

# BLYTHE CITY COUNCIL



## AGENDA

**OCTOBER 13, 2020**

**6:00 P.M.**

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

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



**CITY OF BLYTHE  
CITY COUNCIL MEETING  
October 13, 2020  
5:15pm**

**CALL TO ORDER**

**ROLL CALL**

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

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

**CLOSED SESSION:**

- LABOR NEGOTIATIONS,** Pursuant to Government Code Section 54957.6, Agency representative: Mallory Crecelius, Employee Organizations: All Units.

**NOTE TO THE PUBLIC:**

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



**Meeting of  
The Blythe City Council  
October 13, 2020  
6:00pm**

**CALL TO ORDER**

**ROLL CALL**

Mayor Reynolds  
Vice Mayor Egan  
Councilman DeConinck  
Councilman Rodriguez  
Councilman Halby

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

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**ADDED STARTER**

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

**REPORT FROM CLOSED SESSION:**

**CONSENT CALENDAR-** (Items 1-14)

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, October 9, 2020.

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

Recommendation: Approve **10/13/2020**, Utility Billing Refund warrants numbered 72295 through 72305 in the amount of \$3,853.63; **10/13/2020**, warrants numbered 72306 through 72373 in the amount of \$318,921.19 and **10/13/2020**, warrants numbered 72374 through 72439 in the amount of \$373,607.04.

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

Recommendation: Approve **10/13/2020**, warrants numbered 51866 through 51881 and Direct Deposits numbered 48480 through 48535 in the amount of \$227,512.94; **10/13/2020**, warrants numbered 51882 through 51896 and Direct Deposits numbered 48536 through 48591 in the amount of \$218,890.09 and **10/13/2020**, warrants numbered 51897 through 51902 and Direct Deposits numbered 48592 through 48695 in the amount of \$74,839.68.

4. **Minutes of the September 8, 2020 City Council Meeting.**

Recommendation: Approve the Minutes of the September 8, 2020 meeting.

5. **City of Blythe Permits issued for the Month of September 2020.**

Recommendation: Receive and file this monthly report.

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

Recommendation: Receive and file this monthly report.

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

7. **City of Blythe Police Department Monthly Activity Report for September 2020.**  
Recommendation: Receive and file this monthly report.
8. **Fiscal Year 2019/20 General Fund Reserve Policy Update.**  
Recommendation: Receive and file the annual report on the City's Reserve Policy.
9. **Investment Report for First Quarter FY 2020/21.**  
Recommendation: Receive and file the quarterly investment report.
10. **Chopper Pump Purchase for Waste Water Treatment Plant.**  
Recommendation: Authorize staff to purchase two Vaughn Chopper Pumps in an amount not to exceed \$29,768, as allocated in the FY 2020/21 Budget.
11. **Agreement No. 2020-21 A between County of Riverside and City for the West Hobsonway Roadway Improvement Project.**  
Recommendation: Authorize staff to execute Agreement No. 2020-021 A between City and Riverside County Transportation Department for W. Hobsonway Roadway Improvements and execute purchase orders in an amount not to exceed \$303,000 for FY 20/21 and \$303,000 for FY 21/22.
12. **Destruction of Records.**  
Recommendation: Adopt Resolution No. 2020-043, authorizing and directing the Police Chief to destroy all documents pertaining to personnel report of Employee X150 regarding matters that became final on September 8, 2020.

*RESOLUTION NO. 2020-043. 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.*

13. **Revised Community Development Block Grant Cooperation Agreement.**  
Recommendation: Adopt Resolution No. 2020-044, authorizing participation in the Urban County program, repealing Resolution No. 2020-029 and Authorize the Mayor to execute Agreement No. 2020-018 A, the revised Cooperation Agreement for CDBG Program Years 2021-2024.

*RESOLUTION NO. 2020-044. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, AUTHORIZING PARTICIPATION IN THE COUNTY OF RIVERSIDE'S URBAN COUNTY PROGRAM FOR FISCAL YEARS 2021, 2022 AND 2023 AND REPEALING RESOLUTION NO. 2020-029.*

14. **Adoption of an MOU for the Non-Sworn Unit.**  
Recommendation: Adopt Resolution No. 2020-045 approving an addendum to the Non-Sworn Unit's Memorandum of Understanding for July 1, 2020 through June 30, 2021.

*RESOLUTION NO. 2020-045. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA ADOPTING AN ADDENDUM TO THE NON SWORN UNIT'S MEMORANDUM OF UNDERSTANDING FOR THE PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021.*

**CONTINUED BUSINESS: (Item 15)**

15. **Cannabis Dispensary License Conditionally Issued to HAH 1, LLC.**  
Recommendation: Receive and file the monthly progress report.

**NEW BUSINESS (Items 16-21):**

**16. Temporary Suspension of Certain Provisions of the BMC relating to Light Animal Keeping.**

Recommendation: Adopt Resolution No. 2020-046, expressing support for the temporary suspension of certain provisions of the BMC relating to the keeping of animals and establishing requirements for such animal keeping during the period of suspension.

*RESOLUTION NO. 2020-046. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, EXPRESSING SUPPORT FOR THE TEMPORARY SUSPENSION OF PROVISIONS OF THE BLYTHE MUNICIPAL CODE RELATING TO THE KEEPING OF CERTAIN ANIMALS.*

**17. Issuance of Commercial Cannabis Distribution Permit- Gr&Be.**

Recommendation: Issue a Commercial Cannabis Distribution Permit for Gr&Be Inc. at 2473 W. Hobsonway, contingent upon issuance of a Certificate of Occupancy by the Building Department.

**18. Agreement No. 2020-022 A between City and Timothy Ramos for Commercial Cannabis Owner Background Investigations.**

Recommendation: Authorize the Interim City Manager to execute Agreement No. 2020-022 A with Timothy Ramos, DBA: T. Ramos and Associates for Commercial Owner Backgrounds and authorize the City Manager to execute the 4 optional one-year contract extensions.

**19. Final Parcel Map 857-110-005.**

Recommendation: Authorize recordation of Parcel Map 857-110-005.

**20. Repealing and Replacing Chapter 2.04 of the BMC relating to City Manager Powers and Duties.**

Recommendation: Council conduct the first reading by title only, waiving further reading of Ordinance No. 904-20.

*ORDINANCE NO. 904-20. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, REPEALING AND REPLACING CHAPTER 2.04 (CITY MANAGER) OF THE BLYTHE MUNICIPAL CODE.*

**21. Repair of Well No. 18- Water Treatment Plant.**

Recommendation: Authorize a Purchase Order to AZCA Drilling and Pump in an amount not to exceed \$39,000 for repair of City of Blythe Water Well No. 18.

**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 November 10, 2020 at 6:00 p.m. in the Council Chamber, 235 N. Broadway, Blythe, California.

**NOTE TO THE PUBLIC:**

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**CONSENT  
CALENDAR**

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
72295	9/15/2020	007610 AGHANIA, MARTIN	Ref000204200		UB Refund Cst #023773	111.94
					<b>Total :</b>	<b>111.94</b>
72296	9/15/2020	007617 CATTELL, MARK	Ref000204052		UB Refund Cst #005926	2,613.48
					<b>Total :</b>	<b>2,613.48</b>
72297	9/15/2020	004164 DELEON, MARTIN	Ref000204196		UB Refund Cst #007063	119.25
					<b>Total :</b>	<b>119.25</b>
72298	9/15/2020	007623 DOAN, LINH	Ref000204198		UB Refund Cst #022183	110.91
					<b>Total :</b>	<b>110.91</b>
72299	9/15/2020	007622 ECKIS, JIM	Ref000204197		UB Refund Cst #022052	128.34
					<b>Total :</b>	<b>128.34</b>
72300	9/15/2020	007624 ECKIS, JIM	Ref000204199		UB Refund Cst #022323	1.30
					<b>Total :</b>	<b>1.30</b>
72301	9/15/2020	007626 KINK, DAVID	Ref000204203		UB Refund Cst #023986	23.75
					<b>Total :</b>	<b>23.75</b>
72302	9/15/2020	007625 LUCAS, LYNETTE	Ref000204201		UB Refund Cst #023817	29.80
					<b>Total :</b>	<b>29.80</b>
72303	9/15/2020	007621 SANCHEZ, SHARON	Ref000204195		UB Refund Cst #003083	537.24
					<b>Total :</b>	<b>537.24</b>
72304	9/15/2020	007496 SMITH, JONATHAN	Ref000204202		UB Refund Cst #023822	113.77
					<b>Total :</b>	<b>113.77</b>
72305	9/15/2020	007627 WHITE, TONY	Ref000204204		UB Refund Cst #024474	63.85
					<b>Total :</b>	<b>63.85</b>
					<b>Bank total :</b>	<b>3,853.63</b>
					<b>Total vouchers in this report</b>	<b>3,853.63</b>

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

CLAIMS VOUCHER APPROVAL  
 WE, THE UNDERSIGNED OFFICERS OF THE CITY OF BLYTHE, CA DO  
 HEREBY CERTIFY THAT THE UTILITY BILLING REFUND WARRANTS  
 NUMBERED 72296-72305 ARE HEREBY APPROVED IN THE AMOUNT  
 OF \$3,653.63 ON THIS 13th DAY OF OCTOBER, 2020.

CHRISTA ELMS \_\_\_\_\_ DIRECTOR OF FINANCE  
 DALE REYNOLDS \_\_\_\_\_ MAYOR  
 ERIC EGAN \_\_\_\_\_ VICE-MAYOR  
 JOSEPH DECONINCK \_\_\_\_\_ COUNCILMAN  
 JOSEPH HALBY \_\_\_\_\_ COUNCILMAN  
 JOHNNY RODRIGUEZ \_\_\_\_\_ COUNCILMAN



Voucher List  
City of Blythe

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
72312	9/21/2020	000213 QUILL CORPORATION	10149982	013201	SUPPLIES	54.93
			9363957	013062	SUPPLIES	12.48
				<b>Total :</b>		<b>67.41</b>
72313	9/21/2020	003439 SHELL	67400899	013221	GASOLINE/PD 8/6-9/6/2020	52.94
				<b>Total :</b>		<b>52.94</b>
72314	9/21/2020	000283 SOUTHERN CALIFORNIA EDISON CO	2245360151	013151	ELECTRICITY/STREET LIGHTING 8/1-9/	44.01
				<b>Total :</b>		<b>44.01</b>
72315	9/21/2020	000283 SOUTHERN CALIFORNIA EDISON CO	2012032199	013149	ELECTRICITY/STREET LIGHTING 8/1-9/	12,082.05
				<b>Total :</b>		<b>12,082.05</b>
72316	9/21/2020	000323 STATE BOARD OF EQUALIZATION	23300030	013210	USE TAX 8/2020	98.00
				<b>Total :</b>		<b>98.00</b>
72317	9/21/2020	000247 THE GAS COMPANY	11185732804	013160	NATURAL GAS/PD 8/4-9/2/2020	54.80
				<b>Total :</b>		<b>54.80</b>
72318	9/21/2020	000247 THE GAS COMPANY	07632638008	013161	NATURAL GAS/COMMUNITY CENTER 8	59.29
				<b>Total :</b>		<b>59.29</b>
72319	9/22/2020	002768 AIRWAVE BROADBAND WIRELESS	95692	012990	BUSINESS PHONE SERVICE/PW 10/1-1	86.60
				<b>Total :</b>		<b>86.60</b>
72320	9/22/2020	007560 AMAZON CAPITAL SERVICES, INC	16LCJMG6Y9Y	013224	PARTS/SUPPLIES	99.24
			1KXJYDK9KXG	013224	PARTS/SUPPLIES	175.63
			1P1QLPKR149L	013224	PARTS/SUPPLIES	177.88
			1T7KQHLC1FX	013224	PARTS/SUPPLIES	172.38
			1TD96HKCJMW	013224	PARTS/SUPPLIES	72.10
				<b>Total :</b>		<b>697.23</b>
72321	9/22/2020	006873 ARAMARK UNIFORM & CAREER	001451483391	012989	UNIFORM SERVICE/MATS & TOWELS	221.17
			001451495543	012989	UNIFORM SERVICE/MATS & TOWELS	250.67
				<b>Total :</b>		<b>471.84</b>
72322	9/22/2020	000525 BARBARA SINATRA	2020-1834	013225	FORENSIC EXAMINATION/INTERVIEW :	231.00

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : union						
72322	9/22/2020	000525 BARBARA SINATRA	(Continued)			
72323	9/22/2020	000385 BIO-TOX LABORATORIES	39934	013174	URINE ANALYSIS	231.00
					<b>Total :</b>	<b>164.00</b>
72324	9/22/2020	004498 BOUND TREE MEDICAL, LLC	83739991	013175	SUPPLIES	164.00
					<b>Total :</b>	<b>149.22</b>
72325	9/22/2020	000048 BURTRONICS BUSINESS SYSTEMS	AR66755	013264	MAINT CONTRACT #CN10665-01 2/6-3/1	53.41
			AR71027	013002	MAINT CONTRACT #CN10665-01 7/6-8/1	48.83
					<b>Total :</b>	<b>102.24</b>
72326	9/22/2020	000051 C B PLUMBING	87367	013218	PORTA POTTY RENTAL 8/2020	300.00
			87679	013226	REPAIR/MAINTENANCE SERVICES	110.00
					<b>Total :</b>	<b>410.00</b>
72327	9/22/2020	004804 CITY OF BLYTHE	AUG 2020		AMOUNT BILLED TO CUSTOMERS 8/20	33,741.00
					<b>Total :</b>	<b>33,741.00</b>
72328	9/22/2020	000437 CO OF RIV AUDITOR-CONTROLLER	JULY 2020	013208	PARKING CITATIONS 7/2020	31.00
					<b>Total :</b>	<b>31.00</b>
72329	9/22/2020	001086 COPA INC	CL10134	013001	FUEL - CITY VEHICLES/FIRE DEPT	109.94
			CL10135	013001	FUEL - CITY VEHICLES/SEWER DEPT	867.48
			CL10136	013001	FUEL - CITY VEHICLES/COPS	33.94
					<b>Total :</b>	<b>1,011.36</b>
72330	9/22/2020	000227 COUNTY OF RIVERSIDE	AN000002027	013206	SHELTER SERVICES 7/2020	820.70
					<b>Total :</b>	<b>820.70</b>
72331	9/22/2020	005603 CR&R INCORPORATED	AUG 2020	013213	FRANCHISE CONTRACT 8/2020	72,832.80
					<b>Total :</b>	<b>72,832.80</b>
72332	9/22/2020	005603 CR&R INCORPORATED	0102845	013011	DISPOSAL SERVICES/CC 9/1-9/30/2020	234.68
					<b>Total :</b>	<b>234.68</b>
72333	9/22/2020	000083 CRAWFORD ASSOCIATES	17181	013219	BASE MATERIAL	2,073.58



Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
72342	9/22/2020	007275 FJM SECURITY	INV-545152	013207	LOCKS STOCK	947.24 <b>947.24</b>
72343	9/22/2020	007069 FORTILINE, INC	5048175	013107	PARTS/SUPPLIES	5,316.37 <b>5,316.37</b>
72344	9/22/2020	005213 FRONTIER	9091590013 9091590039 9091590042	013018 013020 013016	COMMUNICATION/CITY FACILITIES COMMUNICATION/FIRE 9/7-10/6/2020 CENTRANET ACCESS-SL/WELLS 9/1-9/	6,510.86 344.77 1,999.81 <b>8,855.44</b>
72345	9/22/2020	005978 FULTON DISTRIBUTING - SO CAL	513896	013215 013215	JANITORIAL SUPPLIES	445.87 <b>445.87</b>
72346	9/22/2020	000821 GALLS	BC1184828	013238	SUPPLIES	153.91 <b>153.91</b>
72347	9/22/2020	000318 GLENN JOHNSON COOLING/HEATING	033240	013133	REPAIR/MAINTENANCE SERVICES	275.08 <b>275.08</b>
72348	9/22/2020	000132 HACH COMPANY	12098379 12104286	013176 013176	SUPPLIES SUPPLIES	466.51 208.79 <b>675.30</b>
72349	9/22/2020	007618 HASLER, RONALD	3587	013240	REIMBURSEMENT	164.16 <b>164.16</b>
72350	9/22/2020	003088 HUNTINGTON COURT REPORTERS	33237	013230	TRANSCRIPTION SERVICES 8/1-8/31/20	61.60 <b>61.60</b>
72351	9/22/2020	005295 KONICA MINOLTA	9007083388	013144	ACCT 1165535 BIZHUB C554 & C558/CC	315.86 <b>315.86</b>
72352	9/22/2020	002150 LAW OFFICES OF JONES & MAYER	99258	013235	LEGAL SERVICES 8/2020	7,677.80 <b>7,677.80</b>
72353	9/22/2020	001460 LAWSON PRODUCTS INC	9307825393	013178	PARTS/SUPPLIES	982.42

Bank code :		union					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
72353	9/22/2020	001460 LAWSON PRODUCTS INC	(Continued) 9307828672	013178	PARTS/SUPPLIES	226.19	
					<b>Total :</b>	<b>1,208.61</b>	
72354	9/22/2020	007619 LOS ANGELES TRUCK CENTERS LLC	XA210449829	013241	PARTS/SUPPLIES	989.01	
					<b>Total :</b>	<b>989.01</b>	
72355	9/22/2020	007369 MJ3 INC	8	013202	BLOOD DRAWS/ION CALL FEES	1,325.00	
					<b>Total :</b>	<b>1,325.00</b>	
72356	9/22/2020	002871 NELSON, JON KEVIN	8/2020	013205	INSPECTION SERVICES 8/2020	170.00	
					<b>Total :</b>	<b>170.00</b>	
72357	9/22/2020	000201 PALO VERDE VALLEY TIMES INC	2008-00019668	013236	PUBLICATIONS 8/1-8/31/2020	172.49	
					<b>Total :</b>	<b>172.49</b>	
72358	9/22/2020	005009 PARKER OIL PRODUCTS, INC	83660	013000	GASOLINE/OIL - EQUIPMENT	131.19	
					<b>Total :</b>	<b>131.19</b>	
72359	9/22/2020	005645 PROTECTION 1/ADT	135996063	013024	FIRE/SECURITY ALARM MONITORING	147.18	
			135996064	013024	FIRE/SECURITY ALARM MONITORING	91.95	
			135996065	013024	FIRE/SECURITY ALARM MONITORING	147.12	
			135996066	013024	FIRE/SECURITY ALARM MONITORING	147.18	
					<b>Total :</b>	<b>533.43</b>	
72360	9/22/2020	000213 QUILL CORPORATION	10066776	013228	SUPPLIES	212.26	
			10150213	013229	SUPPLIES	17.77	
					<b>Total :</b>	<b>230.03</b>	
72361	9/22/2020	000216 RAMSEY TOWING	14277	013231	AVA TOWING SERVICES	900.00	
					<b>Total :</b>	<b>900.00</b>	
72362	9/22/2020	005981 ROAD RUNNER SANITARY	136078	013220	SUPPLIES	142.56	
					<b>Total :</b>	<b>142.56</b>	
72363	9/22/2020	006110 SOUTHWEST NETWORKS, INC	20-8042	013237	GUARDIAN IT - REPAIRS/MAINTENANC	1,211.25	
					<b>Total :</b>	<b>1,211.25</b>	

Voucher List  
City of Blythe

09/16/2020 8:41:36AM

Voucher	Bank code :	Date	Vendor	Invoice	PO #	Description/Account	Amount
72364	union	9/22/2020	005176 SPARKLETTTS	15381711 9470757 9470757	012992 012992 012992 012992	BULK DRINKING WATER/MWTP 8/20/20 BULK DRINKING WATER/PW 7/15/2020 BULK DRINKING WATER/PW 8/17/2020	93.70 57.19 59.68
<b>Total :</b>							<b>210.57</b>
72365		9/22/2020	001136 STANDAGE TIRE & AUTOMOTIVE	192824 192883 192951 192995 193091 193203 193275 193392 193429 193503	012994 012994 012994 012994 012994 012994 012994 012994 012994 012994	TIRE SERVICE/SUPPLIES TIRE SERVICE/SUPPLIES TIRE SERVICE/SUPPLIES TIRE SERVICE/SUPPLIES TIRE SERVICE/SUPPLIES TIRE SERVICE/SUPPLIES TIRE SERVICE/SUPPLIES TIRE SERVICE/SUPPLIES TIRE SERVICE/SUPPLIES TIRE SERVICE/SUPPLIES	1,321.76 53.74 67.59 179.67 354.21 39.81 457.72 70.54 191.38 404.16 <b>3,140.58</b>
72366		9/22/2020	004721 TEAMTALK NETWORK	069199	013239	RADIO COMMUNICATIONS/PPD 10/2020	1,445.02
<b>Total :</b>							<b>1,445.02</b>
72367		9/22/2020	001302 TRANSWORLD SYSTEMS INC	2290803	013222	COLLECTION SERVICES 8/2020	409.21
<b>Total :</b>							<b>409.21</b>
72368		9/22/2020	000266 UNDERGROUND SERVICE ALERT/SC	820200063 DSB20194473	012995 012995	DIG ALERT TICKETS 8/2020 CA STATE FEE FOR REGULATORY CO\$	59.50 32.46
<b>Total :</b>							<b>91.96</b>
72369		9/22/2020	001487 UNITED STATES POSTAL SERVICE	18696948	013223	POSTAGE	6,026.25
<b>Total :</b>							<b>6,026.25</b>
72370		9/22/2020	000991 USA BLUEBOOK	345145 350974	012985 013125	PARTS/SUPPLIES PARTS/SUPPLIES	415.51 150.96
<b>Total :</b>							<b>566.47</b>
72371		9/22/2020	000278 WEEKS PRINTING	28657 28669	013203 012938	PRINTING SERVICES PRINTING SERVICES	132.53 489.57

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
72371	9/22/2020	000278 WEEKS PRINTING	(Continued)			622.10
72372	10/1/2020	005923 CALIFORNIA PUBLIC EMPLOYEES'	000016181306		HEALTH BENEFITS - ELECTED 10/2020	2,800.06
					<b>Total :</b>	<b>2,800.06</b>
72373	10/1/2020	005923 CALIFORNIA PUBLIC EMPLOYEES'	000016181303		HEALTH BENEFITS - ALL EMPLOYEES	98,830.23
					<b>Total :</b>	<b>98,830.23</b>
<b>68 Vouchers for bank code : union</b>						<b>318,921.19</b>
<b>68 Vouchers in this report</b>						<b>318,921.19</b>

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

CLAIMS VOUCHER APPROVAL

WE, THE UNDERSIGNED OFFICERS OF THE CITY OF BLYTHE, CA DO  
 HEREBY CERTIFY THAT THE WARRANTS NUMBERED 72306-72373  
 ARE HEREBY APPROVED IN THE AMOUNT OF \$318,921.19  
 ON THIS 13th DAY OF OCTOBER, 2020.

CHRISTA ELMS		DIRECTOR OF FINANCE				
DALE REYNOLDS		MAYOR				
ERIC EGAN		VICE-MAYOR				
JOSEPH DECONINCK		COUNCILMAN				
JOSEPH HALBY		COUNCILMAN				
JOHNNY RODRIGUEZ		COUNCILMAN				

Voucher List  
City of Blythe

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
72374	9/24/2020	007568 PAYMENTUS	INV-15-105294	013298	UB PAYMENT PROCESSING FEES 8/20: <b>Total :</b>	1,778.85 <b>1,778.85</b>
72375	10/1/2020	006924 SUN LIFE FINANCIAL	5475145		DENTAL, VISION, LIFE, STD, PREMIUM: <b>Total :</b>	5,755.16 <b>5,755.16</b>
72376	10/13/2020	000150 INLAND BUILDERS SUPPLY INC	B12028 B12333 B12847 B12950 B14348 B16458 B17494 B18254 B19361 B19853 B20062	013169 013169 013169 013169 013277 013169 013277 013277 013277 013277	PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES	81.70 69.43 120.48 32.30 63.17 10.35 227.62 24.58 163.21 16.69 12.02
72377	10/13/2020	000283 SOUTHERN CALIFORNIA EDISON CO	2394985527	013150	ELECTRICITY/EV CHARGE STATION 8/ <b>Total :</b>	14.31 <b>14.31</b>
72378	10/13/2020	000283 SOUTHERN CALIFORNIA EDISON CO	2245360151	013151	ELECTRICITY/STREET LIGHTING 9/1-1/ <b>Total :</b>	44.01 <b>44.01</b>

Voucher List  
City of Blythe

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code :	union					
72378	10/13/2020	000283	000283 SOUTHERN CALIFORNIA EDISON CO (Continued)			44.01
72379	10/13/2020	000283	SOUTHERN CALIFORNIA EDISON CO 2295418958	013152	ELECTRICITY/HIDDEN BEACHES 8/24-	314.05
					<b>Total :</b>	<b>314.05</b>
72380	10/13/2020	000283	SOUTHERN CALIFORNIA EDISON CO 2396171092	013154	ELECTRICITY/WWTP 8/27-9/28/2020	6,493.89
					<b>Total :</b>	<b>6,493.89</b>
72381	10/13/2020	000283	SOUTHERN CALIFORNIA EDISON CO 2396171134	013153	ELECTRICITY/WPTF 8/27-9/28/2020	9,604.41
					<b>Total :</b>	<b>9,604.41</b>
72382	10/13/2020	000283	SOUTHERN CALIFORNIA EDISON CO 2004171732	013155	ELECTRICITY/CITY FACILITIES	34,362.90
					<b>Total :</b>	<b>34,362.90</b>
72383	10/13/2020	006366	ALARM PROTECTION SERVICES 049677	012988	ALARM MONITORING SERVICES/PW O	149.85
					<b>Total :</b>	<b>149.85</b>
72384	10/13/2020	007560	AMAZON CAPITAL SERVICES, INC 14Y1WQH47J4M	013281	PARTS/SUPPLIES	82.00
				013308	PARTS/SUPPLIES	188.51
				013281	PARTS/SUPPLIES	262.29
				013281	PARTS/SUPPLIES	165.63
				013281	PARTS/SUPPLIES	460.02
				013281	PARTS/SUPPLIES	48.98
					<b>Total :</b>	<b>1,207.43</b>
72385	10/13/2020	002458	AQUA-METRIC SALES, CO INV0079031	013295	WATER METER PARTS	2,374.34
					<b>Total :</b>	<b>2,374.34</b>
72386	10/13/2020	006873	ARAMARK UNIFORM & CAREER 001451507709	012989	UNIFORM SERVICE/MATS & TOWELS	274.03
				012989	UNIFORM SERVICE/MATS & TOWELS	245.82
				012989	UNIFORM SERVICE/MATS & TOWELS	252.68
				012989	UNIFORM SERVICE/MATS & TOWELS	245.82
					<b>Total :</b>	<b>1,018.35</b>
72387	10/13/2020	006220	BACKFLOW SOLUTIONS, INC 4775	013309	BACKFLOW PROGRAM - SUBSCRIPTIC	495.00
					<b>Total :</b>	<b>495.00</b>
72388	10/13/2020	000048	BURTRONICS BUSINESS SYSTEMS AR72340	013334	SHRED SERVICES 7/22/2020-1/21/2021	630.00

