

BLYTHE CITY COUNCIL



AGENDA

MAY 10, 2016

6:00 P.M.

Joseph "Joey" DeConinck, Mayor
Timothy "Tim" Wade, Vice Mayor
Oscar Galvan, Councilman
Dale S. Reynolds, Councilman
Eric Egan, Councilman
Mallory Sutterfield, Interim City Manager/City Clerk
Baron Bettenhausen, City Attorney

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



**CITY OF BLYTHE
CITY COUNCIL MEETING
May 10, 2016
5:00pm**

CALL TO ORDER

ROLL CALL

Mayor DeConinck
Vice Mayor Wade
Councilman Galvan
Councilman Reynolds
Councilman Egan

Interim City Manager/ City Clerk Crecellius
City Attorney Bettenhausen
City Treasurer/Interim Finance Director Elms
Police Chief Wade

Planner Burrow
Public Works Director Baldizzone

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.

EXECUTIVE SESSION:

1. **Potential Litigation**, Pursuant to Government Code Section 54956.9, one case.
2. **Personnel**, Pursuant to Government Code Section 54957, City Manager Recruitment.
3. **Labor Negotiations**, Pursuant to Government Code Section 54957.6, all Units.
4. **Labor Negotiations**, Pursuant to Government Code Section 54957.6, Sworn Unit.

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 Sutterfield at (760)922-6161 EXT. 237. 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
May 10, 2016
6:00pm

CALL TO ORDER

ROLL CALL

Mayor DeConinck
Vice Mayor Wade
Councilman Galvan
Councilman Reynolds
Councilman Egan

Interim City Manager/City Clerk Crecelius
City Treasurer/Interim Finance Director Elms
Public Works Director Baldizzone
City Attorney Bettenhausen

Police Chief Wade
Planner Burrow

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 OUT FROM CLOSED SESSION:

PROCLAMATION- (Items 1-3)

1. **National Police Week, May 15-21, 2016.**
2. **May is Building Safety Month**
3. **May is Mental Health Month**

CONSENT CALENDAR- (Items 4- 13) All matters listed under Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time of voting on the motion unless members of the Council or staff request specific items be discussed and/or removed from the Consent Calendar for separate action.

4. **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, May 6, 2016.
5. **Approval of the Warrant Register.**
Recommendation: Approve **5/10/16**, warrants numbered 64066 through 64067 in the amount of \$2,105.33; **5/10/16**, warrants numbered 64068 through 64166 and 64167 through 64181 in the amount of \$214,23.99 and **5/10/16**, warrants numbered 64182 through 64258 and 64259 in the amount of \$279,643.79.
6. **Approval of the Payroll Register.**
Recommendation: Approve **5/10/16**, warrants numbered 48227 through 48252 and Direct Deposits numbered 36534 through 36588 in the amount of \$232,009.38; **5/10/16**, warrants numbered 48253 through 48267 in the amount of \$6,567.30; **5/10/16**, warrants numbered 48268 through 48288 and Direct Deposits numbered 36589 through 36643 in the amount of

Any writings or documents provided to a majority of the City Council regarding any item on this Agenda will be made available for Public inspection in the City Clerk's Office at City Hall, 235 N. Broadway, Blythe, California, and the information counter of the Palo Verde Valley District Library located at 125 W. Chanslorway, Blythe, California, during normal business hours. In addition such writings and documents will be posted on the City's website: www.cityofblythe.ca.gov.

\$197,111.14; 5/10/16, warrants numbered 48289 through 48292 in the amount of \$13,526.26 and 5/10/16, warrants numbered 48293 through 48302 and Direct Deposits numbered 36644 through 36740 in the amount of \$68,808.49.

7. **Minutes of the April 12, 2016 City Council Meeting.**
Recommendation: Approve the Minutes of the April 12, 2016 Meeting.
8. **City of Blythe Permits Issued in April 2016.**
Recommendation: Receive and file this monthly report.
9. **City of Blythe Fire Department Monthly Activity Report for April 2016.**
Recommendation: Receive and file this monthly report.
10. **Annual Consumer Price Index and Landfill Rate Adjustment.**
Recommendation: Approve the annual rate adjustment submitted by CR&R.
11. **Investment Report for Third Quarter (FY 2015/16).**
Recommendation: Receive and File this quarterly report.
12. **Agreement for Animal Shelter Services.**
Recommendation: Approve the annual agreement between the County of Riverside and City of Blythe for Animal Shelter Services.
13. **Surplus Items at the Recreation Center.**
Recommendation: Deem certain items at the Recreation Center Surplus in order to sell them at auction or by sealed bids.

PUBLIC HEARING: (Items 14-15)

14. **Amendments to the Parking Ordinance.**
Recommendation: Subsequent to the Public Hearing, continue this item to the June 14th City Council Meeting.
15. **Annual Assessment for Lighting District Nos. 1 and 2.**
Recommendation: Subsequent to the Public Hearing Adopt the following Resolutions:

RESOLUTION NO. 2016-012. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE AMENDING AND/OR APPROVING THE REPORT OF THE ENGINEER REGARDING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF BLYTHE LIGHTING DISTRICT NO. 1 FOR FISCAL YEAR 2016-2017.

RESOLUTION NO. 2016-013. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE AMENDING AND/OR APPROVING THE REPORT OF THE ENGINEER REGARDING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF BLYTHE LIGHTING DISTRICT NO. 2 FOR FISCAL YEAR 2016-2017.

RESOLUTION NO. 2016-014. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE CONFIRMING A DIAGRAM AND ASSESSMENT, ORDERING THE IMPROVEMENTS AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN CITY OF BLYTHE LIGHTING DISTRICT NO. 1 FOR FISCAL YEAR 2016-17 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE.

RESOLUTION NO. 2016-015. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE CONFIRMING A DIAGRAM AND ASSESSMENT, ORDERING THE IMPROVEMENTS AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN CITY OF BLYTHE LIGHTING DISTRICT NO. 2 FOR FISCAL YEAR 2016-17 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE.

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NEW BUSINESS: (Items 16-19)

16. **Letter of Public Convenience and Necessity.**
Recommendation: Approve a letter supporting the issuance of an Off-Sale General Alcoholic Beverage License within Census Tract No. 0462.00 to Ghassan Nasssar, 301 S. 7th Street with full knowledge of the undue concentration provision as outlined by the ABC.
17. **Utility Cost Management Agreement.**
Recommendation: Authorize the City Manager to enter into a three year agreement with Utility Cost Management LLC for utility bill auditing services.
18. **Discount for Quechan Park Annual Pass.**
Recommendation: Authorize a discounted rate of \$125 for Quechan Park Annual Passes purchased between now and June 30th. Discounted passes will be good from date of purchase through June 30, 2017.
19. **Acceptance of a Donation of Concrete from Crawford and Associates.**
Recommendation: Accept the generous donation of 13 cubic yards of concrete from Crawford and Associates used for the Alexander Field Fence Improvement Project.

WRITTEN COMMUNICATION: None

SUCCESSOR AGENCY: None

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.)

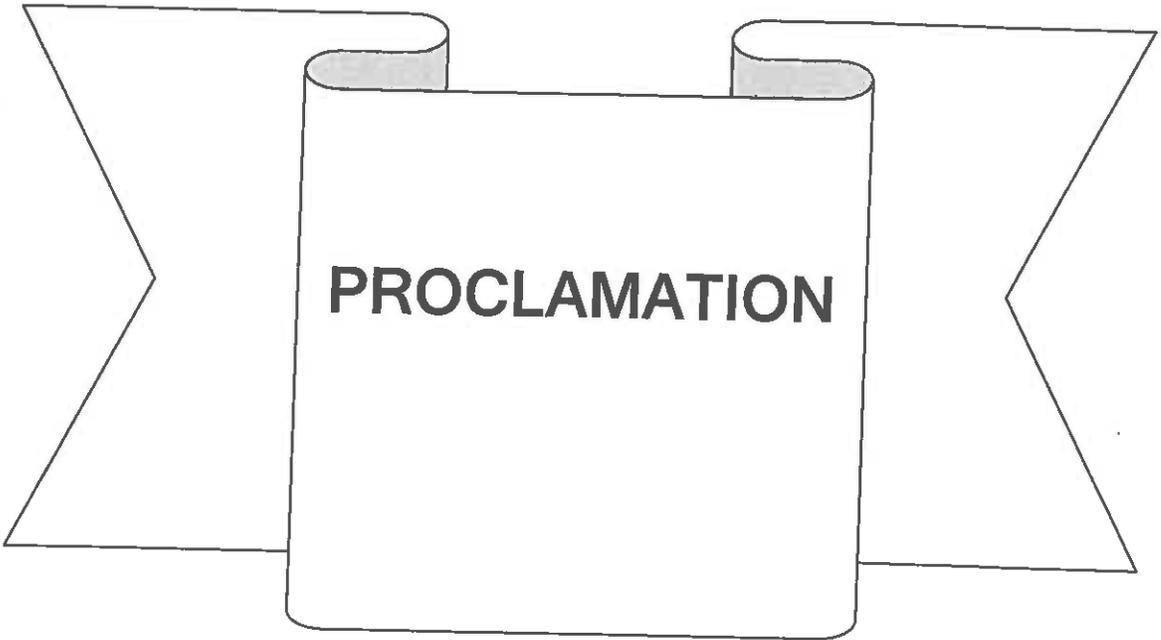
PUBLIC COMMENT Public comments will be allowed on matters not appearing on the agenda, but within Council/Blythe Successor Agency jurisdiction. Speakers are asked to identify themselves by stating their name and address for the record. Comments shall be limited to 3 minutes in duration.

ADJOURNMENT The next meeting will be held on June 14, 2016, at 6:00 p.m. in the Council Chamber, 235 N. Broadway, Blythe, California.

NOTE TO THE PUBLIC:

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CITY OF BLYTHE



Proclamation

National Police Week 2016

To recognize National Police Week 2016 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Blythe Police Department, and

WHEREAS, there have been 15,725 assaults against law enforcement officers in 2014, resulting in approximately 13,824 injuries; and

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, 252 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 123 officers killed in 2015 and 129 officers killed in previous years;

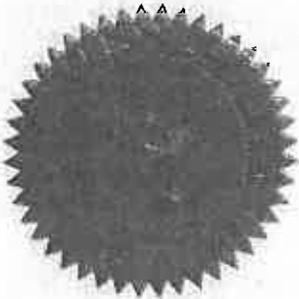
WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 28th Annual Candlelight Vigil, on the evening of May 13, 2016; and

WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this year on May 15-21, but as May 15, 2016 falls on a Sunday, some events will take place prior to the official dates of Police Week 2016; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. Flags should be flown at half staff.

THEREFORE, BE IT RESOLVED that I, Mayor Joseph DeConinck along with the Blythe City Council, formally declare May 15-21, 2016, as Police Week in the City of Blythe California, and publicly salute the service of law enforcement officers in our community and in communities across the nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Blythe, California, to be affixed this 10TH day of May, 2016.



Joseph DeConinck 5-10-16
Mayor Dated

CITY OF BLYTHE



Proclamation

**BUILDING SAFETY MONTH
MAY 2016**

WHEREAS, our City's continuing efforts to address the critical issues of safety, energy efficiency, water conservation, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that the structures in which we live, work and play are safe and sound; and

WHEREAS, the safety of the buildings we occupy daily is the primary concern and function of the Blythe Building, Safety and Code Enforcement Department, who emphasize the importance of safe construction and the role of maintenance of safe buildings in our community; and

WHEREAS, for construction and building codes to be effective and enforced, understanding and cooperation must exist between code officials and the people whom they serve; and

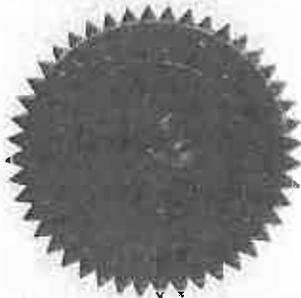
WHEREAS, cities and counties across California and the United States are joining together to promote building safety through the observation of Building Safety Month; and

WHEREAS, "Building Codes: Driving Growth through Innovation, Resilience and Safety", the theme for Building Safety Month 2016, encourages all Americans to raise awareness of the importance of building safe, sound and resilient construction; Building Solutions for All Ages; The Science Behind the Codes, Learn from the Past, Build for Tomorrow, Building Codes: A Smart Investment Building Safety Month 2016 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies; and

WHEREAS, each year, in observance of Building Safety Month, the people of America are asked to consider projects to improve the building safety and sustainability of their home, property and community.

NOW, THEREFORE, I, Mayor Joseph Deconinck along with the Blythe City Council, do hereby proclaim the month of May, as **BUILDING SAFETY MONTH** and urge all citizens to be conscious of the safety of buildings they occupy and construct and to create awareness of the importance of construction and building codes and those who uphold these codes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Blythe, California to be affixed this 10th day of May 2016.



Joseph DeConinck 5-10-16
Mayor Dated

CITY OF BLYTHE



Proclamation

May is Mental Health Month

WHEREAS, mental illness can effect anyone, regardless of age, background, employment, education and income level, with those who are very young and seniors among the most vulnerable; and

WHEREAS, Mental Health America established the observance of "May is Mental Health Month" in 1949 to increase awareness and understanding of mental health; and

WHEREAS, the United States Department of Health and Human Services reports that one in five American adults experienced a mental health issue in 2014 and one in ten young people experienced a period of major depression; and

WHEREAS, half of all mental health disorders show first signs before a person turns 14 years old and three quarters of mental health disorders begin before age 24; and

WHEREAS, there are now more treatments, services, and community support systems than ever before, helping many with mental health conditions get better and recover completely to go forward and lead rich, fulfilling, productive lives; and

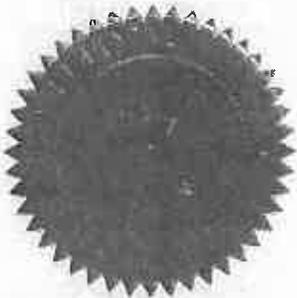
WHEREAS, friends, family and community members play an important role in extending understanding and compassion about mental health and in promoting the wellness and recovery of people living with mental illness; and

WHEREAS, encouraging awareness of mental health and promoting wellness and recovery for those living with mental illness are important values for every community; and

WHEREAS, recent population data suggests that nearly 140,000 people of all ages in Riverside County may experience a serious mental health condition and seek treatment from a variety of community resources.

NOW, THEREFORE, the City of Blythe issues this proclamation to signify its support of greater awareness of mental health issues and joins with the Riverside County Behavioral health Commission in its observance of May is Mental Health Month for 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Blythe, California, to be affixed this 10TH day of May, 2016.



Mayor

Dated



**CONSENT
CALENDAR**

vchlist

04/26/2016 3:53:55PM

Voucher List
City of Blythe

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64066	4/8/2016	001981 US BANK	106944000		BOND ADMIN FEES SERIES 2006A	146,493.13
			106945000		BOND ADMIN FEES SERIES 2006B	113,503.13
			148023000		BOND ADMIN FEES SERIES 2011A	284,737.50
			212601000		BOND ADMIN FEES SERIES 2013	214,250.00
			241801000		BOND ADMIN FEES SERIES 2015	904,748.02
					Total :	1,663,731.78
64067	4/8/2016	001981 US BANK	94419510		BOND ADMIN FEES SERIES 2000A	45,460.00
			94419520		BOND ADMIN FEES SERIES 2000B	8,013.17
			94487500		BOND ADMIN FEES SERIES 2003A	70,529.38
			94487600		BOND ADMIN FEES SERIES 2003B	73,925.00
			95433580		BOND ADMIN FEES SERIES 1996A	66,390.00
			95443140		BOND ADMIN FEES SERIES 1997	177,350.00
					Total :	441,667.55

Bank total : 2,105,399.33

Total vouchers : 2,105,399.33

2 Vouchers for bank code : union

2 Vouchers in this report

vchlist

04/26/2016 3:53:55PM

Voucher List
City of Blythe

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CLAIMS VOUCHER APPROVAL

WE, THE UNDERSIGNED OFFICERS OF THE CITY OF BLYTHE, CA DO
HEREBY CERTIFY THAT THE SUCCESSOR AGENCY TO THE RDA WARRANTS
NUMBERED 64066-64067 ARE HEREBY APPROVED IN THE AMOUNT OF
\$2,105,399.33 ON THIS 10th DAY OF MAY, 2016.

CHRISTA ELMS _____ INTERIM DIRECTOR OF FINANCE

JOSEPH DECONINCK _____ MAYOR

TIM WADE _____ VICE MAYOR

OSCAR GALVAN _____ COUNCILMAN

ERIC EGAN _____ COUNCILMAN

DALE REYNOLDS _____ COUNCILMAN

vchlist

04/26/2016 3:49:25PM

Voucher List
City of Blythe

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64068	4/20/2016	006635 VVC FOUNDATION	042116	005301	TRAINING - BOOK: FIRE PREVENTI	160.00
					Total :	160.00
64069	4/1/2016	000323 STATE BOARD OF EQUALIZATION	23300030	005337	USE TAX 1/2016	6,865.98
64070	4/1/2016	000323 STATE BOARD OF EQUALIZATION	23300030	005337	USE TAX 2/2016	6,865.98
64071	4/26/2016	005178 ALFARO, EVELYN	Z3/2016	005201	ZUMBA INSTRUCTOR	145.00
64072	4/26/2016	003215 AMAYA, STACIE	031016	005202	PIZZA KIT FUNDRAISER REFUND	145.00
64073	4/26/2016	006367 AUTOZONE INC			Total :	450.00
64074	4/26/2016	005289 AYRES SUITES	5549278071	005122	PARTS	20.00
			5549279832	005122	PARTS	20.00
			5549282986	005122	PARTS	10.79
64075	4/26/2016	005289 AYRES SUITES	95812	005167	LODGING - H CAVAZOS 5/23-5/24/2016	7.23
					Total :	32.07
64076	4/26/2016	005289 AYRES SUITES	96180	005240	LODGING - E GANDARA 5/1-5/6/2016	50.09
64077	4/26/2016	000525 BARBARA SINATRA	96181	005240	LODGING - S INIGUEZ 5/1-5/6/2016	102.79
64078	4/26/2016	000026 BLYTHE AREA CHMBER OF COMMERCE 201	040416	005282	FORENSIC EXAMINATIONS	102.79
64079	4/26/2016	000035 BLYTHE POLICE RESERVE	142586	004411	CHIRIACO SUMMIT BILLBOARD 3/2	513.95
			162078	005199	PORAC DUES	513.95
				005198	PORAC LEGAL DEFENSE FUND	231.00
					Total :	231.00
					Total :	215.00



vchllst

04/26/2016 3:49:25PM

Voucher List
City of Blythe

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64079	4/26/2016	000035	000035 BLYTHE POLICE RESERVE			
64080	4/26/2016	000048	BURTRONICS BUSINESS SYSTEMS	ARIN166850		
64081	4/26/2016	006595	BUSH'S BACKFLOW TESTING & REP.	3663		
64082	4/26/2016	005998	CA BLDG STANDARDS COMMISSION	040816		
64083	4/26/2016	005584	CALCLEAN INC	CP0017-29 CP0017-30		
64084	4/26/2016	005984	CAVAZOS, HERIBERTO	052416		
64085	4/26/2016	000896	CITY OF BLYTHE	040816 040816		
64086	4/26/2016	003753	COE, JOSHUA	050216		
64087	4/26/2016	006514	COLLINS COLLINS MUJR	4300905 4301671 4301675 4301676		
64088	4/26/2016	001086	COPA INC	3/2016		
64089	4/26/2016	002355	COPPLE, RYAN	BBALL2016		
					TONER & HANDLING CHARGE	20.00
					BACKFLOW TESTING SERVICES	232.07
					SB1473 - GREEN FEES 1ST QTR	843.30
					HYDROCARBON CLEAN-UP/PLUME	843.30
					HYDROCARBON CLEAN-UP/PLUME	162.00
					TRAVEL - M&I 5/24-5/26/2016	162.00
					GOVERNMENT RETAINER - STRON	30,567.00
					GOVERNMENT RETAINER - SB1473	20,126.00
					TRAVEL - M&I 5/2-5/6/2016	50,693.00
					LEGAL SERVICES	145.00
					JUDGEMENTS AND SETTLEMENTS	18.63
					JUDGEMENTS AND SETTLEMENTS	18.00
					JUDGEMENTS AND SETTLEMENTS	36.63
					CITY VEHICLES - GASOLINE - MAR	315.00
					BASKETBALL OFFICIAL	315.00
						518.10
						1,379.64
						1,532.50
						370.00
						3,800.24
						175.96
						175.96
						195.00
						195.00

vchlist

04/26/2016 3:49:25PM

Voucher List
City of Blythe

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64090	4/26/2016	000080 COSME'S PROPANE	6978	005239	PROPANE FOR OILER	94.50
64091	4/26/2016	000227 COUNTY OF RIVERSIDE	AN0000000716	004023	SHELTER SERVICES 3/1-3/31/2016	94.50
64092	4/26/2016	005421 COUNTY OF RIVERSIDE	PU0000003690	003952	FLEET FUEL CHARGES 2/1-2/28/20	4,172.58
64093	4/26/2016	005603 CR&R INCORPORATED	MARCH 2016	005233	FRANCHISE CONTRACT	4,172.58
64094	4/26/2016	005603 CR&R INCORPORATED	0056298	003646	445 N BROADWAY - COMMERCIAL	4,217.94
64095	4/26/2016	000037 CULLIGAN SOFT WATER SERVICE	0631107	003722	WATER SERVICE/WWTP 4/1-4/29/20	4,217.94
64096	4/26/2016	000156 CYLE JOHNSON ELECTRIC INC	13176	005204	LIGHTING IN WOMENS RESTROOM	61,243.70
64097	4/26/2016	000084 D & LAUTO PARTS INC	8681-116945 8681-117027 8681-117437	005120 005120 005120	CG PARTS CG PARTS CG PARTS	61,243.70
64098	4/26/2016	006120 DANIELS, TERRY	BBALL2016-11	005205	BASKETBALL OFFICIAL	198.13
64099	4/26/2016	008115 DANIELS, TY	BBALL2016-2	005206	BASKETBALL OFFICIAL	198.13
64100	4/26/2016	006608 DAVIS, WAYNE	BBALL2016-3	005207	BASKETBALL OFFICIAL	67.74
64101	4/26/2016	005996 DE LAGE LANDEN PUBLIC FINANCE	49642543 49920900 724567	003629 003628 003696	CONTRACT #100-10017096 POLICE CONTRACT #25340910 LANIER/MP CONTRACT #25273764 LANIER/MP	67.74
					Total :	117.08
					Total :	117.08
					Total :	112.87
					Total :	225.74
					Total :	62.08
					Total :	400.69
					Total :	10.00
					Total :	10.00
					Total :	138.00
					Total :	138.00
					Total :	470.00
					Total :	470.00
					Total :	3,397.92
					Total :	214.33
					Total :	245.71

vchlist

04/26/2016 3:49:25PM

Voucher List
City of Blythe

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64104	4/26/2016	000016 E S BABCOCK & SONS INC	(Continued) BK51866-0040 BK52438-0040 BL51494-0040 BL51552-0040 BL52422-0040 BL52661-0040 BL52695-0040	003564 003564 003564 003564 003564 003564 003564	TESTING SERVICES TESTING SERVICES TESTING SERVICES TESTING SERVICES TESTING SERVICES TESTING SERVICES TESTING SERVICES	765.00 45.00 45.00 102.00 433.50 120.00 45.00 4,390.76
64105	4/26/2016	000016 E S BABCOCK & SONS INC	BC61982-0040 BD60341-0040 BJ51510-0040 BK50637-0040 BK50849-0040	003564 003564 003564 003564 003564	TESTING SERVICES TESTING SERVICES TESTING SERVICES TESTING SERVICES TESTING SERVICES	15.00 45.00 15.00 15.00 15.00 105.00
64106	4/26/2016	004850 ELIZALDE, ROCKY	061916	005078	TRAVEL - M&J 6/19-6/23/2016	140.00 140.00
64107	4/26/2016	003378 EMPIRE SOUTHWEST	EHWK0063256 EMPS3839511	005139 005163	PARTS AND LABOR PARTS	1,097.81 43.97 1,141.78
64108	4/26/2016	005213 FRONTIER	7601980011 7609223545 7609223812 7609229375 9091590013 9091590039 9091590042	003697 003631 003631 003631 003697 003631 003631	COMMUNICATIONS/CITY HALL PRI COMMUNICATION/ALARM SYSTEM COMMUNICATIONS/ELECTRONIC S COMMUNICATNS/LIFT STATIONS 4/ COMMUNICATION/CITY FACILITIES COMMUNICATION/FIRE 4/7-5/6/2011 CENTRANET ACCESS-SLWELLS 4/ Total :	498.37 85.86 127.67 84.16 5,877.24 301.11 1,707.06 8,681.47
64109	4/26/2016	005978 FULTON DISTRIBUTING - SO CAL	371821	005255	JANITORIAL SUPPLIES	516.75 516.75
64110	4/26/2016	003650 GALE NELSON PHLEBOTOMY	040116	005223	ON CALL FEES FOR JANUARY-MAF	900.00

