

BLYTHE CITY COUNCIL



AGENDA

AUGUST 9, 2016

6:00 P.M.

**Joseph "Joey" DeConinck, Mayor
Timothy "Tim" Wade, Vice Mayor
Oscar Galvan, Councilman
Dale S. Reynolds, Councilman
Eric Egan, Councilman
Peter Cosentini, City Manager
Baron Bettenhausen, City Attorney**

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



Meeting of
The Blythe City Council
August 9, 2016
6:00pm

CALL TO ORDER

ROLL CALL

Mayor DeConinck
Vice Mayor Wade
Councilman Galvan
Councilman Reynolds
Councilman Egan

City Manager Cosentini
City Clerk/Deputy Admin Services Director Crecelius
City Treasurer/Interim Finance Director Elms
City Attorney Bettenhausen
Public Works Director Baldizzone

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.

CONSENT CALENDAR- (Items 1- 10) All matters listed under Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time of voting on the motion unless members of the Council or staff request specific items be discussed and/or removed from the Consent Calendar for separate action.

1. **Posting of the Agenda.**

The summary of agenda items were posted on the bulletin boards on the outside of the public entrance to the Council Chamber and near the inside entrance of the Council Chamber on Friday, August 5, 2016.

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

Recommendation: Approve **8/9/16**, warrants numbered 64583 through 644669, 64694 and warrants numbered 64670 through 64693 in the amount of \$1476,771.85 and **8/9/16**, warrants numbered 64696 through 64752 in the amount of \$1,634,929.32.

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

Recommendation: Approve **8/9/16**, warrants numbered 48503 through 48529 and Direct Deposits numbered 37208 through 37262 in the amount of \$224,045.70; **8/9/16**, warrants numbered 48500 through 48502 in the amount of \$2792.00; **8/9/16**, warrants numbered 48530 through 48539 and Direct Deposits numbered 37263 through 37361 in the amount of \$69,607.90 and **8/9/16**, warrants numbered 48540 through 48567 and Direct Deposits numbered 37362 through 37418 in the amount of \$237,052.00.

4. **Minutes of the July 12, 2016 City Council Meeting.**

Recommendation: Approve the Minutes of the July 12, 2016 Meeting.

5. **City of Blythe Permits Issued in July 2016.**

Recommendation: Receive and file this monthly report.

Any writings or documents provided to a majority of the City Council regarding any item on this Agenda will be made available for Public inspection in the City Clerk's Office at City Hall, 235 N. Broadway, Blythe, California, 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.

6. **City of Blythe Fire Department Monthly Activity Report for July 2016.**
Recommendation: Receive and file this monthly report.
7. **Blythe Police Department Monthly Activity Report for July 2016.**
Recommendation: Receive and file this monthly report.
8. **Request for Waiver of Building Permit Fees- Palo Verde Library District.**
Recommendation: Waive Building Permit fees associated with the installation of a new flagpole at the Palo Verde Library.
9. **Design of N. Broadway from Juniper Trail to 10th Avenue.**
Recommendation: Approve the previously executed contract awarded to Amir Engineering and Surveying inc. for the design of N. Broadway between Juniper Trail and 10th Avenue.
10. **6th Avenue Pavement Rehabilitation Project.**
Recommendation: Authorize a purchase order to Riverside County Transportation in the amount of \$182,000 and amend the FY 2016/17 budget allocating Measure A Funds to this project originally slated to be completed in FY 2015/16.

PUBLIC HEARING: None

NEW BUSINESS: (Items 11-15)

11. **Mayor's attendance at the July 12th Metropolitan Water District Board Meeting.**
Recommendation: Receive and file the Mayor's report.
12. **E. Barnard St. Rehabilitation Project-Change Orders.**
Recommendation: Approve Change Orders No. 1 and No. 2 for an increase in scope of work in the amount of \$30,982.96.
13. **Traffic Signal Rehabilitation Project.**
Recommendation: Authorize a purchase order for FY 15/16 in the amount of \$42,297.15 to Econolite Group Inc.
14. **West Barnard Storm Drain Project.**
Recommendation: Authorize the City Manager to enter into a contract awarded to The Holt Group and authorize a purchase order for the project in the amount of \$29,900 from FY 2015/16 funds.
15. **Council Goals.**
Recommendation: Approve a goals process and set a date for a Special City Council meeting to work through this process.

WRITTEN COMMUNICATION: None

SUCCESSOR AGENCY: (Item 16)

16. **Consent to Sale 3 Parcels listed on the Long Range Property Management Plan.**
Recommendation: Consent to the sale of 3 parcels listed on the LRPMP.

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.)

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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 September 13, 2016, at 6:00 p.m. in the Council Chamber, 235 N. Broadway, Blythe, California.

NOTE TO THE PUBLIC:

In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact ADA Coordinator Mallory Sutterfield at (760) 922-6161 EXT. 237 or by email at msutterfield@cityofblythe.ca.gov. Notification 24 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.104 ADA Title II).

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**CONSENT
CALENDAR**

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64707	8/9/2016	001757 DATA TICKET INC	SL161040	005777	110 OVERCROSS ELECTRICITY - APR-A	200.00
64708	8/9/2016	000094 DEPARTMENT OF TRANSPORTATION				1,819.12
64709	8/9/2016	006505 HAIGHT BROWN & BONESTEEL, LLP	3103964 3103965 3103966	005851 005851 005851	JUDEGMENTS & SETTLEMENTS JUDEGMENTS & SETTLEMENTS JUDEGMENTS & SETTLEMENTS	185.00 1,079.60 18.50
64710	8/9/2016	000704 KENNETH GRANT LUCERO	WC5686	005900	WC INJURY	1,283.10
64711	8/9/2016	001460 LAWSON PRODUCTS INC	9304118157	004759	SUPPLIES	275.00
64712	8/9/2016	003141 MED-TECH RESOURCE INC	61692	005782	EXPLORER SAFETY VESTS	275.00
64713	8/9/2016	000988 PRUDENTIAL OVERALL SUPPLY	22262507 22262508 22262519 22262520 22264043 22264044 22264045 22266443 22266444 22266455 22266456 22267881 22267882 22267883	004795 004795 004795 004795 004795 004795 004795 004795 004795 004795 004795 004795 004795 004795 004795	MATS & TOWELS - WWTP UNIFORM SERVICE - WWTP MATS & TOWELS - WPTF UNIFORM SERVICE - WPTF UNIFORM SERVICE - PARKS MATS & TOWELS - PW UNIFORM SERVICE - PW MATS & TOWELS - WWTP UNIFORM SERVICE - WWTP MATS & TOWELS - WPTF UNIFORM SERVICE - WPTF UNIFORM SERVICE - PARKS MATS & TOWELS - PW UNIFORM SERVICE - PW	23.11 39.68 41.82 9.42 9.91 24.99 106.69 23.11 39.68 41.82 9.42 9.91 24.99 256.96 661.51
64714	8/9/2016	005440 ADAMSON POLICE PRODUCTS	SC046524	005781	BODY ARMOR - WALNOHA	799.20
					Total :	799.20

Voucher List
City of Blythe

Bank code :	union			Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor					
64726	8/9/2016	000646 COUNTY OF RIVERSIDE	(Continued)	IN0260146	005842	ACCOUNT #AR0024183 FACILITY #FA00	1,543.00
						Total :	2,890.00
64727	8/9/2016	005603 CR&R INCORPORATED	0058791		005907	445 N BROADWAY - COMMERCIAL TRA	202.16
64728	8/9/2016	004884 CRECELIUS, MALLORY	072316		005908	CENTENNIAL CELEBRATION SUPPLIES	202.16
64729	8/9/2016	000084 D & LAUTO PARTS INC	8681-120905			Total :	110.00
			8681-121006		005666	PARTS/SUPPLIES	110.00
			8681-121006		005666	PARTS/SUPPLIES	39.06
			8681-121144		005666	PARTS/SUPPLIES	68.04
			8681-121173		005666	PARTS/SUPPLIES	10.25
			8681-121214		005666	PARTS/SUPPLIES	393.60
			8681-121231		005666	PARTS/SUPPLIES	37.80
			8681-121291		005666	PARTS/SUPPLIES	6.57
			8681-121367		005666	PARTS/SUPPLIES	8.55
			8681-121389		005666	PARTS/SUPPLIES	8.06
			8681-121461		005666	PARTS/SUPPLIES	103.44
			8681-121540		005666	PARTS/SUPPLIES	11.90
						120905 PARTS	19.95
64730	8/9/2016	005696 DE LAGE LANDEN PUBLIC FINANCE	50648175		005695	CONTRACT #100-10017096 POLICE CA	707.22
						Total :	3,397.92
64731	8/9/2016	004857 DESERT FIRE EXTINGUISHER CO	240123			Total :	3,397.92
			240125		005721	INSPECTIONS AND RECHARGES	692.32
			240126		005721	INSPECTIONS AND RECHARGES	110.78
			240127		005721	INSPECTIONS AND RECHARGES	206.98
			240128		005721	INSPECTIONS AND RECHARGES	49.42
			240129		005721	INSPECTIONS AND RECHARGES	103.48
64732	8/9/2016	002791 FISHER WIRELESS SERVICES INC	1993		005783	RADIO MAINTENANCE - AUGUST 2016	54.00
						Total :	1,216.98
64733	8/9/2016	005978 FULTON DISTRIBUTING - SO CAL	386180		005720	JANITORIAL SUPPLIES	466.00
						Total :	466.00
							812.05

Bank code : union		Invoice		PO #	Description/Account	Amount
Voucher	Date	Vendor				
64733	8/9/2016	005978	005978 FULTON DISTRIBUTING - SO CAL			
64734	8/9/2016	005962	GOMEZ, DAISY	005853	ZUMBA INSTRUCTOR	812.05
64735	8/9/2016	000140	HDL COMPANIES	005909	CONTRACT SVCS PROPERTY TAX JUL	75.00
64736	8/9/2016	005677	HUGHES FIRE EQUIPMENT, INC	005723	SUPPLIES	75.00
				005723	SUPPLIES	3,150.00
64737	8/9/2016	000150	INLAND BUILDERS SUPPLY INC	005685	REC CENTER SUPPLIES	3,150.00
64738	8/9/2016	003900	INTERNATIONAL CODE COUNCIL INC	005764	BOOKS - 2016 CALIFORNIA CODE BOO	47.82
				005764	BOOKS - 2016 CALIFORNIA CODE BOO	43.58
64739	8/9/2016	001286	MC CROMETER INC	005725	REPAIR/MAINTENANCE SUPPLIES	91.40
64740	8/9/2016	006465	NICOLE RIVAS		SUMMER SKETCHING PROGRAM INST	59.63
64741	8/9/2016	005294	O'REILLY AUTOMOTIVE STORES INC		CG SUPPLIES	882.35
					CG SUPPLIES	310.46
64742	8/9/2016	003330	PALO VERDE COMMUNITY COLLEGE	005910	CUSTODIAL SERVICES 9/24/2016	1,192.81
64743	8/9/2016	006162	PRIETO, MARISOL	005855	ZUMBA INSTRUCTOR	1,430.52
64744	8/9/2016	000073	PUBLIC ENTITY RISK MGMT AUTHO	005857	CRIME COVERAGE PROGRAM INSUR	120.00
					CG SUPPLIES	120.00
					CG SUPPLIES	6.22
					CG SUPPLIES	15.22
					CG SUPPLIES	-0.16
					CG SUPPLIES	242.37
					CRIME COVERAGE PROGRAM INSUR	263.65
					CUSTODIAL SERVICES 9/24/2016	150.00
					ZUMBA INSTRUCTOR	150.00
					CRIME COVERAGE PROGRAM INSUR	25.00
					CRIME COVERAGE PROGRAM INSUR	25.00
					CRIME COVERAGE PROGRAM INSUR	1,183.00

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64744	8/9/2016	000073 PUBLIC ENTITY RISK MGMT AUTHO	(Continued)			
			2016/17 CYBER	005857	CYBER LIABILITY INSURANCE PREMIU	1,086.00
			2016/2017	005857	FY 2016/17 GENERAL LIABILITY PREMI	137,230.00
			2016/2017	005857	FY 2016/17 PROPERTY PROGRAM INSI	44,710.00
			2017/1ST QTR	005856	WORKERS' COMP DEPOSIT PROGRAM	75,944.75
64745	8/9/2016	000213 QUILL CORPORATION	7408391	005727	Total :	280,153.75
64746	8/9/2016	005237 RABOBANK EQUIPMENT LEASE	50848180	005701	FILE CABINET	382.31
					Total :	382.31
64747	8/9/2016	000236 SCHUSTER'S WELDING INC	21824	005786	CONTRACT #100-10047232 BACKHOE I	1,701.87
					Total :	1,701.87
64748	8/9/2016	000241 SMART & FINAL IRIS CORP	102622 192435	005778 005912	QUECHAN DOOR REPAIRS	101.20
					Total :	101.20
64749	8/4/2016	006110 SOUTHWEST NETWORKS, INC	16-5028SC 16-7542	005913 005913	CENTENNIAL CELEBRATION SUPPLIES CH BREAKROOM SUPPLIES	149.32 66.10
					Total :	215.42
64750	8/9/2016	003392 SPRINT	248009810-104	005784	ANNUAL BILLING FY2017 COMPUTER PARTS/EQUIPMENT	49,980.00 966.60
					Total :	50,946.60
64751	8/9/2016	006001 TAMCO CAPITAL CORPORATION	5003195105	005703	CELL PHONE SERVICE 6/15-7/14/2016	95.80
					Total :	95.80
64752	8/9/2016	002616 TRAFFIC PARTS	426622	005724	MITEL PHONE SYSTEM 7/31-8/30/2016	1,000.61
					Total :	1,000.61
57 Vouchers for bank code : Union						500.00
57 Vouchers in this report						500.00
Bank total :						1,634,929.32
Total vouchers :						1,634,929.32

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 WARRANTS NUMBERED 64698-64752
 ARE HEREBY APPROVED IN THE AMOUNT OF \$1,634,929.32 ON THIS
 9th DAY OF AUGUST, 2016.

CHRISTA ELMS _____ INTERIM DIRECTOR OF FINANCE

JOSEPH DECONINCK _____ MAYOR

TIM WADE _____ VICE MAYOR

OSCAR GALVAN _____ COUNCILMAN

ERIC EGAN _____ COUNCILMAN

DALE REYNOLDS _____ COUNCILMAN

Voucher List
City of Blythe

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64583	7/13/2016	006095 BROWN, JASON	071416	005716	TRAVEL - M&I 7/14-7/17/2016	155.00
					Total :	155.00
64584	7/18/2016	006697 COSENTINI, PETER	071816	005761	RELOCATION EXPENSE	2,500.00
					Total :	2,500.00
64585	7/21/2016	001564 RIVERSIDE CNTY SHERIFF'S DEPT	08022016	005744	TRAVEL - RGISTRATION 8/2-8/4/16	160.00
					Total :	160.00
64586	7/14/2016	000283 SOUTHERN CALIFORNIA EDISON CO	2004171732	005815	ELECTRICITY/CITY FACILITIES	54,853.85
					Total :	54,853.85
64587	6/25/2016	000283 SOUTHERN CALIFORNIA EDISON CO	2012032199	003637	STREET LIGHTING 6/1-7/1/2016	12,264.11
					Total :	12,264.11
64588	7/26/2016	005178 ALFARO, EVELYN	Z6/2016	005729	ZUMBA INSTRUCTOR	375.00
					Total :	375.00
64589	7/26/2016	006416 AMIR ENGINEERING & SURVEYING	062916	005663	E BARNARD FROM 2ND TO BIRCH	22,250.00
					Total :	22,250.00
64590	7/26/2016	003043 ANDREW LEWIS CONSTRUCTION	17	004926	ALEXANDER FIELD WHEEL CHAIR	8,940.00
					Total :	8,940.00
64591	7/26/2016	005899 ASAP CHECKS, FORMS & SUPPLIES	160628010	005633	CHECK STOCK - AP/PAYROLL	186.44
					Total :	186.44
64592	7/26/2016	006367 AUTOZONE INC	5549331371	005276	PARTS	57.22
					Total :	57.22
64593	7/26/2016	004498 BOUND TREE MEDICAL, LLC	82163618	005798	FIRE SAFETY SUPPLIES	358.11
					Total :	358.11
64594	7/26/2016	000048 BURTRONICS BUSINESS SYSTEMS	AR11319	005730	TONER	24.87
					Total :	24.87
64595	7/26/2016	000051 C B PLUMBING	74378	005799	GREASE TRAP PUMPING	387.93

Voucher List
City of Blythe

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64595	7/26/2016	000051 C B PLUMBING	(Continued)			
64596	7/26/2016	000437 CO OF RIV AUDITOR-CONTROLLER	JUNE 2016	005800	PARKING CITATIONS 6/2016	387.93
64597	7/26/2016	006514 COLLINS COLLINS MUIR	4302587	005731	JUDGEMENTS AND SETTLEMENTS	25.00
			4302592	005731	JUDGEMENTS AND SETTLEMENTS	1,709.84
			4302859	005731	JUDGEMENTS AND SETTLEMENTS	2,624.70
			4302860	005731	JUDGEMENTS AND SETTLEMENTS	3,527.90
					JUDGEMENTS AND SETTLEMENTS	4,479.40
					Total :	12,341.84
64598	7/26/2016	001086 COPA INC	6/2016	003909	CITY VEHICLES - GASOLINE - JUNE	295.26
64599	7/26/2016	000227 COUNTY OF RIVERSIDE	AN0000000784	004023	Total :	295.26
64600	7/26/2016	005421 COUNTY OF RIVERSIDE	PU0000003802	003952	SHELTER SERVICES 6/1-6/30/2016	4,172.62
64601	7/26/2016	005603 CR&R INCORPORATED	JUNE 2016	005686	Total :	4,172.62
64602	7/26/2016	000084 D & LAUTO PARTS INC	8681-120124	005801	FLEET FUEL CHARGES 6/1-6/30/20	5,649.51
64603	7/26/2016	001757 DATA TICKET INC	71412	005802	Total :	5,649.51
			71633	005802	FRANCHISE CONTRACT	61,694.94
64604	7/26/2016	003556 DAVID TAUSSIG & ASSOC., INC.	1606169	005803	Total :	61,694.94
64605	7/26/2016	002173 DEPARTMENT OF JUSTICE	172957	005751	PARTS/SUPPLIES	150.81
			174932	005804	Total :	150.81
			175168	005804	ADMIN CITATION PROCESSING 5/2	222.00
					PARKING CITATION PROCESSING t	100.00
					Total :	322.00
					PROFESSIONAL SERVICES THROL	1,891.59
					Total :	1,891.59
					BLOOD ALCOHOL ANALYSIS 6/2016	105.00
					LIVESCAN SERVICES 6/2016	1,510.00
					LIVESCAN SERVICES 6/2016	306.00
					Total :	1,921.00

Voucher List
City of Blythe

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64606	7/26/2016	006133 DIV OF THE STATE ARCHITECT	SB1186	005732	DISABILITY ACCESS & EDUCATION	12.00
					Total :	12.00
64607	7/26/2016	006409 DUNCAN, STAN	B1605-037		REFUND OF UNUSED PLAN CHECK	800.40
					Total :	800.40
64608	7/26/2016	000547 ESGIL CORPORATION	06164690		PLAN CHECK FEES 6/1-6/30/2016	3,639.16
					Total :	3,639.16
64609	7/26/2016	005469 FREIGHTLINER OF ARIZONA	XP001131998	005805	FIRE DEPT EQUIPMENT/GEAR/SUF	849.84
					Total :	849.84
64610	7/26/2016	003650 GALE NELSON PHLEBOTOMY	JUNE 2016	005752	TECH SERVICES/BLOOD DRAWS	100.00
					Total :	100.00
64611	7/26/2016	006698 GARNICA, CARMELA	063016		COMMUNITY CENTER DEPOSIT RE	125.00
					Total :	125.00
64612	7/26/2016	000318 GLENN JOHNSON COOLING/HEATING	026205	005614	REPAIR SERVICES - WWTP	186.20
					Total :	186.20
64613	7/26/2016	006582 GOLDEN STATE OVERNIGHT	3105812	004993	PRIORITY OVERNIGHT SERVICES	38.53
					Total :	38.53
64614	7/26/2016	005962 GOMEZ, DAISY	Z6/2016-2	005733	ZUMBA INSTRUCTOR	50.00
					Total :	50.00
64615	7/26/2016	000129 GRANITE CONSTRUCTION	1003074 1004588	005631 005616	COLD MIX ASPHALT COLD MIX ASPHALT	18,390.14 10,413.46
					Total :	28,803.60
64616	7/26/2016	000132 HACH COMPANY	9989641	005629	SUPPLIES	2,116.24
					Total :	2,116.24
64617	7/26/2016	006505 HAIGHT BROWN & BONESTEEL, LLP	3103287 3103288 3103289	005734 005734 005734	JUDGEMENTS AND SETTLEMENTS JUDGEMENTS AND SETTLEMENTS JUDGEMENTS AND SETTLEMENTS	335.25 280.95 335.25