Voucher List  
City of Blythe

10/07/2020 2:40:26PM

Voucher	Bank code :	Date	Vendor	Invoice	PO #	Description/Account	Amount
72388	union	10/13/2020	000048 BURTRONICS BUSINESS SYSTEMS	(Continued) AR73492 AR73596	013307 013002	MAINT CONTRACT #CN10648-01 6/27-9 MAINT CONTRACT #CN10665-01 10/6-1 Total :	83.70 49.01 762.71
72389		10/13/2020	000051 C B PLUMBING	86602	013335	REPAIR/MAINTENANCE SERVICES Total :	4,234.50 4,234.50
72390		10/13/2020	004804 CITY OF BLYTHE	SEPT 2020		AMOUNT BILLED TO CUSTOMERS 9/20 Total :	33,822.00 33,822.00
72391		10/13/2020	000667 CITY OF BLYTHE:WATER UTILITIES	SEPT 2020	013097	WATER/SEWER BILLING - CITY FACILIT Total :	5,643.53 5,643.53
72392		10/13/2020	001086 COPA INC	CL10166 CL10167 CL10168 CL10210 CL10211 CL10212	013001 013001 013001 013001 013001 013001	FUEL - CITY VEHICLES/FIRE DEPT FUEL - CITY VEHICLES/POLICE DEPT FUEL - CITY VEHICLES/SEWER DEPT FUEL - CITY VEHICLES/FIRE DEPT FUEL - CITY VEHICLES/STREET DEPT FUEL - CITY VEHICLES/SEWER DEPT Total :	288.54 111.23 708.09 236.69 154.63 128.56 1,627.74
72393		10/13/2020	000227 COUNTY OF RIVERSIDE	AN0000002048	013320	SHELTER SERVICES 8/2020 Total :	256.90 256.90
72394		10/13/2020	000646 COUNTY OF RIVERSIDE	IN0393164	013312	ACCOUNT # AR0030990 - FACILITY #FA Total :	1,136.00 1,136.00
72395		10/13/2020	005421 COUNTY OF RIVERSIDE	PU0000005019	013330	FLEET FUEL CHARGES (ADJUSTMENT Total :	96.33 96.33
72396		10/13/2020	000037 CULLIGAN SOFT WATER SERVICE	638224,638267	012991	WATER SERVICE/WWTP 9/12-10/9/2020 Total :	77.18 77.18
72397		10/13/2020	000156 CYLE JOHNSON ELECTRIC INC	54333 54368	013297 013040	REPAIR/MAINTENANCE SERVICES REPAIR/MAINTENANCE SERVICES Total :	644.35 237.50 881.85



Voucher List  
City of Blythe

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
72404	10/13/2020	000016 E S BABCOCK & SONS INC	(Continued) C102600-0040 C102605-0040 C102631-0040 CJ00231-0040 CJ00233-0040 CJ00240-0040 CJ00241-0040	012998 012998 012998 012998 012998 012998 012998	TESTING SERVICES TESTING SERVICES TESTING SERVICES TESTING SERVICES TESTING SERVICES TESTING SERVICES TESTING SERVICES	162.05 45.00 15.00 60.00 45.00 62.05 17.00 <b>842.95</b>
<b>Total :</b>						<b>1,200.00</b>
72405	10/13/2020	003696 EISENHOWER MEDICAL CENTER	20202004	013286	ACCT #700000050 - FORENSIC EVIDEN	<b>1,200.00</b>
<b>Total :</b>						<b>1,200.00</b>
72406	10/13/2020	003378 EMPIRE SOUTHWEST	EMSL00062795 EPPS0673335 EPPS0674661 EPWK0493841 EPWK0493842 EPWK0494326 EPWK0494328 EPWK0494447	013284 013296 012956 013296 013296 013296 013296 013296	CATERPILLAR COMPACTOR/ROLLER REPAIR/MAINTENANCE SERVICES/SUF PARTS/SUPPLIES REPAIR/MAINTENANCE SERVICES/SUF PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES	30,189.98 980.51 244.78 2,017.48 155.00 2,768.17 430.14 155.00 <b>36,941.06</b>
<b>Total :</b>						<b>328.12</b>
72407	10/13/2020	006504 EZ LINER INDUSTRIES	067974	013303	PARTS.SUPPLIES - SPRAY PAINT MACH	<b>328.12</b>
<b>Total :</b>						<b>328.12</b>
72408	10/13/2020	005213 FRONTIER	7609223545 7609228395 9091590042	013019 013017 013016	COMMUNICATIONS/ALARM SYSTEM 9/ COMMUNICATIONS/QUECHAN 10/1-10/ CENTRANET ACCESS-SLWELLS 10/1-1	104.80 68.91 2,034.04 <b>2,207.75</b>
<b>Total :</b>						<b>819.84</b>
72409	10/13/2020	005978 FULTON DISTRIBUTING - SO CAL	515494	013310 013310	JANITORIAL SUPPLIES	<b>819.84</b>
<b>Total :</b>						<b>819.84</b>
72410	10/13/2020	000318 GLENN JOHNSON COOLING/HEATING	033122	013204	REPAIR/MAINTENANCE SERVICES	1,036.93 <b>1,036.93</b>
<b>Total :</b>						<b>1,036.93</b>

Voucher List  
City of Blythe

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
72411	10/13/2020	003794 HARVEY CONSULTING GROUP, LLC	ORF-1		CEQA ENVIRONMENTAL REVIEW - ORF	3,600.00
					<b>Total:</b>	<b>3,600.00</b>
72412	10/13/2020	000140 HINDERLITER DE LLAMAS & ASSOC	SIN003636	013328	CONTRACT SERVICES - SALES QTR 1	2,130.01
					<b>Total:</b>	<b>2,130.01</b>
72413	10/13/2020	003377 KIMBALL-MIDWEST	8219595 8221272	013217 013217	PARTS/SUPPLIES PARTS/SUPPLIES	676.73 993.15
					<b>Total:</b>	<b>1,669.88</b>
72414	10/13/2020	005295 KONICA MINOLTA	9007166932	013144	ACCT 1165535 BIZHUB C554 & C558/CC	228.45
					<b>Total:</b>	<b>228.45</b>
72415	10/13/2020	001460 LAWSON PRODUCTS INC	9307800492 9307867313 9307888581	013123 013123 013292	PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES	627.06 194.30 1,393.63
					<b>Total:</b>	<b>2,214.99</b>
72416	10/13/2020	007421 MUNITEMPS STAFFING	129838 129849	013291 013325	INTERIM STAFFING/PW DIRECTOR - O. INTERIM STAFFING/PW DIRECTOR - O.	7,000.00 8,000.00
					<b>Total:</b>	<b>15,000.00</b>
72417	10/13/2020	005294 O'REILLY AUTOMOTIVE STORES INC	2758-245641 2758-247974	013131 013131	PARTS/SUPPLIES PARTS/SUPPLIES	533.10 53.86
					<b>Total:</b>	<b>10.63</b>
					<b>Total:</b>	<b>161.59</b>
					<b>Total:</b>	<b>759.18</b>
72418	10/13/2020	007629 ORFANOS, ANTHONY	CEQA2007-001		REFUND OF REMAINING DEPOSIT	582.00
					<b>Total:</b>	<b>582.00</b>
72419	10/13/2020	000201 PALO VERDE VALLEY TIMES INC	2009-00019668	013338	PUBLICATIONS 9/1-9/30/2020	574.00
					<b>Total:</b>	<b>574.00</b>
72420	10/13/2020	007152 PLUMBERS DEPOT INC	PD-46373	013279	PARTS/SUPPLIES	742.96
					<b>Total:</b>	<b>742.96</b>



Voucher List  
City of Blythe

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
72429	10/13/2020	001136 STANDAGE TIRE & AUTOMOTIVE	(Continued) 194199	012994	TIRE SERVICE/SUPPLIES	75.16
					<b>Total:</b>	<b>1,790.52</b>
72430	10/13/2020	000323 STATE BOARD OF EQUALIZATION	23300030	013323	USE TAX 9/2020	486.00
					<b>Total:</b>	<b>486.00</b>
72431	10/13/2020	004721 TEAMTALK NETWORK	069580	013239	RADIO COMMUNICATIONS/PD 11/2020	1,445.02
					<b>Total:</b>	<b>1,445.02</b>
72432	10/13/2020	002783 THATCHER COMPANY OF ARIZONA	5062758 5062804	012999 012999	CHEMICALS CHEMICALS	9,360.00 5,876.64
					<b>Total:</b>	<b>15,236.64</b>
72433	10/13/2020	000247 THE GAS COMPANY	06622932165	013159	NATURAL GAS/CITY FACILITIES	75.44
					<b>Total:</b>	<b>75.44</b>
72434	10/13/2020	000266 UNDERGROUND SERVICE ALERT/SC	920200064 DSB20195106	012995 012995	DIG ALERT TICKETS 9/2020 CA STATE FEE FOR REGULATORY CO\$	76.00 32.46
					<b>Total:</b>	<b>108.46</b>
72435	10/13/2020	004501 US BANK CORP	044555649478	013318	CREDIT CARD CHARGES 9/2020	215.82
					<b>Total:</b>	<b>215.82</b>
72436	10/13/2020	000991 USA BLUEBOOK	363704 368144	013212 013233	PARTS/SUPPLIES PARTS/SUPPLIES	263.49 66.83
					<b>Total:</b>	<b>330.32</b>
72437	10/13/2020	005400 VAN IWAARDEN ASSOCIATES	100620	013339	GASB 75 ACTUARIAL VALUATION FY20:	1,900.00
					<b>Total:</b>	<b>1,900.00</b>
72438	10/13/2020	003035 VERIZON WIRELESS	9862840236 9862840237	013027 013028	WIRELESS SERVICE 8/14-9/13/2020 WIRELESS SERVICE/WATER METERS }	633.68 76.02
					<b>Total:</b>	<b>709.70</b>
72439	10/13/2020	000278 WEEKS PRINTING	28685	013285	PRINTING SERVICES	436.39
					<b>Total:</b>	<b>436.39</b>

Bank code :	union	Date	Vendor	Invoice	PO #	Description/Account	Amount
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66	Vouchers for bank code :	union					Bank total : 373,607.04
66	Vouchers in this report						Total vouchers : 373,607.04

CLAIMS VOUCHER APPROVAL

WE, THE UNDERSIGNED OFFICERS OF THE CITY OF BLYTHE, CA DO  
 HEREBY CERTIFY THAT THE WARRANTS NUMBERED 72374-72439  
 ARE HEREBY APPROVED IN THE AMOUNT OF \$373,607.04  
 ON THIS 13th DAY OF OCTOBER, 2020.

CHRISTA ELMS \_\_\_\_\_ DIRECTOR OF FINANCE  
 DALE REYNOLDS \_\_\_\_\_ MAYOR  
 ERIC EGAN \_\_\_\_\_ VICE-MAYOR  
 JOSEPH DECONINCK \_\_\_\_\_ COUNCILMAN  
 JOSEPH HALBY \_\_\_\_\_ COUNCILMAN  
 JOHNNY RODRIGUEZ \_\_\_\_\_ COUNCILMAN

CITY OF BLYTHE

PAYROLL LISTING

Pay period 08/21/2020 to 09/03/2020

Payday 09/11/2020

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 51866 to 51881 and Direct Deposits numbered 48480 to 48535 are hereby approved in the amount of \$227,512.94 this 13<sup>th</sup> day of October 2020.



Director of Finance

\_\_\_\_\_  
Mayor Reynolds

\_\_\_\_\_  
Vice Mayor Egan

\_\_\_\_\_  
Councilman De Coninck

\_\_\_\_\_  
Councilman Rodriguez

\_\_\_\_\_  
Councilman Halby

CITY OF BLYTHE

PAYROLL LISTING

Pay period 09/04/2020 to 09/17/2020  
Payday 09/25/2020

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 51882 to 51896 and Direct Deposits numbered 48536 to 48591 are hereby approved in the amount of \$218,890.09 this 13<sup>th</sup> day of October 2020.



Director of Finance

\_\_\_\_\_  
Mayor Reynolds

\_\_\_\_\_  
Vice Mayor Egan

\_\_\_\_\_  
Councilman De Coninck

\_\_\_\_\_  
Councilman Rodriguez

\_\_\_\_\_  
Councilman Halby

CITY OF BLYTHE

PAYROLL LISTING

Pay period 09/01/2020 to 09/30/2020  
Payday 10/05/2020

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 51897 to 51902 and Direct Deposits numbered 48592 to 48695 are hereby approved in the amount of \$74,839.68 this 13<sup>th</sup> day of October 2020.



Director of Finance

\_\_\_\_\_  
Mayor Reynolds

\_\_\_\_\_  
Vice Mayor Egan

\_\_\_\_\_  
Councilman De Coninck

\_\_\_\_\_  
Councilman Rodriguez

\_\_\_\_\_  
Councilman Halby

## Minutes of the Blythe City Council Meeting September 8, 2020

The September 8, 2020 meeting of the Blythe City Council was called to order at 6:00pm in the Council Chambers by Mayor Reynolds. Also in attendance were Vice Mayor Egan and Council Members DeConinck, Rodriguez and Halby. Staff in attendance included: Interim City Manager and City Clerk Crecelius, Finance Director and City Treasurer Elms, Police Chief Coe, Chief Building Official Brown, Interim Public Works Director Ojeda and Assistant City Attorney Roberto.

The Pledge of Allegiance was led by Mayor Reynolds. The Invocation was offered by Councilman Rodriguez.

### **REPORT FROM CLOSED SESSION:**

Assistant City Attorney Roberto stated there was discussion and Council provided direction.

**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, September 4, 2020.

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

Recommendation: Approve **09/25/2020**, warrants numbered 72241 through 72294 in the amount of \$238,530.66.

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

Recommendation: Approve **09/8/2020**, warrants numbered 51847 through 51860 and Direct Deposits numbered 48320 through 48374 in the amount of \$212,532.75 and **09/25/2020**, warrants numbered 51861 through 51865 and Direct Deposits numbered 48376 through 48479 in the amount of \$65,306.56.

4. **Minutes of the August 25, 2020 City Council Meeting.**

Recommendation: Approve the Minutes of the August 25, 2020 meeting.

5. **City of Blythe Permits issued for the Month of August 2020.**

Recommendation: Receive and file this monthly report.

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

Recommendation: Receive and file this monthly report.

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

Recommendation: Receive and file this monthly report.

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

Recommendation: Receive and file this biennial report.

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

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

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

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

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

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

11. **Continuation of Local Emergency Resolution Due to COVID-19.**  
 Recommendation: Adopt Resolution No. 2020-041 extending the local emergency.  
*RESOLUTION NO. 2020-041. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, DETERMINING THE NEED TO CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 20, 2020 AND PREVIOUSLY CONTINUED ON MAY 12, 2020 AND JULY 14, 2020.*
12. **Annual CPI Increase- User Fees.**  
 Recommendation: Receive and file the annual report on the City's User Fees.
13. **Fire Chief Agreement- Ronnie Hasler.**  
 Recommendation: Authorize the City Manager to enter into an agreement with Ronnie Hasler for the position of Fire Chief with the Blythe Fire Department.

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

Mayor Reynolds welcomed Chief Hasler to the Chief position.

Chief Hasler thanked the City for the honor of representing the Blythe Fire Department and City of Blythe. I have a group of the greatest firefighters you would ever want to work with and lead. I appreciate you giving me that honor and will do the absolute best I can.

**PUBLIC HEARING:**

**West Valley Commercial Property General Plan Amendment and Zone Change.** Interim City Manager Crecelius stated on August 11, 2020, the City Council held a public hearing on this matter and adopted the Initial Study and Negative Declaration prepared for this General Plan Amendment and Zone Change and conducted the first reading of Ordinance No. 902-20. As the Blythe Municipal Code requires two public hearings before a Zone Change is adopted, it is recommended Council conduct the second reading of Ordinance No. 902-20 subsequent to the public hearing.

Mayor Reynolds opened the public hearing. No public comment. Vice Mayor Egan moved approval of staff's recommendation. The motion was seconded by Councilman Rodriguez with a unanimous aye vote. City Clerk Crecelius read the title of Ordinance No. 902-20 into the record.

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

**Realty Investment Team General Plan Amendment and Zone Change.** Interim City Manager Crecelius stated on August 11, 2020, the City Council held a public hearing on this matter and adopted the Initial Study and Negative Declaration prepared for this General Plan Amendment and Zone Change and conducted the first reading of Ordinance No. 903-20. As the Blythe Municipal Code requires two public hearing prior to adoption of a zone change/GPA it is recommended Council conduct the second reading by title only, waiting further reading of Ordinance N0. 903-20 subsequent to the public hearing.

Mayor Reynolds opened the Public Hearing. No public comment. Vice Mayor Egan moved approval of staff's recommendation. The motion was seconded by Councilman Rodriguez with a unanimous aye vote. City Clerk Crecelius read the title of Ordinance 903-20 into the record.

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

**Notice of Exemption- Orfanos N. Hickory Road Project.** Interim City Manager Crecelius stated Anthony Orfanos proposes to develop an indoor cannabis cultivation facility on a .50-acre parcel located at 177 North Hickory Road. The proposed site is zoned C-G (General Commercial) which allows for the type of development proposed. The project site is level with little vegetation and no existing structures. Grading and Construction are expected to be completed in four months. The development includes the construction of three 2,400 square-foot commercial warehouse buildings 30-feet wide, 80-feet long with a sloped roof 20-feet high on one side and 16-feet high on the other. Based upon review of the CEQA Guidelines, the City has determined that the proposed project qualifies for an Urban Infill Exemption from CEQA as it meets each of the five criteria set forth in the CEQA Guidelines, section 15332:

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

It is recommended subsequent to the Public Hearing, Council adopt a Notice of Exemption for the Orfanos N. Hickory Rd, Project and direct staff to file the Notice of Exemption with the County Clerk.

Mayor Reynolds opened the Public Hearing. No public comment. Councilman Rodriguez moved approval of staff's recommendation. The motion was seconded by Vice Mayor Egan with a unanimous aye vote.

**Modification of Conditional Use Permit No. 1509-001- Blythe Mesa Solar.** Interim City Manager Crecelius stated the Blythe Mesa Solar Project involves the construction of a high efficiency photovoltaic (PV) solar facility occupying 3,660 acres within the jurisdictions of Riverside County, the Bureau of Land Management (BLM), and the City of Blythe. Approximately 334 acres of the overall facility are located on property within the City of Blythe. On November 10, 2015, the City Council approved a CUP to develop approximately 334 acres of the *Blythe Mesa Solar Project* that is within the westernmost panhandle of the City of Blythe. Pursuant to Blythe Municipal Code Section 17.08.010, approval of a Conditional Use Permit is required for development of Utility Operations Facilities in the Agriculture Zone, which includes the proposed *Blythe Mesa Solar Project* solar facility. Although the project would be a non-agriculture use on agricultural land, the project would not conflict with existing zoning or agricultural uses because the Municipal Code allows for such uses through a CUP. Further, when the project concludes at the end of 30 years, the land could be returned to agricultural uses. The CUP granted to the Blythe Mesa Solar project was approved by the City Council with conditions. Condition 144 states:

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

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

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

Mayor Reynolds opened the Public Hearing.

Rob Bernheimer with Intersect Power stated there was a slight error in the staff report. We have not yet purchased the property; we are in escrow on the project. We need to get a few of these things finalized in order to close on the project.

Councilman DeConinck asked if the ground was being leased from BLM. Mr. Bernheimer stated this was mostly private land. We are acquiring part of what Renewable Resources has, and are splitting the project in half. Renewable Resources group takes half and we take half. They have not been able to get this project off the ground and we believe there needs to be a few fundamental changes to the project which we are working with the County on. We think its possible that once our half is up and running, we may be able to acquire the second half of the project.

Councilman DeConinck asked what the County was asking them to pay. Mr. Bernheimer stated the B-29 money would be paid. They are currently in negotiations with the County as they feel they have an inequitable DIF fee for solar projects. I along with Intersect Power have been successful with two other solar projects in the past year in negotiating these DIF fees with the County. We are hoping to have this project approved by the County by first quarter of next year, with construction ramping up by the third quarter of next year.

Interim City Manager Crecelius stated this project is in the County with a small piece in City limits. As a reminder, when this project was first negotiated with the County, they agreed to pay to the City 10% of the B-29 funds annually for the life of the project. The City will get a piece of the sun tax the County negotiated with solar companies years ago.

Rob Bernheimer stated to be clear, we are not requesting the County to reduce the B-29 sun tax fee. That is not the fee we think is inequitable here.

Councilman DeConink stated you will still pay the B-29 fess plus some other fees the County has established. He asked Mr. Bernheimer to share the amount of fees paid to the County with the City once it was established.

No public comment. Councilman DeConinck moved approval of a two year extension to CUP 1509-001. The motion was seconded by Vice Mayor Egan with a unanimous aye vote.

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

**CONTINUED BUSINESS:**

**Cannabis Dispensary License Conditionally Issued to HAH, 1, LLC.** Interim City Manager Crecelius stated there was nothing to report.

Councilman Halby asked if the deposit was sent or if the permits had been renewed. It was reported it was not. Councilman Halby stated we should pull the license.

Councilman DeConinck asked if any contact had been made with Chief Building Official Brown. It was reported no.

Mayor Reynolds stated that is why I wanted to end it last time. They have had 13 months. Are they not sure we gave them approval to move forward? Interim City Manager Crecelius stated no, we had a conversation about the \$25,000 deposit and an invoice was sent two weeks ago. We thought everything else was clear. The ball is in his court.

Councilman DeConinck stated if everything is not in place by the next meeting, I want it on the agenda to handle the situation.

Councilman Halby stated there is no reason to wait 6 months if they are not going to do anything.

Interim City Manager Crecelius stated a Public Hearing with 10-day noticing will be required. If between now and the time the notice is required to be posted he renews his permit and pays the deposit will we move forward with the monthly report, or hold the Public Hearing.

Mayor Reynolds stated if he has taken some type of action and done what he was supposed to, we will be good and wait for the October 13<sup>th</sup> report.

Interim City Manager Crecelius stated he will need to have done something by September 24<sup>th</sup>. If he hasn't paid the deposit and renewed his permits by then, I will notice the Public Hearing for the October 13<sup>th</sup> meeting.

#### **NEW BUSINESS:**

**Tractor/loader and Roller Purchase- Public Works Street Department.** Interim Public Works Director Ojeda stated it is requested you approve the purchase of new equipment for the Public Works street division. One is a new John Deere Tractor Loader and the other is a Caterpillar Compactor-Roller the street divisions needs to get their work done. We ask you approve the purchase, in the amount of \$125,935.15.

Vice Mayor Egan asked if other companies were able to bid on the equipment. It was reported no, as they were being purchased from approved bid lists.

Councilman DeConinck stated I did my homework on this. This did not go through our local RDO, it went through Imperial because this is an industrial model. This has a clam shell which is helpful. It also has the back bucket that can be adjusted. It has some advantages.

Interim City Manager Crecelius stated the last model purchased was from the local RDO. It was more for agricultural uses. We needed something more heavy duty. The other tractor will be moved to the Wastewater Treatment Plant for use in the ponds and retention basins.

Councilman DeConinck said he would like to have it delivered here, so we can pay the sales tax here and get 1% of our money back. If we pay it in Arizona or Imperial, we will not get that 1% back. I checked with the Cat dealer as well.

No public comment. Councilman Halby moved approval of staff's recommendation. The motion was seconded by Councilman Rodriguez with a unanimous aye vote.

#### **ORAL REPORTS:**

Mayor Reynolds reported on the Labor Day Parade for the Blythe Nursing Care Facility. I want to thank Blythe Fire and Blythe PD for being the escorts.

**PUBLIC COMMENT:**

Larry Williams of 1200 Wells Rd. stated I am a little disappointed I am not on the Agenda regarding Blythe, City of Serenity. I believe the town should be recognized.

Troy Love provided an update on the Fairgrounds and Blythe Little League.

Councilman DeConinck stated Miller Park is fixed now. There have been some challenges, but its level and fertilized. Roberto Flores has done a good job there. Helena and Green Leaf supplied the fertilizer and seed for the park.

Interim City Manager Crecelius read a written comment from Juan Ramirez of the Census Bureau. Mr. Ramirez gave an update on the 2020 Census.

Mayor Reynolds reported on the Business Ambassador Program, a meeting for which will be held tomorrow from 10:30 to 2pm.