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Voucher List
City of Blythe

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64110	4/26/2016	003650 GALE NELSON PHLEBOTOMY	(Continued) MAR 2016			
64111	4/26/2016	004242 GANDARA, EMMANUEL	050116	005222	TECH SERVICES/BLOOD DRAWS Total :	300.00 1,200.00
64112	4/26/2016	006051 GARCIA-BALDIZZONE, ARMANDO	041916	005241	TRAVEL - M&I 5/1-5/6/2016 Total :	245.00 245.00
64113	4/26/2016	002257 GARNICA, GABRIELA	FS3/2016	005062	TRAVEL - M&I 4/19/2016 Total :	15.00 15.00
64114	4/26/2016	006582 GOLDEN STATE OVERNIGHT	3037623	005209	FUNSTEPS INSTRUCTOR Total :	850.00 850.00
64115	4/26/2016	000869 GRAINGER	9017261513 9017261521 9017740326	005253	PRIORITY OVERNIGHT SERVICES Total :	28.97 28.97
64116	4/26/2016	006609 GUZMAN, BRANDON JOSE	BBALL2016-5		MOTORS MOTORS MOTORS Total :	106.22 106.22 106.22 318.66
64117	4/26/2016	006505 HAIGHT BROWN & BONESTEEL, LLP	3100682 3100683 3100684	005210	BASKETBALL OFFICIAL Total :	207.00 207.00
64118	4/26/2016	002815 HALBY'S STORE FOR MEN	13848	005133 005133 005133	LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES Total :	425.50 411.00 999.00 1,835.50
64119	4/26/2016	006298 HILL, JULIANNA	BBALL2016-13	005211	BASKETBALL SUPPLIES Total :	136.08 136.08
64120	4/26/2016	006630 HILTON GARDEN INN	3236429090	005212	BASKETBALL OFFICIAL Total :	52.00 52.00
				005174	LODGING - H CAVAZOS 5/24-5/26/21 Total :	201.26 201.26

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Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64121	4/26/2016	003088 HUNTINGTON COURT REPORTERS	28010	005283	TRANSCRIPTION SERVICES 3/1-3/2	375.76
					Total :	375.76
64122	4/26/2016	006018 INIGUEZ, SERVANDO	050116	005242	TRAVEL - M&I 5/1-5/6/2016	245.00
64123	4/26/2016	000150 INLAND BUILDERS SUPPLY INC				Total :
					SUPPLIES	38.85
					SUPPLIES	60.34
					SUPPLIES	35.61
					SUPPLIES	16.18
					SUPPLIES	75.59
					SUPPLIES	-75.59
					PW SUPPLIES	26.86
					PW SUPPLIES	37.53
					PW SUPPLIES	43.19
					PW SUPPLIES	123.60
					PW SUPPLIES	23.45
					PW SUPPLIES	37.27
					PW SUPPLIES	34.62
					PW SUPPLIES	100.63
					MISC SUPPLIES/PARTS	15.31
					SUPPLIES	22.29
					SUPPLIES	25.87
					SUPPLIES	15.63
					SUPPLIES	35.62
					SUPPLIES	542.59
					Total :	1,235.45
64124	4/26/2016	000463 INTERNATIONAL CODE COUNCIL	3088088	005279	ICC MEMBERSHIP THRU 4/30/17	135.00
64125	4/26/2016	005476 JIMENEZ, ANDREA	BBALL2016-6	005213	BASKETBALL OFFICIAL	Total :
						45.00
64126	4/26/2016	006464 KB JUMPERS & RENTALS	7945	005214	BASKETBALL PROGRAM	Total :
						45.00
					Total :	1,433.70
					Total :	1,433.70

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Voucher List
City of Blythe

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64127	4/26/2016	005240 KENNY STRICKLAND, INC	3217727	005118	SUPPLIES	537.42
64128	4/26/2016	005295 KONICA MINOLTA	9002296632	003868	ACCT 1165535 BIZHUB C554/COPIE	537.42
64129	4/26/2016	002150 LAW OFFICES OF JONES & MAYER	77009	005327	LEGAL SERVICES 3/2016	158.84
64130	4/26/2016	006529 MARTEL ELECTRONICS, INC	264451A	005284	BODY CAMERA REPAIR	158.84
64131	4/26/2016	006027 OJEDA, EVELIA	BBALL2016-12 BBALL2016-9	005215 005215	BASKETBALL OFFICIAL BASKETBALL OFFICIAL	11,894.66 11,894.66
64132	4/26/2016	005294 O'REILLY AUTOMOTIVE STORES INC	2758-422770 2758-423960 2758-424029 2758-424740 2758-425191	005123 005123 005123 005123 005123	PARTS PARTS PARTS PARTS PARTS	98.44 98.44 32.00 106.00 138.00
64133	4/26/2016	003271 PALO VERDE VALLEY TRANSIT	11302015.1	005287	REIMBURSEMENT FOR PWT	128.01
64134	4/26/2016	005009 PARKER OIL PRODUCTS, INC	69278 69303	003910 003910	GASOLINE/OIL - EQUIPMENT GASOLINE/OIL - EQUIPMENT	41.23 225.31 165.45 190.80 750.80
64135	4/26/2016	000988 PRUDENTIAL OVERALL SUPPLY	22202058 22202059 22202067 22202068 22203978 22203979 22203980 22206055	005115 005115 005115 005115 005115 005115 005115 005115	MATS & TOWELS UNIFORM SERVICE MATS & TOWELS UNIFORM SERVICE UNIFORM SERVICE MATS & TOWELS UNIFORM SERVICE MATS & TOWELS	128.74 128.74 255.54 24.17 279.71 23.11 39.52 41.82 71.15 9.91 24.99 114.44 23.11

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64135	4/26/2016	000988 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			22206056	005115	UNIFORM SERVICE	39.52
			22206065	005115	MATS & TOWELS	41.82
			22206066	005115	UNIFORM SERVICE	9.37
			22207469	005115	UNIFORM SERVICE	9.91
			22207470	005115	MATS & TOWELS	24.99
			22207471	005115	UNIFORM SERVICE	176.40
			22209560	005115	MATS & TOWELS	23.11
			22209561	005115	UNIFORM SERVICE	39.52
			22209569	005115	UNIFORMS AND TOWELS	41.82
			22209570	005115	UNIFORM SERVICE	9.37
			22210975	005115	UNIFORM SERVICE	9.91
			22210976	005115	MATS & TOWELS	24.99
			22210977	005115	UNIFORM SERVICE	106.01
			22213103	005115	MATS & TOWELS	23.11
			22213104	005115	UNIFORM SERVICE	94.07
			22213113	005115	MATS & TOWELS	41.82
			22213114	005115	UNIFORM SERVICE	9.37
			22214518	005115	UNIFORM SERVICE	9.91
			22214519	005115	MATS & TOWELS	24.99
			22214520	005115	UNIFORM SERVICE	106.01
64136	4/26/2016	000213 QUILL CORPORATION	4556314	005224	OFFICE SUPPLIES	Total: 1,214.07
64137	4/26/2016	005237 RABOBANK EQUIPMENT LEASE	49659239			Total: 55.92
64138	4/26/2016	002328 RANDALL, JAMES	BBALL2016-7	003635	CONTRACT #100-10047232 BACKH	Total: 1,701.87
64139	4/26/2016	000315 RDO EQUIPMENT CO	P04973 P05847	005046 005046	BASKETBALL OFFICIAL PARTS PARTS	Total: 30.00
64140	4/26/2016	000218 RICHARDS WATSON & GERSHON	206219	005328	PROFESSIONAL SERVICES THROU	Total: 134.42
						Total: 47.49
						Total: 181.91
						Total: 301.86

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64140	4/26/2016	000218 RICHARDS WATSON & GERSHON	(Continued) 206222	005328	PROFESSIONAL SERVICES THROL	777.00
					Total :	1,078.86
64141	4/26/2016	001564 RIVERSIDE CNTY SHERIFF'S DEPT	050216	005243	BOATING SAFETY & ENFORCEMEN	774.00
					Total :	774.00
64142	4/26/2016	001564 RIVERSIDE CNTY SHERIFF'S DEPT	052416	005177	24-HR PERISHABLE SKILLS TRAINI	160.00
					Total :	160.00
64143	4/26/2016	003606 RODRIGUEZ, GUSTAVO	028	005250	RETAINER FEE - MARCH 2016 SER	1,500.00
					Total :	1,500.00
64144	4/26/2016	000827 S & S WORLDWIDE, INC	8978300	005217	REC PROGRAM SUPPLIES	203.10
					Total :	203.10
64145	4/26/2016	000236 SCHUSTER'S WELDING INC	21744	005288	JET RODDER PART	141.52
					Total :	141.52
64146	4/26/2016	000238 SHELL	065129140604	005330	GASOLINE/PW 3/6-4/5/2016	131.39
					Total :	131.39
64147	4/26/2016	003439 SHELL	8000243991604	005329	GASOLINE/PD 3/6-4/5/2016	216.33
					Total :	216.33
64148	4/26/2016	006626 SHIPMAN, ASHLEY	031016	005218	PIZZA KIT FUNDRAISER REFUND	20.00
					Total :	20.00
64149	4/26/2016	001790 SIGNS UNLIMITED	2467	005071	DECALS FOR COP UNIT	300.00
					Total :	300.00
64150	4/26/2016	006290 SOTO, KRYSTAL	FS3/2016-2	005219	FUNSTEPS INSTRUCTOR	560.00
					Total :	560.00
64151	4/26/2016	000283 SOUTHERN CALIFORNIA EDISON CO	2012032199 2245360151	003637 003637	ELECTRICITY/STREET LIGHTING 3, ELECTRICITY/STREET LIGHTING 3,	12,655.56 47.57
					Total :	12,703.13

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Voucher List
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Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64152	4/26/2016	005176 SPARKLETT'S	15381711	003617	BULK DRINKING WATER/WWTP	46.84
					Total :	46.84
64153	4/26/2016	003392 SPRINT	248009810-101	003562	CELL PHONE SERVICE 3/15-4/14/2C	133.25
					Total :	133.25
64154	4/26/2016	001136 STANDAGE TIRE & AUTOMOTIVE	162506	003788	TIRE SERVICE	780.76
			162593	003788	TIRE SERVICE	46.80
					Total :	827.56
64155	4/26/2016	004267 SUTTERFIELD, STEPHEN	050316	004975	TRAVEL - M&I 5/3/2016	45.00
					Total :	45.00
64156	4/26/2016	003217 SWRCB ACCOUNTING OFFICE	LW-1006046	005286	SYSTEM #3310003 7/1/2015-12/31/2	3,086.01
					Total :	3,086.01
64157	4/26/2016	006001 TAMCO CAPITAL CORPORATION	5002971469	003638	MITEL PHONE SYSTEM 4/30-5/30/21	1,000.61
					Total :	1,000.61
64158	4/26/2016	002783 THATCHER COMPANY OF ARIZONA	740000	003650	CHEMICALS	5,650.35
					Total :	5,650.35
64159	4/26/2016	000247 THE GAS COMPANY	07632638008	003639	NATURAL GAS/COMMUNITY CENTE	70.59
			11185732804	003639	NATURAL GAS 3/10-4/8/2016	51.52
					Total :	122.11
64160	4/26/2016	006117 THOME, ANDREW JAMES	BBALL2016-8	005220	BASKETBALL OFFICIAL	220.00
					Total :	220.00
64161	4/26/2016	000266 UNDERGROUND SERVICE ALERT/SC	320160063	005251	DIG ALERT TICKETS 3/2016	70.50
					Total :	70.50
64162	4/26/2016	001487 UNITED STATES POSTAL SERVICE	18696948	005331	POSTAGE	317.66
					Total :	317.66
64163	4/26/2016	005587 UNITED WATER WORKS, INC	S100035890.001	005090	PARTS/SUPPLIES	264.43
					Total :	264.43

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64164	4/26/2016	003035 VERIZON WIRELESS	9763787818	003727	WIRELESS SERVICE 3/14-4/13/2016	428.87
					Total :	428.87
64165	4/26/2016	000278 WEEKS PRINTING	25581		BUSINESS CARDS - D REYNOLDS	75.60
64166	4/26/2016	006627 WINSICK, MARA	031016		Total :	75.60
64167	4/26/2016	006636 BLYTHE NURSING CARE CENTER	Ref000186339	005221	PIZZA KIT FUNDRAISER REFUND	40.00
64168	4/26/2016	006642 BRATCHER, ROSALINDA	Ref000186347		Total :	40.00
64169	4/26/2016	006639 BROWN, BRAD	Ref000186344		UB Refund Cst #000860	908.46
64170	4/26/2016	006645 C AND C PROPERTIES	Ref000186351		Total :	908.46
64171	4/26/2016	006646 C AND C PROPERTIES	Ref000186352		UB Refund Cst #020333	135.00
64172	4/26/2016	006644 CARN, TYLER	Ref000186350		Total :	135.00
64173	4/26/2016	006643 DRRF II, REO OWNER, LLC	Ref000186348		UB Refund Cst #019712	99.57
64174	4/26/2016	006641 GARCIA, CLAUDIA	Ref000186346		Total :	99.57
64175	4/26/2016	004354 GAUTSCHI, SUZANNE	Ref000186340		UB Refund Cst #020636	101.88
64176	4/26/2016	006638 HARO, FRANK	Ref000186343		Total :	101.88
					UB Refund Cst #020643	125.08
					Total :	125.08
					UB Refund Cst #020522	54.43
					Total :	54.43
					UB Refund Cst #020446	135.00
					Total :	135.00
					UB Refund Cst #020326	45.39
					Total :	45.39
					UB Refund Cst #001234	60.41
					Total :	60.41
					UB Refund Cst #018776	79.12
					Total :	79.12

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
64177	4/26/2016	004968 ORONA, DELORES	Ref000186342		UB Refund Cst #017537	11.71	
64178	4/26/2016	006428 PEPPERTREE REI LLC	Ref000186349		UB Refund Cst #020494	11.71	
64179	4/26/2016	006637 ROBERTS, D	Ref000186341		UB Refund Cst #003462	135.00	
64180	4/26/2016	006647 SHAW, ROBERT	Ref000186353		UB Refund Cst #020685	131.14	
64181	4/26/2016	006640 SOLA GRATIA	Ref000186345		UB Refund Cst #019907	131.14	
114 Vouchers for bank code : union						Total :	119.39
114 Vouchers in this report						Total :	119.39
Bank total :						20.54	20.54
Total vouchers :						214,232.99	214,232.99

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Voucher List
City of Blythe

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Voucher _____ Date _____ Vendor _____ Invoice _____ PO # _____ Description/Account _____ Amount _____

CLAIMS VOUCHER APPROVAL

WE, THE UNDERSIGNED OFFICERS OF THE CITY OF BLYTHE, CA DO
 HEREBY CERTIFY THAT THE WARRANTS NUMBERED 64068-64166 AND
 THE UTILITY BILLING REFUND WARRANTS NUMBERED 64167-64181
 ARE HEREBY APPROVED IN THE AMOUNT OF \$214,232.99 ON THIS
 10th DAY OF MAY, 2016.

CHRISTA ELMS INTERIM DIRECTOR OF FINANCE

JOSEPH DECONINCK MAYOR

TIM WADE VICE-MAYOR

OSCAR GALVAN COUNCILMAN

DALE REYNOLDS COUNCILMAN

ERIC EGAN COUNCILMAN

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Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount			
64182	4/27/2016	006383 CROWE, ALAX D.	BBALL2016-10	005292	BASKETBALL OFFICIAL	154.00	Total :		154.00
64183	4/27/2016	003026 CROWE, JONATHAN	BBALL2016-15	005291	BASKETBALL OFFICIAL	55.00	Total :		55.00
64184	4/28/2016	006464 KB JUMPERS & RENTALS	8595	005348	BLYTHE CENTENNIAL T-SHIRTS (V)	3,580.20	Total :		3,580.20
64186	5/4/2016	004747 SMITH FENCE	1447	005303	TODD PARK BASEBALL FIELD FENI	10,000.00	Total :		10,000.00
64187	5/3/2016	000070 CHEVRON AND TEXACO	47218351	005377	GASOLINE 3/22-4/21/2016	31.56	Total :		31.56
64188	4/27/2016	000115 FEDEX	5-325-50089 5-333-00531 5-370-15080	005382 005382 005382	EXPRESS SHIPPING EXPRESS SHIPPING EXPRESS SHIPPING	40.27 65.84 39.58	Total :		145.69
64189	5/2/2016	000323 STATE BOARD OF EQUALIZATION	23300030	005387	USE TAX 3/2016	618.00	Total :		618.00
64190	5/2/2016	000323 STATE BOARD OF EQUALIZATION	23300030	005387	USE TAX 4/2016	618.00	Total :		618.00
64191	5/3/2016	006381 ASSURANT EMPLOYEE BENEFITS	5475145		DENTAL, VISION, LIFE, STD, PREMI	117.00	Total :		117.00
64192	5/3/2016	005923 CALIFORNIA PUBLIC EMPLOYEES'	2006		HEALTH BENEFITS - ALL EMPLOYE	6,587.30	Total :		6,587.30
64193	5/10/2016	002768 AIRWAVE BROADBAND WIRELESS	74243	005343	BUSINESS PHONE SERVICE 5/1-6/	112,312.85	Total :		112,312.85
64194	5/10/2016	005178 ALFARO, EVELYN	Z4/2016	005367	ZUMBA INSTRUCTOR-APRIL	77.60	Total :		77.60
						300.00			300.00

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Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : union						
64194	5/10/2016	005178 005178 ALFARO, EVELYN	042616		COMMUNITY CENTER DEPOSIT RE	300.00
64195	5/10/2016	006587 AMERMAN, GEORGE			Total :	125.00
64196	5/10/2016	002458 AQUA-METRIC SALES, CO	0060452-IN	005231	METERS	125.00
64197	5/10/2016	006367 AUTOZONE INC	5549300044	005360	BATTERIES - RHINO/JET SKI	2,678.62
64198	5/10/2016	005289 AYRES SUITES	97254	005356	Total :	2,678.62
64199	5/10/2016	005289 AYRES SUITES	97253	005356	LODGING - H CAVAZOS 6/12-6/17/21	236.24
64200	5/10/2016	000385 BIO-TOX LABORATORIES	31852	005333	LODGING - H CAVAZOS 6/5-6/10/20	236.24
64201	5/5/2016	000564 BLYTHE VOLUNTEER	31961	005332	Total :	622.10
64202	5/10/2016	005012 BUSH, PAMELA	041416	005375	URINE SCREENING	535.58
64203	5/10/2016	005984 CAVAZOS, HERIBERTO	041416	005375	URINE SCREENING	74.00
64204	5/5/2016	006368 CHANDRA HOSPITALITY LLC	060616	005357	Total :	83.40
64205	5/5/2016	004804 CITY OF BLYTHE	3/2016	005376	CENTENNIAL CELEBRATION FIREV	157.40
			APR 2016		2016 FIREWORKS CONTRIBUTION	7,000.00
					Total :	2,500.00
					TRAVEL - PER DIEM AND LODGING	9,500.00
					LODGING - P BUSH 5/18-5/19/2016	65.00
					Total :	112.20
					TRAVEL - M&I 6/6-6/17/2016	177.20
					Total :	490.00
					ECONOMIC DEVELOPMENT INCEN	13,392.35
					Total :	13,392.35
					AMOUNT BILLED TO CUSTOMERS	33,669.00

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Voucher List
City of Blythe

Bank code : union		Invoice		PO #	Description/Account	Amount
Voucher	Date	Vendor				
64205	5/5/2016	004804	004804 CITY OF BLYTHE			
64206	5/10/2016	000667	CITY OF BLYTHE:WATER UTILITIES			
64207	5/10/2016	000437	CO OF RIV AUDITOR-CONTROLLER	003925	WATER/SEWER BILLING - CITY FAC	Total : 33,669.00
64208	5/10/2016	006649	CSULB	005378	PARKING CITATIONS 3/2016	Total : 3,050.81
64209	5/10/2016	006652	CURTIS J COPE CONSULTING	005349	FIELD EVIDENCE TECHNICIAN COL	Total : 196.00
64210	5/10/2016	000156	CYLE JOHNSON ELECTRIC INC	005379	CONSULTING SERVICES - BLYTHE	Total : 692.00
64211	5/10/2016	000084	D & LAUTO PARTS INC	005238 005341 005341	SERVICE YARD SEWER LIFT SERVICE JIMENEZ FIELD SERVICE GATEWAY PARK	Total : 9,843.24 9,843.24
64212	5/10/2016	001757	DATA TICKET INC	005235 005235 005235 005235 005235	PARTS PARTS PARTS PARTS PARTS	Total : 52.35 51.71 4.06 14.26 2.03
64213	5/10/2016	005996	DE LAGE LANDEN PUBLIC FINANCE	005380	PARKING CITATION PROCESSING :	Total : 199.68
64214	5/10/2016	006654	DE LAO, ANDRES	003561	CONTRACT #25293025 LANIER/MPX	Total : 252.63
64215	5/10/2016	000094	DEPARTMENT OF TRANSPORTATION	005345	COMMUNITY CENTER DEPOSIT RE	Total : 125.00
					110 OVERCROSS ELECTRICITY - JA	Total : 2,838.58
						Total : 2,838.58