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07/27/2016 3:50:58PM

Voucher List
City of Blythe

Page: 4

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64617	7/26/2016	006505	006505 HAIGHT BROWN & BONESTEEL, LLJ (Continued)			
64618	7/26/2016	003154	HD SUPPLY WATERWORKS LTD	005618	PARTS SUPPLIES	951.45
			F713933	005618	PARTS SUPPLIES	596.05
						780.28
64619	7/26/2016	003088	HUNTINGTON COURT REPORTERS	005753	TRANSCRIPTION SERVICES 6/1-6/16	1,376.33
64620	7/26/2016	000150	INLAND BUILDERS SUPPLY INC	005806	PARTS/SUPPLIES	549.96
			558297	005657	SUPPLIES	64.74
			559912	005657	SUPPLIES	19.60
64621	7/26/2016	006266	JOHNSON, ERICA			52.86
			063016			137.20
64622	7/26/2016	000704	KENNETH GRANT LUCERO		COMMUNITY CENTER RENTAL REF	125.00
			1533			125.00
64623	7/26/2016	006722	KLERITEC	005735	EMPLOYMENT PHYSICALS	375.00
			INV00223319	005807	SAFETY SUPPLIES	375.00
64624	7/26/2016	005295	KONICA MINOLTA			177.75
			9002546141	003868	ACCT 1165535 BIZHUB C554/COPIE	177.75
64625	7/26/2016	003135	LARRY GREEN FORD INC.			258.65
			6059899	005404	SERVICE	258.65
			6060061	005404	SERVICE	459.91
64626	7/26/2016	002150	LAW OFFICES OF JONES & MAYER	005808	LEGAL SERVICES 6/2016	387.81
			78209			847.72
64627	7/26/2016	005294	O'REILLY AUTOMOTIVE STORES INC			11,358.16
			2758-435197	004953	PARTS	11,358.16
			2758-435675	004953	PARTS	27.83
						32.39
						60.22

Voucher List
City of Blythe

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64628	7/26/2016	003594 PACIFIC PRODUCTS & SERVICES	20911	005615	SUPPLIES	386.15
64629	7/26/2016	000201 PALO VERDE VALLEY TIMES INC	1606-00019668 20996	005809 005809	PUBLICATIONS 6/1-6/30/2016 DESIGN & PRINTING OF 16 PAGE C	41.87 2,616.49
64630	7/26/2016	003271 PALO VERDE VALLEY TRANSIT	2016-05	005810	MAINTENANCE SUPPORT	2,658.36
64631	7/26/2016	005009 PARKER OIL PRODUCTS, INC	70229	003910	GASOLINE/OIL - EQUIPMENT FY20	399.12
64632	7/26/2016	006417 PNC EQUIPMENT FINANCE, LLC	177732000	005811	LEASE #177732000 PIERCE SABER	399.12
64633	7/26/2016	006162 PRIETO, MARISOL	Z6/2016	005736	ZUMBA INSTRUCTOR	285.38
64634	7/26/2016	000213 QUILL CORPORATION	7081230 7081920 7112373	004978 005755 005756	SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	25.00 25.00
64635	7/26/2016	001847 R E HOOVER CONSTRUCTION	2503	005664	WHEEL CHAIR RAMPS - ALEXANDE	210.71
64636	7/26/2016	000218 RICHARDS WATSON & GERSHON	205502 205503 205508 207441	005812 005812 005812 005812	PROFESSIONAL SERVICES THROL PROFESSIONAL SERVICES THROL PROFESSIONAL SERVICES THROL PROFESSIONAL SERVICES THROL	1,560.74 383.31 2,154.76
64637	7/26/2016	002723 RIVERSIDE CNTY SHERIFF'S DEPT	SH0000028741	005757	RMS/CLETS BILLING 7/1/2015-6/30/	8,150.00
64638	7/26/2016	003606 RODRIGUEZ, GUSTAVO	031	005514	RETAINER FEE - JUNE 2016 SERVI	8,150.00
					Total :	4,033.00
					Total :	2,293.38
					Total :	407.00
					Total :	1,831.50
					Total :	8,564.88
					Total :	2,368.15
					Total :	2,368.15
					Total :	1,500.00

Voucher List
City of Blythe

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : union						
64638	7/26/2016	003606 RODRIGUEZ, GUSTAVO	(Continued)			
64639	7/26/2016	000238 SHELL	065129140607	005813	GASOLINE/PW 6/6-7/6/2016	1,500.00
64640	7/26/2016	003439 SHELL	8000243991607	005814	GASOLINE/PD 6/6/2016-7/6/2016	31.49
64641	7/26/2016	001790 SIGNS UNLIMITED	063016	005758	DECALS FOR COP VEHICLE	31.49
			063016	005654	DECAL SIGNS	231.06
				005654		231.06
64642	7/26/2016	000283 SOUTHERN CALIFORNIA EDISON CO	2245360151	003637	STREET LIGHTING 6/1-7/1/2016	270.00
64643	7/26/2016	006110 SOUTHWEST NETWORKS, INC	16-6122	005816	GUARDIAN IT - REPAIRS/MAINTEN/	82.08
64644	7/26/2016	001136 STANDAGE TIRE & AUTOMOTIVE	164063	003788	TIRE SERVICE	352.08
			164355	003788	TIRE SERVICE	46.15
			164511	003788	TIRE SERVICE	46.15
64645	7/26/2016	000956 SUCCESSOR AGENCY TO THE	2016GC	005817	LOANS PAYABLE - GOLF COURSE	240.00
			2016WA	005817	LOANS PAYABLE - WATER	240.00
64646	7/26/2016	004267 SUTTERFIELD, STEPHEN	114	005818	REIMBURSEMENT - WWTP OPERA'	266.34
64647	7/26/2016	000247 THE GAS COMPANY	07632638008	003639	NATURAL GAS/COMMUNITY CENTR	890.39
			11185732804	003639	NATURAL GAS/PD 6/8-7/8/2016	570.36
64648	7/26/2016	000266 UNDERGROUND SERVICEALERT/SC	620160060	004533	DIG ALERT TICKETS 6/2016	1,727.09
						68,958.92
						109,368.01
						178,326.93
						180.00
						180.00
						73.10
						51.78
						124.88
						36.00
						36.00

Voucher List
City of Blythe

Bank code : union									
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount			
64649	7/26/2016	002748 UNITED RENTALS	138587637	005619	4 WHEELS MISC SUPPLIES/RENTA	359.27			
					Total :	359.27			
64650	7/26/2016	004501 US BANK CORP	044555649478	005819	CREDIT CARD CHARGES 6/2016	4,734.50			
				005549					
				005819					
				005582					
				005642					
				005643					
64651	7/26/2016	000991 USA BLUEBOOK	985903	005621	SUPPLIES	4,734.50			
			992171	005621	SUPPLIES	609.77			
			992791	005621	SUPPLIES	95.20			
					Total :	1,338.93			
64652	7/26/2016	004601 VORTEX INDUSTRIES, INC.	20-1036120-1	005820	FIRE DOORS REPAIR/MAINTENANC	5,910.24			
64653	7/26/2016	006459 WS DARLEY & CO	17246471	005821	FIRE DEPT EQUIPMENT/GEAR/SUF	5,910.24			
			17247437	005821	FIRE DEPT EQUIPMENT/GEAR/SUF	1,110.57			
					Total :	561.62			
64654	7/26/2016	006568 YANEZ, MARIO	B1605-043		REFUND OF UNUSED PLAN CHEC	1,672.19			
64655	7/26/2016	005289 AYRES SUITES	101366	005738	LODGING - R JAKOBSEN 8/1-8/2/20	65.03			
					Total :	65.03			
64656	7/26/2016	005289 AYRES SUITES	101403	005746	LODGING - M HURTADO 8/22-8/23/2	102.79			
					Total :	102.79			
64657	7/26/2016	006668 GONZALEZ, KELSEY	080916	005739	TRAVEL - M&I 8/9-8/11/2016	155.00			
64658	7/26/2016	006630 HILTON GARDEN INN	3260909616	005740	LODGING - R JAKOBSON 8/2-8/4/20	155.00			
					Total :	201.26			
					Total :	201.26			

Voucher List
City of Blythe

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64659	7/26/2016	006630 HILTON GARDEN INN	3268661952	005747	LODGING - M HURTADO 8/23-8/25/2	201.26
					Total :	201.26
64660	7/26/2016	006696 HURTADO, MANUEL	082316	005748	TRAVEL - M&I 8/23-8/25/2016	155.00
64661	7/26/2016	000150 INLAND BUILDERS SUPPLY INC	562031	005762	ANIMAL CONTROL - SHELTER KEY	155.00
64662	7/26/2016	000369 LEADS SOFTWARE GROUP	16003	005742	SOFTWARE SUPPORT 7/1/2016-6/3	16.68
64663	7/26/2016	001046 LYNN PEAVEY COMPANY	319809	005754	INVESTIGATION SUPPLIES	16.68
64664	7/26/2016	003498 PORTER LEE CORPORATION	17384	005743	ANNUAL SOFTWARE SUPPORT 7/1	2,520.00
64665	7/26/2016	006695 PORTO VISTA HOTEL & SUITES	111636	005749	LODGING - T WALNOHA 8/8-8/11/20	2,520.00
64666	7/26/2016	006695 PORTO VISTA HOTEL & SUITES	111637	005750	LODGING - K GONZALEZ 8/8-8/11/2	105.10
64667	7/26/2016	000213 QUILL CORPORATION	7183529	005737	SUPPLIES - REC CENTER	105.10
64668	7/26/2016	001564 RIVERSIDE CNTY SHERIFF'S DEPT	082316	005763	24-HR ADV PERISHABLE SKILLS TF	105.10
64669	7/26/2016	006667 WALNOHA, TINA	080916	005745	TRAVEL - M&I 8/9-8/11/2016	938.00
64670	7/26/2016	006714 BAKER, KATIE	Ref000187375		UB Refund Cst #020637	938.00
64671	7/26/2016	006708 BARTNIK, MELINDA	Ref000187368		UB Refund Cst #020271	497.61
					Total :	497.61
					Total :	422.61
					Total :	422.61
					Total :	385.71
					Total :	385.71
					Total :	160.00
					Total :	160.00
					Total :	155.00
					Total :	155.00
					Total :	91.79
					Total :	91.79
					Total :	256.53
					Total :	256.53

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07/27/2016 3:50:58PM

Voucher List
City of Blythe

Page: 9

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64672	7/26/2016	006717 BROWN, JOYCE	Ref000187378		UB Refund Cst #020865	83.19
					Total :	83.19
64673	7/26/2016	006719 BUCKLEY, THOMAS	Ref000187380		UB Refund Cst #021207	25.03
					Total :	25.03
64674	7/26/2016	006699 CERVANTES, TONIKA	Ref000187359		UB Refund Cst #006952	99.07
					Total :	99.07
64675	7/26/2016	006706 COOK, ROBERT	Ref000187366		UB Refund Cst #020078	67.30
					Total :	67.30
64676	7/26/2016	006711 DOMINGUEZ, STEPHEN	Ref000187372		UB Refund Cst #020553	33.87
					Total :	33.87
64677	7/26/2016	006709 DUNCAN, JOLANE	Ref000187369		UB Refund Cst #020373	39.12
					Total :	39.12
64678	7/26/2016	006501 GRANITE CONSTRUCTION	Ref000187370		UB Refund Cst #020513	443.40
					Total :	443.40
64679	7/26/2016	006716 HAUSER, CHARLES	Ref000187377		UB Refund Cst #020772	116.15
					Total :	116.15
64680	7/26/2016	006702 HEALEY, SHANNON	Ref000187362		UB Refund Cst #016775	3.50
					Total :	3.50
64681	7/26/2016	006720 LEIVAS, EMILY	Ref000187381		UB Refund Cst #021290	77.05
					Total :	77.05
64682	7/26/2016	006700 LYNCH, CHRISTINE	Ref000187360		UB Refund Cst #015148	112.22
					Total :	112.22
64683	7/26/2016	006713 MAO, DENISE	Ref000187374		UB Refund Cst #020603	81.11
					Total :	81.11
64684	7/26/2016	006712 MARTINSON, JAIME	Ref000187373		UB Refund Cst #020566	79.55
					Total :	79.55

Page: 9

Bank code : union		Invoice		PO #	Description/Account	Amount
Voucher	Date	Vendor	Invoice			
64685	7/26/2016	006718	MCDONALD, JEANNIE	Ref000187379	UB Refund Cst #020999	98.14
64686	7/26/2016	006703	OTERO GONZALEZ, GRACIE	Ref000187363	UB Refund Cst #016833	98.14
64687	7/26/2016	006701	PHIPPS, WILLIAM	Ref000187361	UB Refund Cst #016086	106.60
64688	7/26/2016	006715	RAMIREZ, TADEO	Ref000187376	UB Refund Cst #020668	106.60
64689	7/26/2016	006710	ROEMHILDT, CATHRINE	Ref000187371	UB Refund Cst #020530	11.03
64690	7/26/2016	006705	SWAN, SCOTT	Ref000187365	UB Refund Cst #019897	11.03
64691	7/26/2016	006721	TRAFFIC DEVELOPMENT SERVICES	Ref000187382	UB Refund Cst #021298	16.37
64692	7/26/2016	006707	TRAMP, SARAH	Ref000187367	UB Refund Cst #020208	16.37
64693	7/26/2016	006704	VELEZ, FRANK & DEBRA	Ref000187364	UB Refund Cst #017448	30.28
64694	7/26/2016	004956	JAKOBSEN, ROBERT	080216	TRAVEL - M&I 8/2-8/4/2016	30.28
112 Vouchers for bank code : union						0.30
112 Vouchers in this report						0.30
Total :						508.27
Bank total :						508.27
Total vouchers :						28.99
Total :						28.99
Total :						74.00
Total :						74.00
Total :						155.00
Total :						155.00
Bank total :						476,771.85
Total vouchers :						476,771.85

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Voucher List
City of Blythe

Page: 11

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 WARRANTS NUMBERED 64583-64669, 64694
 AND THE UTILITY BILLING REFUND WARRANTED NUMBERED
 64670-64693 ARE HEREBY APPROVED IN THE AMOUNT OF \$476,771.85
 ON THIS 9th DAY OF AUGUST, 2016.

CHRISTA ELMS _____ INTERIM DIRECTOR OF FINANCE

JOSEPH DECONINCK _____ MAYOR

TIM WADE _____ VICE-MAYOR

OSCAR GALVAN _____ COUNCILMAN

DALE REYNOLDS _____ COUNCILMAN

ERIC EGAN _____ COUNCILMAN

Page: 11

CITY OF BLYTHE

PAYROLL LISTING

Pay period 07/01/2016 to 07/14/2016

Payday 07/22/2016

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 48503 to 48529 and Direct Deposits numbered 37208 to 37262 are hereby approved in the amount of \$224,045.70 this 9TH day of August 2016.



Interim Director of Finance

Mayor De Coninck

Vice Mayor Wade

Councilman Galvan

Councilman Egan

Councilman Reynolds

CITY OF BLYTHE

PAYROLL LISTING

Pay period 07/18/16 to 07/18/16
Payday 07/18/16

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 48500 to 48502 are hereby approved in the amount of \$2,792.00 this 9th day of August 2016.


Interim Director of Finance

Mayor De Coninck

Vice Mayor Wade

Councilman Egan

Councilman Galvan

Councilman Reynolds

CITY OF BLYTHE

PAYROLL LISTING

Pay period 07/01/2016 to 07/31/2016

Payday 08/05/2016

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 48530 to 48539 and Direct Deposits numbered 37263 to 37361 are hereby approved in the amount of \$69,607.90 this 9TH day of August 2016.

Interim Director of Finance

Mayor De Coninck

Vice Mayor Wade

Councilman Galvan

Councilman Egan

Councilman Reynolds

CITY OF BLYTHE

PAYROLL LISTING

Pay period 07/15/2016 to 07/28/2016

Payday 08/05/2016

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 48540 to 48567 and Direct Deposits numbered 37362 to 37418 are hereby approved in the amount of \$237,052.00 this 9TH day of August 2016.

Interim Director of Finance

Mayor De Coninck

Vice Mayor Wade

Councilman Galvan

Councilman Egan

Councilman Reynolds

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

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

The Pledge of Allegiance was led by Vice Mayor Wade. The invocation was offered by Councilman Galvan.

Vice Mayor Wade asked for a moment of silence for the fallen and injured Dallas Police Officers.

REPORT OUT FROM CLOSED SESSION: City Attorney Bettenhausen reported the Council met in Closed Session to discuss item #1, Personnel, Pursuant to Government Code Section 54957, Performance Evaluation-City Manager. A 5% merit increase was given.

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

1. **Posting of the Agenda.**
The summary of agenda items were posted on the bulletin boards on the outside of the public entrance to the Council Chamber and near the inside entrance of the Council Chamber on Friday, July 8, 2016.
2. **Approval of the Warrant Register.**
Recommendation: Approve 7/12/16, warrants numbered 64427 through 64500 and warrants numbered 6464501 through 64526 in the amount of \$1,025,695.88; 7/12/16, warrants numbered 64527 through 64564 in the amount of \$139,378 and 7/12/16, warrants numbered 645651 through 64582 in the amount of \$130,683.10.
3. **Approval of the Payroll Register.**
Recommendation: Approve 7/12/16, warrant numbered 48463 through 48472 and Direct Deposits numbered 37051 through 37153 in the amount of \$67,637.89; 7/12/16, warrants numbered 48473 through 48499 and Direct Deposits numbered 37154 through 37207 in the amount of \$222,299.38; 7/12/16, warrants numbered 48400 through 48826 and Direct Deposits numbered 37000 through 37053 in the amount of \$222,097.21 and 7/12/16, warrants numbered 48427 through 48459 \$94862.64.
4. **Minutes of the June 14, 2016 City Council Meeting.**
Recommendation: Approve the Minutes of the June 14, 2016 Meeting.
5. **City of Blythe Permits Issued in June 2016.**
Recommendation: Receive and file this monthly report.
6. **City of Blythe Fire Department Monthly Activity Report for June 2016.**
Recommendation: Receive and file this monthly report.
7. **Blythe Police Department Monthly Activity Report for June 2016.**
Recommendation: Receive and file this monthly report.
8. **Investment Report for Fourth Quarter (2015/16).**
Recommendation: Adopt the Investment Policy for FY 2016/17 as required by Government Code Section 53646.

9. **Levy of Special Taxes within CFG No. 2004-1.**

Recommendation: Adopt Resolution No. 2016-023 authorizing the Levy of Special taxes within Community Facilities District 2004-1 (Hidden Beaches).

RESOLUTION NO. 2016-023. A RESOLUTION OF THE CITY COUNCIL ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 2004-1 (HIDDEN BEACHES) OF THE CITY OF BLYTHE AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2004-1 (HIDDEN BEACHES) FOR FISCAL YEAR 2016/17.

10. **Special Assessment for Prior Year Delinquent Utility Charges.**

Recommendation: Adopt Resolution No. 2016-024.

RESOLUTION NO. 2016-024. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE ADOPTING THE REPORT OF THE DELINQUENT UTILITY ACCOUNTS AND DIRECTING THE CITY MANGER TO FILE SAID REPORT WITH THE COUNTY OF RIVERSIDE AUDITOR AND REQUEST THE AUDITOR PLACE THE DELINQUENT ACCOUNTS ON THE TAX ROLL.

11. **Levy and Collection of Assessments for Building & Weed Abatement.**

Recommendation: Adopt Resolution No. 2016-021.

RESOLUTION NO. 2016-021. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR PROPERTY BUILDINGS AND WEED ABETMENT PURSUANT TO THE PROVISIONS OF THE BLYTHE MUNICIPAL CODE.

