

BLYTHE CITY COUNCIL



AGENDA

SEPTEMBER 13, 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



**CITY OF BLYTHE
CITY COUNCIL MEETING
September 13, 2016
4:00pm**

CALL TO ORDER

ROLL CALL

Mayor DeConinck
Vice Mayor Wade
Councilman Galvan
Councilman Reynolds
Councilman Egan

City Manager Cosentini
Deputy Admin Services Director/City Clerk Crecellius
City Treasurer/Interim Finance Director Elms
Police Chief Wade
City Attorney Bettenhausen

Planner Burrow
Public Works Director Baldizzone

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

EXECUTIVE SESSION:

1. **Existing Litigation,** Pursuant to Government Code Section 54956.9, conference with legal counsel regarding existing litigation: E.W. v. City of Blythe, a municipal corporation, case No. 5:15-cv-00970-CAS.
2. **Existing Litigation,** Pursuant to Government Code Section 54956.9, conference with legal counsel regarding existing litigation: A. Everitt v. City of Blythe, a municipal corporation, case No. 5:15-cv-01608 VAP.
3. **Public Employee Appointment,** Pursuant to Government Code Section 54957, Public Works Director.
4. **Labor Negotiations,** Pursuant to Government Code Section 54957.6, Agency representative: Peter Cosentini, Employee Organizations: Mid-Management, Laborers and Clerical Units.
5. **Conference with Legal Counsel- Anticipated Litigation,** Pursuant to Government Code Section 54956.9, one case.

NOTE TO THE PUBLIC:

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

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



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

1. **Posting of the Agenda.**

The summary of agenda items were posted on the bulletin boards on the outside of the public entrance to the Council Chamber and near the inside entrance of the Council Chamber on Friday, September 9, 2016.

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

Recommendation: Approve **9/13/16**, warrants numbered 64753 through 64832, 64694 and warrants numbered 64833 through 64843 in the amount of \$908,825.9 and **9/13/16**, warrants numbered 64844 through 64924 in the amount of \$246,022.80.

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

Recommendation: Approve **9/13/16**, warrants numbered 48568 through 48595 and Direct Deposits numbered 37419 through 37474 in the amount of \$236,323.23; **9/13/16**, warrants numbered 48596 through 48605 and Direct Deposits numbered 37475 through 37574 in the amount of \$59,856.27 and **9/13/16**, warrants numbered 48606 through 48635 and Direct Deposits numbered 37575 through 37630 in the amount of \$242,779.61.

4. **Minutes of the August 9, 2016 City Council Meeting.**

Recommendation: Approve the Minutes of the August 9, 2016 Meeting.

5. **Minutes of the August 30, 2016 Special City Council Meeting.**

Recommendation: Approve the Minutes of the August 30, 2016 Meeting.

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 Permits Issued in August 2016.**
Recommendation: Receive and file this monthly report.
7. **City of Blythe Fire Department Monthly Activity Report for August 2016.**
Recommendation: Receive and file this monthly report.
8. **Surplus Firearms.**
Recommendation: Declare the listed firearms surplus property and authorize staff to sell the firearms to Inland Supply for current market value to be paid to the department in ammunition or other firearm related training materials and equipment.
9. **Operation Stonegarden Grant.**
Recommendation: Authorize the City Manager to execute any and all actions necessary for the expenditures associated with the Operation Stonegarden Grant and approve the operational agreement between the City and County of Riverside pending approval by the Board of Supervisors.
10. **Biennial Review of the Conflict of Interest Code.**
Recommendation: Receive and file this biennial report.
11. **MOU with RCTC for Trading State Transportation Improvement Funds for Measure A Funds.**
Recommendation: Approve Memorandum of Understanding No. 07-71-028-01, Amendment No. 1 to MOU No. 07-71-028-00 to trade Palo Verde Valley 2012 and 2014 STIP Funds with 2009 Measure A funds in the amount of \$1,106,410 and authorize the City Manager to execute the MOU on behalf of the City of Blythe.
12. **Advanced Metering Infrastructure Agreement between the City and Sensus USA Inc.**
Recommendation: Authorize the City Manager to execute an Agreement for Advanced Metering Infrastructure with Sensus USA Inc.
13. **Request for Extension of Tentative Tract Map 34480.**
Recommendation: Grant Modern Pacific Homes, LLC a three year extension to the life of Tentative Tract Map 34480 subject to the existing conditions of approval.

PUBLIC HEARING: None

CONTINUED BUSINESS: (Item 14)

14. **Council Goals.**
Recommendation: Review the scope of work for each goal and approve the list of goals in attachment #3 that can be funded now and direct staff to return with funding options for the goals listed in attachment #4 which need further funding.

NEW BUSINESS: (Items 15-21)

15. **Palo Verde Irrigation District Annual Election.**
Recommendation: Appoint Mayor DeConinck to serve as the City's Proxy to cast all votes in its name at the September 20, 2016 PVID Election and authorize the Mayor to vote for the incumbents.
16. **Annual League of California Cites Conference Resolution.**
Recommendation: Determine a position on the League's Annual Conference Resolution.

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17. Blythe Clean up Day.

Recommendation: Set October 15, 2016 as the next Blythe Clean up Day.

18. 14th Avenue Street Rehabilitation Project.