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64216	5/10/2016	000016 E S BABCOCK & SONS INC	BD61768-0040 BD62138-0040	003564 003564	TESTING SERVICES TESTING SERVICES	282.75 176.50 459.25
64217	5/10/2016	003511 ECONOLITE CONTROL PRODUCTS INC	125921	005114	TRAFFIC LIGHT CONTROLLER	2,535.62
64218	5/10/2016	000064 EMPLOYMENT DEVELOPMENT DEPT	L2051769792	005381	EMPLOYMENT TAX PERIOD 1/1-3/3	2,535.62
64219	5/10/2016	002791 FISHER WIRELESS SERVICES INC	226266	005383	PAGER ACCESSORIES	491.00 491.00
64220	5/10/2016	006655 GALILEO PROJECT, LLC	042616		COMMUNITY CENTER RENTAL REF	657.73 657.73
64221	5/10/2016	000821 GALLS	005153137 BC0265502	005140 005334	PARTS BARRIER TAPE	125.00 125.00
64222	5/10/2016	002257 GARNICA, GABRIELA	FS4/2016	005368	FUNSTEPS-APRIL	369.98 293.11 663.09
64223	5/10/2016	000318 GLENN JOHNSON COOLING/HEATING	025673	005361	AIR CONDITIONING REPAIR	900.00 900.00
64224	5/10/2016	006582 GOLDEN STATE OVERNIGHT	3055257	005344	PRIORITY OVERNIGHT SERVICES	229.50 229.50
64225	5/10/2016	005962 GOMEZ, DAISY	Z4/2016-2	005369	ZUMBA INSTRUCTOR-APRIL	40.78 40.78
64226	5/10/2016	006653 GOVERNMENT FINANCE OFFICERS	0123003	005384	MEMBER RENEWAL - C ELMS 5/1/2	100.00 100.00
64227	5/10/2016	000132 HACH COMPANY	9899746	005323	SUPPLIES	190.00 245.77 245.77

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Voucher List
City of Blythe

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : union						
64228	5/10/2016	000140 HDL COMPANIES	0022681-IN	003867	CONTRACT SVCS PROPERTY TAX	3,150.00
64229	5/10/2016	000150 INLAND BUILDERS SUPPLY INC	549988	005294	PW SUPPLIES	28.06
			550001	005293	BUILDING SUPPLIES	43.87
			550095	005294	PW SUPPLIES	17.79
			550172	005294	PW SUPPLIES	16.17
			550213	005294	PW SUPPLIES	63.43
			550217	005294	PW SUPPLIES	111.20
			550231	005294	PW SUPPLIES	30.23
			550232	005298	BUILDING SUPPLIES	42.07
			550479	005294	PW SUPPLIES	53.99
			550702	005294	PW SUPPLIES	45.26
			550857	005294	PW SUPPLIES	43.18
			551063	005294	PW SUPPLIES	18.69
			551193	005294	PW SUPPLIES	39.95
			551211	005294	PW SUPPLIES	23.51
			551217	005294	PW SUPPLIES	29.15
64230	5/10/2016	004771 LANDMARK	LP0416-19	005299	PROFESSIONAL SERVICES 3/10-4/16	5,800.00
64231	5/10/2016	003135 LARRY GREEN FORD INC.	6058940	005295	REPAIRS	754.04
64232	5/10/2016	006072 MENDOZA, VICTOR	051816	005353	TRAVEL - M&I 5/18-5/19/2016	65.00
			651744745	005353	LODGING - V MENDOZA 5/18-5/19/2	112.20
64233	5/10/2016	004231 MUNICIPAL MAINTENANCE EQUIP	0109311-IN	005289	PARTS	177.20
64234	5/10/2016	002871 NELSON, JON KEVIN	3/2016	005254	INSPECTION SERVICES 3/2016	181.12
64235	5/10/2016	003181 NORTHERN SAFETY CO INC	901865122	004899	SAFETY SUPPLIES	262.50
Total :						606.55
Total :						5,800.00
Total :						5,800.00
Total :						754.04
Total :						754.04
Total :						65.00
Total :						112.20
Total :						177.20
Total :						181.12
Total :						181.12
Total :						262.50
Total :						262.50
Total :						543.05

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Voucher List
City of Blythe

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64235	5/10/2016	003181 NORTHERN SAFETY CO INC	(Continued)			
64236	5/10/2016	005294 O'REILLY AUTOMOTIVE STORES INC	2758-425783 2758-425888	005236 005236	PARTS PARTS	543.05 20.50 6.47 26.97
64237	5/10/2016	006632 PACIFIC PARTS & CONTROLS, INC	1405493	005227	WWTP KEYPAD	
64238	5/10/2016	000201 PALO VERDE VALLEY TIMES INC	1603-00019668	005385	PUBLICATIONS 3/1-3/31/2016	6,024.52 6,024.52
64239	5/10/2016	006000 PETERS, ROBERT	051816 651744745	005354 005354	TRAVEL - M&I 5/18-5/19/2016 LODGING - R PETERS 5/18-5/19/20	688.18 688.18
64240	5/10/2016	004988 PHONE SUPPLEMENTS INC	0033506-IN	005358	BATTERIES FOR DISPATCH PHONE	65.00 112.20 177.20
64241	5/10/2016	000988 PRUDENTIAL OVERALL SUPPLY	22216631 22216632 22216640 22216641 22218260 22218261 22218262 22220450 22220451 22220460 22220461 22221783 22221784 22221785	005346 005346 005346 005346 005346 005346 005346 005346 005346 005346 005346 005346 005346 005346	MATS & TOWELS UNIFORM SERVICE MATS & TOWELS UNIFORM SERVICE UNIFORM SERVICE MATS & TOWELS UNIFORM SERVICE	23.11 42.33 41.82 9.37 9.91 24.99 106.01 23.11 39.52 41.82 9.37 9.91 24.99 106.01 512.27
64242	5/10/2016	006651 PSTC	19047	005355	ACTIVE SHOOTER TRAINING 5/19/16	269.87 269.87
Total :						330.00
Total :						330.00

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Voucher List
City of Blythe

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64243	5/10/2016	000213 QUILL CORPORATION	4787097	005226	DEPARTMENTAL SUPPLIES	29.63
			4794093	005226	DEPARTMENTAL SUPPLIES	175.44
			4833529	005226	DEPARTMENTAL SUPPLIES	21.58
			4988670	005280	WTF SUPPLIES	215.98
64244	5/10/2016	000216 RAMSEY INTERNATIONAL	75752	005386	BOAT RECOVERY	442.63
64245	5/10/2016	001564 RIVERSIDE CNTY SHERIFF'S DEPT	060616	005359	POST SWORN SUPERVISORY COU	800.00
64246	5/10/2016	006650 SHERATON GARDEN GROVE-ANAHEIM	321220	005350	LODGING - K THOMAS 6/5-6/10/201	351.00
64247	5/10/2016	006650 SHERATON GARDEN GROVE-ANAHEIM	321221	005350	LODGING - K THOMAS 6/12-6/17/20	579.15
64248	5/10/2016	006290 SOTO, KRYSTAL	FS4/2016-2	005370	FUNSTEPS-APRIL	579.15
64249	5/10/2016	002783 THATCHER COMPANY OF ARIZONA	740146	003650	CHEMICALS	840.00
			740180	003650	CHEMICALS	840.00
64250	5/10/2016	002455 THE COUNSELING TEAM INTERNATIO	31100	005336	PSYCHOLOGICAL ASSESSMENT	5,531.92
64251	5/10/2016	002860 THOMAS, KELLY	060616	005351	TRAVEL - M&I 6/6-6/17/2016	8,400.00
64252	5/10/2016	001487 UNITED STATES POSTAL SERVICE	18696948	005388	POSTAGE	13,931.92
64253	5/10/2016	005587 UNITED WATER WORKS, INC	S100037102.001	005247	SUPPLIES	275.00
			S100037173.001	005247	SUPPLIES	275.00
					Total :	490.00
					Total :	490.00
					Total :	2,303.43
					Total :	2,303.43
					Total :	743.16
					Total :	95.45
					Total :	838.61

Bank code : union									
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount			
64254	5/10/2016	001981 US BANK	4276960	005389	WASTEWATER REVENUE REFUND	2,475.00			
			4276961	005389	WATER REVENUE REFUNDING BOI	2,475.00			
					Total :	4,950.00			
64255	5/10/2016	004501 US BANK CORP	044555649478	005390	CREDIT CARD CHARGES 3/2016	2,933.99			
				005042					
				005390					
				005391					
				005391					
				005042					
				005296					
				004683					
				005391					
					CREDIT CARD CHARGES 4/2016	3,885.85			
64256	5/10/2016	006590 VINDHURST, CHRIS	345577	005342	REIMBURSE FOR GRADE 2 CERT	80.00			
					Total :	6,819.84			
64257	5/10/2016	000278 WEEKS PRINTING	25582	005392	PRINTS	80.00			
					Total :	80.00			
64258	5/10/2016	005011 WILLDAN FINANCIAL SERVICES	010-30768	005304	PROFESSIONAL SERVICES - PERC	123.08			
					Total :	123.08			
64259	5/10/2016	001981 US BANK	4248322		BOND ADMIN FEES 2011A	3,359.30			
					Total :	3,359.30			
					Total :	2,695.00			
					Total :	2,695.00			
					Bank total :	279,643.79			
					Total vouchers :	279,643.79			

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Voucher List
City of Blythe

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

WE, THE UNDERSIGNED OFFICERS OF THE CITY OF BLYTHE, CA DO
 HEREBY CERTIFY THAT THE WARRANTS NUMBERED 64182-64258 AND
 THE SUCCESSOR AGENCY TO THE RDA WARRANT NUMBERED 64259
 ARE HEREBY APPROVED IN THE AMOUNT OF \$279,643.79 ON THIS
 10th DAY OF MAY, 2016.

CHRISTA ELMS	INTERIM DIRECTOR OF FINANCE
JOSEPH DECONINCK	MAYOR
TIM WADE	VICE MAYOR
OSCAR GALVAN	COUNCILMAN
ERIC EGAN	COUNCILMAN
DALE REYNOLDS	COUNCILMAN

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CITY OF BLYTHE

PAYROLL LISTING

Pay period 03/25/2016 to 04/07/2016

Payday 04/15/2016

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 48227 to 48252 and Direct Deposits numbered 36534 to 36588 are hereby approved in the amount of \$232,009.38 this 10TH day of May 2016.


Interim Director of Finance

Mayor De Coninck

Vice Mayor Wade

Councilman Galvan

Councilman Egan

Councilman Reynolds

CITY OF BLYTHE

PAYROLL LISTING

Pay period 04/09/2016 to 04/11/2016

Payday 04/13/2016

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 48253 to 48267 are hereby approved in the amount of \$6,567.30 this 10TH day of May 2016.


Interim Director of Finance

Mayor De Coninck

Vice Mayor Wade

Councilman Galvan

Councilman Egan

Councilman Reynolds

CITY OF BLYTHE

PAYROLL LISTING

Pay period 04/08/2016 to 04/21/2016

Payday 04/29/2016

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 48268 to 48288 and Direct Deposits numbered 36589 to 36643 are hereby approved in the amount of \$197,111.14 this 10TH day of May 2016.


Interim Director of Finance

Mayor De Coninck

Vice Mayor Wade

Councilman Galvan

Councilman Egan

Councilman Reynolds

CITY OF BLYTHE

PAYROLL LISTING

Pay period 04/22/2016 to 04/29/2016

Payday 04/29/2016

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 48289 to 48292 are hereby approved in the amount of \$13,526.26 this 10TH day of May 2016.


Interim Director of Finance

Mayor De Coninck

Vice Mayor Wade

Councilman Galvan

Councilman Egan

Councilman Reynolds

CITY OF BLYTHE

PAYROLL LISTING

Pay period 4/1-4/30/2016

Payday 5/5/2016

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 48293-48302 and Direct Deposits numbered 36644-36740 are hereby approved in the amount of \$68,808.49 on this 10th day of May, 2016.

Christa Elms, Interim Finance Director

Mayor De Coninck

Vice Mayor Wade

Councilman Egan

Councilman Galvan

Councilman Reynolds

**Minutes of the Blythe City Council
April 12, 2016**

The April 12, 2016 Meeting of the Blythe City Council was called to order at 6:00pm in the Council Chambers by Mayor DeConinck. Also in attendance were Vice Mayor Wade and Council Members Egan and Reynolds. Councilman Galvan was excused from the meeting. Staff in attendance included: Interim City Manager and City Clerk Crecelius, City Treasurer and Interim Finance Director Elms, Police Sgt. Coe, Public Works Director Baldizzone, Planner Burrow and City Attorney Bettenhausen.

The Pledge of Allegiance was led by Mayor DeConinck. The Invocation was offered by City Attorney Bettenhausen.

REPORT OUT FROM CLOSED SESSION: City Attorney Bettenhausen reported Council considered item #1, Public Employee Appointment, Chief of Police and item #2, potential litigation. Vice Mayor Wade recused himself for item #1. Mayor DeConinck and Council members Reynolds and Egan then approved the City Manager's Appointment of Jeff Wade as Police Chief. Direction was given on item #2, no final action was taken.

PROCLAMATION:

1. **Robert Crain**

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.*

2. **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, April 8, 2016.
3. **Approval of the Warrant Register.**
Recommendation: Approve 4/12/16, warrants numbered 63869 through 63961 and 63962 through 63971 in the amount of \$504,409.71 and 4/12/16, warrants numbered 63972 through 64063 and RDA Warrant numbered 64064 in the amount of \$781,957.46.
4. **Approval of the Payroll Register.**
Recommendation: Approve 4/12/16, warrants numbered 48149 through 48152 in the amount of \$6,619.60; 4/12/16, warrants numbered 48153 through 48180 and Direct Deposits numbered 36326 through 36380 in the amount of \$246,323.67; 4/12/16, warrants numbered 48181 through 48185 in the amount of \$17423.74; 4/12/16, warrants numbered 48186 through 48212 and Direct Deposits numbered 36381 through 36436 in the amount of \$326,548.79; 4/12/16 warrants numbered 48213 through 48216 in the amount of \$1,749.68 and 4/12/16, warrants numbered 48217 through 48226 and Direct Deposits numbered 36437 through 36566 in the amount of \$65,554.49.
5. **Minutes of the March 8, 2016 City Council Meeting.**
Recommendation: Approve the Minutes of the March 8, 2016 Meeting.
6. **City of Blythe Permits Issued in March 2016.**
Recommendation: Receive and file this monthly report.
7. **City of Blythe Fire Department Monthly Activity Report for March 2016.**
Recommendation: Receive and file this monthly report.
8. **City of Blythe Police Department Monthly Activity Report for March 2016.**
Recommendation: Receive and file this monthly report.

9. **Police Chief Employment Agreement.**
Recommendation: Authorize the City Manager to enter into an Employment Agreement with Jeff Wade for the position of Police Chief.
10. **Vehicle Abatement Services.**
Recommendation: Reject the only response to the Vehicle Abatement Services Request for Proposal submitted by Brothers Towing.
11. **Rejection of Claim, Francine B. McDermott.**
Recommendation: Reject this Claim pursuant to law.
12. **Promissory Note to Secure Loan from the City of Blythe Sewer Fund to Water Fund.**
Recommendation: Authorize the City Manager to execute the attached Promissory Note on behalf of the Water Fund to secure a loan from the Sewer Fund.
13. **Agreement for CFD No. 2004-1, Special Tax Administration Services.**
Recommendation: Authorize City Manager to enter into an agreement with David Taussig & Associates for Special Tax Administration Services.
14. **Annual Assessment for Lighting District Nos. 1 and 2.**
Recommendation: Adopt Resolution Nos. 2016-007, 2016-008, 2016-009 and 2016-010.

RESOLUTION NO. 2016-007. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE AMENDING AND/OR APPROVING THE REPORT OF THE ENGINEER REGARDING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF BLYTHE LIGHTING DISTRICT NO. 1 FOR FISCAL YEAR 2016-2017.

RESOLUTION NO. 2016-008. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE AMENDING AND/OR APPROVING THE REPORT OF THE ENGINEER REGARDING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF BLYTHE LIGHTING DISTRICT NO. 2 FOR FISCAL YEAR 2016-2017.

RESOLUTION NO. 2016-009. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN CITY OF BLYTHE LIGHTING DISTRICT NO. 1 FOR FISCAL YEAR 2016-17 PURSUANT TO THE PROVISION OF PART 2 OF DIVISION 15 OF CALIFORNIA STREETS AND HIGHWAYS CODE AND APPOINTING A TIME AND PLACE FOR HEARING PROTESTS.

RESOLUTION NO. 2016-010. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN CITY OF BLYTHE LIGHTING DISTRICT NO. 2 FOR FISCAL YEAR 2016-17 PURSUANT TO THE PROVISION OF PART 2 OF DIVISION 15 OF CALIFORNIA STREETS AND HIGHWAYS CODE AND APPOINTING A TIME AND PLACE FOR HEARING PROTESTS.

No Public Comment. Mayor DeConinck asked for a motion on items 1-8 and 10-14. Councilman Egan moved approval of the Consent Calendar. Vice Mayor Wade seconded the motion with a unanimous aye vote.

Police Chief Employment Agreement. Vice Mayor Wade recused himself due to a potential conflict of interest. Interim City Manager Crecelius stated there have been some amendments to the contract published in the Agenda. The first is severance, which should be changed from 3 to 4 months. The second addition is an annual performance review by the City Manager with an annual merit not to exceed 5% per year for the term of the contract.

No public comment. Councilman Egan moved approval of the Agreement. The motion was seconded by Councilman Reynolds with a unanimous aye vote. Vice Mayor Wade rejoined the meeting.

NEW BUSINESS:

Request to Waive Fees. Interim City Manager Crecelius stated to construct the new I-10 Riviera Drive off-ramp, it was necessary to re-configure the surrounding parcels. The City is participating with the two adjoining property owners to amend parcel boundaries. Under the proposed map, property lines will be situated in a manner that allows each of the three property owners to maintain their same individual amount of acreage although actual parcels will be re-positioned. Recordation of the proposed Tract Map benefits the City by forming two functional parcels of land for the City's future use. The City of Blythe previously contributed one-half of the engineering fees incurred in the preparation of the tract map. In order to further accomplish the land division, certain city imposed fees are applicable. As the City's contribution to the project, it is staff's recommendation that Council waive the planning fees associated with the proposed map. All ancillary costs incurred would be the responsibility of the adjoining property owner(s). The requested waiver of planning fees applies solely to the Tract Map process.

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

Alexander Field Fence Improvements. Public Works Director Baldizzone stated per the request of the Parks and Rec Committee, staff obtained quotes to remove the existing 8ft fence at Alexander to install a new 6ft fence. Installation of the new fence will include 4ft wide man gates, one 24ft wide double drive gate and one 30ft wide double drive gate. To reduce cost of installation, the Public Works Department will perform the demolition, trenching and installation of an 8in curb. Three proposals were received with the low bidder being Smith Fence at \$22,320. The Parks and Rec Committee recommend the authorization of a Contract awarding the installation of the fence to Smith Fence. It is further recommended Council authorize a budget amendment in the amount of \$22,320.52 + sales tax from General Government to Parks.

Councilman Reynolds asked for the timeframe. It was reported no more than a month.

Public Comment. Richard Selph of 492 N. Earl is concerned with the fence proposal. Why are you re-doing this fence? It was reported there are places that need to be repaired and a patch was the same amount of money as a new fence. Mr. Selph thinks grading should be added to the project.

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

Vehicle Purchase-Street Department. Public Works Director Baldizzone stated Public Works is in dire need of replacing its Street Department vehicle fleet. Currently the Street Department has a 1995, 1999, 1997 and 2007 pickup trucks. All vehicles with the exception of the 2007 have over 100,000 miles. Staff has found vehicles from the procurement division of the State of California. The cost of three Ford F-150 4x2 regular cab pickups is \$67,128.46. This includes taxes, fees and delivery. There is an additional costs of \$4,920 for safety equipment. The current funding available for Street equipment is \$17,000. There is a balance of \$180,000 in asphalt and base materials. It is

recommended a budget amendment of \$55,000 from asphalt and base materials to Street equipment be made for the purchase of these vehicles.

Mayor DeConinck asked Public Works Director Baldizzone to explain why these trucks cannot be purchased locally. It was reported the local dealer is not a State bid provider. If we have to go through the bid process we won't be able to purchase the vehicles this fiscal year.

No public comment. Councilman Egan moved approval of the purchase of the vehicles. The motion was seconded by Councilman Reynolds with a unanimous aye votes.

ORAL REPORTS:

Interim City Manager Crecelius stated staff has been working on amendments to the Parking Ordinance which is to come before Council on May 10th. Prior to that meeting staff would like to schedule a Study Session to look at those changes.

PUBLIC COMMENT:

Joseph Williams of 620 N. Sola Ave stated he uses the Rec Center and paid for a membership but could not use it due to the youth basketball league. He would like his money back or another membership.

MEMBER COMMENT:

Mayor DeConinck stated the Outlook Conference went well, but I would have like to see more locals there. The CWA Farmers ball is April 23rd. The Spaghetti Dinner went well; I think 1,000 went through the take out line.

ADJOURN:

The City Council meeting was adjourned at 6:30pm.