12. **Levy and Collection of Assessments for Building Abatement.**

Recommendation: Adopt Resolution No. 2016-022.

RESOLUTION NO. 2016-022. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR PROPERTY BUILDING ABATEMENT PURSUANT TO THE PROVISIONS OF THE BLYTHE MUNICIPAL CODE.

13. **Uniform Public Construction Cost Accounting Principles.**

Recommendation: conduct the second reading of Ordinance No. 878-16.

ORDINANCE NO. 878-16. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLYTHE AMENDING CHAPTER 2.65 OF TITLE 2 OF THE BLYTHE MUNICIPAL CODE RELATING TO PROCEDURES FOR PURCHASING AND PUBLIC WORKS PROJECTS.

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

PUBLIC HEARING:

Conditional Use Permit 1606-001. Planner Burrow stated the Public Hearing before you involves a request from COPA Inc. to install secure propane cylinder exchange set up at two separate sites. Each of the proposed sites are existing gasoline dispensing and mini mart commercial businesses. The first proposed site is located at W. Hobsonway and Neighbours Blvd. at the Valero Station. The second proposed site is the Mobile Station on E. Hobsonway and Intake Blvd. Both propane exchange services are intended to supplement existing amenities offered at each site. The project applicants have read, considered and agreed to the conditions of approval assigned to the project. Compliance with the stated conditions will assure all safety obligations will be met and the proposed project will be in conformance with all State and local requirements. Subsequent to the Public Hearing it is recommended Council separately adopt Resolution No's 2016-025 and 2016-026. Mike Maurice, a representative of COPA is in the audience should the Council have any questions for him.

No public comment. Councilman Egan moved approval of Resolution No. 2016-025. The motion was seconded by Councilman Reynolds with a unanimous aye vote.

RESOLUTION NO. 2016-025. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF A NOTICE OF EXEMPTION WITH DE MINIMIS IMPACT FINDING FOR CONDITIONAL USE PERMIT 1606-001.

Councilman Reynolds moved approval of Resolution No. 2016-026. The motion was seconded by Councilman Egan with a unanimous aye vote.

RESOLUTION NO. 2016-026. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF APPROVING CONDITIONAL USE PERMIT 1606-001 TO ALLOW THE INSTALLATION OF A RETAIL PROPANE EXCHANGE SERVICE ON TWO SEPARATE PROPERTIES DESIGNATED AS C-G (GENERAL COMMERCIAL).

NEW BUSINESS:

Designation of Voting Delegate for the League's Annual Conference. Interim City Manager Crecelius stated the League of California Cities business meeting is held each year during the annual conference. This year's conference will be held in Long Beach October 5-7th. In order for the City to have a vote at this meeting, Council must designate a voting delegate. As Councilman Reynolds serves as the City's league appointee it is recommended Council appoint him as the City's voting delegate for this year's conference.

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

Todd Park Restroom Improvement Project. Public Works Director Baldizzone reported the restrooms at Todd Park have been out of service since July 2015 due to vandalism and excessive maintenance. Staff researched alternatives, one of which was a prefabricated restroom. The cost of installing the bathroom is no longer cost effective. At the last Park and Recreation Committee Meeting staff was directed to look into the cost of designing and constructing a restroom for the park. The location of the restroom will be east of the parking lot and will serve the park and all baseball fields. The restroom will be 24x24 in diameter. It is recommended Council authorize the City Manager to proceed with the design and construction of the restroom at Todd Park.

Councilman Reynolds asked what the estimated cost would be. It was reported the restroom with fixtures is estimated to cost \$250 per square foot, excluding design.

Councilman Reynolds asked how much in CDBG funds was available for this project. Interim Finance Director Elms stated \$148,000 is currently in the budget. Interim City Manager Crecelius stated staff spoke with CDBG representatives about taking an advance of next year's funds if we ran into funding issues. We do not want to do this, but it's an option on the table. Hopefully switching from Pre-fab to design and construction will reduce costs. If we take an advance of funds there is a timeline that puts more constraint on the project. Once we have cost of design and engineer's estimate we will have a better idea of what the project will cost and if extra funding is needed.

Councilman Galvan asked how many payments were left on the Community Center project. It was reported one payment in the amount of \$25,000 was left.

Councilman Reynolds asked if we had contacted CIF about a grant. It was reported staff would be happy to look into that option. It was reported CIF did participate with the City to build the Splash Pad. Public Works Director Baldizzone stated the cost of the building would be around \$125,000.

Councilman Galvan asked how long it would be before we had restrooms there. Public Works Director Baldizzone stated 10 months.

Councilman Egan asked if we should delay the project to July 2017. Interim City Manager Crecelius stated the problem with that is CDBG does not like us sitting on money. We already have past years allocations that we have been compiling to build this restroom so we haven't had expenditures from these funds in quite some times which is a red flag and could jeopardize future funds. They are on us to get this project started and these funds expended.

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

ORAL REPORTS:

Interim City Manager Crecelius reported the Centennial Event is July 23rd and everyone is invited to attend. As our new City Manager Peter Cosentini starts on July 18th, this will be my last City Council meeting as Interim City Manager. It has been an honor and a pleasure to serve the City of Blythe in this capacity for the past 16 months and I thank the City Council for giving me this opportunity. I will continue to serve in the capacity of City Clerk and Deputy Administrative Services Director and I look forward to supporting our new City Manger in any way I can.

PUBLIC COMMENT: None

MEMBER COMMENT: None

ADJOURN:

The City Council meeting was adjourned at 6:22pm.

Joseph DeConinck, Mayor

ATTEST:

Mallory Sutterfield-Crecelius, City Clerk

City of Blythe
PERMITS ISSUED
For the Period 7/1/2016 thru 7/31/2016

Permit No./Issued		Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1605-026	ELEC	7/12/2016	SOLAR	304 VILLAGE DRIVE 842161014	NICHOLAS & CINDY NEPUSZ PRECIS DEVELOPMENT INC	27,468.00	249.15	249.15
5/11/2016	ISSUED			Permit Name	ROOF SOLAR & UPGRADE			
B1604-034	ELEC	7/22/2016		554 RANCHETTE ROAD 857110007	CITY OF BLYTHE SUNPOWER CORPORATION SY	0.00	0.00	0.00
4/26/2016	ISSUED			Permit Name	SOLAR			
B1604-035	ELEC	7/22/2016		15901 SOUTH BROADWAY 869120006	CITY OF BLYTHE SUNPOWER CORPORATION SY	0.00	0.00	0.00
4/26/2016	ISSUED			Permit Name	SOLAR			
B1607-011	ELEC	7/20/2016	SOLAR	320 ALICE LANE 848161003	RODNEY MIKER SOLARCITY CORPORATION	15,226.90	121.92	121.92
7/15/2016	ISSUED			Permit Name	ROOF SOLAR			
B1606-058	ELEC	7/11/2016	SOLAR	2206 HIDDEN SPRINGS 824222007	MARCO & ALEXANDRA MORA HOSOPO CORPORATION	18,000.00	142.05	142.05
6/22/2016	ISSUED			Permit Name	ROOF MOUNT SOLAR			
6/28/2016								
B1606-050	ELEC	7/11/2016	SOLAR	1342 BRUCE COURT 836171005	PEDRO RANGEL CHAVEZ HOSOPO CORPORATION	12,000.00	208.30	208.30
6/22/2016	FINALED			Permit Name	ROOF MOUNT SOLAR			
7/6/2016								
B1606-066	ELEC	7/11/2016	SOLAR	180 SHADED PALM 824213013	JOSIE QUINTERO HOSOPO CORPORATION	15,000.00	134.20	134.20
6/29/2016	ISSUED			Permit Name	ROOF MOUNT SOLAR			
6/30/2016								
B1606-065	ELEC	7/11/2016	SOLAR	410 ALICE LANE 848161012	ANGEL & SARAH SANCHEZ HELIOPOWER INC	23,750.00	105.73	105.73
6/28/2016	FINALED			Permit Name	ROOF SOLAR			
7/8/2016								
B1606-064	ELEC	7/11/2016	SOLAR	351 SOUTH SIXTH STREET 848172006	JAMES & ROBIN BOWERS HELIOPOWER INC	15,900.00	135.44	135.44
6/28/2016	ISSUED			Permit Name	ROOF SOLAR & UPGRADE			
7/8/2016								
B1606-063	ELEC	7/11/2016	SOLAR	460 SOUTH SIXTH STREET 848171034	HERRERA & GALLARDO ET AL HELIOPOWER INC	13,750.00	203.73	203.73
6/28/2016	FINALED			Permit Name	ROOF SOLAR			
7/8/2016								
Total for: ELEC						141,094.90	1,300.52	1,300.52

Permit No./Issued		Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1606-006	ENCROACHMENT	7/1/2016		SE CORNER CHANSLOR & 4TH	CITY RIGHT OF WAY	0.00	0.00	0.00
6/3/2016	ISSUED			Permit Name	SIDEWALK REPAIR			
6/3/2016								
B1606-032	ENCROACHMENT	7/12/2016		109 WEST HOBSONWAY 845133024	BROWNING & HOOVER ET AL RICHARD E HOOVER	0.00	297.95	297.95
6/14/2016	ISSUED			Permit Name	SIDEWALK RECONFIGURE			
7/6/2016								
Total for: ENCROACHMENT						0.00	297.95	297.95

City of Blythe
PERMITS ISSUED
For the Period 7/1/2016 thru 7/31/2016

Permit No./Issued

<u>Applied/Approved</u>	<u>Type/Sub-Type/Status</u>	<u>Site Address and Parcel No.</u>	<u>Owner and Contractor</u>	<u>Valuation</u>	<u>Fees</u>	<u>Paid</u>
B1606-062 7/7/2016	GARAGE	227 EAST BARNARD STREET 845072027	CHURCH OF THE LIVING GOD OWNER	10,449.00	404.40	404.40
6/28/2016 7/6/2016	ISSUED	Permit Name				
Total for: GARAGE				10,449.00	404.40	404.40

Permit No./Issued

<u>Applied/Approved</u>	<u>Type/Sub-Type/Status</u>	<u>Site Address and Parcel No.</u>	<u>Owner and Contractor</u>	<u>Valuation</u>	<u>Fees</u>	<u>Paid</u>
B1606-059 7/14/2016	MECH	208 SOUTH FIFTH STREET 848093002	LAZARO & EVANGELINA DELA JOHN HARRISON CONTRACTI	3,000.00	50.50	50.50
6/22/2016 6/28/2016	NEED CERTS OR H	Permit Name				
B1607-007 7/14/2016	MECH	506 DORA LANE 842214001	ANGEL A SOLORIO JOHN HARRISON CONTRACTI	3,000.00	50.50	50.50
7/12/2016 7/12/2016	NEED CERTS OR H	Permit Name				
Total for: MECH				6,000.00	101.00	101.00

Permit No./Issued

<u>Applied/Approved</u>	<u>Type/Sub-Type/Status</u>	<u>Site Address and Parcel No.</u>	<u>Owner and Contractor</u>	<u>Valuation</u>	<u>Fees</u>	<u>Paid</u>
B1607-022 7/26/2016	OTHER	405 NORTH BROADWAY 845052001	CITY OF BLYTHE CLIMATEC - SUBBED OUT TO	0.00	0.00	0.00
7/26/2016 7/26/2016	ISSUED	Permit Name PUMP & ELECTRICAL				
B1607-023 7/27/2016	OTHER	4551 HIDDEN BEACHES DRIVE 833330004	CITY OF BLYTHE CLIMATEC - SUBBED OUT TO	0.00	0.00	0.00
7/26/2016 7/26/2016	ISSUED	Permit Name PUMP REPLACEMENT AT HIDDEN BEACHES RESERVOIR				
B1606-060 7/8/2016	OTHER	524 EAST AVENUE A 845164011	PETE R SALINAS BLYTHE CONSTRUCTION COM	2,800.00	157.14	157.14
6/22/2016 7/6/2016	ISSUED	Permit Name Roof Over Equip Room @ Car Wash				
B1607-025 7/29/2016	OTHER	959 EAST AVENUE A 851064009	FERNANDO & MANUELA GUEI FERNANDOS AFFORDABLE FL	2,500.00	300.49	300.49
7/26/2016 7/29/2016	ISSUED	Permit Name PLUMBING & FLOORING				
Total for: OTHER				5,300.00	457.63	457.63

Permit No./Issued

<u>Applied/Approved</u>	<u>Type/Sub-Type/Status</u>	<u>Site Address and Parcel No.</u>	<u>Owner and Contractor</u>	<u>Valuation</u>	<u>Fees</u>	<u>Paid</u>
B1607-005 7/25/2016	PATIO	480 MONTEZUMA STREET 839063003	MELISSA CLAYTON DI-LAR INDUSTRIAL SUPPLY I	6,786.00	258.74	258.74
7/11/2016 7/21/2016	ISSUED	Permit Name PATIOS [2]				
B1606-048 7/15/2016	PATIO SOLID	1349 WEST BARNARD STREET 836154018	CARLOS & ERNESTINE ALVAR OWNER	17,984.00	860.33	860.33
6/23/2016 7/15/2016	ISSUED	Permit Name				
Total for: PATIO				24,770.00	1,119.07	1,119.07

Permit No./Issued

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

For the Period 7/1/2016 thru 7/31/2016

B1606-052 7/26/2016 6/20/2016 6/27/2016	PLUMB WATER HEATER FINALED	431 ALICE LANE 848162014 Permit Name WATER HEATER	CHARLES & ARDIS HULL CRECELIUS INC	1,061.38	26.00	26.00
B1607-029 7/29/2016 7/29/2016 7/27/2016	PLUMB WATER HEATER ISSUED	207 VILLAGE DRIVE 842163024 Permit Name WATER HEATER	JOSE & ESTHER MEJIA OWNER	200.00	26.00	26.00
B1607-003 7/26/2016 7/7/2016 7/8/2016	PLUMB BACKFLOW ISSUED	700 NORTH BROADWAY 842090009 Permit Name BACKFLOW DEVICE	CORP OF PRES BISHOP CH JESI CRECELIUS INC	1,475.00	87.00	87.00
B1606-067 7/26/2016 6/29/2016 6/29/2016	PLUMB WATER HEATER FINALED	422 EAST AVENUE B 845162008 Permit Name WATER HEATER	BOBBI JO BENNETT CRECELIUS INC	1,099.55	26.00	26.00
B1606-056 7/26/2016 6/20/2016 6/27/2016	PLUMB WATER HEATER FINALED	480 NORTH EIGHTH STREET 851022022 Permit Name WATER HEATER	CAMILA B WRICK CRECELIUS INC	951.19	26.00	26.00
B1607-002 7/7/2016 7/7/2016 7/7/2016	PLUMB WATER HEATER ISSUED	420 SOUTH FOURTH STREET 848162033 Permit Name WATER HEATER	CECILIA A SANDOVAL CAMPEINOS UNIDOS INC	1,000.00	26.00	26.00
B1606-054 7/26/2016 6/20/2016 6/27/2016	PLUMB WATER HEATER FINALED	218 VILLAGE DRIVE 842161021 Permit Name WATER HEATER	LOIS J SHAFFER CRECELIUS INC	1,041.97	26.00	26.00
B1606-025 7/26/2016 6/13/2016 6/13/2016	PLUMB WATER HEATER FINALED	1251 EAST FOURTEENTH AVE 854060021 Permit Name WATER HEATER	MONTEREY OF BLYTHE LTD P CRECELIUS INC	882.33	26.00	26.00
B1606-051 7/26/2016 6/21/2016 6/27/2016	PLUMB WATER HEATER FINALED	450 WEST BARNARD STREET 845111016 Permit Name WATER HEATER	STANDARD INS CO CRECELIUS INC	688.86	26.00	26.00
B1606-043 7/26/2016 6/16/2016 6/17/2016	PLUMB WATER HEATER FINALED	200 NORTH LOVEKIN BOULEV 845100016 Permit Name WATER HEATER	HPD RIVERSIDE CRECELIUS INC	1,029.68	26.00	26.00
B1606-033 7/26/2016 6/14/2016 6/15/2016	PLUMB WATER HEATER FINALED	161 SOUTH SECOND STREET 848062029 Permit Name WATER HEATER	ANGEL & DIANA RUBALCAVA CRECELIUS INC	421.00	26.00	26.00
B1606-027 7/26/2016 6/13/2016 6/13/2016	PLUMB WATER HEATER FINALED	400 NORTH PALM DRIVE #144 845030008 Permit Name WATER HEATER	HPD RIO COLORADO CRECELIUS INC	1,039.00	26.00	26.00
B1606-026 7/26/2016 6/13/2016 6/13/2016	PLUMB WATER HEATER FINALED	400 NORTH PALM DRIVE #143 845030008 Permit Name WATER HEATER	HPD RIO COLORADO CRECELIUS INC	1,039.00	26.00	26.00
B1606-055 7/26/2016 6/20/2016 6/27/2016	PLUMB WATER HEATER FINALED	430 NORTH LOVEKIN BOULEV 845022027 Permit Name WATER HEATER	PEGGY SUE WRIGHT CRECELIUS INC	816.37	26.00	26.00
Total for: PLUMB				12,745.33	425.00	425.00

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
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PERM133



City of Blythe
PERMITS ISSUED

For the Period 7/1/2016 thru 7/31/2016

B1606-068 7/7/2016 6/29/2016 7/16/2016	POOL ISSUED	410 NORTH NINTH STREET 851032025 Permit Name	GARY & MARLENE KRUMWIE A & R POOLS INC	20,000.00	754.16	754.16
Total for: POOL				20,000.00	754.16	754.16

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1607-006 7/12/2016 7/12/2016 7/12/2016	RERF TEAR OFF ISSUED	490 HOLLEY LANE 842024002 Permit Name TEAR OFF	JOHN & VIRGINIA ROBERTSON OWNER	2,284.00	84.75	84.75
Total for: RERF				2,284.00	84.75	84.75

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1607-008 7/20/2016 7/13/2016 7/18/2016	RES-ADD ISSUED	391 SOUTH SECOND STREET 848141010 Permit Name INTERIOR REMODEL	DARP LLC HIGUERA CONSTRUCTION	3,500.00	374.90	374.90
Total for: RES-ADD				3,500.00	374.90	374.90

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1606-057 7/6/2016 6/28/2016 7/6/2016	RES-STOR ISSUED	425 NORTH FIFTH STREET 845180020 Permit Name Storage room & Patio	PEDRO & FEBE SANCHEZ M S CONSTRUCTION	4,408.00	265.01	265.01
Total for: RES-STOR				4,408.00	265.01	265.01

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
RC1607-001 7/8/2016 7/8/2016 7/8/2016	RIVCOUNTY FINALED	34010 NEIGHBOURS BOULEVA 878210001 Permit Name ELECTRICAL	BARNES & BERGER OWNER	150.00	178.60	178.60
RC1607-003 7/20/2016 7/12/2016 7/18/2016	RIVCOUNTY FINALED	14298 SOUTH BROADWAY 869090050 Permit Name ELECTRICAL & PLUMBING	EVA A RAMOS BLYTHE CONSTRUCTION COM	500.00	400.60	400.60
RC1607-004 7/29/2016 7/14/2016 7/19/2016	RIVCOUNTY SOLAR ISSUED	11431 28TH AVENUE 875240010 Permit Name ROOF SOLAR	D & B FISHER EQUISOLAR INC	59,250.00	439.53	439.53
RC1607-005 7/25/2016 7/20/2016 7/21/2016	RIVCOUNTY ISSUED	10755 DEFRAIN BOULEVARD 821150019 Permit Name CARPORT	DANIEL & CORA TIPTON OWNER	6,091.20	231.55	231.55
RC1605-001 7/27/2016 5/4/2016 5/10/2016	RIVCOUNTY ISSUED	8445 22ND AVENUE 875110009 Permit Name [4] HAY BARNs	ULMER FARMS CRAFTSMAN RESTORATIONS	1,100,000.00	10,208.69	10,208.69

City of Blythe
PERMITS ISSUED

For the Period 7/1/2016 thru 7/31/2016

RC1607-007 7/28/2016 7/28/2016 7/28/2016	RIVCOUNTY ISSUED	7372 SIXTH AVENUE 833060020 Permit Name	JAMES & MARGARET HEATH OWNER ELECTRIC TO WELL	2,200.00	357.60	357.60
RC1607-002 7/20/2016 7/12/2016 7/18/2016	RIVCOUNTY FINALED	14296 SOUTH BROADWAY 869090050 Permit Name	EVA A RAMOS BLYTHE CONSTRUCTION COM ELECTRICAL & PLUMBING	500.00	400.60	400.60
Total for: RIVCOUNTY				1,168,691.20	12,217.17	12,217.17

