per cubic yard	1,090.00	1,090.00
100,001 or more.	per cubic yard	Base Fee(see hrly rate) plus 0.02 per cubic yard	2,020.00	2,020.00
Transportation Permits				
ANNUAL PERMIT			90.00	90.00
SINGLE TRIP FEE			16.00	16.00
WWTP Septic Dumping Charges				
SEPTAGE TRUCK DISCHARGE	per gallon		0.08	0.08

Notes:

For any user fee service request that is outside the scope, or for services for which there is no fee currently set, the City can charge up to the full cost of the FBHR for personnel involved.

City Attorney Services, if applicable, shall be recovered from applicant.

Capital Improvement Fees

#	Description	Unit	Notes	July 15, 2019 Fee	Sept 1, 2020 Fee
1	Each dwelling unit			500.00	500.00
2	Each trailer space			500.00	500.00
3	Industrial - First 5000 sq. ft.			500.00	500.00
4	Each additional sq. ft. under roof			0.10	0.10
5	Commercial - first 5000 sq. ft.			500.00	500.00
6	Each additional sq. ft. under roof			0.10	0.10



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: September 8, 2020

SUBJECT: Fire Chief Employment Agreement- Ronnie Hasler

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: It is recommended Council authorize the City Manager to enter into an Agreement with Ronnie Hasler for the position of Fire Chief.

FISCAL IMPACT: None. Funding for this position is adopted in the current budget.

BACKGROUND: Fire Chief Billy Kem retired in January after 44 years of service with the Blythe Fire Department. He was appointed Fire Chief in 2006. Assistant Chief Ronnie Blackwood has been acting Chief since that time.

STAFF REPORT: In July, the City initiated an in-house recruitment for the position of Fire Chief. Fire Captain Ronnie Hasler was the successful candidate. Captain Hasler is a 29-year veteran of the Blythe Fire Department. He has served in the position of Captain since 2006. The term of the agreement is three years and includes a monthly stipend of \$1,500 per month.

ATTACHMENTS:

1. Fire Chief Agreement

**CITY OF BLYTHE
VOLUNTEER FIRE CHIEF AGREEMENT**

THIS VOLUNTEER FIRE CHIEF AGREEMENT (“Agreement”) is made and entered into this 8th day of September, 2020 (“Effective Date”), by and between the CITY OF BLYTHE, a municipal corporation (“City”) and RONALD (“RONNIE”) HASLER, an individual (“Volunteer”).

- A. Subject to prior approval of the City Council, it is the duty of the City Manager of City to appoint City Department Heads;
- B. Based on Volunteer’s experience, skills, abilities, background, and knowledge, City, acting through the City Manager, desires to utilize the services of Volunteer in the capacity of the Fire Chief of the Blythe Volunteer Fire Department (“Department”);
- C. City desires to provide certain benefits, establish certain conditions of the position, and establish working conditions of Volunteer; and
- D. Volunteer is willing to accept appointment as Fire Chief of the City under the terms and conditions recited herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations hereinafter set forth, City and Volunteer agree as follows:

1.0. APPOINTMENT; ACCEPTANCE; DUTIES

1.1. Appointment. City hereby appoints Volunteer as Fire Chief of the Department to perform all functions and duties as specified by law, rules, and regulations, and to perform such other legally permissible duties and functions as the City Manager may assign from time to time.

1.2. Acceptance. Volunteer hereby accepts the appointment to the Fire Chief position, subject to all terms and conditions set forth in this Agreement. Volunteer understands and agrees that the Fire Chief position is a part-time, volunteer position.

1.3. Duties. Under the general supervision of the City Manager, Volunteer shall be responsible for the organization and direction of the Department. Volunteer’s duties generally include directing, leading, managing, and overseeing the activities and operations of the Department, including general administration, fire prevention and suppression, training, fire investigation, emergency medical services, and public education. Without limiting the foregoing, Volunteer shall:

- (a) Respond to emergency incidents when necessary for consultation and response.

- (b) Ensure that all City fire fighters are adequately trained in accordance with all applicable laws, rules, and regulations.
- (c) Ensure that all firefighting equipment is monitored on a regular basis and maintained in good working order.
- (d) Develop, review, and implement all firefighting policies and procedures in accordance with applicable laws and regulations.
- (e) Maintain regular communications with the City Manager regarding the Department's activities and operations.
- (f) Participate in the development of the Department's annual operating budget.
- (g) Oversee the administration of the Department's annual operating budget.

2.0. HOURS OF WORK

Volunteer understands and agrees that the Fire Chief is a part-time, "on call" position and that Volunteer must be available to respond to emergency incidents when necessary, including, but not limited to, major incidents, twenty-four (24) hours per day, seven (7) days a week. Volunteer agrees to devote such time, energy, and effort to the performance of this Agreement as is necessary. Volunteer further understands and agrees that Volunteer is serving as the Fire Chief in a volunteer capacity and therefore Volunteer is not considered an "employee" under the Fair Labor Standards Act.

If Volunteer will be absent from the City for a duration longer than three (3) days, Volunteer shall notify the City Manager as to such absence and who the Volunteer has designated to be in charge in Volunteer's absence.

3.0. TERM

Subject to earlier termination as set forth in this Agreement, Volunteer shall serve as the Fire Chief for a term of three (3) years, beginning on September 9, 2020 ("Commencement Date") and ending on September 8, 2023.

4.0. MONTHLY STIPEND; ADDITIONAL BENEFITS

4.1. Monthly Stipend. Volunteer understands and agrees that the Fire Chief position is a part-time, volunteer position. City agrees to pay Volunteer a monthly stipend of One Thousand Five Hundred Dollars (\$1,500.00) ("Monthly Stipend"), payable in one monthly installment on the fifth (5th) day of each month.

4.2. Increase in Monthly Stipend. The City Manager may authorize an increase in Volunteer's Monthly Stipend on an annual basis following Volunteer's annual performance evaluation as set forth herein.

4.3. Additional Benefits. Except as otherwise expressly provided herein or as required by State or Federal law, Volunteer shall not be eligible to receive any benefits of employment generally available to employees or Department Heads of the City, including, but not limited to, any paid medical, dental, retirement or fringe benefits offered by the City.

5.0. VEHICLE USAGE

City shall provide a vehicle for use by Volunteer during the term of this Agreement. City shall be responsible for insuring the vehicle, paying for operation, maintenance, and repair costs, and for the regular replacement of the vehicle. Volunteer may use the vehicle for Volunteer's reasonable personal use locally, since the Fire Chief is "on call" in the event of an emergency. Volunteer shall not permit any person to drive or use the vehicle, including, but not limited to, Volunteer's spouse or dependents, except for such City employees, volunteers or agents as authorized by the City Manager.

6.0. PERFORMANCE EVALUATION

During the term of this Agreement, the City Manager shall conduct an annual evaluation of Volunteer's performance. The evaluation shall be conducted no later than the anniversary of the Commencement Date each year this Agreement is in effect. Following the annual evaluation, the City Manager may authorize an increase in the Monthly Stipend, provided that Volunteer's Monthly Stipend shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00). Any increase in the Volunteer's Monthly Stipend shall go into effect on or after the anniversary of the Commencement Date.

7.0. TERMINATION: SEVERANCE PAY

7.1. City Termination without Cause. The City may terminate this Agreement without cause in its absolute discretion at any time by providing at least thirty (30) days written notice to Volunteer.

7.2. City Termination for Cause. The City may immediately terminate this Agreement for cause by providing written notice to Volunteer of such termination. For purposes of this Agreement, the term "cause" shall mean each of the following:

- (a) Volunteer refusing or failing to carry out the duties of the Fire Chief as set forth in this Agreement or as required by law;
- (b) Volunteer's conviction of a felony;

- (c) Volunteer's conviction of a misdemeanor arising out of Volunteer's duties under this Agreement and involving a willful or intentional violation of law;
- (d) Volunteer being charged with, entering a guilty plea or a plea of nolo contendere to, or being convicted of, a crime involving moral turpitude or personal gain;
- (e) Volunteer's conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code section 53243.4;
- (f) Repeated failure by Volunteer to carry out a directive or directives of the City Manager; and
- (g) Any grossly negligent action or inaction by Volunteer that materially and adversely: (i) impedes or disrupts the operations of City or its organizational units; (ii) is detrimental to employees or public safety; or (iii) violates properly established rules or procedures of City.