Joseph DeConinck, Mayor

ATTEST:

Mallory Sutterfield-Creclius, City Clerk

City of Blythe
PERMITS ISSUED
For the Period 4/1/2016 thru 4/30/2016

Permit No./Issued		Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1604-014	4/8/2016	DEMO-INT		2170 WEST HOBSONWAY	RICARDO & ERIKA LIMON	0.00	47.00	47.00
	4/8/2016	ISSUED		824200005 Permit Name:	RICARDO & ERIKA LIMON			
Total for: DEMO-INT						0.00	47.00	47.00

Permit No./Issued		Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1604-030	4/20/2016	ELEC		200 BLOCK WEST HOBSONWA	CITY OF BLYTHE	500.00	195.63	68.50
	4/19/2016	ISSUED		845132021 Permit Name: FOR TEMP MODULAR OFFICE	JOHNSON CYLE ELECTRIC INC			
B1604-019	4/12/2016	ELEC		213 WEST HOBSONWAY	KEHL FAMILY TRUST	8,000.00	100.00	100.00
	4/12/2016	ISSUED		845132020 Permit Name:	T V E C INC			
B1603-031	4/8/2016	ELEC		390 SOUTH FOURTH STREET	ROSALIE & ANA MARIE PRIETI	40,000.00	170.50	170.50
	3/25/2016	SOLAR		848162030 Permit Name: ROOF SOLAR & UPGRADE	SUNCREST SOLAR INC			
B1603-027	4/1/2016	ELEC		603 VISTA SUNRISE LANE	QUIHUIS & CAMANCHO	19,620.00	118.20	118.20
	3/22/2016	SOLAR		869371026 Permit Name: ROOF SOLAR	SMART ENERGY SOLAR INC			
B1603-028	4/6/2016	ELEC		518 WEST OREGON STREET	VICTOR MENDOZA	15,681.60	140.17	140.17
	3/22/2016	SOLAR		842041027 Permit Name: ROOF SOLAR & UPGRADE	OMNI VALLEY CONSTRUCTIO			
B1604-010	4/18/2016	ELEC		301 NORTH WILLOW AVENUE	MELVIN & PHYLLIS MULLEN	33,682.44	137.07	137.07
	4/6/2016	SOLAR		845022020 Permit Name: ROOF MOUNT SOLAR	HOSOPO CORPORATION			
B1604-011	4/18/2016	ELEC		301 NORTH WILLOW AVENUE	MELVIN & PHYLLIS MULLEN	1,800.00	86.65	86.65
	4/6/2016	SOLAR		845022020 Permit Name: NEW 225 AMP PANEL	MYERS ELECTRIC CO			
B1512-034	4/19/2016	ELEC		331 ALICE LANE	ESTHER RESENDEZ	25,000.00	223.05	223.05
	12/30/2015	SOLAR		848162004 Permit Name: ROOF SOLAR & UPGRADE	HELIOPOWER INC			
B1512-035	4/19/2016	ELEC		311 ALICE LANE	JERRY & JOEL WHITE	27,500.00	323.30	323.30
	12/30/2015	SOLAR		848162002 Permit Name: ROOF SOLAR & UPGRADE	HELIOPOWER INC			
B1604-004	4/19/2016	ELEC		411 TESORO LANE	STUART & NANCY CRAIG	22,890.00	115.83	115.83
	4/4/2016	SOLAR		851151012 Permit Name: ROOF SOLAR	CALIFORNIA SOLAR CONCEPT			
B1604-026	4/19/2016	ELEC		608 NORTH FOURTH STREET	ALBERT & ROSEMARY ALBAN	530.00	68.50	68.50
	4/18/2016	FINALED		842111010 Permit Name: & PAINTING	BLYTHE CONSTRUCTION COM			
B1604-008	4/21/2016	ELEC		971 VISTA SUNRISE LANE	ROGELIO & LISA PEREZ	18,122.00	105.16	105.16
	4/5/2016	SOLAR		869372005 Permit Name: ROOF SOLAR	SOLARCITY CORPORATION			

For the Period 4/1/2016 thru 4/30/2016

B1604-009 4/21/2016 4/5/2016 4/20/2016	ELEC SOLAR ISSUED	1078 JUAN CIRCLE 869362002 Permit Name: ROOF SOLAR	GIDEON JOHNSON SOLARCITY CORPORATION	11,713.00	104.52	104.52
B1604-027 4/21/2016 4/18/2016 4/20/2016	ELEC SOLAR ISSUED	1201 WEST WISCONSIN STREE 836170007 Permit Name: ROOF SOLAR	VICTORIA PROVENCIO SOLARCITY CORPORATION	9,957.00	104.35	104.35
B1604-028 4/21/2016 4/18/2016 4/20/2016	ELEC SOLAR ISSUED	820 AURORA WAY 842222005 Permit Name: ROOF SOLAR	TOMASA LUNA SOLARCITY CORPORATION	14,056.00	104.76	104.76
B1603-030 4/5/2016 3/24/2016 3/30/2016	ELEC SOLAR FINALED	870 LIDO LANE 869371015 Permit Name: ROOF SOLAR	JAIME & ANA PENA EQUISOLAR INC	17,500.00	100.35	100.35
B1604-029 4/21/2016 4/18/2016 4/20/2016	ELEC SOLAR ISSUED	318 SAN LUIS WAY 836155001 Permit Name: ROOF SOLAR & UPGRADE	CALIXTO & ANITA ALVAREZ SOLARCITY CORPORATION	15,360.00	135.39	135.39
B1603-022 4/6/2016 3/17/2016 3/25/2016	ELEC ISSUED	2644 COLORADO RIVER ROAD 833370054 Permit Name: & CONCRETE - FOR SWIM SPA	DAWN VAN DYKE STAN DUNCAN	2,900.00	109.00	109.00
B1603-009 4/27/2016 3/7/2016 3/10/2016	ELEC SOLAR ISSUED	140 EUNICE CIRCLE 842192014 Permit Name: ROOF SOLAR	RICHARD L & BARBARA CALE SUNCREST SOLAR INC	64,554.00	111.81	111.81
B1604-023 4/21/2016 4/14/2016 4/20/2016	ELEC SOLAR ISSUED	1080 EAST NEVADA AVENUE 857083002 Permit Name: ROOF SOLAR & UPGRADE	FERNANDO & MARIA SALDAN VERENGO INC	30,000.00	142.60	142.60
Total for: ELEC				379,366.04	2,696.84	2,569.71

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1603-004 4/6/2016 3/2/2016 4/1/2016	EXCAV CABLE TV ISSUED	300 BLOCK SAN LUIS WAY Permit Name: CONDUIT REPAIR	CITY RIGHT OF WAY SUDDENLINK COMMUNICATI	0.00	0.00	0.00
Total for: EXCAV				0.00	0.00	0.00

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1604-012 4/15/2016 4/7/2016 4/15/2016	FENCE BLOCK ISSUED	1201 WEST WISCONSIN STREE 836170007 Permit Name: BLOCK & WROUGHT IRON	VICTORIA PROVENCIO OWNER	3,780.00	179.96	179.96
Total for: FENCE				3,780.00	179.96	179.96

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1603-035 4/7/2016 3/28/2016 4/1/2016	GARAGE ISSUED	2056 RIVIERA DRIVE 869380017 Permit Name: Includes Elec & Septic	ELIZABETH J MAIN BRUCE CLARK BACKHOE	28,832.00	960.49	960.49

For the Period 4/1/2016 thru 4/30/2016

Total for: GARAGE

28,832.00 960.49 960.49

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1604-007 4/5/2016	MECH	967 EAST MURPHY STREET 851063008	MARTIN & KIMBERLY SCHMIL JOHN HARRISON CONTRACTOR	3,000.00	50.50	50.50
4/5/2016 4/5/2016	ISSUED	Permit Name:				
B1604-005 4/5/2016	MECH	161 WEST CHAPARRAL DRIVE 842144015	MELCHOR GARCIA JOHN HARRISON CONTRACTOR	3,000.00	50.50	50.50
4/5/2016 4/5/2016	ISSUED	Permit Name:				
B1604-006 4/5/2016	MECH	491 SOUTH FOURTH STREET 848163020	LINDA HARRIS JOHN HARRISON CONTRACTOR	3,000.00	50.50	50.50
4/5/2016 4/5/2016	ISSUED	Permit Name:				

Total for: MECH

9,000.00 151.50 151.50

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1604-001 4/25/2016	MH	2056 RIVIERA DRIVE 869380017	ELIZABETH J MAIN BRUCE CLARK BACKHOE	130,000.00	2,696.00	2,696.00
3/28/2016 4/1/2016	ISSUED	Permit Name: INSTALLATION				

Total for: MH

130,000.00 2,696.00 2,696.00

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1603-034 4/7/2016	MHPREP	2056 RIVIERA DRIVE 869380017	ELIZABETH J MAIN BRUCE CLARK BACKHOE	130,000.00	262.90	262.90
3/28/2016 4/1/2016	ISSUED	Permit Name: SITE PREP				

Total for: MHPREP

130,000.00 262.90 262.90

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1604-025 4/20/2016	OTHER	221 WEST HOBSONWAY 845132019	DAVID & MARIA KEHL BLYTHE CONSTRUCTION COM	2,000.00	177.70	177.70
4/15/2016 4/20/2016	ISSUED	Permit Name: INTERIOR STORAGE ROOM				

B1603-029 4/5/2016	OTHER	345 NORTH THIRD STREET 845073005	DESERT LEARNING CENTER IN MARK A TEMPLE CONSTRUCT	1,500.00	90.60	90.60
3/24/2016 3/29/2016	ISSUED	Permit Name: ADA RAMPS				

Total for: OTHER

3,500.00 268.30 268.30

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1604-017 4/15/2016	PATIO SOLID	450 NORTH FIFTH STREET 845091015	JUAN & CYNTHIA TELLEZ OWNER	2,600.00	156.86	156.86
4/11/2016 4/15/2016	ISSUED	Permit Name: SOLID				

For the Period 4/1/2016 thru 4/30/2016

Total for: **PATIO**

2,600.00 156.86 156.86

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1604-013 4/7/2016 4/7/2016 4/7/2016	PLUMB WATER HEATER ISSUED	441 SOUTH SECOND STREET 848141015 Permit Name: WATER HEATER	JULIANA L BATTLE ROLLIN AIR INC	500.00	26.00	26.00
B1603-021 4/15/2016 3/15/2016 3/16/2016	PLUMB WATER HEATER FINALED	381 RIVER VALLEY AVENUE 854123007 Permit Name: WATER HEATER	HERIBERTO & SUSANA CAVAZ CRECELIUS INC	830.82	26.00	26.00
B1603-006 4/15/2016 3/3/2016 3/1/2016	PLUMB WATER HEATER FINALED	349 SAN JACINTO WAY 836151007 Permit Name: WATER HEATER	MARIA P MULHERIN CRECELIUS INC	1,163.83	26.00	26.00
B1603-045 4/15/2016 3/31/2016 4/4/2016	PLUMB WATER HEATER FINALED	321 WEST HOBSONWAY 845131015 Permit Name: WATER HEATER	JAMES J LEE CRECELIUS INC	1,268.00	26.00	26.00
B1603-039 4/15/2016 3/30/2016 4/4/2016	PLUMB WATER HEATER ISSUED	535 WEST BARNARD STREET 845030005 Permit Name: WATER HEATER	BLYTHE BARNARD LLC CRECELIUS INC	1,265.33	26.00	26.00
B1603-040 4/15/2016 3/30/2016 4/4/2016	PLUMB WATER HEATER FINALED	1251 EAST FOURTEENTH AVE 854060021 Permit Name: WATER HEATER	MONTEREY OF BLYTHE LTD P CRECELIUS INC	1,157.37	26.00	26.00
B1603-041 4/15/2016 3/30/2016 4/4/2016	PLUMB WATER HEATER FINALED	200 NORTH LOVEKIN BOULEV 845100016 Permit Name: WATER HEATER	HPD RIVERSIDE CRECELIUS INC	911.46	26.00	26.00
B1603-042 4/15/2016 3/30/2016 4/4/2016	PLUMB WATER HEATER ISSUED	1251 EAST FOURTEENTH AVE 854060021 Permit Name: WATER HEATER	MONTEREY OF BLYTHE LTD P CRECELIUS INC	1,057.03	26.00	26.00
B1603-043 4/15/2016 3/30/2016 4/4/2016	PLUMB WATER HEATER FINALED	481 NORTH EUCALYPTUS AVI 845030007 Permit Name: WATER HEATER	HPD RIVERSIDE CRECELIUS INC	972.33	26.00	26.00
B1603-044 4/15/2016 3/31/2016 4/4/2016	PLUMB WATER HEATER FINALED	200 NORTH NINTH STREET, # 851061014 Permit Name: WATER HEATER	HPD SILSBY GARDENS CRECELIUS INC	958.55	26.00	26.00
B1603-038 4/15/2016 3/30/2016 4/4/2016	PLUMB WATER HEATER FINALED	481 NORTH EUCALYPTUS AVI 845030007 Permit Name: WATER HEATER	HPD RIVERSIDE CRECELIUS INC	960.77	26.00	26.00
Total for: PLUMB				11,045.49	286.00	286.00

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1604-031 4/21/2016 4/20/2016 4/20/2016	REMOVE-R ISSUED	900 WEST DONLON STREET 836143001 Permit Name: DEMOLITION	LELAND & MARTHA CORMELI R & L WATKINS INC	5,500.00	47.00	47.00

For the Period 4/1/2016 thru 4/30/2016

B1604-015 4/15/2016 4/8/2016 4/8/2016	REMOVE-R ISSUED	1172 NORTH INTAKE BOULEV 857120003 Permit Name:	WYATT T HANCOCK OWNER	500.00	47.00	47.00
B1604-016 4/15/2016 4/8/2016 4/8/2016	REMOVE-R ISSUED	1150 NORTH INTAKE BOULEV 857120005 Permit Name:	WYATT T HANCOCK OWNER	500.00	47.00	47.00
Total for: REMOVE-R				6,500.00	141.00	141.00

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1604-018 4/12/2016 4/12/2016 4/12/2016	RERF TEAR OFF FINALED	8360 EAST TENTH AVENUE 830240038 Permit Name: Includes Insulation & Painting	LOWELL TODD ANDREW LEWIS CONSTRUCTI	15,000.00	254.20	254.20
B1604-022 4/14/2016 4/14/2016 4/14/2016	RERF TEAR OFF FINALED	1151 EAST CHANSLORWAY 857085001 Permit Name: TEAR OFF	STEVEN & WILMA FULMER OWNER	1,105.00	48.50	48.50
B1604-036 4/28/2016 4/28/2016 4/28/2016	RERF TEAR OFF ISSUED	490 SOUTH FIRST STREET 848141040 Permit Name: TEAR OFF	MILBAUER & HOWE OWNER	1,550.00	58.55	0.00
Total for: RERF				17,655.00	361.25	302.70

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
RC1603-002 4/25/2016 3/9/2016 3/14/2016	RIVCOUNTY ISSUED	5181 COLORADO RIVER ROAE 833081011 Permit Name: MH INSTALL (Replacement)	ILENE ABYAD OWNER	6,000.00	728.68	728.68
RC1603-003 4/25/2016 3/10/2016 3/14/2016	RIVCOUNTY ISSUED	5181 COLORADO RIVER ROAE 833081011 Permit Name: SEPTIC & LEACH LINES	ILENE ABYAD OWNER	3,500.00	186.00	186.00
RC1604-003 4/25/2016 4/20/2016 4/25/2016	RIVCOUNTY ISSUED	5181 COLORADO RIVER ROAE 833081011 Permit Name: ELECTRICAL	ILENE ABYAD NEKOTA POWER INC	0.00	251.60	251.60
RC1604-001 4/27/2016 4/6/2016 4/18/2016	RIVCOUNTY ISSUED	9826 18TH AVENUE 869310007 Permit Name: ROOF MOUNT SOLAR	VARP INC M SANDERSON CONSTRUCTIC	93,000.00	443.90	443.90
RC1604-004 4/29/2016 4/20/2016 4/25/2016	RIVCOUNTY ISSUED	19980 NEIGHBOURS BOULEV/ 866170003 Permit Name: ROOF SOLAR & PANEL UPGRADE	RAMON QUEZADA SMART ENERGY SOLAR INC	38,880.00	688.09	0.00
Total for: RIVCOUNTY				141,380.00	2,298.27	1,610.18

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1602-049 4/22/2016 2/25/2016 3/3/2016	SIGN ISSUED	173 NORTH SOLANO AVENUE 836080016 Permit Name: RELOCATE	APOSTOLIC ASSEMBLY O OWNER	4,500.00	326.41	326.41

For the Period 4/1/2016 thru 4/30/2016

Total for: **SIGN**

4,500.00 326.41 326.41

55 Permits Issued from 4/1/2016 Thru 4/30/2016

Total Valuation: \$868,158.53
Total Fees: \$10,832.78
Total Fees Paid: \$9,959.01

City of Blythe
Permits Applications Received
For the Period 4/1/2016 thru 4/30/2016

Permit No.	Applied	Type	Subtype	Status	Site Address/Parcel No.	Applicant/Owner/Contractor
BP1604-001	4/1/2016	BURNPERMIT		FINALED	1007 NORTH BROADWAY 839090003	JUSTIN MAYS LAWRENCE & MARCELLENE TOWNS
Permit Name: AG BURN-BERMUDA, DITCHES & BORDERS Description:						
BP1604-002	4/8/2016	BURNPERMIT		FINALED	244 HEFLIN DRIVE 824170050	OWNER TIMOTHY & LAURIE ANN RAY
Permit Name: Description:						
BP1604-003	4/25/2016	BURNPERMIT		FINALED	1321 EAST FOURTEENTH AVENUE 854121027	OWNER LUTHER D HOLLEY
Permit Name: Description:						
BP1604-004	4/27/2016	BURNPERMIT		FINALED	2115 FLORENCE BOULEVARD 824191041	OWNER JUAN & REYNALDA PASCUA
Permit Name: Description:						
4 Permit Applications from 4/1/2016 Thru 4/30/2016						

City of Blythe
Permits Applications Received
For the Period 4/1/2016 thru 4/30/2016

Permit No.	Applied	Type	Subtype	Status	Site Address/Parcel No.	Applicant/Owner/Contractor
L1604-001	4/6/2016	BUSINESSLICENS		FINALED	524 EAST AVENUE A 845164011	SALINAS CAR WASH PETE R SALINAS
Permit Name: Description:						
L1604-002	4/6/2016	BUSINESSLICENS		FINALED	131 WEST HOBSONWAY 845133021	SKIN-TO-GO LLC THOMAS & TAMMY VELARDE
Permit Name: Description:						
2 Permit Applications from 4/1/2016 Thru 4/30/2016						

City of Blythe
Cases Opened (By Type)
For the Period 4/1/2016 thru 4/30/2016

Type of Case	Number opened
BLDG	8
COMPLAINT	2
DEBRIS	3
DUMPING	1
FIRE	1
WATER	1
WEED	1
ZONING	1
<hr/>	
Total Cases Opened:	18

Cases closed in April: 8

Current Active Cases: 250

**CITY OF BLYTHE FIRE DEPARTMENT
MONTHLY INCIDENT AND ACTIVITY REPORT
APRIL 2016**

<u>Incident</u>	<u>Total</u>
Public Assist / Rescue / Medical Aid	23
Structure	3
Vehicle Fire	3
Brush, Grass, Leaves	5
Trash, Rubbish, Dumpster	1
Bees	2
Fire Alarms	1
Other	8
Total # of Incidents	46
 <u>Activity</u>	
Drills	5
Staff Meeting	1
Total Activities	6

Respectfully Submitted

Billy Kem, Fire Chief



CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: May 10, 2016

SUBJECT: Annual Consumer Price Index and Landfill Rate Adjustment

PRESENTED BY: Christa Elms, Interim Finance Director

PREPARED BY: Christa Elms, Interim Finance Director

RECOMMENDATION: Approve the annual rate adjustments submitted by CR&R pursuant to Section 22.7.1 of the Solid Waste and Recycling Services Agreement

FISCAL IMPACT: An increase to commercial and residential customers of 2.03% for Sanitation services and 2.03% increase in Landfill fees.

BACKGROUND: On January 27, 2015, the City Council adopted the Second Amendment and Restatement to the Solid Waste Franchise Agreement between CR&R Incorporated and the City of Blythe. The Agreement subsequently went into effect on February 1, 2015. Section 22.7.1 of the Agreement states beginning July 1, 2015, and on each July 1st thereafter, all rates set forth in Exhibit A, including all ancillary fees and charges, shall be adjusted by the Consumer Price Index "CPI", All Urban Consumers, for the Los Angeles/Riverside/Orange County Metropolitan area. Disposal and Waste processing shall be adjusted annually based on the CPI or the percentage increase in the per ton tipping fee established by the Riverside County Waste Management Department. All requests for rate adjustments shall be submitted to the City Manager for review and accuracy and the City Council shall approve the rate adjustments.

STAFF REPORT: City staff has reviewed the rate adjustments submitted by CR&R for completeness and accuracy. It is recommended Council approve the rate adjustments as submitted.

ATTACHMENTS:

1. Annual Consumer Price Index and Landfill Rate Adjustment as submitted by CR&R Inc. for FY 2016/2017



March 30, 2016

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

Re: Annual Consumer Price Index and Landfill Rate Adjustment

Dear Mallory,

Pursuant to Section 22.7 of our current agreement to provide Solid Waste and Recycling Services to the City of Blythe, CR&R Incorporated respectfully submits the attached information which outlines our Annual Rate Adjustment request for fiscal year 2016-2017. As you may be aware, our current contract allows for annual adjustments to both the rates and the weightings which determine those rates. The attached rates are reflective of these changes for fiscal year 2016-2017.

This correspondence, as well as the attached exhibit, outlines both the current and proposed rates for residential and commercial customers located within the City of Blythe. In reviewing the CPI data from the United States Department of Labor, Bureau of Labor Statistics, for December 2014 through December 2015, the CPI has increased by 2.03%. In addition, the County of Riverside will be increasing their Landfill Tipping Fee from \$36.47 per ton to \$37.21 per ton effective July 1, 2016. The landfill adjustment represents an increase of approximately 2.03%

The new proposed rates, as stipulated in our contract, would become effective July 1, 2016.

It continues to be our pleasure being of service to the City of Blythe. We appreciate the trust you and your City have put in our company as we move forward in providing service under the new contractual agreement.

Please let us know if you should have any questions.

