

BLYTHE CITY COUNCIL



AGENDA

FEBRUARY 11, 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
Baron Bettenhausen, City Attorney

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



**CITY OF BLYTHE
CITY COUNCIL MEETING
February 11, 2020
5:15pm**

CALL TO ORDER

ROLL CALL

Mayor Reynolds	Interim City Manager/City Clerk Crecelius
Vice Mayor Egan	City Attorney Bettenhausen
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. **Public Employment**, Title: Fire Chief pursuant to Cal. Gov't Code 54957.

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).

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, and the information counter of the Palo Verde Valley District Library located at 125 W. Chanslorway, Blythe, California, during normal business hours. In addition such writings and documents will be posted on the City's website: www.cityofblythe.ca.gov.



**Meeting of
The Blythe City Council
February 11, 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
Interim Public Works Director Ojeda
City Attorney Bettenhausen

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 1-9)

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.

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, February 7, 2020.

2. Approval of the Warrant Register.

Recommendation: Approve **02/11/2020**, warrants numbered 71140 through 71217 and Utility Billing Refund warrants numbered 71218 through 71231 in the amount of \$139,948.30 and **02/11/2020**, warrants numbered 71232 through 71291 in the amount of \$263,116.01.

3. Approval of the Payroll Register.

Recommendation: Approve **02/11/2020**, warrants numbered 51540 through 51554 and Direct Deposits numbered 46667 through 46725 in the amount of \$216,274.68; **02/11/2020**, warrants numbered 51555 through 51566 and Direct Deposits numbered 46726 through 46782 in the amount of \$198,615.62; **02/11/2020**, warrants numbered 51567 through 51571 and Direct Deposits numbered 46783 through 46888 in the amount of \$75,196.00.

4. Minutes of the January 14, 2020 City Council Meeting.

Recommendation: Approve the Minutes of the January 14, 2020 meeting.

5. City of Blythe Permits issued for the Month of January 2020.

Recommendation: Receive and file this monthly report.

6. City of Blythe Fire Department Monthly Activity Report for January 2020.

Recommendation: Receive and file this monthly report.

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7. **City of Blythe Police Department Monthly Activity Report for January 2020.**

Recommendation: Receive and file this monthly report.

8. **Ordinance No. 900-2020 Enacting a Transactions and Use Tax if Adopted by the Electorate.**

Recommendation: Conduct the second reading, by title only, waiving further reading, of Ordinance No. 900-2020

ORDINANCE NO. 900-2020. AN ORDINANCE OF THE CITY OF BLYTHE, CALIFORNIA, ENACTING A TRANSACTIONS AND USE TAX (SALES TAX) TO BE ADMINISTERED BY THE DEPARTMENT OF TAX AND FEE ADMINISTRATION, SUBJECT TO ADOPTION BY THE ELECTORATE.

9. **Destruction of Records.**

Recommendation: Adopt Resolution No. 2020-006 authorizing the destruction of police records.

RESOLUTION NO. 2020-006. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE AUTHORIZING AND DIRECTING THE DESTRUCTION OF CERTAIN RECORDS AND DOCUMENTS PURSUANT TO THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

PUBLIC HEARING: None

CONTINUED BUSINESS: (Items 10-11)

10. **Blythe Clean-Up Day.**

Recommendation: Receive and file a report on clean-up day.

11. **Repair of Concrete Evaporation Pond-Wastewater Treatment Plant.**

Recommendation: Award the contract to R.E. Hoover in an amount not to exceed \$56,650 and authorize the City Manager to execute the documents and purchase orders necessary to complete the project.

NEW BUSINESS: (Item 12)

12. **Date Road Rehabilitation Project; Hobsonway to Barnard Street.**

Recommendation: Authorize the Mayor to execute an agreement with Pyramid Construction in an amount not to exceed \$344,730; and an additional \$96,773 for administration services and contingency; authorize the City Manager to approve change orders not exceeding \$10,000; authorize the City Manager to execute an agreement with Amir Engineering in an amount not to exceed \$29,250; establish a project budget of \$441,503 and authorize appropriate budget adjustments.

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 March 24, 2020 at 6:00 p.m. in the Council Chamber, 235 N. Broadway, Blythe, California.

NOTE TO THE PUBLIC:

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meeting, please contact ADA Coordinator Mallory Crecelius at (760) 922-6161 EXT. 1237 or by email at msutterfield@cityofblythe.ca.gov. 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).

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**CONSENT
CALENDAR**

Bank code :		union									
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount					
71179	1/28/2020	005603 CR&R INCORPORATED	(Continued)			227.72	Total :				227.72
71180	1/28/2020	007305 CROWE, CRISTINA	SAS-2020	012097	SOCCER ALL-STARS - A/B/C DIVISION I	2,688.00	Total :				2,688.00
71181	1/28/2020	006907 CT INTERNATIONAL	2211534	012052	SUPPLIES	140.08	Total :				140.08
71182	1/28/2020	000156 CYLE JOHNSON ELECTRIC INC	54027	012089	REPAIR/MAINTENANCE SERVICES	582.49	Total :				582.49
71183	1/28/2020	004431 DANA KEPNER COMPANY INC	9509682-00	012045	REPAIR/MAINTENANCE SUPPLIES	2,813.75	Total :				2,813.75
71184	1/28/2020	001757 DATA TICKET INC	108928 109094	012139 012139	PARKING CITATION PROCESSING 12/21 ADMIN CITATION PROCESSING 12/2019	100.00 217.00	Total :				317.00
71185	1/28/2020	003556 DAVID TAUSSIG & ASSOC., INC.	1912073	012140	PROFESSIONAL SERVICES THROUGH	813.96	Total :				813.96
71186	1/28/2020	005996 DE LAGE LANDEN PUBLIC FINANCE	66382369 66514970 66520488 66599744	011041 011257 011099 011100	CONTRACT #100-10153340 1/20-2/19/2L CONTRACT #25559071 LANIER/IMC300 CONTRACT #25553258 LANIER/IMC600 CONTRACT #25340910 LANIER/MP6054	3,839.07 301.61 417.82 52.10	Total :				4,610.60
71187	1/28/2020	002173 DEPARTMENT OF JUSTICE	426155 426355 429642	012058 012058 012123	LIVE SCAN SERVICES 12/2019 LIVE SCAN SERVICES 12/2019 BLOOD ALCOHOL ANALYSIS 10/2019	1,234.00 159.00 35.00	Total :				1,428.00
71188	1/28/2020	000704 DESERT VIEW MEDICAL	1533	012096	PROFESSIONAL SERVICES	680.00	Total :				680.00
71189	1/28/2020	002074 DIVERSIFIED INSPECTIONS CA INC	INDI18251	012087	REPAIR/MAINTENANCE SERVICES	515.00	Total :				515.00

Bank code :	union	Date	Vendor	Invoice	PO #	Description/Account	Amount
71190		1/28/2020	000016 E S BABCOCK & SONS INC	CA00483-0040	011102	TESTING SERVICES	697.00
				CA00485-0040	011102	TESTING SERVICES	45.00
				CA01049-0040	011102	TESTING SERVICES	54.40
				CA01085-0040	011102	TESTING SERVICES	192.95
				CA01086-0040	011102	TESTING SERVICES	15.00
				CA01088-0040	011102	TESTING SERVICES	45.00
				CA01091-0040	011102	TESTING SERVICES	108.80
				CA01281-0040	011102	TESTING SERVICES	27.20
				CA01625-0040	011102	TESTING SERVICES	45.00
					Total :		1,230.35
71191		1/28/2020	003696 EISENHOWER MEDICAL CENTER	2019-3336	012095	FORENSIC EVIDENTIARY EXAMINATIO	1,200.00
					Total :		1,200.00
71192		1/28/2020	003447 EXTREME AUTO BODY & CUSTOMS	6423	012043	REPAIR/MAINTENANCE SERVICES	165.00
					Total :		165.00
71193		1/28/2020	000115 FEDEX	6-893-31079	012141	EXPRESS SHIPPING	68.12
					Total :		68.12
71194		1/28/2020	002791 FISHER WIRELESS SERVICES INC	231542	012142	PORTABLE ANTENNAS - FD	77.58
					Total :		77.58
71195		1/28/2020	007069 FORTILINE, INC	4842007	012040	REPAIR/MAINTENANCE SUPPLIES	402.10
					Total :		402.10
71196		1/28/2020	003088 HUNTINGTON COURT REPORTERS	32590	012035	TRANSCRIPTION SERVICES 12/1-12/31	172.18
					Total :		172.18
71197		1/28/2020	000158 JORDAN IMPLEMENT CO	S07222	012064	REPAIR/MAINTENANCE SERVICES	4,652.16
					Total :		4,652.16
71198		1/28/2020	002150 LAW OFFICES OF JONES & MAYER	95424	012055	LEGAL SERVICES 12/2019	6,605.63
					Total :		6,605.63
71199		1/28/2020	007369 MJ3 INC	8	012062	BLOOD DRAWS/ION CALL FEES 12/2019	925.00
					Total :		925.00

Bank code :	union	Date	Vendor	Invoice	PO #	Description/Account	Amount
71200	1/28/2020	007421	MUNITEMPS STAFFING	129629	012143	INTERIM STAFFING/PW DIRECTOR - O.	4,000.00
				129644	012143	INTERIM STAFFING/PW DIRECTOR - O.	8,000.00
						Total :	12,000.00
71201	1/28/2020	002871	NELSON, JON KEVIN	12/2019	012092	INSPECTION SERVICES 12/2019	212.50
						Total :	212.50
71202	1/28/2020	005009	PARKER OIL PRODUCTS, INC	81639	011105	GASOLINE/OIL - EQUIPMENT	201.89
						Total :	201.89
71203	1/28/2020	003150	PITNEY BOWES	3103659642	011106 011106	TERM RENTAL CHARGES/CH 11/2/2019	1,519.69
						Total :	1,519.69
71204	1/28/2020	004525	PRECISION ELECTRIC CO INC	3-069969	011712	REPAIR/MAINTENANCE SERVICES	2,768.00
						Total :	2,768.00
71205	1/28/2020	000073	PUBLIC ENTITY RISK MGMT AUTHO	BT1907	012098	SETTLEMENT REIMBURSEMENT	596.00
						Total :	596.00
71206	1/28/2020	000213	QUILL CORPORATION	3639200	012036	SUPPLIES	128.13
				3752904	012063	SUPPLIES	228.42
				4018529	012060	SUPPLIES	164.00
						Total :	520.55
71207	1/28/2020	000216	RAMSEY TOWING	13295	012037	AVA TOWING SERVICES	700.00
						Total :	700.00
71208	1/28/2020	007484	RITCHIE, WILLIAM	020420	011999	TRAVEL - M&I 2/4-2/6/2020	155.00
						Total :	155.00
71209	1/28/2020	001564	RIVERSIDE CNTY SHERIFFS DEPT	BCTC0018915	012000	REGISTRATION - ARREST & CONTROL	84.00
				BCTC0018916	012000	REGISTRATION - FIREARMS/TACTICAL	118.00
				BCTC0018917	012000	REGISTRATION - DRIVING/FORCE OPT	102.00
						Total :	304.00
71210	1/28/2020	005981	ROAD RUNNER SANITARY	130963	012088	PARTS/SUPPLIES	95.04

01/28/2020 3:59:09PM

Bank code :		union									
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount					
71210	1/28/2020	005981	005981 ROAD RUNNER SANITARY								
71211	1/28/2020	006555	SEALMASTER OF SOUTHERN CA	012003	ASPHALT/EMULSION SUPPLIES	12,372.43					
											Total :
											95.04
71212	1/28/2020	000241	SMART & FINAL IRIS CORP	011126	SUPPLIES - SNACK SHACK	5.99					
				011126	SUPPLIES - SNACK SHACK	111.10					
				011126	SUPPLIES - SNACK SHACK	337.11					
											Total :
											454.20
71213	1/28/2020	004721	TEAMTALK NETWORK	011112	RADIO COMMUNICATIONS/IPD 2/2020	1,445.02					
											Total :
											1,445.02
71214	1/28/2020	001487	UNITED STATES POSTAL SERVICE	012144	POSTAGE	3,116.41					
											Total :
											3,116.41
71215	1/28/2020	003035	VERIZON WIRELESS	011116	WIRELESS SERVICE 12/14-1/13/2020	656.92					
				011116	WIRELESS SERVICE/WATER METERS	76.02					
											Total :
											732.94
71216	1/28/2020	000278	WEEKS PRINTING	012124	SUPPLIES - ENVELOPES	256.45					
				012094	SUPPLIES - 11X17	19.40					
											Total :
											275.85
71217	1/28/2020	007301	WILLIAMS, VICTOR	012091	REIMBURSEMENT - WWTP GRADE II E	155.00					
											Total :
											155.00
71218	1/28/2020	007391	CUNHA, RAPHAEL		UB Refund Cst #023944	64.60					
											Total :
											64.60
71219	1/28/2020	007497	FELIX, ALAYNE		UB Refund Cst #024037	108.83					
											Total :
											108.83
71220	1/28/2020	005992	FOLEY, KIMBERLIE		UB Refund Cst #018661	135.00					
											Total :
											135.00
71221	1/28/2020	007492	GARCIA, ROBERTO		UB Refund Cst #023325	121.17					

Bank code :	union			Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor					
71221	1/28/2020	007492	007492 GARCIA, ROBERTO	(Continued)			Total : 121.17
71222	1/28/2020	005543	HERNANDEZ, MARIA	Ref000201451		UB Refund Cst #017390	17.69
71223	1/28/2020	007493	NOON, JOHN	Ref000201456		UB Refund Cst #023650	17.69
71224	1/28/2020	007498	PALACIO, PAULINE	Ref000201463		UB Refund Cst #024073	0.22
71225	1/28/2020	007489	PIERCE JR, JAMES & REBECCA	Ref000201450		UB Refund Cst #003670	0.22
71226	1/28/2020	007490	PRICE, CHRIS	Ref000201453		UB Refund Cst #021083	11.34
71227	1/28/2020	005443	RATEKIN, PATTI	Ref000201458		UB Refund Cst #023903	11.34
71228	1/28/2020	007495	RIVERSIDE INVESTMENTS	Ref000201459		UB Refund Cst #023931	0.04
71229	1/28/2020	007491	SALIO, BETH	Ref000201454		UB Refund Cst #022868	0.04
71230	1/28/2020	007494	SMITH, JONATHAN	Ref000201457		UB Refund Cst #023888	0.09
71231	1/28/2020	007496	SMITH, JONATHAN	Ref000201461		UB Refund Cst #024030	0.09
92 Vouchers for bank code : union							0.84
92 Vouchers in this report							0.84
Bank total :							523.74
Total vouchers :							523.74
Bank total :							0.04
Total vouchers :							0.04
Bank total :							113.84
Total vouchers :							113.84
Bank total :							91.46
Total vouchers :							91.46
Bank total :							139,948.30
Total vouchers :							139,948.30

Voucher	Bank code :	union	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CLAIMS VOUCHER APPROVAL

WE, THE UNDERSIGNED OFFICERS OF THE CITY OF BLYTHE, CA DO HEREBY CERTIFY THAT THE WARRANTS NUMBERED 71140-71217 AND THE UTILITY BILLING REFUND WARRANTS NUMBERED 71218-71231 ARE HEREBY APPROVED IN THE AMOUNT OF \$139,948.30 ON THIS 11th DAY OF FEBRUARY, 2020.