Recommendation: Authorize the City Manager to enter into an agreement with Pyramid Construction and Aggregate Inc. with a project budget not to exceed \$450,778.10 and approve change orders not exceeding \$10,000. It is further recommended Council Authorize the City Manager to enter into an Agreement with Amir Engineering for construction surveying services in an amount not to exceed \$28,000.

19. Broadway Street Improvement Project.

Recommendation Authorize the City Manager to enter into an agreement with Hal Hays Inc. with a project budget not to exceed \$1,105,765 and approve change orders not exceeding \$10,000. It is further recommended Council Authorize the City Manger to enter into an Agreement with The Holt Group for construction surveying services in an amount not to exceed \$41,000.

20. Vehicle Purchase- Water and Wastewater Departments.

Recommendation: Purchase six (6) 2016 Ford F-150 4x2 regular cab pickups from Downtown Ford in an amount not to exceed \$154,729.94.

21. Park Signs.

Recommendation: Authorize the City Manager to proceed with the design of a park monument sign and sign a professional agreement with a landscape architect to prepare plans, specifications and estimates for these signs.

WRITTEN COMMUNICATION: None

SUCCESSOR AGENCY:

CONSENT CALENDAR: (Items 22-23)

22. Minutes of the August 9, 2016 Board Meeting.

Recommendation: Approve the Minutes of the August 9, 2016 meeting.

23. Updated Appraisal Reports.

Recommendation: Receive and file the updated appraisal report.

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

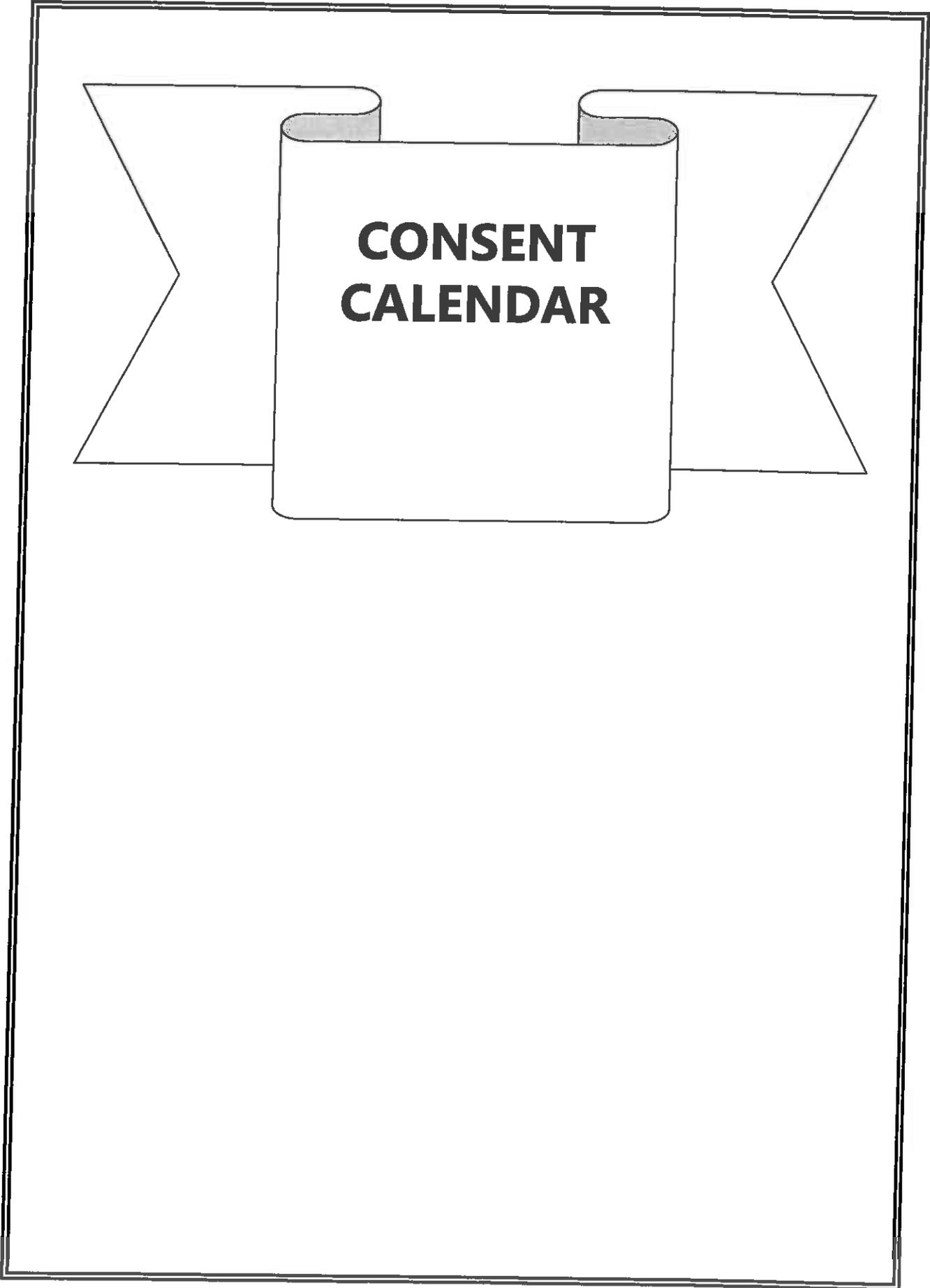
PUBLIC COMMENT Public comments will be allowed on matters not appearing on the agenda, but within Council/Blythe Successor Agency jurisdiction. Speakers are asked to identify themselves by stating their name and address for the record. Comments shall be limited to 3 minutes in duration.