**ADJOURN:** The City Council meeting was adjourned at 6:44pm.

\_\_\_\_\_  
Dale Reynolds, Mayor

**ATTEST:**

\_\_\_\_\_  
Mallory Crecelius, City Clerk

**City of Blythe**  
**PERMITS ISSUED**  
**For the Period 9/1/2020 thru 9/30/2020**

**Permit No./Issued**

<b>Applied/Approved</b>	<b>Type/Sub-Type/Status</b>	<b>Site Address and Parcel No.</b>	<b>Owner and Contractor</b>	<b>Valuation</b>	<b>Fees</b>	<b>Paid</b>
B2008-023 9/1/2020	DEMO-INT	637 WEST CHANSLORWAY 842132020	CHAVARRIA & OSORIO OWNER	1,000.00	78.00	78.00
8/24/2020 8/27/2020	ISSUED	Permit Name				
<b>Total for: DEMO-INT</b>				<b>1,000.00</b>	<b>78.00</b>	<b>78.00</b>

**Permit No./Issued**

<b>Applied/Approved</b>	<b>Type/Sub-Type/Status</b>	<b>Site Address and Parcel No.</b>	<b>Owner and Contractor</b>	<b>Valuation</b>	<b>Fees</b>	<b>Paid</b>
B2008-039 9/17/2020	ELEC SOLAR	430 RIVER VALLEY AVENUE 854121020	JOHNNY J & ANGELICA RODRI BRIGHT PLANET SOLAR INC	24,000.00	305.62	305.62
8/28/2020 9/8/2020	ISSUED	Permit Name Roof mount Solar				
B2008-038 9/4/2020	ELEC SOLAR	460 NORTH SOLA STREET 851021004	KENNETH H BIGLER STEVE GRIFFIN CONSTRUCTIC	34,625.00	273.00	273.00
8/26/2020 9/4/2020	ISSUED	Permit Name ROOF SOLAR & UPGRADE				
B2008-037 9/4/2020	ELEC SOLAR	460 NORTH NINTH STREET 851032020	ROBERT & SHAWN RABORN STEVE GRIFFIN CONSTRUCTIC	72,399.00	318.91	318.91
8/26/2020 9/4/2020	ISSUED	Permit Name ROOF SOLAR & UPGRADE				
B2008-036 9/4/2020	ELEC SOLAR	480 SEVILLE LANE 842023004	MATTHEW PRYOR STEVE GRIFFIN CONSTRUCTIC	68,421.00	278.39	278.39
8/26/2020 9/4/2020	ISSUED	Permit Name ROOF SOLAR & UPGRADE				
B2009-004 9/3/2020	ELEC	121 SOUTH SOLANO AVENUE 836122045	NNNDG10 LLC STOUT BUILDING CONTRACTI	500.00	129.00	129.00
9/1/2020 9/3/2020	ISSUED	Permit Name TEMPORARY POWER POLE				
B2009-014 9/16/2020	ELEC SOLAR	204 HEFLIN DRIVE 824170049	DONALD JOYAL INFINITY ENERGY INC	27,000.00	262.01	262.01
9/3/2020 9/15/2020	ISSUED	Permit Name GROUND SOLAR				
B2008-022 9/8/2020	ELEC SOLAR	451 TESORO LANE 851151008	GUILLERMINA GAMEZ SUNERGY CONSTRUCTION INI	23,000.00	240.49	240.49
8/24/2020 9/8/2020	FINALED	Permit Name ROOF MOUNT SOLAR				
B2008-027 9/17/2020	ELEC	890 EAST HOBSONWAY 854020017	WEC 98D 26 & THRIFTY PAYLE PRIDE ELECTRIC ENTERPRISE	25,000.00	270.00	270.00
8/27/2020 9/4/2020	ISSUED	Permit Name Repairs				
B2007-047 9/2/2020	ELEC SOLAR	3827 SANDY POINT DRIVE 833380009	QUINN & DAWN STONE SOLAR SYMPHONY CONSTRU	32,000.00	242.66	242.66
7/27/2020 8/24/2020	FINALED	Permit Name ROOF SOLAR				
B2009-029 9/29/2020	ELEC	650 WEST TENTH AVENUE 839010006	DUANE BERGER SHAWN COPELAND	500.00	122.00	122.00
9/21/2020 9/29/2020	FINALED	Permit Name Add convenience outlet in garage				
<b>Total for: ELEC</b>				<b>307,445.00</b>	<b>2,442.08</b>	<b>2,442.08</b>

**Permit No./Issued**

<b>Applied/Approved</b>	<b>Type/Sub-Type/Status</b>	<b>Site Address and Parcel No.</b>	<b>Owner and Contractor</b>	<b>Valuation</b>	<b>Fees</b>	<b>Paid</b>
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**City of Blythe**  
**PERMITS ISSUED**  
**For the Period 9/1/2020 thru 9/30/2020**

B2009-008 9/29/2020 9/3/2020 9/16/2020	EXCAV  ISSUED	331 NORTH SOLANO AVENUE 836061018 Permit Name INSTALL (2) 20LB ANODES	CITY OF BLYTHE RIGHT OF W/ THE GAS COMPANY	0.00	560.00	560.00
B2009-003 9/29/2020 9/2/2020 9/16/2020	EXCAV  ISSUED	514 NORTH LOVEKIN BOULEV 842132028 Permit Name REPLACE 3/4" STEEL GAS LINE	CITY OF BLYTHE RIGHT OF W/ THE GAS COMPANY	0.00	560.00	560.00
B2009-002 9/29/2020 9/2/2020 9/16/2020	EXCAV  ISSUED	121 SOUTH SOLANO AVENUE 836122045 Permit Name INSTALL 1"PE GAS LINE	CITY OF BLYTHE RIGHT OF W/ THE GAS COMPANY	0.00	560.00	560.00
B2008-003 9/15/2020 8/6/2020 8/6/2020	EXCAV  ISSUED	14TH AVE & SOUTH MAIN STR 879040027 Permit Name EXCAVATE EXISTING TAP VALVE	CITY OF BLYTHE RIGHT OF W/ DOTY BROTHERS EQUIPMENT	750,000.00	560.00	560.00
B2009-034 9/28/2020 9/24/2020 9/25/2020	EXCAV  ISSUED	WELLS RD between GOLF COU Permit Name WATER LEAK	CITY RIGHT OF WAY RICHARD E HOOVER	3,500.00	560.00	560.00
B2007-046 9/24/2020 7/31/2020 9/2/2020	EXCAV CABLE TV ISSUED	149 EAST HOBSONWAY Permit Name	CITY RIGHT OF WAY CEQUEL COMMUNICATIONS	5,000.00	560.00	560.00
B2007-044 9/24/2020 7/31/2020 9/2/2020	EXCAV CABLE TV ISSUED	260 N SPRING STREET Permit Name	CITY RIGHT OF WAY CEQUEL COMMUNICATIONS	20,000.00	560.00	560.00
<b>Total for: EXCAV</b>				<b>778,500.00</b>	<b>3,920.00</b>	<b>3,920.00</b>

<b>Permit No./Issued</b>						
<b>Applied/Approved</b>	<b>Type/Sub-Type/Status</b>	<b>Site Address and Parcel No.</b>	<b>Owner and Contractor</b>	<b>Valuation</b>	<b>Fees</b>	<b>Paid</b>
B2009-009 9/30/2020 8/20/2020 9/4/2020	HYDRO  FINALED	945 EAST HOBSONWAY 851065006 Permit Name	BARRET & PATRICIA COVINGT A B C LIOVIN DRILLING INC	0.00	130.00	130.00
<b>Total for: HYDRO</b>				<b>0.00</b>	<b>130.00</b>	<b>130.00</b>

<b>Permit No./Issued</b>						
<b>Applied/Approved</b>	<b>Type/Sub-Type/Status</b>	<b>Site Address and Parcel No.</b>	<b>Owner and Contractor</b>	<b>Valuation</b>	<b>Fees</b>	<b>Paid</b>
B2008-034 9/2/2020 8/4/2020 8/27/2020	MECH  ISSUED	639 VISTA SUNRISE LANE 869371021 Permit Name 3 ton condenser & coil	MIGUEL A & JOSEFINA SERRA JOHN HARRISON CONTRACTI	3,000.00	122.00	122.00
B2009-032 9/24/2020 9/23/2020 9/23/2020	MECH  ISSUED	104 WEST HOBSONWAY 845133025 Permit Name NEW A/C	JAMES & PATRICIA WAGGONE ACTION AIR CONDITIONING &	4,600.00	243.00	243.00
B2008-029 9/2/2020 8/4/2020 8/27/2020	MECH  ISSUED	232 SOUTH FIFTH STREET 848093005 Permit Name 4 ton condenser & coil	MURILLO & GUILIN JOHN HARRISON CONTRACTI	3,000.00	122.00	122.00
B2008-035 9/2/2020 8/4/2020 8/27/2020	MECH  ISSUED	213 COTTONWOOD LANE 854080038 Permit Name 3 ton heat pump pkg on ground	EDWARD K GALLEGOS JOHN HARRISON CONTRACTI	3,000.00	122.00	122.00

**City of Blythe**  
**PERMITS ISSUED**  
**For the Period 9/1/2020 thru 9/30/2020**

B2008-031 9/2/2020 8/4/2020 8/27/2020	MECH  ISSUED	421 NORTH SOLA AVENUE 851022008 Permit Name 4 ton condenser & coil	MENDEZ & MARTINEZ JOHN HARRISON CONTRACTII	3,000.00	122.00	122.00
B2009-017 9/14/2020 9/14/2020 9/14/2020	MECH  FINALED	441 NORTH WILLOW AVENUE 845022006 Permit Name ATTIC INSULATION	CORTNEY R ROSE ENVIRONMENTAL ASSESSMEI	1,500.00	157.00	157.00
B2008-032 9/2/2020 8/4/2020 8/27/2020	MECH  ISSUED	480 NORTH LOVEKIN BOULEV 845022022 Permit Name 4 ton condenser & coil	ANGELICA GALLEGOS JOHN HARRISON CONTRACTII	3,000.00	122.00	122.00
B2008-028 9/2/2020 8/4/2020 8/27/2020	MECH  ISSUED	1271 NORTH LOVEKIN BOULE 836190012 Permit Name 2 ton & 5 ton condenser & coil	ROBERT & REBECCA AGUIRRE JOHN HARRISON CONTRACTII	3,000.00	122.00	122.00
B2008-033 9/2/2020 8/4/2020 8/27/2020	MECH  ISSUED	520 EAST MURPHY STREET 845163004 Permit Name 4 ton package unit	LETICIA JOHNSON JOHN HARRISON CONTRACTII	3,000.00	122.00	122.00
B2008-030 9/2/2020 8/4/2020 8/27/2020	MECH  ISSUED	380 NORTH LOVEKIN BOULEV 845022032 Permit Name 3 ton condenser & coil	BEATRICE & JOSE PINON JOHN HARRISON CONTRACTII	3,000.00	122.00	122.00
<b>Total for: MECH</b>				<b>30,100.00</b>	<b>1,376.00</b>	<b>1,376.00</b>

**Permit No./Issued**

<u>Applied/Approved</u>	<u>Type/Sub-Type/Status</u>	<u>Site Address and Parcel No.</u>	<u>Owner and Contractor</u>	<u>Valuation</u>	<u>Fees</u>	<u>Paid</u>
B2009-013 9/11/2020 8/28/2020 8/31/2020	MHPREP FOUNDATION ISSUED	1445 RIVIERA DRIVE 869410027 Permit Name Demo of old & Prep for New	DARYL Z & MAUREEN YOUNG OWNER	4,000.00	274.00	274.00
<b>Total for: MHPREP</b>				<b>4,000.00</b>	<b>274.00</b>	<b>274.00</b>

**Permit No./Issued**

<u>Applied/Approved</u>	<u>Type/Sub-Type/Status</u>	<u>Site Address and Parcel No.</u>	<u>Owner and Contractor</u>	<u>Valuation</u>	<u>Fees</u>	<u>Paid</u>
B2009-011 9/23/2020 9/10/2020 9/15/2020	OTHER  ISSUED	556 NORTH SIXTH STREET 842126005 Permit Name Patio Demo & Interior Remodel	RAY S ARMENTA FERNANDOS AFFORDABLE FU	25,000.00	1,350.06	1,350.06
B2009-021 9/16/2020 9/16/2020 9/16/2020	OTHER  ISSUED	451 NORTH WILLOW AVENUE 845022005 Permit Name Plumb, Drywall, Flooring, Painting	RACHEL ADAMSCORMELL ELITE CUSTOMS CONSTRUCTI	10,000.00	641.00	641.00
B2009-037 9/28/2020 9/28/2020 9/28/2020	OTHER  ISSUED	950 LIDO LANE 869371005 Permit Name DRYWALL REPAIR	MODERN PACIFIC HOMES LLC OWNER	250.00	157.00	157.00
<b>Total for: OTHER</b>				<b>35,250.00</b>	<b>2,148.06</b>	<b>2,148.06</b>

**Permit No./Issued**

<u>Applied/Approved</u>	<u>Type/Sub-Type/Status</u>	<u>Site Address and Parcel No.</u>	<u>Owner and Contractor</u>	<u>Valuation</u>	<u>Fees</u>	<u>Paid</u>
B2009-012 9/10/2020 9/10/2020 9/10/2020	PLUMB WATER ISSUED	566 NORTH SIXTH STREET 842126004 Permit Name Water Line Repair	DANNY & MARILYN HEFNER OWNER	350.00	122.00	122.00

**City of Blythe**  
**PERMITS ISSUED**  
**For the Period 9/1/2020 thru 9/30/2020**

B2009-006 9/4/2020 8/31/2020 9/4/2020	PLUMB SEWER FINALED	502 NORTH FIFTH STREET 842124010 Permit Name REPAIR	GLORIA G SALAZAR LUSK PLUMBING	4,000.00	122.00	122.00
B2009-007 9/4/2020 8/31/2020 9/4/2020	PLUMB SEWER FINALED	410 NORTH NINTH STREET 851032025 Permit Name REPAIR	GARY & MARLENE KRUMWIEJ LUSK PLUMBING	8,000.00	122.00	122.00
B2009-039 9/30/2020 9/30/2020 9/30/2020	PLUMB REPAIR ISSUED	611 GRANDE VISTA STREET 869373001 Permit Name PLUMB REPAIR & DRYWALL	STEVEN A & DEVON JENKINS OWNER	3,000.00	122.00	122.00
B2009-031 9/23/2020 9/23/2020 9/23/2020	PLUMB GAS ISSUED	631 NORTH NINTH STREET 857064002 Permit Name PRESSURE TEST OF EXISTING	ANTONIO & MARIA OCHOA Receipt for Payment Only	0.00	121.00	121.00
B2009-026 9/17/2020 9/17/2020 9/17/2020	PLUMB WATER ISSUED	165 NORTH THIRD STREET 845153025 Permit Name	STEVE NELSON OWNER	200.00	122.00	122.00
B2009-015 9/11/2020 9/11/2020 9/11/2020	PLUMB WATER HEATER ISSUED	441 NORTH WILLOW AVENUE 845022006 Permit Name WATER HEATER	CORTNEY R ROSE . CAMPESINOS UNIDOS INC	1,000.00	36.00	36.00
B2008-024 9/8/2020 8/24/2020 8/25/2020	PLUMB WATER HEATER ISSUED	550 SOUTH BROADWAY #44 869080039 Permit Name WATER HEATER	BROADWAY MANOR COMMUN CRECELIUS INC	991.00	36.00	36.00
B2009-010 9/8/2020 9/1/2020 9/8/2020	PLUMB BACKFLOW ISSUED	121 EAST HOBSONWAY 845151007 Permit Name BACKFLOW	ESTATE OF ROBERT CRAIN CRECELIUS INC	444.00	96.00	96.00
B2008-044 9/8/2020 8/28/2020 8/31/2020	PLUMB WATER HEATER ISSUED	264 NORTH NINTH STREET 851061034 Permit Name WATER HEATER	TEH MIN BROWN CRECELIUS INC	991.00	36.00	36.00
B2008-043 9/8/2020 8/25/2020 8/31/2020	PLUMB WATER HEATER ISSUED	250 MARIPOSA TRAIL 842144004 Permit Name WATER HEATER	SHANKER & PATRICIA PATEL CRECELIUS INC	991.00	36.00	36.00
B2008-042 9/8/2020 8/25/2020 8/31/2020	PLUMB WATER HEATER ISSUED	523 EAST AVENUE B 845161013 Permit Name WATER HEATER	VIRGINIA RIVERA CRECELIUS INC	991.00	36.00	36.00
B2008-041 9/8/2020 8/25/2020 8/31/2020	PLUMB WATER HEATER ISSUED	970 LIDO LANE 869371003 Permit Name WATER HEATER	KEHL FAMILY TRUST CRECELIUS INC	991.00	36.00	36.00
B2008-040 9/8/2020 8/25/2020 8/31/2020	PLUMB WATER HEATER ISSUED	261 OASIS STREET 842161006 Permit Name WATER HEATER	JOHN L BIRDSONG CRECELIUS INC	991.00	36.00	36.00
B2008-025 9/8/2020 8/25/2020 8/25/2020	PLUMB WATER HEATER FINALED	550 SOUTH BROADWAY #34 869080039 Permit Name WATER HEATER	BROADWAY MANOR COMMUN CRECELIUS INC	991.00	36.00	36.00
<b>Total for: PLUMB</b>				<b>23,931.00</b>	<b>1,115.00</b>	<b>1,115.00</b>

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
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City of Blythe  
PERMITS ISSUED

For the Period 9/1/2020 thru 9/30/2020

B2009-005 9/3/2020 9/3/2020 9/3/2020	RERF OVER EXIST FINALED	391 NORTH SOLA AVENUE 851022011 Permit Name	ANGELA M SILVA OWNER OVER EXISTING, 2576 SQ FT	7,000.00	174.09	174.09
B2009-030 9/22/2020 9/22/2020 9/22/2020	RERF TEAR OFF ISSUED	202 SOUTH FIFTH STREET 848093001 Permit Name	KAREN FARREYRA OWNER TEAR OFF	1,600.00	157.50	157.50
B2009-036 9/25/2020 9/25/2020 9/25/2020	RERF TEAR OFF ISSUED	1191 ENCANTO COURT 839021013 Permit Name	MATTHEW MILLER STEVE GRIFFIN CONSTRUCTIO Tear Off & Prep for Solar	20,000.00	400.81	400.81
<b>Total for: RERF</b>				<b>28,600.00</b>	<b>732.40</b>	<b>732.40</b>

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2009-001 9/23/2020 9/1/2020 9/11/2020	RES-STOR ISSUED	1063 COCONINO DRIVE 839033012 Permit Name	STUART & PHYLLIS RYAN TUFF SHED INC	22,944.00	769.06	769.06
<b>Total for: RES-STOR</b>				<b>22,944.00</b>	<b>769.06</b>	<b>769.06</b>

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
RC2009-002 9/8/2020 9/8/2020 9/8/2020	RIVCOUNTY ISSUED	3323 INTAKE BOULEVARD 827072010 Permit Name	IRVINE RANCH WATER DISTRI STACY DAN SCOTT DEMOLITION OF EVERYTHING ON LOT	67,970.00	211.90	211.90
RC2009-003 9/16/2020 9/16/2020 9/16/2020	RIVCOUNTY ISSUED	10970 WILLIAMS AVENUE 827040004 Permit Name	IRVINE RANCH WATER DISTRI STACY DAN SCOTT DEMOLITION OF HOUSE	69,503.00	211.90	211.90
RC2009-004 9/28/2020 9/21/2020 9/28/2020	RIVCOUNTY ISSUED	18280 PALOWALLA DRIVE 818294005 Permit Name	ERNESTO LOPEZ JOHNSON CYLE ELECTRIC INC ELECTRICAL METER CHANGE	2,000.00	212.90	212.90
<b>Total for: RIVCOUNTY</b>				<b>139,473.00</b>	<b>636.70</b>	<b>636.70</b>

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2008-012 9/3/2020 8/11/2020 8/17/2020	SIGN ISSUED	650 WEST WELLS STREET 848110017 Permit Name	GENERATE HOTEL PARTNERS MEGAHERTZ	9,000.00	524.74	524.74
<b>Total for: SIGN</b>				<b>9,000.00</b>	<b>524.74</b>	<b>524.74</b>

56 Permits Issued from 9/1/2020 Thru 9/30/2020

Total Valuation: \$1,380,243.00  
Total Fees: \$14,146.04  
Total Fees Paid: \$14,146.04

**City of Blythe**  
**Permits Applications Received**  
**For the Period 9/1/2020 thru 9/30/2020**

Permit No.	Applied	Type	Subtype	Status	Site Address/Parcel No.	Applicant/Owner/Contractor
BP2008-006	9/1/2020	BURNPERMIT		FINALED	2115 FLORENCE BOULEVARD 824191041	OWNER JUAN & REYNALDA PASCUA
<b>Permit Name Description:</b>						
BP2009-001	9/25/2020	BURNPERMIT		APPLIED	2320 FLORENCE BOULEVARD 824192032	CHARLES & CHRISTINE DEFREESE CHARLES & CHRISTINE DEFREESE
<b>Permit Name Description:</b>						
<b>2 Permit Applications from 9/1/2020 Thru 9/30/2020</b>						

**City of Blythe**  
**Projects by Type, Status and Date**  
**For the Period 9/1/2020 thru 9/30/2020**

**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
PM2009-001	TRACT MAP McCain, Murphey & Robinson Et MESA BLUFF AREA		9/30/2020	RECIEVED
<b>Comments:</b>				
PRC2009-001	PRC REALTY INV TEAM 1834 EAST CHANSLORWAY	CANNABIS CULTIVATION	9/14/2020	RECIEVED
<b>Comments:</b>				
<b>Total Projects for MALLORY CRECELIUS For the Period 9/1/2020 thru 9/30/2020: 2</b>				

**City of Blythe**  
**Projects by Type, Status and Date**  
**For the Period 9/1/2020 thru 9/30/2020**

**PLANNER NAME: MICHELLE VAN DYKE**

<b>Project Number</b>	<b>Project Type Owner Name Site Address</b>	<b>Project Name</b>	<b>Date Applied Date Expired</b>	<b>Status of Project Date Approved Date Closed</b>
TUP2009-001	TUP GLENNA PEOPLES 300 NORTH PALM DRIVE	HAUNTED HOUSE	9/29/2020	RECIEVED
<b>Comments:</b>				
VP2009-001	VACANT PROPERTY JOHN & SHELIA McLISTER 2667 SWEETWATER DRIVE		9/30/2020	RECIEVED
<b>Comments:</b>				
VP2009-002	VACANT PROPERTY CAROL WADE 1041 EAST COURT STREET		9/30/2020	RECIEVED
<b>Comments:</b>				
ZV2009-001	ZONING VERIFICATION REALTY INV TEAM 1834 EAST CHANSLORWAY		9/14/2020	COMPLETED
<b>Comments:</b>				
ZV2009-002	ZONING VERIFICATION FARRAGE FAMILY TRUST 1936 EAST HOBSONWAY		9/14/2020	COMPLETED
<b>Comments:</b>				
ZV2009-003	ZONING VERIFICATION RED RIVER LAND CO 1700 block WEST HOBSONWAY		9/16/2020	RECIEVED
<b>Comments:</b>				
<b>Total Projects for MICHELLE VAN DYKE For the Period 9/1/2020 thru 9/30/2020: 6</b>				

City of Blythe  
Cases Opened (By Type)  
For the Period 9/1/2020 thru 9/30/2020

Type of Case	Number opened
BLDG	3
COMPLAINT	1
DEBRIS	5
DUMPING	1
FIRE	3
VERMIN	1
WATER	2
WEED	3
ZONING	3
<hr/>	
<b>Total Cases Opened:</b>	<b>22</b>

Cases Closed in September: 34

Remaining Active Cases: 469

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

<b><u>Incident</u></b>	<b><u>Total</u></b>
Public Assist / Rescue / Medical Aid	27
Structure	7
Vehicle Fire	1
Brush, Grass, Leaves	15
Trash, Rubbish, Dumpster	1
Fire Alarms	1
Other	4
<b>Total # of Incidents</b>	<b>56</b>
<b><u>Activity</u></b>	
Drills	5
<b>Total Activities</b>	<b>5</b>

**Respectfully Submitted**

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**Ronald Hasler, Fire Chief**



# BLYTHE POLICE DEPARTMENT

## Monthly Incident and Activity Report September 2020

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<u>Incident</u>	<u>Total</u>
Resident Burglaries	5
Commercial Burglaries	3
Vehicle Burglaries	1
Domestic Violence	5
Battery	11
Grand Theft	0
Petty Theft	11
Shoplifting	5
Traffic Collision-Injury	1
Traffic Collision-Non injury	1
Traffic Collision-Hit and Run	9
Driving Under the Influence	0
Vandalisms	20
Trespassing	14
Prowlers	3
Public Intoxication	7
Alarm-Residential	14
Alarm-Commercial	23
Abandoned Vehicle Abatement	9
AVA Vehicles Tows	2
Vehicle Red Tags	13
Documented Police Reports	138
Total Incidents	1279

Respectfully Submitted,

  
Keith Walnoha

Lieutenant



**CITY OF BLYTHE  
CITY COUNCIL MEETING**

**STAFF REPORT**

**MEETING DATE:** October 13, 2020

---

**SUBJECT:** Fiscal Year 2019-2020 General Fund Reserve Policy Update

**PRESENTED BY:** Christa Elms, Director of Finance

**PREPARED BY:** Christa Elms, Director of Finance

---

**RECOMMENDATION:** Receive and file

---

**FISCAL IMPACT:** Designation of \$556,766 (75%) of General Funds unassigned fund balance in accordance with the Reserve Policy.

---

**BACKGROUND:** On December 10, 2019 City Council adopted a Reserve Policy (the "Policy"). The Policy is intended to serve as guidelines to assist Council in reaching healthy reserve levels to improve the overall financial strength of the City and provide valuable resources for contingencies. The Policy set categories in which reserves will be assigned, a minimum level reserves will be maintained, and a mechanism for which reserves will be funded and replenished.

---

**STAFF REPORT:** The City's Reserve Policy established a mechanism in which reserves will be funded and/or replenished. Annually at the close of each fiscal year, the Finance Department is required under the policy to report the General Funds year-end fiscal results. Should actual revenues exceed expenditures and encumbrances, a year-end net increase in fund balance is reported. This net increase is the mechanism used to build and/or replenish these reserves. In compliance with the policy Finance Department posts at the close of each fiscal year as assigned fund balances (reserves) the amounts calculated per the Policy. In total 75% of the reported net increase in the General Fund is assigned. Finance Department is required to update Council annually after close of year-end the amounts assigned if any for that fiscal year and current levels of reserves held. The attached Exhibit A reports fiscal year 2019-2020 amounts assigned as reserves and current levels of reserves as of June 30, 2020. As this policy was newly adopted and effective in fiscal year 2019-2020, current levels include assignment of 75% of unassigned reserves prior to fiscal year 2019-2020.

---

**ATTACHMENTS:**

1. Exhibit A – General Fund Reserve Balances

**Exhibit A**  
**General Fund Reserves**  
**as of June 30, 2020**

Fund Balance as of June 30, 2019	\$ 1,665,339
Net Change in Position as of June 30, 2020	358,234
Fund Balance as of June 30, 2020	<u>\$ 2,023,573</u>

	Amounts		Fund Balance as Designated as of June 30, 2020
	Beginning Amounts Designated	Designated for FY 2019/2020 Year End	
Non-Spendable	\$ 1,134,003	\$ 147,215	\$ 1,281,218
Unassigned	132,834	52,755	185,588
Operating Reserves	99,625	39,566	139,191
Local Emergency Reserves	99,625	39,566	139,191
Unfunded Liability Reserves	99,625	39,566	139,191
Capital Expenditure Reserves	99,625	39,566	139,191
	<u>\$ 1,665,339</u>	<u>\$ 358,234</u>	<u>\$ 2,023,573</u>

	Minimum Required per Reserve Policy	Level of Reserves Reached as of Date
Operating Reserves	\$ 1,938,000	7%
Local Emergency Reserves	100,000	139%
Unfunded Liability Reserves	3,000,000	5%
Capital Expenditure Reserves	750,000	19%



**CITY OF BLYTHE  
CITY COUNCIL MEETING**

**STAFF REPORT**

**MEETING DATE:** October 13, 2020

---

**SUBJECT:** Investment Report for First Quarter Fiscal Year 2020-21  
September 30, 2020

**PRESENTED BY:** Christa Elms, City Treasurer

**PREPARED BY:** Christa Elms, City Treasurer

---

**RECOMMENDATION:** City Council accepts and files the Quarterly Investment Report.

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**FISCAL IMPACT:** None

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**STAFF REPORT:** The City of Blythe has for many years invested all excess cash (cash not needed for daily operations) for all City funds and the Successor Agency with the California State Local Agency Investment Fund (LAIF). LAIF offers the City and the Agency liquidity and safety. There are more profitable investment instruments on the market, but risk increases with yield.