7.3. Volunteer Voluntary Resignation. Volunteer may voluntarily resign from his position with the City at any time by providing at least thirty (30) days written notice to the City Manager. Notwithstanding the foregoing, Volunteer shall use his best efforts to give the City at least sixty (60) days written notice of Volunteer's resignation. In the event of Volunteer's voluntary resignation, Volunteer shall only be entitled to payment of a pro-rata portion of Volunteer's Monthly Stipend. Volunteer shall not be entitled to severance pay in the event Volunteer voluntarily resigns from his position.

7.4. Severance. If Volunteer is terminated from his position as Fire Chief during the term of this Agreement without cause, Volunteer shall be entitled to severance pay in an amount equal to three (3) months of Volunteer's Monthly Stipend at the time of termination. Volunteer agrees to accept this severance as the sole remedy for such termination. Volunteer shall not be entitled to severance pay if Volunteer voluntarily resigns his position or is terminated for cause.

8.0. SUSPENSION

City may suspend Volunteer with or without pay at any time during the term of this Agreement for cause, as defined in this Agreement.

9.0. INDEMNIFICATION

9.1. City Indemnification. To the extent required by law, City shall defend and indemnify Volunteer, using legal counsel of City's choosing, against any civil proceeding brought against Volunteer, in his official or individual capacity or both, on account of an act or omission in the scope of his employment as Fire Chief, unless such act or omission was due to actual fraud, corruption, or actual malice. If City determines there is a conflict of interest between the City and Volunteer and that independent counsel is required for

Volunteer's defense, City shall select and pay reasonable fees of such independent counsel for Volunteer's defense. Volunteer shall cooperate fully in the investigation and defense of any civil action or proceeding.

9.2. Exception to Indemnification. Notwithstanding the foregoing, Volunteer acknowledges and agrees that City reserves its rights not to pay any judgment, compromise, or settlement until it is established that the injury arose out of an act or omission occurring within the scope of Volunteer's position as Fire Chief, and that City's agreement to defend and indemnify him does not constitute an agreement to pay any punitive damages awarded against him. In that regard, Volunteer acknowledges and agrees that pursuant to Government Code section 825(b), City may not make a determination whether or not to indemnify Volunteer for an award of punitive damages until such time as the award is made.

10.0. REIMBURSEMENT TO CITY REQUIRED

Notwithstanding the provisions of this Agreement, the following provisions requiring reimbursement for certain compensation and/or indemnification provided to Volunteer by the City apply:

- (a) Legal Defense. Pursuant to Government Code section 53243.1, in the event that Volunteer is convicted of a crime involving abuse of his office or position, as defined by Government Code section 53243.4, Volunteer shall fully reimburse the City for all the costs of his legal criminal defense if a defense has been provided at City's expense.
- (b) Severance. Pursuant to Government Code section 53243.2, in the event that Volunteer is convicted of a crime involving abuse of his office or position, as defined by Government Code Section 53243.4, Volunteer shall fully reimburse the City for any cash settlement paid to Volunteer related to his termination under this Agreement, including, but not limited to, severance pay.

11.0. GENERAL PROVISIONS

11.1. Jurisdiction and Venue. This Agreement shall be construed in accordance with the laws of the State of California, and the parties agree that venue shall be in Riverside County, California.

11.2. Severability. If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the parties hereto.

11.3. Notices. Notices pursuant to this Agreement shall be provided in writing and provided by personal delivery or by regular United States Postal Service mail, postage prepaid, return receipt requested, and addressed as follows:

If to City: City Manager
 City of Blythe
 235 Broadway
 Blythe, CA 92225

If to Volunteer: Ronnie Hasler
 Fire Chief
 201 N. Commercial Street
 Blythe, CA 92225

With a copy to: City Attorney
 City of Blythe
 Jones & Mayer
 3777 N. Harbor Blvd.
 Fullerton, CA 92835

Notices shall be deemed given as of the date of personal service or 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular U.S. mail.

11.4. No Assignment. This Agreement is not assignable by either City or Volunteer.

11.5. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

11.6. Counterparts. This Agreement may be signed in any one or more counterparts, all of which taken together shall be deemed one and the same Agreement.

11.7. Waiver. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

11.8. Independent Legal Counsel. Each of the parties acknowledges that he/it has been represented by independent legal counsel of his/its own choosing, or if not, has been advised to obtain independent legal counsel and has freely and voluntarily waived and relinquished the right to legal counsel. Further, each party who has not obtained independent legal counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

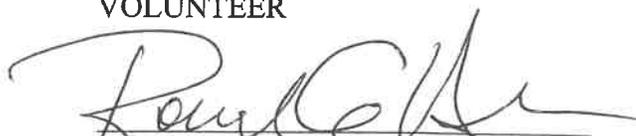
11.9. Entire Agreement: Amendments. This Agreement represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Agreement may be amended or modified only by a written, fully executed agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF BLYTHE

Mallory Crecelius
Interim City Manager

VOLUNTEER



Ronald ("Ronnie") Hasler

APPROVED AS TO FORM:

Brittany Roberto
Assistant City Attorney



**PUBLIC
HEARING**

A graphic of a public hearing sign. It features a central rectangular sign with rounded corners and a light gray shadow on its top edge. The sign is flanked by two white banners with black outlines, each having a pointed right side. The entire sign assembly is centered within a double-line rectangular border.



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: September 8, 2020

SUBJECT: West Valley General Plan Amendment and Zone Change.

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: It is recommended subsequent to the Public Hearing Council conduct the second reading by title only, waiving further reading of Ordinance No. 902-20 for Zone Change 2008-001.

FISCAL IMPACT: None.

BACKGROUND: The proposed West Valley Commercial Property Zone Change involves three parcels totaling approximately 182 acres located in western Blythe, bound on the north by Riverside Avenue, on the south by Hobsonway, on the west by Neighbors Boulevard, and on the east by Arrowhead Boulevard. The City's General Plan and zoning land use classification for these parcels is currently designated Agriculture. The parcels have been in continual agricultural production since at least 1948 (the first year that an aerial photograph was taken of the project site). The applicants have proposed a General Plan Amendment and rezone to the General Commercial "C-G" designation with a goal to attract new commercial development in this location. There are no proposed development plans at this time, and the applicant's goal is to have commercial designated property available to attract privately developed small commercial enterprises over time.

STAFF REPORT: The 182-acre project area includes three parcels. The City's General Plan and corresponding zoning ordinance is Agriculture for all three parcels. An Amendment to the General Plan and Zoning Map from Agriculture to General Commercial is being requested for the 182-acre site. Staff supports this General Plan Amendment and Zone Change request as the proposed General Commercial designation is compatible with existing designations adjacent to and in the vicinity of the proposed project site.

On August 11, 2020, the City Council held a public hearing on this matter and adopted the Initial Study and Negative Declaration prepared for this General Plan Amendment and Zone Change and conducted the first reading of Ordinance No. 902-20. The Blythe Municipal Code requires two public hearings before a Zone Change is adopted. Therefore, it is recommended Council conduct the second reading of Ordinance No. 902-20 after opening the public hearing.

ATTACHMENTS:

1. Ordinance No. 902-20 Approving Zone Change 2008-01.
2. Exhibit A- Site Plan

ORDINANCE NO. 902-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLYTHE APPROVING ZONE CHANGE 2008-001 BEING A CHANGE OF ZONE FROM A (AGRICULTURE) TO C-G (GENERAL COMMERCIAL) FOR THE 182± ACRE WEST VALLEY COMMERCIAL PROPERTY.

WHEREAS: The City Council of the City of Blythe at its regularly scheduled meeting of August 11, 2020, conducted a public hearing to consider Zone Change 2008-001, being a change of zone from Agriculture (A) to General Commercial (C-G) on 182 acres located in western Blythe bound on the north by Riverside Avenue, bound on the south by Hobsonway, bound on the west by Neighbors Boulevard and bound on the east by Arrowhead Boulevard in the City of Blythe, Riverside County, California and more specifically described as Assessor's Parcel Numbers: 824-160-001, 824-160-002 and 824-160-010, and;

WHEREAS: The City Council of the City of Blythe, after proceedings duly had and taken, and after due and legal notice having been given as prescribed by Section 17.74.010 of the City of Blythe Municipal Code and the laws of the State of California, has determined that the public interest would be best served by approval of the proposed zone change for the subject parcels; and,

WHEREAS: The City Council made the following findings in support of the approval of Zone Change 2008-001:

1. The Zone Change is in compliance with the requirements of Government Code Sections 65853 through 65857.
2. The Zone Change is in compliance with Chapter 17.66 of the Blythe Municipal Code.
3. The Zone Change is consistent with the regulations, guidelines, programs, goals, objectives, policies and land uses contained in the Comprehensive General Plan.
4. The site is physically suitable for the type and density of development proposed.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Blythe does hereby ordain as follows:

Section 1: That the following described property in the City of Blythe, County of Riverside, and State of California, known as Zone Change 2008-001 is hereby re-zoned from Agriculture (A) to General Commercial (C-G). Said property is described as the 182 acre West Valley Commercial Property. The site is shown on the attached map, incorporated herein by this reference as Exhibit "A."