Permit No./Issued Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1606-011 7/14/2016 6/9/2016 6/17/2016	SIGN ISSUED	3504 WEST HOBSONWAY 824142024 Permit Name	COVINGTON & PASSMORE ET. SIGN DEVELOPMENT INC	15,000.00	481.64	481.64
B1607-028 7/28/2016 7/28/2016 7/28/2016	SIGN ISSUED	825 WEST HOBSONWAY 836090043 Permit Name	DILIP & ANJANA PATEL REYNER SIGN & LIGHTING	4,960.00	252.01	252.01
Total for: SIGN				19,960.00	733.65	733.65

48 Permits Issued from 7/1/2016 Thru 7/31/2016

Total Valuation: \$1,419,202.43
Total Fees: \$18,535.21
Total Fees Paid: \$18,535.21

City of Blythe
Permits Applications Received
For the Period 7/1/2016 thru 7/31/2016

Permit No.	Applied	Type	Subtype	Status	Site Address/Parcel No.	Applicant/Owner/Contractor
BP1607-001	7/12/2016	BURNPERMIT		FINALED	747 NORTH SEVENTH STREET 842080005	GLENN JOHNSON GEORGIA GALE NELSON
Permit Name AG BURN						
Description:						
BP1607-002	7/13/2016	BURNPERMIT		FINALED	645 SOUTH INTAKE BOULEVARD 869170006	OWNER CHARLES A REYNOLDS
Permit Name AG BURN						
Description:						
BP1607-003	7/15/2016	BURNPERMIT		APPLIED	281 NORTH INTAKE BOULEVARD 851130003	OWNER ROGER OSBORNE
Permit Name						
Description:						
BP1607-004	7/19/2016	BURNPERMIT		FINALED	2425 FLORENCE BOULEVARD 824191010	OWNER JOHN & MARGARITA RODRIGUEZ
Permit Name						
Description:						
BP1607-005	7/20/2016	BURNPERMIT		FINALED	3480 QUAIL RUN ROAD 821170049	BLYTHE GOLF COURSE CITY OF BLYTHE
Permit Name						
Description:						
BP1607-006	7/22/2016	BURNPERMIT		FINALED	BEHIND RIVIERA DRIVE	HULL FARMS INC
Permit Name AG BURN						
Description:						

6 Permit Applications from 7/1/2016 Thru 7/31/2016

City of Blythe
Cases Opened (By Type)
For the Period 7/1/2016 thru 7/31/2016

Type of Case	Number opened
BLDG	6
COMPLAINT	4
DEBRIS	1
DUMPING	0
FIRE	1
HAZMAT	0
SHOPPING CARTS	0
SIDEWALK	0
TRASH	0
VERMIN	0
WATER	0
WEED	1
WITNESS IN FIELD	0
ZONING	5

Total Cases Opened: 18

Cases Closed in July: 15

Remaining Cases Open: 251

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

<u>Incident</u>	<u>Total</u>
Public Assist / Rescue / Medical Aid	22
Structure	3
Vehicle Fire	1
Brush, Grass, Leaves	10
Trash, Rubbish, Dumpster	5
Fire Alarms	1
Other	3
Total # of Incidents	45
<u>Activity</u>	
Drills	4
Staff Meeting	0
Total Activities	4

Respectfully Submitted

Billy Kem, Fire Chief



**Blythe Police Department
Monthly Incident and Activity Report
July 2016**

<u>Incident</u>	<u>Total</u>
Residential Burglaries	5
Commercial Burglary	6
Vehicle Burglaries	1
Domestic Violence	14
Battery	7
Grand Theft	3
Petty theft	18
Shopliftings	10
Traffic Collision- Injury	3
Traffic Collision- Non-injury	4
Traffic Collision- Hit & Run	4
Driving Under the Influence	1
Vandalisms	20
Trespassing	4
Prowlers	2
Public Intoxication	3
Alarm- Residential	28
Alarm- Commercial	20
Abandoned Vehicle Abatement	7
Vehicles Red Tagged (Street)	5
Documented Police Reports	295
 Total Incidents	 1547

Respectfully Submitted,

Jeffrey Wade
Chief of Police



CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: August 9, 2016

SUBJECT: Request for Waiver of Building Permit Fee
PRESENTED BY: Barbara Burrow, City Planner
PREPARED BY: Daniel V. Garnica, Chief Building Inspector/Fire Marshal

RECOMMENDATION:

Approve a request on behalf of the Palo Verde Valley District Library to waive building permit fees associated with the installation of a new flagpole located at the site.

FISCAL IMPACT:

Applicable building permit fees total \$ 219.08.

BACKGROUND:

Palo Verde Valley Library has contracted with a private agent to install a new flagpole at their existing facility. The material has been donated by the local American Legion group with a value of approximately \$1,600. The cost of installation labor has been represented at \$1,400. In an effort to reduce the overall cost of the new flagpole, the agent on behalf of the library has requested a waiver of the building permit fees.

STAFF REPORT:

It is the intent of the Director of the library to relocate a new flagpole within the library grounds. With the limited funding available to complete the proposed relocation of the flagpole, it has been requested to waive the fees for the building permit. The library district could be considered a quasi-public facility by city standards and therefore eligible for fee waiver consideration.

ATTACHMENTS:

1. Application for Building Permit.
2. Permit Fee Summary.
3. Site Plan depicting proposed relocation of flagpole.
4. Photo of existing flagpole.

CITY OF BLYTHE

PERMIT APPLICATION

DEVELOPMENT SERVICES DEPARTMENT

BUILDING DIVISION

235 North Broadway

Blythe, California 92225

Phone 760-922-6130 Fax 760-922-6334

DATE AND LOG NO.

RECEIVED

AUG 03 2016

CITY OF BLYTHE DIVISION

Applicant to complete numbered spaces only

- BUILDING
 *ELECTRICAL
 *PLUMBING
 *MECHANICAL
 OTHER

3	JOB SITE ADDRESS <i>125 WEST CHANSLORWA</i>		DATE <i>AUG. 5, 2016</i>	1	2
4	APN <i>842-070-030</i>	LOT		DBA:	TENANT:
	ZONE	SETBACKS: SIDE <i>40'</i> SIDE <i>150'</i> FRONT <i>25'</i> BACK <i>75'</i>			
5	PROPERTY OWNER <i>PALO VERDE VALLEY DISTRICT LIBRARY</i>		PHONE		
6	ADDRESS/ City / State / Zip				
7	CONTRACTOR		LICENSE NO.		
8	ADDRESS/ City / State / Zip		PHONE		
9	ARCHITECT / ENGINEER ADDRESS/ City / State / Zip		PHONE		
10	USE OF BUILDING <i>PUBLIC LIBRARY</i>		LICENSE NO.		
11	CLASS OF WORK: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> ADDITION <input type="checkbox"/> ALTERATION <input type="checkbox"/> MOVE <input type="checkbox"/> REMOVE <input type="checkbox"/> PATIO <input type="checkbox"/> GARAGE <input type="checkbox"/> TEN IMP				
12	DESCRIBE WORK: (if applicable) LENGTH WIDTH SQ FT <i>INSTALL 25' High FLAG POLE</i> <i>FUND DONATED BY THE AMERICAN LEGION</i> <i>REQUESTING WAIVER OF PERMIT FEES</i>				
13	CHANGE OF USE FROM/TO:		14 VALUATION OF WORK: \$ <i>3,000</i>		
15	(PRINT) CONTRACTOR OR AUTHORIZED AGENT <i>ALFONSO HERNANDEZ</i>		16 SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT <i>Alfonso Hernandez</i>		
17	(PRINT) OWNER <i>Brenda S. Lugo, Controller</i>		18 SIGNATURE OF OWNER <i>[Signature]</i>		

***OVER - If applying for an electrical, plumbing, mechanical or grading permit, please complete the reverse side. Thank you.**

OFFICE USE ONLY

MISC-0001

\$3,000.00

STATE LIC. #

OTHER

VALUATION

OTHER CONSTR. - 1

\$3,000.00

ESTIMATED COST OF CONSTRUCTION

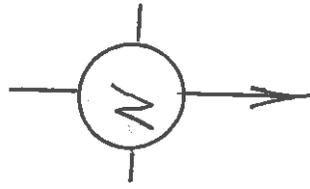
\$3,000.00

FEE SUMMARY

CBSC SB 1473	\$1.00
CONSTR. PLAN CHECK	\$54.11
CONSTRUCTION FEE	\$83.25
ELEC, MECH & PLUMB PLAN CHECK	\$12.38
ELECTRICAL	\$49.50
PLANNING DEPT MINOR PLAN CHEK	\$18.00
STRONG MOTION FEE - COMM	\$0.84

CREDIT APPLIED TO FEES:

SUB-TOTAL CONSTRUCTION FEES	\$134.59
SUB-TOTAL PLAN CHECK FEES	\$84.49
PAYMENTS RECEIVED	\$0.00
TOTAL PERMIT FEES DUE NOW	\$219.08
SUB-TOTAL CONNECTION FEES - DUE UPON FINAL	\$0.00
<u>TOTAL PROJECT PERMIT FEES</u>	<u>\$219.08</u>



← CHANSLORWAY →

SIDE WALK

CITY OF BLYTHE
DEPT. OF
BUILDING & SAFETY

RECEIVED FOR

PLAN CHECK lofi

FROM SORRY HERNANDEZ

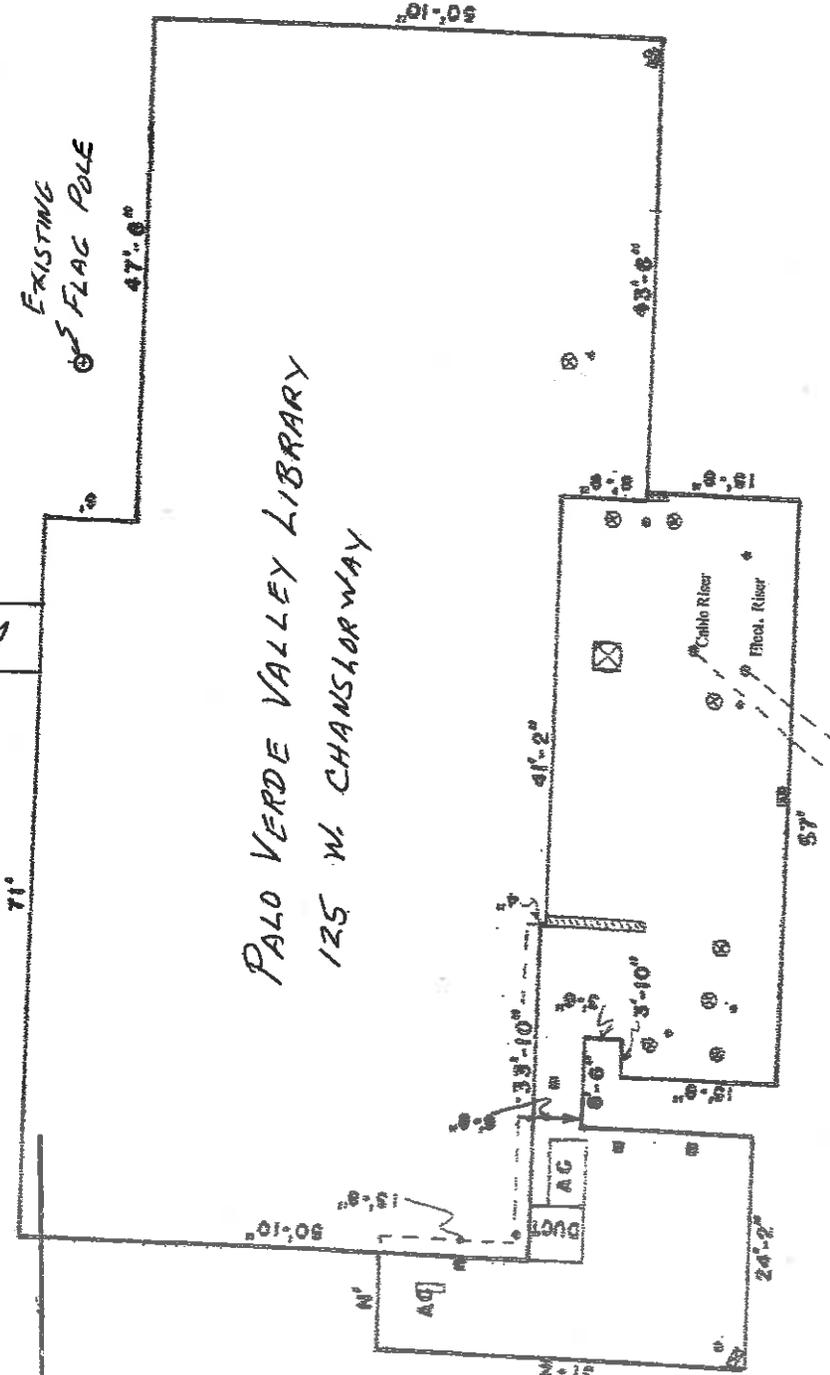
LOG NO. _____

EXISTING LIGHT

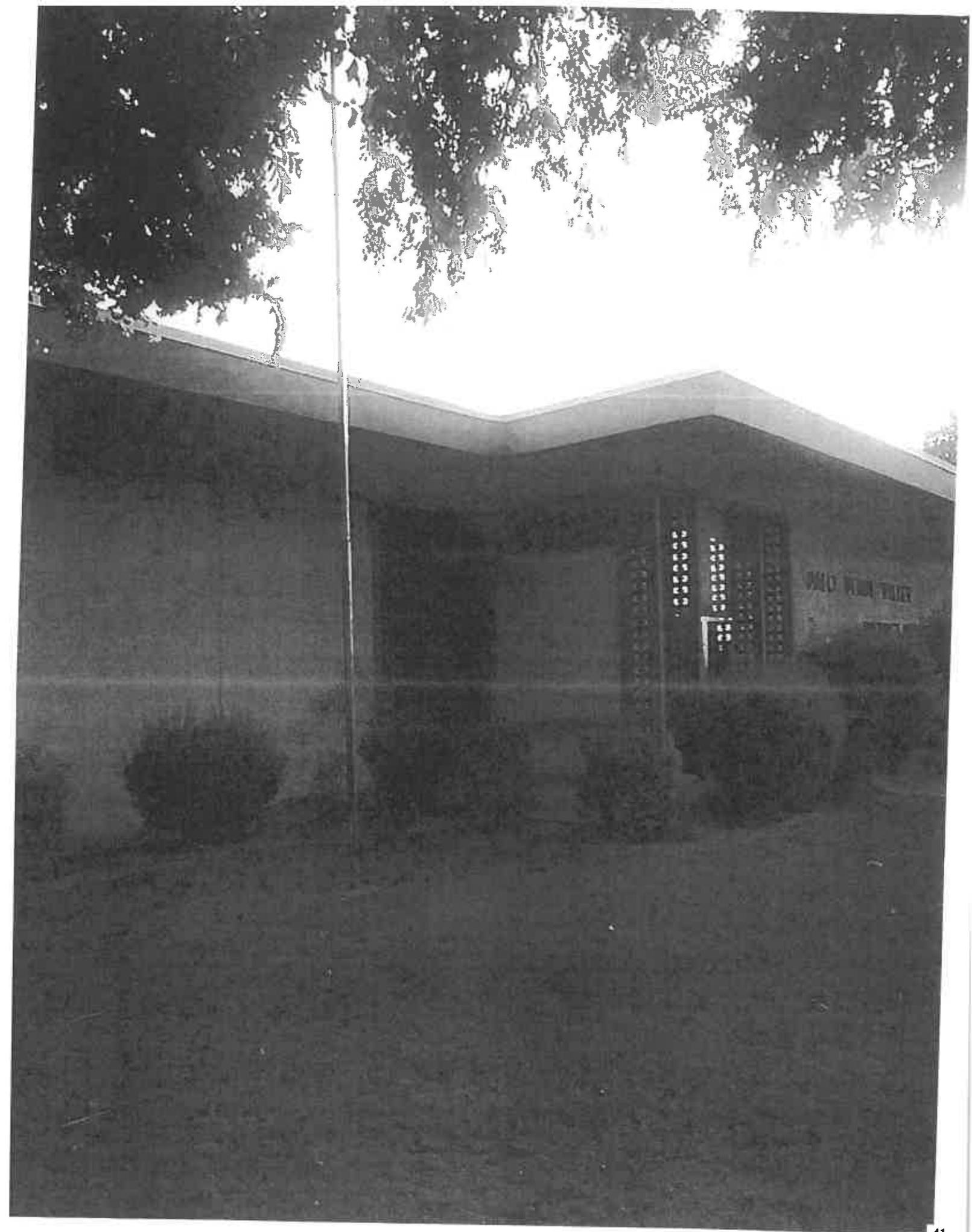
NEW FLAG POLE

EXISTING FLAG POLE

PALO VERDE VALLEY LIBRARY
125 W. CHANSLORWAY



SCALE: NONE





CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: August 09, 2016

SUBJECT: N. Broadway between Juniper Trail and 10th Avenue
PRESENTED BY: Armando Baldizzone, Public Works Director
PREPARED BY: Armando Baldizzone, Public Works Director

RECOMMENDATION: Staff recommends City Council approve the previously executed contract awarded to Amir Engineering and Surveying Inc, for the design of N. Broadway between Juniper Trail and 10th Avenue in the amount of \$41,500 within FY15/16 budget.

FISCAL IMPACT: Forty one thousand five hundred dollars (\$41,500.00) in Measure A Funds.

BACKGROUND: Staff has been working on this project since 2014. The following documents were submitted to CALTRANS for the project approval:

- Field Review Form; Vicinity Map and Map
- Roadway Data Sheet
- Preliminary Environmental Study (PES)
- Hazardous Waste Initial Site Assessment (ISA).

At the Council Meeting on January 12, 2016, staff recommended authorization from City Council to proceed with the design of N. Broadway between Juniper Trail and 10th Avenue and authorize purchase orders in an amount not to exceed \$49,000. What was not approved was entering into a contract with Amir Engineering which is the action before you this evening.

STAFF REPORT: The Public Works Department received two (2) proposals:

- (i) Amir Engineering and Surveying Inc for \$41,500; and
- (ii) The Holt Group for \$43,200.

Staff prepared and awarded the contract to Amir Engineering and Surveying Inc, and continued with the design phase in order to have all the required documents to request CALTRANS the Right of Way (ROW) Certification and the Request for Authorization (RFA) for Construction.

The project is completed; ROW certification was approved on April 29, 2016; and the City is waiting to obtain CALTRANS approval of RFA in the next month.

After the RFA approval, the City can put this project to bid.

The Federal STP Funds available for the City of Blythe are \$150,000.

The engineer's opinion of probable cost is \$413,453.70 which includes \$375,867.00 cost and 10% contingency for \$ 37,586.70.

The construction of this project is expected to start during the third quarter of FY 2016-17.

ATTACHMENTS:

1-Amir Engineering Professional Agreement.

**CITY OF BLYTHE
PROFESSIONAL SERVICES AGREEMENT
WITH
AMIR ENGINEERING AND SURVEYING Inc.**

THIS AGREEMENT is made and entered into this 3 day of May, 2016 ("Effective Date"), by and between the CITY OF BLYTHE, a municipal corporation ("City"), and AMIR ENGINEERING AND SURVEYING, a California Corporation ("Consultant").

WITNESSETH :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to design N. Braoway from Juniper Trail (S) to 10the Avenue (N), as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B," both incorporated herein by this reference.

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, 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.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Forty One Thousand Five Hundred and 00/100 Dollars (\$ 41,500.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within ten (10) days from the Effective Date of this Agreement and shall be completed on May 13, 2016. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) months, ending on May 13, 2016, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

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

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O

liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Additional insureds: "The City of Blythe and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Blythe, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Blythe shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Blythe, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "D" and incorporated herein by this reference.