---

**ATTACHMENTS:** Attached for your review are copies of the following:

City of Blythe

Quarter-end statements from LAIF

Quarter-end statement for General Checking Account

Successor Agency

Quarter-end statements from LAIF

Quarter-end statement for the SA Agency Checking Account

Quarter-end statements from US Bank

California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

October 05, 2020

LAIF Home  
PMIA Average  
Monthly Yields

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CITY OF BLYTHE

TREASURER  
235 NORTH BROADWAY  
BLYTHE, CA 92225

Tran Type  
Definitions

Account Number: XXXXXXXXXX

September 2020 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	2,586,396.39
Total Withdrawal:	0.00	Ending Balance:	2,586,396.39



**STATEMENT  
OF ACCOUNTS**

Page 1 of 5  
CITY OF BLYTHE  
Statement Number: [REDACTED]  
09/01/20 - 09/30/20

UNION BANK  
GOVERNMENT SERVICES- SOUTH 0274  
POST OFFICE BOX 513840  
LOS ANGELES CA 90051-3840

Customer Inquiries  
800-798-6466

Thank you for banking with us  
since 1967

**CITY OF BLYTHE  
GENERAL ACCOUNT  
235 N BROADWAY  
BLYTHE CA 92225**

**Public Fund Checking Summary**

Account Number: [REDACTED]

Days in statement period: Days in statement period: 30

<b>Balance on 9/ 1</b>	<b>\$</b>	<b>2,521,974.36</b>
<b>Total Credits</b>		<b>1,587,515.34</b>
Deposits (24)	287,268.23	
Electronic credits (36)	335,354.94	
Other credits (25)	964,892.17	
<b>Total Debits</b>		<b>-1,238,094.50</b>
Electronic debits (18)	-150,008.54	
ZBA debits (37)	-1,061,872.94	
Other debits (4)	-26,213.02	
<b>Balance on 9/30</b>	<b>\$</b>	<b>2,871,395.20</b>

**C R E D I T S**

**Deposits** including check and cash credits

Date	Description/Location	Reference	Amount
9/1	CCV DEPOSIT SEQ# 0901P60930 A-0000000001N	90233743 \$	1,327.03
9/1	CCV DEPOSIT SEQ# 0901P61060 A-0000000001N	90233756	1,746.72
9/1	CCV DEPOSIT SEQ# 0901P61070 A-0000000001N	90233757	1,890.95
9/1	CCV DEPOSIT SEQ# 0901P60910 A-0000000001N	90233742	2,315.83
9/1	CCV DEPOSIT SEQ# 0901P61180 A-0000000001N	90233768	24,591.33
9/1	CARRIER DEPOSIT	40268801	1,140.33
9/8	OFFICE DEPOSIT # 0000982973	75767280	557.00
9/8	OFFICE DEPOSIT # 0000982981	76552071	219.00
9/10	CCV DEPOSIT SEQ# 0910074760 A-0000000001N	90235378	2,059.03
9/10	CCV DEPOSIT SEQ# 0910074730 A-0000000001N	90235375	5,677.19
9/10	CCV DEPOSIT SEQ# 0910074750 A-0000000001N	90235377	6,524.78
9/10	CCV DEPOSIT SEQ# 0910074740 A-0000000001N	90235376	6,619.06
9/10	CCV DEPOSIT SEQ# 0910074820 A-0000000001N	90235384	8,301.31
9/11	OFFICE DEPOSIT # 0000982989	75775197	53.17
9/16	CCV DEPOSIT SEQ# 0916075870 A-0000000001N	90236521	6,844.61
9/16	CCV DEPOSIT SEQ# 0916075860 A-0000000001N	90236520	8,175.18
9/16	CCV DEPOSIT SEQ# 0916075840 A-0000000001N	90236518	8,955.35
9/22	OFFICE DEPOSIT # 0009756188	77299980	178,876.90
9/23	CCV DEPOSIT SEQ# 0923078260 A-0000000001N	90236421	1,400.60
9/23	CCV DEPOSIT SEQ# 0923078210 A-0000000001N	90236416	2,598.88
9/23	CCV DEPOSIT SEQ# 0923078230 A-0000000001N	90236418	2,664.51
9/23	CCV DEPOSIT SEQ# 0923078240 A-0000000001N	90236419	3,106.79

California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

October 05, 2020

[LAIF Home](#)  
[PMIA Average](#)  
[Monthly Yields](#)

---

S/A CITY OF BLYTHE FOR BLYTHE  
REDEVELOPMENT AGENCY  
FINANCE OFFICER  
235 NORTH BROADWAY  
BLYTHE, CA 92225

[Tran Type](#)  
[Definitions](#)

Account Number: **65-33-018**

September 2020 Statement

**Account Summary**

Total Deposit:	0.00	Beginning Balance:	1.48
Total Withdrawal:	0.00	Ending Balance:	1.48



P.O. Box 6010  
 Santa Maria, CA 93456-6010  
 800.797.6324  
 www.mechanicsbank.com

**Statement Ending 09/30/2020**

RETURN SERVICE REQUESTED

CITY OF BLYTHE  
 SUCCESSOR AGENCY TO THE  
 BLYTHE REDEVELOPMENT AGENCY  
 235 N BROADWAY  
 BLYTHE CA 92225-1609

**Managing Your Accounts**

-  Client Services 800.797.6324
-  Online [www.mechanicsbank.com](http://www.mechanicsbank.com)
-  Mobile Download Our Mobile Apps

**Summary of Accounts**

Account Type	Account Number	Ending Balance
PUBLIC INTEREST CHECKING	[REDACTED]	\$2,352,926.80

**PUBLIC INTEREST CHECKING-XXXXXXXXXX5899**

**Account Summary**

Date	Description	Amount
09/01/2020	Beginning Balance	\$2,352,907.46
	1 Credit(s) This Period	\$19.34
	0 Debit(s) This Period	\$0.00
09/30/2020	Ending Balance	\$2,352,926.80

**Interest Summary**

Description	Amount
Annual Percentage Yield Earned	0.01%
Interest Days	30
Interest Earned	\$19.34
Interest Paid This Period	\$19.34
Interest Paid Year-to-Date	\$251.72

**Other Credits**

Date	Description	Amount
09/30/2020	INTEREST	\$19.34

**Daily Balances**

Date	Amount
09/30/2020	\$2,352,926.80

**Overdraft and Returned Item Fees**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00





ACCOUNT NUMBER: [REDACTED]  
 SUCCESSOR AGENCY TO THE BLYTHE  
 REDEVELOPMENT AGENCY  
 CUSTODY ACCOUNT

This statement is for the period from  
 September 1, 2020 to September 30, 2020

**ASSET DETAIL AS OF 09/30/20**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
<b>Cash Equivalents</b>					
210,584.690	Dreyfus Amt-Free Tax Exempt Cash Mgmt Inst #264 26202K205	210,563.63 0.9999	210,584.67 1.00	7.0 .01	21.06
<b>Total Cash Equivalents</b>		<b>\$210,563.63</b>	<b>\$210,584.67</b>	<b>7.1</b>	<b>\$21.06</b>
<b>Municipal Issues</b>					
1,545,000.000	Kentucky ST Property Bldgs Commission Revenues Ref Proj 112 Ser 5.000 11/01/2020 49151FND8 Standard & Poors Rating: A- Moodys Rating: A1	1,550,778.30 100.3740	1,628,399.10 105.40	52.4 4.98	77,250.00
1,200,000.000	Pennsylvania ST Turnpike Commission Turnpike Revenue Sub Ser B 5.000 12/01/2020 7092232Y6 Standard & Poors Rating: A Moodys Rating: A3	1,207,980.00 100.6650	1,268,604.00 105.72	40.6 4.97	60,000.00
<b>Total Municipal Issues</b>		<b>\$2,758,758.30</b>	<b>\$2,897,003.10</b>	<b>92.9</b>	<b>\$137,250.00</b>
<b>Total Assets</b>		<b>\$2,969,321.93</b>	<b>\$3,107,587.77</b>	<b>100.0</b>	<b>\$137,271.06</b>

**ASSET DETAIL MESSAGES**

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your Analyst.

Yield at Market and Estimated Annual Income are estimates provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.



**CITY OF BLYTHE  
CITY COUNCIL MEETING**

**STAFF REPORT**

**MEETING DATE:** October 13, 2020

---

**SUBJECT:** Chopper Pumps Purchase – Waste Water Treatment Plant

**PRESENTED BY:** Daniel Ojeda, Interim Director of Public Works/City Engineer

**PREPARED BY:** Daniel Ojeda, Interim Director of Public Works/City Engineer

---

**RECOMMENDATION:** Authorize staff to purchase two new Vaughn Chopper Pumps for use at the Wastewater Treatment Plant in the amount of \$29,768.00.

---

**FISCAL IMPACT:** Thirty thousand dollars from the Wastewater Treatment Plant Repair and Maintenance Account.

---

**BACKGROUND:** Currently, the existing Chicago Yeomans pumps that are being used at the Waste Water Treatment Plant are over twenty-four years old and are basically obsolete. When any replacement parts become necessary, they need to be specially made and are therefore very expensive and are not cost effective.

---

**STAFF REPORT:** In recent times the Waste Water Treatment Plant has endured various equipment problems which at times has made the required maintenance of the facility extremely problematic. The existing Chicago Yeomans Pumps need to be cleaned (de-ragged) every day which takes up to 45 minutes. By installing the new Vaughn Chopper pumps this will eliminate the need for de-ragging the pumps giving staff more time for other more critical maintenance duties. Furthermore, the new pumps should be maintenance free for the next 8 to 10 years other than basic preventive maintenance. As such the new proposed pumps would seem to save the City both time and money.

Funding to purchase this equipment was allocated in the FY 20/21 budget in the noted account and in the required amount of \$ 29,768.00.

The Public Works Department hereby requests the City Council authorization to purchase the new Vaughn Chopper Pumps.

---

**ATTACHMENTS:**

1. Rockwell Solutions; Quote for new Vaughn Model PT4L6CS-083; Vertical Pedestal Chopper Pumps.

**VAUGHAN MODEL PT4L6CS-083 VERTICAL  
PEDESTAL CHOPPER PUMP CONSISTING OF:**

- CASING, cast ductile iron, with 4 " 125 lb. ANSI rated discharge flange.
- IMPELLER, CUTTER NUT AND UPPER CUTTER, cast steel, heat treated to minimum 60 Rockwell C Hardness; Impeller dynamically balanced.
- CUTTER BAR, cast steel, heat treated to minimum 60 Rockwell C Hardness.
- SHAFT, heat treated steel.
- BEARINGS, ball type thrust and radial bearings, oil lubricated.
- BEARING/PACKING HOUSING, cast ductile iron.
- FLUSHLESS MECHANICAL SEAL, cartridge type with SC faces and integral shaft sleeve, as manufactured by Vaughan.
- ELASTOMERS, BUNA N
- CUSTOM PEDESTAL BASE WITH INLET FLANGE, 6 " 150 lb. ANSI rated forged steel elbow, pedestal mounted. Base plate fabricated from 1018 steel, complete with anchor bolt holes.
- COUPLING, elastomeric type by TB Woods.
- MOTOR MOUNT, 1018 steel, piloted for "C" flanged mounted motor.
- DRIVE, 5 HP, 1170 RPM, 230/460/3/60, 1.15 SF, "C" flanged, TEFC electric motor.
- PUMP STANDARD FINISH: treated with solvent wash and a single coat of Tnemec Perma-Shield PL Series 431 Epoxy (minimum 5 MDFT). (Except Motor)

**DISCOUNTED PRICE:  
FOB MONTESANO**

**\$14,884 X 2**

**PUMP PERFORMANCE: 600 GPM @ 16 FT. TDH  
INDUSTRY: MUNICIPAL**

Please call if you have any questions.

Thanks,

Kent Rockwell

To: City of Blythe WWTP  
Attn: Tom Ecret

August 12<sup>th</sup>, 2020

RE: Vaughan Chopper Pumps

---

RS

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Tom: Per our meeting, please see the information regarding the RAS Application. As we have shown at yours and in many local plants, the chopper pump will cut and chop plastics, hair, rags, wood and misc. other material. This includes areas like digesters (heat recirc. & mixing), pump/lift stations, primary scum and sludge, screenings, and problem areas where the continuous chopping and cutting of the solids will keep the operation clean.

We would like the chance to continue to show you the advantages of the chopper pump and how we eliminate any need for other pumps, screens, and grinders. We know we can help your operations and guarantee the performance of the Vaughan Chopper Pumps.

Please let us know if you have any questions or need more information.

Thanks,

Kent Rockwell



**CITY OF BLYTHE  
CITY COUNCIL MEETING**

**STAFF REPORT**

**MEETING DATE:** October 13, 2020

---

**SUBJECT:** Service Agreement between Riverside County and City for the West Hobsonwy Roadway Improvements Project.

**PRESENTED BY:** Daniel Ojeda, Interim Director of Public Works/City Engineer

**PREPARED BY:** Daniel Ojeda, Interim Director of Public Works/City Engineer

---

**RECOMMENDATION:** Authorize staff to execute Agreement No. 2020-021 A, the Service Agreement with the Riverside County Transportation Department for the West Hobsonway Roadway Improvements.

---

**FISCAL IMPACT:** \$303,000.00 from Street Capital Project Funds, FY 20/21, and \$303,000 from Street Capital Project funds, FY 21/22 for a total project cost of \$606,000.

---

**BACKGROUND:** Staff has been working with the Riverside County Transportation Department to coordinate the Hobsonway Roadway Improvement Project since the fall of 2019. As such, the County of Riverside has prepared the service agreement for the project (see attachments) and has forwarded it to City of Blythe staff for review and approval. A major part of the service agreement is that the County has approved for the City to pay for the project improvements over two (2) fiscal years. Also, based on the City of Blythe's recent approval of funding for this project in the FY 2020-2021 budget; the County recently opened bids for the project and has provided that information as well.

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**STAFF REPORT:** The construction and subsequent maintenance of the Project along West Hobsonway is located both within the unincorporated area of Riverside County and the City of Blythe. The inclusion of both the portion within the City and the portion within the unincorporated area of the County is a major part of the service agreement as well. The County will act as the lead agency during the construction of the Project; but will coordinate and communicate daily or as necessary with City of Blythe staff.

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**ATTACHMENTS:**

1. Agreement No. 2020-021 A

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**SERVICE AGREEMENT BY AND BETWEEN**  
**COUNTY OF RIVERSIDE**  
**AND**  
**CITY OF BLYTHE**  
**FOR**  
**HOBSON WAY ROADWAY IMPROVEMENTS**

This Service Agreement for the Hobson Way Roadway Improvements ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Riverside, a political subdivision of the State of California (hereinafter "COUNTY"), and the City of Blythe, a municipal corporation, (hereinafter "CITY") for the Roadway Improvements to Hobson Way, located within the jurisdictional boundaries of the COUNTY and CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

**RECITALS**

- A. The COUNTY currently has Roadway Improvements on Hobson Way, from the western connection of Florence Boulevard to 2,680 feet east of De Frain Boulevard, which excludes work outside of the COUNTY's jurisdiction (COUNTY PROJECT).
- B. COUNTY and CITY have mutually agreed that Hobson Way, a 32 to 56 foot variable width two lane facility from the western connection of Florence Boulevard to 2,680 feet east of De Frain Boulevard, is in need of roadway improvements.
- C. The CITY limit at Hobson Way is along the full width of Hobson Way from the western connection of Florence Boulevard to 350 feet east of the eastern connection of Florence Boulevard, southerly 16 feet south of Hobson Way's centerline between 350 feet east of the eastern connection of Florence Boulevard and 2,680 feet east of De Frain Boulevard, and the full width of Hobson Way at 2,680 feet east of De Frain Boulevard as shown on "Exhibit A" (Hobson Way Vicinity / Project Map). All improvements being proposed within CITY limits shall be referred to as CITY PROJECT.
- D. The roadway improvements on Hobson Way, from the western connection of Florence Boulevard to 2,680 feet east of De Frain Boulevard, will consist of pulverizing the existing pavement followed by overlaying the roadway with Hot Mix Asphalt. Incidental work will include and not be limited to, a safety edge, shoulder City of Blythe Service Agreement

*Hobson Way Roadway Improvements*

1 backing, utility adjustments, construction of asphalt concrete driveway, reconstruction of asphalt concrete  
2 overside drain, reconstruction of asphalt concrete dike, reconstruction of concrete curb ramp,  
3 reconstruction of concrete cross gutter, reconstruction of concrete spandrel, replacement of signage, and  
4 striping the roadway.

5 E. COUNTY and CITY desire to have one agency take the lead role in the implementation of the roadway  
6 improvements in an interest to coordinate the improvements located in the two jurisdictions and to reduce  
7 overall costs by processing the two separate jurisdictional improvements as one project.

8 F. COUNTY will provide the administrative, technical, managerial, and support services necessary for the  
9 implementation of the CITY PROJECT.

10 G. COUNTY and CITY desire to define herein the terms and conditions under which said CITY PROJECT is  
11 to be administered, engineered, coordinated, and constructed.

12 **AGREEMENT**

13 NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

14 **SECTION 1 • COUNTY AGREES:**

15 1. To act as the lead agency on behalf of the CITY for the overall development and implementation of the  
16 CITY PROJECT. The COUNTY is providing services on a reimbursable basis as shown on "Exhibit B" and  
17 has absolutely no obligation with regard to COUNTY funding for any portion of CITY PROJECT.

18 2. To prepare, or cause to be prepared, detailed PS&E documents for CITY PROJECT and submit to CITY  
19 for review and approval at appropriate stages of development. Final plans for improvements shall be  
20 prepared to COUNTY standards, and signed by a Civil Engineer registered in the State of California.  
21 Deviations from standards shall be coordinated with and approved by CITY. COUNTY shall not solicit  
22 construction bids until CITY has approved the PS&E documents.

23 3. To identify and locate all utility facilities within the limits of the CITY PROJECT as part of its design  
24 responsibility. If any existing public and/or private utility facilities conflict with CITY PROJECT construction,  
25 COUNTY shall make all necessary arrangements with the owners of such facilities for their protection,  
26 relocation, or removal. All utility facilities shall be identified on the plans and specifications, and conflicting  
27 utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors performing the  
28 relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance  
29 of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to establish prior  
City of Blythe Service Agreement

*Hobson Way Roadway Improvements*

- 1 rights related to utility encroachments into each jurisdiction's right-of-way. In the case that any utility  
2 companies are determined to have prior rights, the cost of relocating utilities shall be borne by the CITY.
- 3 4. To make written application to CITY for an encroachment permit authorizing entry into CITY's right of way  
4 for the purposes of constructing CITY PROJECT.
- 5 5. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the CITY PROJECT.
- 6 6. To advertise, award and administer a public works contract for the construction of the CITY PROJECT in  
7 accordance with all applicable federal, state or local statutes, ordinances, orders, governmental  
8 requirements, laws or regulations, including but not limited to the local agency public construction codes,  
9 California Labor Code, and California Public Contract Code.
- 10 7. To furnish a representative to perform the function of Resident Engineer during construction of CITY  
11 PROJECT.
- 12 8. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,  
13 soils and compaction tests, measurement and computation of quantities, testing of construction materials,  
14 checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other  
15 inspection and staff services necessary to assure that the construction is performed in accordance with the  
16 PS&E documents.
- 17 9. To construct the CITY PROJECT in accordance with approved PS&E documents.
- 18 10. To submit any contract change order that causes the construction contract to exceed 10% of the contract  
19 bid amount for CITY PROJECT improvements that are located within the jurisdictional boundaries of the  
20 CITY to CITY for review and approval prior to final authorization by COUNTY.
- 21 11. To furnish CITY one complete set of full-sized film positive reproducible as-built plans and all contract  
22 records, including survey documents, within three hundred and sixty-five (365) days following the  
23 completion and acceptance of the CITY PROJECT construction contract. Electronic copies of completed  
24 plans will be made available if CITY desires. If electronic copies are provided, they will be provided on CD-  
25 R media.
- 26 12. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion  
27 and acceptance of the CITY PROJECT construction contract. If final costs associated with the CITY's  
28 improvements are in excess of the deposit provided in Section 2, COUNTY shall include a final bill with the  
29 financial reconciliation. If final costs associated with the CITY's improvements are less than the deposit  
City of Blythe Service Agreement

*Hobson Way Roadway Improvements*

1 provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial  
2 reconciliation.

3 **SECTION 2 • CITY AGREES:**

- 4 1. To fund one hundred percent (100%) of the cost of the CITY PROJECT. CITY agrees that should  
5 unforeseen circumstances arise which result in an increase of any costs over those shown in "Exhibit B",  
6 CITY will in good faith amend this Agreement to include any such costs under this Agreement.
- 7 2. To deposit with COUNTY, within 30 days of executing this agreement, three hundred three thousand dollars  
8 (\$303,000.00) (the "Deposit"), as provided in "Exhibit B", with the remaining funds being paid the following  
9 Fiscal Year for a grand total of six hundred six thousand dollars (\$606,000.00) to be paid by CITY.
- 10 3. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's  
11 contractor, an encroachment permit authorizing entry onto CITY's right-of-way to perform all surveys and  
12 other field activities required for preparation of the PS&E, utility coordination, right of way acquisition, and  
13 construction of the CITY PROJECT.
- 14 4. Provide a representative to coordinate with the COUNTY's Project Manager during the development and  
15 the construction of CITY PROJECT, and to verify facilities are constructed as required by this Agreement,  
16 if applicable.
- 17 5. To provide at no cost to the CITY PROJECT, oversight of the CITY PROJECT, to provide prompt reviews  
18 and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the  
19 CITY PROJECT.
- 20 6. To pay within 45 days of receipt, the invoice for final reconciled cost in excess of the deposit amount for  
21 CITY PROJECT submitted by COUNTY for services rendered in accordance with this Agreement.

22 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 23 1. The total cost to CITY to complete PS&E documents, construction, including construction survey, inspection  
24 and a material testing for CITY PROJECT, including a ten percent (10%) contingency, is estimated to be,  
25 six hundred six thousand dollars (\$606,000.00) as detailed in "Exhibit B".
- 26 2. COUNTY shall not be obligated to commence construction of the CITY PROJECT until after receipt of  
27 CITY's deposit as required in Section 2.
- 28 3. If upon opening of bids for construction of the CITY PROJECT the bids indicate a cost overrun of no more  
29 than 10% of the Construction Cost Estimate as described in "Exhibit B", COUNTY may award the contract.
- City of Blythe Service Agreement

*Hobson Way Roadway Improvements*

- 1 4. If upon opening of bids, it is found that a cost overrun exceeding ten percent (10%) of the Construction Cost  
2 Estimate, COUNTY and CITY shall endeavor to agree upon an alternative course of action. If, after thirty  
3 (30) calendar days from the date of bid opening, an alternative course of action is not agreed upon, this  
4 Agreement shall be deemed to be terminated by mutual consent, with each agency sharing incurred costs  
5 in accordance with the cost shares as set forth in Section I, Article (1), and Section II, Article (1). COUNTY  
6 shall reimburse CITY within forty five (45) days of termination.
- 7 5. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not  
8 be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work  
9 has been issued by CITY.
- 10 6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the  
11 PROJECT construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily  
12 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,  
13 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to  
14 each policy shall be required which name CITY, its officers, agents and employees, as additionally insured.  
15 COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance.  
16 COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and Additional Insured  
17 Endorsements which meet the requirements of this section to CITY prior to the start of construction.
- 18 7. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will  
19 be automatically vested with the jurisdiction in which the improvements reside and no further agreement  
20 will be necessary to transfer ownership.
- 21 8. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT except  
22 as specified in this Agreement or future agreements.
- 23 9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed  
24 by all parties and no oral understanding or agreement not incorporated herein shall be binding on each  
25 party hereto.
- 26 10. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability  
27 occurring by reason of anything done or omitted to be done by CITY under or in connection with any work,  
28 authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to  
29 Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability  
City of Blythe Service Agreement

*Hobson Way Roadway Improvements*

1 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done  
2 or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to  
3 CITY under this Agreement.

4 11. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring  
5 by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction  
6 delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code  
7 Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury  
8 (as defined by Government Code Section 810.8) occurring by reason of any act or omission of COUNTY  
9 under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.

10 12. In the event that CITY defaults in the performance of any of its obligations under this Agreement or  
11 materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to terminate  
12 this Agreement upon 90 days written notice to CITY.

13 13. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or  
14 unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the  
15 remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any  
16 way.

17 14. This Agreement is to be construed in accordance with the laws of the State of California.

18 15. Neither the CITY nor COUNTY shall assign this Agreement without the written consent of the other party.

19 16. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or  
20 rights provided by this Agreement shall be tried in a court of competent jurisdiction in the County of  
21 Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of  
22 venue in such proceedings to any other county.

23 17. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of  
24 their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY  
25 or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall  
26 not be construed against the party that prepared it in its final form.

27 18. Any waiver by COUNTY or CITY of any breach by any other party of any provision of this Agreement shall  
28 not be construed to be a waiver of any subsequent or other breach of the same or any other provision  
29 hereof. Failure on the part of COUNTY or CITY to require from any other party exact, full and complete  
City of Blythe Service Agreement

*Hobson Way Roadway Improvements*

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compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY or CITY from enforcing this Agreement.

19. This Agreement and Exhibits A-B herein contain the entire agreement between the PARTIES, and are intended by the PARTIES to completely state the Agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.

20. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or affect the legal liability of any party to the Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

21. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to CITY PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the CITY PROJECT.

22. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing and delivered to the following addresses or such other address as the PARTIES may designate:

**COUNTY:**

Riverside County Transportation Department  
Attn: Patricia Romo,  
Director of Transportation  
4080 Lemon Street, 8th Floor  
Riverside, CA 92501  
Phone: (951) 955-6740

**CITY:**

City of Blythe  
Attn: Daniel Ojeda  
Interim City Engineer  
440 S. Main  
Blythe, CA 92225  
Phone: (760) 922-6611

Hobson Way Roadway Improvements

APPROVALS

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COUNTY Approvals

RECOMMENDED FOR APPROVAL:

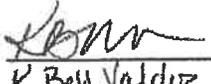
 Dated: 9-3-2020

PATRICIA ROMO

Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

By  Dated: 9/3/2020  
K. Bell Valdez  
Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

\_\_\_\_\_ Dated: \_\_\_\_\_

PRINTED NAME  
Chairman, Riverside County Board of Supervisors

ATTEST:

\_\_\_\_\_ Dated: \_\_\_\_\_

KECIA R HARPER

Clerk of the Board (SEAL)

City of Blythe Service Agreement

CITY Approvals

APPROVED BY:

\_\_\_\_\_ Dated: \_\_\_\_\_

Mallory Crecelius

PRINTED NAME

Interim CITY Manager

APPROVED AS TO FORM:

\_\_\_\_\_ Dated: \_\_\_\_\_

PRINTED NAME

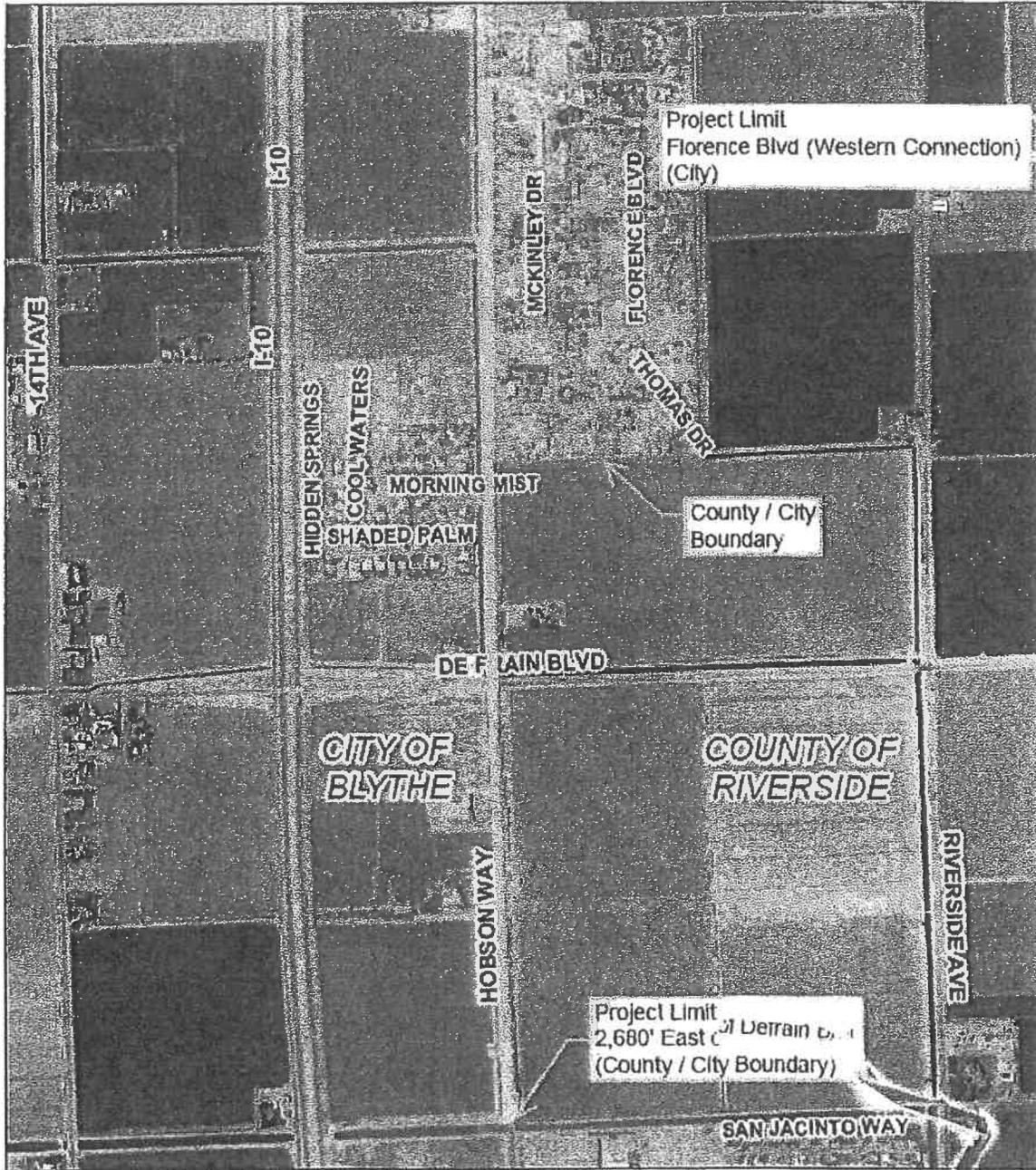
CITY Attorney

ATTEST:

\_\_\_\_\_ Dated: \_\_\_\_\_

PRINTED NAME

EXHIBIT A – HOBSON WAY VICINITY / PROJECT MAP



0 405 810 1,620 Feet  
1 inch = 800 feet



Hobson Way Resurfacing  
D0-0075

*Hobson Way Roadway Improvements*

**EXHIBIT B – CITY ESTIMATED PROJECT COSTS**

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TASK	TOTAL CITY COSTS
Construction Cost Estimate	\$485,000.00
Construction contingency (10%)	\$48,500.00
Construction Engineering & Inspection (15%)	\$72,500
<b>TOTAL PROJECT COST</b>	<b>\$606,000.00</b>

City of Blythe will pay full amount in 2 fiscal years  
Year 1 (FY 20/21): \$303,000.00 (DEPOSIT)  
Year 2 (FY 21/22): \$303,000.00



**CITY OF BLYTHE  
CITY COUNCIL MEETING**

**STAFF REPORT**

**MEETING DATE:** October 13, 2020

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**SUBJECT:** Destruction of Records

**PRESENTED BY:** Lieutenant Walnoha

**PREPARED BY:** Lieutenant Walnoha

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**RECOMMENDATION:** Council Adopt Resolution Number 2020-043 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 9/08/2020.

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**FISCAL IMPACT:** None

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**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 that became final on September 8, 2020, be expunged.

---

**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 and/or documents pertaining to the personnel reports of X150 were 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. 2020-043
2. Records of Disposal Certification

**RESOLUTION NUMBER 2020-0043**

**A RESOLUTION OF THE CITY COUNSEL 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**, Section 34090, 34090.5 and 34090.7 of the Government Code of the State of California provide for the destruction of certain city documents with the approval of the legislative body by resolution and with the written consent of the City Attorney; 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.

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

All documents pertaining to the personnel file of Employee X150 that became final on September 8, 2020.

**PASSED, APPROVED AND ADOPTED** this 13th day of October 2020 by the following called vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

---

Dale Reynolds, Mayor

**ATTEST:**

---

Mallory Crecelius, City Clerk

**CERTIFICATE OF CLERK**

**I HEREBY CERTIFY that Resolution number 2020-0043 was duly adopted by the Blythe City Council at its regular meeting on October 13, 2020 by the following vote**

**AYES:**

**NOES:**

**ABSENT:**

**IN WITNESS THEREOF, I have set my hand this 13<sup>th</sup> day of October 2020**

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**Mallory Crecelius, City Clerk**



**CITY OF BLYTHE  
CITY COUNCIL MEETING**

**STAFF REPORT**

**MEETING DATE:** October 13, 2020

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**SUBJECT:** Revised Community Development Block Grant Cooperation Agreement

**PRESENTED BY:** Mallory Crecelius, Interim City Manager

**PREPARED BY:** Mallory Crecelius, Interim City Manager

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**RECOMMENDATION:** It is recommended Council:

1. Adopt Resolution No. 2020-044 authorizing participation in the Urban County program, repealing Resolution No. 2020-029
  2. Authorize the Mayor to execute Agreement No. 2020-018 A, the revised Cooperation Agreement for the Community Development Block Grant, Home Investment Partnership Program and Emergency Shelter Grant for Years 2021- 2024.
- 

**FISCAL IMPACT:** Annual allocation of CDBG Funds.

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**BACKGROUND:** On June 30, 2020 Council adopted Resolution No. 2020-029 confirming participation in the Urban County Program for the 2021-2024 program years. The Mayor executed the participation agreement, and all necessary documents were provided to the County of Riverside by the deadline.

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**STAFF REPORT:** On September 30, 2020 staff received notice from the County of Riverside that HUD had made minor, but necessary changes to the Agreement and Resolution. The changes include:

1. Modification to Paragraph 4C by adding “Section 109 of Title I of the Act” and “Title II of the American with Disabilities Act”;
2. Modification to Paragraph 21 by replacing the original clause with the following: “The City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations. City must use such funds for activities eligible under title I of the ACT.”

The County provided the attached Resolution and Agreement reflecting the HUD required changes. As a Resolution was previously adopted, the City Attorney has advised the original should be repealed and replaced. The County set November 9, 2020 as the deadline to return the updated adopted and executed documents.

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**ATTACHMENTS:**

1. Resolution No. 2020-044
2. Agreement 2020-018 A



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\_\_\_\_\_  
Dale Reynolds, Mayor

**ATTEST:**

\_\_\_\_\_  
Mallory Crecelius, City Clerk

(SEAL)



1 housing facilities for homeless individuals and families, to operate these facilities and provide  
2 essential social services, and to help prevent homelessness.

3 **WHEREAS**, CDBG regulations requires an eligible county to re-qualify as Urban County  
4 under the CDBG program every three (3) years; and

5 **NOW THEREFORE**, in consideration of the mutual covenants herein set forth  
6 and the mutual benefits to be derived there from, the Parties agree as follows:

7 1. GENERAL.

8 (a). This Agreement gives COUNTY authority to undertake, or assist in  
9 undertaking, activities in Program Years 2021-22, 2022-23, and 2023-24, that will be funded from  
10 the CDBG, HOME, and ESG programs and from any program income generated from the  
11 expenditure of such funds. COUNTY and CITY agree to cooperate, to undertake, or to assist in  
12 undertaking, community renewal and lower-income housing assistance activities. COUNTY is  
13 qualified as an "Urban County" under the ACT. CITY, by executing this Agreement, hereby gives  
14 notice of its election to participate in an Urban County's Community Development Block Grant  
15 (CDBG), Home Investment Partnership Act (HOME), and Emergency Solutions Grant (ESG)  
16 programs, hereinafter referred to as "Urban County Programs".

17 (b). By executing this Agreement, CITY understands that it may not apply for  
18 grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during  
19 the period in which it participates in the Urban County's CDBG program and that CITY may only  
20 participate in the HOME program through the COUNTY'S Urban County Programs, not a HOME  
21 consortium. The CITY may also apply for HOME funds from the State of California, if permitted  
22 by the State.

23 (c). By executing this Agreement, CITY understands that it may only receive a  
24 formula allocation of ESG funds through the COUNTY'S Urban County Programs. The CITY  
25 may also apply for ESG funds from the State of California, if permitted by the State.

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1           2.     TERM.

2           The term of this Agreement shall be for three (3) years commencing on July 1,  
3 2021, through June 30, 2024, unless an earlier date of termination is fixed by U.S. Department of  
4 Housing and Urban Development, hereinafter referred to as HUD, pursuant to ACT.

5           COUNTY shall notify CITY of CITY's right not to participate in the next three-year period  
6 no later than the date specified by HUD in the *Urban County Qualification Notice*. CITY shall  
7 notify COUNTY no later than the date specified in COUNTY's notification that CITY elects not  
8 to participate in the next three-year Urban County Program. COUNTY shall send copies of all  
9 notifications required by this Paragraph to the HUD Field Office.

10           The terms of this Agreement shall remain in effect until the CDBG, HOME, and  
11 ESG funds and program income received with respect to activities carried out during the three-  
12 year qualification period are expended and the funded activities completed. Furthermore, neither  
13 the COUNTY nor the CITY may terminate or withdraw from this Agreement while it remains in  
14 effect.

15           3.     PREPARATION OF FEDERALLY REQUIRED FUNDING  
16 APPLICATIONS.

17           The Riverside County Department of Housing, Homelessness Prevention, and  
18 Workforce Solutions, subject to approval of COUNTY's Board of Supervisors, shall be  
19 responsible for preparing and submitting to HUD, in a timely manner, all reports and statements  
20 required by the ACT and the Federal regulations promulgated by HUD to secure entitlement grant  
21 funding under the CDBG, HOME, and ESG programs. This duty shall include the preparation and  
22 processing of COUNTY Housing, Community, and Economic Development Needs Identification  
23 Report, Citizen Participation Plan, the County Five-Year Consolidated Plan, One-Year Action  
24 Plan, Consolidated Annual Performance and Evaluation Report (CAPER), and other related  
25 programs which satisfy the application requirements of ACT and its regulations.

26 //

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1           4.     COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND  
2 OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCES.

3           (a)     COUNTY and CITY will comply with the applicable provisions of the ACT  
4 and those Federal regulations promulgated by HUD pursuant thereto, as the same currently exists  
5 or may hereafter be amended.

6           (b)     The COUNTY and CITY **are hereby obligated** to take all actions necessary  
7 to assure compliance with COUNTY's certification regarding affirmatively furthering fair housing  
8 pursuant to Section 104 (b) of Title I of ACT, as amended.

9           (c)     The COUNTY and CITY are hereby obligated to take all actions necessary  
10 to assure compliance with Section 109 of Title I of the Act, which incorporates Section 504 of the  
11 Rehabilitation Act of 1973, Title II of the American with Disabilities Act, and the Age  
12 Discrimination Act of 1975.

13           (d)     COUNTY and CITY shall comply with the applicable provisions of the  
14 following: National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964  
15 and Title VIII of the Civil Rights Act of 1968; the Fair Housing Act; Title 24 Code of Federal  
16 Regulations part 570; Cranston-Gonzales National Affordable housing Act (Public Law 101-625);  
17 Executive Order 11063, as amended by Executive Order 12259; Executive Order 11988; the  
18 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42  
19 U.S.C.§4630, et. seq.); and other Federal or state statute or regulation applicable to the use of  
20 CDBG, HOME Investment Partnerships Act (enacted as Title II of the National Affordable  
21 Housing Act of 1990), and Emergency Solutions Grant funds.

22           (e)     CITY agrees that the Urban County Program funding for activities in, or in  
23 support of, the CITY are prohibited if CITY does not affirmatively further fair housing within  
24 CITY'S jurisdiction or impedes COUNTY actions to comply with its fair housing certification.

25           (f)     CITY and COUNTY shall meet the citizen participation requirements of 24  
26 CFR 570.301 and provide Riverside County citizens with all of the following:

27           i.       The estimate of the amount of CDBG funds proposed to be used for  
28 activities that will benefit persons of low and moderate-income;

1                   ii.     A plan for minimizing displacement of persons as a result of  
2 activities assisted with CDBG funds and to assist persons actually displaced as a result of such  
3 activities;

4                   iii.     A plan that provides for and encourages citizen participation, with  
5 particular emphasis on participation by persons of low and moderate-incomes, residents of slum  
6 and blighted areas, and of areas in which funds are proposed to be used, and provides for  
7 participation of residents in low and moderate-income neighborhoods;

8                   iv.     Reasonable and timely access to local meetings, information, and  
9 records relating to the grantee's proposed use of funds, as required by the regulations of the  
10 Secretary, and relating to the actual use of funds under the ACT;

11                  v.     Provide for public meetings to obtain citizen views and to respond  
12 to proposals and questions at all stages of the community development program, including at least  
13 the development of needs, the review of proposed activities and review of program performance.  
14 Meetings shall be held after adequate notice, at times and locations convenient to potential or  
15 actual beneficiaries, and with accommodation for the disabled.

16                  (g)     CITY shall develop a community development plan, for the period of this  
17 Agreement, which identifies community development and housing needs and specifies both short  
18 and long-term community development objectives.

19                  (h)     CITY certifies, to the best of its knowledge and belief, that:

20                   i.     No Federal appropriated funds have been paid or will be paid, by or  
21 on behalf of the CITY, to any person influencing or attempting to influence an officer or employee  
22 of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a  
23 Member of Congress, in connection with the awarding of any Federal contract, the making of any  
24 Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and  
25 the extension, continuation, renewal, amendment or modification of any Federal contract, grant,  
26 loan or cooperative agreement.

27                   ii.     If any funds other than Federally-appropriated funds have been paid  
28 or will be paid to any person for influencing or attempting to influence an officer or employee of

1 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a  
2 Member of Congress, in connection with this Federal contract, grant, loan, or cooperative  
3 agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to  
4 Report Lobbying", in accordance with its instructions.

5           iii.     The CITY shall require that the language provided in Section 4(e)(i)  
6 and (ii) of this Agreement be included in the award documents for all sub-awards at all tiers  
7 (including subcontracts, sub- grants and contracts under grants, loans, and cooperative agreements)  
8 and that all sub-recipients shall certify and disclose accordingly. This certification is a material  
9 representation of fact upon which reliance was placed when this transaction was made or entered  
10 into.

11           (i)     CITY certifies that it has adopted and is enforcing a policy prohibiting the  
12 use of excessive force by law enforcement agencies within its jurisdiction against any individuals  
13 engaged in non-violent civil rights demonstrations, and that it has adopted and is enforcing  
14 applicable State and local laws against physically barring entrance to, or exit from, a facility or  
15 location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

16           5.     COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

17           The COUNTY's Board of Supervisors have adopted policies and procedures to  
18 ensure efficient and effective administration of the CDBG, HOME, and ESG programs. COUNTY  
19 will provide these policies and procedures to CITY within a reasonable time after this Agreement's  
20 commencement date. COUNTY and City agree to comply with these said policies and program  
21 objectives and to take no actions to obstruct implementation of the approved 2019-2024 and  
22 subsequent Five Year Consolidated Plans.

23           6.     OTHER AGREEMENTS.

24           Pursuant to Federal regulations at 24 CFR 570.501(b), CITY is subject to the same  
25 requirements applicable to sub-recipients, including the requirement of a written agreement set  
26 forth in Federal regulations at 24 CFR 570.503. For each fiscal year during the term of this  
27 Agreement, COUNTY and CITY shall enter into an additional agreement, commonly known as a  
28 Supplemental Agreement, that will have a term coinciding with a CDBG Program Year and

1 enumerate the project(s) CITY will implement with its entitlement funds. Said Supplemental  
2 Agreement will set forth the time schedule for completion of said project(s) and any funding  
3 sources, in addition to entitlement funds, that will be used in completing the project(s). If  
4 substantial compliance with the completion schedule, due to unforeseen or uncontrollable  
5 circumstances, cannot be met by CITY, the schedule for the project(s) may be extended by  
6 COUNTY. If COUNTY determines that substantial progress toward drawdown of funds is not  
7 made during the term of the Supplemental Agreement, the entitlement funds associated with the  
8 project(s) may be reprogrammed by COUNTY, to other activities as determined by COUNTY,  
9 after COUNTY provides appropriate written notice to CITY. COUNTY's decision not to extend  
10 the completion schedule associated with the project(s), or to reprogram the entitlement funds  
11 associated with the project(s), will not excuse CITY from complying with terms of this Agreement.

12 7. DETERMINATION OF PROJECTS TO BE FUNDED AND  
13 DISTRIBUTION OF ENTITLEMENT FUNDS.

14 CITY agrees to submit to COUNTY, no later than the date specified by COUNTY  
15 prior to each program year, the activities that the CITY desires to implement with its entitlement  
16 funds, said designation to comply with statutory and regulatory provisions governing citizen's  
17 participation. Said designation is to be reviewed by COUNTY to determine that the projects are  
18 eligible under Federal regulations for funding and inclusion in the One Year Action Plan of the  
19 County's Five-Year Consolidated Plan and consistent with both Federal and COUNTY policy  
20 governing use of Community Development Block Grant (CDBG) funds.

21 In the event that CITY fails to submit to COUNTY the identified activities that the  
22 CITY desires to implement with its entitlement funds by the date specified prior to each program  
23 year, the COUNTY may determine the activities to be funded, without consent of the CITY,  
24 consistent with both Federal and COUNTY policy governing use of Community Development  
25 Block Grant (CDBG) funds.

26 Consistent with Paragraphs 3, 4, 5, 6, and 7 of this Agreement, COUNTY's Board  
27 of Supervisors will make the final determination of the distribution and disposition of all CDBG  
28 funds received by COUNTY pursuant to the ACT.

1           8.       COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

2           CITY warrants that those officers, employees, and agents, retained by it and  
3 responsible for implementing projects funded with CDBG have received, reviewed, and will  
4 follow the Community Development Block Grant Manual that has been prepared and amended by  
5 COUNTY, and by this reference, said Manual is incorporated herein and made a part hereof.

6           9.       REAL PROPERTY ACQUIRED OR PUBLIC FACILITY  
7 CONSTRUCTED WITH CDBG FUNDS.

8           When CDBG funds are used, in whole or in part, by CITY to acquire real property  
9 or to construct a public facility, CITY will comply with the National Environmental Policy Act of  
10 1969 (42 U.S.C. §§4321, et seq.), the California Environmental Quality Act (Cal. Pub. Resources  
11 Code §§21000, et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies  
12 Act of 1970 (42 U.S.C. §§4630, et seq.), and the California Government Code Sections 7260 et  
13 seq., as those Acts may be amended from time-to-time and any Federal or state regulations issued  
14 to implement the aforementioned laws.

15           In addition, the following is to occur:

16           (a)     Title to the real property shall vest in CITY;

17           (b)     The real property title will be held by or the constructed facility will be  
18 maintained by the CITY for the approved use until five (5) years after the date that the project is  
19 reported as “Completed” within the annual Consolidated Annual Performance and Evaluation  
20 Report.

21           (c)     While held by CITY, the real property or the constructed facility is to be  
22 used exclusively for the purpose for which acquisition or construction was originally approved by  
23 COUNTY;

24           (d)     CITY shall provide timely notice to COUNTY of any action which would  
25 result in a modification or change in the use of the real property purchased or improved, in whole  
26 or in part, with CDBG or HOME funds from that planned at the time of acquisition or  
27 improvement, including disposition.

1 (e) CITY shall provide timely notice to citizens and opportunity to comment  
2 on any proposed modification or change;

3 (f) Written approval from COUNTY must be secured if the property or the  
4 facility is to be put to an alternate use that is or is not consistent with Federal regulations governing  
5 CDBG funds;

6 (g) Should CITY desire during the five (5) year period to use the real property  
7 or the constructed facility for a purpose not consistent with applicable Federal regulations  
8 governing CDBG funds or to sell the real property or facility, then:

9 (i) If CITY desires to retain title, it will have to reimburse either COUNTY  
10 or the Federal government an amount that represents the percentage of current fair market value  
11 that is identical to the percentage that CDBG funds initially comprised to when the property was  
12 acquired or the facility was constructed;

13 (ii) If CITY sells the property or facility, or is required to sell the property  
14 or facility, CITY is to reimburse the COUNTY an amount that represents the percentage of  
15 proceeds realized by the sale that is identical to the percentage that CDBG funds comprised of the  
16 monies paid to initially acquire the property or construct the facility. This percentage amount will  
17 be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

18 10. DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE  
19 OF CDBG FUNDS.

20 CITY shall inform COUNTY of any income generated by the expenditure of  
21 CDBG funds received by CITY from COUNTY. CITY may not retain any program income so  
22 generated. Any and all program income shall be returned to the County and may only be used for  
23 eligible activities in accordance with all CDBG requirements, including all requirements for citizen  
24 participation.

25 //

26 //

1 The COUNTY is required by HUD to monitor and report the receipt and use of all  
2 program income. CITY is required to track, monitor, and report any and all program income as  
3 requested by COUNTY.

4 11. TERMINATION.

5 Except as provided for in Paragraph 2, CITY and COUNTY cannot terminate or  
6 withdraw from this Agreement while it remains in effect.

7 12. FORMER AGREEMENTS UTILIZING COMMUNITY  
8 DEVELOPMENT BLOCK GRANT FUNDS BETWEEN COUNTY AND CITY.

9 All agreements between CITY and COUNTY regarding the use of CDBG funds for  
10 fiscal years 1975-76 through 2020-2021, and any Supplemental Agreements thereunder, shall  
11 remain in full force and effect. If the language of this Agreement is in conflict or inconsistent with  
12 the terms of any prior said agreements between CITY and COUNTY, the language of this  
13 Agreement will be controlling.

14 13. INDEMNIFICATION

15 CITY agrees to indemnify, defend and hold harmless COUNTY and its authorized officers,  
16 employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or  
17 liability arising from CITY acts, errors or omissions and for any costs or expenses incurred by  
18 COUNTY on account of any claim therefore, except where such indemnifications is prohibited by  
19 law. CITY shall promptly notify COUNTY in writing of the occurrence of any such claims,  
20 actions, losses, damages, and/or liability. CITY shall indemnify and hold harmless COUNTY  
21 against any liability, claims, losses, demands, and actions incurred by COUNTY as a result of the  
22 determination by HUD or its successor that activities undertaken by CITY under the program(s)  
23 fail to comply with any laws, regulations, or policies applicable thereto or that any funds billed by  
24 and disbursed to CITY under this Agreement were improperly expended.

25 14. COMPLIANCE WITH LAWS AND REGULATIONS.

26 By executing this Agreement, the Parties hereby certify that they will adhere to and  
27 comply with all applicable Federal, state, and local laws, regulations, and ordinances.

28 //

1           15.    ENTIRE AGREEMENT.

2           It is expressly agreed that this Agreement embodies the entire agreement of the  
3 Parties in relation to the subject matter hereof, and that no other agreement or understanding,  
4 verbal or otherwise, relative to this subject matter, exists between the Parties at the time of  
5 execution.

6           16.    SEVERABILITY.

7           Each paragraph and provision of this Agreement is severable from each other  
8 provision, and if any provision or part thereof is declared invalid, the remaining provisions shall  
9 remain in full force and effect.

10          17.    ASSIGNMENT.

11          The Parties will not make any sale, assignment, conveyance or lease of any trust  
12 or power, or transfer in any other form with respect to this Agreement, without prior written  
13 approval of the other Party.

14          18.    INTERPRETATION AND GOVERNING LAW.

15          This Agreement and any dispute arising hereunder shall be governed by and  
16 interpreted in accordance with the laws of the State of California. This Agreement shall be  
17 construed as a whole according to its fair language and common meaning to achieve the objectives  
18 and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are  
19 to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all  
20 Parties having been represented by counsel in the negotiation and preparation hereof.

21          19.    WAIVER.

22          Failure by a Party to insist upon the strict performance of any of the provisions of  
23 this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default  
24 of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict  
25 compliance by the other Party with the terms of this Agreement thereafter.

26          20.    JURISDICTION AND VENUE.

27          Any action at law or in equity arising under this Agreement or brought by a Party  
28 hereto for the purpose of enforcing, construing or determining the validity of any provision of this

1 Agreement shall be filed in the Superior Court of California, County of Riverside, State of  
2 California, and the Parties hereto waive all provisions of law providing for the filing, removal or  
3 change of venue to any other court or jurisdiction.

4 21. PROHIBITION OF CDBG FUND TRANSFER

5 The City may not sell, trade, or otherwise transfer all or any portion of such funds  
6 to another such metropolitan city, urban county, unit of general local government, or Indian tribe,  
7 or insular area that directly or indirectly receives CDBG funds in exchange for any other funds,  
8 credits or non-Federal considerations. City must use such funds for activities eligible under title  
9 I of the ACT.

10 22. EMERGENCY SOLUTIONS GRANT FORMULA ALLOCATION

11 CITY acknowledges that while participating in the COUNTY's Urban County  
12 program, CITY can only receive a formula Emergency Solutions Grant (ESG) allocation from  
13 the Urban County program and only at such times as authorized by the Board of Supervisors. The  
14 CITY and COUNTY may also apply for ESG funds from the State of California, if permitted by  
15 the State.

16 23. HOME INVESTMENT PARTNERSHIP ACT FORMULA  
17 ALLOCATION

18 CITY acknowledges that while participating in the COUNTY's Urban County  
19 program, CITY can only receive a formula HOME allocation from the Urban County program  
20 and only at such times as authorized by the Board of Supervisors. The CITY and COUNTY may  
21 also apply for HOME funds from the State of California, if permitted by the State.