CHRISTA ELMS
DIRECTOR OF FINANCE

DALE REYNOLDS
MAYOR

ERIC EGAN
VICE-MAYOR

JOSEPH DECONINCK
COUNCILMAN

JOSEPH HALBY
COUNCILMAN

JOHNNY RODRIGUEZ
COUNCILMAN

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : union						
71232	2/1/2020	005923 CALIFORNIA PUBLIC EMPLOYEES'	000015927468		HEALTH BENEFITS - ELECTED 2/2020	2,800.90
					Total :	2,800.90
71233	2/1/2020	005923 CALIFORNIA PUBLIC EMPLOYEES'	000015927465		HEALTH BENEFITS - ALL EMPLOYEES :	103,315.62
					Total :	103,315.62
71234	2/1/2020	006924 SUN LIFE FINANCIAL	923380		DENTAL, VISION, LIFE, STD, PREMIUM:	5,873.63
					Total :	5,873.63
71235	2/5/2020	000150 INLAND BUILDERS SUPPLY INC	194530	012121	PARTS/SUPPLIES	59.21
			198058	012102	PARTS/SUPPLIES	39.18
			198140	012102	PARTS/SUPPLIES	84.47
			199767	012102	PARTS/SUPPLIES	15.03
			J01038	012151	CLEAN-UP DAY SUPPLIES	105.33
			X65291	012102	PARTS/SUPPLIES	403.39
			X65300	012102	PARTS/SUPPLIES <CREDIT RETURN>	-139.79
					Total :	566.82
71236	2/11/2020	007436 ALANIZ, DANIELLE	FS1/2020	012159	FUNSTEPS INSTRUCTOR	700.00
					Total :	700.00
71237	2/11/2020	005178 ALFARO, EVELYN	ZPM1/2020	012160	ZUMBA INSTRUCTOR	375.00
					Total :	375.00
71238	2/11/2020	006906 AMN KEY SOLUTIONS	0265	010122	SALES TAX CONSULTANT SERVICES	8,000.00
					Total :	8,000.00
71239	2/11/2020	006873 ARAMARK UNIFORM & CAREER	001451121694	011092	UNIFORMS/MATS/TOWELS SERVICE	240.06
			001451133865	011092	UNIFORMS/MATS/TOWELS SERVICE	237.25
					Total :	477.31
71240	2/7/2020	007501 BARRERAS, ANGEL	FDD-2020	012161	DJ SERVICES - FATHER/DAUGHTER D/	150.00
					Total :	150.00
71241	2/11/2020	005976 CA SOCIETY OF MUNICIPAL	300004110	010095	MEMBERSHIP RENEWAL - C ELMS	110.00
					Total :	110.00

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : union						
71242	2/11/2020	000667 CITY OF BLYTHE:WATER UTILITIES	JAN 2020	011093	WATER/SEWER BILLING - CITY FACILIT	3,369.17
					Total :	3,369.17
71243	2/11/2020	001086 COPA INC	CL09649	011094	FUEL - CITY VEHICLES/FIRE DEPT	96.28
			CL09650	011094	FUEL - CITY VEHICLES/STREET DEPT	177.49
			CL09651	011094	FUEL - CITY VEHICLES/SEWER DEPT	338.47
					Total :	612.24
71244	2/11/2020	002044 COUNTY OF RIVERSIDE	HS0000006476	012155	LAB TESTING SERVICES	50.00
					Total :	50.00
71245	2/11/2020	005421 COUNTY OF RIVERSIDE	PU0000004919	011096	FLEET FUEL CHARGES 12/2019	6,735.57
					Total :	6,735.57
71246	2/11/2020	004884 CRECELIUS, MALLORY	020120	010080	REIMBURSEMENT - CLEAN-UP DAY SU	163.88
					Total :	163.88
71247	2/11/2020	000037 CULLIGAN SOFT WATER SERVICE	0637095	011098	WATER SERVICE/WWTP 1/31-2/28/2020	76.13
					Total :	76.13
71248	2/11/2020	000156 CYLE JOHNSON ELECTRIC INC	54055	012129	REPAIR/MAINTENANCE SERVICES	247.49
					Total :	247.49
71249	2/11/2020	004431 DANA KEPNER COMPANY INC	9509682-01	012104	PARTS/SUPPLIES	726.56
			9509682-02	012104	PARTS/SUPPLIES	1,613.44
					Total :	2,340.00
71250	2/11/2020	004033 DECONINCK, JOSEPH	013120	012162	REIMBURSEMENT - MILEAGE	50.33
					Total :	50.33
71251	2/11/2020	002173 DEPARTMENT OF JUSTICE	429594	012156	BLOOD ALCOHOL ANALYSIS 12/2019	210.00
					Total :	210.00
71252	2/11/2020	000094 DEPARTMENT OF TRANSPORTATION	SL200432	012147	110 OVERCROSS ELECTRICITY - OCT-N	2,428.10
					Total :	2,428.10
71253	2/11/2020	000016 E S BABCOCK & SONS INC	CA01940-0040	012146	SLUDGE TESTING	121.55

Bank code :	union						Amount
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
71287	2/11/2020	007485 VARGAS-RAMIREZ, ARTURO	(Continued)			231.47	
71288	2/11/2020	007254 WALLACE, JORDAN	SOC6/2019-6	012172	SOCCER OFFICIAL	140.50	
71289	2/11/2020	000278 WEEKS PRINTING	28350	012105	TICKETS - SOCCER ALL-STAR FUNDRA	49.78	
71290	2/11/2020	000757 WORLD OIL ENVIRONMENTAL SVCS	I500-00516653	012004	WASTE OIL SERVICE	65.00	
71291	2/11/2020	000280 ZUMAR INDUSTRIES INC	86803	011882	SIGNS	1,055.76	
60 Vouchers for bank code : union						1,055.76	
60 Vouchers in this report						263,116.01	
Bank total :						263,116.01	
Total vouchers :						263,116.01	

Bank code :	union	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CLAIMS VOUCHER APPROVAL

WE, THE UNDERSIGNED OFFICERS OF THE CITY OF BLYTHE, CA DO
HEREBY CERTIFY THAT THE WARRANTS NUMBERED 71232-71291
ARE HEREBY APPROVED IN THE AMOUNT OF \$283,116.01
ON THIS 11th DAY OF FEBRUARY, 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 12/27/2019 to 01/09/2020

Payday 01/17/2020

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 51540 to 51554 and Direct Deposits numbered 46667 to 46725 are hereby approved in the amount of \$216,274.68 this 12th day of February 2020.


Director of Finance

Mayor Reynolds

Vice Mayor Egan

Councilman De Coninck

Councilman Rodriguez

Councilman Halby

CITY OF BLYTHE

PAYROLL LISTING

Pay period 01/10/2020 to 01/23/2020

Payday 01/31/2020

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 51555 to 51566 and Direct Deposits numbered 46726 to 46782 are hereby approved in the amount of \$198,615.62 this 12th day of February 2020.


Director of Finance

Mayor Reynolds

Vice Mayor Egan

Councilman De Coninck

Councilman Rodriguez

Councilman Halby

CITY OF BLYTHE

PAYROLL LISTING

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

Payday 02/05/2020

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 51567 to 51571 and Direct Deposits numbered 46783 to 46888 are hereby approved in the amount of \$75,196.00 this 12th day of February 2020.



Christie Eves
Director of Finance

Mayor Reynolds

Vice Mayor Egan

Councilman De Coninck

Councilman Rodriguez

Councilman Halby

**Minutes of the Blythe City Council Meeting
January 14, 2020**

The January 14, 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 and Halby. Councilman Rodriguez was excused from the meeting. Staff in attendance included: Interim City Manager and City Clerk Crecelius, Finance Director and City Treasurer Elms, Chief Building Official Brown, Interim Public Works Director Ojeda, Interim Police Chief Coe and Deputy City Attorney Adams.

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

REPORT FROM CLOSED SESSION:

Deputy City Attorney Adams stated no action was taken in Closed Session so there is nothing to report.

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, January 10, 2020.

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

Recommendation: Approve **01/14/2020**, warrants numbered 70964 through 71047 and Utility Billing Refund warrants numbered 71048 through 71058 in the amount of \$392,334.98 and **01/14/2020**, warrants numbered 71059 through 71139 in the amount of \$351,763.92.

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

Recommendation: Approve **01/14/2020**, warrants numbered 51466 through 51489 in the amount of \$124,429.81; **01/14/2020**, warrants numbered 51490 through 51491 in the amount of \$84.03; **01/14/2020**, warrants numbered 51492 through 51493 in the amount of \$3,787.97; **01/14/2020**, warrants numbered 51494 through 51511 and Direct Deposits numbered 46447 through 46503 in the amount of \$219,253.43; **01/14/2020**, warrants numbered 51512 through 51516 and Direct Deposits numbered 46504 through 46609 in the amount of \$71,346.20; **01/14/2020**, warrants numbered 51517 through 51536 and Direct Deposits numbered 46610 through 46666 in the amount of \$219,249.87 and **01/14/2020**, warrants numbered 51537 through 51538 in the amount of \$447.89.

4. **Minutes of the December 10, 2019 City Council Meeting.**

Recommendation: Approve the Minutes of the December 10, 2019 meeting.

5. **City of Blythe Permits issued for the Month of December 2019.**

Recommendation: Receive and file this monthly report.

6. **City of Blythe Fire Department Monthly Activity Report for December 2019.**

Recommendation: Receive and file this monthly report.

7. **City of Blythe Police Department Monthly Activity Report for December 2019.**

Recommendation: Receive and file this monthly report.

8. **Investment Report for Second Quarter Fiscal Year 2019-20.**

Recommendation: Receive and file the quarterly investment report.

9. **Police Chief Employment Agreement – Joshua Coe.**

Recommendation: Authorize the City Manager to enter into an Employment Agreement with Joshua Coe for the position of Police Chief.

10. **SB 2 Planning Grants Program Application.**

Recommendation: Adopt Resolution No. 2020-001 authorizing the application for and receipt of SB 2 Planning Grant Program Funds.

RESOLUTION 2020-001. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS.

11. Amendment Number One to Vested Cannabis Master Development Agreement.

Recommendation: Council conduct the second reading, by title only, waiving further reading of Ordinance No. 897-19 approving an Amendment to the Development Agreement between the City and Palo Verde Center, LLC.

ORDINANCE NO. 897-19. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, APPROVING AMENDMENT NUMBER ONE TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLYTHE AND PALO VERDE CENTER, LLC.

No public comment. Councilman DeConinck moved approval of the Consent Calendar. The motion was seconded by Vice Mayor Egan with a unanimous aye vote. City Clerk Crecelius read the title of Ordinance No. 897-19 into the record.

Mayor Reynolds congratulated Josh Coe on becoming the City of Blythe's Police Chief.