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

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the

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

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

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

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

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

IF TO CONSULTANT:
AMIR ENGINEERING AND
SURVEYING INC,
160 Luring Drive, Suite A
Palm Springs, CA 92262
Tel: (760) 318-7424
Fax: (760) 318-7410
Attn: Amir Fayarзад, PE

IF TO CITY:
Department of Public Works
City of Blythe
440 S main Street
Blythe, CA 92225
Tel: (760) 922-6611
Fax: (760) 922-0278
Attn: Armando Baldizzzone, PE

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

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

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

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

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

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement

System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

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

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City

Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

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

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

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

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

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

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

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

CITY OF BLYTHE,
A municipal corporation

Mallory Sutterfield-Creelors
Mallory Sutterfield
Interim City manager

Date: 4/22/16

CONSULTANT

Amir M. Fayazrad
Signature

Date: 3/14/16

AMIR FAYAZRAD / AMIR ENGINEERING & SURVEYING INC.
Name and Title PRESIDENT

EIN: 46-3787485
Social Security or Taxpayer ID Number

ATTEST:

Mallory Sutterfield - Creelers
City Clerk
of the City of Blythe
Mallory Sutterfield

APPROVED AS TO FORM:

Baron Bettenhausen
City Attorney
Baron Bettenhausen

Date: 4/28/16

APPROVED AS TO CONTENT / DEPARTMENTAL APPROVAL:

Armando Baldizzone
Project Manager
Armando Baldizzone, PE

Date: 3/24/14

EXHIBIT A
REQUEST FOR PROPOSALS

AMIR ENGINEERING AND SURVEYING Inc.
Project: N Broadway from Juniper Tr. to 10th Avenue



CITY OF BLYTHE

DEPARTMENT OF PUBLIC WORKS
440 SOUTH MAIN STREET
BLYTHE, CALIFORNIA 92225-2717
PHONE (760) 922-6611
FAX (760) 922-0278

February 18, 2016

From: City of Blythe – Public Works Department.

To: Engineering firms providing “On Call Engineering Services to the City of Blythe”

To whom it may concern:

The City of Blythe is seeking written proposals from qualified civil engineering consultants to perform design services for the preparation of plans, specifications and estimates (PS&E) for the rehabilitation street project “N. Broadway between Juniper Trail and 10th Avenue”.

Proposals will be received until 4:00 p.m., prevailing local time, FEBRAURY 26, 2016 by mail addressed to Mr. Armando Baldizzone, Public Works Director, Department of Public Works at 440 South Main Street, Blythe CA 92225 or by e-mail at abaldizzone@cityofblythe.ca.gov. Questions concerning this project can be addressed to Mr. Armando Baldizzone, Public Works Director, Department of Public Works at 440 South Main, phone (760) 922-6611.

Funding

Funds for the construction of this project were allocated by Riverside County Transportation Commission (RCTC) for the City of Blythe under Federal STP Rehabilitation Call for Projects.

Project Description:

Pavement rehabilitation of approximately 0.56 miles (2,980 feet) on N. Broadway from Juniper Street to 10th Avenue in the City of Blythe.

The scope of work for the overlay process include, grind and removal of asphalt concrete, remove and replace road segments where alligator cracking had extremely high severity, install 2-inch thick compacted overlay conventional AC for the full width of the road (25 feet) including tack coat, adjust manholes and water valves, slurry sealer and temporary and permanent striping.

The purpose of this project is to rehabilitate distressed and severely cracked pavement. All work will be performed within the City’s right of way.

PS&E Budget

The total budget requested for the project including geotechnical engineering is \$49,000 including a dedicated amount of \$5,800 for Geotechnical Technical Engineering Services.

The estimate for this rehabilitation (cost of construction) \$349,000.00

Armando Baldizzone, PE
Public Works Director

Mallory Sutterfield, City Clerk

**EXHIBIT B
CONSULTANT'S PROPOSAL**

AMIR ENGINEERING & SURVEYING INC.
CIVIL ENGINEERS • LAND PLANNERS • SURVEYORS

February 26, 2016

City of Blythe - Department of Public Works
Mr. Armando Baldizzone
440 South Main Street
Blythe, CA. 92225

RE: Broadway between Juniper Trail and 10th Avenue
Blythe CA. 92225

Dear Mr. Baldizzone,

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

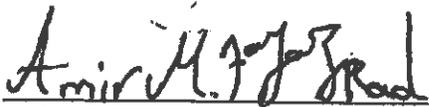
1. Preliminary street design
2. Cross-sections
3. Bench marks
4. Horizontal & vertical controls
5. Final street improvement design
6. Final submittal of street improvement plan and specifications

Our fee for these services is \$ 41,500.00

Examples of services not included are geotechnical / soil engineering and other services not specifically included above.

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

Sincerely,



Amir Fayazrad, P.E.

Approved by Client

Signature

Print Name

Date

EXHIBIT C
FEE SCHEDULE



CITY OF BLYTHE

DEPARTMENT OF PUBLIC WORKS

440 SOUTH MAIN STREET

BLYTHE, CALIFORNIA 92225-2717

PHONE (760) 922-6611

FAX (760) 922-0278

FEE SCHEDULE

N. Broadway between Juniper Trail and 10th Avenue.

Task	Fee
Initial Retainer - 20% of project cost payment	\$ 8,300.00
Preliminary Design 60% project completion submittal - 40% of project cost payment.	\$16,600.00
Final Design 100% project completion submittal and specifications - 30% of project cost payment.	\$12,450.00
Final Submittal signed documents and specifications-- Final 10% of project cost payment.	\$ 4,150.00
TOTAL	\$41,500.00

EXHIBIT D
CERTIFICATES OF INSURANCE

AMIR ENGINEERING AND SURVEYING Inc.
Project: N Broadway from Juniper Tr. to 10th Avenue

Financial Indemnity Company
Administrative Offices Located At:
8360 LBJ Freeway, Suite 400
Dallas, TX 75243

Financial Indemnity Company
A part of **Kemper Specialty**

Mail Correspondence To:
PO BOX 223687
Dallas, TX 75222-3687

California Commercial Vehicle Policy Renewal Declaration Page

Summary

Named Insured(s)

AMIR ENGINEERING & SURVEYING I
160 N LURING DR STE A
PALM SPRINGS CA 92262-6840

Your Agent/Broker

DEAN MOFIDI INSURANCE SVCS
4633 E RAMON RD
PALM SPRINGS CA 92264
760-318-4099

Policy Number

CCFICR9695924-01

Renewal of Policy Number

CCFICR3695924-00

Policy Period

From 09/11/2015 to 09/11/2016 12:01 a.m. standard time
at the address of the named insured as stated herein.

Policy, Endorsements, and Amendments Attached to Policy

ABRTS (07/13) Auto Body Repair Consumer Bill Of Rights
CA-650 (04/12) Policy Amendatory Endorsement
CA-651 (04/12) Employer's Non-Ownership Liability
CA-9 (04/12) Amendatory Endorsement - Termination Provision
CA-999 (04/12) Policy Amendatory Endorsement
U-62 (01/87) Deletion of Uninsured Motorist Bodily Injury Coverage from Policy
U-652 (12/03) Hired Car Coverage
U-672 (04/12) California Commercial Auto Policy
U-784 (07/03) Exclusion of Certified Act of Terrorism

Total Premium and Fees

Premium for all Vehicles (See Total Coverage Premium)	\$868.00
Policy Fee	\$35.00
Vehicle Assessment Fee	\$1.75
Additional Endorsements (Coverage not shown in the Coverage Premium Schedule)	\$271.00

Discount(s)/Surcharge(s) Applied To This Policy

Paid In Full 12 Month Term

Total for this Policy Term

\$1,175.75

In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in your policy documents.

Declarations Print Date: 08/11/2015

****Important:**

The Limits shown in this Declaration for Part I - Liability Coverage, Part III - Uninsured Motorist and Underinsured Motorist Coverage, may be subject to reduction to the Minimum Financial Responsibility Limits specified by your state of \$15,000 per person, \$30,000 per accident and \$ 5,000 for property damage for any losses involving a user of any vehicle, which qualifies as an insured vehicle in this Declaration and in other provisions of your policy, who is not listed on this Declaration as a driver.

Policy Number: CCFICR3695924-01

Your Agent/Broker:

DEAN MOFIDI INSURANCE SVCS

Policy Effective Date: 09/11/2015

760-318-4099

Coverage is only provided where a limit of liability and a premium are shown for the coverage.

Coverage	Limits	Premium
Part I - Liability Coverage**		
Combined Single Limit (LIAB)	\$1,000,000 Each Accident	\$868
Part II - Medical Payments/Personal Injury Protection		
Medical Payments (MED)	No Coverage Each Person	
Part III - Uninsured/Underinsured Motorist Coverage**		
Bodily Injury (UMBI)	No Coverage Each Person	
	No Coverage Each Accident	
ADDITIONAL COVERAGE(S)		
Employee Non Owner (ENO)	Up to the Liab limits per endorsement	\$185
Hired Car (HC)	Up to the Liab limits per endorsement	\$86
Total Coverage Premium		\$1,139

****Important:**

The Limits shown in this Declaration for **Part I - Liability Coverage, Part III - Uninsured Motorist and Underinsured Motorist Coverage**, may be subject to reduction to the **Minimum Financial Responsibility Limits** specified by your state of \$15,000 per person, \$30,000 per accident and \$ 5,000 for property damage for any losses involving a user of any vehicle, which qualifies as an insured vehicle in this Declaration and in other provisions of your policy, who is not listed on this Declaration as a driver.

LEGEND:	• INC - Included	• EXCL - Excluded	• NCV - No Coverage	• NA - Not Applicable	• ACV - Actual Cash Value
	• Y - Yes	• N - No	• DED - Deductible	• SCHD - Schedule	• NP - Named Perils

Policy Number: CCFICR3695924-01
 Policy Effective Date: 09/11/2015

Your Agent/Broker: DEAN MOFIDI INSURANCE SVCS
 760-318-4099

Coverage is only provided where a limit of liability and a premium are shown for the coverage.

SCHEDULE OF VEHICLES COVERED

Veh Num	Garage Zip	Gar Terr	Radius Max	Lien/ Loss Payee	Vehicle Description	VIN	Vehicle Assessment \$	(DEDUCTIBLES)		
								OTC/NP \$	COL \$	UMPD \$
3524	92262	NA	50	N	2000 FORD F-150	1FTRX18L6YNA03524	NCV	NCV	NCV	NCV

COVERAGE PREMIUMS

Coverage is provided only for those vehicles where a premium amount is shown for the coverage.

Veh Num	LIAB \$	UMPD LIMIT \$	TOTAL PREM \$
3524	868	NCV	868

LISTED DRIVER(S)

DRIVER	DRIVER LICENSE NO.	DATE OF BIRTH	FINANCIAL	DRIVER	VIOLATION/ ACCIDENT
			RESPONSIBILITY FILING	STATUS	POINTS
OSCAR CABRERA	B8286029	07/17/1976	N	INSURED	0
AMIR FAYAZRAD	C3907531	06/14/1956	N	INSURED	1
SILVER AGRESOR	D5395438	02/23/1987	N	INSURED	0

LEGEND: • INC - Included • EXCL - Excluded • NCV - No Coverage • NA - Not Applicable • ACV - Actual Cash Value
 • Y - Yes • N - No • DED - Deductible • SCHD - Schedule • NP - Named Perils



HOME OFFICE	SAN FRANCISCO	ANNUAL RATING ENDORSEMENT
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IT IS AGREED THAT THE CLASSIFICATIONS AND RATES PER \$100 OF REMUNERATION APPEARING IN THE CONTINUOUS POLICY ISSUED TO THIS EMPLOYER ARE AMENDED AS SHOWN BELOW.

HERE ARE YOUR NEW RATES FOR THE PERIOD INDICATED. IF YOUR NAME OR ADDRESS SHOULD BE CORRECTED OR IF INSURANCE IS NOT NEEDED FOR NEXT YEAR, PLEASE TELL US.

IMPORTANT THIS IS NOT A BILL
SEND NO MONEY UNLESS STATEMENT IS ENCLOSED

CONTINUOUS POLICY 1615329-16

THE RATING PERIOD BEGINS AND ENDS AT 12:01AM PACIFIC STANDARD TIME

RATING PERIOD 3-01-16 TO 3-01-17

AMIR ENGINEERING & SURVEYING
160 N LURING DR STE A
PALM SPRINGS, CALIF 92262

DEPOSIT PREMIUM	\$390.00
MINIMUM PREMIUM	\$390.00
PREMIUM ADJUSTMENT PERIOD	ANNUALLY
	R NA

NAME OF EMPLOYER- PAYAZRAD, AMIR
(AN INDIVIDUAL EMPLOYER AND NOT JOINTLY WITH ANY OTHER EMPLOYER)

CODE NO. PRINCIPAL WORK AND RATES EFFECTIVE FROM 03-01-16 TO 03-01-17

		PREMIUM BASIS	BASE RATE	INTERIM BILLING RATE*
8601-1	ENGINEERS--CONSULTING--MECHANICAL, CIVIL, ELECTRICAL AND MINING ENGINEERS AND ARCHITECTS	9609	1.01	1.13

*****BUREAU NOTE INFORMATION*****

FEIN 445700876

TOTAL ESTIMATED ANNUAL PREMIUM \$390



HOME OFFICE	SAN FRANCISCO	ANNUAL RATING ENDORSEMENT
IT IS AGREED THAT THE CLASSIFICATIONS AND RATES PER \$100 OF REMUNERATION APPEARING IN THE CONTINUOUS POLICY ISSUED TO THIS EMPLOYER ARE AMENDED AS SHOWN BELOW.		

HERE ARE YOUR NEW RATES FOR THE PERIOD INDICATED. IF YOUR NAME OR ADDRESS SHOULD BE CORRECTED OR IF INSURANCE IS NOT NEEDED FOR NEXT YEAR, PLEASE TELL US.

IMPORTANT THIS IS NOT A BILL
 SEND NO MONEY UNLESS STATEMENT IS ENCLOSED
 THE RATING PERIOD BEGINS AND ENDS AT 12:01AM
 PACIFIC STANDARD TIME

CONTINUOUS POLICY 1615329-16

RATING PERIOD 3-01-16 TO 3-01-17

* INTERIM BILLING RATES WILL BE USED ON PAYROLL REPORTS. THEY TAKE INTO ACCOUNT RATING PLAN CREDITS (OR DEBITS) WHICH WILL APPLY AT FINAL BILLING AND AN ESTIMATE OF YOUR PREMIUM DISCOUNT AS DETAILED BELOW.

RATING PLAN CREDITS (DEBITS) EFFECTIVE FROM 03-01-16 TO 03-01-17

RATING PLAN MODIFIER	1.12200
ESTIMATED PREMIUM DISCOUNT MODIFIER	<u>1.00000</u>
COMPOSITE FACTOR APPLIED TO BASE RATES TO DERIVE INTERIM BILLING RATES	1.12200

 *
 * PREMIUM DISCOUNT SCHEDULE EFFECTIVE FROM 03-01-16 TO 03-01-17 *
 * ESTIMATED MODIFIED PREMIUM IS DISCOUNTED ACCORDING TO THE FOLLOWING SCHEDULE: *
 * FIRST ABOVE *
 * \$5,000 \$5,000 *
 * 0.0% 11.3% *
 *

THE ESTIMATED PREMIUM DISCOUNT IS BASED ON AN ESTIMATE OF YOUR PAYROLL. ACTUAL PREMIUM DISCOUNT APPLIED AT FINAL BILLING WILL BE BASED ON THE ACTUAL PAYROLL REPORTED ON YOUR POLICY AND SUBJECT TO AUDIT.



HOME OFFICE	SAN FRANCISCO	ANNUAL RATING ENDORSEMENT
IT IS AGREED THAT THE CLASSIFICATIONS AND RATES PER \$100 OF REMUNERATION APPEARING IN THE CONTINUOUS POLICY ISSUED TO THIS EMPLOYER ARE AMENDED AS SHOWN BELOW.		

CONTINUOUS POLICY 1615329-16

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR LOCAL STATE FUND OFFICE BELOW:

CSC - POLICY AT VACAVILLE
 1020 VAQUERO CIRCLE
 VACAVILLE, CA 95688
 (877) 405-4545

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions agreements or limitations of the Policy other than as herein stated.

When countersigned by a duly authorized officer or representative of the State Compensation Insurance Fund, these declarations shall be valid and form part of the Policy.

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO JANUARY 28, 2016 POLICY L PAGE 3 OF 3



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
1/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AGAPE BROKERS INSURANCE AGENCY 3750 E FLORIDA AVE. STE D HEMET, CA 92544 LICENSE #: OF69701		CONTACT NAME: PHONE (A/C No. Ext): 951-929-7605 FAX (A/C No.): 951-929-7607 E-MAIL ADDRESS: sheri@agapebrokers.com	
INSURED AMIR'S ENGINEERING 160 LURING DRIVE #A PALM SPRINGS, CA 92262		INSURER(S) AFFORDING COVERAGE	
		INSURER A: MESA UNDERWRITERS SPECIALTY INS CO	NAID#
		INSURER B: TRAVELERS CASUALTY & SURETY	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INER A/ZL	TYPE OF INSURANCE	MODEL (MSD)	START (M/D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	MP0004016001539	10/14/15	10/14/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY/AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE QED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (mandatory in 18) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PROFESSIONAL LIAB.			106181740A	10/13/14	10/13/15	\$1,000,000 AGGREGATE \$ 0 DEDUCTIBLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE IS PROOF OF COVERAGE

CERTIFICATE HOLDER AMIR FAYAZARAD	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AGAPE BROKERS - INSURANCE AGENCY <i>Sheryl Wigal</i>
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**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: August 9, 2016

SUBJECT: 6TH Avenue Pavement Rehabilitation
PRESENTED BY: Armando Baldizzone, Public Works Director
PREPARED BY: Armando Baldizzone, Public Works Director

RECOMMENDATION: Staff recommends City Council authorize a purchase order to Riverside County Transportation Department in the amount of \$182,000.00 for the pavement rehabilitation of 6th Avenue from Olive Lake Blvd. to Colorado River Road, and amend the FY 2016/17 budget allocating Measure A funds to this project.

FISCAL IMPACT: One hundred eighty two thousands and 00/100 dollars (\$182,000.00) in Measure A Funds.

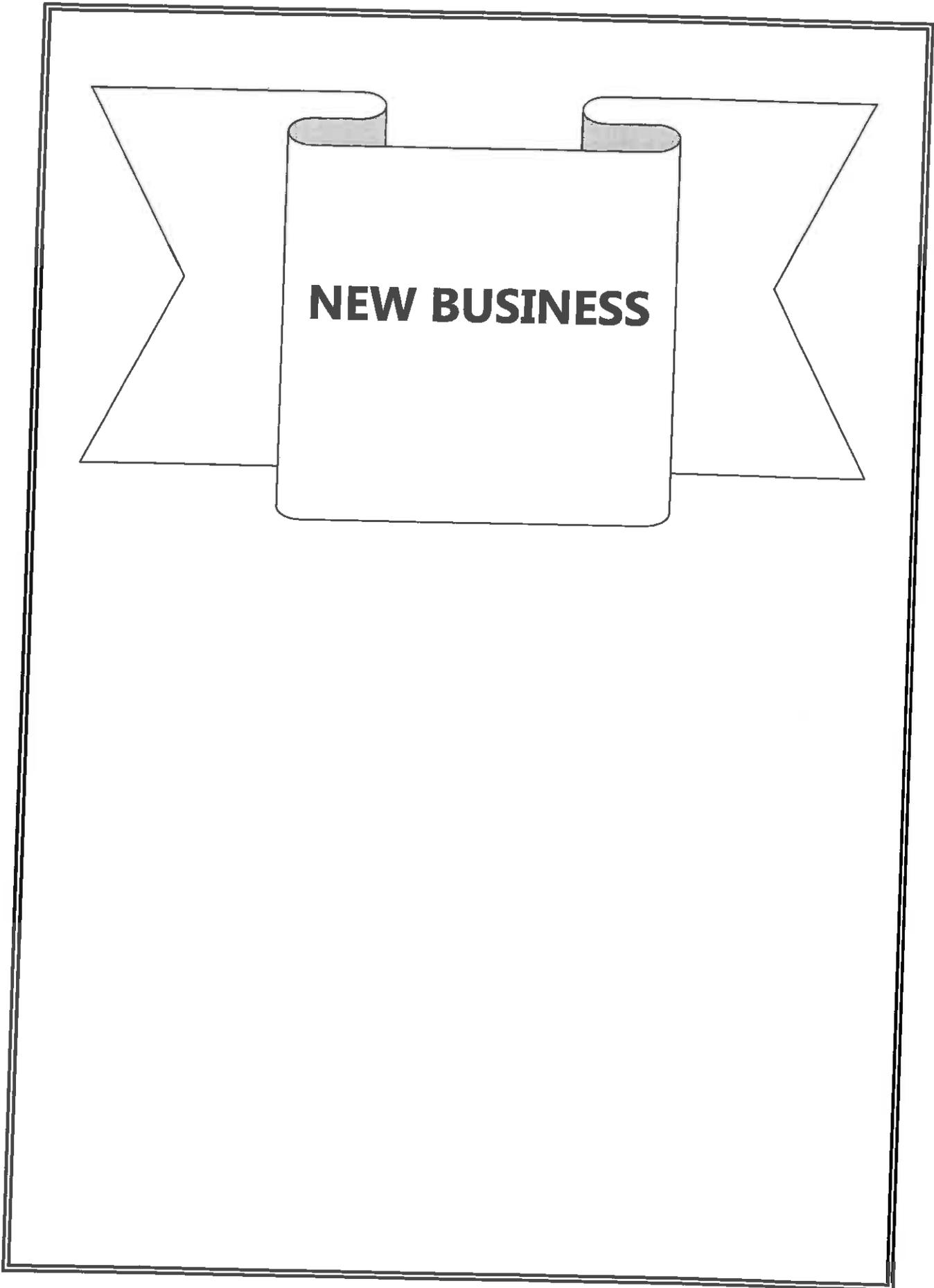
BACKGROUND: At the January 12, 2016 Council Meeting Council authorized staff to proceed with a purchase order to Riverside County Transportation Department in the amount of \$182,000.00 for the pavement rehabilitation of 6th Avenue from Olive Lake Blvd. to Colorado River Road, and allow budget adjustments to include the construction of this project within FY 2015/16. This project was postponed and will not be constructed in FY 16/17.