22 24. AMENDMENTS

23 No change, amendment, or modification to the Agreement shall be valid or binding  
24 upon CITY or COUNTY unless such change, amendment, or modification is in writing and duly  
25 executed. CITY and COUNTY agree to adopt any necessary amendments to this Agreement to  
26 incorporate changes required by HUD as set forth in the Urban County Qualification Notice.  
27 Amendments must be submitted to HUD as provided in the Urban County Qualification Notice  
28 and failure to do so will void the automatic renewal for such qualification period.

1           24.    AUTHORITY TO EXECUTE.

2           The persons executing this Agreement or exhibits attached hereto on behalf of the  
3 Parties to this Agreement hereby warrant and represent that they have the authority to execute  
4 this Agreement and warrant and represent that they have the authority to bind the respective  
5 Parties to this Agreement to the performance of its obligations hereunder.

6           25.    INCORPORATION OF RECITALS

7           The Parties hereby affirm the facts set forth in the recitals above. Said recitals are  
8 incorporated herein and made an operative part of this Agreement.

9           **IN WITNESS WHEREOF**, the COUNTY and CITY have executed this  
10 Agreement on the date shown below.

11  
12 Date: \_\_\_\_\_

13  
14 COUNTY OF RIVERSIDE,  
15 a political subdivision of the  
16 State of California

CITY OF BLYTHE,  
a general law city

17 BY: \_\_\_\_\_  
18 Heidi Marshall, Director  
19 Housing, Homelessness Prevention  
& Workforce Solutions

BY: \_\_\_\_\_  
Mayor

20 APPROVED AS TO FORM:  
21 Gregory P. Priamos, County Counsel

22 ATTEST:  
23 BY: \_\_\_\_\_  
24 City Clerk

25 By: \_\_\_\_\_  
26 Amrit P. Dhillon, Deputy County Counsel

27 APPROVED AS TO FORM:  
28 BY: \_\_\_\_\_  
City Attorney

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COUNTY COUNSEL CERTIFICATION

The Office of County Counsel hereby certifies that the terms and provisions of this Agreement are fully-authorized under state and local law and that the Agreement provides full legal authority for the COUNTY to undertake, or assist in undertaking, essential community development and housing assistance activities specifically urban renewal and publicly assisted housing.

Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Amrit P. Dhillon, Deputy County Counsel



**CITY OF BLYTHE  
CITY COUNCIL MEETING**

**STAFF REPORT**

**MEETING DATE:** October 13, 2020

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**SUBJECT:** Adoption of an MOU for the Non-Sworn Unit

**PRESENTED BY:** Mallory Crecelius, Interim City Manager

**PREPARED BY:** Mallory Crecelius, Interim City Manager

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**RECOMMENDATION:** Council Adopt Resolution No. 2020-045, an Addendum to the Non-Sworn Unit's Memorandum of Understanding (MOU) for the period of July 1, 2020 through June 30, 2021.

---

**FISCAL IMPACT:** Terms of the agreement include a 2.5% Cost of Living Adjustment for every member of the unit, a \$500 signing bonus, shift differential for dispatchers and certificate pay.

---

**BACKGROUND:** The current MOU between the City and Non-Sworn Unit expired on June 30, 2020. Unit representatives and the City's negotiator, Interim City Manager Crecelius have been in contract negotiations since that time.

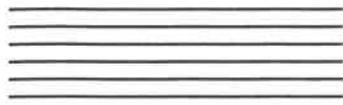
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**STAFF REPORT:** The City and Unit have reached a tentative agreement. The terms of which are attached to this report. It is recommended Council adopt Resolution No. 2020-045 adopting a Memorandum of Understanding for the Non-Sworn Unit for the period of July 1, 2020 through June 30, 2021.

---

**ATTACHMENTS:**

1. Negotiated Terms
2. Resolution No. 2020-045



# MEMO

To: BPOA Non-Sworn Unit

From: Mallory Crecelius, Interim City Manager

Date: August 31, 2020

**Re: Unit Negotiations-Last, Best and Final Offer**

1. Term: a one-year contract, July 1, 2020 through June 30, 2021.
2. COLA: a 2.5% COLA adjustment will be made to all Base Hourly Salary schedules in the Non-Sworn MOU. The COLA increase will be retroactive to July 1, 2020.
3. Shift Differential (Swing Shift): Article 4-Special Compensation- Section 6- Shift Differential Pay will be amended as follows:

Any member of the Non-Sworn Unit who is scheduled to work from 4pm to midnight or midnight to 8am as the Dispatcher will be entitled to a 2% pay increase for the hours worked during that shift. The full 8-hour shift must be worked to receive the 2% shift differential. Special Assignment Dispatchers will not be entitled to Shift Differential.

4. Signing Bonus Language: outdated signing bonus language will be removed from Article 2- Basis for Compensation- Section 3- Signing Bonus.
5. Post Certificate/Educational Pay: Section 7- Certificate Pay will be added to Article 4- Special Compensation as follows:

P.O.S.T. certificate pay of 2% of the employee's base rate of pay will be paid to each Non-Sworn personnel with the classification of Public Safety Dispatcher for completing the requirements for an Intermediate Certificate. An additional 2% of the employee's current base rate of pay will be paid to each Non-Sworn Personnel with the Public Safety Dispatcher classification for completing the requirements of an Advanced Certificate. This pay will be paid in bi-weekly increments and will begin in the pay period immediately following the date P.O.S.T. approves the certificate.

Educational pay of 2% of the employee's base rate of pay will be paid to all members of the Non-Sworn Unit not classified as Public Safety Dispatcher who have earned an Associate's

degree from an accredited college. An additional 2% of the employee's current base rate of pay will be paid to each member of the Non-Sworn unit not classified as Public Safety Dispatcher who have earned a Bachelors' degree or higher from an accredited college or university. This pay will be paid in bi-weekly increments and will begin in the pay period immediately following employee providing proof of completion by submitting either a diploma or transcripts.

6. Signing Bonus: a \$500.00 signing bonus will be paid to each member of this unit effective the first pay period following approval by City Council.

All items listed in this proposal are subject to review and approval by the Blythe City Council. Please accept this as the last, best and final offer of the Blythe City Council.

RESOLUTION 2020-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA ADOPTING AN ADDENDUM TO THE NON SWORN UNIT'S MEMORANDUM OF UNDERSTANDING FOR THE PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021.

**SECTION 1. WHEREAS,** the negotiations between the City of Blythe and representatives of the City of Blythe's Non-Sworn Unit have resulted in an Addendum to the Non-Sworn Unit's Memorandum of Understanding for the period of July 1, 2020 through June 30, 2021, which data are incorporated herein by reference.

**SECTION 2. NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Blythe, that the Addendum to the Non-Sworn Unit's Memorandum of Understanding Exhibit A is hereby approved and shall be effective upon adoption.

**PASSED, APPROVED AND ADOPTED** this 13<sup>th</sup> day of October 2020, by the following roll call vote:

**AYES:**

**NOES:**

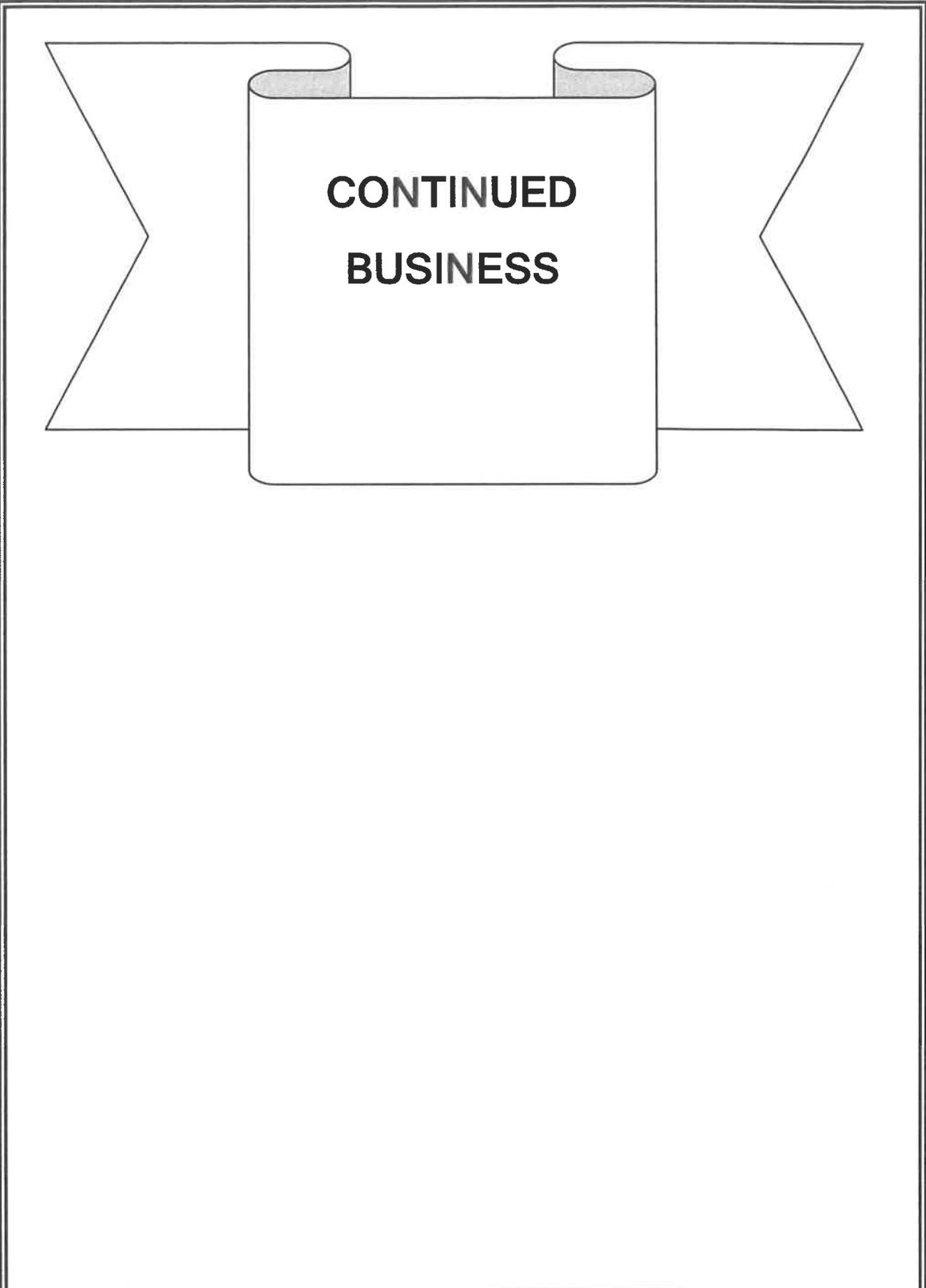
**ABSENT:**

\_\_\_\_\_  
Dale Reynolds, Mayor

**ATTEST:**

\_\_\_\_\_  
Mallory Crecelius, City Clerk

(SEAL)



**CONTINUED  
BUSINESS**



**CITY OF BLYTHE  
CITY COUNCIL MEETING**

**STAFF REPORT**

**MEETING DATE:** October 13, 2020

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**SUBJECT:** Cannabis Dispensary License Conditionally Issued to HAH 1, LLC

**PRESENTED BY:** Mallory Crecelius, Interim City Manager

**PREPARED BY:** Mallory Crecelius, Interim City Manager

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**RECOMMENDATION:** Receive and file the monthly status report received from Have a Heart, 1894 E. Hobsonway.

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**FISCAL IMPACT:** None.

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

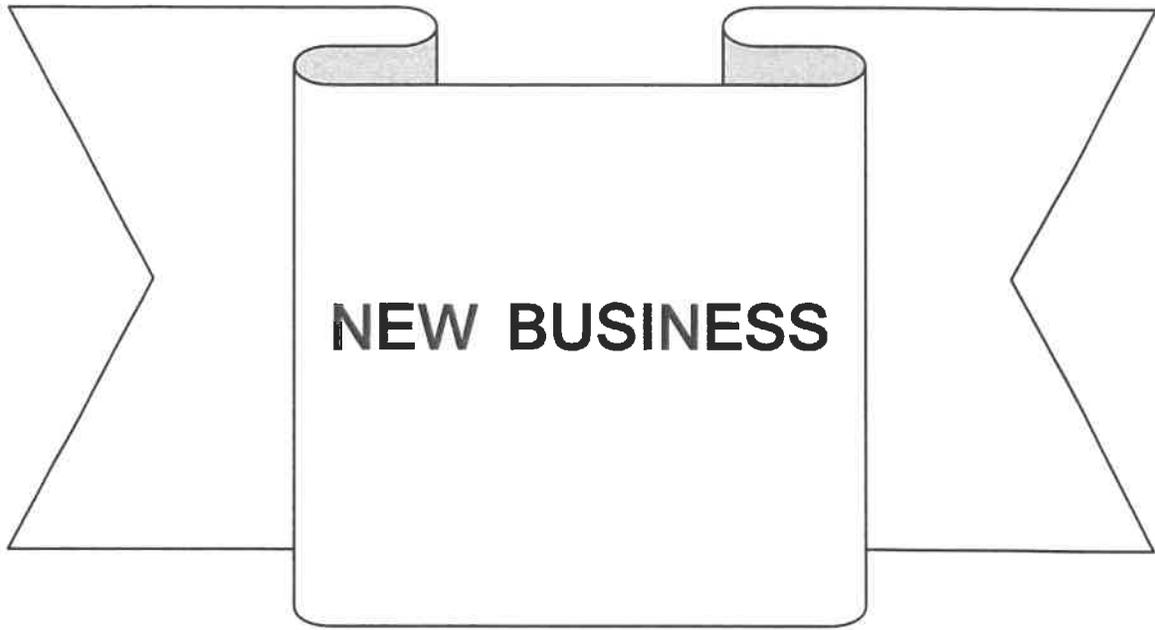
On August 11, 2020 Council held a public hearing to determine if the provisional license issued to Have a Heart should be revoked due to lack of progress being made at the site. Council continued the Public Hearing to August 25, 2020. At the August 25<sup>th</sup> meeting Council granted the applicant 6 months to complete the project, provided they provide project status updates monthly. Staff was directed to secure a \$25,000 deposit from the developer and to formalize the terms of the extension in an agreement approved the City Attorney.

**STAFF REPORT:** A representative of HAH 1, LLC will be present to provide the monthly project update. All permits have been renewed, the deposit was received and the agreement memorializing the extension has been executed.

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**ATTACHMENTS:** None

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**CITY OF BLYTHE  
CITY COUNCIL MEETING**

**STAFF REPORT**

**MEETING DATE:** October 13, 2020

---

**SUBJECT:** Temporary Suspension of Certain Provisions of the BMC as it Relates to Light Animal Keeping

**PRESENTED BY:** Mallory Crecelius, Interim City Manager

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

---

**RECOMMENDATION:** Adopt Resolution No. 2020-046, which expresses support for the temporary suspension of certain provisions of the Blythe Municipal Code relating to the keeping of animals and establishing requirements for such animal keeping during the period of suspension.

---

**FISCAL IMPACT:** Staff time necessary to monitor the program and field complaints should any be received.

---

**BACKGROUND:** Blythe Municipal Code section 17.08.080 defines Animal Keeping (Light) as the “premises where animals are fed or kept for personal use, for 4-H, or other agricultural projects by the owner or occupant of the premises, as limited by Chapter 17.54”. Animal Keeping (Light) is allowed by right in the Specific Plan Resort (SPR), Agriculture (A), Residential Estates (R-E), Service Industrial (I-S), and General Industrial (I-G) zones, and with a conditional use permit in the Rural Residential (RR) and Planned Development (P-D) zones.

Blythe Municipal Code Section 17.54 states no person shall keep or maintain oxen or swine on property within the City, and no person shall keep or maintain sheep, goats, cattle or any other type of livestock on any property or premise within the City in any residential or commercial zone, except as otherwise regulated and permitted.

---

**STAFF REPORT:** Members of FFA have historically housed their livestock projects at the PVHS livestock facility. As schools are not currently open for in-person instruction due to the COVID-19 pandemic, these FFA members are unable to utilize the PVHS livestock facility for the 20/21 school year.

PVHS representatives have requested their students be able to house their animals at their place of residence for this project year. This would require the City to temporarily suspend the requirements of Blythe Municipal Code sections 17.08.010, 17.54.020(A) and 17.54.030.

During a proclaimed local emergency, the Mayor, as the Disaster Director, has certain powers and duties pursuant to the California Government Code and the Blythe Municipal Code, including the power to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by any conditions of the local emergency pursuant to Blythe Municipal Code section 2.52.120(A)(3)(f) and the power to exercise

complete authority over the City and exercise all police power vested in the City by the Constitution and general laws pursuant to Blythe Municipal Code section 2.52.120(A)(3)(h). Issuance of an order temporarily suspending the provisions of Blythe Municipal Code sections 17.08.010, 17.54.020(A) and 17.54.030 and establishing certain requirements relating to keeping such animals during the period of suspension is reasonably related to the protection of life and property affected by the COVID-19 pandemic.

Staff has prepared the following guidelines in the proposed order to minimize the impacts of this request:

- a. Only lambs, goats, and pigs shall be permitted pursuant to the order.
- b. Only one (1) lamb, goat, or pig shall be permitted per property.
- c. Prior to keeping or maintaining an animal permitted by the order on his or her property, a person shall obtain written consent from all neighbors within a one hundred foot (100') radius from the person's property. In the event the person does not obtain written consent from all neighbors within such radius, the person shall not keep the animal on his/her property. Copies of the written approvals shall be provided to the City upon request.
- d. At the discretion of the Animal Control Officer, a person keeping or maintaining an animal permitted by the order shall permit the Animal Control Officer and/or Code Enforcement to conduct a site inspection at the person's property and the space where the animal is located at any time upon reasonable request. If the Animal Control Officer and/or Code Enforcement identifies any issues that must be corrected, the person shall correct such issues within seven (7) calendar days.
- e. A person may only keep or maintain an animal permitted by the order on property within the City if the property has adequate outdoor space to keep such animal. The adequacy of such space shall be as determined by the Animal Control Officer in his/her sole discretion.
- f. A person keeping or maintaining an animal permitted by the order shall ensure the outdoor space where the animal is kept or maintained is cleaned and maintained as necessary to prevent offensive odors and unsanitary conditions.
- g. If a person keeping or maintaining an animal permitted by the order is notified that a complaint has been received regarding such animal, the person shall correct the issue to the satisfaction of Code Enforcement and/or the Animal Control Officer within three (3) calendar days.
- h. Any person keeping or maintaining an animal permitted by the order shall comply with all reasonable directives and requests of the Animal Control Officer and/or Code Enforcement relating to the keeping or maintaining of such animal.
- i. Any person keeping or maintaining an animal permitted by the order shall comply with all applicable provisions of the Blythe Municipal Code and other applicable provisions of law.
- j. The City Manager, in consultation with the Animal Control Officer and/or Code Enforcement, may direct the removal of any animal permitted by the order if the City Manager determines: (1) the person keeping or maintaining the animal is not complying with the requirements of the order, (2) the animal is the subject of one or more complaints that cannot be reasonably corrected, or (3) removal is necessary for the public health, safety or welfare.

With these guidelines in place, allowing these animals in residential neighborhoods on a temporary basis will have minimal impacts on the neighborhoods. Suspending these sections of the BMC for a limited term will enable a number of high school students to participate in the FFA program this year. As of now, most of these students do not have alternative housing solutions and would have to forego participation this school year. It is estimated 8 goats, 13 lambs and between 30 and 50 pigs could be housed within residential neighborhoods by students over the next few months. Under the proposed guidelines, animals must be removed from neighborhoods no later than March 31, 2021.

By adopting Resolution No. 2020-046, the City Council would be expressing its support for the Mayor, acting in his capacity as the Disaster Director, to issue a written order, in substantially the form as set forth in Attachment 2 to this report, temporarily suspending the provisions of BMC sections 17.08.010, 17.54.020(A), and 17.54.030, in order to temporarily permit the keeping and maintaining of lambs, goats, and pigs in all zoning classifications of the City, and setting forth the requirements relating to keeping such animals.

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**ATTACHMENTS:**

1. Resolution No. 2020-046
2. Written Order No. 2020-01

**RESOLUTION NO. 2020-046**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, EXPRESSING SUPPORT FOR THE TEMPORARY SUSPENSION OF PROVISIONS OF THE BLYTHE MUNICIPAL CODE RELATING TO THE KEEPING OF CERTAIN ANIMALS**

**WHEREAS**, pursuant to Blythe Municipal Code section 17.08.080, Animal Keeping (Light) means “premises where animals are fed or kept for personal use, for 4-H, or other agricultural projects by the owner or occupant of the premises, as limited by Chapter 17.54”; and

**WHEREAS**, Blythe Municipal Code section 17.08.010 authorizes Animal Keeping (Light) by right in the Specific Plan Resort (SPR), Agriculture (A), Residential Estates (R-E), Service Industrial (I-S), and General Industrial (I-G) zones, and with a conditional use permit in the Rural Residential (RR) and Planned Development (P-D) zones; and

**WHEREAS**, pursuant to Blythe Municipal Code section 17.54.020(A), no person shall keep, maintain, cause or otherwise permit to be kept or maintained on any property or premises within the City oxen or swine; and

**WHEREAS**, pursuant to Blythe Municipal Code section 17.54.030, no person shall keep or maintain any sheep, goats, cattle, jacks, jennies, burros or any other type or kind of livestock on any property or premises within the City in any residential or commercial zone classification, except as may otherwise be regulated and permitted as set forth in Section 17.54.060 of the Blythe Municipal Code; and

**WHEREAS**, historically, Palo Verde High School (PVHS) has housed Supervised Agricultural Experience (SAE) livestock projects for Blythe Future Farmers of America (FFA) at the PVHS Livestock Facility; and

**WHEREAS**, due to the COVID-19 pandemic, PVHS is unable to house SAE livestock projects at the PVHS Livestock Facility for the 2020-2021 academic year; and

**WHEREAS**, PVHS representatives have requested that the City temporarily suspend the requirements of Blythe Municipal Code sections 17.08.010, 17.54.020(A), and 17.54.030 in order to permit SAE livestock to be kept in the homes of Blythe FFA members; and

**WHEREAS**, in the event of the proclamation of a local emergency, Blythe Municipal Code section 2.52.120(A)(3)(f) authorizes the Mayor, as the Disaster Director, to make and issue written orders and regulations on matters reasonably related to the protection of life and property as affected by conditions of the local emergency; and

**WHEREAS**, in the event of the proclamation of a local emergency, Blythe Municipal Code section 2.52.120(A)(3)(h) authorizes the Mayor, as the Disaster Director, to exercise

complete authority over the City and exercise all police power vested in the City by the Constitution and general laws; and

**WHEREAS**, due to the COVID-19 pandemic and the need to protect the life and property interests associated with Blythe FFA, the City Council desires to express its support for the Mayor, acting in his capacity as the Disaster Director, to issue a written order pursuant to Blythe Municipal Code sections 2.52.120(A)(3)(f) and 2.52.120(A)(3)(h) temporarily suspending the provisions of Blythe Municipal Code sections 17.08.010, 17.54.020(A), and 17.54.030, in order to temporarily permit the keeping and maintaining of lambs, goats, and pigs in all zoning classifications of the City, and setting forth requirements relating to such keeping and maintenance.

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

**SECTION 1.** The City Council finds that all the recitals set forth in the preamble of this Resolution are true and correct.

**SECTION 2.** The City Council hereby expresses its support for the Mayor, acting in his capacity as the Disaster Director, to issue a written order, in substantially the form as set forth in the attached Exhibit "A," temporarily suspending the provisions of Blythe Municipal Code sections 17.08.010, 17.54.020(A), and 17.54.030, in order to temporarily permit the keeping and maintaining of lambs, goats, and pigs in all zoning classifications of the City, and setting forth requirements relating to such keeping and maintenance.

**PASSED, APPROVED AND ADOPTED** this 13<sup>th</sup> day of October, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Dale Reynolds, Mayor

**ATTEST:**

\_\_\_\_\_  
Mallory Crecelius, City Clerk

(SEAL)

**EXHIBIT A**  
**WRITTEN ORDER**

**WRITTEN ORDER NO. 2020-01**

**WRITTEN ORDER OF THE MAYOR OF THE CITY OF BLYTHE, CALIFORNIA, ACTING IN HIS CAPACITY AS THE DISASTER DIRECTOR, TEMPORARILY SUSPENDING CERTAIN PROVISIONS OF THE BLYTHE MUNICIPAL CODE RELATING TO THE KEEPING OF ANIMALS AND ESTABLISHING REQUIREMENTS FOR SUCH ANIMAL KEEPING DURING THE PERIOD OF SUSPENSION**

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

**WHEREAS**, Blythe Municipal Code section 2.52.120(A)(2) empowers the Mayor, as the Disaster Director, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

**WHEREAS**, in the event of the proclamation of a local emergency, Blythe Municipal Code section 2.52.120(A)(3)(f) authorizes the Mayor, as the Disaster Director, to make and issue written orders and regulations on matters reasonably related to the protection of life and property as affected by conditions of the local emergency; and

**WHEREAS**, in the event of the proclamation of a local emergency, Blythe Municipal Code section 2.52.120(A)(3)(h) authorizes the Mayor, as the Disaster Director, to exercise complete authority over the City and exercise all police power vested in the City by the Constitution and general laws; and

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

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

**WHEREAS**, on March 19, 2020, Governor Newsom issued Executive Order N-33-20, which mandates that all individuals living in the State of California stay home or at their place of residence, except as needed to maintain the continuity of operations of essential services sectors; and

**WHEREAS**, on August 28, 2020, the State Public Health Officer issued a Statewide Public Health Officer Order, which, among other things, included the issuance of an updated, tier-based framework for reopening, known as California's Plan for Reducing COVID-19 and Adjusting

Permitted Sector Activities to Keep Californians Healthy and Safe (“Reopening Plan”). Under the Reopening Plan, counties are assigned a tier based on case rate and test positivity rate; and

**WHEREAS**, Riverside County is currently in the red (substantial) tier; and

**WHEREAS**, in the red tier, schools may reopen fully for in-person instruction; however, local school officials decide whether and when that will occur; and

**WHEREAS**, public schools in Blythe, including Palo Verde High School (PVHS), are currently not open for in-person instruction; and

**WHEREAS**, historically, PVHS has housed Supervised Agricultural Experience (SAE) livestock projects for Blythe Future Farmers of America (FFA) at the PVHS Livestock Facility; and

**WHEREAS**, due to the COVID-19 pandemic, PVHS is unable to house SAE livestock projects at the PVHS Livestock Facility for the 2020-2021 academic year; and

**WHEREAS**, pursuant to Blythe Municipal Code section 17.08.080, Animal Keeping (Light) means “premises where animals are fed or kept for personal use, for 4-H, or other agricultural projects by the owner or occupant of the premises, as limited by Chapter 17.54”; and

**WHEREAS**, Blythe Municipal Code section 17.08.010 authorizes Animal Keeping (Light) by right in the Specific Plan Resort (SPR), Agriculture (A), Residential Estates (R-E), Service Industrial (I-S), and General Industrial (I-G) zones, and with a conditional use permit in the Rural Residential (RR) and Planned Development (P-D) zones; and

**WHEREAS**, pursuant to Blythe Municipal Code section 17.54.020(A), no person shall keep, maintain, cause or otherwise permit to be kept or maintained on any property or premises within the City oxen or swine; and

**WHEREAS**, pursuant to Blythe Municipal Code section 17.54.030, no person shall keep or maintain any sheep, goats, cattle, jacks, jennies, burros or any other type or kind of livestock on any property or premises within the City in any residential or commercial zone classification, except as may otherwise be regulated and permitted as set forth in Section 17.54.060 of the Blythe Municipal Code; and

**WHEREAS**, PVHS representatives have requested that the City temporarily suspend the requirements of Blythe Municipal Code sections 17.08.010, 17.54.020(A), and 17.54.030 in order to permit SAE livestock to be kept at the residences of Blythe FFA members; and

**WHEREAS**, this Order is reasonably related to the protection of life and property affected by the COVID-19 pandemic; and

**WHEREAS**, this Order is adopted pursuant to the City’s police powers and powers afforded to the City during local, state, and national emergencies and an unprecedented pandemic, such powers being afforded by the California Constitution, the California Government Code, and the Blythe Municipal Code, including Blythe Municipal Code sections 2.52.120(A)(3)(f) and 2.52.120(A)(3)(h). Pursuant to Government Code section 8634, this Order is necessary to provide for the protection of life and property affected by the COVID-19 pandemic and the local, state, and national emergencies.