Section 2: It is further ordained that all of the records of the City of Blythe, together with the Official Zoning Map of the City of Blythe be changed to show that all of the above described real property is re-zoned as shown on Exhibit A.

Section 3: This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

PASSED, APPROVED, and ADOPTED this 8th day of September, 2020, by the following called vote, to wit:

AYES:
NOES:
ABSENT:

Dale Reynolds, Mayor

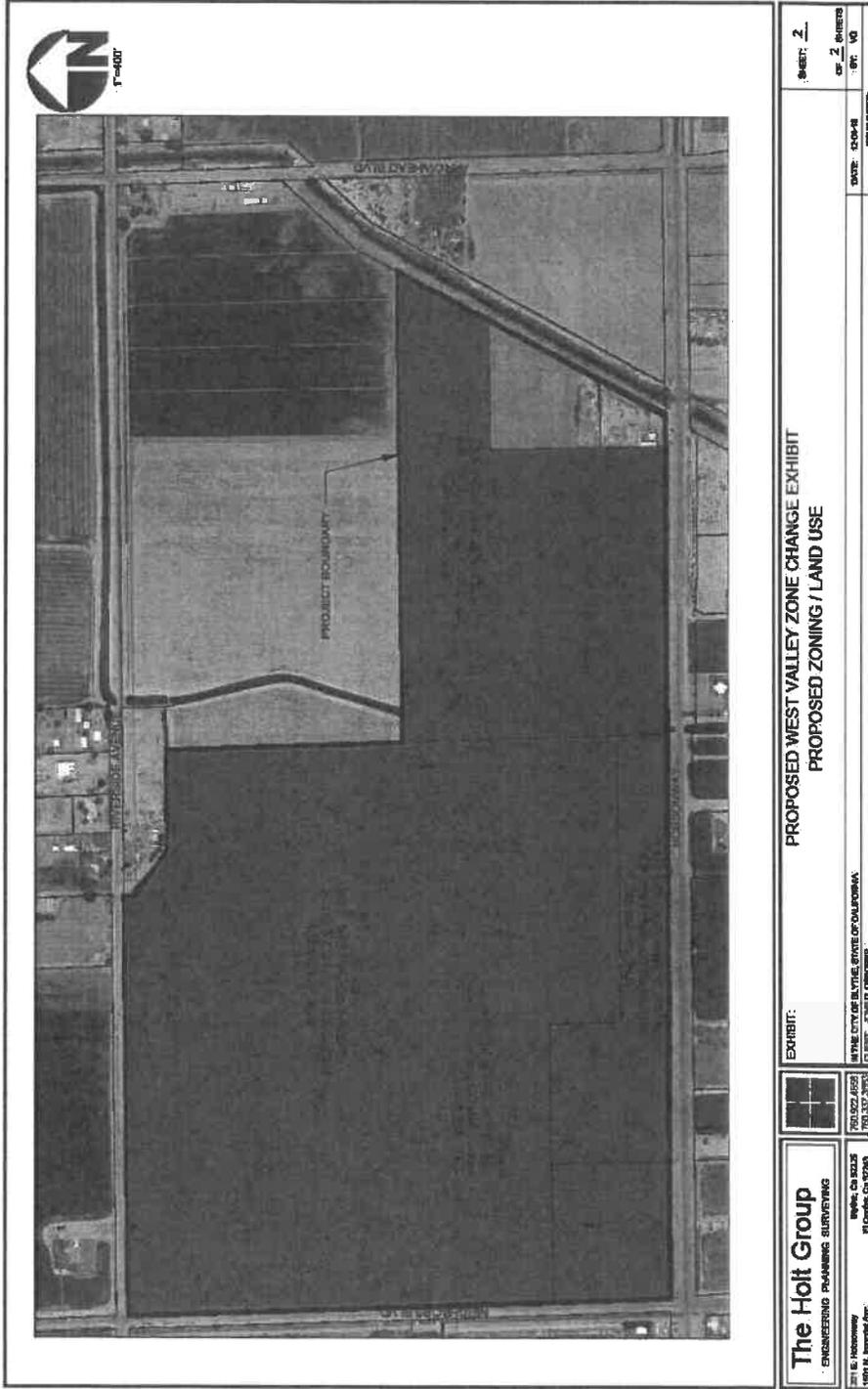
ATTEST:

Mallory Crecelius, City Clerk

APPROVED AS TO FORM:

Baron Bettenhausen, City Attorney

Figure 1: Proposed General Plan and Zoning Land Use Designations





**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: September 8, 2020

SUBJECT: Realty Investment Team Property General Plan Amendment and Zone Change.

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: It is recommended subsequent to the Public Hearing Council Conduct the second reading by title only, waiving further reading of Ordinance No. 903-20 for Zone Change 1910-001.

FISCAL IMPACT: None.

BACKGROUND: The proposed Realty Investments, LLC project involves three parcels totaling approximately 20 acres located in eastern Blythe, bound on the north by Chanslorway, on the south by the extension of East Barnard Street, on the west by an agricultural field, and on the east by Intake Boulevard. The City's General Plan and zoning land use classification for these three parcels is currently designated Planned Development. The parcels have been in continual agricultural production since at least the 1950's. There is an existing house on the .87-acre parcel in the northwest corner of the project site and an existing storage shed on the 2.89-acre parcel located in the northeast corner of the project site. The applicant has proposed a General Plan Amendment and rezone to the General Commercial "C-G" designation with a goal to attract new commercial development in this location. The applicant's goal is to have commercial designated property available to attract privately developed small commercial enterprises over time.

STAFF REPORT: The 20-acre project area includes three parcels. The City's General Plan and corresponding zoning ordinance is Planned Development for all three parcels. An Amendment to the General Plan and Zoning Map from Planned Development to General Commercial is being requested for the 20-acre site. Staff supports this General Plan Amendment and Zone Change request as the proposed General Commercial designation is compatible with existing designations adjacent to and in the vicinity of the proposed project site.

On August 11, 2020, the City Council held a public hearing on this matter and adopted the Initial Study and Negative Declaration prepared for this General Plan Amendment and Zone Change and conducted the first reading of Ordinance No. 903-20. The Blythe Municipal Code requires two public hearings before a Zone Change is adopted. Therefore, it is recommended Council conduct the second reading of Ordinance No. 903-20 after opening the public hearing.

ATTACHMENTS:

1. Ordinance No. 903-20 Approving Zone Change 1910-001.
2. Exhibit A- Site Plan

ORDINANCE NO. 903-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLYTHE APPROVING ZONE CHANGE 1910-001 BEING A CHANGE OF ZONE FROM P-D (PLANNED DEVELOPMENT) TO C-G (GENERAL COMMERCIAL) FOR THE 20± ACRE REALTY INVESTMENT TEAM PROPERTY.

WHEREAS: The City Council of the City of Blythe at its regularly scheduled meeting of August 11, 2020, conducted a public hearing to consider Zone Change 1910-001, being a change of zone from Planned Development (P-D) to General Commercial (C-G) on 20 acres located in eastern Blythe bound on the north by Chanslorway, bound on the south by the extension of East Barnard Street, bound on the west by an existing agriculture field and bound on the east by Intake Boulevard in the City of Blythe, Riverside County, California and more specifically described as Assessor's Parcel Numbers: 851-090-006 and 851-090-007, and;

WHEREAS: The City Council of the City of Blythe, after proceedings duly had and taken, and after due and legal notice having been given as prescribed by Section 17.74.010 of the City of Blythe Municipal Code and the laws of the State of California, has determined that the public interest would be best served by approval of the proposed zone change for the subject parcels; and,

WHEREAS: The City Council made the following findings in support of the approval of Zone Change 1910-001:

1. The Zone Change is in compliance with the requirements of Government Code Sections 65853 through 65857.
2. The Zone Change is in compliance with Chapter 17.66 of the Blythe Municipal Code.
3. The Zone Change is consistent with the regulations, guidelines, programs, goals, objectives, policies and land uses contained in the Comprehensive General Plan.
4. The site is physically suitable for the type and density of development proposed.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Blythe does hereby ordain as follows:

Section 1: That the following described property in the City of Blythe, County of Riverside, and State of California, known as Zone Change 1910-001 is hereby re-zoned from Planned Development (P-D) to General Commercial (C-G). Said property is described as the 20 acre Realty Investments, LLC Property. The site is shown on the attached map, incorporated herein by this reference as Exhibit "A."