CONTINUED BUSINESS:

Calling an Election to be held on May 5, 2020. City Clerk Crecelius stated at the December 10, 2019 meeting staff was directed to prepare the documents necessary to call an election to be held on May 5, 2020 to place a 1% Transactions and Use tax Measure on the ballot. Cities may only place a tax measure on the ballot at a regularly scheduled municipal election that also includes at least one open Council seat. The City's next General Municipal Election will be held on November 3, 2020. The only exception to the requirement is in the case of emergency declared by a unanimous vote of the Council. Over the past ten years, the City has reasonably managed its limited financial resources and has taken considerable steps to mitigate its continuing state of fiscal affairs, which included the layoff of 35% of the City's workforce and deferring maintenance. The City continues to experience stagnation in the local economy and the remaining effects of the Great Recession. The General Fund is no longer in a deficit position, but there are little to no reserves available for unexpected expenses. The City lacks the resources necessary to adequately maintain roads, tackle blight and building abatement, apply for state grants, attract new businesses and replace aging public safety equipment. Every year operational costs continue to rise and revenues are not keeping pace. Without new revenue sources in the near future the City will be forced to make additional cuts, which would once again impact the services provided to our residents. Resolution No. 2020-002 sets forth findings to support the Council's declaration of a fiscal emergency. The Resolution must be adopted by unanimous vote of the Council. Resolutions 2020-003 through 2020-005 are required to place the measure on the May Ballot. The Resolutions include language to call the election, set the ballot question that will be presented to voters, order the measure to be submitted to the voters, request the County Registrar of Voters to conduct the election, and set guidelines for accepting written and rebuttal arguments for and against the proposed tax measure. The Ballot question is as follows: *To provide the City of Blythe with funding to maintain police and fire services, fund blight and building abatement, address homelessness, attract/retain businesses, replace aging public safety equipment, make street/pothole repairs, and fund other general services, shall the measure establishing a 1% local sales tax (transactions and use tax) that will raise approximately \$1,144,000 annually, until ended by voters, with annual independent audits and all funds remaining in Blythe, be adopted?* A "yes" vote would be in favor of the establishment of a 1% transactions and use tax increase. A "no" vote would be a vote against the tax. If the tax measure is approved by voters in May, it would be paid by anyone shopping or dining in the City of Blythe. Due to this, a significant portion of the approximately \$1.14 million anticipated to be raised would be paid by travelers and visitors. If passed, a taxable purchase of

\$100 in Blythe would cost the consumer an additional \$1. This tax would not be applied to food purchased at local grocery stores or for prescription medication. All revenue collected from the adoption of this tax will remain in Blythe. The City Council would deem how the proceeds should be spent during the City's annual budget process. Items could include: replacement of aging police and fire equipment, funding for blight and building abatement to clean up our City, funding to attract new businesses to Blythe, repair and maintenance of roads, matching funds needed to apply for State and Federal Grants, and improving the financial health of the City. These funds would be subject to an annual independent audit. If approved by voters, the tax measure would go into effect as of October 1, 2020, with the first proceeds to be received by the City in January 2021. A city may levy, increase, or extend a transactions and use tax for general purposes if the ordinance proposing the tax is approved by a two-thirds vote of all City Council members and the tax is approved by a majority vote of the qualified voters of the city voting on the issue. It is important to note that the City Council is not deciding whether to impose the tax. Rather, the Council's role in this process is in deciding whether to place the matter on the ballot for consideration by the voters of Blythe. Therefore it is recommended Council take the following actions in order to place a 1% transactions and use tax measure on the May 5, 2020 ballot: Adopt, by unanimous vote, Resolution No. 2020-002 declaring a fiscal emergency. Adopt Resolutions 2020-003 through 2020-005 and conduct the first reading, by title only, waiving further reading of Ordinance No. 900-2020.

Public Comment. John Osborne asked if this would affect all sales in the City of Blythe. Interim City Manager stated there are some items that would not be affected such as bulk fuel sales purchased in Blythe but used outside of the area. For the most part, this measure would apply to anything that is currently charged sales tax.

Vice Mayor Egan moved approval of Resolution No. 2020-002. The motion was seconded by Councilman Halby with aye votes from Reynolds, Egan, DeConinck and Halby.

RESOLUTION NO. 2020-002. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, DECLARING A FISCAL EMERGENCY.

Vice Mayor Egan moved approval of Resolution No. 2020-003, 2020-004 and 2020-005. The motion was seconded by Councilman DeConinck with aye votes from Reynolds, Egan, DeConinck and Halby.

RESOLUTION NO. 2020-003. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, CALLING FOR AND GIVING NOTICE OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MAY 5, 2020, TO BE CONDUCTED WHOLLY BY MAIL-IN BALLOT, FOR THE SUBMISSION TO THE VOTERS OF AN ORDINANCE TO ESTABLISH A GENERAL TRANSACTIONS (SALES) AND USE TAX IN THE AMOUNT OF ONE PERCENT (1%).

RESOLUTION NO. 2020-004. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO PERMIT THE RIVERSIDE COUNTY REGISTRAR OF VOTERS TO RENDER SPECIFIED SERVICES TO THE CITY OF BLYTHE FOR THE CITY'S SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MAY 5, 2020.

RESOLUTION NO. 2020-005. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, AUTHORIZING MEMBERS OF THE CITY COUNCIL TO AUTHOR AND FILE WRITTEN ARGUMENTS, DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS, AUTHORIZING REBUTTAL ARGUMENTS, AND SETTING DEADLINES FOR THE SUBMISSION OF ARGUMENTS AND REBUTTALS REGARDING A CITY MEASURE TO ESTABLISH A ONE PERCENT (1%) TRANSACTIONS (SALES) AND USE TAX.

Councilman Halby moved to conduct the first reading, by title only, waving further reading of Ordinance No. 900-2020. The motion was seconded by Councilman DeConinck with aye votes from Reynolds, Egan, DeConinck and Halby. City Clerk Crecelius read the title of the ordinance into the record.

ORDINANCE NO. 900-2020. AN ORDINANCE OF THE CITY OF BLYTHE, CALIFORNIA, ENACTING A TRANSACTIONS AND USE TAX (SALES TAX) TO BE ADMINISTERED BY THE DEPARTMENT OF TAX AND FEE ADMINISTRATION, SUBJECT TO ADOPTION BY THE ELECTORATE.

Repair of Concrete lined Debris Basin- Wastewater Treatment Plant. Interim City Manager Crecelius stated The Regional Water Quality Control Board adopted Board Order R7-2016-0013 on June 30, 2016 regulating the waste discharge requirements of the City of Blythe as the owner and operator of the Blythe Municipal Wastewater Treatment Plant. The Board approved a work plan to produce a City-Wide Salinity Study on October 6, 2017. At the July 10, 2018 meeting Council authorized staff to award a contract to The Holt Group for the City Wide Salinity Study. On November 28, 2018 the Regional Board issued a Notice of Violation to the Wastewater Treatment Plant describing violations to the Waste Discharge Requirements as prescribed in the Board Order for the months of June, July, August and September of 2018. The Notice of Violation required the immediate implementation of corrective and preventive actions, and to ensure full compliance of the Board Order. The Notice of Violation explained the enforcement actions that may apply if their requirements are not met. Actions include up to \$5,000 for each day the violation occurs, or \$10 for each gallon of waste discharged, and may be assessed by the Regional board beginning the date the violations first occurred. In May 2019 Council met in a Study Session to discuss the results of the Salinity Study and how to address the Notice of Violation. At the June 5, 2019 meeting, Council awarded a contract to The Holt Group for the engineering design to rehabilitate two (2) evaporation ponds at the WWTP. A bid document was prepared by the Holt Group and three sealed bids were received on January 2, 2020. The bids included AZCA Drilling and Pump in the amount of \$46,455.00, Burrow Construction in the amount of \$49,500.00 and R.E. Hoover in the amount of 44,605.00. Staff determined R.E. Hoover to be the responsive and responsible bidder and recommends awarding the contract to R.E. Hoover for the basin repair at the WWTP. The second basin in need of rehabilitation will be repaired by separate bid, after the completion of the first basin.

No public comment. Councilman DeConinck moved approval of staff's recommendation. The motion was seconded by Vice Mayor Egan with a unanimous aye vote.

NEW BUSINESS:

Letter of Engagement- Greg Cervantes. Interim City Manager Crecelius stated in December staff learned Sandy Hudson and former Councilman Oscar Galvan met with Greg Cervantes, former Chief of Staff to Manuel Perez, during Manuel's time as a State Assemblyman representing Blythe. Mr. Cervantes currently works with a number of Indian Tribes and they discussed the feasibility of placing a casino in Blythe. Mr. Cervantes stated with a letter from the City authorizing him to open negotiations he could determine if any tribes had an interested in placing a gaming operation in the City. Staff spoke with Greg and he is willing to provide his services for this effort at no cost to the City. The goal would be to bring both the City and an interested Tribe to the table to open discussions/negotiations. It is recommended Council authorize the Mayor to execute the attached letter of engagement.

Public comment. John Osborne of 138 E. Hobsonway asked if this would affect any current interest. It was reported it would not.

Councilman DeConinck moved approval of staff's recommendation. The motion was seconded by Vice Mayor Egan with a unanimous aye vote.

Councilman DeConinck thanked Sandy Hudson and Oscar Galvan for reaching out to Mr. Cervantes.

Request to Waive Fees for a Zone Change/General Plan Amendment. Interim City Manager Crecelius stated in 2019 staff received a request for a Zoning Verification on the 100 block of N. Hickory Rd. for a potential cannabis business. The letter was issued stating the property was located in a C-G zone

which is an approved zone for cannabis. In later talks with the developer staff realized the wrong property had been identified during Zoning Verification and the 100 block of N. Hickory was actually zoned residential triggering the need for a zone change. Due to the error being on the part of City staff, staff told the developer a request would be made to Council asking for a fee waiver for the Zone Change/General Plan Amendment necessary to continue the project. The fee for a Zone Change/GPA is \$2,630 which covers the cost of staff time to process the request. A Zone Change/GPA triggers the need for environmental review. As the City retains a consultant for this work, staff is not recommending waving those fees as it's a direct cost to the City. The developer understands there will be costs associated with CEQA review. It is therefore recommended Council waive the Zone Change/General Plan Amendment fee of \$2,630 for Anthony Orfanos to construct a Commercial cannabis facility in the 100 block of N. Hickory Rd.

No public comment. Vice Mayor Egan moved approval of staff's recommendation. The motion was seconded by Councilman DeConinck with a unanimous aye vote.

March's City Council Meeting Schedule. Interim City Manager Crecelius stated to accommodate my family leave beginning in mid February it is recommended Council go dark on March 10th, and hold March's City Council Meeting on the 24th, which is the fourth Tuesday of the month. This will enable me to prepare the Agenda for and be in attendance at the March City Council meeting. After March, meetings will resume their normal schedule of the 2nd Tuesday of every month.

No public comment. Councilman DeConinck moved approval of staff's recommendation. The motion was seconded by Vice Mayor Egan with a unanimous aye vote.

Blythe Clean Up Day. Interim City Manager Crecelius stated this is a receive and file item. The next City wide Cleanup Day is schedule for February 1, 2020 from 7-11am in Todd Park. We are hoping for a large turnout in order to remove trash and debris from a number of areas throughout the City. Transportation, supplies and refreshments are being provided during the event. We have a number of sponsors and community partner's working to make this a great event for the City. We welcome the public to attend.

No public comment. The item was received and filed.

Replacement of Biolac System Aeration Lines- Waste Water Treatment Plant. Interim Public Works Director Ojeda stated it was recently discovered some of the lines below ground are leaking. We are not getting enough air into the system to properly aerate the wastewater. We are declaring this an emergency. We received quotes from Fortline Waterworks for the parts needed for the repair and from R.E. Hoover to do the repair. We will get this going as soon as possible, with it to be completed by early March in time for the annual inspection by the State Water Resources Control Board.

No public comment. Vice Mayor Egan moved approval of staff's recommendation. The motion was seconded by Councilman DeConinck with a unanimous aye vote.

ORAL REPORTS:

Councilman Halby provided a status update on various cannabis projects within the City.

Councilman DeConinck stated George Colangeli with PVVTA presented the Blythe Wellness Express Program to the RCTC Board at their meeting last week. He asked George to give an overview of the presentation. Councilman DeConinck also reported on the upcoming Blue Grass Festival scheduled for this weekend.

PUBLIC COMMENT:

Valerie Hudson stated she was representing 1 of 6 young men who will be awarded Eagle Scout at the LDS Church. The mothers asked me to present you with an invitation to the event. Two of these projects were to benefit the City of Blythe. Troop #429 has closed their doors after 70+ years. These will be the last boys to achieve Eagle Scout. I am also here representing the Chamber of Commerce and invite you to attend our first mixer at the Museum next Wednesday. We hope to have the Chamber door open as of the 22nd. They will be open Monday through Friday from 10am to 2pm staffed with volunteers.

Sabrina Pineda asked for improvements to be made at Engvik Park such as playground equipment, drinking fountains and maintenance.

Scott Thomas of 790 Aurora Way stated he coaches girl's basketball at the Recreation Center. He believes the girls are being treated unfairly and asked Council to take some action to rectify the situation.

John Osborne of 138 E. Hobsonway asked if the City would be represented at the Opportunity Zone Conference. It was reported Interim City Manager Crecelius and Councilman Rodriguez would be in attendance. He also stated he was asked by the Chamber of Commerce to look into signage for the City.

Daniella Thomas of 790 Aurora Way stated I am 12 years old and play basketball in the City's Rec league. I believe boys and girls should be treated fairly and the City of Blythe is not doing that. The Boys have 12 games or 12 hours of gym time and the girls have 6 games or 6 hours of gym time. Please make it fair for boys and girls by giving the girls 6 more hours in the gym.

ADJOURN: The City Council meeting was adjourned at 6:50pm.