Sincerely,

J. Alex Braicovich
Senior Regional Vice President

Cc: David Fahrion, CR&R Inc

crrwasteservices.com

CPI (All Urban Consumers -JARI/IV/OC (December))

New	37.21	Previous	\$ 36.47	2.03%
Landfill	\$		\$0.74	2.03%

Service Component				
Previous Rate	Contract	CPI Change	Rate Change	Unit Measure
\$20.11	75.3%	2.03%	\$0.31	per month
\$8.01	75.3%	2.03%	\$0.12	per month
\$50.03	100.0%	2.03%	\$0.04	per month
\$9.03	70.9%	2.03%	\$0.72	per month
	70.9%	2.03%	\$0.13	per month

Service Component				
Previous Rate	Contract	CPI Change	Rate Change	Unit Measure
\$98.94	72.0%	2.03%	\$1.45	per month
\$198.13	72.0%	2.03%	\$2.90	per month
\$148.60	72.0%	2.03%	\$2.17	per month
\$248.85	72.0%	2.03%	\$3.64	per month
\$349.07	72.0%	2.03%	\$5.10	per month
\$449.34	72.0%	2.03%	\$6.57	per month
\$549.58	72.0%	2.03%	\$8.03	per month
\$649.83	72.0%	2.03%	\$9.50	per month
\$198.13	72.0%	2.03%	\$2.90	per month
\$331.75	72.0%	2.03%	\$4.85	per month
\$465.43	72.0%	2.03%	\$6.80	per month
\$599.04	72.0%	2.03%	\$8.76	per month
\$732.70	72.0%	2.03%	\$10.71	per month
\$866.34	72.0%	2.03%	\$12.66	per month

\$231.29	72.0%	2.03%	\$3.38	per month
\$454.50	72.0%	2.03%	\$5.64	per month
\$616.12	72.0%	2.03%	\$9.01	per month
\$764.76	72.0%	2.03%	\$11.18	per month
\$906.20	72.0%	2.03%	\$13.25	per month
\$1,047.65	72.0%	2.03%	\$15.31	per month

Service Component				
Previous Rate	Contract	CPI Change	Rate Change	Unit Measure
\$100.34	100.0%	2.03%	\$2.04	per month
\$170.79	100.0%	2.03%	\$3.47	per month
\$244.71	100.0%	2.03%	\$4.97	per month
\$300.39	100.0%	2.03%	\$6.10	per month
\$379.27	100.0%	2.03%	\$7.70	per month
\$458.15	100.0%	2.03%	\$9.30	per month
\$138.57	100.0%	2.03%	\$2.81	per month
\$228.98	100.0%	2.03%	\$4.67	per month
\$321.64	100.0%	2.03%	\$6.53	per month
\$401.87	100.0%	2.03%	\$8.16	per month
\$486.24	100.0%	2.03%	\$10.12	per month
\$584.62	100.0%	2.03%	\$12.07	per month

Landfill Component				
Previous Rate	Contract	CPI Change	Rate Change	Unit Measure
\$20.11	24.7%	2.03%	\$0.10	
\$8.01	24.8%	2.03%	\$0.04	
\$0.00	0.00%	2.03%	\$0.00	
\$30.03	28.11%	2.03%	\$0.30	
\$9.03	29.11%	2.03%	\$0.05	

Landfill Component				
Previous Rate	Contract	CPI Change	Rate Change	Unit Measure
\$98.94	28.0%	2.03%	\$0.56	
\$198.13	28.0%	2.03%	\$1.13	
\$148.60	28.0%	2.03%	\$0.84	
\$248.85	28.0%	2.03%	\$1.41	
\$349.07	28.0%	2.03%	\$1.98	
\$449.34	28.0%	2.03%	\$2.55	
\$549.58	28.0%	2.03%	\$3.12	
\$649.83	28.0%	2.03%	\$3.69	
\$198.13	28.0%	2.03%	\$1.13	
\$331.75	28.0%	2.03%	\$1.88	
\$465.43	28.0%	2.03%	\$2.84	
\$599.04	28.0%	2.03%	\$3.40	
\$732.70	28.0%	2.03%	\$4.16	
\$866.34	28.0%	2.03%	\$4.92	

\$231.29	28.0%	2.03%	\$1.31	
\$454.50	28.0%	2.03%	\$2.58	
\$616.12	28.0%	2.03%	\$3.50	
\$764.76	28.0%	2.03%	\$4.54	
\$906.20	28.0%	2.03%	\$5.15	
\$1,047.65	28.0%	2.03%	\$5.95	

Rate Change	Previous Rate	Proposed Rate	Net % Change
\$0.41	\$20.11	\$20.52	2.04%
\$0.16	\$8.01	\$8.17	2.00%
\$0.04	\$1.90	\$1.94	2.11%
\$1.02	\$50.03	\$51.05	2.04%
\$0.18	\$9.03	\$9.21	1.99%

Rate Change	Previous Rate	Proposed Rate	Net % Change
\$2.01	\$98.94	\$100.95	2.03%
\$4.03	\$198.13	\$202.16	2.03%
\$3.01	\$148.60	\$151.61	2.03%
\$5.05	\$248.85	\$253.90	2.03%
\$7.08	\$349.07	\$356.15	2.03%
\$9.12	\$449.34	\$458.46	2.03%
\$11.15	\$549.58	\$560.73	2.03%
\$13.19	\$649.83	\$663.02	2.03%
\$4.03	\$198.13	\$202.16	2.03%
\$6.73	\$331.75	\$338.48	2.03%
\$9.44	\$465.43	\$474.87	2.03%
\$12.16	\$599.04	\$611.20	2.03%
\$14.87	\$732.70	\$747.57	2.03%
\$17.58	\$866.34	\$883.92	2.03%

\$4.88	\$231.29	\$235.98	2.03%
\$9.22	\$454.50	\$463.72	2.03%
\$12.51	\$616.12	\$628.63	2.03%
\$15.52	\$764.76	\$780.28	2.03%
\$18.40	\$906.20	\$924.60	2.03%
\$21.26	\$1,047.65	\$1,068.91	2.03%

Rate Change	Previous Rate	Proposed Rate	Net % Change
\$2.04	\$100.34	\$102.38	2.03%
\$3.47	\$170.79	\$174.26	2.03%
\$4.97	\$244.71	\$249.68	2.03%
\$6.10	\$300.39	\$306.49	2.03%
\$7.70	\$379.27	\$386.97	2.03%
\$9.30	\$458.15	\$467.45	2.03%
\$2.81	\$138.57	\$141.38	2.03%
\$4.67	\$228.98	\$234.65	2.03%
\$6.53	\$321.64	\$328.17	2.03%
\$8.16	\$401.87	\$410.03	2.03%
\$10.12	\$486.24	\$496.36	2.03%
\$12.07	\$584.62	\$606.69	2.03%

Additional Commercial Services				
Previous Rate	Contract	CPI Change	Rate Change	Unit Measure
\$92.67	100.0%	2.03%	\$1.88	per bin
\$72.52	100.0%	2.03%	\$1.47	per bin
\$34.25	100.0%	2.03%	\$0.70	per account
\$50.36	100.0%	2.03%	\$1.02	per account
\$56.41	100.0%	2.03%	\$1.15	per bin or cart
\$54.39	100.0%	2.03%	\$1.10	per occurrence
\$65.47	100.0%	2.03%	\$1.33	per bin
\$65.47	100.0%	2.03%	\$1.33	per bin
\$55.40	100.0%	2.03%	\$1.12	per set of two carts
\$55.40	100.0%	2.03%	\$1.12	per set of two carts
\$46.33	100.0%	2.03%	\$0.92	per bin per month
\$50.36	100.0%	2.03%	\$0.92	per bin per month
\$16.12	100.0%	2.03%	\$1.02	per bin per occurrence
\$15.11	100.0%	2.03%	\$0.33	per bin per month
\$603.63	100.0%	2.03%	\$0.31	each
\$75.54	100.0%	2.03%	\$10.22	each bin
\$65.40	100.0%	2.03%	\$0.72	per item
\$55.40	100.0%	2.03%	\$1.53	per bin
\$55.40	100.0%	2.03%	\$1.12	per bin
\$10.07	100.0%	2.03%	\$0.00	no charge
\$15.11	100.0%	2.03%	\$0.20	per bin per month
\$20.15	100.0%	2.03%	\$0.31	per bin per month
\$25.18	100.0%	2.03%	\$0.41	per bin per month
\$30.22	100.0%	2.03%	\$0.51	per bin per month
\$30.22	100.0%	2.03%	\$0.61	per bin per month

Roll-off Services				
Previous Rate	Contract	CPI Change	Rate Change	Unit Measure
\$249.64	100.0%	2.03%	\$6.07	per haul + disposal cost
\$249.64	100.0%	2.03%	\$6.07	per haul
\$502.46	100.0%	2.03%	\$10.20	per haul + disposal cost
\$76.97	100.0%	2.03%	\$1.56	per container
\$80.36	100.0%	2.03%	\$1.02	per account
\$95.69	100.0%	2.03%	\$1.94	per container
\$95.69	100.0%	2.03%	\$1.94	per container

Residential Services				
Previous Rate	Contract	CPI Change	Rate Change	Unit Measure
\$16.12	100.0%	2.03%	\$0.33	per cart
\$16.12	100.0%	2.03%	\$0.33	per cart
\$23.17	100.0%	2.03%	\$0.47	per item
\$25.18	100.0%	2.03%	\$0.51	per account
\$100.68	100.0%	2.03%	\$2.04	per kit
\$56.41	100.0%	2.03%	\$1.15	per kit
\$53.23	100.0%	2.03%	\$1.08	plus \$2.00/day after 7 days
\$53.23	100.0%	2.03%	\$1.08	per service
\$70.97	100.0%	2.03%	\$1.44	plus \$2.00/day after 7 days
\$70.97	100.0%	2.03%	\$1.44	per service
\$50.36	100.0%	2.03%	\$1.02	per bin per occurrence
\$50.36	100.0%	2.03%	\$1.02	per set
\$45.33	100.0%	2.03%	\$0.92	per set
\$65.47	100.0%	2.03%	\$1.33	per cart
\$15.11	100.0%	2.03%	\$0.31	per pick-up load

Street Sweeping Services				
Previous Rate	Contract	CPI Change	Rate Change	Unit Measure
\$75.54	100.0%	2.03%	\$1.53	per hour (port-to-port)

Rate Change	Previous Rate	Proposed Rate	Net % Change
\$1.88	\$92.67	\$94.55	2.03%
\$1.47	\$72.52	\$73.99	2.03%
\$0.70	\$34.25	\$34.95	2.04%
\$1.02	\$50.36	\$51.38	2.03%
\$1.15	\$56.41	\$57.56	2.04%
\$1.10	\$54.39	\$55.49	2.02%
\$1.33	\$65.47	\$66.80	2.03%
\$1.33	\$65.47	\$66.80	2.03%
\$1.12	\$55.40	\$56.52	2.02%
\$1.12	\$55.40	\$56.52	2.02%
\$0.92	\$46.33	\$46.25	2.03%
\$1.02	\$60.36	\$61.38	2.03%
\$0.33	\$16.12	\$16.45	2.05%
\$0.31	\$15.11	\$15.42	2.05%
\$10.22	\$603.63	\$613.85	2.03%
\$0.72	\$35.25	\$35.97	2.04%
\$1.53	\$75.54	\$77.07	2.03%
\$1.12	\$55.40	\$56.52	2.02%
\$1.12	\$55.40	\$56.52	2.02%
\$0.20	\$10.07	\$10.27	1.99%
\$0.31	\$15.11	\$15.42	2.05%
\$0.41	\$20.15	\$20.56	2.03%
\$0.51	\$25.18	\$25.69	2.03%
\$0.61	\$30.22	\$30.83	2.02%

Rate Change	Previous Rate	Proposed Rate	Net % Change
\$5.07	\$249.64	\$254.71	2.03%
\$5.07	\$249.64	\$254.71	2.03%
\$10.20	\$502.46	\$512.66	2.03%
\$1.56	\$76.97	\$78.53	2.03%
\$1.02	\$80.36	\$81.38	2.03%
\$1.94	\$95.69	\$97.63	2.03%
\$1.94	\$95.69	\$97.63	2.03%

Rate Change	Previous Rate	Proposed Rate	Net % Change
\$0.33	\$16.12	\$16.45	2.05%
\$0.33	\$16.12	\$16.45	2.05%
\$0.47	\$23.17	\$23.64	2.03%
\$0.51	\$25.18	\$25.69	2.03%
\$2.04	\$100.68	\$102.72	2.03%
\$1.15	\$56.41	\$57.56	2.04%
\$1.08	\$53.23	\$54.31	2.03%
\$1.08	\$53.23	\$54.31	2.03%
\$1.44	\$70.97	\$72.41	2.03%
\$1.44	\$70.97	\$72.41	2.03%
\$1.02	\$50.36	\$51.38	2.03%
\$1.02	\$50.36	\$51.38	2.03%
\$1.02	\$50.36	\$51.38	2.03%
\$0.92	\$45.33	\$46.25	2.03%
\$1.33	\$65.47	\$66.80	2.03%
\$0.31	\$15.11	\$15.42	2.05%

Rate Change	Previous Rate	Proposed Rate	Net % Change
\$1.53	\$75.54	\$77.07	2.03%

**Consumer Price Index - All Urban Consumers
Original Data Value**

Series Id: CUURA421SA0, CUUSA421SA0
 Not Seasonally Adjusted
 Area: Los Angeles-Riverside-Orange County, CA
 Item: All items
 Base Period: 1982-84=100
 Years: 2006 to 2016

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2006	206.0	207.5	208.5	210.5	212.4	211.1	211.4	211.9	212.9	211.4	211.1	210.6
2007	212.584	214.760	216.500	217.845	218.596	217.273	217.454	217.330	217.697	218.696	219.943	219.373
2008	220.918	221.431	223.606	224.625	226.651	229.033	229.886	228.484	227.449	226.159	222.229	219.620
2009	220.719	221.439	221.376	221.693	222.522	223.906	224.010	224.507	225.226	225.264	224.317	223.643
2010	224.610	224.620	225.483	225.916	226.438	225.877	225.991	226.373	226.048	226.794	225.941	226.639
2011	228.652	229.729	232.241	233.319	233.367	232.328	231.303	231.833	233.022	233.049	232.731	231.567
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357
2016	247.155	247.113										



CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: May 10, 2016

SUBJECT: Investment Report for Third Quarter (Fiscal Year 2015/16)
March 31, 2016

PRESENTED BY: Christa Elms, City Treasurer

PREPARED BY: Christa Elms, City Treasurer

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

FISCAL IMPACT: None

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 Agency Checking Account
- Quarter-end statements from US Bank

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

www.treasurer.ca.gov/pmia-laif/laif.asp
April 07, 2016

CITY OF BLYTHE

TREASURER
235 NORTH BROADWAY
BLYTHE, CA 92225

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

March 2016 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	2,008,420.18
Total Withdrawal:	0.00	Ending Balance:	2,008,420.18



**STATEMENT
OF ACCOUNTS**

Page 1 of 6
CITY OF BLYTHE
Statement Number:
03/01/16 - 03/31/16

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

- Get notices about important transactions-via email or text message-quickly and easily at no cost. The Notifications service provides a convenient way to get the information you need to keep track of important account transactions and detect unusual activity. To sign up, Contracting Officers and Web Administrators can go online to the Administration Console on the Financial Center.

Public Fund Checking Summary

Account Number:

Days in statement period: Days in statement period: 31

Balance on 3/1	\$	2,445,874.90
Total Credits		1,395,633.00
Deposits (41)	154,061.74	
Electronic credits (33)	267,945.24	
Other credits (34)	973,626.02	
Total Debits		-1,474,462.15
Electronic debits (6)	-97,885.43	
ZBA debits (42)	-1,376,460.07	
Other debits (1)	-116.65	
Balance on 3/31	\$	2,367,045.75

C R E D I T S

Deposits including check and cash credits

Date	Description/Location	Reference	Amount
3/1	CCV DEPOSIT SEQ# 0301LC2370 A-0000000000S	90222839	\$ 1,360.71
3/1	CCV DEPOSIT SEQ# 0301LC2380 A-0000000000S	90222840	2,054.22
3/1	CCV DEPOSIT SEQ# 0301LC2450 A-0000000000S	90222847	2,207.32
3/1	CCV DEPOSIT SEQ# 0301LC2440 A-0000000000S	90222846	2,240.19
3/3	OFFICE DEPOSIT # 0000993415	77198855	80.00
3/3	OFFICE DEPOSIT # 0000993417	77198853	857.00
3/4	OFFICE DEPOSIT # 0000993420	77249218	90.00
3/4	OFFICE DEPOSIT # 0000993421	77249194	40.00
3/7	OFFICE DEPOSIT # 0000993423	77354342	120.00
3/8	CCV DEPOSIT SEQ# 0308KN1670 A-0000000001S	90222311	523.90
3/8	CCV DEPOSIT SEQ# 0308KN1710 A-0000000001S	90222315	1,159.13
3/8	CCV DEPOSIT SEQ# 0308KN1680 A-0000000001S	90222312	2,293.46
3/8	CCV DEPOSIT SEQ# 0308KN1480 A-0000000001S	90222297	3,070.83
3/8	CCV DEPOSIT SEQ# 0308KN1750 A-0000000001S	90222319	4,916.16
3/8	CCV DEPOSIT SEQ# 0308KN1690 A-0000000001S	90222313	5,879.00
3/8	CCV DEPOSIT SEQ# 0308KN1530 A-0000000001S	90222302	9,034.24
3/9	OFFICE DEPOSIT # 0000993425	77482238	120.00
3/9	OFFICE DEPOSIT # 0000993427	77482236	40.00

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

www.treasurer.ca.gov/pmia-laif/laif.asp
April 07, 2016

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

PMIA Average Monthly Yields

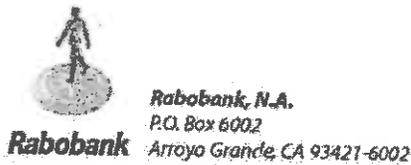
Account Number:

Tran Type Definitions

March 2016 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	1.39
Total Withdrawal:	0.00	Ending Balance:	1.39



Account Number:
 Last Statement: February 29, 2016
 This Statement: March 31, 2016
 Total days in statement period: 31

Page 1 of 2

Direct inquiries to: 800-942-6222

RABOBANK
 149 E HOBSONWAY
 BLYTHE CA 92225

RETURN SERVICE REQUESTED

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

At Rabobank, we are cultivating long-term relationships, nurturing California with programs that invest in the rural communities we serve, and supporting the banking needs of our customers. Watch our video to learn about our commitment to California at rabobankamerica.com/grow.

Public Interest Checking

Account number		Beginning balance	\$1,765,372.17
Enclosures	1	Total additions	\$29.87
Avg collected balance	\$1,759,087.00	Total subtractions	\$6,285.00
Interest paid year to date	\$81.22	Ending balance	\$1,759,117.04

CHECKS

Number	Date	Amount	Number	Date	Amount
3187	03-01	6,285.00			

CREDITS

Date	Description	Additions
03-31	INTEREST CREDIT	29.87

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
02-29	1,765,372.17	03-01	1,759,087.17	03-31	1,759,117.04

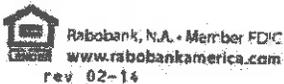
INTEREST INFORMATION

Annual percentage yield earned	0.02%
Interest-bearing days	31
Average balance for APY	\$1,759,087.17
Interest earned	\$29.87

OVERDRAFT/RETURN 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

Thank you for banking with Rabobank





ACCOUNT NUMBER:
SUCCESSOR AGENCY TO THE
BLYTHE REDEVELOPMENT AGENCY
CUSTODY ACCOUNT

This statement is for the period from
 March 1, 2016 to March 31, 2016

ASSET DETAIL AS OF 03/31/16

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
Cash Equivalents					
259,058.860	First Amer Treas Oblig Fd Cl D 31846V302	259,058.86 1.0000	259,058.86 1.00	8.9 .00 **	0.00
Total Cash Equivalents		\$259,058.86	\$259,058.86	9.0	
Municipal Issues					
2,500,000.000	Maryland ST ST Loc Facs Ln 2Nd Ser 5.000 08/01/2016 574192ZV5 Standard & Poors Rating: AAA Moody's Rating: AAA	2,538,375.00 101.5350	2,738,225.00 109.53	88.0 4.92	125,000.00
85,000.000	Illinois ST Fsa Cr 5.000 04/01/2019 4521514Q3 Standard & Poors Rating: AA Moody's Rating: A2	88,982.25 104.6850	94,350.00 111.00	3.1 4.78	4,250.00
Total Municipal Issues		\$2,627,357.25	\$2,832,575.00	91.0	\$129,250.00
Total Assets		\$2,886,416.11	\$3,091,633.86	100.0	\$129,250.00

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.

** The Yield at Market set forth in this statement for any money market fund is based on the interest rate applicable to that money market fund as of the last business day of the statement period only and may not be relied upon as (i) a yield estimate for the statement period as a whole, or (ii) a guarantee of future performance.



CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: May 10th, 2016

SUBJECT: Agreement for Animal Shelter Services

PRESENTED BY: Jeffrey Wade, Chief of Police

PREPARED BY: Jeffrey Wade, Chief of Police

RECOMMENDATION: It is recommended that the City Council approve the agreement between the County of Riverside and the City of Blythe for Animal Shelter services.

FISCAL IMPACT: \$50,071.00 in FY 2016/2017 General Funds for Animal Shelter Services.

BACKGROUND: The City of Blythe uses Riverside County's Animal Shelter for the housing and care of animals. The cost for services is based on an average of animals housed over a three year period. The current agreed upon average number of animals housed is 604 per year.

STAFF REPORT: Prior to the 2015/2016 fiscal year Riverside County charged a flat rate for housing animals. In the 2015/2016 fiscal year the County began charging for these services based on a three year average of animals housed. The City of Blythe at that time averaged 902 animals per year. During fiscal year 2015/2016 City Animal Control has better utilized legal tools and instituted procedural changes to reduce our number of animals housed, and are currently on track to end 2015/2016 at 504 animals. Even though our new three year average is 829 animals, Riverside County has recognized our efforts and agreed to leave the 2016/2017 contract at a maximum of 604 animals, for a total cost of \$50,071.00, slightly less than 2015/2016. If for some unforeseen cause we exceeded 604 animals housed, the City would pay \$76 per animal.

ATTACHMENTS: Service Agreement for Animal Services between the City of Blythe and the County of Riverside.

AGREEMENT FOR ANIMAL SERVICES

BETWEEN THE CITY OF BLYTHE

AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT is made and entered into by and between the CITY OF BLYTHE, a General Law City, hereinafter "CITY", and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Department of Animal Services, hereinafter "COUNTY", collectively hereinafter referred to as "PARTIES".

IT IS THEREFORE AGREED AS FOLLOWS:

1. **COUNTY OBLIGATIONS:**

COUNTY shall provide all services as outlined and specified in Exhibit A, Scope of Animal Shelter Services, attached hereto and by this reference incorporated herein.

2. **PERIOD OF PERFORMANCE:**

This Agreement shall be effective on July 1, 2016 through June 30, 2017, renewable automatically in one (1) year increments through June 30, 2021, if mutually agreed upon by the Parties.

3. **COMPENSATION:**

CITY shall reimburse COUNTY the cost of rendering services hereunder at rates established by the Riverside County Board of Supervisors as specified in Exhibit B Payment Provisions attached hereto and incorporated herein by this reference.

4. **AVAILABILITY OF FUNDING:**

It is mutually agreed and understood that the obligation of the CITY is limited by and contingent upon the availability of CITY funds for the reimbursement of COUNTY's fees. In the event that such funds are not forthcoming for any reason, CITY shall immediately notify COUNTY in writing. COUNTY shall be entitled to reimbursement of costs for work performed, in accordance with Exhibit B.

5. **HOLD HARMLESS/INDEMNIFICATION:**

5.1 CITY shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any actions of CITY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the actions by CITY, its officers, agents, employees, subcontractors, agents or representatives of this Agreement. CITY shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards of all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and

appointed officials, employees, agents and representatives in any such action or claim or action based upon such alleged acts or omissions.

5.2 With respect to any action or claim subject to indemnification herein by CITY, CITY shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY's indemnification to COUNTY as set forth herein. CITY's obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CITY written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CITY's expense, for the defense or settlement thereof. CITY's obligation hereunder shall be satisfied when CITY has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

5.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CITY's obligations to indemnify and hold harmless COUNTY herein from third party claims.

5.4 COUNTY shall indemnify and hold harmless the CITY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, governing bodies, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any negligent or willful misconduct of COUNTY its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance by COUNTY, its officers, agents, employees, subcontractors, agents or representatives of this Agreement. COUNTY shall defend at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards of all Agencies, Districts, Special Districts and Departments of the CITY, their respective directors, officers, governing body, elected and appointed officials, employees, agents and representatives in any claim or action based upon such negligent or omissions.

5.5 With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY shall, at its sole cost, have the right to adjust, settle, or compromise any such action or claim without the prior consent of CITY provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COUNTY's indemnification to CITY as set forth herein. COUNTY's obligation to defend, indemnify and hold harmless CITY shall be subject to CITY having given COUNTY written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at COUNTY's expense, for the defense or settlement thereof. COUNTY's obligation hereunder shall be satisfied when COUNTY has provided to CITY the appropriate form of dismissal relieving CITY from any liability for the action or claim involved.

5.6 The specified insurance limits required in this Agreement shall in no way limit or circumscribe COUNTY's obligations to indemnify and hold harmless the CITY herein from third party claims.

6. **INSURANCE:** COUNTY agrees to maintain the following insurance coverage's during the term of this Agreement:

6.1 **Workers' Compensation:**

COUNTY shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

6.2 Commercial General Liability:

COUNTY shall maintain Commercial General Liability insurance coverage for claims which may arise from or out of COUNTY's performance under this Agreement. This coverage shall have a limit of liability not less than \$1,000,000 per occurrence combined single limit.