Section 2: It is further ordained that all of the records of the City of Blythe, together with the Official Zoning Map of the City of Blythe be changed to show that all of the above described real property is re-zoned as shown on Exhibit A.

Section 3: This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

PASSED, APPROVED, and ADOPTED this 8th day of September, 2020, by the following

called vote, to wit:

AYES:
NOES:
ABSENT:

Dale Reynolds, Mayor

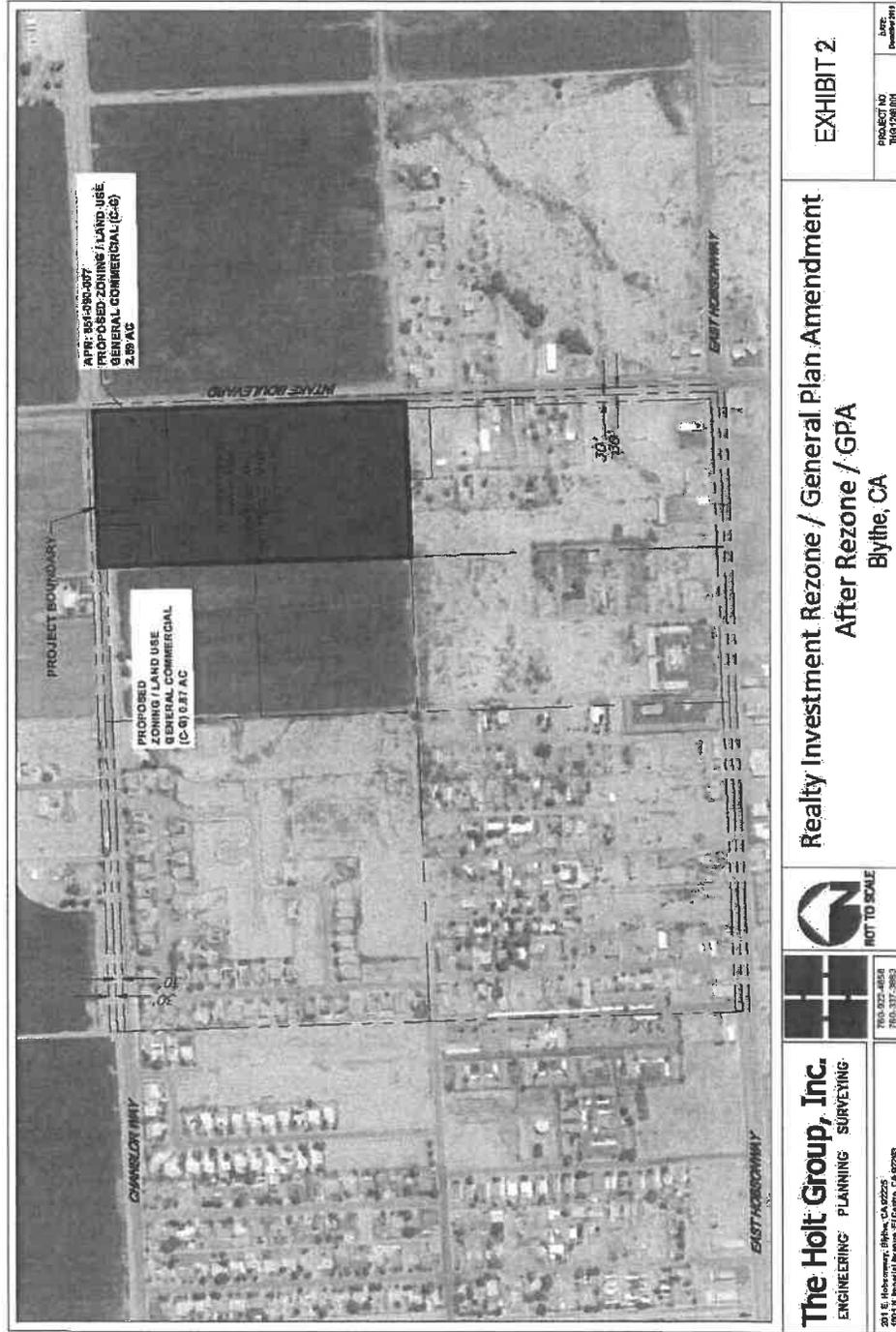
ATTEST:

Mallory Crecelius, City Clerk

APPROVED AS TO FORM:

Baron Bettenhausen, City Attorney

Figure 1: Proposed General Plan and Zoning Land Use Designations





**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: September 8, 2020

SUBJECT: Notice of Exemption- Orfanos N. Hickory Road Project

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: Subsequent to the Public Hearing it is recommended Council adopt a Notice of Exemption for the Orfanos North Hickory Road Project located at 177 North Hickory Road in Blythe and direct staff to file the Notice of Exemption with the County Clerk.

FISCAL IMPACT: Potential tax revenue from the development of an in-door cannabis cultivation facility in the City.

BACKGROUND: Anthony Orfanos proposes to develop an indoor cannabis cultivation facility on a .50-acre parcel located at 177 North Hickory Road (APN 851-110-012). The proposed site is zoned C-G (General Commercial) which allows for the type of development proposed. The project site is level with little vegetation and no existing structures. Grading and Construction are expected to be completed in four months. The development includes the construction of three 2,400 square-foot commercial warehouse buildings 30-feet wide, 80-feet long with a sloped roof 20-feet high on one side and 16-feet high on the other.

STAFF REPORT: Based upon review of the CEQA Guidelines, the City has determined that the proposed project qualifies for an Urban Infill Exemption from CEQA as it meets each of the five criteria set forth in the CEQA Guidelines, section 15332:

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- (c) The project site has no value as habitat for endangered, rare, or threatened species.
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water supply.
- (e) The Site can be adequately served by all required utilities and public services.

The Urban Infill Exemption is on file in the City's Planning Department, and a Notice of Exemption will be filed with the County Clerk following City Council approval of the proposed Project.

ATTACHMENTS:

1. Notice of Exemption
2. Orfanos N. Hickory Road Project Site Plan and Vicinity Map

NOTICE OF EXEMPTION

TO: Riverside County Clerk 2724 Gateway Drive Riverside, CA 92507 (951) 486-7000	FROM: City of Blythe 235 N. Broadway Blythe, CA 92225 Attn: Mallory Crecelius Interim City Manager and City Clerk (760) 922-6161
---	---

Project Title: North Hickory Road Commercial Buildings Development – Indoor Cultivation Project

Project Location: 177 North Hickory Road, Blythe, CA 92225
APN 851-110-012; SW 1/4 of the NE 1/4 of Section 33, Township 6 South, Range 22
West, San Bernardino Baseline and Meridian

Description of Nature, Purpose and Beneficiaries of Project:

Anthony Orfanos (“Applicant”) proposes to develop a commercial indoor cannabis cultivation facility on a 0.50-acre parcel located at 177 North Hickory Road in the City of Blythe (APN 851-110-012). The proposed site is zoned C-G (General Commercial) which allows for the type of development proposed. The development includes construction of three 2,400 square-foot warehouse buildings 20-feet high, with a total of 8 parking spaces. Beneficiaries include the Applicant and the City of Blythe.

Name of Public Agency Approving Project: City of Blythe
Approved by City Council September 8, 2020

Name of Person or Agency Carrying Out Project: Anthony Orfanos

Exempt Status:

- Ministerial (Sec. 21080(b)(1); 15268
- Declared Emergency (Sec. 21080(b)(3); 15269(a)
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c)
- Categorical Exemption: State type and section number: In-fill Development Project, CEQA §15332
- Statutory Exemption: State code number:

Reasons why project is exempt:

The proposed project meets all five criteria for exemption from CEQA as defined in the CEQA Guidelines §15332, with citation to §21083, Public Resources Code (PRC), and reference to §21084 PRC Code.

Lead Agency Contact Person: Mallory Crecelius, Interim City Manager / City Clerk
(760) 922-6161

Lead Agency Signature: _____ **Date:** September 9, 2020

Date received for filing at County Clerk: _____



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: September 8, 2020

SUBJECT: Modification of Conditional Use Permit No. 1509-001- Blythe Mesa Solar

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager
Brittany Roberto, Assistant City Attorney

RECOMMENDATION: It is recommended the City Council, subsequent to the public hearing thereon adopt Resolution No. 2020-042 approving a modification to CUP 1509-001.