STAFF REPORT: Riverside County Transportation Department District 20 (Blythe) proposed to overlay pavement on 6th Avenue from Olive Lake Blvd. to Colorado River Road within FY 2015/16. It is common practice for the City to share in the cost of these types of road improvements along the City limits with Riverside County Transportation Department. The estimated cost for the City is \$182,000.00.

During the first week of August of 2016 City staff received the request for funds and confirmation that Riverside County Transportation Department re-schedule construction of the project to FY 16/17.

The previously approved funds were not expended in FY 15/16, therefore Measure A funds for this project are available.

ATTACHMENTS: None



NEW BUSINESS



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: August 9, 2016

SUBJECT: Mayor's Attendance at MWD's Board Meeting

PRESENTED BY: Mayor Joseph DeConinck

PREPARED BY: Mallory Crecelius, City Clerk

RECOMMENDATION: Receive and file the Mayor's report.

FISCAL IMPACT: None

BACKGROUND: On July 12, 2016 the Mayor and Butch Hull, Executive Director of the Community Improvement Fund attended the Metropolitan Water District Board of Directors Meeting.

STAFF REPORT: During the Board of Directors Meeting Mayor DeConinck made public comment on behalf of the City of Blythe. He would like to show a video of the public comment given and share with Council what transpired during his trip to MWD.

ATTACHMENTS: None



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: August 9, 2016

SUBJECT: E. Barnard Street Rehabilitation Project – Change Orders
PRESENTED BY: Armando Baldizzone, Public Works Director
PREPARED BY: Armando Baldizzone, Public Works Director

RECOMMENDATION: Staff recommends Council approve Change Orders No. 1 and No. 2, for an increase in the scope of work at the East Barnard Street Rehabilitation Project for a total amount of \$30,982.96. The project was completed within the FY 15/16 budget.

FISCAL IMPACT: Thirty thousand nine hundred eighty two and 96/100 dollars. (\$30,982.96) in Measure A funds.

BACKGROUND: At the Council Meeting of November 10, 2015 staff recommended City Council authorize the City Manager or her designee to approved change orders during construction not to exceed \$10,000.00 dollars.

STAFF REPORT: The E. Barnard Street Rehabilitation Project was completed in June 2016 and had two change orders due to an increase in the scope of work.

Change order No. 1 for a total of \$12,007.46 included: the adjustment of an existing drain at the corner of Acacia Avenue and Barnard; removal and reconstruction of 126 linear feet of curb and gutter and 326 square feet of sidewalk. This increase in the scope of work was approved by the Public Works Director during construction.

Change Order No. 2 for a total of \$18,975.50 included extending the project 40 linear feet to the north of the intersection on 3rd Street to transition from the existing street to the new intersection with an appropriate design. This increase in the scope of work was approved by the Public Works Director.

The original contract amount was \$777,777.00. The total amount of \$30,982.96 for these change orders represents 4% of the contract amount, less than the industry standard range between 5 and 10 percent. The revised contract amount was \$808,759.96.

The two change orders were submitted and approved at completion of the project on June 17, 2016. These two change orders exceeded the amount authorized by Council on November 10, 2015.

ATTACHMENTS:

1. Change Order No. 1
2. Change Order No. 2

**E BARNARD STREET REHABILITATION PROJECT
FROM 2ND STREET TO BIRCH STREET.
CHANGE ORDER NO. 1**

Date: **May 18, 2016**
 Contract Change Order No.: **1**
 Project Name: **E BARNARD STREET REHAB PROJECT
From 2ND ST to BIRCH ST**
 Contractor: **GRANITE CONSTRUCTION**
 Owner: **CITY OF BLYTHE**

Orig. Contract Amt:	<u>777,777.00</u>	Days:	<u>60</u>
Prev. Apprvd. Changes:	<u>-</u>	Days:	<u>0</u>
This Change:	<u>12,007.46</u>	Days:	<u>0</u>
Revised Contract Amt:	<u>789,784.46</u>	Days:	<u>60</u>

Reference: **Additional Concrete in sidewalks and drainage**

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order Items for a lump sum price agreed upon herein between the Contractor and The City of Blythe otherwise referred to as Owner.

Description of Changes	Increase in Contract Amount (\$)	(Decrease) in Contract Amount (\$)	Contract Time Extension (days)
PER ATTACHED EXHIBIT	\$ 12,007.46		0
Totals			
Net change in contract amount	\$ 12,007.46	\$ -	

The amount of the contract will be increased/decreased by the sum of \$ 12,007.46 Contract time shall be extended by 0 calendar days. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the City.

Recommended: _____ /City Engineer
 (signature)
 Accepted: _____ /Contractor
 (signature)
 Approved: _____ /City
 (signature)

Date: 3/18/2016
 Date: 4/14/16
 Date: 6/17/16

Contract No:

Date Performed: 02.02.2016

Inspector: Kevin Nelson

Description of Work: Lower Drain Box

Comments:

CCO No:

Work Performed By: Granite Construction

Granite Job No: 583536

Cost Code:

Report No: 001

DEPARTMENT OF PUBLIC WORKS

APPROVED:

DATE: 3/1/16

EQUIPMENT CHARGES:

Equip ID	Equip Class	Equip Type	Equip Make	Equip Code	Reg Hours	Rate	O/T Hours	O/T Factor	Notes	CITY OF BLYTHE Amount
06.12793	TRUCK	T&TT	FORD	06.12	4	26.95				107.80
Subtotal Equipment \$										107.80

Armando Baldizzone, P.E.
PUBLIC WORKS DIRECTOR

WORK PERFORMED BY SUBCONTRACTOR:

Sub Name:	Invoice No.	Invoice Date	Invoice Description	Units	Unit Cost	Notes	Amount
Total Material \$							

LABOR CHARGES:

Last Name	First Initial	Pay Type	Hours	Hrly Rate	Fringe Burden (Actual)	Tax Burden (Actual)	Amount
CAZARES	J	REGULAR	4	34.04	76.36	56.97	269.49
RAMIREZ	A	REGULAR	4	36.14	76.36	56.97	277.89
Subtotal Labor \$							547.38

Net Cost Total \$ 655.18

Overhead and Profit Markup (15%) \$ 98.28

Subcontract Cost

Report Total \$ 753.46

GRANITE™

Barnard St - Extra Work

Curb & Gutter 126 Lf over bid quantity

Bid Items

3 Remove Curb & gutter	126 LF	15.00 =	1890.00
9 Curb & gutter	126 LF	40.00 =	5040.00

Sidewalk 376 SF over bid quantity

4 Remove Sidewalk	376 SF	2.50 =	940.00
8 Sidewalk	376 SF	8.00 =	3008.00
		9.00	3,384
			\$ 10,878.00
			<u>\$ 11,254</u>

Total extra

CITY OF BLYTHE
DEPARTMENT OF PUBLIC WORKS
APPROVED: _____
DATE: 3/8/16.

Armando Baldizzone, P.E.
PUBLIC WORKS DIRECTOR
CITY OF BLYTHE

E BARNARD STREET REHABILITATION PROJECT FROM 2ND STREET TO BIRCH STREET. CHANGE ORDER NO. 2

Date: **June 15, 2016**
 Contract Change Order No.: **2**
 Project Name: **E BARNARD STREET REHAB PROJECT**
From 2ND ST to BIRCH ST
 Contractor: **GRANITE CONSTRUCTION**
 Owner: **CITY OF BLYTHE**

Orig. Contract Amt:	<u>777,777.00</u>	Days:	<u>80</u>
Prev. Apprvd. Changes:	<u>12,007.46</u>	Days:	<u>0</u>
This Change:	<u>18,975.50</u>	Days:	<u>0</u>
Revised Contract Amt:	<u>808,759.96</u>	Days:	<u>60</u>

Reference: **Extra Work at 3RD Street**

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order Items for a lump sum price agreed upon herein between the Contractor and The City of Blythe otherwise referred to as Owner.

Description of Changes	Increase in Contract Amount (\$)	(Decrease) in Contract Amount (\$)	Contract Time Extension (days)
PER ATTACHED EXHIBIT	\$ 18,975.50		0
Totals			
Net change in contract amount	\$ 18,975.50	\$ -	

The amount of the contract will be increased/decreased by the sum of \$ 18,975.50 Contract time shall be extended by 0 calendar days. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the City.

Recommended: _____ /City Engineer

Date: 6/15/2016

Accepted: _____ /Contractor

Date: 6/16/16

Approved: _____ /City

Date: 6/17/16

**E BARNARD STREET REHABILITATION PROJECT
FROM 2ND STREET TO BIRCH STREET.
CHANGE ORDER NO. 2**

Date: **June 15, 2016**
 Contract Change Order No.: **2**
 Project Name: **E BARNARD STREET REHAB PROJECT**
From 2ND ST to BIRCH ST
 Contractor: **GRANITE CONSTRUCTION**
 Owner: **CITY OF BLYTHE**

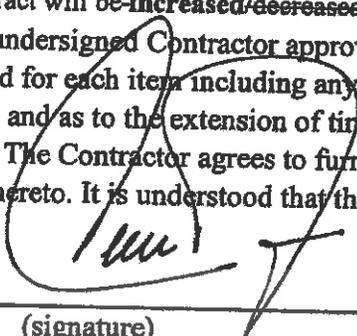
Orig. Contract Amt:	<u>777,777.00</u>	Days:	<u>60</u>
Prev. Apprvd. Changes:	<u>12,007.46</u>	Days:	<u>0</u>
This Change:	<u>18,975.50</u>	Days:	<u>0</u>
Revised Contract Amt:	<u>808,759.96</u>	Days:	<u>60</u>

Reference: Extra Work at 3RD Street

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order Items for a lump sum price agreed upon herein between the Contractor and The City of Blythe otherwise referred to as Owner.

Description of Changes	Increase in Contract Amount (\$)	(Decrease) in Contract Amount (\$)	Contract Time Extension (days)
PER ATTACHED EXHIBIT	\$ 18,975.50		0
Totals			
Net change in contract amount	\$ 18,975.50	\$ -	

The amount of the contract will be ~~increased/decreased~~ by the sum of \$ 18,975.50 Contract time shall be extended by 0 calendar days. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the City.

Recommended: _____ /City Engineer Date: 6/15/2016
 (signature) 

Accepted: _____ /Contractor Date: _____
 (signature)

Approved: _____ /City Date: _____
 (signature)



CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: August 9, 2016

SUBJECT: Traffic Signals Rehabilitation Project
PRESENTED BY: Armando Baldizzone, Public Works Director
PREPARED BY: Armando Baldizzone, Public Works Director

RECOMMENDATION: Staff recommends City Council to authorize purchase order in the amount of \$42,297.15 towards the update of the City Traffic Signal System with Econolite Group Inc. within FY15/16.

FISCAL IMPACT: Measure A Funds; Capital Projects; Traffic Signal Project Rehabilitation Forty two thousand two hundred ninety seven and 15/100 dollars (\$42,297.15).

BACKGROUND: During recent months the Department of Public Works have received several complaints regarding traffic signals. The last upgrade was performed in FY 2005-06 and the system was last serviced in January 2013. The existing equipment was obsolete, it was discontinued from the market and maintenance services were no longer available.

STAFF REPORT: During the month of April of 2016, staff worked on the traffic signals and requested support from Econolite which is the sole source, manufacturing and supplying equipment for the transportation management system installed in the City. They also provided maintenance services until January 2013.

A survey was performed at six intersection and found the system with several problems from obsolete controllers, back up batteries failing, switches not in use, loops detectors and video cameras duplicating information causing the control monitoring unit (CMU) of the intersection to fail, missing and not working cameras, pedestrian heads not in compliance with the California Manual on Uniform Traffic Control Devices and other minor maintenance issues.

After careful evaluation of these issues, staff updated the system to the minimum requirements of compliance which included replacement of the controllers, CMU, air filters on all intersections and the installation of a new camera system at Lovekin and Hobsonway.

The total cost of this proposal was \$42,297.15 (\$39,164.00 plus tax). Funds for these improvements were budgeted in FY 2015/16 under Measure A, Capital Projects, Traffic Signal Rehabilitation.

The Department of Public Works has one employee from the Street Department in training to become a Traffic Signal Technician. Having a licensed technician will allow the City to perform maintenance of the traffic signal system in house, and will cancel the expenses incurred in outsourcing maintenance contract cost.

ATTACHMENTS:

- 1- Traffic Signal Survey
- 2- Econolite Proposal



01/15/2016 11:00 AM

Blythe Site Survey

4-26-16

Stan Garren

Broadway @ Chandler Way

Clary BBS Batteries serviced/ installed 1-18-13.

Solo Pro Video Detection system 3 Cameras working, 1 Camera not installed Phase on recall
Gdi 900ds not connected or in use.

Load Switch has weak led outputs on Face Recommend replacing to add in trouble shooting in the future
ASC3 Rack Mount to be replaced with Cobalt RM

Seventh @ Hobson

Clary BBS Batteries serviced/ installed 1-18-13.

Add hasp with lock on Generator Circuit Breaker Box.

Paint is needed throughout intersection. Recommend painting all heads black.

Ped head needs replaced.

ASC2 with ABCD/ 170 Jumper Cable To be replaced with Cobalt

Gdi 900ds not connected or in use

Broadway @ Hobson

Clary BBS Batteries serviced/ installed 1-18-13.

Gdi 900ds not connected or in use

10' 8" head miss aligned

Clean locks sticking bad.

ASC2 with ABCD/170 jumper.

Loop Detectors and Cards need to be tested and possibly Replace the detector card.

Hobson @ Lovekin

Clary BBS Batteries serviced/ installed 1-18-13.

Gdi 900ds not connected or in use

ASC2 with ABCD/170 jumper.

Detector Cards and Video Both Connected causing double inputs to the controller affecting operation
and causing intersection to max out and or false call. Removed Loop Detector cards so video can process
detection.

South East Ped head out.

Intersection needs painted.

Power supply for Solo Pro is buzzing. Suggest replacing with power supply from Broadway and Chandler
after completing Encore upgrade.

Chanslorway @ Lovekin

Clary BBS Batteries serviced/ installed 1-18-13.

Gdi 900ds not connected or in use

ASC2 with ABCD/170 jumper.

Ped head on NW corner out

This signal needs a lot of basic Maintenance and Paint.

Would consider this as a complete signal Upgrade in the future.

Ped head nwest out up date sigl

Hobsonway and Main

Clary BBS Batteries serviced/ installed 1-18-13.

Gdi 900ds not connected or in use

ASC2 with ABCD/170 jumper.

Signal heads alignment needs to be addressed.

Some of the other areas that should be addressed throughout the city are the LEDs. In many locations there are LEDs that are starting to fail. A lot of bare metal is visible on the signals that can create glare making the signal difficult to see and a few back plates are missing or damaged. I would also consider updating all CMUs in the city then establish a testing plan for the future. As for the batteries that support the Clary BBS it is recommended that they be tested on annual basis and that they be replace on a five year schedule. I would also consider the replacement and upgrade of Ped heads to Countdown units below is CAMUTCD requirements. Standard Man/Hands are still acceptable.

CA MUTCD 2012

Section 4E.07 Countdown Pedestrian Signals

Standard:

01 All pedestrian signal heads used at crosswalks where the pedestrian change interval is more than 7 seconds shall include a pedestrian change interval countdown display in order to inform pedestrians of the number of seconds remaining in the pedestrian change interval.

Option:

02 Pedestrian signal heads used at crosswalks where the pedestrian change interval is 7 seconds or less may include a pedestrian change interval countdown display in order to inform pedestrians of the number of seconds remaining in the pedestrian change interval.

Standard:

03 Where countdown pedestrian signals are used, the countdown shall always be displayed simultaneously with the flashing UPRAISED HAND (symbolizing DONT WALK) signal indication displayed for that crosswalk.

04 Countdown pedestrian signals shall consist of Portland orange numbers that are at least 6 inches in height on a black opaque background. The countdown pedestrian signal shall be located immediately adjacent to the associated UPRAISED HAND (symbolizing DONT WALK) pedestrian signal head indication (see Figure 4E-1).

05 The display of the number of remaining seconds shall begin only at the beginning of the pedestrian change interval (flashing UPRAISED HAND). After the countdown displays zero, the display shall remain dark until the beginning of the next countdown.

06 The countdown pedestrian signal shall display the number of seconds remaining until the termination of the pedestrian change interval (flashing UPRAISED HAND). Countdown displays shall not be used during the walk interval or during the red clearance interval of a concurrent vehicular phase.



The Solution Team

Quote

Date: May 04, 2016

To: Blythe, CA; City of 440 South Main Street Blythe, CA 92225 Attn: Armando Baldizzone	Re: WSQ-05FR120 Cobalt & CMU Econolite Reference: Q-17604-T6M1
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Item #	Part #	Qty	Description	Price per	Extended
1	COB21110110000	6	Cobalt Controller	\$3,150.00	\$18,900.00
2	0712010690	6	EDI 2010ECLip	\$623.00	\$3,738.00
3	0723720020	1	Filters	\$26.00	\$26.00
4	Encore	1	4 Camera Encore System Upgrade Includes: 4 - Encore MVP 1 - Terra Interface Panel 1 - Terra Access Point 1 - TIP to TAP C/C 1 - SDLC Cable	\$16,500.00	\$16,500.00
Existing Branch Cable and Camera Mounts to be re-used					
SubTotal					\$39,164.00
Shipping & Handling*					
Taxes**					
TOTAL					\$39,164.00

ECONOLITE Safeltran cegis ECONOLITE

1000 E. Main Avenue, Anaheim, CA 92801 Tel: (714) 659-7700 Fax: (714) 659-3300

www.econolite.com feedback@econolitegroup.com



The Solution Team

Quote

Note: Each product listed in this quotation is available for purchase separately at the itemized price listed.

Unless specifically requested or noted on this quotation, the product(s) quoted herein may or may not comply with any Buy America requirements.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited except as required by law.

Quote Valid For: 60 Days
FOB: Econolite Factory
Terms: Net 30 days from date of shipment,
subject to credit approval
***Shipping: included**
****Taxes: Not included**

Linsey Jimenez

Linsey Jimenez-Customer Service Supervisor
ljjimenez@econolite.com

Shipping Date: 4 weeks ARO, approved credit terms and submittal approval when applicable

ECONOLITE Safetran oegis ECONOLITE

360 E. Elkhorn Avenue, Anaheim, California 92701 PH: (714) 830-2749 FAX: (714) 830-1349

© 2007 Econolite Group, Inc. All rights reserved. Econolite Group, Inc.

RE: Econolite Sole Source

Blythe, CA

Attn:

Armando J. G. Baldizzone,

Econolite is the Sole Source provider for all Cobalt
Controllers, Encore Video detection and Safetran
cabinets In the Western USA.