Dale Reynolds, Mayor

ATTEST:

Mallory Crecelius, City Clerk

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

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1912-028 1/17/2020	COM-ADD	151 SOUTH LOVEKIN BOULEV 836123007	DCR CONSTRUCTION INC D C R CONSTRUCTION INC	150,000.00	3,006.14	3,006.14
12/23/2019 1/15/2020	ISSUED	Permit Name Add 337 sq ft & Drive Thru				
Total for: COM-ADD				150,000.00	3,006.14	3,006.14

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2001-025 1/15/2020	CONC APPROACH	155 NORTH THIRD STREET 845153013	MARGARET HOCKETT EARL SCHMID	1,500.00	561.00	561.00
1/15/2020 12/13/2019	ISSUED	Permit Name APPROACHWAY				
Total for: CONC				1,500.00	561.00	561.00

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1912-030 1/24/2020	DEVEL	840 EAST HOBSONWAY 854020023	ABS CA O RK BUILD GROUP INC	0.00	3,310.00	3,310.00
12/30/2019 1/21/2020	ISSUED	Permit Name Civil Improvements				
Total for: DEVEL				0.00	3,310.00	3,310.00

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1912-018 1/7/2020	ELEC SOLAR	1325 EAST ELEVENTH AVENUE 857020020	MATTHEW & KRISTAL ALVAR/ STEVE GRIFFIN CONSTRUCTI	47,450.00	281.92	281.92
12/6/2019 12/20/2019	FINALED	Permit Name ROOF MOUNT SOLAR				
B1912-027 1/8/2020	ELEC SOLAR	331 NORTH SECOND STREET 845072022	MARIA B FLORES INFINITY ENERGY INC	20,000.00	135.35	135.35
12/18/2019 1/8/2020	FINALED	Permit Name SOLAR				
Total for: ELEC				67,450.00	417.27	417.27

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1911-031 1/9/2020	ENCROACHMENT	VARIOUS (see cut sheet)	CITY RIGHT OF WAY SOUTHERN CALIFORNIA EDIS	0.00	345.00	345.00
11/21/2019 11/22/2019	ISSUED	Permit Name NOVEMBER BLANKET PERMIT				
B1911-019 1/9/2020	ENCROACHMENT	VARIOUS (see cut sheet)	CITY RIGHT OF WAY SOUTHERN CALIFORNIA EDIS	0.00	345.00	345.00
11/19/2019 11/19/2019	ISSUED	Permit Name DECEMBER BLANKET PERMIT				
B2001-015 1/14/2020	ENCROACHMENT BACKFLOW	840 EAST HOBSONWAY 854020023	ABS CA O CRECELIUS INC	1,308.00	96.00	96.00
12/2/2019 1/13/2020	ISSUED	Permit Name BACKFLOW DEVICE				
Total for: ENCROACHMENT				1,308.00	786.00	786.00

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

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2001-035 1/16/2020	FENCE	180 HEFLIN DRIVE 824170048	SYLVIA HERRERA OWNER	6,000.00	80.00	80.00
1/16/2020 1/16/2020	ISSUED	Permit Name Pipe & Sucker Rod Fence				
Total for: FENCE				6,000.00	80.00	80.00

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2001-005 1/10/2020	MECH	545 GATEWAY STREET 869431006	JOSE & DALILA MOJICA ENVIRONMENTAL ASSESSME	3,600.00	97.00	97.00
1/9/2020 1/10/2020	ISSUED	Permit Name FURNACE				
B2001-016 1/21/2020	MECH	370 SOUTH FIRST STREET 848141028	LINCOLN & LORETTA EDMON JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
1/9/2020 1/15/2020	ISSUED	Permit Name				
B2001-006 1/10/2020	MECH	146 LEE STREET 842060029	JUVENAL & SEFERINA MARTI ENVIRONMENTAL ASSESSME	3,000.00	97.00	97.00
1/9/2020 1/10/2020	ISSUED	Permit Name FURNACE				
B1911-022 1/2/2020	MECH	341 NORTH NINTH STREET 851033014	BETTY L BLACKWOOD JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
11/15/2019 11/21/2019	ISSUED	Permit Name				
B2001-007 1/21/2020	MECH	1318 BRUCE COURT 836171008	ALFONSO SANCHEZ JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
1/6/2020 1/15/2020	ISSUED	Permit Name				
B2001-008 1/21/2020	MECH	400 SOUTH FIFTH STREET 848172031	LINCOLN & LORETTA EDMON JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
1/9/2020 1/15/2020	ISSUED	Permit Name				
B2001-009 1/21/2020	MECH	360 SOUTH FIRST STREET 848141027	SOFIA M BASURTO JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
1/9/2020 1/15/2020	ISSUED	Permit Name				
B2001-010 1/21/2020	MECH	575 NORTH FOURTH STREET 842121001	LUSK FAMILY TRUST JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
1/9/2020 1/15/2020	ISSUED	Permit Name				
B2001-011 1/21/2020	MECH	1325 WEST BARNARD STREET 836154021	JOSE LUNA JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
1/9/2020 1/15/2020	ISSUED	Permit Name				
B2001-012 1/21/2020	MECH	455 NORTH FIFTH STREET 845180010	JUAN & YOLANDA VINGOCHE JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
1/9/2020 1/15/2020	ISSUED	Permit Name				
B1911-029 1/2/2020	MECH	491 DOWNS COURT 842032005	ALFRED D & GRACE TAYLOR JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
11/15/2019 11/21/2019	ISSUED	Permit Name				
B2001-027 1/21/2020	MECH	450 NORTH SOLA AVENUE 851021005	WILLIAM GANTES II & TINA LI JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
1/15/2020 1/16/2020	ISSUED	Permit Name				

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

B1911-023 1/2/2020 11/15/2019 11/21/2019	MECH ISSUED	1358 WEST MICHIGAN STREET 836153008 Permit Name	FRANCISCO & ADELAIDA BEC. JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
B1911-024 1/2/2020 11/15/2019 11/21/2019	MECH ISSUED	550 HOLLEY LANE 842025011 Permit Name	JERRY & SOPHIA GUILIN JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
B1911-025 1/2/2020 11/15/2019 11/21/2019	MECH ISSUED	444 EARLE STREET 851143013 Permit Name	JUAN & JUANITA HERRERA JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
B1911-026 1/2/2020 11/15/2019 11/21/2019	MECH ISSUED	137 SOUTH SIXTH STREET 848083012 Permit Name	LEONEL & ROSA MARIA ARB JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
B1911-027 1/2/2020 11/15/2019 11/21/2019	MECH ISSUED	951 EAST CHANSLORWAY 857075008 Permit Name	HARKINSON FAMILY LIVING T JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
B1911-028 1/2/2020 11/15/2019 11/21/2019	MECH ISSUED	1184 NORTH BROADWAY 839120014 Permit Name	EUGENE GRANER JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
B2001-013 1/21/2020 1/9/2020 1/15/2020	MECH ISSUED	481 SEVILLE LANE 839066003 Permit Name	ANTONIO GONZALEZ JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
B2001-028 1/21/2020 1/15/2020 1/16/2020	MECH ISSUED	1083 TORO CIRCLE 869362010 Permit Name	JOSE & ADELA HERNANDEZ JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
B2001-014 1/21/2020 1/9/2020 1/15/2020	MECH ISSUED	950 CORTEZ AVENUE 839052003 Permit Name	HECTOR & ROSA MARTINEZ JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
B2001-026 1/21/2020 1/15/2020 1/16/2020	MECH ISSUED	351 NORTH NINTH STREET 851033013 Permit Name	TOMMY & GLORIA COPPLE JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
B2001-024 1/21/2020 1/15/2020 1/15/2020	MECH ISSUED	201 NORTH GUMWOOD ROAD 851110046 Permit Name	SANDRA ADAN DURAN JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
B2001-023 1/21/2020 1/15/2020 1/15/2020	MECH ISSUED	775 MICHELLE COURT 842200008 Permit Name	MONGE & MARTINEZ JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
B2001-022 1/21/2020 1/15/2020 1/15/2020	MECH ISSUED	1251 NORTH EUCALYPTUS AV. 839010010 Permit Name	EVELYN J ALFARO JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
B2001-019 1/21/2020 1/9/2020 1/15/2020	MECH ISSUED	321 SOUTH FOURTH STREET 848163003 Permit Name	RICHARD & CRISTINE CASTR JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00
B2001-018 1/21/2020 1/9/2020 1/15/2020	MECH ISSUED	1124 CATALINA DRIVE 839021007 Permit Name	HOWARD & DEBORAH SMITH JOHN HARRISON CONTRACTII	3,000.00	97.00	97.00

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

B2001-017 1/21/2020 1/9/2020 1/15/2020	MECH ISSUED	1030 NORTH LOVEKIN BOULE 839031027 Permit Name	MARVIN & MARILYN POE JOHN HARRISON CONTRACTI	3,000.00	97.00	97.00
B2001-029 1/21/2020 1/15/2020 1/16/2020	MECH ISSUED	204 SHADED PALM 824222002 Permit Name	JOSE A PRIETO JOHN HARRISON CONTRACTI	3,000.00	97.00	97.00
Total for: MECH				87,600.00	2,813.00	2,813.00

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2001-020 1/31/2020 1/14/2020 1/21/2020	OTHER ISSUED	245 NORTH MAIN STREET 845121021 Permit Name Interior Remodel	SONIA KIM KELLEY FERNANDOS AFFORDABLE FU	15,000.00	936.29	936.29
B1912-016 1/24/2020 12/2/2019 12/17/2019	OTHER ISSUED	840 EAST HOBSONWAY 854020023 Permit Name INTERIOR REMODEL	ABS CA O RK BUILD GROUP INC	200,000.00	4,344.69	4,344.69
B1909-030 1/14/2020 9/16/2019 10/10/2019	OTHER ISSUED	3504 WEST HOBSONWAY 824142024 Permit Name TOWER MODIFICATIONS	COVINGTON & PASSMORE ET. MASTEC NETWORK SOLUTIOI	10,000.00	427.97	427.97
B1902-047 1/15/2020 2/26/2019 1/13/2020	OTHER ISSUED	378 NORTH EUCALYPTUS AVE 845040033 Permit Name Tower Modifications	CAPT JACOB E BAKER POST 25 MASTEC NETWORK SOLUTIOI	24,000.00	710.06	710.06
B1911-034 1/16/2020 11/13/2019 12/2/2019	OTHER ISSUED	491 SOUTH SEVENTH STREET 848171038 Permit Name TOWER MODIFICATIONS	AT & T COMMUNICATIONS CA MASTEC NETWORK SOLUTIOI	10,000.00	469.58	469.58
Total for: OTHER				259,000.00	6,888.59	6,888.59

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1910-033 1/9/2020 10/23/2019 10/23/2019	PLUMB WATER HEATER ISSUED	375 SOUTH LOVEKIN BOULEV 836141013 Permit Name WATER HEATER	ZEE PROPERTIES LLC CRECELIUS INC	1,940.52	36.00	36.00
B2001-041 1/21/2020 1/21/2020 1/21/2020	PLUMB ISSUED	780 JOSIE STREET 842200002 Permit Name & CABINETS	G BUTLER TRUST TRANSFORM SR HOME IMPRO	8,907.00	97.00	97.00
B2001-001 1/6/2020 1/6/2020 1/6/2020	PLUMB WATER HEATER FINALED	200 EAST FOURTEENTH AVEN 869080047 Permit Name WATER HEATER	IMELDA CONTRERA & I GONZ. OWNER	1,000.00	36.00	36.00
B2001-033 1/17/2020 1/15/2020 1/16/2020	PLUMB WATER HEATER FINALED	502 NORTH FIFTH STREET 842124010 Permit Name WATER HEATER	GLORIA G SALAZAR OWNER	726.91	36.00	36.00
B1910-029 1/9/2020 10/7/2019 10/7/2019	PLUMB WATER HEATER ISSUED	480 CHOLLA STREET 851162002 Permit Name WATER HEATER	MARCO & MAYRA HURTADO CRECELIUS INC	991.00	36.00	36.00

City of Blythe
PERMITS ISSUED

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

B1910-030 1/9/2020 10/7/2019 10/7/2019	PLUMB WATER HEATER ISSUED	1001 EAST BARNARD STREET 851032036 Permit Name	ERNEST & BETTY MILLER CRECELIUS INC WATER HEATER	991.00	36.00	36.00
B1910-032 1/9/2020 10/22/2019 10/22/2019	PLUMB WATER HEATER ISSUED	926 EAST AVENUE B 851052003 Permit Name	RUBEN GONZALEZ JR CRECELIUS INC WATER HEATER	991.00	36.00	36.00
B1910-034 1/9/2020 10/31/2019 10/31/2019	PLUMB WATER HEATER ISSUED	581 PARKER PLACE 842025015 Permit Name	MARY C RAMSEY CRECELIUS INC WATER HEATER	991.00	36.00	36.00
B2001-002 1/10/2020 1/9/2020 1/10/2020	PLUMB WATER HEATER FINALED	380 NORTH TENTH STREET 851031011 Permit Name	CURTIS & PENNY CRECELIUS ENVIRONMENTAL ASSESSME WH & LANDSCAPING	1,400.00	36.00	36.00
B2001-004 1/10/2020 1/9/2020 1/10/2020	PLUMB WATER HEATER FINALED	1124 CATALINA DRIVE 839021007 Permit Name	HOWARD & DEBORAH SMITH ENVIRONMENTAL ASSESSME WH & LANDSCAPING	1,400.00	36.00	36.00
B1910-031 1/9/2020 10/21/2019 10/21/2019	PLUMB WATER HEATER ISSUED	230 WEST CHAPARRAL DRIVE 842141014 Permit Name	DENNIS KLINGENSMITH CRECELIUS INC WATER HEATER	455.80	36.00	36.00
B2001-003 1/10/2020 1/9/2020 1/10/2020	PLUMB WATER HEATER ISSUED	575 GATEWAY STREET 869431010 Permit Name	TERESA SMITH ENVIRONMENTAL ASSESSME WH & LANDSCAPING	1,400.00	36.00	36.00
B1911-038 1/9/2020 11/25/2019 11/25/2019	PLUMB WATER HEATER ISSUED	820 YUCCA DRIVE 842221005 Permit Name	BRYAN J RYLEY CRECELIUS INC WATER HEATER	991.00	36.00	36.00
B1912-035 1/9/2020 12/23/2019 12/23/2019	PLUMB WATER HEATER FINALED	2647 COLORADO RIVER ROAI 833370033 Permit Name	ARTHUR & MARLO FLECK CRECELIUS INC WATER HEATER	991.00	36.00	36.00
B1912-033 1/9/2020 12/18/2019 12/18/2019	PLUMB WATER HEATER ISSUED	1101 WEST HOBSONWAY 836080059 Permit Name	BLYTHE SIZZLER LP CRECELIUS INC WATER HEATER	5,472.00	36.00	36.00
B1912-032 1/9/2020 12/16/2019 12/16/2019	PLUMB WATER HEATER ISSUED	481 NORTH EUCALYPTUS AVE 845030007 Permit Name	HPD RIVERSIDE CRECELIUS INC WATER HEATER	991.00	36.00	36.00
B1912-031 1/9/2020 12/2/2019 12/2/2019	PLUMB WATER HEATER ISSUED	219 EAST CHAPARRAL DRIVE 842192011 Permit Name	TORRES ET AL CRECELIUS INC WATER HEATER	991.00	36.00	36.00
B1912-034 1/9/2020 12/9/2019 12/9/2019	PLUMB WATER HEATER ISSUED	930 CORTEZ AVENUE 839052004 Permit Name	EFRAIN & JOANNA GARCIA CRECELIUS INC WATER HEATER	991.00	36.00	36.00
Total for: PLUMB				31,621.23	709.00	709.00