RESOLUTION NO. 2020-042. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, APPROVING A MODIFICATION TO A CONDITION OF APPROVAL OF CONDITIONAL USE PERMIT NO. 1509-001 RELATING TO THE BLYTHE MESA SOLAR PROJECT.

FISCAL IMPACT: Potential revenue and economic benefits. The applicant and County have negotiated a Development Agreement (DA No. 79). The agreement has a 30-year term and requires the applicant to take actions to ensure payment allocation directly to the County of the sales and use taxes in connection with the construction of the solar power plant. Given the unique location of the project, the agreement recognizes the City of Blythe as a limited third-party beneficiary and requires the applicant to pay 10 percent of the annual public benefits directly to the City of Blythe.

BACKGROUND: The overall project involves the construction of the *Blythe Mesa Solar Project*, a high efficiency photovoltaic (PV) solar facility occupying 3,660 acres within the jurisdictions of Riverside County, the Bureau of Land Management (BLM), and the City of Blythe. Approximately 334 acres of the overall facility are located on property within the City of Blythe.

On May 12, 2015, the Riverside County Board of Supervisors certified an Environmental Impact Report (EIR) (State Clearinghouse No. 2011111056), approved a Finding of No Significant Impact, and approved Conditional Use Permits for the *Blythe Mesa Solar Project*. The certified EIR assessed the environmental impacts of the overall project, including the portion within the City of Blythe. Given that part of the project is proposed on property within the City of Blythe, the applicant submitted Conditional Use Permit No. 1509-001 on September 11, 2015, for consideration by the Blythe City Council.

On November 10, 2015, the City Council approved a CUP to develop approximately 334 acres of the *Blythe Mesa Solar Project* that is within the westernmost panhandle of the City of Blythe. Pursuant to Blythe Municipal Code Section 17.08.010, approval of a Conditional Use Permit is required for development of Utility Operations Facilities in the Agriculture Zone, which includes

the proposed *Blythe Mesa Solar Project* solar facility. Although the project would be a non-agriculture use on agricultural land, the project would not conflict with existing zoning or agricultural uses because the Municipal Code allows for such uses through a CUP. Further, when the project concludes at the end of 30 years, the land could be returned to agricultural uses.

STAFF REPORT: The CUP granted to the Blythe Mesa Solar project was approved by the City Council with conditions. Condition 144 states:

A conditional use permit under the terms of Blythe Municipal Code (BMC) Section 17.68.110 will lapse should said permit have not been utilized within one year from the date upon which such permit is granted unless a greater time is allowed. Based on the information provided, Conditional Use Permit No. 1509-001 shall be extended to remain effective for utilization for a period of five (5) years from the date upon which the permit is granted.

The CUP granted to the Blythe Mesa Solar Project is set to lapse on November 15, 2020. Renewable Resources Group and Blythe Mesa Solar II, LLC are requesting a two-year extension of time within which to utilize the permit pursuant to Blythe Municipal Code Section 17.68.110 and Condition of Approval No. 144. Per the attached letter, the project has recently sold. The buyer is working with the County of Riverside to modify some of the project approvals. The two-year extension will accommodate the timing of the sale transaction and the construction portion of the project covered by the CUP.

Due to the many benefits solar projects provide to our community, staff supports the two-year extension to CUP 1509-001. This extension will allow the Blythe Mesa Solar Project to construct their project on the portion of land within City limits.

ATTACHMENTS:

1. Resolution No. 2020-042
2. Request for Extension of CUP 1509-001.

RESOLUTION NO. 2020-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, APPROVING A MODIFICATION TO A CONDITION OF APPROVAL OF CONDITIONAL USE PERMIT NO. 1509-001 RELATING TO THE *BLYTHE MESA SOLAR PROJECT*

WHEREAS, the overall *Blythe Mesa Solar Project* involves the construction and operation of a 485 megawatt (MW) alternating current solar photovoltaic (PV) electrical generating facility occupying 3,660 acres within the unincorporated areas of Riverside County and the City of Blythe; and

WHEREAS, on September 11, 2015, an application for a Conditional Use Permit (CUP No. 1509-001) was submitted to the Development Services Department for the 334-acre portion of the *Blythe Mesa Solar Project* that will be located on private property within the City of Blythe; and

WHEREAS, on November 10, 2015, the Blythe City Council approved Conditional Use Permit No. 1509-001 subject to conditions of approval, thereby allowing a 334-acre portion of the overall *Blythe Mesa Solar Project* to be located within the City of Blythe, on private property located in the Agriculture (A) and Service Industrial (I-S) Zones; and

WHEREAS, Condition of Approval No. 144 states:

A conditional use permit under the terms of the Blythe Municipal Code (BMC) Section 17.68.110 will lapse should said permit not have been utilized within one year from the date upon which such permit is granted unless a greater time is allowed. Based upon the information provided, Conditional Use Permit No. 1509-001 shall be extended to remain effective for a utilization period of five (5) years from the date upon which the permit is granted.

WHEREAS, Blythe Municipal Code section 17.68.110 states:

A conditional use permit issued under the terms of this title shall lapse if no improvements to the real estate concerned have been made, and the holder of the permit shall not have utilized it within one year from the date upon which such permit shall have been granted unless by conditions of the permit a greater time is allowed.

WHEREAS, the applicant, Renewable Resources Group, recently sold the first phase of the project to Blythe Mesa Solar II, LLC, which is working with the County of Riverside to modify some of the project approvals, including the ability to construct the project in two phases. Blythe Mesa Solar II, LLC intends to begin construction of the first phase of the project in the second quarter of 2021, and anticipates completing the project in the second quarter of 2022; and

WHEREAS, to accommodate the timing of the sale transaction and the construction portion of the project covered by the CUP, Renewable Resources Group and Blythe Mesa Solar II, LLC have requested a two year extension of the time within which to utilize the permit pursuant to Blythe Municipal Code section 17.68.110 and Condition of Approval No. 144; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLYTHE DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

Condition of Approval No. 144 of Conditional Use Permit No. 1509-001 shall be amended to read as follows:

Pursuant to Blythe Municipal Code (BMC) section 17.68.110, a conditional use permit shall lapse if no improvements to the real estate concerned have been made and the holder of the permit has not utilized the permit within one year from the date upon which said permit was granted, unless by conditions of the permit a greater time is granted. Based on the information provided, the developer/permit holder shall have seven (7) years, through November 10, 2022, to commence improvements to the 334-acre portion of the project located in Blythe and utilize Conditional Use Permit No. 1509-001. If the developer/permit holder does not commence improvements to the real estate concerned and utilize the Conditional Use Permit by such date, Conditional Use Permit No. 1509-001 shall lapse pursuant to BMC section 17.68.110.

PASSED, APPROVED AND ADOPTED this 8th day of September, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Dale Reynolds, Mayor

ATTEST:

Mallory Crecelius, City Clerk

(SEAL)

VIA EMAIL DELIVERY

Mallory Crecelius
Interim City Manager & City Clerk
City of Blythe
235 N. Broadway
Blythe, CA 92225
Email: msutterfield@cityofblythe.ca.gov

Re: Request for Extension of CUP 1509-001

On November 10, 2015 the Blythe City Council held a public hearing and approved Conditional Use Permit No. 1509-001 ("CUP") for the Blythe Mesa solar project ("Project"). The CUP allowed for the development of a 334± acre portion of a high efficiency photovoltaic solar facility within the City of Blythe. This was part of the Project that was mostly within the jurisdiction of Riverside County. By its terms, the CUP expires five years from approval if not extended.

Renewable Resources Group ("RRG") recently sold the first phase of the project to Blythe Mesa Solar II, LLC ("Buyer"), a subsidiary of Intersect Power, LLC, and the Buyer has an option to purchase the underlying land from RRG. A diagram showing both phases of the project as well as the land the Buyer is acquiring and the land RRG is retaining is attached.

The Buyer is currently working with the County of Riverside to modify some of the project approvals, including the ability to construct the project in two phases per the diagram attached. The Buyer intends to begin construction of the first phase of the project in the second quarter of 2021, with an anticipated completion in the second quarter of 2022.

In order to accommodate the timing of the sale transaction as well as the construction of the portion of the Project covered by the CUP, RRG and the Buyer request a two-year extension of CUP No. 1509-001 through November 10, 2022. We understand this will require a hearing and approval by the Blythe City Council.

If you need any additional information to process this CUP extension request, please contact Rob Bernheimer, 760-360-7666 (Office), 760-831-5455 (Mobile) or Rob@RobBernheimer.com.