Sincerely,



Stanley P Garren

Stan Garren
District Manager | Econolite

3360 E. La Palma Ave. Anaheim, CA 92806
Cell: 661-839-5908
Phone: 714.630.3700
www.econolite.com



CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: August 09, 2016

SUBJECT: West Barnard Storm Drain Project
PRESENTED BY: Armando Baldizzone, Public Works Director
PREPARED BY: Armando Baldizzone, Public Works Director

RECOMMENDATION: Staff recommends City Council authorize the City Manager to enter into a contract awarded to The Holt Group and to authorize a purchase order for the project in the amount of \$29,900 within FY15/16.

FISCAL IMPACT: Twenty nine thousand nine hundred dollars (\$29,900) in Gas Tax Funds.

BACKGROUND: The West Barnard Strom Drain project was identified by staff as a priority project in order to avoid flooding at the intersection of Barnard and Lovekin during storm events.

STAFF REPORT: On May of 2016, staff asked the companies providing engineering service to the City of Blythe for a proposal.

Two proposals were received for this project:

- (i) The Holt Group I the amount of \$29,900; and
- (ii) Amir Engineering and Surveying Inc in the amount of 33,500.

Due to time constraints to prepare the project in FY 15/16, staff proceeded with the design with The Holt Group.

The project was completed on June 30, 2016 with funds available in the FY 15/16 budget.

Project Description: The project consists of the installation of a new underground storm-water storage system on East Barnard to avoid flooding of the intersection of Lovekin and Barnard. The project includes: the installation of 300 linear feet of City furnished 6 feet diameter corrugated pipe; the construction of junction boxes and a catch basin with and oil and grit separator; and removal and reconstruction of Barnard Street existing asphalt pavement.

Project Cost: The engineer's opinion of probable costs for the construction of West Barnard Strom Drain project is \$249,519.00.

This project is shelf ready, and, if funds become available during the FY 16/17 staff will request authorization to amend the budget and include this project during this fiscal year, or, the project will be included as part of the Capital Improvement Plan for FY 17/18.

ATTACHMENTS:

- 1- The Holt Group Professional Agreement

**CITY OF BLYTHE
PROFESSIONAL SERVICES AGREEMENT
WITH
THE HOLT GROUP Inc.**

THIS AGREEMENT is made and entered into this 13 day of May, 2016 ("Effective Date"), by and between the CITY OF BLYTHE, a municipal corporation ("City"), and THE HOLT GROUP Inc, a California Corporation ("Consultant").

WITNESSETH :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to design Barnard and Lovekin Stormdrain Facility at the intersection of W. Barnard St and N. Lovekin Blvd. in the City of Blythe , as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, 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.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Twenty Nine Thousand Nine Hundred and 00/100 Dollars (\$ 29,900.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services,

approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of forty five (45) days, ending on June 30, 2016, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Additional insureds: "The City of Blythe and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Blythe, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Blythe shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Blythe, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

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

6.0. GENERAL PROVISIONS

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

exhibits to this Agreement.

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

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

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

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

IF TO CONSULTANT:

The Holt Group Inc,
201 E Hobsonway
Blythe, CA 92225
Tel: (760) 922-4658
Fax: (760) 922-4660
Attn: Rob Holt, PE

IF TO CITY:

Department of Public Works
City of Blythe
440 S main Street
Blythe, CA 92225
Tel: (760) 922-6611
Fax: (760) 922-0278
Attn: Armando Baldizzone, PE

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

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

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this

Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not

affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

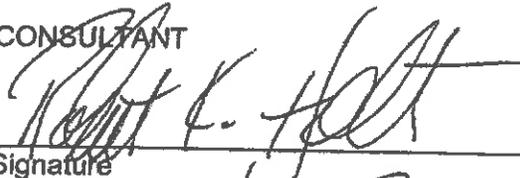
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF BLYTHE,
A municipal corporation

Mallory Sutterfield
Interim City manager

Date: _____

CONSULTANT



Signature

Date: 05/17/16

ROBERT K. HOLT, PRESIDENT
Name and Title

33-0417246
Social Security or Taxpayer ID Number

ATTEST:

City Clerk
of the City of Blythe
Mallory Sutterfield

APPROVED AS TO FORM:

City Attorney
Baron Bettenhausen

Date: _____

APPROVED AS TO CONTENT - DEPARTMENTAL APPROVAL

Project Manager
Armando Baldizzone, PE
Public Works Director

Date: 5/13/16

**EXHIBIT A
CONSULTANT'S PROPOSAL**



The
Holt
Group, Inc.

Robert K. Holt, PE
James G. "Jack" Holt, PE
Fumi Hamanaka Galvan, PE, LS
Jennifer Wellman, AICP

Jesus "Jony" Marmolejo, PE
Sameer Patel, PE
Lindsay Holt, AICP
Fred Goldman, PhD, PE

Engineering ■ Planning ■ Surveying

May 12, 2016

Mr. Armando Baldizzone, PE
Director of Public Works
City of Blythe
440 South Main Street
Blythe, CA 92225

Tel: (760) 922-6611
Email: ABaldizzone@cityofblythe.ca.gov

RE: **Proposal/Contract for the Barnard and Lovekin Stormdrain Facility Project
THG Project No.: 100.281**

Dear Mr. Baldizzone:

In accordance with your request, The Holt Group, Inc. (hereinafter referred to as "Consultant") respectfully submits this Proposal/Contract for the preparation of construction plans, specifications, and cost estimates for new stormdrain infrastructure to be constructed at the corner of Barnard Street and Lovekin Boulevard in the City of Blythe, California (Project). Please find below an outline of the proposed Scope of Services along with a Cost Estimate for completion of the Services.

A. SCOPE OF WORK

- 1. Topographic and Existing Condition Survey** **\$2,500.00**
Prepare a topographic survey of the Project area to be used as a base map for the Improvement Plans showing existing utilities and other Project constraints.

- 2. Basis of Design Memorandum** **\$5,500.00**
Determine the volume of water based on the survey of the tributary area that is being conveyed to the existing stormwater catch basin located at the intersection of Barnard Street and Lovekin Boulevard. Compare the tributary area volume to the volume being stored in Barnard Street. Design an underground storage system based on recommendations for 10-year, 25-year, and 100-year storms. Prepare a Basis of Design Memorandum and review same with City Staff prior to the design of the Initial and Final Improvement Plans. Please note that the Basis of Design Memorandum will incorporate the recommendations of the recently completed geotechnical report prepared by LandMark Geo-Engineers.

1601 N. Imperial Avenue ■ El Centro, CA 92243 ■ 760-337-3883 ■ Fax 760-337-5997
201 E. Hobsonway ■ Blythe, CA 92225 ■ 760-922-4658 ■ Fax 760-922-4660
70-225 Highway 111, Suite D ■ Rancho Mirage, CA 92270 ■ 760-328-5280 ■ Fax 760-328-5281

3. **Preparation of Improvement Plans** **\$19,600.00**
 Prepare the following Initial and Final Improvement Plan Sheets:
- a. Title Sheet
 - b. Existing Demolition Site Plan
 - c. Improvement Plan
 - d. Detail Sheet
 - e. Erosion Control Plan
 - f. Traffic Control Plan
4. **Preparation of Engineer's Opinion of Quantities & Final Cost** **\$2,300.00**

B. COMPENSATION AND REIMBURSEMENT

The Consultant will complete all items identified in the Scope of Work for a lump sum amount of **Twenty Nine Thousand Nine Hundred Dollars and 00/100 (\$29,900.00)**. Out of pocket costs for printing of plans and documents, telephone, travel and postage charges shall be included in the fee. Payment is expected within thirty (30) days of receipt of invoice.

C. EXCLUSIONS AND ASSUMPTIONS

1. The preparation of any items not listed in the Scope of Work, including design drawings, environmental documentation, technical studies and non-civil related design items are hereby excluded from the Scope of Work.
2. A Traffic/Circulation Impact Study is hereby excluded from the Scope of Work.
3. Easements, dedications, exhibits or documents for recordation are hereby excluded from the Scope of Work.
4. A Stormwater Pollution Prevention Plan is hereby excluded from the Scope of Work.
5. All Scope of Work items outlined in this Proposal/Contract shall be completed in accordance with current and local area professional practices. The Consultant cannot be responsible for delays due to and caused by the Client.

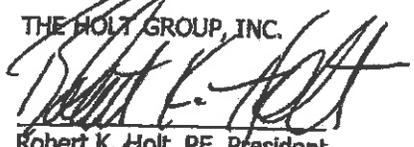
D. ADDITIONAL WORK ITEMS

Additional work items and attendance at additional meetings with the Client that are not included in the Scope of Work shall be billed on an hourly basis according to the attached Fee Schedule for the personnel involved.

E. EXPIRATION DATE

This proposal is valid for a period of thirty (30) days from the date of the cover letter. If authorized after thirty (30) days, The Holt Group, Inc. reserves the right to reconsider fees presented herein.

THE HOLT GROUP, INC.



Robert K. Holt, PE, President

05/12/16
Date

CITY OF BLYTHE

Armando Baldizzone, PE

Date

Attachments: (1) The Holt Group Hourly Rate Sheet

HOURLY RATE SCHEDULE

Effective January 1, 2016

ENGINEERING	
Principal Engineer P.E./L.S.	\$160.00/Hour
Project Engineer P.E./L.S.	\$132.00/Hour
Project Manager	\$129.00/Hour
Associate Project Engineer	\$123.00/Hour
Civil Designer III	\$105.00/Hour
Civil Designer II	\$94.00/Hour
Civil Designer I	\$82.00/Hour
Senior Plan Checker	\$121.00/Hour
Plan Checker	\$99.00/Hour
Resident Engineer	\$121.00/Hour
Assistant Resident Engineer	\$101.00/Hour
Designer III	\$88.00/Hour
Designer II	\$77.00/Hour
Designer I	\$72.00/Hour
PLANNING	
Senior Planner (AICP)/Senior Project Manager	\$140.00/Hour
Associate Planner/Assistant Project Manager	\$119.00/Hour
Assistant Planner	\$88.00/Hour
Planning Technician	\$72.00/Hour
Building Construction Specialist	\$103.00/Hour
CDBG Construction Manager/Labor Standards Compliance Monitor	\$82.00/Hour
Labor Standards Compliance Monitor	\$103.00/Hour
Assistant Labor Standards Compliance Monitor	\$79.00/Hour
CDBG Program Administrator	\$119.00/Hour
CDBG Financial Analyst	\$88.00/Hour
CDBG Program Manager	\$77.00/Hour
Planning Designer	\$88.00/Hour
SURVEYING STAFF	
Survey Project Manager	\$138.00/Hour
3 Man Survey Crew with GPS	\$270.00/Hour
2 Man Survey Crew with GPS	\$228.00/Hour
1 Man Survey Crew with GPS	\$160.00/Hour
3 Man Survey Crew without GPS	\$245.00/Hour
2 Man Survey Crew without GPS	\$216.00/Hour
1 Man Survey Crew without GPS	\$108.00/Hour
Survey Travel Time	Crew Rate x 50%
NOTES:	
1. The minimum time charged for survey project is 1/2 day (4 hours at the crew rates plus travel time).	
2. Crew charges include standard surveying equipment. Rental of any special equipment will be charged at cost plus 15%.	
ADMINISTRATIVE SUPPORT SERVICES	
Record Map/Document Researcher	\$66.00/Hour
Word Processor	\$64.00/Hour
Office Technician/Courier	\$57.00/Hour
REIMBURSABLE EXPENSES	
Photocopies (each)	\$0.25
Blueprints & Xerox 2510 (per square foot in color)	\$1.70
Blueprints & Xerox 2510 (per square foot in black & white)	\$0.85
Computer Plotter	\$19.00/Hour
Postage & Long Distance Phone Calls	Cost + 15%
Vehicle Mileage	\$0.59
Reproduction, Special Photography, Printing, etc. performed by Subcontractor,	Cost + 15%
Aerial Photogrammetry, Delivery Service, Hotel/Motel Per Diem Expenses	

EXHIBIT B
FEE SCHEDULE



CITY OF BLYTHE

DEPARTMENT OF PUBLIC WORKS
440 SOUTH MAIN STREET
BLYTHE, CALIFORNIA 92225-2717
PHONE (760) 922-6611
FAX (760) 922-0278

FEE SCHEDULE

BARNARD AND LOVEKIN STORMDRAIN FACILITY
AT THE INTERSECTION OF W. BARNARD ST AND N. LOVEKIN BLVD.

Task	Fee
Initial Retainer - 20% of project cost payment	\$ 5,980.00
Preliminary Design 60% project completion submittal - 40% of project cost payment.	\$ 11,960.00
Final Design 100% project completion submittal and specifications - 30% of project cost payment.	\$ 8,970.00
Final Submittal signed documents and specifications- Final 10% of project cost payment.	\$ 2,990.00
TOTAL	\$29,900.00

EXHIBIT C
PROJECT SCHEDULE

BARNARD AND LOVEKIN STORM DRAIN FACILITY

**MAY/JUNE 2016
WORK SCHEDULE**

ITEMS	MAY				JUNE			
	WEEK	WEEK	WEEK	WEEK	WEEK	WEEK	WEEK	
	16 - 22	23 - 29	30 - 4	5 - 11	6 - 12	12 - 18	19 - 25	26 - 30
TOPOGRAPHY								
EXISTING								
CONDITIONS								
BASIS OF								
DESIGN MEMO								
IMPROVEMENT								
PLANS								
COST AND								
SPECIFICATIONS								

EXHIBIT D
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cavignac & Associates 450 B Street, Suite 1800 San Diego CA 92101		CONTACT NAME: Certificate Department PHONE (A/C No, Ext): 619-744-0574 E-MAIL ADDRESS: certificates@cavignac.com FAX (A/C No): 619-234-8601	
INSURED The Holt Group, Inc. 1601 N. Imperial Avenue El Centro, CA 92243		INSURER(S) AFFORDING COVERAGE	
CERTIFICATE NUMBER: HOLTGRO-01		INSURER A: Travelers Indemnity Co of Conn	NAIC # 25682
		INSURER B: Travelers Property & Casualty Compa	NAIC # 25674
		INSURER C: The State Compensation Insurance Fu	
		INSURER D: Liberty Ins. Underwriters Inc.	NAIC # 19917
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 200770560

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cross Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6806070L190	11/12/2015	11/12/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 Deductible \$0
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		BA514M6374	11/12/2015	11/12/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			CUP4175T861	11/12/2015	11/12/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	9074574-15	10/20/2015	10/20/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	ERISA Professional Liability			6806070L190 AEE2004340115	11/12/2015 11/12/2015	11/12/2016 11/12/2016	Limit \$275,000 Ea Claim & Aggreg \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Barnard and Lovekin Stormwater Facility. Additional Insured coverage applies to General Liability and Automobile Liability for the certificate holder and its elected and appointed boards, officers, officials, agents, employees, and volunteers per policy form. Professional Liability - Claims made form, defense costs included within limit. Primary coverage applies to General Liability and Automobile Liability per policy form.

CERTIFICATE HOLDER

CANCELLATION

City of Blythe - Department of Public Works
440 S. Main Street
Blythe CA 92225

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to the additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is

available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: August 9, 2016

SUBJECT: Council Goals
PRESENTED BY: Peter A. Cosentini, City Manager
PREPARED BY: Peter A. Cosentini, City Manager

RECOMMENDATION: It is recommended the City Council; approve the goals process outlined in this report or a revised process for the determination of Council Goals. It is further recommended that the Council approve the date of August 30, 2016 or another date convenient for all Council Members to attend a special meeting of the City Council to go through the goals process.

FISCAL IMPACT: None

BACKGROUND: The City Managers employment agreement calls for an annual evaluation. The evaluation is based upon a set of goals set by the Council. This process of Council goal setting will be the basis upon which the Council will evaluate the City Manager after his first year of employment.

STAFF REPORT:

The Council's Goals process has the following steps:

1. **City Manager Suggested Goals:**
 - A. The City Manager will suggest certain goals for the Council's consideration. My initial impressions of the City's needs are financial driven. My recommended goals will mostly be in the three areas of economic development, growth and pursuing other revenue streams.
2. **Each Council Member selects goals for the Council's Consideration:**
 - A. We start with one member of the Council and that member identifies a goal he wants the Council to consider and it goes on the proposed list. We then move to the next Council Member and that member identifies a goal for Council's consideration. We go around the Council 3 or 4 times until we have 15 to 20 goals.
3. **The First Voting Process:**
 - A. The Council goes through an initial voting process which determines if a goal has a majority support of the Council. Those proposed Manager or individual Council member goals that get three votes or more from three or more different Council Members will advance into the prioritization round of voting. If a proposed goal does not get three votes, it falls from consideration.

4. Prioritization of the Goals:

- A. The goals that have a majority support of Council will then be prioritized by Council, through a second voting process. For the sake of discussion, let us assume that there are 20 goals left after the first voting process. This second voting process has the Council prioritizing the remaining goals in a list from one to twenty. One being the Council's most important goal, to the 20th which holds the lowest priority. Each Council member ranks the 20 goals from 1 to 20. The staff adds the five ranking scores from each Council member and divides the total by 5. This gives each goal a priority ranking and a weighted Council average.

5. Funding Evaluation:

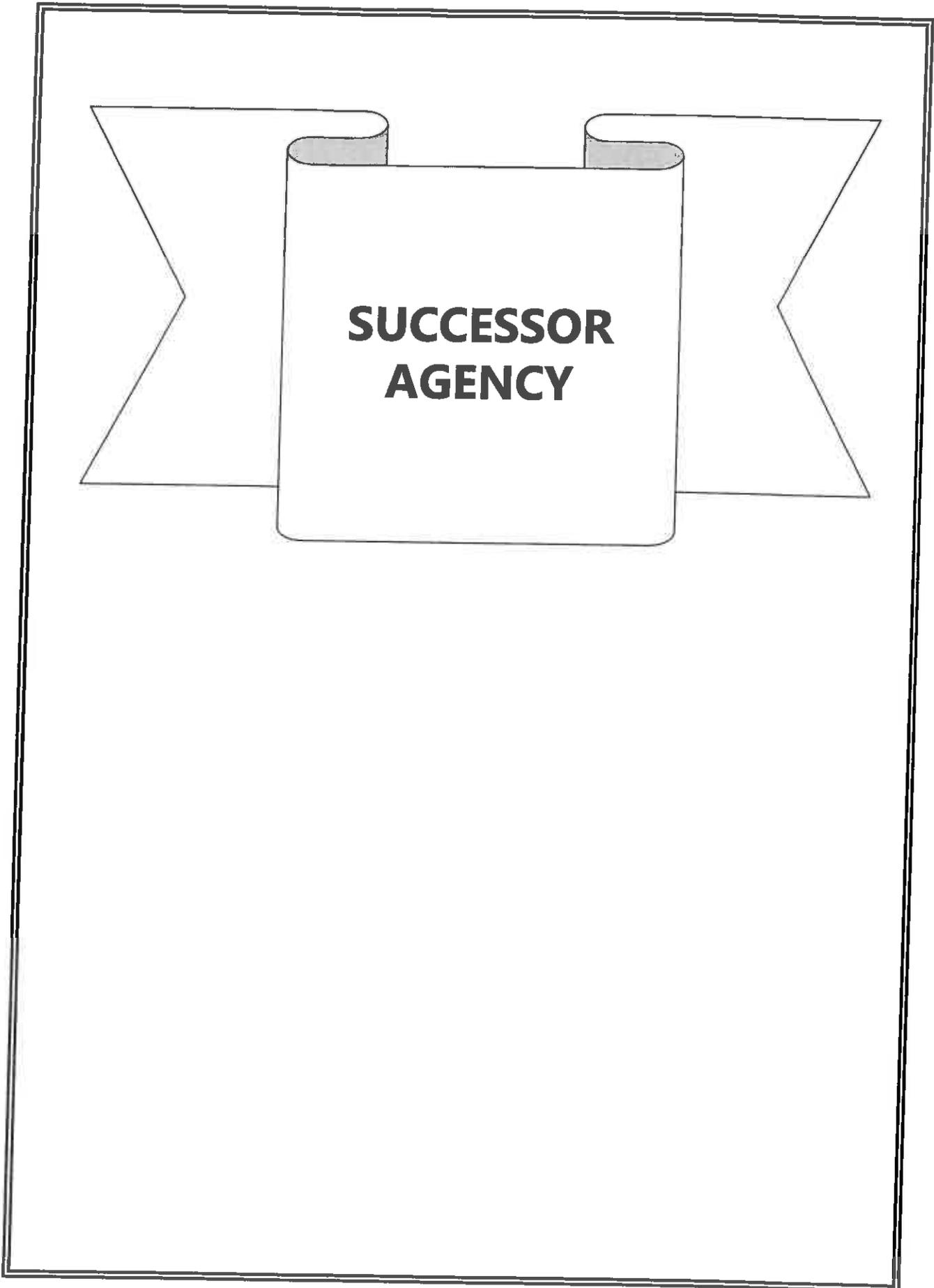
- A. The prioritized goals list is evaluated to see if further funding is needed to pursue certain listed goals. Two lists are developed. One list are those goals that do not need any further funding other than what has already been appropriated in the 2016/2017 budget. The second list holds those goals that need further funding. Funding options are then evaluated by staff for these goals and brought back in a staff report for Council's consideration.