ADJOURNMENT The next meeting will be held on October 11, 2016, at 6:00 p.m. in the Council Chamber, 235 N. Broadway, Blythe, California.

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : union						
64764	8/23/2016	000129 GRANITE CONSTRUCTION				
64765	8/23/2016	003154 HD SUPPLY WATERWORKS LTD	F649270	005545	SEWER LIFT REHAB PARTS - ENGEVIK	101,255.06
64766	8/23/2016	002165 HOPKINS TECH PRODUCTS INC	3616300858	005659	WPTF SUPPLIES	5,676.28
64767	8/23/2016	006464 KB JUMPERS & RENTALS	8954	005955	SHIRTS - SUMMER PROGRAMS: SOCC	968.94
64768	8/23/2016	000429 QUADRANT SYSTEMS INC	160708-1	005632	THERMAL RECEIPT PAPER	968.94
64769	8/23/2016	000218 RICHARDS WATSON & GERSHON	207795	005994	PROFESSIONAL SERVICES THROUGH	160.00
64770	8/23/2016	006110 SOUTHWEST NETWORKS, INC	207797	005994	PROFESSIONAL SERVICES THROUGH	573.50
64771	8/23/2016	002765 TEAMAN RAMIREZ & SMITH INC	15-12526	005949	EQUIPMENT/PARTS	610.50
64772	8/23/2016	000141 THE HOLT GROUP INC	16-3027	005949	GUARDIAN IT - REPAIRS/MAINTENANC	1,184.00
64773	8/23/2016	000025 ALMQUIST BLYTHE AUTO PARTS INC	16-6542	005949	EQUIPMENT/PARTS	282.80
64774	8/23/2016	006095 BROWN, JASON	77182	006001	FY2015/16 AUDIT SERVICES - BFA	880.00
64775	8/23/2016	004862 CHARLES P CROWLEY CO	77183	006001	FY2015/16 AUDIT SERVICES - CITY OF	322.92
						1,485.72
						2,500.00
						17,000.00
						19,500.00
						20,930.00
						2,990.00
						23,920.00
						75.51
						75.51
						155.00
						155.00
						4,228.46

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : union						
64775	8/23/2016	004862 CHARLES P CROWLEY CO	(Continued)			
64776	8/23/2016	000667 CITY OF BLYTHE:WATER UTILITIES	JULY 2016	005965	WATER/SEWER BILLING - CITY FACILIT	4,228.48
64777	8/23/2016	000437 CO OF RIV AUDITOR-CONTROLLER	JULY 2016	005981	PARKING CITATIONS 7/2016	4,458.44
64778	8/23/2016	001086 COPA INC	CL06182	005772	FUEL - CITY VEHICLES/FIRE DEPARTM	25.00
			CL06183	005772	FUEL - CITY VEHICLES/POLICE DEPAR	25.00
			CL06184	005772	FUEL - CITY VEHICLES/SEWER DEPAR	234.13
			CL06185	005772	FUEL - CITY VEHICLES/CITIZENS ON P	308.97
			CL06214	005772	FUEL - CITY VEHICLES/FIRE DEPARTM	343.21
			CL06215	005772	FUEL - CITY VEHICLES/POLICE DEPAR	30.59
			CL06216	005772	FUEL - CITY VEHICLES/SEWER DEPAR	100.89
64779	8/23/2016	004986 COUNTY OF RIVERSIDE	TL0000012590	005966	PROJECT: C5-0051 - 6TH AVENUE - 90%	35.28
					Total :	216.98
64780	8/23/2016	005603 CR&R INCORPORATED	JULY 2016	005868	FRANCHISE CONTRACT 7/2016	1,270.05
64781	8/23/2016	005603 CR&R INCORPORATED	0059659	005907	445 N BROADWAY - COMMERCIAL TRA	163,800.00
64782	8/23/2016	000037 CULLIGAN SOFT WATER SERVICE	631483,631513	005769	WATER SERVICE/MWTP 7/22-8/19/2016	163,800.00
64783	8/23/2016	000156 CYLE JOHNSON ELECTRIC INC	52288	005760	REPAIR/MAINTENANCE SERVICE - DEL	55,878.76
64784	8/23/2016	000084 D & LAUTO PARTS INC	8681-121690	005847	PARTS	68.67
			8681-121729	005847	PARTS	68.67
			8681-121774	005847	PARTS	359.22
			8681-121901	005847	PARTS	359.22
					Total :	54.69
					Total :	1.73
					Total :	798.31
					Total :	8.52
					Total :	863.25