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1911-037 1/16/2020 11/19/2019 12/3/2019	POOL ISSUED	620 NORTH NINTH STREET 857065006 Permit Name	MARCO A & TERESA GUILIN A & R POOLS INC	32,000.00	1,199.52	1,199.52

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

B2001-034 1/27/2020 1/13/2020 1/21/2020	POOL ISSUED	401 SAGE BRUSH STREET 851172014 Permit Name	MANUEL & JORDAN LUNA AMERICAN HERITAGE POOL C	40,000.00	1,326.39	1,326.39
Total for: POOL				72,000.00	2,525.91	2,525.91

Permit No./Issued	Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2001-040 1/17/2020 1/17/2020 1/17/2020	RERF TEAR OFF ISSUED		245 NORTH MAIN STREET 845121021 Permit Name	SONIA KIM KELLEY FERNANDOS AFFORDABLE FU TEAR OFF & FLOORING	5,500.00	157.41	157.41
B2001-048 1/30/2020 1/30/2020 1/30/2020	RERF OVER EXIST ISSUED		536 EAST HOBSONWAY 848082003 Permit Name	G & C PROP OWNER OVER EXISTING	500.00	131.50	131.50
B2001-047 1/30/2020 1/30/2020 1/30/2020	RERF TEAR OFF ISSUED		229 EAST HOBSONWAY 845152011 Permit Name	LAURENCE E MCCALLEY III OWNER TEAR OFF	2,000.00	142.17	142.17
B2001-021 1/15/2020 1/15/2020 1/15/2020	RERF OVER EXIST ISSUED		410 NORTH NINTH STREET 851032025 Permit Name	GARY & MARLENE KRUMWIEJ OWNER OVER EXISTING	9,000.00	208.97	208.97
Total for: RERF				17,000.00	640.05	640.05	

Permit No./Issued	Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1912-015 1/8/2020 12/12/2019 1/7/2020	RES-STOR ISSUED		3600 QUAIL RUN ROAD 821170082 Permit Name	NASCA FAMILY TRUST OWNER Storage Bldg	169,690.00	2,879.79	2,879.79
Total for: RES-STOR				169,690.00	2,879.79	2,879.79	

Permit No./Issued	Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
RC1810-001 1/15/2020 10/2/2018 10/10/2019	RIVCOUNTY ISSUED		8500 20TH AVENUE 875110009 Permit Name	FONDOMONTE CALIFORNIA L CRAFTSMAN RESTORATIONS RADIO ANTENNA	27,000.00	1,243.78	1,243.78
RC1912-002 1/3/2020 12/19/2019 12/30/2019	RIVCOUNTY FINALED		87 ARROWHEAD, CK 12 Permit Name	PVID SHAWN COPELAND ELECTRICAL FOR IRRIGATION	800.00	294.40	294.40
RC1912-001 1/9/2020 12/20/2019 12/20/2019	RIVCOUNTY SOLAR ISSUED		12781 COYOTE COURT 824180018 Permit Name	JUSTIN & VICTORIA SCHREITE TESLA ENERGY OPERATIONS, SOLAR & UPGRADE	23,000.00	431.49	431.49
RC1911-003 1/2/2020 11/15/2019 11/21/2019	RIVCOUNTY ISSUED		5310 COLORADO RIVER ROAL 833082012 Permit Name	BRADLEY A COOPER JOHN HARRISON CONTRACTII MECHANICAL	3,000.00	180.30	180.30
Total for: RIVCOUNTY				53,800.00	2,149.97	2,149.97	

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

Permit No./Issued	Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2001-030	1/22/2020	SIGN	700 WEST DONLON STREET	J DADA DONLON INC	12,500.00	555.97	555.97
	1/7/2020	ISSUED	848100035	PENN NEON SIGN COMPANY			
	1/21/2020		Permit Name Replacement Logos				
B1912-003	1/9/2020	SIGN	220 SOUTH LOVEKIN BOULEV	NOUMAN HANNOUN	16,000.00	642.63	642.63
	11/22/2019	ISSUED	848031033	SIGN DEVELOPMENT INC			
	12/9/2019		Permit Name				
Total for: SIGN					28,500.00	1,198.60	1,198.60

74 Permits Issued from 1/1/2020 Thru 1/31/2020

Total Valuation:	\$945,469.23
Total Fees:	\$27,965.32
Total Fees Paid:	\$27,965.32

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

Permit No.	Applied	Type	Subtype	Status	Site Address/Parcel No.	Applicant/Owner/Contractor
BP2001-001	1/8/2020	BURNPERMIT		DENIED	596 SOUTH SOLANO AVENUE 869032006	CEASAR R VASQUEZ
Permit Name						
Description:						
BP2001-002	1/23/2020	BURNPERMIT		FINALED	ALL FIELDS IN CITY LIMITS	DEPT OF FISH AND WILDLIFE FISH & WILDLIFE AND BLM
Permit Name						
Description:						
BP2001-003	1/1/2020	BURNPERMIT		FINALED	1590 EAST FOURTEENTH AVENUE 869170002	DAVID LAMB DAVID LAMB
Permit Name						
Description:						
BP2001-004	1/1/2020	BURNPERMIT		FINALED	425 WEST CHANSLORWAY 842133009	DAVID LAMB GARY M TASSEL REVOCABLE LIVING
Permit Name						
Description:						
BP2001-005	1/2/2020	BURNPERMIT		FINALED	591 NORTH OLIVE LAKE BOULEVARTROY LOVE 857140020	COLORADO RIVER FAIRGROUNDS
Permit Name						
Description:						
BP2001-006	1/2/2020	BURNPERMIT		FINALED	1050 EAST TENTH AVENUE 857020001	OWNER CAROL M DUVALL
Permit Name						
Description:						
BP2001-007	1/2/2020	BURNPERMIT		FINALED	1720 WEST HOBSONWAY 836100004	BRIAN M ALEXANDER MARJORIE ALEXANDER
Permit Name						
Description:						
BP2001-008	1/2/2020	BURNPERMIT		FINALED	168 GREEN VALLEY ROAD 851120001	DONALD R WILEY DONALD R WILEY
Permit Name						
Description:						
BP2001-009	1/3/2020	BURNPERMIT		FINALED	1205 JENNIFER COURT 839110011	OWNER WAYNE & CHERYL ADAMS
Permit Name						
Description:						
BP2001-010	1/3/2020	BURNPERMIT		FINALED	1321 EAST FOURTEENTH AVENUE 854121027	OWNER LUTHER D HOLLEY
Permit Name						
Description:						
BP2001-011	1/3/2020	BURNPERMIT		FINALED	1926 WEST HOBSONWAY 824200013	CODY MARTIN TRAVIS MACK MARTIN
Permit Name						
Description:						
BP2001-012	1/6/2020	BURNPERMIT		FINALED	2450 EAST HOBSONWAY 857160021	KAREN BROGEN A F PROPERTIES 2015 LLC
Permit Name						
Description:						
BP2001-013	1/7/2020	BURNPERMIT		FINALED	724 OLIVE LAKE BOULEVARD 833210001	JOHN BUSH ETTA MAE CHITWOOD BUSH
Permit Name						
Description:						
BP2001-014	1/8/2020	BURNPERMIT		FINALED	608 NORTH OLIVE LAKE BOULEVARDJERRY BRADLEY 833210011	MARGRET A BRADLEY
Permit Name						
Description:						
BP2001-015	1/8/2020	BURNPERMIT		FINALED	7TH ST CATCH BASIN E/O BRIARBR(ROBERTO FLORES 842080030	CITY OF BLYTHE
Permit Name						
Description:						
BP2001-016	1/21/2020	BURNPERMIT		FINALED	255 LEE STREET 842060022	FAITH WEHRLI EYL ENTERPRISES
Permit Name						
Description:						
BP2001-017	1/13/2020	BURNPERMIT		FINALED	250 LEE STREET 842060009	DIANA PHILLIPS MICHAEL PHILLIPS
Permit Name						
Description:						
BP2001-018	1/13/2020	BURNPERMIT		FINALED	e/o INTAKE BETWEEN I-10 & 18TH AVELLIOTT & HULL	
Permit Name						
Description:						

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

Permit No.	Applied	Type	Subtype	Status	Site Address/Parcel No.	Applicant/Owner/Contractor
BP2001-019	1/13/2020	BURNPERMIT		FINALED	2047 AGATE TERRACE ROAD 857190012	OWNER MICHAEL & CINDY LANCE
Permit Name Description:						
BP2001-020	1/13/2020	BURNPERMIT		FINALED	1500 BLOCK EAST HOBSONWAY 851101029	JETTIE TOWNSEND ISIBANE COMMUNITY CHURCH
Permit Name Description:						
BP2001-021	1/13/2020	BURNPERMIT		FINALED	680 RIVIERA DRIVE 869240010	OWNER RICHARD & JOY LAIRY
Permit Name Description:						
BP2001-022	1/14/2020	BURNPERMIT		FINALED	942 NORTH INTAKE BOULEVARD 857130005	OWNER RANDALL D PASSMORE
Permit Name Description: AG BURN						
BP2001-023	1/14/2020	BURNPERMIT		FINALED	232 SOUTH CARLTON AVENUE 836122005	OWNER MICHAEL JESS MCDOWELL
Permit Name Description:						
BP2001-024	1/15/2020	BURNPERMIT		FINALED	2237 WEST HOBSONWAY 824194007	BRYAN CRAIG ACE TOWING & RECOVERY
Permit Name Description:						
BP2001-025	1/16/2020	BURNPERMIT		FINALED	100 BLOCK HEFLIN DRIVE 824170048	ARMANDO SALDIVAR SYLVIA HERRERA
Permit Name Description:						
BP2001-026	1/23/2020	BURNPERMIT		FINALED	854 EAST ELEVENTH AVENUE 857030001	RUBEN GONZALEZ FERMIN & LOUISE VEGA
Permit Name Description:						
BP2001-027	1/28/2020	BURNPERMIT		FINALED	254 NORTH INTAKE BOULEVARD 857190016	OWNER LENTNER & GUADALUPE TOM
Permit Name Description:						
BP2001-028	1/29/2020	BURNPERMIT		FINALED	3083 NORTH DEFRAIN BOULEVARD 821180011	WAYNE FAULKNER BRIAN & KEITH FAULKNER
Permit Name Description: AG BURN						
28 Permit Applications from 1/1/2020 Thru 1/31/2020						

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

Permit No.	Applied	Type	Subtype	Status	Site Address/Parcel No.	Applicant/Owner/Contractor
L2001-001	1/7/2020	BUSINESSLICENS		APPLIED	500 WEST HOBSONWAY 848023034	CHENEY'S AUTOMOTIVE AUTOMOTIVE INV GROUP
Permit Name Description:						
L2001-002	1/17/2020	BUSINESSLICENS		APPLIED	377 SOUTH BROADWAY 848123030	VICTORIA RATICA-McAFEE ROBERT STEPHEN MCCALL
Permit Name Description: Colorado River Valley Recycling Center						
2 Permit Applications from 1/1/2020 Thru 1/31/2020						

2/7/2020
8:47:54AM

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

<u>Type of Case</u>	<u>Number opened</u>
BLDG	2
COMPLAINT	1
WATER	1
WEED	3
ZONING	2

Total Cases Opened: 9

Cases Closed in January - 3

Total Remaining Active Cases - 418

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

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
PM2001-001	PARCEL MAP BLYTHE PARTNERS 1575 EAST CHANSLORWAY		1/31/2020	RECIEVED
Comments:				
SP2001-001	SITE PLAN JOHN L CURCI 100 BLOCK OF SOUTH SOLANO AVENUE	Incls -046	1/23/2020	RECIEVED
Comments:				
Total Projects for MALLORY CRECELIUS For the Period 1/1/2020 thru 1/31/2020: 2				

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

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
MERG2001-001	PARCEL MERGER ALEX & RAQUEL MARTIN ET AL 949 WEST WELLS STREET		1/6/2020	RECIEVED
Comments:				
PRC2001-001	PRC PALO VERDE LODGE #37 145 SOUTH SECOND STREET	Includes 848062017	1/13/2020	RECIEVED
Comments:				
VP2002-002	VACANT PROPERTY ERNEST FOULTER 731 HOLLEY LANE		1/13/2020	RECIEVED
Comments:				
Total Projects for MICHELLE VAN DYKE For the Period 1/1/2020 thru 1/31/2020: 3				

**CITY OF BLYTHE FIRE DEPARTMENT
MONTHLY INCIDENT AND ACTIVITY REPORT
January 2020**

<u>Incident</u>	<u>Total</u>
Public Assist / Rescue / Medical Aid	23
Structure	4
Brush, Grass, Leaves	5
Trash, Rubbish, Dumpster	1
Arching Electric Equip./Power Line Down	1
Bees	1
Other	5
Total # of Incidents	40
 <u>Activity</u>	
Drills	5
Total Activities	5

Respectfully Submitted

Billy Kem, Fire Chief



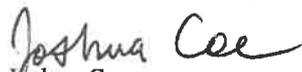
BLYTHE POLICE DEPARTMENT

Monthly Incident and Activity Report

January 2020

<u>Incident</u>	<u>Total</u>
Resident Burglaries	4
Commercial Burglaries	7
Vehicle Burglaries	3
Domestic Violence	6
Battery	9
Grand Theft	1
Petty Theft	22
Shoplifting	9
Traffic Collision-Injury	4
Traffic Collision-Non injury	4
Traffic Collision-Hit and Run	6
Driving Under the Influence	4
Vandalisms	22
Trespassing	14
Prowlers	1
Public Intoxication	6
Alarm-Residential	20
Alarm-Commercial	10
Abandoned Vehicle Abatement	6
AVA Vehicles Tows	3
Vehicle Red Tags	7
Documented Police Reports	155
Total Incidents	1470

Respectfully Submitted,


Joshua Coe
Chief of Police



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: February 11, 2020

SUBJECT: Ordinance No. 900-2020 Enacting a Transactions and Use Tax if Adopted by the Electorate.