6.3 Vehicle Liability:

COUNTY agrees to maintain automobile liability insurance for vehicles provided by the COUNTY for use under this Agreement. This coverage shall have a limit of liability of not less than \$1,000,000 combined single limit.

6.4 General Insurance Provisions - All lines:

6.4.1 Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8).

6.4.2 The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance.

7. TERMINATION:

CITY and COUNTY reserve the right to terminate this Agreement at any time, with or without cause, upon one hundred eighty (180) days advance written notice stating the extent and effective date of termination. Upon receipt of any notice of termination from CITY, COUNTY shall immediately cease all services hereunder except such as may be specifically approved in writing by CITY and COUNTY. COUNTY shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by CITY thereafter.

8. FORCE MAJEURE:

8.1 In the event the COUNTY is unable to comply with any provision of this Agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, COUNTY will not be held liable to CITY for such failure to comply.

8.2 In the event CITY is unable to comply with any provision of this Agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CITY will not be held liable to COUNTY for such failure to comply.

9. ALTERATION:

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, as authorized by their respective governing bodies, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

10. SEVERABILITY:

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

11. RECORDS:

COUNTY shall maintain and keep records of all expenditures and obligations incurred pursuant to this contract and all income and fees received thereby according to generally recognized accounting principles.

Such records and/or animal control operations of COUNTY shall be open to inspection and audit by CITY or its authorized representative as is deemed necessary by the CITY Manager or the authorized representative of the CITY Manager upon reasonable notice to COUNTY.

12. NO THIRD PARTY BENEFICIARY:

This contract between CITY and COUNTY is intended for the mutual benefit of the two signing parties only. No rights are created under this contract in favor of any third party or any party who is not a direct signatory to this contract.

13. NONDISCRIMINATION:

During the performance of this contract, COUNTY agrees that it shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the Government Code of the State of California. Further, COUNTY agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this contract.

14. VENUE:

Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this contract shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this contract to recover any damages for and on account of the breach of any term or condition of this contract, it is mutually agreed that the prevailing party in such action shall recover all costs thereof including reasonable attorneys' fees to be set by the court in such action.

15. ASSIGNMENT:

It is mutually understood and agreed that this contract shall be binding upon COUNTY and its successors. Neither this contract nor any part thereof nor any moneys due or to become due hereunder may be assigned by COUNTY without the prior written consent and approval of CITY. CITY and COUNTY hereby agree to the full performance of the covenants contained herein.

16. AMENDMENTS:

Any amendments, including any supplements, to this contract shall be in writing and shall have the approval of the Board of Supervisors of COUNTY and the CITY Council. This is the entire contract for Animal Services and supersedes any prior written or oral contract inconsistent herewith. Any amendment will be presented to the City Manager prior to CITY Council approval.

17. NOTICES:

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed

submitted one day after their deposit in the United States mail, postage prepaid:

COUNTY:

Department of Animal Services
6851 Van Buren Boulevard
Jurupa Valley, CA 92509
Attention : Director

CITY:

City of Blythe
235 N. Broadway
Blythe, CA 92225
Attention: City Manager

or to such other address(es) as the parties may hereafter designate in writing.

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

CITY OF BLYTHE, a General Law city

By: _____
John J. Benoit, Chairman
Board of Supervisors

By: _____
Mallory Sutterfield
Interim City Manager

Dated: _____

Dated: _____

ATTEST:

Kecia Harper-Ihem
Clerk of the Board
By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Kristine Bell-Valdez,
Deputy County Counsel

CITY OF BLYTHE
EXHIBIT A
SCOPE OF ANIMAL SHELTER SERVICES

The County of Riverside, hereinafter referred to as COUNTY, agrees to operate and provide the following Animal Shelter Services for the City of Blythe, hereinafter referred to as CITY:

1. **Shelter Location:** The COUNTY will house the CITY's animals at the Blythe Animal Campus, ("Shelter"), or other shelter operated by the County of Riverside at County's discretion. The handling of these animals will comply with the terms of this contract. The county is responsible for the maintenance and operation of the shelter, and the care of the animals on a 24-hour basis.
2. **Contract Performance:** COUNTY's Director of Department of Animal Services, or appointed designee, shall meet as necessary to discuss contract performance with the CITY's City Manager or appointed designee.
3. **Shelter Services:**
 - 3.1 **Treatment of Animals:** Adequate care and treatment of animals while in custody at the Shelter to ensure that animals impounded are provided with humane and appropriate levels of care including a clean environment, fresh water, adequate nutrition and appropriate medical care.
 - 3.2 **Spay and Neuter:** Ensuring that all dogs and cats adopted from the Shelter are spayed or neutered, or that adequate provisions are made for such spaying or neutering if COUNTY transfers any animals, or if adopted animal is unable to receive spaying or neutering due to a medical condition. In accordance with California Food and Agricultural Code Sections 30503 and 31751.3, if a veterinarian employed at the Shelter certifies that a dog or cat is too sick or injured to be spayed or neutered, the COUNTY shall collect a spay/neuter deposit from said adopter or purchaser and said deposit will be deposited into a segregated fund, which will be maintained by the COUNTY. Such deposit will be fully refunded to the adopter or purchaser if proof of sterility is provided within 30 business days from the date of surgery, at which the deposit is forfeited in accordance with the CA Code 30503 and 31751. Accordingly spay and neuter deposits may only be used by the COUNTY for programs to spay or neuter dogs and cats.
 - 3.3 **Volunteer Program:** Maintenance of a program to provide for the participation of Volunteer's in programs relating to animals.
 - 3.4 **Enforcement:** Enforce all relevant provisions of County of Riverside Title 6, ANIMALS, and State law as may be applicable to animals housed, kept or maintained at the Shelter.
 - 3.5 **Incoming Animal Identification:** Incoming animals must be checked immediately for collar tag, and scanned for microchip by qualified Shelter staff within one hour of arrival to the Shelter. Shelter staff shall make all attempts to notify owners within twenty-four (24) hours of the animal impound by COUNTY.
 - 3.6 **Quarantine:** COUNTY shall quarantine, as prescribed by law, all animals suspected of being rabid, or involved in a bite investigation.
 - 3.7 **Impoundments and Quarantines:** COUNTY shall house, feed and care for all animals impounded and/or quarantined at the Shelter.
 - 3.8 **Incoming Animal Examinations/Assessments:** A cursory exam will be performed within twelve (12) hours, except after regular business hours when the examination will be performed within twenty-four (24) hours. Incoming animal assessment must include the following:
 - 3.8.1 A physical examination to determine if a medical condition exists which requires a veterinarian's attention
 - 3.8.2 Routine vaccinations and de-worming, as needed

- 3.8.3 External parasite treatment, as necessary
- 3.8.4 Document the animal's incoming weight
- 3.8.5 Scan for microchip identification
- 3.8.6 Establish unique identifier for the animal
- 3.8.7 Document any identifying features or abnormalities. The COUNTY shall properly document on an animal-by-animal basis that an examination/assessment is performed.
- 3.9 **Behavioral Assessments:** Behavioral Assessments of Shelter animals will be conducted in accordance with guidelines established by the Department of Animal Services.
- 3.10 **Adoption:** Animals identified as being available for adoption are placed in adoptable areas of the Shelter.
- 3.11 **Community Adoption Partners:** California Food & Agricultural Code, Sections 31108(b) and 31752(b) state any stray dog/cat "that is impounded pursuant to this division shall, prior to the euthanasia of that animal be released to a nonprofit, as defined in Section 501(c) (3) of the Internal Revenue Code, animal rescue or adoption organization if requested by the organization prior to the scheduled euthanasia of that animal. The public or private shelter may enter into cooperative agreements with any animal organization or adoption organization. In addition to any required spay or neuter deposit, the public or private shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for animals adopted or released."
- 3.12 **Foster Care Placement:** A foster care placement program assists the Shelter by improving animal care, giving certain animals a better chance of adoption, and lifting the spirits and morale of staff and volunteers.
- 3.13 **Vicious Dogs:** Any dog declared or determined to be vicious/dangerous and in custody of the Shelter either under impoundment or quarantine shall be deemed unsuitable for adoption and shall not be released except as required by law or at the Director's discretion.
- 3.14 **Euthanasia:** Provide humane euthanasia service as required for impounded animals held at the Shelter for the lawful number of days, if such animal is not reclaimed by said animal's owner and is deemed to be not adoptable by COUNTY. Animals that are irretrievably suffering from a serious illness or severe injury may not be held for owner redemption or adoption. Only euthanasia methods approved by the American Veterinary Medical Association shall be used. Records will be kept for a period of not less than three (3) years on each euthanized animal including the following information: breed; sex; color; weight; other distinguishing characteristics; date, time and location where animal was found; method of euthanasia and reason for use of method.
- 3.15 **Drug Enforcement Agency (DEA):** Additionally, the COUNTY must comply with all Drug Enforcement Agency (DEA) regulations regarding storage, record-keeping, inventory, use, and disposal of all controlled substances.
- 3.16 **Feeding Protocols:** All animals shall be fed in amounts appropriate to meet their nutritional needs.
- 3.17 **Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary personnel for the office, kennel, veterinary and other areas of the Shelter. Staffing shall include any and all full or part-time personnel and shall include the recruitment, supervision and assignment of volunteers in suitable Shelter-related activities. Personnel employed at the Shelter in the performance of Shelter-related activities shall be designated as COUNTY employees and any and all volunteers engaged in Shelter activities shall participate in activities designated by COUNTY and shall be under the auspices of COUNTY. Use of volunteers at the Shelter shall be determined by COUNTY on behalf of CITY.
- 3.18 **Holding Periods:** COUNTY shall hold all stray impounded animals, not otherwise owner identifiable, for holding periods as required by law.
- 3.19 **Missing Animals:** COUNTY shall notify police immediately of any animal found to be missing from the Shelter that had previously been impounded and/or in protective custody.

3.20 Hours of Operation: COUNTY shall maintain hours of operation at the Shelter to provide maximum public access for the animals, to the extent possible.

3.21 Disease Control and Sanitation: COUNTY shall maintain the Shelter in a clean and sanitary condition. COUNTY's policies and procedures in this area may include beneficial standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the following: Humane Society of the United States, American Humane Association and American Veterinary Medical Association.

3.22 Provision of Personnel and Supplies: COUNTY will provide personnel, supplies, materials, medication, pharmaceuticals, and equipment, including forms and report to perform all aspects of the Shelter Services program.

3.23 CITY Access: COUNTY shall provide access to the authorized representatives of CITY to the entire Shelter during normal business hours, and at such other times upon reasonable notice.

3.24 Livestock and Fowl Care: COUNTY shall provide food, care and shelter to livestock and fowl, either at the Shelter or at another location when such animals cannot be cared for at the Shelter. Costs of housing any livestock or fowl, regardless of Shelter location shall be charged to the owner of the animal, if known. If the animal's owner wishes to redeem the animal, the owner shall first pay all applicable fees and charges at the Shelter; except as otherwise required by law, then and only then, will the COUNTY authorize release of the animal. COUNTY shall notify CITY in writing where said expenses reach the amount of \$5,000 or greater per incident. Such expenses shall not exceed the amount of \$25,000 per incident unless authorized in writing by CITY.

3.25 Animal Disposal: COUNTY shall prohibit any animal whether dead or alive, which has been impounded, in custody, or in quarantine at the Shelter to be given away, disposed of, traded, sold or in any manner given over to another person, organization or entity for experimentation, regardless of purpose. COUNTY shall be responsible for the disposal of animal remains in its custody or control, subject to applicable laws.

3.26 Level of Service Provided: COUNTY will provide Shelter Services as defined in this contract. COUNTY's policies and procedures for Shelter Service shall be based on standards and/or guidelines derived from reputable animal care organizations including, but not limited to the following: Humane Society of the United States, American Humane Association and American Veterinary Medical Association.

3.27 Animals Surrendered by their Owners: Any pet surrendered by the owner to an Animal Control Officer and transported to the COUNTY shelter shall incur the prevailing owner surrender charges. Such fees shall be collected from the owner and conveyed to the COUNTY, or be charged directly to the CITY at the established stray animal rate for the shelter.

3.28 Licenses for Dogs: County shall issue dog licenses for City residents at City's request as follows: City will provide tags to County and coordinate the tag numbers to be used with the County licensing department. All fees collected for dog licenses shall be accounted for by County and credited to City on a monthly basis, provided, however that County shall retain the sum of \$6.00 for each dog license issued hereunder. A one-time data conversion fee may be applicable if CITY data is new to the COUNTY licensing database.

4. Compensation:

4.1 Compensation for Sheltering:

4.1.1 Compensation for shelter services shall be based upon established rate for shelter service at specified primary shelter location and prior year impounds of dogs and cats. An annual rate shall be established based on these factors and payable monthly in 1/12th increments. Additional costs for large animal sheltering are incurred at \$20 per animal per day for horses and cattle and \$12 per animal per day for swine, goats and sheep in accordance with ordinance and will be

billed based on actual sheltering on a monthly basis.

4.1.2 CITY will be responsible for all costs associated with any/all animals seized within the CITY boundaries which are held in Shelter, including facilities that contract with the COUNTY to provide additional shelter services under the supervision of the COUNTY. This includes animals being held as evidence in a court filing or Rabies quarantine. The COUNTY agrees to assist the CITY in seeking reimbursement from the owner by providing invoices for all services provided. All services provided to each animal involved will be charged as of the current date including but not limited to the following: IMP 1- collection; State Fine 1-collection, Board collection- all fees due; QT Board collection-if applicable; Rabies Vaccination collection-if applicable; DA2PPV collection; Bordatella collection; microchip collection; any and all medications provided to each animal; and Personnel charges. All fees will be in accordance with the COUNTY's current fee schedule.

4.2 Compensation for Operations and Maintenance: Compensation for Operations and maintenance shall be based upon rate for shelter service at a specified primary shelter location and three prior fiscal year impounds of dogs and cats. An annual rate shall be established based on these factors and payable monthly in 1/12th increments.

4.3 License Processing: Compensation for License processing shall be based upon actual licenses processed and licensing processing rate. License processing costs shall be billed monthly and total resulting compensation may vary from estimated contract cost.

4.4 Outreach Activities: Daily flat rates educational outreach and shot clinics will be billed based on actual outreach days scheduled. Compensation accounts for full staff time to provide service for one day. The maximum time possible will be afforded for actual outreach activity; however actual outreach activity time will be reduced by travel and preparation time the day of the event.

5. **Definitions:**

5.1 "Shelter Services," as used in this contract shall include, but is not limited to, the following activities:

5.1.1 Impoundment, admittance, receiving, care, custody and feeding of any and all stray domestic animals. Livestock, exotics and the impoundment of wildlife as may be delivered and/or received at the Shelter until an appropriate wildlife agency can be contacted and the wildlife then transferred into their custody.

5.1.2 Redemption, treatment, sale, adoption, and/or disposal of any and all animals.

5.1.3 Counseling and advising animal owners.

5.1.4 Each animal shall be identified individually and photographs of all newly impounded animals shall be posted on the Shelter website.

5.1.5 Ensuring that all dogs, four months and older, released from the Shelter to a resident of Riverside County are licensed and, if not licensed, to sell license to the owner or other person taking custody of each such dog. In accordance with COUNTY ordinances, require the micro-chipping of released animals at the owner's expense.

5.1.6 Humane euthanasia of animals as lawful and necessary, including the creation of a log detailing those animals that are euthanized and the reasons for such euthanasia on an animal-by-animal basis. This log shall further state whether the animal was unhealthy and unsuitable for adoption.

5.1.7 Proper disposal of dead animals.

5.1.8 Care and maintenance of the Shelter facility, including land and buildings.

"Care" includes, but is not limited to providing a safe, temporary refuge for any animal impounded, and providing needed medical services for injured/sick animals or transfer of animal to the appropriate agency.

**CITY OF BLTYHE
EXHIBIT B
PAYMENT PROVISIONS**

CITY shall pay to COUNTY on a monthly basis in arrears, with a monthly billing and accounting thereof by COUNTY to CITY those fees as established by County of Riverside Ordinance 630; relative to the services to be performed under this Agreement as follows:

1. Animal Shelter Services:

1.1 Animal Sheltering Services: 604 x \$76* = **\$45,904/fiscal year (FY)**
Payable in 1/12th increments of \$3,825.33/monthly.

(All impounds that exceed 604 in the fiscal year, City will be billed an additional \$76* per impound.)

1.2 Operational and Maintenance (O&M) Costs: 604 x \$6.90* = **\$4,167/FY**
Payable in 1/12th increments of \$347.25/monthly.

(All impounds that exceed 604 in the fiscal year, City will be billed an additional \$6.90* per impound.)

1.3 Large Animal Sheltering of horses and cattle at \$20 per animal per day of sheltering
(Additional cost billed on actuals)

1.4 Large Animal Sheltering of swine, goats and sheep at \$12 per animal per day of sheltering
(Additional cost billed on actuals)

2. Outreach Activities: Daily flat rates for education outreach and shot clinics will be billed based on actual days scheduled. Compensation accounts for full staff time to provide service for one day. The maximum time possible will be afforded for the actual outreach activity; however actual outreach activity time will be reduced by travel and preparation time the day of the event.

2.1 Shot Clinic: \$2,783* per event flat rate billed on actual use

*The cost for staff, vaccinations and microchips, free to constituents with a 200 cap.

2.2 Education outreach event \$2,553* per event flat rate billed on actual use.

*The cost to staff an outreach event for the purpose of educating City constituents.

3. Summary of Compensation for Animal Services: The following chart summarizes the fees to be charged by the COUNTY for animal services pursuant to this Agreement.

Service	FY16/17
Shelter Service (Fixed cost based on 604 impound cap, all impounds that exceed 604 will be billed an additional \$76 per impound)	\$45,904/FY or \$3,825.33/monthly
Operation & Maintenance (Fixed cost based on 604 impound cap, all impounds that exceed 604 will be billed an additional \$6.90 per impound)	\$4,167/FY or \$347.25/monthly
Total	\$50,071/FY

Rates are subject to change as adopted by the Board of Supervisors.

The scheduled compensation payable to COUNTY for all services as set forth in this Agreement is fifty thousand seventy-one dollars (\$50,071) with a 604 impound cap for the period commencing July 1, 2016 through June 30, 2017, renewable automatically in one (1) year increments through June 30, 2021, if mutually agreed upon by the Parties. The CITY will be provided prior year impound rates by March 31st each year for following year budgets through June 30, 2021.



CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: May 10, 2016

SUBJECT: Surplus items at the Recreation Center

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: Council deem certain items at the Recreation Center surplus in order to sell them at auction or by sealed bids.

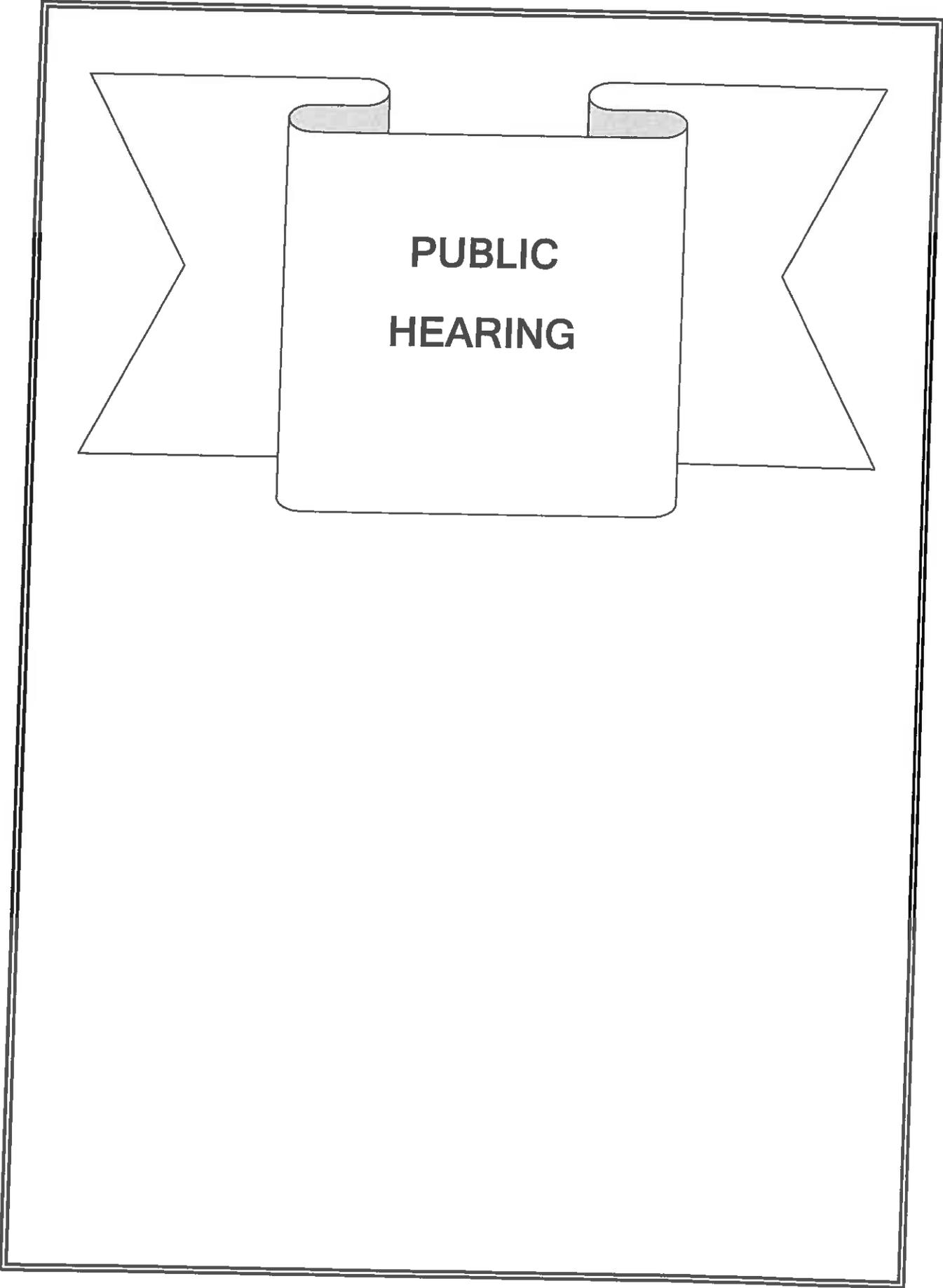
FISCAL IMPACT: Possible revenue to the Rec Center from excess items no longer in use being sold at auction.

BACKGROUND: When City equipment is no longer in use or needed by the Department for its operation Council must deem it surplus in order to dispose of the asset.

STAFF REPORT: The Recreation Center has a boxing ring and equipment that has not been in use for over five years. There have been several attempts to resume the boxing program, but none have been successful. This equipment is currently in storage in a room that could be used for exercise and other programs the Rec Center would like to offer. It is recommended Council deem these items surplus and allow staff to sell them at auction or by sealed bid, whichever is more feasible.

In routine cleaning of the Recreation Center's Storage area a number of computer parts and programs were determined to no longer be in use by the Center. It is recommend a flat of computer parts and equipment be deemed surplus to allow staff to sell it at an auction.