Voucher List
City of Blythe

Bank code :	Union	Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64785		8/23/2016	001757	DATA TICKET INC	72318	005982	PARKING CITATION PROCESSING 7/20	100.00
64786		8/23/2016	005996	DE LAGE LANDEN PUBLIC FINANCE	50828435	005985	CONTRACT #25273764 LANIER/MPC30I	256.99
					50888546	005983	CONTRACT #25340910 LANIER/MP6054	101.44
					50892985	005985	CONTRACT #25273764 LANIER/MPC30I	68.72
					50989890	005983	CONTRACT #25340910 LANIER/MP6054	225.05
					51009908	005938	CONTRACT #25293025 LANIER/MP6002	284.25
					51090504	005985	CONTRACT #25273764 LANIER/MPC30I	256.99
					51216843	005695	CONTRACT #100-10017096 POLICE CAI	3,397.92
64787		8/23/2016	000016	E S BABCOCK & SONS INC	BG60035-0040	005766	TESTING SERVICES	176.50
					BG60504-0040	005766	TESTING SERVICES	45.00
					BG60668-0040	005766	TESTING SERVICES	74.50
					BG60998-0040	005766	TESTING SERVICES	106.50
					BG61024-0040	005766	TESTING SERVICES	102.00
					BG61042-0040	005766	TESTING SERVICES	45.00
					BG61043-0040	005766	TESTING SERVICES	15.00
					BG61752-0040	005766	TESTING SERVICES	60.00
					BG61754-0040	005766	TESTING SERVICES	282.75
					BG62372-0040	005766	TESTING SERVICES	45.00
					BG62390-0040	005766	TESTING SERVICES	75.00
					BG62397-0040	005766	TESTING SERVICES	91.50
					BH60064-0040	005924	SLUDGE DISPOSAL SERVICES	899.00
					BH60444-0040	005766	TESTING SERVICES	45.00
					BH60585-0040	005766	TESTING SERVICES	780.00
					BH60638-0040	005766	TESTING SERVICES	159.50
64788		8/23/2016	003378	EMPIRE SOUTHWEST	EMPS3925134	005864	WEED ABATEMENT SUPPLIES	52.41
					EPPS0536982	005951	PARTS	98.39
64789		8/23/2016	002791	FISHER WIRELESS SERVICES INC	2016	005651	RADIO MAINTENANCE 9/2016	150.80
							Total :	3,002.25
							Total :	466.00

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64789	8/23/2016	002791	002791 FISHER WIRELESS SERVICES INC			
64790	8/23/2016	005213	FRONTIER			
			7601980011	005987	COMMUNICATIONS/CITY HALL PRI 7/7-	466.00
			760198011	005987	COMMUNICATIONS/CITY HALL PRI 8/7-	505.89
			7609223545	005988	COMMUNICATIONS/ALARM SYSTEM 7/	505.98
			7609223812	005988	COMMUNICATIONS/ELECTRONIC SIGN	95.46
			7609223812	005988	COMMUNICATIONS/ELECTRONIC SIGN	128.71
			7609223812	005988	COMMUNICATIONS/ELECTRONIC SIGN	128.71
			7609229375	005988	COMMUNICATNS/LIFT STATIONS 7/13-8	92.62
			9091590013	005987	COMMUNICATION/CITY FACILITIES	5,926.79
			9091590013	005987	COMMUNICATION/CITY FACILITIES	5,981.84
			9091590039	005987	COMMUNICATION/FIRE 7/7-8/6/2016	311.92
			9091590039	005988	COMMUNICATION/FIRE 8/7-9/6/2016	311.73
			9091590042	005988	CENTRANET ACCESS-SLWELLS 7/1-7/	1,736.09
			9091590042	005988	CENTRANET ACCESS-SLWELLS 8/1-8/	1,736.05
					Total :	17,481.79
64791	8/23/2016	003650	GALE NELSON PHLEBOTOMY			
			JULY 2016	005939	TECH SERVICES/BLOOD DRAWS	150.00
					Total :	150.00
64792	8/23/2016	006582	GOLDEN STATE OVERNIGHT			
			3121453	005860	PRIORITY OVERNIGHT SERVICES	53.47
			3127549	005860	PRIORITY OVERNIGHT SERVICES	53.21
					Total :	106.68
64793	8/23/2016	006668	GONZALEZ, KELSEY			
			081116		REFUND OF UNUSED TIME	45.00
			081116		COMMUNITY CENTER DEPOSIT REFUN	125.00
					Total :	170.00
64794	8/23/2016	003154	HD SUPPLY WATERWORKS LTD			
			F857130	005775	SUPPLIES	1,633.28
			F857219	005775	SUPPLIES	1,591.17
			F886969	005775	SUPPLIES	519.05
			F916006	005775	SUPPLIES	346.04
					Total :	4,089.54
64795	8/23/2016	000140	HDL COMPANIES			
			0025736-IN	005989	CONTRACT SERVICES - SALES QTR 1	963.02