PRESENTED BY: Mallory Crecelius, City Clerk

PREPARED BY: Mallory Crecelius, City Clerk

RECOMMENDATION: Conduct the second reading, by title only, waiving further reading, of the following Ordinance:

ORDINANCE NO. 900-2020. AN ORDINANCE OF THE CITY OF BLYTHE, CALIFORNIA, ENACTING A TRANSACTIONS AND USE TAX (SALES TAX) TO BE ADMINISTERED BY THE DEPARTMENT OF TAX AND FEE ADMINISTRATION, SUBJECT TO ADOPTION BY THE ELECTORATE.

FISCAL IMPACT: The cost to place a Transactions (Sales) and Use Tax Measure on the Ballot for consideration by voters is estimated to cost \$10,000. The potential revenue to be generated from passage of this Measure is estimated at \$1,144,000 annually.

BACKGROUND: During a study session held to review the FY 2019/20 budget, staff and Council had a discussion related to the feasibility of placing a sales tax measure on a future ballot. The first step in the process was to determine what the community would be willing to support by conducting a public opinion survey and polling residents. In July, Council approved an agreement with Ann Knock of AMN Key Solutions for Sales Tax Consulting Services, including a community opinion survey.

The Community Opinion Survey was administered in October to a random sample of registered voters in the City likely to participate in the March 2020 Election. The results of the survey suggest that a sales tax measure has a chance for success provided that it is accompanied by a robust community/opinion leader engagement, education and communication effort to raise awareness of the City's budget challenges. The survey also provided information related to the main concerns of our residents, which include: homelessness, building blight and attracting businesses to the City. Public safety and roads were also at the top of the list.

At the December 10, 2019 Council meeting, Council directed staff to begin the educational campaign for the proposed 1% Transactions (Sales) and Use Tax Measure and prepare the documents necessary to call an election to be held on May 5, 2020.

On January 14, 2020 Council adopted resolutions to call a Special Election and place a 1% Transactions (Sales) and Use tax on the May 5, 2020 Ballot. At the meeting they conducted the first reading of Ordinance No. 900-2020 which would authorize the California Department of Tax and Fee Administration to administer the tax if approved by voters.

STAFF REPORT: A city may levy, increase, or extend a transactions and use tax for general purposes if the ordinance proposing the tax is approved by a two-thirds vote of all members of the City Council (four of five council members) and the tax is approved by a majority vote of the qualified voters of the city voting on the issue. Cal. Rev. & Tax Code § 7285.9. Attorneys specializing in state and local taxes recommend that the City Council follow the standard procedure for adopting ordinances – i.e., give first reading and second reading, in order to comply with the “approval” requirement in Revenue and Taxation Code section 7285.9. The attached Ordinance No. 900-2020 is prepared in accordance with the Revenue and Taxation Code’s requirements for transactions and use taxes.

ATTACHMENTS:

1. Ordinance No. 900-2020

ORDINANCE NO. 900-2020

AN ORDINANCE OF THE CITY OF BLYTHE, CALIFORNIA, ENACTING A TRANSACTIONS AND USE TAX (SALES TAX) TO BE ADMINISTERED BY THE DEPARTMENT OF TAX AND FEE ADMINISTRATION, SUBJECT TO ADOPTION BY THE ELECTORATE

The people of the City of Blythe do ordain as follows:

SECTION 1. ADOPTION OF NEW CHAPTER.

Chapter 3.14 (Transactions and Use Tax) is hereby added to the Blythe Municipal Code to read as follows:

Chapter 3.14 -TRANSACTIONS AND USE TAX

3.14.010 Title.

The ordinance codified in this chapter shall be known as the City of Blythe Transactions and Use Tax Ordinance. This chapter shall be applicable in the incorporated territory of the city.

3.14.020 Operative date.

“Operative Date” means the first day of the first calendar quarter commencing more than 110 days after the approval of the tax set forth herein by the voters.

3.14.030 Purpose.

The city adopts the ordinance codified by this chapter to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorize the city to adopt a tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the

same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Ordinance.

E. To provide transactions and use tax revenue to the city to be used for general purposes.

3.14.040 Contract with state.

Prior to the operative date, the city shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of the transactions and use tax ordinance codified herein; provided, that if the city shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.14.050 Transactions tax rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the city at the rate of one percent (1%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of the ordinance codified in this chapter.

3.14.060 Place of sale.

For the purposes of this chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his or her agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.14.070 Use tax rate.

An excise tax is hereby imposed on the storage, use or other consumption in the city of tangible personal property purchased from any retailer on and after the operative date of this chapter for storage, use or other consumption in said territory at the rate of one percent (1%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.14.080 Adoption of the provisions of state law.

Except as otherwise provided in this chapter and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this chapter as though fully set forth herein.

3.14.090 Limitations on adoption of state law and collection of use tax.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this city shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this city or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this chapter.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. "A retailer engaged in business in the District" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

3.14.100 Permit not required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this chapter.

3.14.110 Exemptions and exclusions.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any State-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the city which is shipped to a point outside the city, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the city shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code, by registration to an out-of-city address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-city and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of the ordinance codified in this chapter.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of the ordinance codified in this chapter.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this chapter, the storage, use or other consumption in this city of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of the ordinance codified in this chapter.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for

which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the city shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the city or participates within the city in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the city or through any representative, agent, canvasser, solicitor, subsidiary, or person in the city under the authority of the retailer.

7. "A retailer engaged in business in the city" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the city.

D. Any person subject to use tax under this chapter shall be entitled to credit against that tax any transactions tax, or to reimbursement for a transactions tax, paid to a district or retailer in a district imposing a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code.

3.14.120 Amendments to state law.

All amendments subsequent to the effective date of the ordinance codified in this chapter to Part 1 of Division 2 of the Revenue and Taxation Code (commencing with Section 6001) relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this chapter, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this chapter. The city council or the city's voters may amend this chapter to comply with applicable law or as may be otherwise necessary to further the ordinance codified in this chapter's stated purposes. However, as required by Article XIII C of the California Constitution, no amendment to this chapter may increase the rate of the taxes authorized by this chapter unless such amendment is submitted to an approved by the voters.

3.14.130 Enjoining collection forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the city, or against any officer of the State or the city, to prevent or enjoin the collection under this chapter, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.14.140 Use of proceeds.

The proceeds of the tax imposed by the ordinance codified in this chapter shall be deposited in the general fund of the city and may be used for any lawful municipal purpose. The tax does not meet the criteria established by Section 1(d) of Article XIII C of the California Constitution for special taxes, and is a

general tax imposed for general government purposes

3.14.150 Annual audit.

The proceeds of this tax shall be subject to annual audit by an independent certified public accountant and the results of the audit shall be reported to the city council in a document posted on the city’s website and available for public inspection. Such audit may be done at the same time (and as a part of) the city’s annual audit, and such reporting may be done as a part of the city’s Consolidated Annual Financial Report.

3.14.160 Severability.

If any provision of this chapter or the application thereof to any person or circumstance is held invalid, the remainder of the chapter and the application of such provision to other persons or circumstances shall not be affected thereby.

3.14.170 Effective date.

This chapter relates to the levying and collecting of the city transactions and use taxes and shall take effect immediately.

3.14.180 Termination date.

The authority to levy the tax imposed by this chapter shall not expire unless terminated by lawful vote of the electorate or as required or authorized by law.

SECTION 2. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 3. CEQA.

The adoption of this Ordinance is not a “project” subject to the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code Section §§ 21000 et seq.). CEQA Guideline § 15378(b)(4) provides that the creation of government funding mechanisms or other government fiscal activities that do not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment are not projects subject to the requirements of CEQA.

SECTION 4. CERTIFICATION.

The City Clerk of the City of Blythe shall certify that this Ordinance was passed, approved and adopted by the People of the City of Blythe, California, voting on the 5th day of May, 2020.

SECTION 5. EFFECTIVE DATE. AND SUBMISSION TO VOTERS.

This Ordinance relates to the levying and collecting of a City transactions and use tax and shall

take effect immediately. However, no tax imposed by this Ordinance shall be effective unless that tax has been approved by the voters of the City as required by Section 2(b) of Article XIII C of the California Constitution and applicable law. Furthermore, the tax shall become operative only as set forth in Section 3.14.020 (Operative Date) of Chapter 3.14 (Transactions and Use Tax), which is codified by the adoption of this Ordinance.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2020.

AYES:
NOES:
ABSENT:
ABSTAIN:

Dale Reynolds, Mayor

ATTEST:

Mallory Crecelius, City Clerk

APPROVED AS TO FORM:

Baron J. Bettenhausen, City Attorney



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: February 11, 2020

SUBJECT: Destruction of Records

PRESENTED BY: Chief Joshua Coe

PREPARED BY: Chief Joshua Coe

RECOMMENDATION: Council Adopt Resolution Number 2020-006 authorizing and directing the Chief of Police or his designee to destroy all documents pertaining to the personnel report of Employee X150 regarding matters that became final for employee X150 on February 6, 2015.

FISCAL IMPACT: None

BACKGROUND: The California Government Code provides for the destruction of certain records and documents with the approval of the legislative body by resolution and with the written consent of the City Attorney.

Employee X150 has requested that all documents pertaining to his personnel file regarding matters initiated on February 6, 2015 and became final on February 6, 2020 be expunged. The records have been retained for the legally required period of time.

STAFF REPORT: The Chief of Police has reviewed the documents Employee X150 is asking to be expunged from his personnel file and in my opinion the records or and documents pertaining to the personnel reports of X150 are not of sufficient historical, administrative, legal, fiscal, research or other value to justify retention. The City Attorney has consented to the destruction of such documents and records.

ATTACHMENTS:

1. Resolution No. 2020-006
2. Records Destruction Form

RESOLUTION NUMBER 2020-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE AUTHORIZING AND DIRECTING THE DESTRUCTION OF CERTAIN RECORDS AND DOCUMENTS PURSUANT TO THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA

WHEREAS, California Government Code section 34090 provides that, with the approval of the City Council by resolution and the written consent of the City Attorney, the head of a City department may destroy certain city records, documents, instruments, books or papers under the Department Head's charge, without making a copy, if the records are no longer needed; and

WHEREAS, Section 34090 does not authorize the destruction of:

- (a) Records affecting the title to real property or liens thereon.
- (b) Court records.
- (c) Records required to be kept by statute.
- (d) Records less than two years old.
- (e) The minutes, ordinances, or resolutions of the legislative body or of a city board or commission; and

WHEREAS, the Chief of Police has proposed to destroy all records and documents relating to the personnel matter relating to Employee X150 that became final on February 4, 2015; and

WHEREAS, in the opinion of the Chief of Police, the records and documents listed hereinafter are not of sufficient historical, administrative, legal, fiscal, research, or other value, to justify their retention; and

WHEREAS, the City Attorney has consented to the destruction of such documents and records; and

WHEREAS, the City Council finds and determines that such documents and records are no longer required and may be destroyed.

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Blythe that the Chief of Police or his designee is hereby authorized to destroy the following designated records:

All records and documents pertaining to the personnel matter relating to Employee X150 that became final on February 6, 2015.

PASSED, APPROVED AND ADOPTED this 11th day of February, 2020 by the following called vote, to wit:

AYES:
NOES:
ABSENT:

Dale Reynolds, Mayor

ATTEST:

Mallory Crecelius, City Clerk

(SEAL)

CITY OF BLYTHE RECORDS OF DISPOSAL CERTIFICATE

FILE NUMBER: None **MICROFILMED:** No **FILE DATES:** None

FILE NAME: All documents pertaining to the personnel file of Employee X150 regarding matters that became final 2-6-2020.