**NOW, THEREFORE, THE MAYOR OF THE CITY OF BLYTHE, ACTING IN HIS CAPACITY AS THE DISASTER DIRECTOR, ORDERS AS FOLLOWS:**

**SECTION 1.** The above recitals are true and correct and incorporated herein by this reference.

**SECTION 2.** Subject to the requirements set forth in this Order, the following provisions of the Blythe Municipal Code shall be temporarily suspended so long as this Order remains in effect:

- a. Section 17.08.010 relating to Animal Keeping (Light) by right in the Specific Plan Resort (SPR), Agriculture (A), Residential Estates (R-E), Service Industrial (I-S), and General Industrial (I-G) zones, and with a conditional use permit in the Rural Residential (RR) and Planned Development (P-D) zones. Animal Keeping (Light) shall be permitted in all zone classifications.
- b. Subsection (A) of Section 17.54.020, to the extent it prohibits keeping, maintaining, or causing or otherwise permitting to be kept or maintained, swine.
- c. Section 17.54.030, to the extent it prohibits keeping or maintaining goats on any property or premises within the City in any residential or commercial zone classification.

**SECTION 3.** Any person that wishes to keep an animal that would ordinarily be prohibited or restricted by Sections 17.08.010, 17.54.020(A), and 17.54.030 of the Blythe Municipal Code may keep an animal at his or her property while this Order is in effect, subject to the following:

- a. Only lambs, goats, and pigs shall be permitted pursuant to this Order.
- b. Only one (1) lamb, goat, or pig shall be permitted per property.
- c. Prior to keeping or maintaining an animal permitted by this Order on his or her property, a person shall obtain written consent from all neighbors within a one hundred foot (100’) radius from the person’s property. In the event the person does not obtain written consent from all neighbors within such radius, the person shall not keep the animal on his/her property. Copies of the written approvals shall be provided to the City upon request.

- d. At the discretion of the Animal Control Officer, a person keeping or maintaining an animal permitted by this Order shall permit the Animal Control Officer and/or Code Enforcement to conduct a site inspection at the person's property and the space where the animal is located at any time upon reasonable request. If the Animal Control Officer and/or Code Enforcement identifies any issues that must be corrected, the person shall correct such issues within seven (7) calendar days.
- e. A person may only keep or maintain an animal permitted by this Order on property within the City if the property has adequate outdoor space to keep such animal. The adequacy of such space shall be as determined by the Animal Control Officer in his/her sole discretion.
- f. A person keeping or maintaining an animal permitted by this Order shall ensure the outdoor space where the animal is kept or maintained is cleaned and maintained as necessary to prevent offensive odors and unsanitary conditions.
- g. If a person keeping or maintaining an animal permitted by this Order is notified that a complaint has been received regarding such animal, the person shall correct the issue to the satisfaction of Code Enforcement and/or the Animal Control Officer within three (3) calendar days.
- h. Any person keeping or maintaining an animal permitted by this Order shall comply with all reasonable directives and requests of the Animal Control Officer and/or Code Enforcement relating to the keeping or maintaining of such animal.
- i. Any person keeping or maintaining an animal permitted by this Order shall comply with all applicable provisions of the Blythe Municipal Code and other applicable provisions of law.
- j. The City Manager, in consultation with the Animal Control Officer and/or Code Enforcement, may direct the removal of any animal permitted by this Order if the City Manager determines: (1) the person keeping or maintaining the animal is not complying with the requirements of this Order, (2) the animal is the subject of one or more complaints that cannot be reasonably corrected, or (3) removal is necessary for the public health, safety or welfare.

**SECTION 4.** This Order shall become effective immediately, and shall remain in effect until March 31, 2021, unless terminated sooner or further extended by the Disaster Director or the City Council.

**SECTION 5.** If any section, subsection, sentence, clause, phrase or word of this Order is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such decision shall not affect the remaining provisions of this Order.

**SECTION 6.** The City Clerk shall cause this Order to be widely publicized and noticed in accordance with Government Code section 8634.

**ORDERED this 14th day of October, 2020.**

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Dale Reynolds  
Mayor

ATTEST:

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Mallory Crecelius  
City Clerk

APPROVED AS TO FORM:

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Brittany E. Roberto  
Assistant City Attorney



**CITY OF BLYTHE  
CITY COUNCIL MEETING**

**STAFF REPORT**

**MEETING DATE:** October 13, 2020

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**SUBJECT:** Issuance of Commercial Cannabis Distribution Permit- Gr&Be

**PRESENTED BY:** Mallory Crecelius, Interim City Manager

**PREPARED BY:** Mallory Crecelius, Interim City Manager

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**RECOMMENDATION:** Council issue a Commercial Cannabis Distribution permit to Gr&Be Inc. located at 2473 W. Hobsonway.

If approved by Council, the Cannabis Permit will be issued once the site has been inspected and a Certificate of Occupancy issued by the Building Department.

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**FISCAL IMPACT:** Potential Cannabis tax revenue.

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**BACKGROUND:** In 2017 the City Council adopted Ordinances regulating Commercial Cannabis Businesses operating in the City of Blythe and Resolutions setting the Commercial Cannabis Application Process and fees.

In 2017 Gr&Be applied for Commercial Cannabis Cultivation and Manufacturing licenses at 2473 W. Hobsonway. The licenses were approved by Council on June 12, 2018, contingent upon receiving a Certificate of Occupancy.

When the Commercial Cannabis regulations were adopted in 2017, only two Commercial Cannabis Distribution permits were to be issued. In September 2018 Council amended the Commercial Cannabis Ordinance to allow for an unlimited number of Distribution licenses to be issued in the City.

Applications for Commercial Cannabis Cultivation, Manufacturing, Distribution and Testing operations are accepted on an on-going basis.

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**STAFF REPORT:** Gr&Be Inc. applied for a Commercial Cannabis Distribution License at 2473 W. Hobsonway, the site of their previously awarded Cultivation and Manufacturing Licenses. The site is under construction and should be complete within the next 60 days.

Gr&Be Inc. has submitted the information required to pass the Commercial Cannabis application process. The owner background was previously conducted in 2018 with their Cultivation and Manufacturing applications.

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**ATTACHMENTS:** None



**CITY OF BLYTHE  
CITY COUNCIL MEETING**

**STAFF REPORT**

**MEETING DATE:** October 13, 2020

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**SUBJECT:** Agreement No. 2020-022 A between City and Timothy Ramos for Commercial Cannabis Owner Background Investigations

**PRESENTED BY:** Mallory Crecelius, Interim City Manager

**PREPARED BY:** Mallory Crecelius, Interim City Manager

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**RECOMMENDATION:** Council authorize the Interim City Manager to execute Agreement No. 2020-022 A with Timothy Ramos, DBA: T. Ramos and Associates for Commercial Cannabis Owner Background Investigations. It is further recommended Council authorize the City Manager to execute the 4 optional one-year contract extensions, as necessary.

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**FISCAL IMPACT:** Anyone deemed an "Owner" of a Commercial Cannabis Business will the background investigation fee as part of the Commercial Cannabis Licensing process. This fee is a direct pass through from the City to the background investigation firm.

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**BACKGROUND:** The Commercial Cannabis Application guidelines require anyone designated as an owner of a Commercial Cannabis, per BCC Regulation 5003 submit to an owner background investigation. The background is typically prepared during Phase III of the application process. Since 2017 the City has utilized Garth Dale with GVD Investigation for owner background investigations.

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**STAFF REPORT:** Another firm is needed to process owner background investigations if and where there are conflicts with GVD Investigations. Although there has not been a need for owner background services since 2019, staff is expecting to receive application(s) for new commercial cannabis businesses in the near future triggering the need for a contract background investigator.

Tim Ramos and his team are seasoned investigators familiar with local and state regulations pertaining to cannabis businesses and are experienced with conducting cannabis owner investigations. Therefore, it is recommended Council authorize the Interim City Manager to execute an agreement with Timothy Ramos and Associates along with ability to execute the 4 optional one-year contract extensions to provide necessary background services for the City.

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**ATTACHMENTS:**

1. Agreement No. 2020-022 A

**CITY OF BLYTHE  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
TIMOTHY RAMOS DBA T. RAMOS AND ASSOCIATES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 13th day of October, 2020 ("Effective Date"), by and between the CITY OF BLYTHE, a municipal corporation ("City"), and TIMOTHY RAMOS, an individual DBA T. RAMOS AND ASSOCIATES ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide background investigations of applicants for cannabis business permits, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal, attached hereto as Exhibit "A" and incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit A.

2.2. Additional Services. Consultant shall not receive compensation for any services

provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a monthly basis. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on October 12, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by four (4) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in

accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant 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. Consultant 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 Consultant 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. Consultant 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.

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

- (a) Additional insureds: "The City of Blythe and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (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 Consultant'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 Consultant'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.

5.3. 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.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section 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.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits

to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Timothy Ramos, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance in writing by City's Representative.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

T. Ramos and Associates  
1030 N. Mountain Ave. #252  
Ontario, CA 91762  
Tel: (909) 815-7987  
Attn: Timothy Ramos

IF TO CITY:

City of Blythe  
235 N. Broadway  
Blythe, CA 92225  
Tel: (760) 922-6161  
Attn: Mallory Crecelius

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Riverside County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant

hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant 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, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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, Consultant 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.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation

as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant 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.

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

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. 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.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. 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.

[Signatures appear on following page.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
[Name and Title]

**CITY OF BLYTHE**

\_\_\_\_\_  
Mallory Crecelius  
Interim City Manager

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

**ATTEST:**

\_\_\_\_\_  
Mallory Crecelius  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Brittany E. Roberto  
Assistant City Attorney

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

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**



**T. Ramos and Associates**  
1030 N. Mountain Avenue #252, Ontario, CA 91762  
PI.License # 27588, Phone: 909-815-7987

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## **CITY OF BLYTHE**

### **PROPOSAL**

# **BACKGROUND INVESTIGATIONS OF APPLICANTS FOR CANNABIS BUSINESS PERMITS AND CONSULTANT SERVICES**

## **Table of Contents**

1. Letter of Introduction
2. Experience
3. Services to be provided
4. Fees

Mallory Crecelius  
Interim City Manager  
235 N. Broadway  
Blythe, CA 92225

**Letter of Introduction**  
September 21, 2020

**RE: Proposal to conduct background investigations on applicants for cannabis business permits for the City of Blythe.**

Dear Ms. Crecelius,

Thank you for the opportunity to present our proposal to assist the City of Blythe with the process of background investigations in keeping with regulating the coming cannabis industry in your community.

T. Ramos and Associates proposes to provide investigative services to the City of Blythe, specifically background investigations of applicants for cannabis business permits. We can also assist in the review of security plans submitted by cannabis businesses and other investigative needs of the city.

Other than the limited, and underregulated medical marijuana program, cannabis sales in California has been considered criminal activity. Now that the laws of our State and the ordinances of the City of Blythe have changed, it falls on the local government to vet potential applicants that wish to conduct business in the City of Blythe. T. Ramos and Associates will be your defense against this. We will conduct thorough investigations designed to identify any past criminal history and previous questionable financial activity, to appropriately and legally document this activity and provide written results of our findings for review by the Chief of Police and/or his designee.

Our investigations will meet and exceed the legal requirements of local ordinances and state regulations as they pertain to cannabis businesses and permit applicants. We will do so in a respectful, legal and efficient manner. We have experience in conducting cannabis business background investigations, police officer applicant background investigations and financial investigations. We will use this experience and customize our service to meet the needs of the City of Blythe.

Please contact me if I can provide any further information. Thank you for your time and consideration in this matter.

Timothy Ramos  
Owner/Manager  
T. Ramos and Associates

## **EXPERIENCE**

T. Ramos and Associates only employs honorably retired California law enforcement officers. Our staff has over 75 combined years of experience conducting criminal, narcotic, and administrative and personnel background investigations. All our investigators have gone through a complete background investigation which included verifying they honorably retired from law enforcement.

All T. Ramos and Associates personnel assigned to the City of Blythe cases are certified by the California P.O.S.T. Commission as trained background investigators. They have also been trained to conduct behavioral analysis interviews and are versed in appropriate techniques of interview and investigation. We have experience in conducting cannabis background investigations and assisting municipalities in protecting against criminal infiltration into their cannabis establishments. We have assisted in the preparation of local ordinances relating to the cannabis industry.

Most investigative service providers in California are primarily in the security guard industry and conduct cursory background investigations. These cases are often done by senior guards or supervisors in the company with very little or no experience in law enforcement. T. Ramos and Associates only conducts investigations for public and private entities. The only protective or guard work we do is if the need arises and is requested by a current client and the threat directly relates to the issue being investigated. Background investigations is our primary service and we are experts in this field.

T. Ramos and Associates is licensed by the California Department of Consumer Affairs as a private investigations company and is properly insured and bonded.

All staff at T. Ramos and Associates are committed to provide respectful, efficient, discreet and cost effective service to our clients. We protect our clients from liability and provide due diligence in our product. Our work has been tested and proven to be excellent by city, county and state law enforcement agencies we have worked for and we bring this level of excellence and experience to every client, in every case.

## **SERVICES TO BE PROVIDED**

T. Ramos and Associates proposes to provide services in the form of background investigations on cannabis business applicants for the City of Blythe.

These investigations shall include:

1. Obtaining and verifying documents submitted by the applicants to the city.
2. Scheduling the applicants for live scan by the Blythe Police Department, reviewing and verifying results. Securely maintaining confidential information.
3. Contacting and scheduling interviews with applicants to obtain required business documentation, proper identification and ownership of all company members.
4. Conducting in-person interviews with each applicant. These interviews will include but will not be limited to reviewing identification, past criminal history, financial backgrounds, employment and business history, prior and current residences and past involvement in the commercial cannabis industry.
5. Conduct a thorough investigation to confirm the facts presented by the applicant and document inconsistencies.
6. Complete a written investigative report for review by the Chief of Police and/or his designee. This investigative report will contain verified copies of all documents submitted by the applicant and obtained by the investigator during the course of the investigation.
7. Present the completed investigative file to the City of Blythe within 30 days of receiving the application, barring applicant failure to cooperate or holidays.
8. Attend and assist in the presentation of case results to city staff, elected officials or legal representatives as needed and permitted by privacy laws.
9. Assist in the preparation and attend any appeals proceedings deemed necessary by the Chief of Police or City Manager.
10. Provide assistance and expertise in the review of proposed security plans of cannabis business locations and any other services required by the City of Blythe that falls within our scope of services and expertise.

## **FEES/COST AND EXPENSES**

T. Ramos and Associates predicts, based on prior experience, cannabis business applicant background investigations will take approximately 30 to 40 hours of investigation and preparation. This estimation includes travel time and any required briefing with city officials.

T. Ramos and Associates will conduct complete cannabis background investigations for the City of Blythe for a cost of \$2,200.00 per case. This cost includes travel, supplies, information access fees and administrative support. This does not include live scan fees by the Blythe Police Department, the California Department of Justice and the Federal Bureau of Investigation. These fees should be paid by the applicant directly to the Blythe Police Department at the time of live scan fingerprinting.

Within the local ordinances and proposed state regulations, limited background checks are required for cannabis business employees who do not have ownership in the business itself. T. Ramos and Associates could, at the request of the City of Blythe, conduct limited public records searches and provide a written summary of this search to the city for a cost of \$400.00 each.

If a case requires extensive appeals hearings or litigation appearances above and beyond 40 hours, or if the city requires additional services, T. Ramos and Associates will charge the city a flat rate of \$100.00 an hour. This will only be done with the request and approval of the city manager or chief of police and on a case by case basis. A 4 hour minimum would apply in these rare circumstances and would include travel expenses and travel time.

A representative of T. Ramos and Associates will attend, at the request of the city manager or the chief of police, any city meetings, briefings or events and present information regarding our services and any other subject that is in the scope of our expertise to assist the city in providing information to stakeholders and the general public at no additional charge.

The above costs and services reflect an exclusive service proposal with the City of Blythe to conduct all required background investigations relating to the commercial cannabis industry in the city for the 12 month period following the signing of a service agreement between the City of Blythe and T. Ramos and Associates. After the 12 month period, the City of Blythe and T. Ramos and Associates have the right to extend, modify or cancel this service agreement.



**CITY OF BLYTHE  
CITY COUNCIL MEETING**

**STAFF REPORT**

**MEETING DATE:** October 13, 2020

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**SUBJECT:** Final Parcel Map 857-110-005  
**PRESENTED BY:** Mallory Crecelius, Interim City Manager  
**PREPARED BY:** Mallory Crecelius, Interim City Manager

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**RECOMMENDATION:** Council authorize the recordation of Parcel Map 857-110-005.

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**FISCAL IMPACT:** No direct fiscal impact. The property owner has submitted the Parcel Map to encourage the sale and development of the property.

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**BACKGROUND:** The City Council of the City of Blythe at its regularly scheduled meeting of March 24, 2020, conducted a public hearing and approved Tentative Parcel Map 857-110-005, being a request to allow the division of one (1) 21.72± acre parcel located at 1575 E. Chanslorway into four (4) separate parcels and one remainder parcel. Proposed Parcel No 1 is 5.36± acres in size. Proposed Parcel No. 2 and No. 3 are 5.46± acres in size. Proposed Parcel No. 4 is 3.99 ± acres in size. The remainder parcel is 1.33± acres in size. Each parcel has access from a dedicated and improved right-of-way. Both private and public utilities are in place. There are no variances or exceptions required for the land division. The proposal for the subdivision allows the applicant to convey each of the (subsequent) parcels as autonomous units.

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**STAFF REPORT:**

**Findings:**

1. Tentative Parcel Map 857-110-005 was approved, with conditions, by City Council Resolution No. 2020-008 on March 24, 2020.
2. Parcel Map 857-110-005 is in substantial compliance with the approved Tentative Parcel Map and is complaint with the conditions applied to the project.

Therefore it is recommended Council authorize staff to record Parcel Map 857-110-005.

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**ATTACHMENTS:**

1. Parcel Map 857-110-005.

IN THE CITY OF BLYTHE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**PARCEL MAP NO. 37991**

BEING A SUBDIVISION OF DESIGNATED REMAINDER PER TRACT MAP No. 30620, OFFICIAL RECORDS OF RIVERSIDE COUNTY, BEING PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 23 EAST, SAN BERNARDINO MERIDIAN.

Dynamic

**LEGAL DESCRIPTION:**  
THAT CERTAIN PARCEL OF LAND SHOWN AS "DESIGNATED REMAINDER" ON THE MAP OF TRACT NO. 30620 IN THE CITY OF BLYTHE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 372, PAGES 7, THROUGH 9 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**BASIS OF BEARINGS:**  
THE BASIS FOR THE SURVEY IS THE MERIDIAN WHICH IS THE BEARING OF THE SOUTH LINE OF THE DESIGNATED REMAINDER AS SHOWN ON THE MAP FILED IN BOOK 372, PAGES 7 THROUGH 9 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**SIGNATURE OMISSION STATEMENT:**  
THE SIGNATURES OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND INTERESTS LIMITED AS THEIR INTEREST CANNOT OPEN INTO A FEE AND SAID SIGNATURES ARE NOT REQUIRED BY THE OVERRING BODY.

[ 2 ] AN EASEMENT FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERE TO, AS GRANTED IN A DOCUMENT:  
GRANTED TO PALO VERDE METAL WATER COMPANY  
PURPOSE: OPERATE TELEPHONE LINES AND IRRIGATION DITCHES, CANALS, LATERAL  
AFFECTS: WATER—METS, FLUMES, PIPE LINES.  
RECORDED: AUGUST 18, 1908 IN BOOK 265, PAGE(S) 285 OF DEEDS  
AFFECTS: AS DESCRIBED THEREIN. (EASEMENT NOT PLOTTED HEREIN.)

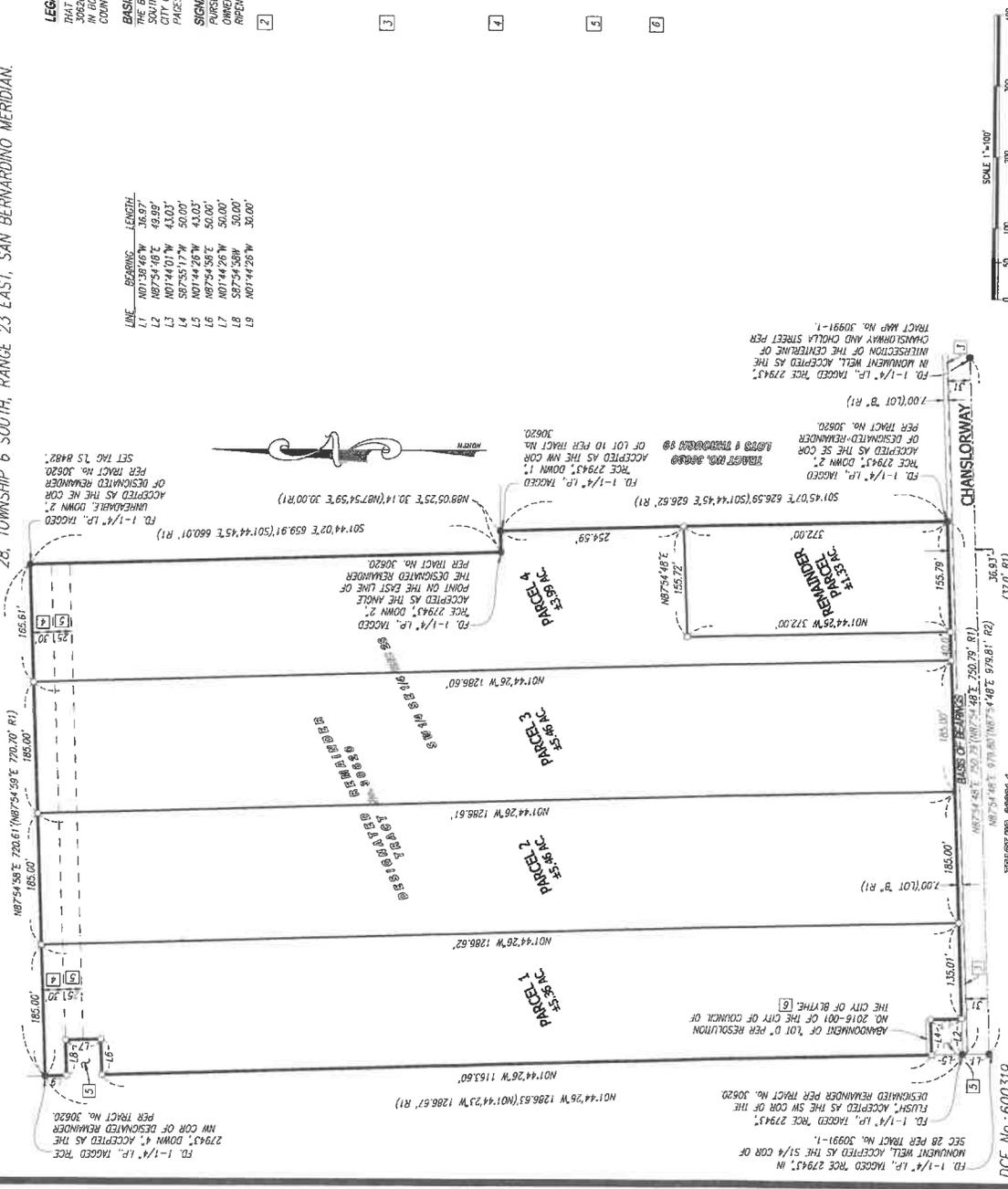
[ 3 ] AN EASEMENT FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERE TO, AS GRANTED IN A DOCUMENT:  
GRANTED TO THE NEWMAN-CALIFORNIA ELECTRIC CORPORATION  
PURPOSE: UTILITIES AND INCIDENTAL PURPOSES  
RECORDED: MARCH 2, 1937 IN BOOK 313, PAGE(S) 211 OF OFFICIAL RECORDS  
AFFECTS: AS DESCRIBED THEREIN. (THE CENTERLINE OF EASEMENT PLOTTED HEREIN.)

[ 4 ] AN EASEMENT FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERE TO, AS GRANTED IN A DOCUMENT:  
GRANTED TO HAZLET, A WELLS, A WADW  
PURPOSE: IRRIGATION DITCHES AND INCIDENTAL PURPOSES  
RECORDED: DECEMBER 13, 1991 AS INSTRUMENT NO. 432158 OF OFFICIAL RECORDS  
AFFECTS: AS DESCRIBED THEREIN. (EASEMENT PLOTTED HEREIN.)

[ 5 ] LAND OWNED BY THE CITY OF BLYTHE, CALIFORNIA AND/OR EASEMENT FOR INGRESS AND EGRESS AND FOR INSTALLATION OF PUBLIC UTILITIES BY THE CITY OF BLYTHE, CALIFORNIA ACCORDING TO DOCUMENT RECORDED AS INSTRUMENT NO. 2002-029588 DATED 01-17-2002. RECORDING DATE: MARCH 21, 2017. RECORDING NO. 2017-012493 OF OFFICIAL RECORDS.

[ 6 ] THE EFFECT OF RESOLUTION NO. 2016-001 OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA WHEREIN DECLARATION AND ORDER TO ABANDON ITS INTEREST IN GRANT DEED DOCUMENT RECORDED AS INSTRUMENT NO. 2002-029588 DATED 01-17-2002. RECORDING DATE: MARCH 21, 2017. RECORDING NO. 2017-012493 OF OFFICIAL RECORDS.