ATTACHMENTS: None



**PUBLIC
HEARING**



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: May 10, 2016

SUBJECT: Amendments to Parking Ordinance

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: Subsequent to the Public Hearing, continue this item to the June 14th City Council Meeting.

FISCAL IMPACT: None

BACKGROUND: On October 8, 2015 a Study Session was held to discuss a number of Code Enforcement issues such as: landscaping, banners, recreational vehicles parked on residential streets, vehicles parked on front yard setbacks, off-site parking and illegal dumping. Staff was directed to work on amendments to the Municipal Code that would give Code Enforcement officers more tools to address these issues. Jones and Mayer prepared an Ordinance which was presented to Council in February. Staff was again directed more work was needed on the Ordinance. A Study Session was held on May 2, 2016 and proposed Amendments were presented.

STAFF REPORT: Staff is now taking into consideration comments made by Council and the Public at the Study Session held on May 2nd. Staff will need time to again revise the proposed amendments to present something that works for staff and the residents of Blythe.

ATTACHMENTS: None



CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: May 10, 2016

SUBJECT: Annual Assessment for Lighting Districts No. 1 and No. 2 for Fiscal Year 2016-2017

PRESENTED BY: Barbara Burrow, Planner

PREPARED BY: Barbara Burrow, Planner

RECOMMENDATION: It is recommended that the City Council, subsequent to the public hearing(s), adopt the following resolutions:

- Resolution 2016-012 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE AMENDING AND/OR APPROVING THE REPORT OF THE ENGINEER REGARDING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF BLYTHE LIGHTING DISTRICT NO. 1 FOR FISCAL YEAR 2016-2017
- Resolution 2016-013 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE AMENDING AND/OR APPROVING THE REPORT OF THE ENGINEER REGARDING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF BLYTHE LIGHTING DISTRICT NO. 2 FOR FISCAL YEAR 2016-2017
- Resolution 2016-014 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE CONFIRMING A DIAGRAM AND ASSESSMENT, ORDERING THE IMPROVEMENTS AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN CITY OF BLYTHE LIGHTING DISTRICT NO. 1 FOR FISCAL YEAR 2016-2017 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE
- Resolution 2016-015 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE CONFIRMING A DIAGRAM AND ASSESSMENT, ORDERING THE IMPROVEMENTS AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN CITY OF BLYTHE LIGHTING DISTRICT NO. 2 FOR FISCAL YEAR 2016-2017 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE
-

FISCAL IMPACT: The projected impact to the 2016-2017 Lighting and Landscape District budget is \$173,104.31.

BACKGROUND: The Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the California Streets and Highways Code) requires the City Council to conduct proceedings in order to levy annual assessments, detach or annex territory, or increase assessments within assessment districts formed under the Act (including Lighting Districts No. 1 and 2).

The City Council previously adopted Resolution No. 2016-009 declaring its intention to levy and collect assessments within Lighting District No. 1 for fiscal year 2016-2017 and adopted Resolution No. 2016-010 declaring its intention to levy and collect assessments within Lighting District No. 2 for fiscal year 2016-2017. Both resolutions of intention set May 10, 2016 as the public hearing date for protests to the levy of annual assessments and the annexation. Said Resolutions were properly noticed in a timely manner as required.

STAFF REPORT: At the public hearing(s), the City Council must hear and consider all oral and written statements, protests, objections or other communications made or filed with respect to the levy and collection of annual assessments within Lighting Districts No. 1 and No. 2 for fiscal year 2016-2017.

ATTACHMENTS:

Resolution 2016-012
Resolution 2016-013
Resolution 2016-014
Resolution 2016-015

Under separate cover, Council has been provided copies of the Engineer's Annual Levy Report for both Lighting Districts 1 and 2. Copies of same are available for public viewing at the Office of Planning located at City Hall, 235 North Broadway, Blythe, CA 92225.

RESOLUTION NO. 2016-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE AMENDING AND/OR APPROVING THE REPORT OF THE ENGINEER REGARDING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF BLYTHE LIGHTING DISTRICT NO. 1 FOR FISCAL YEAR 2016-2017

THE CITY COUNCIL OF THE CITY OF BLYTHE HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The City Council of the City of Blythe, pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (hereinafter referred to as the "Act"), did by previous resolution order the engineer, Willdan Financial Services (the "Engineer"), to prepare and file a written report in accordance with Article 4 of Chapter 1 of the Act in connection with the proposed levy and collection of assessments against lots and parcels of land within City of Blythe Lighting District No. 1 for the fiscal year commencing July 1, 2016 and ending June 30, 2017.

Section 2. The Engineer has prepared and filed with the City Clerk of the City of Blythe and the City Clerk has presented to the City Council such report entitled "Engineer's Report, City of Blythe Lighting District No. 1, Fiscal Year 2016-2017" (the "Report").

Section 3. The City Council has carefully examined and reviewed the Report, and the Report is hereby approved (as filed or amended).

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2016, by the following called vote, to wit:

**AYES:
NOES:
ABSENT:**

ATTEST:

Joseph DeConinck, Mayor

Mallory Sutterfield,
Interim City Manager/ City Clerk
(S E A L)

RESOLUTION NO. 2016-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE AMENDING AND/OR APPROVING THE REPORT OF THE ENGINEER REGARDING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF BLYTHE LIGHTING DISTRICT NO. 2 FOR FISCAL YEAR 2016-2017

THE CITY COUNCIL OF THE CITY OF BLYTHE HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The City Council of the City of Blythe, pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (hereinafter referred to as the "Act"), did by previous resolution order the engineer, Willdan Financial Services (the "Engineer"), to prepare and file a written report in accordance with Article 4 of Chapter 1 of the Act in connection with the proposed levy and collection of assessments against lots and parcels of land within City of Blythe Lighting District No. 2 for the fiscal year commencing July 1, 2016 and ending June 30, 2017.

Section 2. The Engineer has prepared and filed with the City Clerk of the City of Blythe and the City Clerk has presented to the City Council such report entitled "Engineer's Report, City of Blythe Lighting District No. 2, Fiscal Year 2016-2017" (the "Report").

Section 3. The City Council has carefully examined and reviewed the Report, and the Report is hereby approved (as filed or amended).

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2016, by the following called vote, to wit:

AYES:

NOES:

ABSENT:

ATTEST:

Joseph DeConinck, Mayor

Mallory Sutterfield,
Interim City Manager/ City Clerk
(S E A L)

RESOLUTION NO. 2016-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE CONFIRMING A DIAGRAM AND ASSESSMENT, ORDERING THE IMPROVEMENTS AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN CITY OF BLYTHE LIGHTING DISTRICT NO. 1 FOR FISCAL YEAR 2016-2017 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

THE CITY COUNCIL OF THE CITY OF BLYTHE HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. Pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (hereinafter referred to as the "Act"), the City Council of the City of Blythe, by its Resolution No. 2016-009, initiated proceedings for the levy and collection of assessments against lots and parcels of land within City of Blythe Lighting District No. 1 (hereinafter referred to as the "District"), for the fiscal year commencing July 1, 2016 and ending June 30, 2017 and ordered the Engineer, Willdan Financial Services to prepare a written report in accordance with Article 4 of Chapter 1 of the Act. The City Council, by its Resolution No. 2016-007, approved such Engineer's Report, and, by its Resolution No. 2016-009, declared its intention to levy and collect assessments against lots and parcels of land within the District.

Section 2. Following notice duly given in accordance with law, the City Council has held a full and fair public hearing regarding its Resolution No. 2016-012, the Engineer's Report prepared in connection therewith, and the levy and collection of the proposed assessment within the District for fiscal year 2016-2017 to pay for the costs and expenses of the improvements described in Section 4 below. All interested persons were afforded the opportunity to hear and be heard. The City Council has considered all oral and written statements, protests and communications made or filed by interested persons. All protests and objections to the levy and collection of the proposed assessment for the fiscal year commencing on July 1, 2016 and ending on June 30, 2017 are hereby over-ruled by the City Council.

Section 3. Based upon its review of the Engineer's Report and other reports and information, the City Council hereby finds and determines that (i) the land within the District will be benefited by the improvements described in such Engineer's Report, (ii) the District includes all of the lands so benefited, (iii) the net amount to be assessed upon the lands within the District for the 2016-2017 fiscal year, in accordance with the Engineer's Report, is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements; and (iv) only special benefits are assessed and no assessment is imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

Section 4. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as follows: The maintenance and servicing of existing and proposed public lighting facilities, including traffic signals, and appurtenant facilities installed and constructed in public places in the District. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the public lighting

facilities and appurtenant facilities. Servicing means the furnishing of water for the maintenance of any of the public lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or operation of appurtenant facilities.

Section 5. Lots or parcels of land within the District that are owned or used by any county, city, city and county, special district or any other local governmental entity, the State of California, or the United States shall be assessed unless the City demonstrates by clear and convincing evidence that such lots or parcels receive no special benefit from the proposed improvements.

Section 6. All railroad, gas, water, and electric utility right-of-way and utility line right-of-way which are included within the District shall be assessed in accordance with the benefits received from the improvements.

Section 7. The City Council hereby confirms the diagram and assessment, with respect to the parcels in the District, as originally proposed in the Engineer's Report.

Section 8. The assessment is in compliance with the provisions of the Act and Article XIII D of the California Constitution.

Section 9. The assessment is levied without regard to property valuation.

Section 10. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in Section 4 above for the fiscal year commencing on July 1, 2016 and ending on June 30, 2017.

Section 11. The adoption of this Resolution constitutes the levy of an assessment for the fiscal year commencing July 1, 2016 and ending June 30, 2017.

Section 12. The improvements shall be performed pursuant to law.

Section 13. The County Auditor of Riverside County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment, and such assessments shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

Section 14. The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund known as "Improvement Fund, City of Blythe Lighting District No. 1," and such moneys shall be expended only for the improvements described in Section 4 above.

Section 15. The City Clerk is hereby authorized and directed to file the diagram and assessment, or a certified copy of the diagram and assessment, with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 16. A certified copy of the diagram and assessment shall be filed in the office of the Planning Director, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2016,
by the following called vote, to wit:

AYES:

NOES:

ABSENT:

ATTEST:

Joseph DeConinck, Mayor

Mallory Sutterfield,
Interim City Manager/ City Clerk
(S E A L)

RESOLUTION NO. 2016-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE CONFIRMING A DIAGRAM AND ASSESSMENT, ORDERING THE IMPROVEMENTS AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN CITY OF BLYTHE LIGHTING DISTRICT NO. 2 FOR FISCAL YEAR 2016-2017 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

THE CITY COUNCIL OF THE CITY OF BLYTHE HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. Pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (hereinafter referred to as the "Act"), the City Council of the City of Blythe, by its Resolution No. 2016-010, initiated proceedings for the levy and collection of assessments against lots and parcels of land within City of Blythe Lighting District No. 2 (hereinafter referred to as the "District"), for the fiscal year commencing July 1, 2016 and ending June 30, 2016 and ordered the Engineer, Willdan Financial Services to prepare a written report in accordance with Article 4 of Chapter 1 of the Act. The City Council, by its Resolution No. 2016-008 approved such Engineer's Report, and, by its Resolution No. 2016-010, declared its intention to levy and collect assessments against lots and parcels of land within the District.

Section 2. Following notice duly given in accordance with law, the City Council has held a full and fair public hearing regarding its Resolution No. 2016-013, the Engineer's Report prepared in connection therewith, and the levy and collection of the proposed assessment within the District for fiscal year 2016-2017 to pay for the costs and expenses of the improvements described in Section 4 below. All interested persons were afforded the opportunity to hear and be heard. The City Council has considered all oral and written statements, protests and communications made or filed by interested persons. All protests and objections to the levy and collection of the proposed assessment for the fiscal year commencing on July 1, 2016 and ending on June 30, 2017 are hereby over-ruled by the City Council.

Section 3. Based upon its review of the Engineer's Report and other reports and information, the City Council hereby finds and determines that (i) the land within the District will be benefited by the improvements described in such Engineer's Report, (ii) the District includes all of the lands so benefited, (iii) the net amount to be assessed upon the lands within the District for the 2016-2017 fiscal year, in accordance with the Engineer's Report, is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements; and (iv) only special benefits are assessed and no assessment is imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

Section 4. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as follows: The operation and maintenance of public streets and sidewalks within the District, including the operation, maintenance and servicing of existing and proposed public lighting facilities, landscaping, and appurtenant facilities. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and

servicing of the landscaping, public lighting facilities, and appurtenant facilities. Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities or for the lighting or operation of landscaping or appurtenant facilities.

Section 5. Lots or parcels of land within the District that are owned or used by any county, city, city and county, special district or any other local governmental entity, the State of California, or the United States shall be assessed unless the City demonstrates by clear and convincing evidence that such lots or parcels receive no special benefit from the proposed improvements.

Section 6. All railroad, gas, water, and electric utility right-of-way and utility line right-of-way which are included within the District shall be assessed in accordance with the benefits received from the improvements.

Section 7. The City Council hereby confirms the diagram and assessment, with respect to the parcels in the District, as originally proposed in the Engineer's Report.

Section 8. The assessment is in compliance with the provisions of the Act and Article XIII D of the California Constitution.

Section 9. The assessment is levied without regard to property valuation.

Section 10. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in Section 4 above for the fiscal year commencing on July 1, 2016 and ending on June 30, 2017.

Section 11. The adoption of this Resolution constitutes the levy of an assessment for the fiscal year commencing July 1, 2016 and ending June 30, 2017.

Section 12. The improvements shall be performed pursuant to law.

Section 13. The County Auditor of Riverside County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment, and such assessments shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

Section 14. The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund known as "Improvement Fund, City of Blythe Lighting District No. 2," and such moneys shall be expended only for the improvements described in Section 4 above.

Section 15. The City Clerk is hereby authorized and directed to file the diagram and assessment, or a certified copy of the diagram and assessment, with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 16. A certified copy of the diagram and assessment shall be filed in the office of the Planning Director, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2016, by the following called vote, to wit:

AYES:

NOES:

ABSENT:

Joseph DeConinck, Mayor

ATTEST:

Mallory Sutterfield,
Interim City Manager/ City Clerk
(S E A L)



NEW BUSINESS



CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: May 10, 2016

SUBJECT: Letter of Public Convenience and Necessity
Ghassan Fahmi Nassar

PRESENTED BY: Barbara Burrow, Planner

PREPARED BY: Barbara Burrow, Planner

RECOMMENDATION: It is recommended that the City Council approve a letter (draft included as Attachment No. 2) supporting the issuance of an Off-Sale General (Type 21 – Beer, Wine and Distilled Spirits) Alcoholic Beverage License within Census Tract No. 0462.00 to Ghassan Nassar, 301 South 7th Street, Blythe, with the full knowledge of the undue concentration provision as outlined by the Alcoholic Beverage Control Board (ABC).

FISCAL IMPACT: No direct fiscal impact will occur from this action.

BACKGROUND: During the 1994 Legislative Session, the Department of Alcoholic Beverage Control made amendments and additions to certain provisions of the Business and Professions Code relating to alcoholic beverage licensing, to wit:

“Effective January 1, 1995, Section 23958.4 was added to the Business and Professions Code to define “undue concentration” of licenses and to establish the procedure for determining if public convenience and necessity will warrant the issuance of a license notwithstanding a determination that there is an undue concentration of licenses. The undue concentration criteria as outlined by said Code Section is based on the census tract within which the application for licensing exists.

With respect to all off-sale licenses, the determination of whether or not public convenience and necessity is met will be determined by the local governing body of the appropriate city or county. In other words, if there is an undue concentration of licenses in the area of a proposed licensed premises and the local governing body determines that issuance of the license would meet public convenience and necessity standards, the Department of Alcoholic Beverage Control will be bound by that determination and the license could be issued, assuming other factors, such as the personal qualification of the applicant, citizen protests and other non-public convenience and necessity factors do not preclude the issuance of the license. On the other hand, if the local governing body determines that public convenience and necessity would not be served, that determination by itself would preclude the issuance of the license by the Department.”

STAFF REPORT: Regarding the proposed general off-sale licensing by Ghassan Nassar at 301 South 7th Street, the Business and Professions Code requires a letter from the City Council specifically addressing the over concentration issue, and the justification for issuance of the license.

The proposed license site is located within Census Tract No. 0462.00 which currently has eleven (11) active off-sale licenses. Five (5) of those are a Type 20 License limited to the sale of beer and wine. The remaining six (6) include the sale of distilled liquor under a Type 21 License. The limit on off-sale licenses within Census Tract 0462.00, based on population (2,694¹) to license ratio, according to the Alcohol and Beverage Control Board, is 3; any more than 3 requires a letter of Public Convenience and Necessity. It should be noted that Census Tract 0462.00 encompasses the area that extends from the south side of Hobsonway to Seeley Avenue (16th) and from Intake Boulevard west to Defrain Boulevard.

There are currently eight (8) total Type 21 licenses within the City's boundaries; coincidentally, six (6) of those licenses fall within the same Census Tract. Census Tract 0462.00 encompasses a large portion of the downtown corridor where commercial activity is primary. Population to license ratio is somewhat skewed since the geographic boundaries of the Census Tract contain much more commercially zoned properties as opposed to residential.

The proposed license site is currently a blighted and vacant building. The availability of the proposed convenience/liquor store together with the necessary improvements to the blighted structure may be received as beneficial to the overall area.

ATTACHMENTS:

1. Written Request From Applicant
2. Draft Letter of Necessity and Public Convenience

¹U.S. Census Bureau

April 7, 2016

LPCN 1604-001

To Department of Alcohol Beverage Control
 Palm Desert District Office
 34-160 Gateway Dr., STE 120
 Palm Desert, CA 92211

Care of: City of Blythe
 235 N. Broadway
 Blythe, CA 92225

From: Ghassan Fahmi Nassar
 301 S. 7th St., Blythe, CA 92225

RECEIVED

APR 08 2016

CITY OF BLYTHE DEV. SER.

File No.: 21-549552

Re: Letter of Public Convenience and Necessity

To whom it may concern,

The owner of 301 South 7th street in the City of Blythe intends to utilize the building as a convenience store with a liquor license to serve the surrounding community of parcel number 848-171-037. The convenience store will be open seven days a week, and will carry basic grocery items such as candy, chips, nuts, pre-packaged sandwiches, canned food, bottled water, off-the-shelf medication, lottery, money orders, Western Union or a similar service, other sundries, in addition to beer, wine, and alcohol. The store will service the surrounding community in addition to incoming and outgoing traffic on the 10 freeway. We expect that 60% of the revenue will be generated from food and beverage, 20% from spirits, while the final 20% will be from other services like money orders, lottery, and check-cashing.

Whereas similar businesses exist in the City of Blythe, there is not one convenience/liquor store on the south side of the 10 freeway for at least a mile from our building, which makes this venture convenient, necessary, unique, and a welcome to that section of town.

With an owner who possesses a long and successful record in starting and improving businesses, coupled with the City of Blythe's relentless efforts to revitalize and improve that section of the City, this convenience/liquor store will contribute to a safe and convenient shopping experience to the people in the community. Needless to say, the property will undergo an exciting face-lift inside out that will include more lighting, cameras, a new facade and a new interior. In addition, there will be new landscaping, exterior lighting, new paint, and ground stripping and resurfacing.

Looking forward to servicing the community.

Sincerely

A handwritten signature in black ink, appearing to read 'Ghassan Nassar', with a stylized flourish at the end.

Ghassan Nassar



CITY OF BLYTHE

DRAFT

235 North Broadway • Blythe, California 92225
Phone (760) 922-6161 • Fax (760) 922-4938

May 10, 2016

Department of Alcoholic Beverage Control
34-160 Gateway Drive, Suite 120
Palm Desert, CA 92211

Attention: Donna Hogan - Licensing Representative

Re: Ghassan Fahmi Nassar, 301 South 7th Street, Blythe, Riverside County, California.
(ABC File #21-549552)

Dear Ms. Hogan:

The City Council of the City of Blythe has voted to approve submittal of this letter regarding the public convenience and necessity to be provided through the issuance of an off-sale alcoholic beverage sales license for Ghassan Nassar.

The proposed convenience/liquor store located at 301 South 7th Street will not only serve to restore a blighted building but also provide a benefit to the service area. Census Tract 0462.00, where the license would be used, encompasses a large geographic area. It is the Council's decision that an over concentration of licenses in said Tract would not be considered a detriment to the community.

The City Council of the City of Blythe supports the issuance of the Type 21 – General License (off-sale beer, wine and distilled spirits) for Ghassan Nassar to be used at 301 South 7th Street, Blythe.

Sincerely,

Joseph DeConinck
Mayor



CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: May 10, 2016

SUBJECT: Utility Cost Management Agreement

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: Authorize the Interim City Manager to enter into a three year Agreement with Utility Cost Management LLC for utility bill auditing services.

FISCAL IMPACT: The City will recover 50% of billing errors found by UCM.

BACKGROUND: Since 1991 UCM has helped clients reduce utility expenses. UCM applies utility regulations to bills to uncover billing errors. It constantly monitors developments in the regulatory environment to ensure utility bills are in line with the latest regulations.

STAFF REPORT: If an Agreement is adopted, UCM will review the City's gas and electric utility bills. If a billing error is found, UCM will correct the error going forward and recover a refund for past overages. When billing errors are corrected, the City and UCM share in the refunds or savings on a 50/50 split for the term of this contract. All savings received after the term of the contract would be the sole profit of the City. If UCM fails to reduce utility costs, the City pays nothing for this service. After an Agreement is in place, UCM will obtain billing records directly from the utility companies so there is minimal staff time involved in this process. There are a number cities who recommend this program, Twentynine Palms being one of them. I discussed this program with their staff and they have recovered and saved thousands of dollars with the help of UCM.

ATTACHMENTS:

1. Agreement to Provide Utility Bill Auditing Service

**AGREEMENT TO PROVIDE
UTILITY BILL AUDITING SERVICE**

This agreement is made by and between Utility Cost Management LLC ("UCM") and the entity signing below ("Client") as follows:

1. **Applicable to Client's Utility Accounts.** Unless otherwise stated in an addendum initialed by both parties, this Agreement will apply to all gas and electricity accounts (and any related utility user taxes, other taxes, assessments, surcharges or fees) with respect to which Client:
 - (a) is receiving utility service as of the Effective Date (as defined below),
 - (b) has received utility service within three years prior to the Effective Date,
 - (c) receives utility service within one year after the Effective Date, or
 - (d) has permitted or authorized UCM to obtain a copy of the utility bill.The gas and electric accounts described in this paragraph are hereinafter collectively referred to as "Utility Accounts". The "Effective Date", as that term is used above, is the first day of the calendar month after both UCM and Client have signed this Agreement.
2. **Client to Provide Utility Bills.** On or promptly after Client's execution of this Agreement, Client will provide UCM with a copy of at least one month's utility bills for all of Client's Utility Accounts.
3. **UCM Authorized to Obtain Information on Utility Accounts.** UCM is hereby authorized to obtain and review information relating to the Utility Accounts. If site visits are necessary, UCM will first obtain proper authorization.
4. **UCM's Findings Letter.** UCM will use its best efforts to identify the basis for any refunds, credits or Future Savings (as defined below) on Client's Utility Accounts. UCM will send one or more a "Findings Letters" to Client that generally sets forth the basis for any refunds, credits or Future Savings identified by UCM. UCM may, from time to time, supplement or amend the Findings Letter.
5. **Steps to Obtain Refunds or Savings.** UCM is authorized by Client to take steps to obtain the refunds, credits or Future Savings identified in the Findings Letter. Such steps may include, but are not limited to, communicating, negotiating and dealing with utility providers (or, in the case of utility user taxes or other governmental charges, the appropriate government entity), and seeking relief from the California Public Utilities Commission in a complaint proceeding or other proceeding.
6. **Cooperation By Client.** Client will cooperate with UCM, as reasonable, in UCM's efforts to carry out the purposes and intent of this Agreement. Such cooperation will include, but not be limited to, providing information upon request by UCM concerning Client's utility expenditures, utility service and operations.
7. **UCM's Compensation.**

UCM's compensation will consist of the amounts set forth in both (a) and (b) below.