Bank code : union									
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount			
64795	8/23/2016	000140 HDL COMPANIES	081716						
64796	8/23/2016	006732 HERNANDEZ, LORENA							
64797	8/23/2016	005677 HUGHES FIRE EQUIPMENT, INC	505657	005785	SUPPLIES	361.19			
64798	8/23/2016	003088 HUNTINGTON COURT REPORTERS	28404	005940	TRANSCRIPTION SERVICES 7/1-7/31/21	314.00			
64799	8/23/2016	000150 INLAND BUILDERS SUPPLY INC	560229	005665	PW SUPPLIES	21.55			
			560544	005665	PW SUPPLIES	8.08			
			560699	005665	PW SUPPLIES	14.55			
			560791	005665	PW SUPPLIES	49.76			
			561274	005665	PW SUPPLIES	32.52			
			561339	005665	PW SUPPLIES	20.48			
			561363	005665	PW SUPPLIES	24.28			
			561377	005665	PW SUPPLIES	6.03			
			561409	005665	PW SUPPLIES	18.32			
			561433	005665	PW SUPPLIES	59.36			
			561530	005665	PW SUPPLIES	42.63			
			561532	005846	SUPPLIES	20.14			
			561688	005665	PW SUPPLIES	12.93			
			561801	005665	PW SUPPLIES	37.72			
			561822	005665	PW SUPPLIES	118.68			
			562086	005665	PW SUPPLIES	216.98			
			562158	005665	PW SUPPLIES	28.54			
			562311	005665	PW SUPPLIES	13.45			
			562507	005665	PW SUPPLIES	12.94			
			562631	005665	PW SUPPLIES	55.60			
			562649	005665	PW SUPPLIES	88.30			
			562911	005665	PW SUPPLIES	46.80			
			563167	005665	PW SUPPLIES	23.85			
			563179	005665	PW SUPPLIES	561.17			
			563302	005846	SUPPLIES	5.39			
			563334	005925	PARTS/SUPPLIES	143.93			
					COMMUNITY CENTER DEPOSIT REFUF	125.00			
					SUPPLIES	125.00			
					TRANSCRIPTION SERVICES 7/1-7/31/21	314.00			
					PW SUPPLIES	21.55			
					PW SUPPLIES	8.08			
					PW SUPPLIES	14.55			
					PW SUPPLIES	49.76			
					PW SUPPLIES	32.52			
					PW SUPPLIES	20.48			
					PW SUPPLIES	24.28			
					PW SUPPLIES	6.03			
					PW SUPPLIES	18.32			
					PW SUPPLIES	59.36			
					PW SUPPLIES	42.63			
					SUPPLIES	20.14			
					PW SUPPLIES	12.93			
					PW SUPPLIES	37.72			
					PW SUPPLIES	118.68			
					PW SUPPLIES	216.98			
					PW SUPPLIES	28.54			
					PW SUPPLIES	13.45			
					PW SUPPLIES	12.94			
					PW SUPPLIES	55.60			
					PW SUPPLIES	88.30			
					PW SUPPLIES	46.80			
					PW SUPPLIES	23.85			
					PW SUPPLIES	561.17			
					SUPPLIES	5.39			
					PARTS/SUPPLIES	143.93			

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : union						
64799	8/23/2016	000150 INLAND BUILDERS SUPPLY INC	(Continued)			
			563501	005846	SUPPLIES	31.09
			563738	005846	SUPPLIES	77.73
			563751	005846	SUPPLIES	111.02
			563983	005846	SUPPLIES	10.79
			564087	005846	SUPPLIES	64.78
			564304	005846	SUPPLIES	19.34
			564608	005846	SUPPLIES	4.85
			564747	005846	SUPPLIES	35.08
			564866	005925	PARTS/SUPPLIES	25.33
			564881	005925	PARTS/SUPPLIES	34.11
				Total :		2,098.10
64800	8/23/2016	000150 INLAND BUILDERS SUPPLY INC	562632	005865	PW SUPPLIES	1.84
64801	8/23/2016	006484 KB JUMPERS & RENTALS	8957	005990	SHIRTS - SUMMER PROGRAMS: VOLLE	1.84
64802	8/23/2016	005240 KENNY STRICKLAND, INC	7232252	005839	OIL	47.47
64803	8/23/2016	005295 KONICA MINOLTA	9002629252	005991	ACCT 1165535 BIZHUB C554/COPIES 7/	47.47
64804	8/23/2016	001949 LARRY GREEN AUTO CENTER INC	5018493	005862	CG	409.09
64805	8/23/2016	003135 LARRY GREEN FORD INC.	6060466	005953	REPAIR SERVICE	409.09
64806	8/23/2016	002150 LAW OFFICES OF JONES & MAYER	78565	005992	LEGAL SERVICES 7/2016	269.39
64807	8/23/2016	001460 LAWSON PRODUCTS INC	9304256389	005790	SUPPLIES	269.39
64808	8/23/2016	004231 MUNICIPAL MAINTENANCE EQUIP	0111983-IN	005788	PARTS	576.84
				Total :		576.84
				Total :		576.84
				Total :		98.00
				Total :		98.00
				Total :		17,867.33
				Total :		17,867.33
				Total :		751.38
				Total :		751.38
				Total :		507.93