[SIGNATURE PAGE FOLLOWS]

Sincerely,

RENEWABLE RESOURCES GROUP LLC

By: 
Name: Rupal Patel
Title: Principal

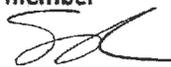
BLYTHE MESA SOLAR II, LLC,
a Delaware limited liability company

By: IP Athos III, LLC,
a Delaware limited liability company,
its sole member

By: IP Pipeline Portfolio Holdco, LLC,
a Delaware limited liability company,
its sole member

By: IP Portfolio I, LLC,
a Delaware limited liability company,
its sole member

By: IP Renewable Energy Holdings LLC,
a Delaware limited liability company,
its sole member

By: 
Name: Sheldon Kimber
Title: President

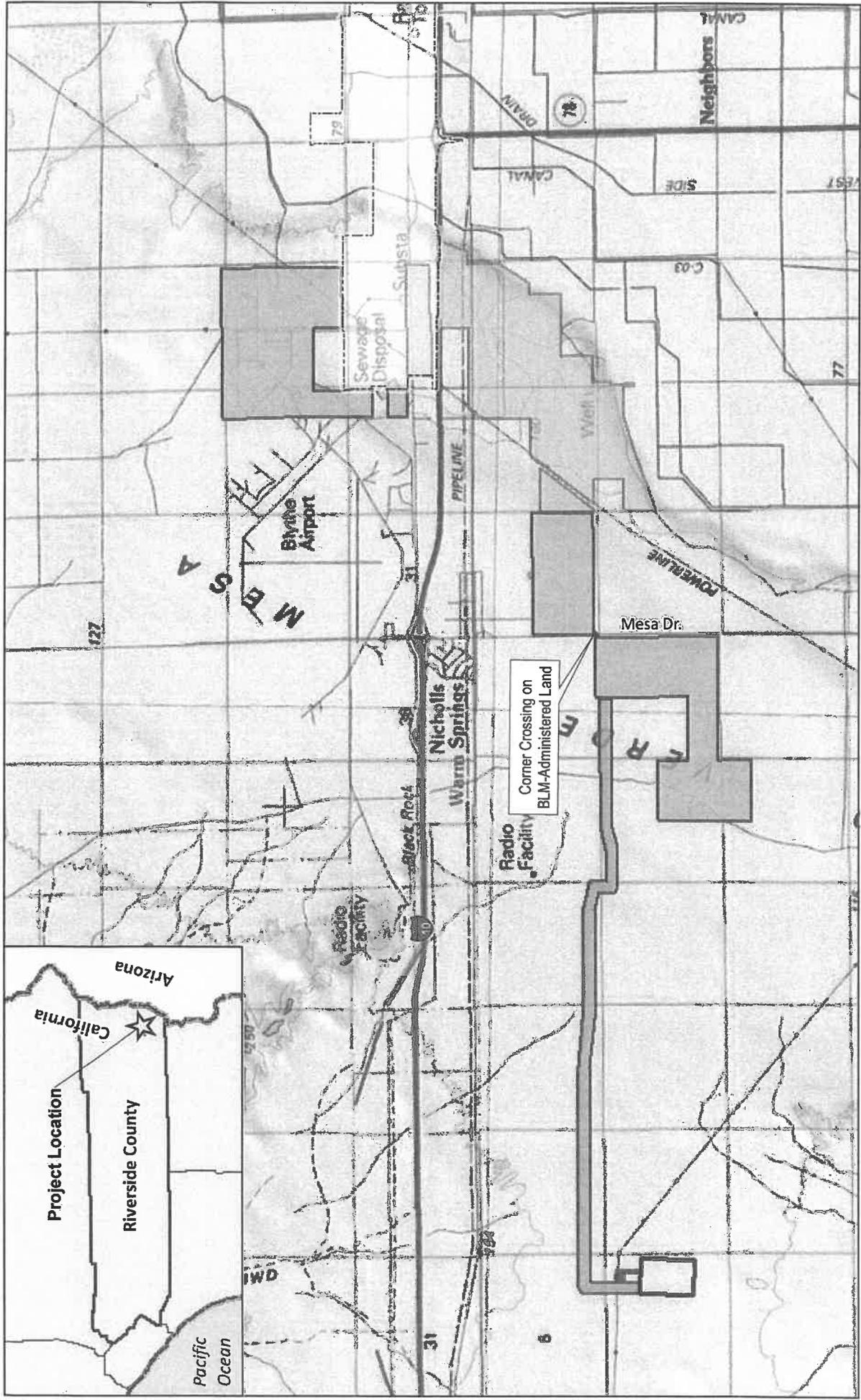


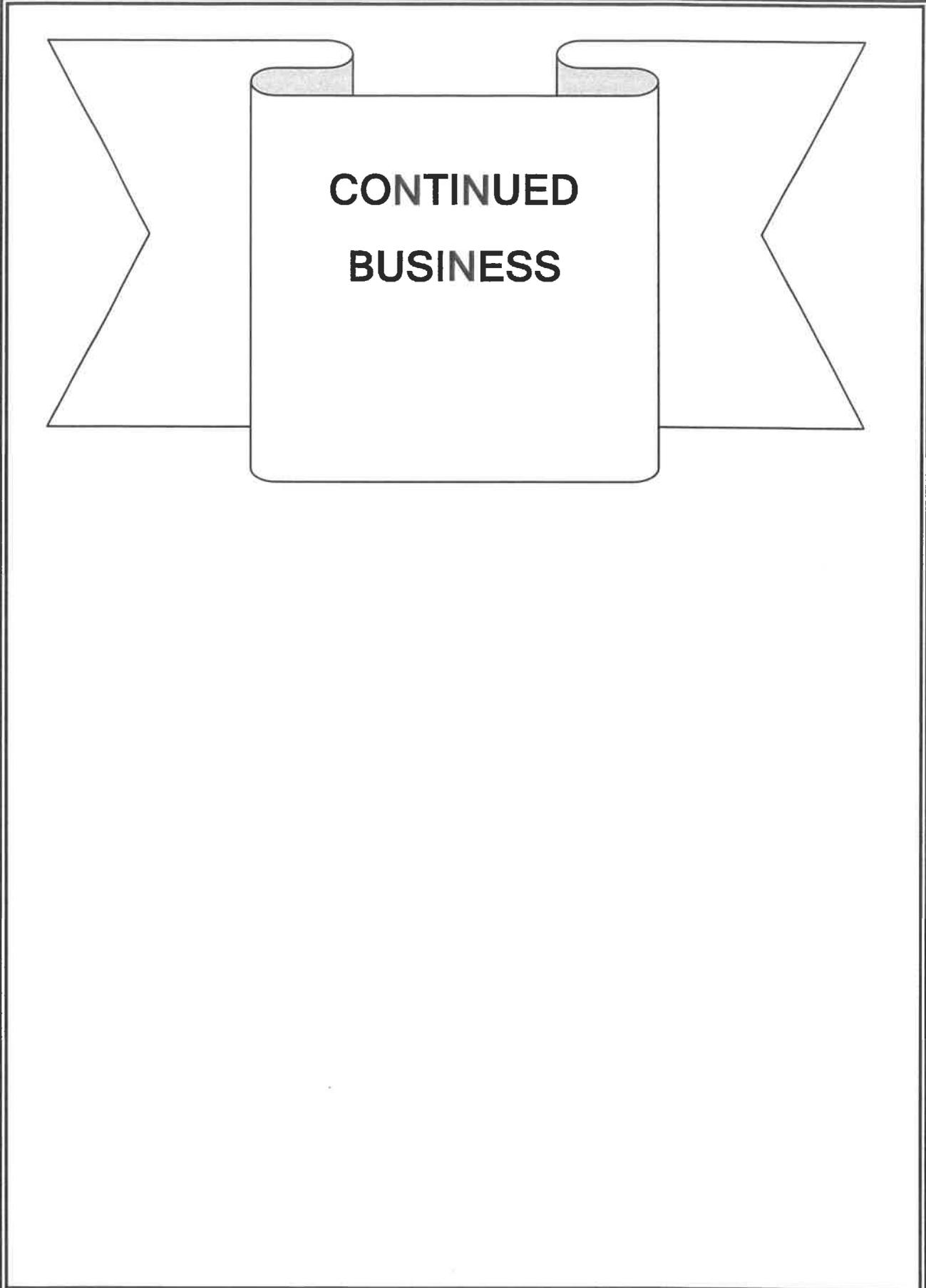
Figure 1.
Blythe Mesa Solar Project
Vicinity Map

Phase 1 Component

- Solar Facility
- Gen-Tie ROW*
- New ROW Request Area
- BLM Corner Crossing
- City of Blythe Phase 2
- Colorado River Substation (Existing)

*Additional gen-tie easements between parcel groups on private land not shown.