- (a) **Refunds or Credits.** If Client receives a refund or credit that was identified in the Findings Letter, then Client will pay to UCM 50% of the amount refunded or credited. The amount of the refund or credit for this purpose will include all amounts refunded or credited (including any portion attributable to interest) for any overcharges that were incurred by Client prior to the date that the overcharges no longer appeared on the Client's utility bill. Payment of UCM's 50% compensation is due within 30 days of the date UCM mails an invoice to Client.
- (b) **Future Savings.** If Client obtains Future Savings that were identified in the Findings Letter, then Client will pay UCM 50% of such Future Savings that accrue during a Three-Year Savings Period. "Future Savings" is the amount by which Client's charges on its Utility Accounts are reduced as a result of a change in the billing rate, calculation, method or procedure. Future Savings will be calculated as the difference between the amount Client was billed on its Utility Accounts during the Three-Year Savings Period, and the amount that it would have been billed on its Utility Accounts during the Three-Year Savings Period if there had been no change in its billing rate, calculation, method or procedure. The Three-Year Savings Period begins on the date that the change in the billing rate, calculation, method or procedure is first reflected on Client's utility bill, and ends three years thereafter. UCM will submit invoices periodically to Client for payment based on the Future Savings as they accrue. The invoices will

1

Initials: 

Initials: _____

verify (a) that Future Savings have actually been realized by Client, and (b) the amount of such Future Savings. Payment of UCM's invoices is due within 30 days of the date the invoices are mailed to Client. The compensation under this subparagraph will not include compensation for Future Savings that are the result of a reduction in the amount of utility usage by Client.

(c) **Client's Prior Knowledge of Basis For Refund, Credit, or Future Savings.** Client is not obligated to pay UCM pursuant to this paragraph for any refund, credit or Future Savings received by Client for which Client had submitted to the utility provider a written claim prior to the date of UCM's Findings Letter.

8. **Termination; Effect.** This Agreement will terminate 7 days after either party faxes a written notice of termination to the other party at the number identified in the signature block of this agreement. Upon termination, UCM will cease all work on behalf of Client. However, if termination occurs after UCM has sent its Findings Letter to Client, then Client will remain obligated to pay UCM, pursuant to this Agreement, for any refunds, credits or Future Savings that were identified in the Findings Letter and that are thereafter obtained by Client. UCM may continue to obtain and review Client's utility billing and other information following termination in order to periodically verify whether Client has obtained a refund, credit or Future Savings that was identified in the Findings Letter.
9. **If Client Is Not Utility Customer.** By providing a copy of any utility bill to UCM, Client is thereby agreeing that the Utility Account represented by such bill will be governed by this Agreement, regardless of whether or not Client is the Utility Customer with respect to such Utility Account. For purposes of this Agreement, the Utility Customer is the entity that (i) is named on the Utility Account as reflected by the utility bill, (ii) receives the utility service on the Utility Account, (iii) pays for or is liable for the charges on the Utility Account, or (iv) is the owner of the property at which the utility service is provided on the Utility Account. If Client is not the Utility Customer for a Utility Account then, with respect to that Utility Account, Client represents that it is signing this Agreement in its capacity as agent for the Utility Customer, and as such is authorized to legally bind the Utility Customer to the terms of this Agreement. Client further agrees that the terms of this Agreement will be equally binding on both Client and Customer, that all references in this Agreement to "Client" will also be deemed to be references to the Utility Customer, and that Client and the Utility Customer will be jointly and severally liable for payment of UCM's compensation under this Agreement.
10. **No Legal Services.** Client acknowledges and understands that: (1) Only an attorney can provide legal services or advice, (2) UCM is not an attorney or law firm, and does not and will not provide legal services or advice, (3) UCM does not and will not act as an attorney for Client or any other person, (4) Nothing in this Agreement, and no act, omission or statement by UCM, or its owners or employees, will be construed to create an attorney-client relationship between UCM and Client or any other person, (5) UCM is not subject to the California Rules of Professional Conduct, which govern the conduct of attorneys, and (6) Client should consult an attorney if it wishes to receive legal services or advice.
11. **Disclosure of Information.** UCM may obtain information that pertains to Client's business, operations, or affairs, including but not limited to its utility charges and utility usage. Client expressly authorizes UCM to use and disclose such information to others as necessary or convenient to carry out the services contemplated by this Agreement.
12. **Release of Claims Against UCM.** Client acknowledges and agrees that UCM has made no express or implied representation or warranty that it will be successful in identifying or obtaining any refunds, credits, or Future Savings on Client's Utility Accounts. Client hereby covenants not to bring any action for damages against UCM that is based upon or relates to any failure by UCM to identify or obtain refunds, credits, or Future Savings to which Client was or is entitled.
13. **Representations Made By Client.** It may become necessary for Client to make certain representations to the utility provider or other entity in order obtain refunds, credits or Future Savings identified by UCM in its Findings Letter. Client hereby warrants that any such representations made by Client will be true and correct in all respects.
14. **Late Payment Penalty.** If payment of any invoice is not received by UCM within 30 days of the date the invoice was mailed, then interest on the amount owing will accrue, beginning on the 31st day after the invoice was mailed to Client, at the rate of 1% per month (prorated on a daily basis). In addition, if any payment is not received by UCM within 60 days of the date the invoice was mailed to Client, then a fee equal to 5% of the amount owing (including any accrued interest) will be imposed on the 61st day after the invoice was mailed. Interest will continue to accrue at 1% per month (prorated on a daily basis) on the entire amount due until paid in full.

15. **Non-discrimination.** In performing this agreement, UCM shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.
16. **Applicable Law.** This Agreement is executed in and intended to be performed in the State of California, and the laws of that state will govern its interpretation and effect.
17. **Venue.** Venue in any legal action arising from or related to this agreement will be Riverside County, California.
18. **Paragraph References.** A reference to a "paragraph" of this Agreement includes both the numbered paragraph, as well as the subparagraphs, if any, that are part of such paragraph. Subparagraphs are designated by lower case letters (e.g., "(a)", "(b)", "(c)").
19. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
20. **Interpretation.** In construing this Agreement, no consideration shall be given to the fact or presumption that any party had a greater or lesser hand in drafting of this Agreement.
21. **Entire Agreement.** This instrument contains the entire Agreement of the parties relating to the rights granted and obligations assumed in this instrument. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged.
22. **Signor Authorized to Bind Client.** The individual signing this agreement on behalf of Client hereby represents and warrants that he/she is authorized to sign on behalf of the Client and to legally bind Client to the terms of this Agreement.
23. **Independent Contractor.** UCM is and shall be acting at all times as an independent contractor and not as an employee of Client. UCM shall have no power to incur any debt, obligation, or liability on behalf of Client or otherwise act on behalf of Client as an agent. Neither Client nor any of its agents shall have control over the conduct of UCM or any of UCM's employees, except as set forth in this Agreement. UCM shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of Client. UCM 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 UCM and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. UCM shall indemnify and hold Client harmless from any and all taxes, assessments, penalties, and interest asserted against Client by reason of the independent contractor relationship created by this Agreement. UCM further agrees to indemnify and hold Client harmless from any failure of UCM to comply with the applicable worker's compensation laws. Client shall have the right to offset against the amount of any fees due to UCM under this Agreement any amount due to Client from UCM as a result of UCM's failure to promptly pay to Client any reimbursement or indemnification arising under this paragraph.
24. **PERS Eligibility Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of UCM 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 Client, UCM shall indemnify, defend, and hold harmless Client for the payment of any employee and/or employer contributions for PERS benefits on behalf of UCM 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 Client. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, UCM 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 Client, including but not limited to eligibility to enroll in PERS as an employee of Client and entitlement to any contribution to be paid by Client for employer contribution and/or employee contributions for PERS benefits.

Initials: 

Initials: _____

25. **No Third Party Beneficiary Rights.** This Agreement is entered into for the sole benefit of UCM and Client 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.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by and through their respective authorized officers.

UTILITY COST MANAGEMENT LLC	
By:	
	Signature
	GREG NORMANT
	Print Name
	V.P. MARKETING
	Title
	5/2/16
	Date
	(559) 261-9231
	Fax #

	Print Client Name Above
By:	
	Signature
	Print Name
	Title
	Date
	Fax #

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Initials: 

Initials: _____



CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: May 10, 2016

SUBJECT: Quechan Park Annual Pass

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: Council authorize a discounted rate of \$125 for Annual Passes purchased between now and June 30th. Passes will be good through June 30, 2017.

FISCAL IMPACT: Possible increase in revenue from more annual passes being sold.

BACKGROUND: It has been common practice to offer a discounted rate for Quechan Park annual passes to increase the number of passes sold.

STAFF REPORT: It is typical to sell on average 20 annual passes each year. These passes are normally sold at the beginning of the fiscal year, in July. This year we have only sold 3 annual passes to date. With the end of year fast approaching, sales are way below projected targets. As specials have been offered in the past now would be a good time to offer a discounted rate to increase the number of passes sold. The standard rate is \$150 for 12 months (July –June). The discounted rate proposed is \$125 for passes purchased between now and June 30th. Not only is the rate discounted, but it includes an extra month if the pass is purchased before June 1st. All passes sold will be good from date of purchase through June 30, 2017. At \$150 a pass holder would have to launch 13 times to break even. At the discounted rate the user would only have to launch 11 times. If a pass is purchased between now and June 1st at the discounted rate the breakeven point would be 10 launches.

ATTACHMENTS: None



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: May 10, 2016

SUBJECT: Donation of Concrete for Alexander Field Fence Improvement Project

PRESENTED BY: Armando Baldizzone, Public Works Director

PREPARED BY: Armando Baldizzone, Public Works Director

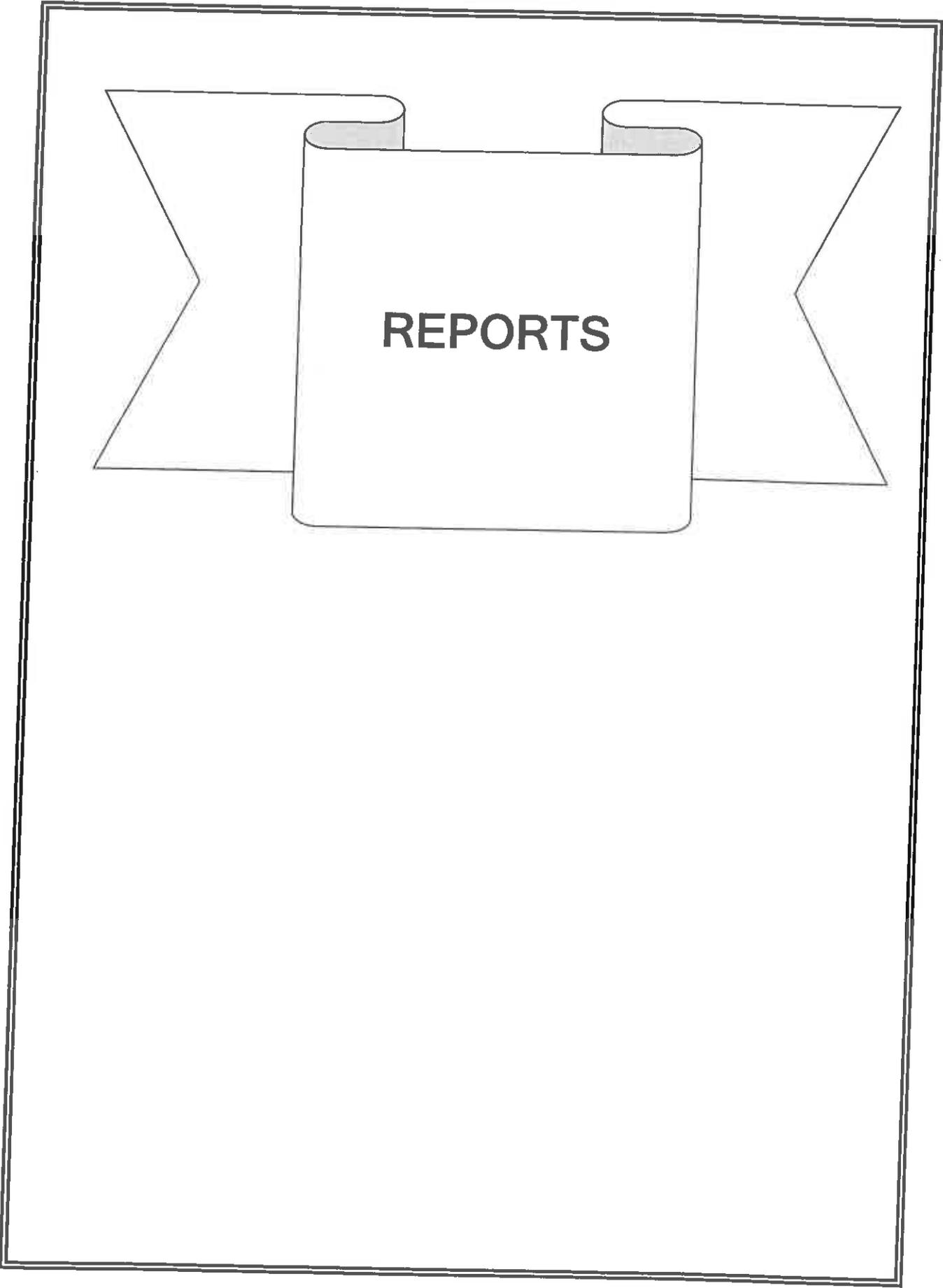
RECOMMENDATION: Council accept the donation of 13 cubic yards of concrete, with a monetary value of \$1,520 from Crawford and Associates. This concrete was used to install the perimeter fence at Alexander Field in Todd Park.

FISCAL IMPACT: Savings of \$1,520 for concrete needed for the Alexander Fence Improvement Project.

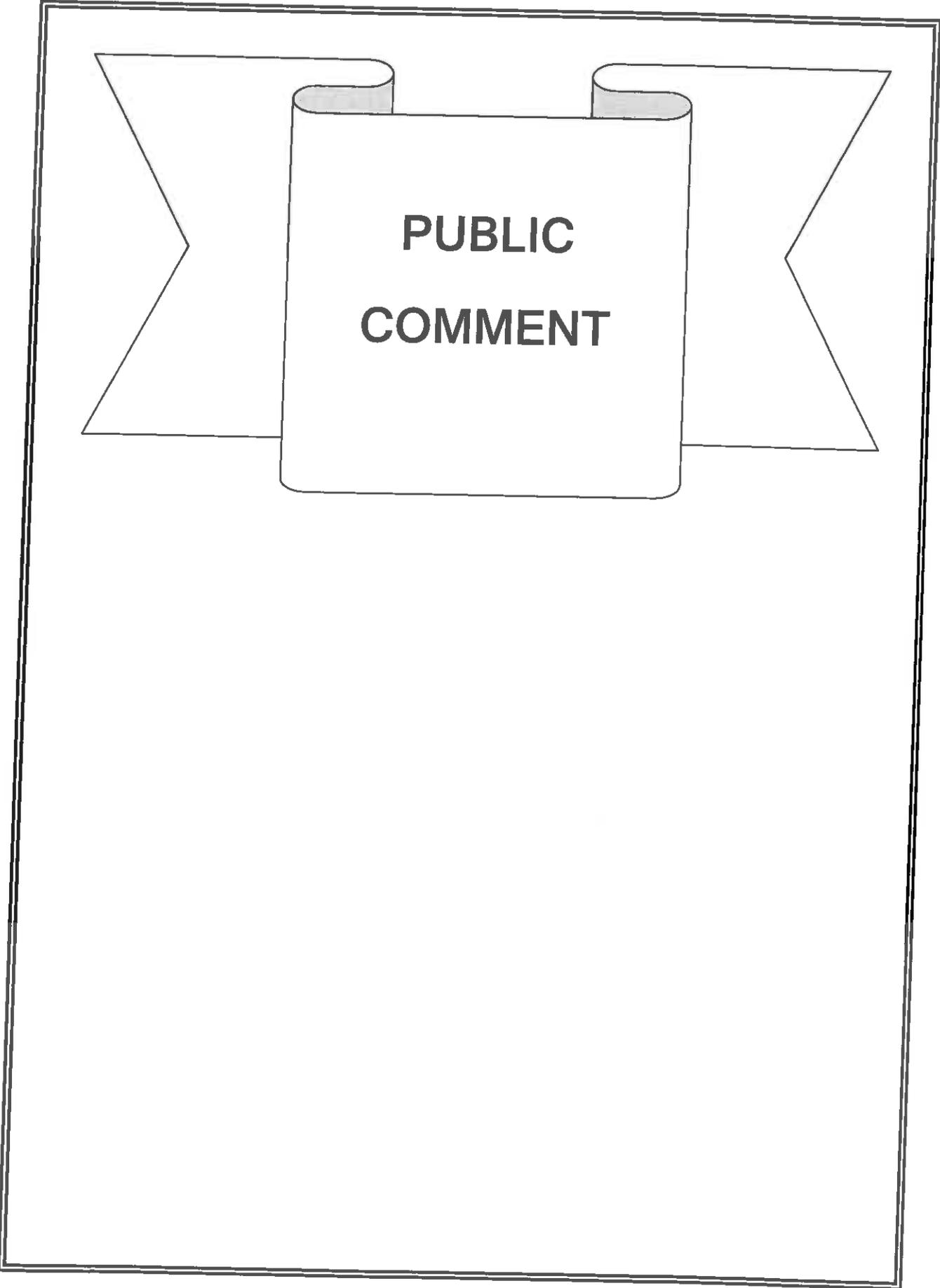
BACKGROUND: In April 2016 Council approved the installation of a perimeter fence for Alexander Field. Mr. Bill Crawford from Crawford & Associate contacted Mayor Joey DeConinck and expressed his intention to donate the concrete material required for the construction of the fence.

STAFF REPORT: The construction of the perimeter fence for Alexander field started in the last week April 2016. The estimated cost of the project was \$36,720. In order to reduce the cost of installation, the Street Department performed the demolition of the existing fence, trenching and installation of an 8 inches mow curb. The City received quotes for the project and Smith Fence was awarded the Contract with a bid amount of \$22,320.52. Thirteen (13) cubic yards of concrete material, with a total cost of \$1,520.00 was generously donated by Mr. Bill Crawford from Crawford and Associates. This concrete material was applied towards the construction of pole footings and the installation of the 8 inches mow curb. Work was completed during the first week of May 2016.

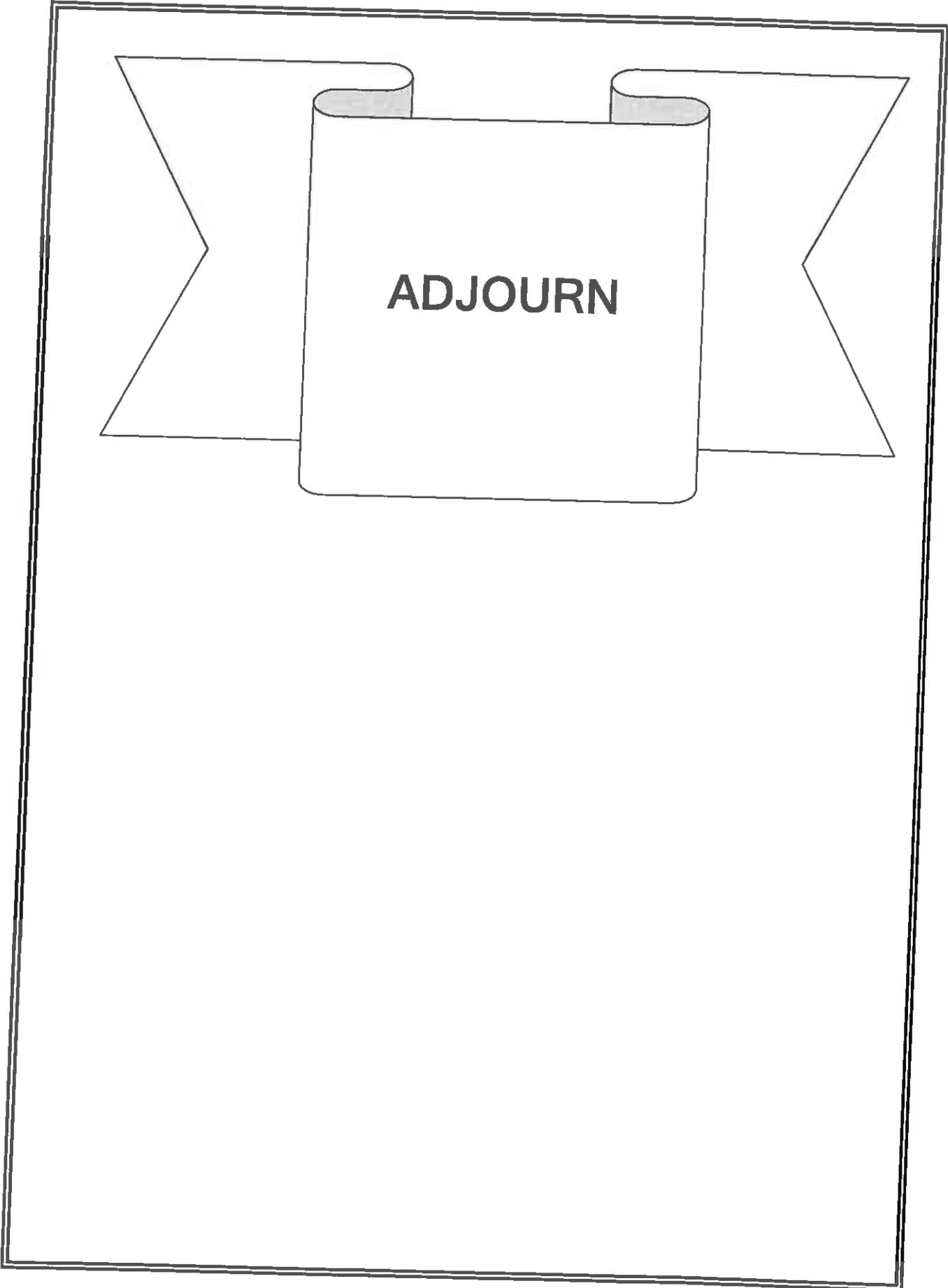
ATTACHMENTS: None



REPORTS



**PUBLIC
COMMENT**



ADJOURN