Bank code :	union				Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor						
64808	8/23/2016	004231	004231	MUNICIPAL MAINTENANCE EQUIP				
64809	8/23/2016	005294	O'REILLY AUTOMOTIVE STORES INC		2758-440219 2758-440265 2758-440777	005848 005848 005848	PARTS PARTS PARTS	507.93 15.81 72.81 17.53 106.15
64810	8/23/2016	003330	PALO VERDE COMMUNITY COLLEGE		11032016	005993	RENTAL FEES FOR THEATER/CUSTOD	1,380.00 1,380.00
64811	8/23/2016	000201	PALO VERDE VALLEY TIMES INC		00019668 0019668	005922 005837	N & S BROADWAY- IMPROV PROJECT 14TH AVE-LOVEKIN TO BROADWAY IMI	471.72 443.80 915.52
64812	8/23/2016	005009	PARKER OIL PRODUCTS, INC		70512	005774	GASOLINE / OIL- EQUIPMENT	196.98 196.98
64813	8/23/2016	000988	PRUDENTIAL OVERALL SUPPLY		22282547 22282555 22284234 22284235	005952 005952 005952 005952 005952	MATS & TOWELS UNIFORM SERVICE MATS & TOWELS UNIFORM SERVICE	19.38 106.13 23.11 81.48
64814	8/23/2016	000213	QUILL CORPORATION		22284245 22285852 22285854 22287803 22287804 22287814	005952 005952 005952 005952 005952 005952	MATS & TOWELS MATS & TOWELS UNIFORM SERVICE MATS & TOWELS UNIFORM SERVICE MATS & TOWELS	30.69 24.99 134.75 23.11 57.49 30.69 531.82
					7329993	005722	DEPARTMENTAL SUPPLIES	70.13
					7699567	005722	DEPARTMENTAL SUPPLIES	23.75
					7712535	005789 005789 005789	DEPARTMENTAL SUPPLIES DEPARTMENTAL SUPPLIES DEPARTMENTAL SUPPLIES	407.87
							Total :	501.75

Voucher	Bank code :	union	Date	Vendor	Invoice	PO #	Description/Account	Amount
64825			8/23/2016	000247	000247 THE GAS COMPANY			
64826			8/23/2016	000426	THE PRESS ENTERPRISE			
					1100199821	005921	ADVERTISEMENTS - IFP BROADWAY S	205.79
					1100199821	005838	ADVERTISEMENTS - IFP 14TH AVE REF	933.80
						005838		887.80
64827			8/23/2016	003324	ULINE	005942	LATEX GLOVES	1,821.60
64828			8/23/2016	000266	UNDERGROUND SERVICE ALERT/SC	005919	DIG ALERT TICKETS 7/2016	280.75
64829			8/23/2016	002392	US BANK	005946	CITY HALL/COUNTY COURTHOUSE PR	280.75
64830			8/23/2016	003035	VERIZON WIRELESS	006000	WIRELESS SERVICE 6/14-7/13/2016	39.00
64831			8/23/2016	000278	WEEKS PRINTING			39.00
					25822	005719	BUSINESS CARDS - P COSENTINI	268,187.50
					25842	005719	NAME PLATES - P COSENTINI	75.60
					25843	005863	PRINTS - REC CENTER BLUEPRINTS	34.56
								8.81
64832			8/23/2016	005011	WILLDAN FINANCIAL SERVICES	005866	PROFESSIONAL SERVICES - ANNUAL I	118.97
64833			8/23/2016	006727	BLACK, EGAN			6,704.80
64834			8/23/2016	006728	CLODFELTER, RACHELLE			6,704.80
64835			8/23/2016	006725	DE FRANCESCO, GEORGE			55.44
64836			8/23/2016	006730	EVANS, ASHLEY			55.44
					Ref000187717		UB Refund Cst #019809	15.49
					Ref000187718		UB Refund Cst #020586	15.49
					Ref000187714		UB Refund Cst #006820	86.39
					Ref000187721		UB Refund Cst #020818	86.39
								60.63

Bank code : union

Voucher _____ Date _____ Vendor _____
CLAIMS VOUCHER APPROVAL

Invoice

PO #

Description/Account

Amount

WE, THE UNDERSIGNED OFFICERS OF THE CITY OF BLYTHE, CA DO
HEREBY CERTIFY THAT THE WARRANTS NUMBERED 64753 - 64832
AND THE UTILITY BILLING REFUND WARRANTED NUMBERED
64833 - 64843 ARE HEREBY APPROVED IN THE AMOUNT OF
\$908,825.91 ON THIS 13th DAY OF SEPTEMBER, 2016.