0 1 2
 Scale in Miles



**CONTINUED
BUSINESS**



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: September 8, 2020

SUBJECT: Cannabis Dispensary License conditionally issued to HAH 1, LLC

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: Receive and file a monthly report on the progress made by Have a Heart, LLC at 1894 E. Hobsonway.

FISCAL IMPACT: None.

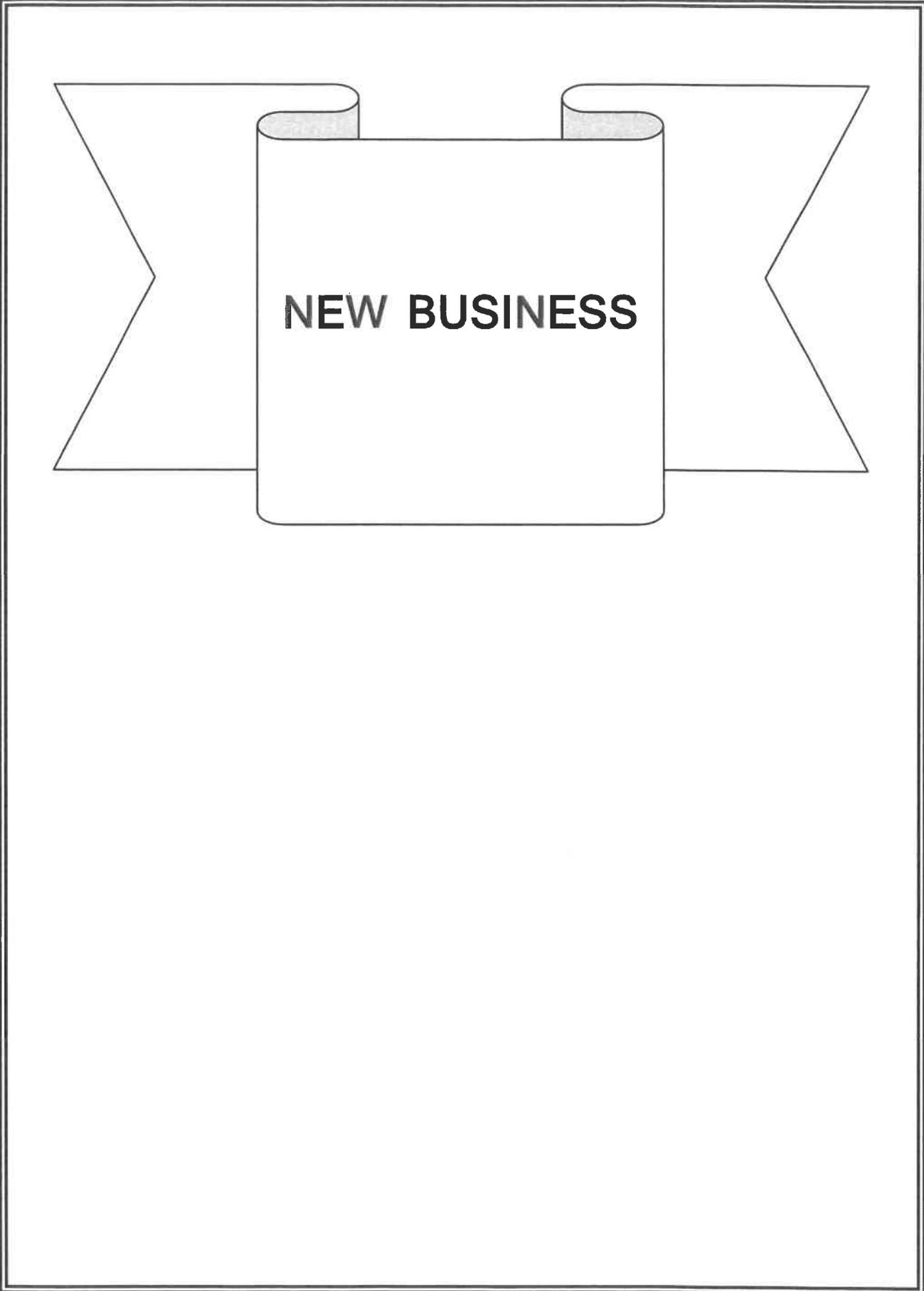
BACKGROUND: HAH 1, LLC applied for a commercial cannabis dispensary license in November 2017. A dispensary license was awarded to HAH 1, LLC by the City Council on March 13, 2018. The license was issued with the provision that a Certificate of Occupancy be obtained before the cannabis license would be issued for the business.

On August 11, 2020 Council held a public hearing to determine if the provisional license issued to Have a Heart should be revoked. At the meeting, the owner of the project, Ryan Kunkel assured staff he was ready to continue to project. He estimated 3-6 months to complete the buildout. Council continued the Public Hearing to August 25, 2020.

At the August 25th meeting Council granted the applicant 6 months to complete the project, provided they receive project status updates monthly. Staff was directed to secure a \$25,000 deposit from the developer and to formalize the terms of the extension in an agreement approved the City Attorney. The applicant was again advised the building permit would need to be renewed before any further construction commenced. Issues regarding a CalTrans permit were discussed and Council asked to be updated on that item as well.

STAFF REPORT: Since the August 25th meeting staff has invoiced Have a Heart for the \$25,000 deposit and is finagling the agreement. As of the writing of this staff report the permit has not been renewed and no updates regarding the CalTrans permit have been provided by the developer.

ATTACHMENTS:



NEW BUSINESS



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: September 08, 2020

SUBJECT: Tractor/ Loader and Roller Purchase – Street Department
PRESENTED BY: Daniel Ojeda, Interim Director of Public Works/City Engineer
PREPARED BY: Daniel Ojeda, Interim Director of Public Works/City Engineer

RECOMMENDATION: Authorize staff to purchase one John Deere 210L tractor/loader from RDO Agricultural Equipment Co. and one Caterpillar CB1.7 Utility Compactor/Roller through U.S. Communities/National Purchasing Partners in the amount of \$125,935.15.

FISCAL IMPACT: One hundred and twenty-five thousand, nine hundred thirty-five dollars and fifteen cents (\$125,935.15) from Central Garage; Capital Outlays/ Street Equipment.

BACKGROUND: The equipment used by the Street Department has become an extreme maintenance problem. During the last year, this equipment has experienced various major mechanical problems and Central Garage is having major problems repairing and maintaining the equipment in proper working condition.

STAFF REPORT: The Public Works Department has endured various equipment problems which at times has made the required maintenance of the City's infrastructure problematic. As such, the street department is currently in dire need of the new subject equipment. Both the tractor /loader and the street roller would help in the repair of the numerous pot holes throughout our streets and various parking lot facilities. The front loader utility tractor will have the capability to connect other pieces of equipment that will help greatly in the maintenance of the street and shoulder areas.

The City of Blythe is a member of National Purchasing Partners (NPP). Under NPP Lawn & Landscape Equipment (PG 5S), a John Deere 5100M Utility Tractor can be purchased without a bid process. Funding to purchase this equipment was allocated in the FY 20/21 budget.

The Public Works Department hereby requests City Council authorization to purchase a John Deere 210L tractor loader and a Caterpillar CB1.7 Utility Compactor Roller.