Destruction Approved:

Interim Chief of Police
Joshua Coe

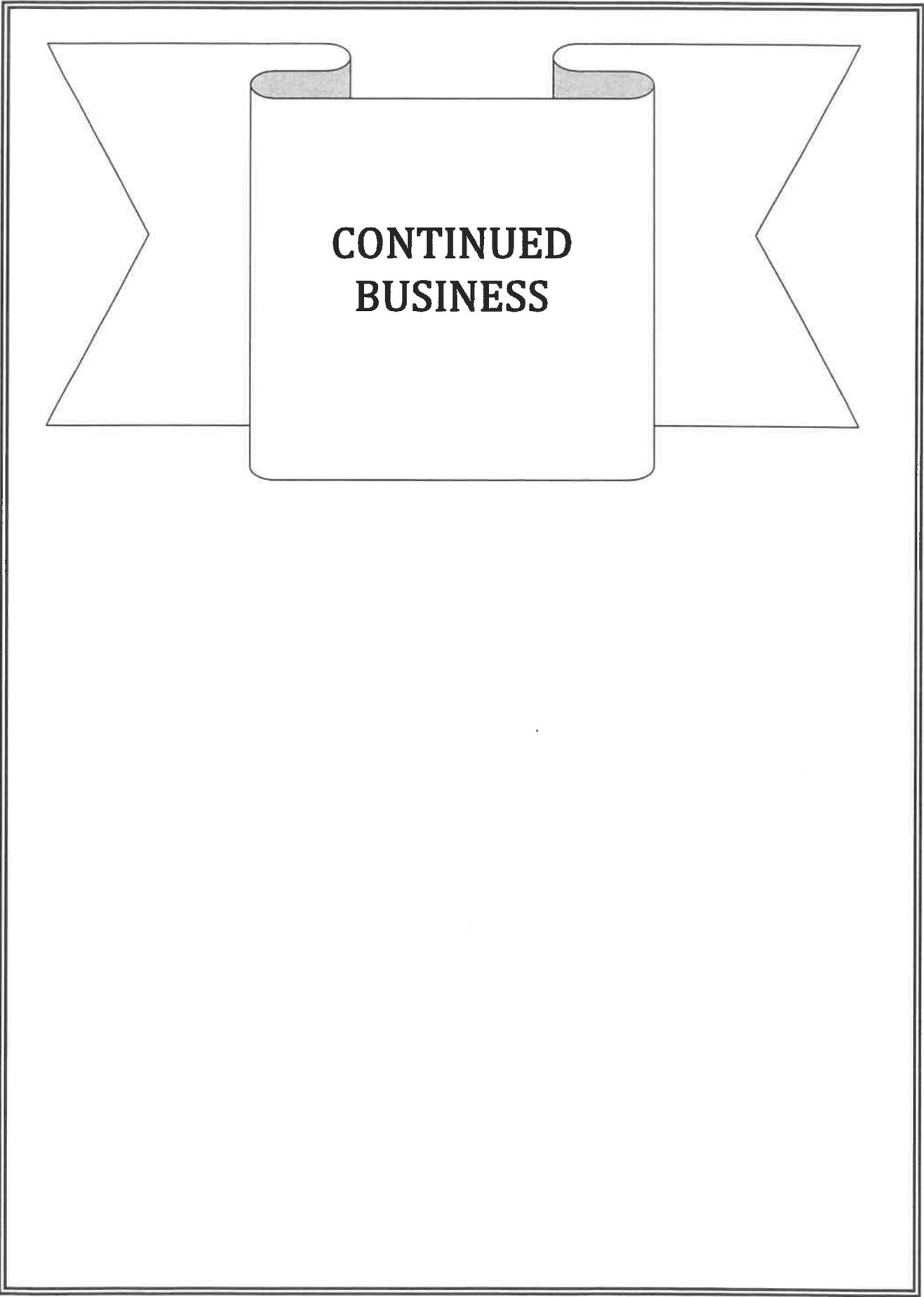
City Attorney
Baron Bettenhausen

City Clerk
Mallory Crecelius

Upon destruction of the records, fill in the date of destruction below, sign and forward a copy of this form to the City Clerk.

The above records were destroyed on _____ .
(Date)

By: _____
(Name)



**CONTINUED
BUSINESS**



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: February 11, 2020

SUBJECT: Blythe Clean up Day

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: Council accept and recognize the donations received for Blythe Cleanup Day, held on Saturday, February 1, 2020.

FISCAL IMPACT: Donation of all supplies and equipment needed for Blythe Clean up Day.

BACKGROUND: The City hosts the Blythe Clean up Day with the help of a number of community partners. These events are not possible without the donation of supplies and equipment and most importantly, community volunteers.

STAFF REPORT: The City received an overwhelming amount of support for Blythe Clean up Day. Donations received include:

El Rancho Verde:	\$500 for supplies
Ace:	Donated and Discounted supplies for the event
CIF:	Provided Lunch for the volunteers
Valley Beverage	Provided a vehicle, labor, ice and water
Transit:	Provided transportation, trailer, and labor
CR&R:	Provided trash receptacles, labor, and equipment
County of Riverside:	Waived disposal fees
Police Department:	Provided ice
Blythe Chamber of Commerce:	Prompted the event
Richard Phipps	Provided a trailer

The turnout for this year's event was the largest group we've had in sometime. There was also more youth participation than ever before. Although final numbers were not available as of the writing of this report, a large amount of trash and debris was removed from the City by these volunteers.

The next Cleanup Day will occur sometime this fall prior to Homecoming.

ATTACHMENTS: None



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: February 11, 2020

SUBJECT: Repair of Concrete Evaporation Ponds-East Pond- Wastewater Treatment Plant to comply with findings of the Salinity Study for Colorado River Basin Regional Water Quality Control Board ORDER R7-2016-0013

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: Award the rehabilitation of one (1) Concrete Evaporation Pond (East Pond) at the Waste Water Treatment Plant to R.E. Hoover in an amount not to exceed \$51,500 plus an \$5,150 in contingency funds for a total project cost of \$56,650 and authorize the Interim City Manager to execute the documents and purchase orders necessary to complete the project.

FISCAL IMPACT: \$56,650 in Sewer Contingency Funds.

BACKGROUND: The Colorado River Basin Regional Water Quality Control Board (RWQCB) adopted Board Order R7-2016-0013 on June 30, 2016. The Order regulates the waste discharge requirements of the City of Blythe as the owner and operator of the Blythe Municipal Wastewater Treatment Plant. The Board approved the work plan to produce a City-Wide Salinity Study on October 6, 2017. At the July 10, 2018 meeting Council authorized staff to award a contract to The Holt Group for the City Wide Salinity Study.

On November 28, 2018 the RWQCD issued a Notice of Violation to the Blythe Municipal Wastewater Treatment Plant describing violations to the Waste Discharge Requirements (WDRs) as prescribed in the ORDER R7-2016-0013 during the months of June, July, August and September of 2018. The Notice of Violation required the immediate implementation of corrective and preventive actions, and to ensure full compliance of all WDRs contained in Board Order R7-2016-0013. The Notice of Violation also explains the enforcement actions RWQCB may apply if their requirements are not met. Actions include:

- Up to \$5,000 for each day the violation occurs, or
- \$10 for each gallon of waste discharged, and may be assessed by the RWQCB beginning the date the violations first occurred and without further notice.

In May 2019 Council met in a Study Session to discuss the results of the Salinity Study and how to address the Notice of Violation. At the June 5, 2019 meeting Council awarded The Holt Group a contract for the engineering design for rehabilitation of two (2) evaporation ponds at the WWTP.

In January 2020 Council awarded a bid to R.E. Hoover to refurbish a concrete lined debris basin at the Waste Water Treatment Plant. The work on the basin began the week of February 3rd and will be completed in the next few weeks. It was reported at that meeting the bid and work for the second basin would be completed at a later date.

STAFF REPORT: An Invitation for Proposal for the second basin was prepared by the Holt Group. Sealed proposals were due to the City Clerk by 2:00pm on February 5, 2020. Three sealed bids were received as follows:

Bidders Name:	Location:	Bid Amount:
Troy's Equipment Rental	Salome, AZ	\$61,400.00
R.E. Hoover	Blythe, CA	\$51,500.00
AZCA Drilling and Pump, Inc.	Ehrenberg, AZ	\$58,675.00

The engineer's opinion of probable cost for the project was \$49,000 with the lowest bid submitted by R.E. Hoover in the amount of \$51,500. R.E. Hoover is a well known company in the City and has successfully performed similar work on various city projects. R.E. Hoover's contractor's license is current and in good standing with the State of California. Therefore, staff determined R.E. Hoover to be the responsive and responsible bidder and recommends awarding the contract to R.E. Hoover for the concrete evaporation pond repair at the Wastewater Treatment Plant.

Not included in the proposal or engineer's estimate of probable cost is the material necessary to coat the entire pond. The labor to apply the coating is included in the bid; but due to the cost of the material it was determined the City should supply the material to the contractor. The Holt Group is currently researching all coating material alternatives for the final lining of the pond. A staff report for the purchase of the coating material will be brought before Council in March or April. While we determine the best coating solution, all other work will begin, and should be completed in time for the State Water Resource Control Board's annual Inspection of the Waste Water Treatment Plant scheduled for early March. To comply with the Salinity Study requirements and the Regional Water Quality Control Board Order all work will need to be completed with waste being discharged into the system by June 2020.

ATTACHMENTS:

1. Bid tabulation Form
2. Notice of Award
3. Engineer's Opinion of Probable Construction Cost

NOTICE OF AWARD

TO: R.E. Hoover
Po Box 1717
Blythe, CA 92226
Attention: Richard Hoover, Owner.

PROJECT DESCRIPTION:

**CITY OF BLYTHE
CONCRETEEVAPROATION PONDS- EAST POND
BLYTHE WASTEWATER TREATMENT PLANT**

The City of Blythe has considered the bid submitted by you for the above-described work in response to its Invitation for Proposals and Information for Bidders.

You are hereby notified that your bid has been accepted as listed on the Schedule of Items and Prices in the proposal forms in the amount of **\$51,500.00**.

You are required by the Information for Bidders to execute an Agreement, furnish the required Certificates of Insurance and all other required documents within five (5) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within five (5) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned. The City will be entitled to such other rights as may be granted by law.

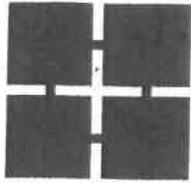
Upon receipt of Notice to Proceed, the undersigned shall complete all work within fifteen (15) calendar days.

You are required to return an acknowledged copy of this Notice of Award to the CITY OF BLYTHE.

Dated this 12th day of February 2020.

CITY OF BLYTHE - OWNER

By: Daniel Ojeda
Interim Public Works Director



**The
Holt
Group, Inc.**

Engineering ■ Planning ■ Surveying

Robert K. Holt, PE
James G. "Jack" Holt, PE
Fumi Hamanaka Galvan, PE, LS
Fred Goldman, PhD, PE

Lindsay Holt, AICP
Jesus "Jury" Manriolejo, PE
Sameer Patel, PE
Jennifer Wellman, AICP

**REPAIR OF EAST CONCRETE EVAPORATION POND AT THE
BLYTHE WASTEWATER TREATMENT PLANT
15901 S. BROADWAY
BLYTHE, CALIFORNIA 92225**

THG Project No. 100.284
February 05, 2020

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

1.	MOBILIZATION, SUPERVISION, INSURANCE, DEMOBILIZATION AND SITE CLEANUP	4,000.00
2.	SITE GRADING – SURFACE ROCK REMOVAL, EARTHWORK TO CREATE NEW FLOWLINES, 3/4" ROCK FINISH SURFACE INSTALLATION	10,500.00
3.	SLURRY VOIDS UNDER EXISTING CONCRETE LINED SLOPES	4,000.00
4.	REMOVAL OF 24 FT. WIDE PORTION OF POND WALL, REMOVAL OF ASPHALT ENTRY DRIVE AND REPLACEMENT WITH NEW 6" THICK CONCRETE SECTION	8,500.00
5.	POWER WASH AND REMOVAL OF DETERIORATED EXISTING EXPANSION JOINT MATERIAL	5,200.00
6.	SLURRY FILL (SILICA SAND/CEMENT) THE EXISTING CRACKS, EXPANSION JOINTS AND SPALLED AREAS	8,000.00
7.	APPLY FINISH COATING SIKAFLEX MATERIAL – 2 COATS OVER REPAIRED AREAS AND ONE COAT OVER THE ENTIRE POND AREA	8,800.00
	TOTAL:	\$49,000.00

**NOTE: This Opinion of Probable Construction Cost assumes that the Sikaflex material will be purchased directly by the City of Blythe. The Contractor will apply the material to the prepared pond surface.*



NEW BUSINESS



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: February 11, 2020

SUBJECT: Date Road Rehabilitation Project; Hobsonway to Barnard Street

PRESENTED BY: Daniel Ojeda, Interim Director of Public Works

PREPARED BY: Daniel Ojeda, Interim Director of Public Works

RECOMMENDATION: For the construction of the Date Road Rehabilitation Project staff recommends City Council:

- 1- Authorize the Mayor of the City of Blythe to sign an agreement with Pyramid Construction and Aggregates Inc. contingent on all bonds and proper contract documents being fully executed to the satisfaction of the City Attorney and Interim City Manager or her designee in an amount not to exceed \$344,730.00; and an additional \$96,773.00 for administration, inspection, materials testing and 10% contingency.
 - 2- Authorize the Interim City Manager to approve change orders during construction not exceeding the amount of \$10,000; and
 - 3- Authorize the Interim City Manager or her designee to execute an agreement and issue purchase orders for construction administration and surveying with Amir Engineering and Surveying Inc. in the amount not to exceed \$29,250.00; and
 - 4- Establish a project budget not to exceed \$441,503.00; and
 - 5- Authorize the appropriate budget adjustments.
-

FISCAL IMPACT: Street Capital Projects. Four hundred forty one thousand and five hundred and three dollars (\$441,503.00).

BACKGROUND: The Date Road Rehabilitation Project; from Hobsonway to Barnard Street was identified as one of the projects for rehabilitation by City Council on June 13, 2017. The estimated budget was \$405,000.00. The construction of this project was considered to start and be completed within the FY19/20 budget.

The project consists of grinding, removal and overlay of asphalt pavement, demolition and construction of curb, gutter, sidewalk and spandrels, and the construction of ADA ramps on Date Road from Hobsonway to Barnard Street.

STAFF REPORT: The plans and specifications for the Date Road Rehabilitation Project were prepared by Amir Engineering and Surveying Inc, as the City's consultant providing engineering services. Notices inviting sealed bids were published during the week of January 6- 10, 2020, in the Palo Verde Valley, Riverside and Coachella Valley newspapers. A Mandatory Pre-bid meeting was held at the City Hall on January 21, 2020. On January 30, 2020, the City received two sealed bids:

Bidders Name	Location	Bid Amount
Pyramid Construction & Aggregates Inc	Heber	\$ 344,730.00
Granite Construction Company	Indio	\$ 394,493.00

The engineer's opinion of probable cost was 323,975.00. The lowest bid was submitted by Pyramid Construction and Aggregates Inc., in the amount of \$ 344,730.00.

Staff reviewed Pyramid's project work history, references and construction license. Pyramid is a well known company in the industry; has successfully performed similar work for various government agencies and in the City of Blythe throughout past years. Pyramid's contractor license is current and in good standing with the State of California. Therefore, staff determined Pyramid Construction and Aggregates Inc., is a responsive and responsible bidder, and recommends awarding the contract for the Date Road Rehabilitation Project.