INTERIM DIRECTOR OF FINANCE

CHRISTA ELMS

MAYOR

JOSEPH DECONINCK

VICE-MAYOR

TIM WADE

COUNCILMAN

OSCAR GALVAN

COUNCILMAN

DALE REYNOLDS

COUNCILMAN

ERIC EGAN

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64844	9/6/2016	006381 ASSURANT EMPLOYEE BENEFITS	5475145		DENTAL, VISION, LIFE, STD, PREMIUM	6,243.17
					Total :	6,243.17
64845	9/6/2016	005923 CALIFORNIA PUBLIC EMPLOYEES'	2100		HEALTH BENEFITS - ALL EMPLOYEES	115,082.25
					Total :	115,082.25
64846	9/13/2016	006736 360 SOLAR ENERGY, INC	B1607-031	006023	REFUND OF PANEL UPGRADE FEE FOI	24.40
					Total :	24.40
64847	9/13/2016	002766 AIRWAVE BROADBAND WIRELESS	76204	005768	BUSINESS PHONE SERVICE 9/1-10/1/2/	86.60
					Total :	86.60
64848	9/13/2016	000025 ALMQUIST BLYTHE AUTO PARTS INC	219176	005963	PARTS/SUPPLIES	235.94
					Total :	235.94
64849	9/8/2016	005289 AYRES SUITES	104186	006027	LODGING - J DOMINGUEZ - 9/12-9/13/2/	102.79
					Total :	102.79
64850	9/13/2016	005289 AYRES SUITES	104187	006028	LODGING - T MORRISON 10/17-10/18/2/	102.79
					Total :	102.79
64851	9/13/2016	006243 BRUCE BOWER INVESTIGATIONS	16-033	005968	EMPLOYMENT BACKGROUNDS - D KID	1,860.16
					Total :	1,860.16
64852	9/13/2016	004804 CITY OF BLYTHE	AUG 2016		AMOUNT BILLED TO CUSTOMERS 8/20	33,822.00
					Total :	33,822.00
64853	9/13/2016	000667 CITY OF BLYTHE:WATER UTILITIES	AUG 2016	005965	WATER/SEWER BILLING - CITY FACILIT	4,558.60
					Total :	4,558.60
64854	9/13/2016	003753 COE, JOSHUA	100916	006029	PER DIEM - 10/9-10/12/2016	170.00
					Total :	170.00
64855	9/13/2016	006514 COLLINS COLLINS MUIR	4303803	006012	JUDGEMENTS AND SETTLEMENTS	3,352.00
			4303815	006012	JUDGEMENTS AND SETTLEMENTS	4,189.97
			4303893	006012	JUDGEMENTS AND SETTLEMENTS	2,993.50

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : union						
64864	9/13/2016	005996	005996 DE LAGE LANDEN PUBLIC FINANCE			
			9592	005867	STREET SUPPLIES	489.30
64865	9/13/2016	002474	DISPENSING TECHNOLOGY CORP	005867	STREET SUPPLIES	1,008.80
			9603			3,008.96
						4,017.76
64866	9/8/2016	006093	DOMINGUEZ, JAKE	006030	PER DIEM - 9/13-9/15/2016	155.00
64867	9/8/2016	006738	DOUBLETREE BY HILTON NEWARK	006055	LODGING - J COE - 10/9-10/12/2016	155.00
64868	9/13/2016	006409	DUNCAN, STAN			413.25
			B1606-002			413.25
			B1607-009			785.18
64869	9/13/2016	000016	E S BABCOCK & SONS INC		REFUND OF UNUSED PLAN CHECK DE	1,244.59
					REFUND OF UNUSED PLAN CHECK DE	2,029.77
						45.00
			BH61355-0040	005766	TESTING SERVICES	176.50
			BH61356-0040	005766	TESTING SERVICES	15.00
			BH61514-0040	005766	TESTING SERVICES	60.00
			BH616915-0040	005766	TESTING SERVICES	265.75
			BH61910-0040	005766	TESTING SERVICES	59.50
			BH62272-0040	005766	TESTING SERVICES	30.00
			BH62273-0040	005766	TESTING SERVICES	90.00
			BH62587-0040	005766	TESTING SERVICES	45.00
			BH62588-0040	005766	TESTING SERVICES	161.50
			BH62589-0040	005766	TESTING SERVICES	206.25
			BH62637-0040	005766	TESTING SERVICES	76.50
			BH62638-0040	005766	TESTING SERVICES	1,291.00
			BH62695-0040	005766	TESTING SERVICES	
64870	9/13/2016	003378	EMPIRE SOUTHWEST	006010	SUPPLIES	9.73
				006025	PARTS	43.30
						53.03
64871	9/13/2016	000547	ESGIL CORPORATION		PLAN CHECK FEES 7/1-7/31/2016	1,219.01
			07164725			1,219.01

Bank code :	union			Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor					
64883	9/13/2016	003154	003154 HD SUPPLY WATERWORKS LTD				
				3280430826	006033		
64884	9/8/2016	006630	HILTON GARDEN INN			LODGING - J DOMINGUEZ - 9/13-9/15/21	134.62
						Total :	201.26
64885	9/13/2016	006630	HILTON GARDEN INN			LODGING - T MORRISON - 10/18-10/20/	201.26
						Total :	201.26
64886	9/13/2016	001606	HUDSON, VALERIE			REIMBURSEMENT - CAPE TRAINING D.	45.00
						Total :	45.00
64887	9/13/2016	006696	HURTADO, MANUEL			PER DIEM - M HURTADO 10/24-10/28/2016	245.00
						Total :	245.00
64888	9/13/2016	006741	HYDUJKE, NED			REFUND OF UNUSED PLAN CHECK FU	108.15
						Total :	108.15
64889	9/13/2016	000150	INLAND BUILDERS SUPPLY INC			SUPPLIES	458.44
				565029	006005	SUPPLIES	18.28
				565122	006005	PARTS / SUPPLIES	68.05
				565589	005961	PARTS / SUPPLIES	53.95
				565600	005961	PARTS / SUPPLIES	6.48
				566237	005961	PARTS / SUPPLIES	330.47
				566433	005961	MISC SUPPLIES/PARTS FOR BOARDIN	560.18
				566524	005984	PARTS / SUPPLIES	26.18
				566542	005961	PARTS / SUPPLIES	29.19
				566555	005961	MISC SUPPLIES/PARTS FOR BOARDIN	41.20
				566630	005984	MISC SUPPLIES/PARTS FOR BOARDIN	9.71
				566694	006009	MISC SUPPLIES/PARTS FOR BOARDIN	28.81
				566752	006009	MISC SUPPLIES/PARTS FOR BOARDIN	-113.88
				566787	005984	SUPPLIES	5.38
				567124	006005	SUPPLIES	56.13
				567440	006005	SUPPLIES	153.73
				567456	006005	SUPPLIES	21.58
				567490	006005	SUPPLIES	1,753.88
64890	9/13/2016	004956	JAKOBSEN, ROBERT			PER DIEM - 10/17-10/21/2016	245.00
						Total :	
				101716	006036		