ATTACHMENTS:

1. RDO Equipment Co.; Quote for a new 2020 John Deere 210L tractor.
2. US Communities quote; for a new Caterpillar CB1.7 Utility compactor/roller



JOHN DEERE

Investment Proposal (Quote)

RDO Equipment Co.
3275 Hwy 86
Imperial CA, 92251
Phone: (760) 355-4331 - Fax: (760) 355-1821

	WARNING
Warning: Cancer and Reproductive Harm.	
<small>For more information go to: www.P65Warnings.ca.gov</small>	

Proposal for:
CITY OF BLYTHE
440 S MAIN ST
BLYTHE, CA, 922252717
RIVERSIDE

Investment Proposal Date:	8/13/2020
Pricing Valid Until:	9/12/2020
Deal Number:	1350594
Customer Account#:	6161006
CE Sales Professional:	Robert Luera
Phone:	(760) 355-7800
Fax:	
Email:	rluera@rdoequipment.com

Comments

12 MONTHS BASIC WARRANTY - "FULL COVERAGE"

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2020 JOHN DEERE 210L	\$135,300.13
			Other Freight & Set Up Fees	\$6,000.00
			MFG Program Gov Discount Sourcewell	(\$52,750.40)
			Equipment Subtotal:	\$88,549.73

Purchase Order Totals

Balance:	\$88,549.73
Tax Rate 3: (CARV 7.75%)	\$6,862.60
Sales Tax Total:	\$6,862.60
CA Tire Fee:	\$7.00
Sub Total:	\$95,419.33
Cash with Order:	\$0.00
Balance Due:	\$95,419.33

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2020 JOHN DEERE 210L	7001T8 210L TRACTOR LOADER 170C JDLINK 4G 5 YR SUBSCRIPTION 2025 OPEN CANOPY 2215 SEAT VINYL ENH W/TILT STEER 3085 3085 AXLE MSB W/O LS DIFF 4200 DOUBLE HITCH TILT 5330 3FUNC/5 FUNC ELECTRO HYDRAUL 7005 7005 BATTERY GP-SINGLE 7640 MP BUCKET W/SHOES & BOLT ON 8050 8050 DELUXE ELECTRICAL GP 8080 FIXED DRAWBARW 8095 ANTI THEFT 8097 REAR WEIGHT GP-1500 LBS 8100 WHEEL WEIGHT GP 8110 HAND THROTTLE 8115 MFWD DRIVE LINE GUARD 8120 284 BOX BLADE 8130 8130 RIDE CONTROL, GP 8160 TRANSMISSION GUARD MDF MDF

PRODUCT SPECIFICATIONS FOR CB1.7

WEIGHTS

Operating Weight 3538 lb

OPERATING SPECIFICATIONS

Standard Compaction Width 35 in
Curb Clearance 16 in
Ground Clearance 10 in
Travel Speed - Maximum 5.3 mile/h
Static Linear Load 72 lb/in

ENGINE

Gross Power 24.7 HP
Engine Model Cat C1.1

DIMENSIONS

Overall Length 80 in
Overall Width 40 in
Maximum Machine Height 94.5 in
Drum Width 35 in
Drum Diameter 22.5 in

VIBRATORY SYSTEM

Frequency 3420 V/m
Nominal Amplitude - High 0.019 in
Centrifugal Force per Drum - Maximum 3057 lb

SERVICE REFILL CAPACITIES

Fuel Tank Capacity 7.9 gal (US)



OMNIA
PARTNERS

NATIONAL IPA U.S. COMPACTORS RFP #161534

City of Blythe
Dealer Account Manager: Phil Carey
Caterpillar CB1.7 Utility Compactor
8/25/2020

City Of Tucson #161534 Bid Pricing

<u>Machine Only</u>		
Machine List Price		\$33,780.00
Member Discount	19.0%	-\$6,418.20
Freight		\$0.00
Machine Price		\$27,361.80
<u>Work Tools Only</u>		
Work Tool List Price		\$0.00
Member Discount	0.0%	\$0.00
Freight		\$0.00
Work Tools Price		\$0.00
Machine & Work Tool Total:		\$27,361.80

Trade

Year	None
Make	None
Model	None
Serial Number	None
Hours	0
Trade Allowance	\$0.00
Lien Amount	\$0.00
Allowance Valid Until	9/24/2020

Work Tools

None	\$0.00

Options (Not Included In Price)

None	\$0.00

Final Price

<u>Machine Only</u>		
Machine List Price		\$33,780.00
Discount	25.3%	-\$8,549.63
Machine Price		\$25,230.37
<u>Work Tools Only</u>		
Work Tools List Price		\$0.00
Discount	0.0%	\$0.00
Work Tools Price		\$0.00

Additional Cost To Sale (Dealer)

Pre-Delivery (Fuel, Cleaning and Inspection)	\$471.26
Factory to Dealer Freight	\$0.00
Delivery to Agency Yard	\$1,379.31
Travel, Time & Mileage for Warrantable Repairs	\$0.00
None	\$0.00
None	\$0.00
Total Additional Costs to Sale	\$1,850.57

Agency Added Costs

5 Year 2000 Hour Powertrain Hydraulics	\$1,240.00
None	\$0.00
Total Agency Added Costs	\$1,240.00

Savings Summary (Includes Added Agency and Dealer Costs to Sale)

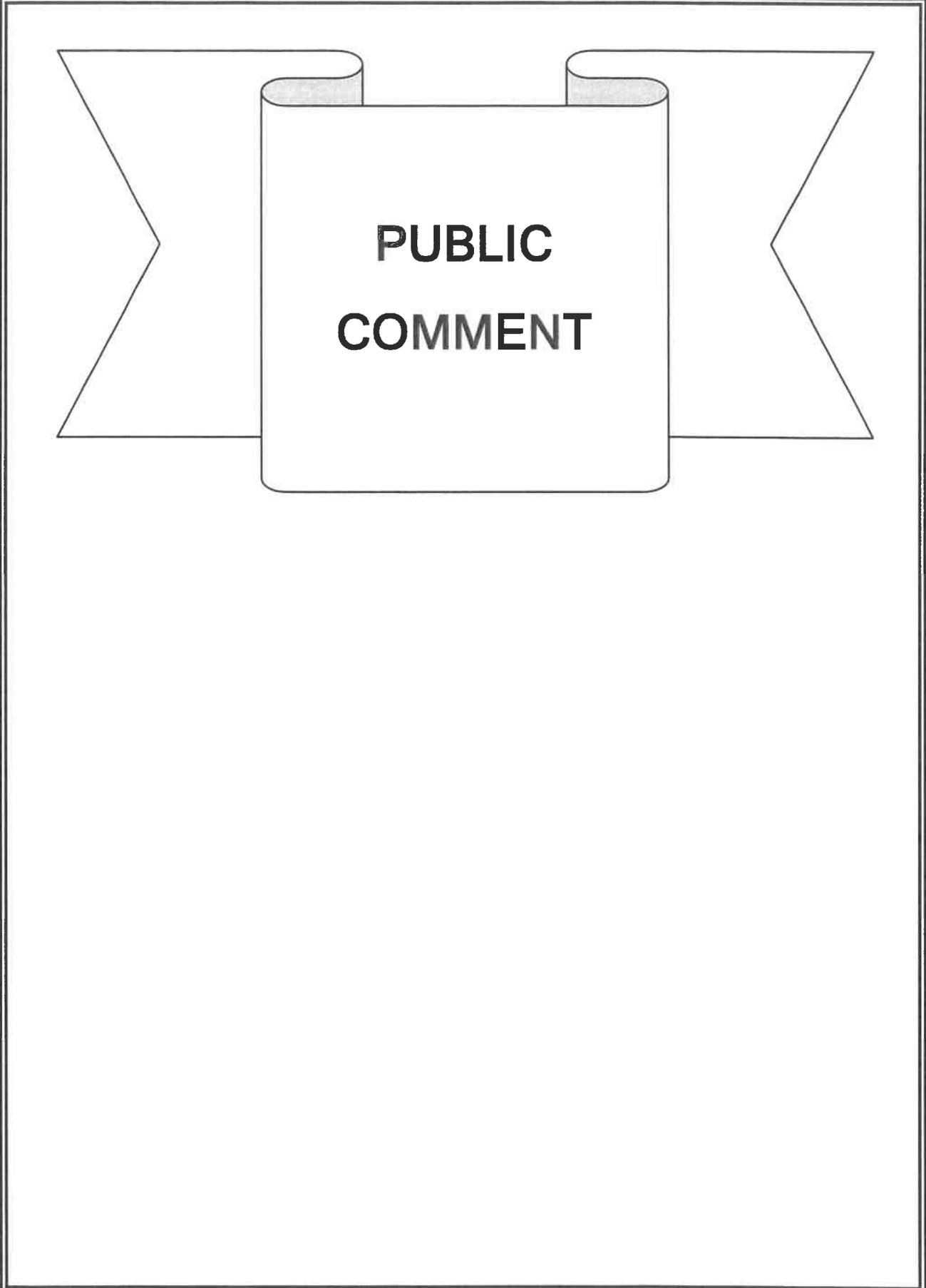
Contract #161534 Bid Price	\$30,452.37
City of Blythe Price	\$28,320.94
Savings from Maximum Bid Price	\$2,131.43

Sales Price

Subtotal Price	\$28,320.94
Trade Allowance	\$0.00
Subtotal Price Less Allowance	\$28,320.94
Tax Rate	7.75%
Trade Lien Amount	\$0.00
Total Invoice Price	\$30,515.82

\$ 30,515.82





**PUBLIC
COMMENT**

ADJOURN