6. Council Approved Goals.

- A. Council approves a final list of goals that can be pursued now by Manager and staff without waiting for further funding. The second list is evaluated by the staff and a staff report is developed that explores other financing options for these goals and this report is brought back for Council's consideration.

ATTACHMENTS:

- 1.



**SUCCESSOR
AGENCY**



SUCCESSOR AGENCY TO THE
BLYTHE REDEVELOPMENT AGENCY
BOARD OF DIRECTORS

STAFF REPORT

MEETING DATE: August 9, 2016

SUBJECT: Consent to the Sale of 3 Parcels as Listed on the Successor Agency's Long-Range Property Management Plan (LRPMP)

PRESENTED BY: Christa Elms, Interim Director of Finance

PREPARED BY: Christa Elms, Interim Director of Finance

RECOMMENDATION: It is recommended that the Board of Directors of the Successor Agency to the Blythe Redevelopment Agency consent to the sale of 3 parcels as listed and approved on the Successor Agency's LRPMP, and as described in this Staff Report.

FISCAL IMPACT: At the sale of the 3 parcels, the proceeds will be distributed as property tax to the taxing entities. The City of Blythe being one of these taxing entities will receive a portion of the distribution to the General Fund. Amount is unknown at this time.

BACKGROUND: The former Redevelopment Agency (RDA) was dissolved in 2012, pursuant to AB X1 26 (as amended by AB 1484). Pursuant to the Dissolution Act any Redevelopment Agency owning real property, and after receiving a Finding of Completion, were required to submit for approval to the Department of Finance (DOF) a LRPMP that addresses the disposition and use of these properties. The Agency received a letter approving its LRPMP on December 9, 2015.

STAFF REPORT: The former RDA owned a total of 11 parcels at the time of its dissolution, 3 of which were listed on the Agency's LRPMP to be sold and 8 to be retained for governmental use. The Agency has received a letter of approval dated December 9, 2015, from DOF approving the disposition of all listed properties. Staff is now ready to take action with the consent of the Board of Directors to sale 3 of the parcels as described in the plan.

Parcel 869-210-012 – 78.48 Acres of Vacant Land located East Side of South Intake Blvd., South of East Donlon St., appraised at \$665,000.

Parcel 851-080-021 – 1.65 Acres of Vacant Land located South-East Corner of Birch St. and Barnard St., appraised at \$50,000.

Parcel 854-071-019 - .20 Acres of Improved Land located 149 Cottonwood Lane, appraised at \$6,000.

It is Staff's recommendation with the Board of Directors consent to market the 3 parcels as "For Sale by Owner" at fair market value. Once the sale of the properties is finalized the Agency will be required by law to submit all proceeds from the sale to the County of Riverside for property tax distribution to the taxing entities.

ATTACHMENT: Long Range Property Management Plan (LRPMP)
Department of Finance (DOF) letter of approval



December 9, 2015

Ms. Christa Elms, Interim Finance Director
City of Blythe
235 North Broadway
Blythe, CA 92225

Dear Ms. Elms:

Subject: Long-Range Property Management Plan

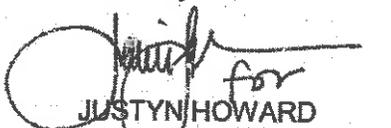
Pursuant to Health and Safety Code (HSC) section 34191.5 (b), the City of Blythe Successor Agency (Agency) submitted a Long-Range Property Management Plan (LRPMP) to the California Department of Finance (Finance) on February 27, 2014. Finance has completed its review of the LRPMP, which may have included obtaining clarification for various items.

The Agency received a Finding of Completion on August 30, 2013. Further, based on our review and application of the law, we are approving the Agency's use or disposition of all the properties listed on the LRPMP.

In accordance with HSC section 34191.4 (a), upon receiving a Finding of Completion from Finance and approval of a LRPMP, all real property and interests in real property shall be transferred to the Community Redevelopment Property Trust Fund of the Agency, unless that property is subject to the requirements of an existing enforceable obligation. Pursuant to HSC section 34191.3 (a) the approved LRPMP shall govern, and supersede all other provisions relating to, the disposition and use of all the real property assets of the former redevelopment agency.

Please direct inquiries to Cindie Lor, Supervisor, or Satveer Ark, Lead Analyst at (916) 445-1546.

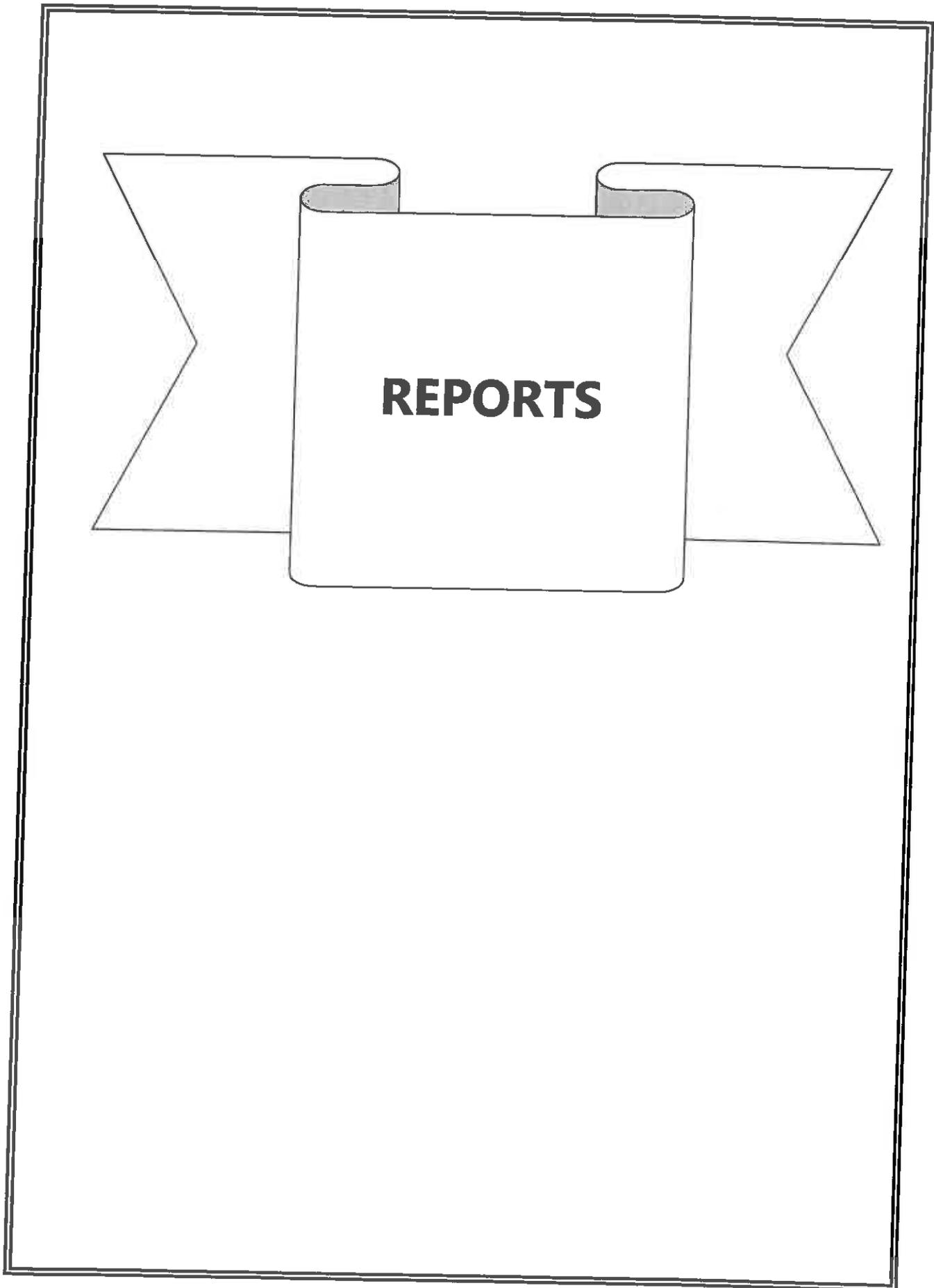
Sincerely,


JUSTYN HOWARD
Program Budget Manager

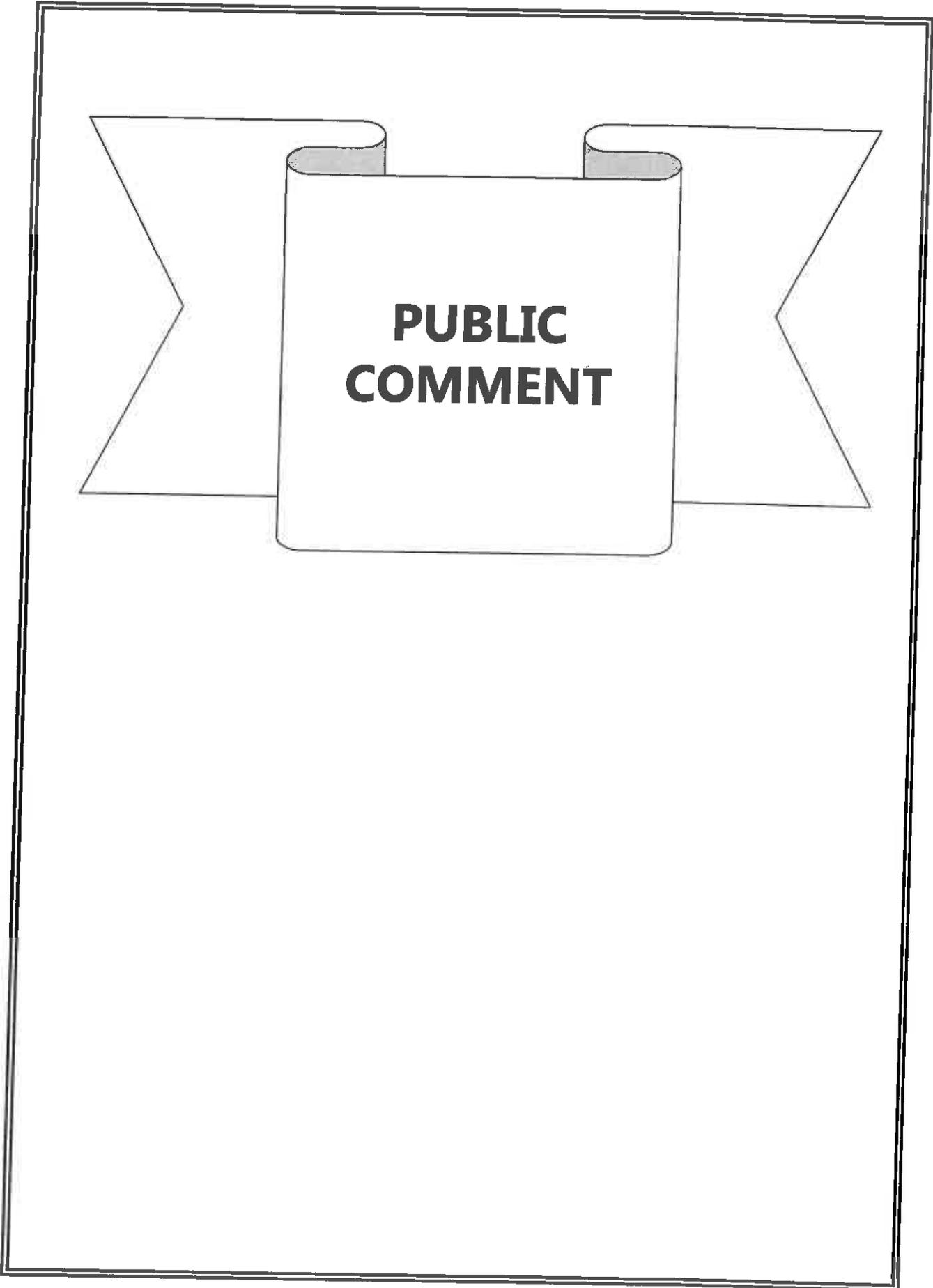
cc: Ms. Pam Elias, Chief Accountant Property Tax Division, Riverside County

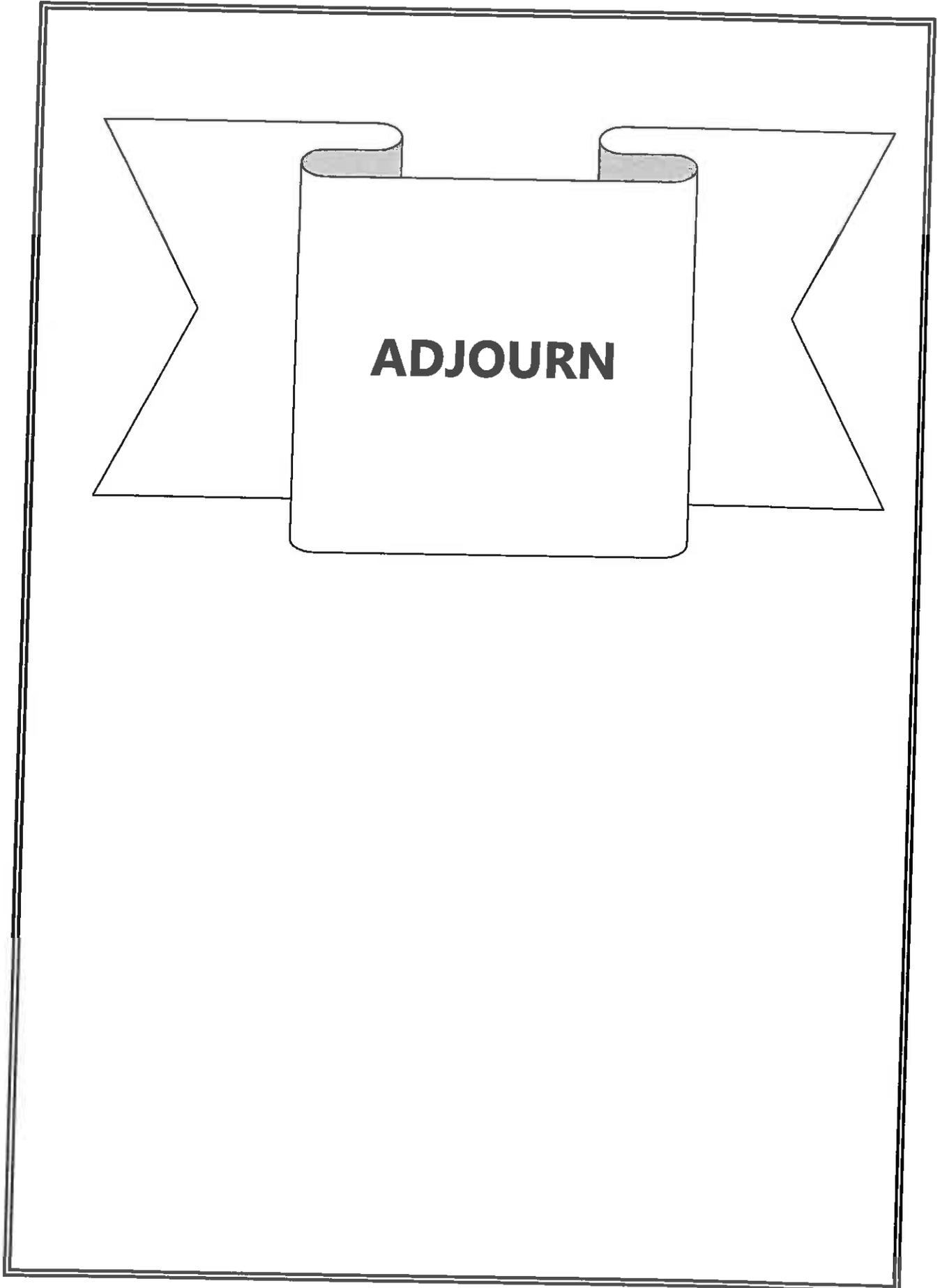
LONG RANGE PROPERTY MANAGEMENT PLAN PROPERTY INVENTORY DATA

No.	Property Type	HSC 2011.1 (01/10)				HSC 2011.1 (01/10)				HSC 2011.1 (01/10)				HSC 2011.1 (01/10)				HSC 2011.1 (01/10)			
		Permissible Use	Acquisition Date	Value at Time of Purchase	Estimated Current Value	Value Bids	Date of Estimated Current Value	Proposed Sale Value	Proposed Sale Date	Purpose for which property was acquired	Address	APN #	Lot Size	Current Zoning	Estimate of Current Parcel Value	Estimate of Incompleteness	Contractual requirements for use of infrastructure	History of environmental contamination, asbestos, and lead paint designation as a brownfield site	Identification of property's potential for transit-oriented development	Assessment of planning objectives of the assessment agency	History of previous development proposals and activity
1	Parking Lot/Structure	Governmental Use	7/22/08	10,510	5,000	Market	January 2014			Parking Lot	945-13-2008	0.08 P-QP	0.08 P-QP		0%			Former Community College Parking Lot	History of previous development proposals and activity		
2	Parking Lot/Structure	Governmental Use	12/19/84		20,000	Market	January 2014			Parking Lot/Government	163 S. Main Street 846-04-1012	0.69 P-QP	0.69 P-QP		0%			Economic and Community development projects and programs	History of previous development proposals and activity		
3	Vacant Land/Land	Governmental Use	3/1/83	10,000	5,000	Market	January 2014			Homeless Shelter	180 S. Main Street 846-04-2016	0.28 C-G	0.28 C-G		0%			Sponsor needed public infrastructure improvements to eliminate light and permit public safety	Homeless Shelter		
4	Vacant Land/Land	Governmental Use	3/1/85	7,500	7,500	Market	January 2014			Homeless Shelter	S. Main Street	0.09 C-G	0.09 C-G		0%			Sponsor needed public infrastructure improvements to eliminate light and permit public safety	Homeless Shelter		
5	Vacant Land/Land	Site of Property	4/22/08	180,000	17,500	Market	January 2014			Residential	Bernard @ Birch	1.69 R-M	1.69 R-M		0%			Housing rehabilitation assistance	Low Mod Housing		
6	Public Building	Site of Property	10/20/08	100,000	5,000	Market	January 2014			Former Mutual Water Building	S. Colwood Lane	0.2 C-G	0.2 C-G		0%			Economic and Community development projects and programs	General Commercial		
7	Vacant Land/Land	Site of Property	10/20/08	800,000	200,000	Market	January 2014			Resort	S. Inlake Blvd.	79.9 RPR	79.9 RPR		0%			Economic and Community development projects and programs	Resort Project		
8	Park	Governmental Use	12/22/08	31,801	80,000	Market	January 2014			Gateway Park	801 Hobbesway	0.22 P-QP	0.22 P-QP		0%			Sponsor needed public infrastructure improvements to eliminate light and permit public safety	Public Park		
9	Parking Lot/Structure	Governmental Use	9/20/08	124,000	62,000	Market	January 2014			Parking Lot	138 N. Main Street 845-13-2006	0.28 P-QP	0.28 P-QP		0%			Former Community College Parking Lot	Parking Lot		
10	Park	Governmental Use	10/20/04	20,000	6,000	Market	January 2014			Combines with Palm Park	Hessway & Palm Drive	0.09 P-QP	0.09 P-QP		0%			Sponsor needed public infrastructure improvements to eliminate light and permit public safety	Combines with 846-04-2006 (City Owned)		
11	Public Building	Governmental Use	6/1/94	95,000	155,000	Market	January 2014			Research Center	127 S. Main Street 846-04-1051	0.31 P-QP	0.31 P-QP		0%	0.7%		Sponsor needed public infrastructure improvements to eliminate light and permit public safety	Res Center		



REPORTS





ADJOURN