As in the past, the City contracts the engineer of record to provide surveying services. A proposal from Amir Engineering and Surveying Inc, for these services, was received on January 21, 2020 in the amount of \$29,250.00.

The anticipated project's expenditures for Date Road Rehabilitation Project from Hobsonway to Barnard Street are \$441,503.00, and include construction (\$344,730.00); construction surveying (\$29,250.00); City inspection and materials testing (estimated \$33,050.00), and an additional 10% of the contract (\$34,473.00) for contingency.

ATTACHMENTS:

1. Bid Opening Sheet
2. Agreement
3. Notice of Award
4. Amir Engineering and Surveying Proposal

City of Blythe
Request for Bids:
Date Road Street Rehabilitation Project
From Hobsonway to Barnard St.
Thursday, January 30, 2020
2:00pm

Company:

Bid Amount:

Pyramid Construction *

8344,730.15

Granite Construction Co.

394,493.00

* Apparent
Low Bidder

AGREEMENT

THIS AGREEMENT, dated February 11, 2020, is made by the City of Blythe, a municipal corporation, ("City") and Pyramid Construction and Aggregates Inc. a California Corporation, ("Contractor").

ACCORDINGLY, the parties hereto agree as follows:

1. SCOPE OF WORK.

The Work consists of the rehabilitation of Date Road from Hobsonway to Barnard Street. The consists of the removal of existing asphalt pavement and subgrade to facilitate the installation of a new stormwater storage system which shall include the installation of nonwoven geotextile fabric, the placement of a rock encasement section, the installation of approximately 490 linear feet of stormwater infiltration chambers, construction of concrete catch basin, relocation of a 4-inch water line, removal of an abandoned 2-inch gas line; and the reconstruction of that portion of Date Road that was removed to allow for the installation of the new stormwater storage. The project also includes the construction of curb and gutter, and grinding and overlay 1.5 inches of AC pavement along Date Road.

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project: this Agreement; notice inviting bids; the Contractor's bid; the complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions; the provisions of the most current edition of California Building Code; 2012 International Building Code Edition; Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each Bond; certificates of insurance; and all addenda setting forth any modifications or interpretations of those documents. The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining

Contract Documents shall be as set forth in the agreement.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The City's Representative is Daniel Ojeda, who shall be referred to herein as the Project Manager ("Project Manager").

4. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of City by the Project Manager, and in accordance with the time of performance set forth in Paragraph 7.

5. EQUIPMENT - PERFORMANCE OF WORK.

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work of construction in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his designee, and subject to his approval.

6. CONTRACT PRICE - \$ 344,733.00.

7. TIME OF PERFORMANCE.

Work shall begin within ten (10) days after the date this Agreement is executed by City unless a later time is agreed upon in writing by the parties, and the Work shall be completed within sixty (60) calendar days from the first day of commencement of the Work.

8. OPTION OF CITY TO TERMINATE AGREEMENT IN EVENT OF FAILURE TO COMPLETE WORK.

If Contractor refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if Contractor fails to complete the Work on time, or if Contractor, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to Contractor and Contractor's sureties of the City's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the City, this Agreement may be terminated at the option of City effective upon Contractor's receipt

of a second notice sent by the City indicating that the City has exercised its option to terminate.

If Contractor is adjudged a bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by City.

9. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, City may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 8 of this Agreement, charge to Contractor or his sureties, or deduct from payments or credits due Contractor, a sum equal to \$1,000 as liquidated damages for each day beyond the date provided for the completion of such Work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the City would suffer for each day that the Contractor fails to meet the performance schedule. The parties hereby agree and acknowledge that the delays in the performance schedule will cause City to incur costs and expenses not contemplated by this Agreement.

10. PERFORMANCE BY SURETIES.

In the event Contractor fails or refuses to perform the Work, City may provide Contractor with a notice of intent to terminate as provided in paragraph 8, of this Agreement. The City shall immediately give written notice of such intent to terminate to Contractor and Contractor's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after City's giving notice of termination, (a) give the City written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the City that the Work shall be performed diligently and in a timely manner; and, (c) must commence performance thereof within five (5) days after providing notice to the City of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, City may take over the Work and complete it, at the expense of Contractor, and the Contractor and the sureties shall be liable to City for any excess costs or damages including those referred to in Paragraph 9, incurred by City. In such event, City may, without liability for so doing, take possession of such materials, equipment,

tools, appliances, Contract Documents and other property belonging to Contractor as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

11. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which Contractor may be required to do, or respecting any payment to Contractor during the performance of this Agreement, such dispute shall be decided by the Project Manager, and his decisions shall be final and binding upon Contractor and his sureties.

12. SUPERINTENDENCE BY CONTRACTOR.

At all times during performance of the Work, Contractor shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for Contractor.

13. INSPECTION BY CITY.

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. City shall have the right of access to the premises for inspection at all times. However, City shall, at all times, comply with Contractor's safety requirements on the job site.

14. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

Contractor warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. Contractor, at Contractor's sole cost and expense, shall obtain any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by City. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by Contractor.

15. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the

Work, Contractor shall meet with the Project Manager or his designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the Contractor setting forth the amount to be paid and providing for a 5% retention. Upon approval of the progress payment order by the City Engineer, or his designee, it shall be submitted to City's Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, City shall mail to Contractor a warrant for the amount specified in the progress payment order as the amount to be paid. Unless otherwise authorized under law, the retained five percent (5%) shall be paid to Contractor thirty-five (35) days after the recording of the Notice of Completion of the Work by the City and after Contractor shall have furnished releases of all claims against City by persons who furnished labor or materials for the Work, if required by City.

Upon the request of Contractor and at his expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to City for substitution for the retained funds. If City approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. Contractor shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to City arising out of Contractor's or any subcontractor's Work under this Agreement; City shall give notice thereof to Contractor, and Contractor shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to City. If City does not receive notice within the above-mentioned thirty-five day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, City may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to Contractor upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be one thousand dollars (\$1,000), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be five thousand dollars (\$5,000).

16. PROMPT PAYMENT OF SUBCONTRACTORS.

The Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Contractor receives from City.

The Contractor agrees further to release retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City.

17. CONTRACT SECURITY AND GUARANTEE.

Unless previously provided by Contractor to City, Contractor shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to City. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

Contractor shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

Contractor guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of Caltrans Standard Specifications. Contractor shall, at his own expense, make any and all repairs and replacements that shall become necessary as

the result of any failure of the Work to conform to the aforementioned Contract Documents, and standard specifications; provided, however, that Contractor shall be obligated under this provision only to the extent of those failures or defects of which he is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to City pursuant to this provision shall be cumulative with all rights and remedies available to City pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by Contractor nor his furnishing of the Bonds, nor acceptance thereof by City, shall constitute a waiver of any rights or remedies available to City against Contractor.

18. INDEMNIFICATION.

Contractor agrees to protect, defend, indemnify and hold harmless City and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting there from, arising out of or in any way connected with the performance of this Agreement, except that the indemnity obligation of Contractor shall be reduced by an amount proportional to the active negligence of City, if any.

Contractor shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and Contractor shall indemnify and hold harmless City from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against City for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by Contractor or any subcontractor or others performing on behalf of Contractor.

City does not, and shall not, waive any rights against Contractor which it may have by reason of the above hold harmless agreements, because of the acceptance by City or the deposit with City by Contractor of any or all of the insurance policies described in this Agreement.

The hold harmless agreements by Contractor shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of Contractor or any subcontractor or others performing on behalf of Contractor, whether or not such insurance policies are applicable. Contractor shall require any and all tiers of subcontractors to afford the same degree of indemnification to the City of Blythe and its elected and appointed boards, officers, agents, and employees that is required of Contractor and shall incorporate identical indemnity provisions in all contracts between Contractor and all tiers of his subcontractors.

In the event that Contractor and City are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of Contractor, or by a dangerous condition of City's property created by Contractor or existing while the property was under the control of Contractor, Contractor shall not be relieved of its indemnity obligation to City by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the City.

19. INSURANCE.

(1) Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

(2) Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insured's: "The City of Blythe and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insured's with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Blythe, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of

Blythe shall be excess and not contributing with the insurance provided by this policy."

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Blythe, its officers, officials, agents, employees, and volunteers.
- (e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(3) Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

(4) Non-limiting. Nothing in herein shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

20. PROOF OF INSURANCE.

Certificates of insurance and additional insured endorsements shall be furnished to the City thirty (10) days after the effective date of this Agreement, and no payments for services provided by the Developer under this Agreement shall be made by the City until it is in receipt of said certificates. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling the City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, the City shall have the right but not the duty to obtain replacement insurance and to charge the Developer for any premium due for such coverage. The City has the option to deduct any such premium from the sums due to the Developer.

21. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

Eight hours of labor shall constitute a legal day's work during any one calendar day. Contractor shall forfeit to City the sum of twenty-five dollars (\$25.00) for each workman employed in the execution of this Agreement by Contractor or by any subcontractor for each calendar day

during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815, inclusive.

22. PREVAILING WAGE SCALE.

Contractor shall also comply in all respects with California Labor Code, Sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776.

Contractor, who is engaged in the construction, prosecution, completion or repair of any public building or public work, or building or work, shall furnish each month to City's Project Administration Division a statement with respect to the wages of each of its employees during the preceding monthly payroll period.

23. NON – DISCRIMINATION.

In performing this Agreement, Contractor will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

24. CONTRACT ASSURANCE.

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

The Contractor will require that the above provision is included in all subcontracts.

25. PROVISIONS CUMULATIVE

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to City.

26. NOTICES.

It shall be the duty and responsibility of Contractor to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to City pursuant to this Agreement shall be addressed

as follows:

The City of Blythe
235 N. Broadway
Blythe, California 92225

Attention: Construction Management

Notices required to be given to Contractor shall be addressed as follows:

Notices required to be given to Contractor's sureties shall be addressed as follows:

27. INDEPENDENT CONTRACTOR.

27.1 The parties hereto acknowledge and agree that the relationship between City and Contractor is one of principal and independent Contractor and no other. All personnel to be utilized by Contractor in the performance of this Agreement shall be employees of Contractor and not employees of the City. Contractor shall pay all salaries and wages, employer’s social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that Contractor is not a partner with City, whether general or limited, and no activities of City or Contractor or statements made by City or Contractor shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent Contractor relationship.

27.2 PERS Eligibility Indemnity.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

28. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

29. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of Riverside County, California.

30. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

31. ASSIGNABILITY

This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's

written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

32. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver

33. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

34. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

35. CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so; the Parties hereto are formally bound to the provisions of this Agreement.

36. ADDITIONAL SERVICES.

Contractor shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by City prior to Contractor performing the additional services.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from City shall be barred and are unenforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and

Agreement Pyramid Construction and Aggregates Inc.
City of Blythe –Date Road Rehabilitation Project

through their respective authorized officers, as of the date first above written

CITY OF BLYTHE

CONTRACTOR:

Dale Reynolds, Mayor

Name

ATTEST:

Mallory Crecelius, City Clerk

Title: _____
State License No.: _____
Federal Tax I.D. No.: _____
Address: _____

Telephone: _____

APPROVED AS TO FORM:

Baron Bettenhausen, City Attorney

NOTICE OF AWARD

TO: Pyramid Construction and Aggregates Inc
839 Dogwood Rd.
Heber, CA 92249
Attention: Ryan Dickerson, Project Manager.

PROJECT DESCRIPTION:

**CITY OF BLYTHE
DATE ROAD REHABILITATION PROJECT
FROM HOBSONWAY TO BARNARD STREET.**

The City of Blythe has considered the bid submitted by you for the above-described work in response to its Invitation for Proposals and Information for Bidders dated **JANUARY 30, 2020**.

You are hereby notified that your bid has been accepted as listed on the Schedule of Items and Prices in the proposal forms in the amount of **\$344,730.00**.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the **CITY OF BLYTHE**.

Dated this 11th day of February, 2020.

CITY OF BLYTHE - OWNER

By: Daniel Ojeda, P.E.
Interim Public Works Director/City Engineer

NOTICE OF AWARD
Section IV – Contract and Bond Forms
City of Blythe –Date Road Rehabilitation Project

AMIR ENGINEERING & SURVEYING INC.

CIVIL ENGINEERS • LAND PLANNERS • SURVEYORS

January 21, 2020

City of Blythe – Department of Public Works

Mr. Daniel Ojeda
440 South Main Street
Blythe, CA. 92225

**RE: Date Street from Hobsonway (S) to Barnard Street (N)
Blythe, CA. 92225**

Dear Mr. Ojeda,

In accordance with your request, we propose to provide the following services for the above referenced project.

1. Benchmarks every 500 feet
2. Horizontal and vertical controls
3. Street rough grade
4. Staking
 - o Saw-cut lines
 - o Curb & gutter with 3' offsets to curb face & top of curb elevations
 - o Water line
 - o Demo
 - o Catch basins with 5' off-sets & elevations
 - o Underground chamber with elevations
5. Top of pavement elevations every 100 feet
6. Blue tops & check centerline elevations
7. Calculations
8. Cut sheets
9. Staking plan

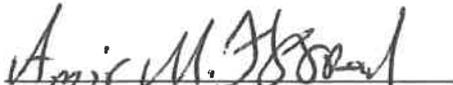
Our fee for these services is \$ 29,250.00

Please indicate your approval by signing this contract and returning it to our office.

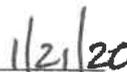
Thank you for the opportunity to provide this contract. Please give me a call if you have any questions.

Sincerely,

Approved by Client


Amir Fayazrad, P.E.


Signature

 
Print Name Date

160 LURING DRIVE, SUITE A, PALM SPRINGS, CA. 92262
• PHONE: (760) 318-7424 • FAX: (760) 318-7410
• E-MAIL: AMIRENGR@AOL.COM



REPORTS



**PUBLIC
COMMENT**