LINE	BEARING	LENGTH
L1	N01°38'49"W	30.00'
L2	N01°44'26"W	1286.62'
L3	N01°44'26"W	1286.62'
L4	S87°55'17"W	50.00'
L5	N01°44'26"W	1286.62'
L6	N01°44'26"W	1286.62'
L7	N01°44'26"W	1286.62'
L8	S87°55'17"W	50.00'
L9	N01°44'26"W	1286.62'





**CITY OF BLYTHE  
CITY COUNCIL MEETING**

**STAFF REPORT**

**MEETING DATE:** October 13, 2020

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**SUBJECT:** Introduction of an Ordinance to Repeal and Replace Chapter 2.04 of the Blythe Municipal Code Relating to the City Manager's Powers and Duties

**PRESENTED BY:** Mallory Crecelius, Interim City Manager

**PREPARED BY:** Brittany Roberto, Assistant City Attorney

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**RECOMMENDATION:** It is recommended that the City Council introduce for first reading, by title only, waiving further reading, Ordinance No. 904-20.

***ORDINANCE NO. 904-20. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, REPEALING AND REPLACING CHAPTER 2.04 (CITY MANAGER) OF THE BLYTHE MUNICIPAL CODE***

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**FISCAL IMPACT:** None.

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**BACKGROUND:** California Government Code section 40602 generally requires the Mayor to execute all contracts on behalf of the City unless the City Council, by ordinance, gives signature authority to a city officer, which is generally the City Manager and/or Purchasing Agent.

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**STAFF REPORT:** For compliance with Government Code section 40602 and in an effort to have contracts and other official documents executed in a timely manner, this ordinance is being offered to clearly set forth when the City Manager may execute documents on behalf of the City.

The attached ordinance provides the City Manager with the authority to sign contracts on behalf of the City that are within his/her purchasing authority. In addition, it also provides that the City Council may delegate the authority to sign any other document to the City Manager by appropriate Council action.

In addition to expressly outlining the City Manager's signature authority, the ordinance also makes other updates and clarifying changes throughout Chapter 2.04. The proposed changes to Chapter 2.04 are reflected in track change format in Attachment 2, with additions in underline format and deletions in strikethrough format.

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**ATTACHMENTS:**

1. Ordinance No. 904-20
2. Redline of Chapter 2.04

**ORDINANCE NO. 904-20**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, REPEALING AND REPLACING CHAPTER 2.04 (CITY MANAGER) OF THE BLYTHE MUNICIPAL CODE**

**WHEREAS**, California Government Code section 40602 generally requires the Mayor to execute all contracts on behalf of the City unless the City Council, by ordinance, gives signature authority to a City officer; and

**WHEREAS**, the City Council believes that it is in the best interest of the City to have contracts executed expeditiously after being approved by the City Council; and

**WHEREAS**, it is appropriate to authorize the City Manager to execute contracts on behalf of the City when directed by the City Council, or as provided for by ordinance; and

**WHEREAS**, Chapter 2.04 (City Manager) of the Blythe Municipal Code was adopted in 1967; and

**WHEREAS**, since its adoption in 1967, only a few provisions of Chapter 2.04 have been amended; and

**WHEREAS**, the City Council desires to repeal and replace Chapter 2.04 of the Blythe Municipal Code to add express signature authority for the City Manager and to make certain updates and clarifying changes to the provisions relating to the City Manager; and

**WHEREAS**, all legal prerequisites prior to the adoption of this Ordinance have occurred.

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

**SECTION 1.** The above recitals are true and correct and are incorporated herein as if set forth herein in full.

**SECTION 2.** Chapter 2.04 (City Manager) of the Blythe Municipal Code is hereby deleted in its entirety and replaced as follows:

**Chapter 2.04 - CITY MANAGER**

2.04.010 - Office created.

The office of the city manager is created and established. The city manager shall be appointed by the city council wholly on the basis of his or her administrative and executive ability and qualifications and shall hold office at and during the pleasure of the city council.

2.04.020 - Eligibility restriction.

No person elected as a member of the city council shall, subsequent to such election, be eligible for appointment as city manager until one year has elapsed after such council member has ceased to be a member of the city council.

2.04.030 - Bond.

The city manager shall furnish a corporate surety bond, to be approved by the city council in such sum as may be determined by the city council. The bond shall be conditioned upon the faithful performance of the duties imposed upon the city manager as prescribed in this chapter. Any premium for such bond shall be a proper charge against the city.

2.04.040 - Compensation.

The city manager shall receive such compensation and expense allowances as the city council from time to time determines and fixes, and said compensation and expenses shall be a proper charge against such funds of the city as the city council designates.

The city manager shall be reimbursed for all sums necessarily incurred or paid by him or her in the performance of his or her duties or incurred when traveling on business pertaining to the city under direction of the city council. Reimbursement shall only be made, however, when a verified, itemized claim, setting forth the sums expended for such business for which reimbursement is requested, has been presented to and approved by the city council.

2.04.050 - Temporary manager.

In case of the absence of the city manager, or his or her temporary disability to act as such, the city council may appoint a manager pro tempore, who shall possess the powers and discharge the duties of the city manager during such absence or disability only; provided, however, that a manager pro tempore shall have no authority to appoint or remove any city officer or employee except with the concurrence of the city council.

2.04.060 - Powers and duties—Generally.

- A. The city manager shall be the administrative head of the government of the city under the direction and control of the city council, except as otherwise provided in this chapter. The city manager shall be responsible for the efficient administration of all the affairs of the city which are under his or her control.
- B. In addition to the city manager's general powers as administrative head, and not as a limitation thereon, the city manager shall have the powers and duties set forth in this chapter.

2.04.070 - Powers and duties—Law enforcement.

It shall be the duty of the city manager to enforce all laws and ordinances of the city and to see that all franchises, contracts, permits and privileges granted by the city council are faithfully observed.

2.04.080 - Powers and duties—Authority over employees.

It shall be the duty of the city manager, and he or she shall have the authority, control, order and give directions to all heads of departments and to subordinate officers and employees of the city under his or her jurisdiction through their department heads.

2.04.090 - Powers and duties—Power of appointment—Department head contracts.

- A. It shall be the duty of the city manager to appoint, remove, promote, discipline, and demote any and all officers and employees of the city, provided that the appointment, removal, promotion and demotion of department heads requires prior approval of the city council. Nothing in this section shall give the city manager the power to appoint, remove, promote, demote or execute contracts with the city clerk, the city attorney or the city treasurer.
- B. All department heads are at-will employees, and may be removed or suspended by the city manager accordingly. Prior to assuming a position, all department heads shall enter into a written agreement with the city, signed by the city manager. The contract shall affirm the department head's at-will status, establish compensation, the term of the agreement, and the means of termination. The contract shall be prepared by the city attorney, and approved by the city council. This section shall only apply prospectively, to persons filling department head positions from the effective date of this ordinance.

For purposes of this section, the term "department head" shall include each of the following positions:

- 1. Police chief;
- 2. Fire chief;
- 3. Finance director;
- 4. Public works director;
- 5. Planning director;
- 6. City engineer;
- 7. Any future position determined at the time to have "department head" status.

2.04.100 - Powers and duties—Reorganization.

It shall be the duty and responsibility of the city manager to recommend to the city council such reorganization of offices, positions, departments or units under his or her direction as may be indicated in the interest of efficient, effective and economical conduct of the city's business.

2.04.110 - Powers and duties—Recommendation of ordinances.

It shall be the duty of the city manager to recommend to the city council for adoption such measures and ordinances as the city manager deems necessary or expedient.

2.04.120 - Powers and duties—Attendance at council meetings.

It shall be the duty of the city manager to attend all meetings of the city council unless excused therefrom by the city council, except when his or her removal is under consideration.

2.04.130 - Powers and duties—Financial reports.

It shall be the duty of the city manager to keep the city council at all times fully advised as to the financial conditions and needs of the city.

2.04.140 - Powers and duties—Budget.

It shall be the duty of the city manager to prepare and submit the proposed annual budget and the proposed annual salary plan to the city council for its approval.

2.04.150 - Powers and duties—Purchasing agent.

It shall be the duty of the city manager and the city manager shall have the power to purchase all supplies for all of the departments or divisions of the city. No expenditures shall be submitted or recommended to the city council except on report and approval of the city manager.

2.04.160 - Powers and duties—Investigations.

It shall be the duty of the city manager to make investigations into the affairs of the city and any department or division thereof, and any contract or the proper performance of any obligations of the city.

2.04.170 - Powers and duties—Investigation of complaints—Supervision of franchises and permits.

It shall be the duty of the city manager to investigate all complaints in relation to matters concerning the administration of the city government and in regard to the service maintained by public utilities in the city, and see that all franchises and permits granted by the city are faithfully performed and observed.

2.04.180 - Powers and duties—Supervision of public buildings.

It shall be the duty of the city manager to exercise general supervision over all public buildings, public parks and all other public property which are under the control and jurisdiction of the city council.

2.04.190 - Powers and duties—Hours of employment.

It shall be the duty of the city manager to devote the city manager's entire time to the duties of his or her office and the interests of the city.

2.04.200 - Powers and duties—Performance of additional duties.

It shall be the duty of the city manager to perform such other duties and exercise such powers as may be delegated to him or her from time to time by ordinance or resolution or other action of the city council.

2.04.210 - Powers and duties—Council-manager relations.

The city council and its members shall deal with the administrative services of the city only through the city manager, except for the purpose of inquiry, and neither the city council nor any member thereof shall give orders to any subordinates of the city manager. The city manager shall take his or her orders and instructions from the city council only when sitting in a duly held meeting of the city council and no individual council member shall give any orders or instructions to the city manager.

2.04.220 - Powers and duties—Departmental cooperation.

It shall be the duty of all subordinate officers and the city clerk, city treasurer and city attorney to assist the city manager in administering the affairs of the city efficiently, economically and harmoniously so far as may be consistent with their duties as prescribed by law and ordinances of the city.

2.04.230 - Powers and duties—Attendance at commission meetings.

The city manager may attend any and all meetings of any commissions, boards or committees created by the city council upon his or her own volition or upon direction of the city council. At such meetings which the city manager attends, he or she shall be heard by such commissions, boards or committees as to all matters upon which he or she wishes to address the members thereof, and he or she shall inform said members as to the status of any matter being considered by the city council and he or she shall cooperate to the fullest extent with the members of all commissions, boards or committees appointed by the city council.

2.04.240 - Powers and duties—Perpetual inventory.

The city manager shall have the duty to have maintained a perpetual inventory of all city property.

2.04.250 - Powers and duties—Signature authority.

The city manager shall have the power and authority to execute documents as provided in California Government Code section 40602 whenever such documents are within the city manager's purchasing authority or have been approved by the city council for execution by the city manager by resolution, motion, minute order or other appropriate action.

2.04.260 - Limitation of powers.

The city manager shall act as agent for the city in the discharge of its administrative functions, but shall not exercise any policy-making or legislative functions nor attempt to commit or bind the city council to any action, plan or program requiring action by the city council.

2.04.270 - Method of discharging duties.

In the discharge of his or her duties, the city manager shall endeavor at all times to exercise the highest degree of tact, patience and courtesy in his or her contacts with the public and with all city officers and employees, to the end that the highest possible standards of public service be continuously maintained.

2.04.280 - City manager agreement.

The city manager shall enter into a written agreement with the city wherein his or her compensation, the term of his or her agreement and means of termination shall be set forth. Such agreement shall be approved by a majority of the city council. Nothing contained in said agreement shall supersede the provisions of this Chapter 2.04 of the Blythe Municipal Code.

2.04.290 - Removal of city manager.

The removal of the city manager shall be effected only on a majority vote of the whole city council. In removing the city manager, the city council shall use its uncontrolled discretion and its action shall be final and shall not depend upon any particular showing or degree of proof. Unless otherwise provided in the agreement with the city manager, the city manager shall be entitled to no hearing nor shall the city manager be entitled to a statement of reasons for his or her termination.

**SECTION 3. Environmental Compliance.** The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance may have a significant effect on the environment. The Ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations.

**SECTION 4. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Blythe hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or

portions be declared invalid or unconstitutional.

**SECTION 5. Effective Date.** This Ordinance shall take effect thirty (30) days after its final passage.

**SECTION 6. Certification.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2020.

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Dale Reynolds  
Mayor

ATTEST:

\_\_\_\_\_  
Mallory Crecelius  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Brittany E. Roberto  
Assistant City Attorney

## Chapter 2.04 - CITY MANAGER

## 2.04.010 - Office created.

The office of the city manager is created and established. The city manager shall be appointed by the city council wholly on the basis of his or her administrative and executive ability and qualifications and shall hold office ~~for at~~ and during the pleasure of the city council.

## 2.04.0230 - Eligibility restriction.

No person elected as a member of the city council ~~man of the city~~ shall, subsequent to such election, be eligible for appointment as city manager until one year has elapsed after such council member has ceased to be a member of the city council.

## 2.04.0340 - Bond.

The city manager shall furnish a corporate surety bond, to be approved by the city council in such sum as may be determined by the city council. The bond shall be conditioned upon the faithful performance of the duties imposed upon the city manager as prescribed in this chapter. Any premium for such bond shall be a proper charge against the city.

## 2.04.0450 - Compensation.

The city manager shall receive such compensation and expense allowances as the city council from time to time determines and ~~fixes by resolution~~, and said compensation and expenses shall be a proper charge against such funds of the city as the city council designates.

The city manager shall be reimbursed for all sums necessarily incurred or paid by him or her in the performance of his or her duties or incurred when traveling on business pertaining to the city under direction of the city council. Reimbursement shall only be made, however, when a verified, itemized claim, setting forth the sums expended for such business for which reimbursement is requested, has been presented to and approved by the city council ~~for approval~~.

## 2.04.0560 - Temporary manager.

In case of the absence of the city manager, or his or her temporary disability to act as such, the city council ~~shall~~ may appoint a manager pro tempore, who shall possess the powers and discharge the duties of the city manager during such absence or disability only; provided, however, that a manager pro tempore shall have no authority to appoint or remove any city officer or employee except with the concurrence of the city council.

## 2.04.0670 - Powers and duties—Generally.

- A. The city manager shall be the administrative head of the government of the city under the direction and control of the city council, except as otherwise provided in this chapter. ~~He~~ The city manager shall be responsible for the efficient administration of all the affairs of the city which are under his or her control.
- B. In addition to the city manager's ~~his~~ general powers as administrative head, and not as a limitation thereon, ~~it shall be his duty and the city manager~~ he shall have the powers and duties set forth in the Sections 2.04.080 through 2.04.320 ~~this chapter~~.

## 2.04.0780 - Powers and duties—Law enforcement.

It shall be the duty of the city manager to enforce all laws and ordinances of the city and to see that all franchises, contracts, permits and privileges granted by the city council are faithfully observed.

## 2.04.0890 - Powers and duties—Authority over employees.

It shall be the duty of the city manager, and he or she shall have the authority, control, order and give directions to all heads of departments and to subordinate officers and employees of the city under his or her jurisdiction through their department heads.

## 2.04.09400 - Powers and duties—Power of appointment—Department head contracts.

- A. ~~Subject to prior approval of the council,~~ it shall be the duty of the city manager to appoint, remove, promote, discipline, and demote any and all officers and employees of the city, provided that the appointment, removal, promotion and demotion of including department heads requires prior approval of the city council. Nothing in this section shall give the city manager the power to appoint, remove, promote, demote or execute contracts with the city clerk, the city attorney or the city treasurer.
- B. All department heads are at-will employees, and may be removed or suspended by the city manager accordingly. Prior to assuming a position, all department heads shall enter into a written agreement with the city, signed by the city manager. The contract shall affirm the department head's at-will status, establish compensation, the term of the agreement, and the means of termination. The contract shall be prepared by the city attorney, and approved by the city council. This section shall only apply prospectively, to persons filling department head positions from the effective date of this ordinance.

For purposes of this section, the term "department head" shall include each of the following positions:

- ~~1.~~ 4. Police chief;
- ~~4.~~ 2. Fire chief;
- ~~2.~~ 3. Finance director;
- ~~3.~~ 4. Public works director;
- ~~4.~~ 5. Planning director;
- ~~5.~~ 6. City engineer;
- ~~6.~~ 7. Any future position determined at the time to have "department head" status.

## 2.04.1040 - Powers and duties—Reorganization.

It shall be the duty and responsibility of the city manager to recommend to the city council such reorganization of offices, positions, departments or units under his or her direction as may be indicated in the interest of efficient, effective and economical conduct of the city's business.

## 2.04.1120 - Powers and duties—Recommendation of ordinances.

It shall be the duty of the city manager to recommend to the city council for adoption such measures and ordinances as the city manager ~~he~~ deems necessary or expedient.

## 2.04.1230 - Powers and duties—Attendance at council meetings.

It shall be the duty of the city manager to attend all meetings of the city council unless excused therefrom by the city council, except when his or her removal is under consideration.

## 2.04.1340 - Powers and duties—Financial reports.

It shall be the duty of the city manager to keep the city council at all times fully advised as to the financial conditions and needs of the city.

## 2.04.1450 - Powers and duties—Budget.

It shall be the duty of the city manager to prepare and submit the proposed annual budget and the proposed annual salary plan to the city council for its approval.

2.04.1560 - Powers and duties—Purchasing agent.

It shall be the duty of the city manager and ~~he shall be responsible for the~~ the city manager shall have the power to purchase of all supplies for all of the departments or divisions of the city. No expenditures shall be submitted or recommended to the city council except on report and approval of the city manager.

2.04.1670 - Powers and duties—Investigations.

It shall be the duty of the city manager to make investigations into the affairs of the city and any department or division thereof, and any contract or the proper performance of any obligations of the city.

2.04.1780 - Powers and duties—Investigation of complaints—Supervision of franchises and permits.

It shall be the duty of the city manager to investigate all complaints in relation to matters concerning the administration of the city government and in regard to the service maintained by public utilities in the city, and see that all franchises and permits granted by the city are faithfully performed and observed.

2.04.1890 - Powers and duties—Supervision of public buildings.

It shall be the duty of the city manager to exercise general supervision over all public buildings, public parks and all other public property which are under the control and jurisdiction of the city council.

2.04.19200 - Powers and duties—Hours of employment.

It shall be the duty of the city manager to devote the city manager's ~~his~~ entire time to the duties of his or her office and ~~in~~ the interests of the city.

2.04.2040 - Powers and duties—Performance of additional duties.

It shall be the duty of the city manager to perform such other duties and exercise such powers as may be delegated to him or her from time to time by ordinance or resolution or other action of the city council.

2.04.2120 - Powers and duties—Council-manager relations.

The city council and its members shall deal with the administrative services of the city only through the city manager, except for the purpose of inquiry, and neither the city council nor any member thereof shall give orders to any subordinates of the city manager. The city manager shall take his or her orders and instructions from the city council only when sitting in a duly held meeting of the city council and no individual council ~~member~~ man shall give any orders or instructions to the city manager.

2.04.2230 - Powers and duties—Departmental cooperation.

It shall be the duty of all subordinate officers and the city clerk, city treasurer and city attorney to assist the city manager in administering the affairs of the city efficiently, economically and harmoniously so far as may be consistent with their duties as prescribed by law and ordinances of the city.

2.04.2340 - Powers and duties—Attendance at commission meetings.

The city manager may attend any and all meetings of any commissions, boards or committees created by the city council upon his or her own volition or upon direction of the city council. At such meetings which the city manager attends, he or she shall be heard by such commissions, boards or committees as to all matters upon which he or she wishes to address the members thereof, and he or she shall inform said members as to the status of any matter being considered by the city council and he or she shall cooperate

to the fullest extent with the members of all commissions, boards or committees appointed by the city council.

2.04.2450 - Powers and duties—Perpetual inventory.

The city manager shall have the duty to have maintained a perpetual inventory of all city property.

2.04.250 - Powers and duties—Signature authority.

The city manager shall have the power and authority to execute documents as provided in California Government Code section 40602 whenever such documents are within the city manager's purchasing authority or have been approved by the city council for execution by the city manager by resolution, motion, minute order or other appropriate action.

2.04.2660 - Limitation of powers.

The city manager shall act as agent for the city in the discharge of its administrative functions, but shall not exercise any policy-making or legislative functions nor attempt to commit or bind the city council to any action, plan or program requiring action by the city council.

2.04.2770 - Method of discharging duties.

In the discharge of his or her duties, the city manager shall endeavor at all times to exercise the highest degree of tact, patience and courtesy in his or her contacts with the public and with all city officers and employees, to the end that the highest possible standards of public service be continuously maintained.

2.04.2880 - City manager agreement.

The city manager shall enter into a written agreement with the city wherein his or her compensation, the term of his or her agreement and means of termination shall be set forth. Such agreement shall be ~~signed by the city manager, approved by a majority of the city council and thereafter signed by the city.~~ Nothing contained in said agreement shall supersede the provisions of this Chapter 2.04 of the Blythe Municipal Code.

2.04.290290 - Removal of city manager.

~~The city manager shall serve at the will and discretion of the city council.~~ The removal of the city manager shall be effected only on a majority vote of the whole city council. In removing the city manager, the city council shall use its uncontrolled discretion and its action shall be final and shall not depend upon any particular showing or degree of proof. Unless otherwise provided in the agreement with the city manager, the city manager shall be entitled to no hearing nor shall the city manager be entitled to a statement of reasons for his or her termination.



**CITY OF BLYTHE  
CITY COUNCIL MEETING**

**STAFF REPORT**

**MEETING DATE:** October 13, 2020

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**SUBJECT:** Well No. 18 Emergency Repairs

**PRESENTED BY:** Daniel Ojeda, Interim Public Works Director /City Engineer

**PREPARED BY:** Daniel Ojeda, Interim Public Works Director/City Engineer

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**RECOMMENDATION:** Authorize staff to issue a Purchase Order in an amount not to exceed \$39,000 for the necessary repairs to City of Blythe water well No. 18.

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**FISCAL IMPACT:** \$39,000.00 from Wells and Reservoirs, Contingency Account No. 410-00-437-32-659-000.

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**BACKGROUND:** Well No.18 is located on east Chanslorway and is west of the City Water Treatment Plant and it produces about 50% of the water for the Water Treatment Plant. The Well is currently 13 years old and since the beginning of August 2020, it has dropped in production on a weekly basis. It normally produces about 1600 gallons per minute and as of October 1<sup>st</sup>. 2020, production has dropped to 900 gallons per minute. As such the repairs for Well No. 18 are extremely critical for the overall City of Blythe's water production and need to be considered an emergency and completed as soon as possible.

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**STAFF REPORT:** The estimated cost for the repairs which includes the replacement of the well pump is \$33,232.74, plus an additional 15% contingency for an estimated total of \$39,000.00. The delivery time for the new pump will be a minimum of ten weeks. Therefore, it is extremely critical that the proposed funding for the repairs is approved ASAP. Finally, it is imperative that the repairs are completed while the City's water consumption is at its lowest, which usually is in the annual calendar months of December and January.

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**ATTACHMENTS:**

1. AZCA Drilling and Pump, Inc; Quote for necessary parts, labor, and equipment to repair Well No. 18 as described therein.

AZCA DRILLING & PUMP, INC.

P.O. BOX 570  
 EHRENBERG, AZ 85334  
 AZ LIC. A 135159, DRL LIC#621  
 CA LIC. A C57, HAZ-753077

# Estimate

Date	Estimate #
9/23/2020	4256

Name / Address
CITY OF BLYTHE 440 S. MAIN ST. BLYTHE, CA. 92225

## AZCA

### Drilling & Pump, Inc

P.O. Box 570-50078 Parker-Poston Rd. # 104  
 Ehrenberg, AZ 85334

Phone & Fax 928-923-9118  
 Cell 520-631-8171  
 Home 928-923-7965  
 Marana Office 520-682-2566

**Larry Siddall**  
 azcadrilling@aol.com

AZ LIC. A.135159, AZ Drill Lic. 621, CA Lic. A. C57, HAZ-753077

P.O. No.	Project

Description	Qty	Rate	Total
<p>*****NOTE*****REVI                      SED PRICING PER YOUR REQUEST THIS AM (9/28/20) FOR                      THE PRICING TO BE AS WANTED IN THE ORIGINAL                      SPECIFICATIONS*****QUOTATION                      REQUESTED BY STEVE FOLEY FOR (1) OF YOUR (2)                      PRODUCTION WELLS ADJACENT TO THE CITY WTP ON                      EAST CHANSELMORWAY. PLEASE NOTE THAT THIS QUOTE                      IS BASED UPON ACCESS FOR A RIG TO THE WELL SITE                      WITH WORKABLE ROOM. AT PRESENT, WITHOUT CITY                      MODIFICATIONS THAT IS NOT POSSIBLE. ALSO THE                      QUOTE IS BASED UPON PUMP AND COLUMN REMOVAL                      AND ASSESSMENT OF THE REPAIR PARTS NECESSARY.                      IN THE QUOTE IS A PRICE FOR A NEW BOWL ASSEMBLY                      BASED UPON THE ORIGINAL DESIGN AND INSTALLATION                      ON OR ABOUT JANUARY OF 2010. PLEASE NOTE THAT                      THE INSTALL WAS WITH 12" STAINLESS STEEL CASING                      AND A GOOD PROBABILITY OF THAT WATER LUBE                      CASING NOT UNSCREWING DO TO GALDING OF THE                      THREADS WITH WOULD BE AN EXTRA ON A TIME AND                      MATERIAL BASIS. THANKS, LARRY SIDDALL                      MOB/DEMOB</p>			
LABOR - PUMP REMOVAL	1	1,500.00	1,500.00
50 TON PUMP RIG	36	103.00	3,708.00
14RJMC-2STG BOWL PER ORDER OF 1/10/06	12	125.00	1,500.00
FREIGHT IN	1	11,515.00	11,515.00T
LABOR - REINSTALL	1	1,168.75	1,168.75T
	36	103.00	3,708.00
<b>Subtotal</b>			
<b>Sales Tax (7.75%)</b>			
<b>Total</b>			

*Delivery - 10 Weeks*

Phone #
(928) 923-9118

E-mail
AZCADRILLING@AOL.COM

AZCA DRILLING & PUMP, INC.

# Estimate

P.O. BOX 570  
 EHRENBERG, AZ 85334  
 AZ LIC. A 135159, DRL LIC#621  
 CA LIC. A C57, HAZ-753077

Date	Estimate #
9/23/2020	4256

Name / Address
CITY OF BLYTHE 440 S. MAIN ST. BLYTHE, CA. 92225

Ship To
CITY OF BLYTHE BLYTHE, CA. 92225

P.O. No.	Project

Description	Qty	Rate	Total
50 TON PUMP RIG	12	125.00	1,500.00
DRILLING INCOME CHANGE ORDER	1	7,650.00	7,650.00
*****ADDED PER YOUR REQUEST FOR BUILD TO BE AS THE ORIGINAL SPECS*****			
*****NOTE*****ALL MATERIALS FOR REINSTALL OR ANY OTHER WORK WOULD BE ON A TIME AND MATERIAL BASIS. THANKS, LARRY SIDDALL			
<b>Subtotal</b>			\$32,249.75
<b>Sales Tax (7.75%)</b>			\$982.99
<b>Total</b>			\$33,232.74

Phone #
(928) 923-9118

E-mail
AZCADRILLING@AOL.COM