Bank code : union											
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount					
64890	9/13/2016	004956 JAKOBSEN, ROBERT	P06906	006060	SUPPLIES	245.00	Total :				
64891	9/13/2016	000158 JORDAN IMPLEMENT CO	S06396	005978	TRACTOR REPAIR	120.57					
64892	9/13/2016	000159 K MART	4188	005915	PROGRAM SUPPLIES	5,227.30	Total :				
				005915		5,347.87					
64893	9/13/2016	000704 KENNETH GRANT LUCERO	1533	006018	PROFESSIONAL SERVICES	162.11	Total :				
64894	9/13/2016	001949 LARRY GREEN AUTO CENTER INC	5018635	005979	PARTS	700.00	Total :				
64895	9/8/2016	003197 LEAPS PX	272	006057	ACADEMY SUPPLIES/GEAR BAG - D KI	177.06	Total :				
				006057		398.52					
64896	9/13/2016	006418 LEON, MARIO	100216	006071	PER DIEM 10/2-10/5/2016	155.00	Total :				
			32826979	006071	LODGING 10/2-10/5/2016	297.00	Total :				
64897	9/13/2016	001286 MC CROMETER INC	482477	005914	WATER METER REPAIR/MAINTENANCE	452.00	Total :				
						1,797.74	Total :				
64898	9/13/2016	006048 MORRISON, TOM	101816	006037	PER DIEM - 10/18-10/20/2016	155.00	Total :				
64899	9/13/2016	004231 MUNICIPAL MAINTENANCE EQUIP	0112337-IN	005943	PARTS FOR JET RODDER	492.18	Total :				
			0112649-IN	005943	PARTS FOR JET RODDER	208.67	Total :				
64900	9/13/2016	002559 NEWMAN TRAFFIC SIGNS	TI-0301240	005976	STREET SIGN PARTS	700.85	Total :				
			TI-0301387	005931	SIGN SUPPLIES	71.88	Total :				
						440.05	Total :				
						511.93					

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64901	9/13/2016	003181 NORTHERN SAFETY CO INC	902060327	005957	SAFETY SUPPLIES	538.19
64902	9/13/2016	005294 O'REILLY AUTOMOTIVE STORES INC	2758-441788	005927	PARTS	30.56
			2758-442082	005927	PARTS	30.01
			2758-442143	005927	PARTS	185.58
			2758-443472	005927	PARTS	79.26
			2758-443473	005927	PARTS	69.11
					Total :	394.52
64903	9/13/2016	000213 QUILL CORPORATION	8122193	005969	PRINTER SUPPLIES	238.13
			8247877	005959	PW SUPPLIES	38.87
			8255984	005959	PW SUPPLIES	21.16
			8575004	005986	WTF VMWTP SUPPLIES	526.47
			8617125	006004	EASEL PADS	51.83
					Total :	876.46
64904	9/13/2016	000216 RAMSEY INTERNATIONAL	76325	006019	RAMSEY TOWING - EVIDENCE COLLEC	85.00
64905	9/13/2016	000315 RDO EQUIPMENT CO	P10809	005997	PARTS	677.58
			P10993	005997	PARTS	131.01
					Total :	808.59
64906	9/8/2016	001564 RIVERSIDE CNTY SHERIFFS DEPT	091316	006038	24-HR PERISHABLE SKILLS TRAINING	160.00
64907	9/8/2016	001564 RIVERSIDE CNTY SHERIFFS DEPT	200BLYTHE	006020	BASIC ACADEMY - D KIDD	160.00
64908	9/13/2016	001564 RIVERSIDE CNTY SHERIFFS DEPT	101816	006045	24-HR PERISHABLE SKILLS TRAINING	1,412.00
					Total :	1,412.00
64909	9/13/2016	002723 RIVERSIDE CNTY SHERIFFS DEPT	SH0000028857	005970	FY 2016/2017 MEMBER AGENCY ASSE	18,909.00
64910	9/13/2016	000627 S & S WORLDWIDE, INC	9217160	005841	ARTS & CRAFTS SUPPLIES	18,909.00
					Total :	408.05

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64923	9/13/2016	003035	003035 VERIZON WIRELESS			
64924	9/13/2016	000278	WEEKS PRINTING			
			25869	006022	REC CENTER SUPPLIES	50.22
			25900	005967	CENTENNIAL ENVELOPES	425.52
					Total :	959.01
					Bank total :	246,022.80
					Total vouchers :	246,022.80

81 Vouchers for bank code : union

81 Vouchers in this report

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

CLAIMS VOUCHER APPROVAL

WE, THE UNDERSIGNED OFFICERS OF THE CITY OF BLYTHE, CA DO
 HEREBY CERTIFY THAT THE WARRANTS NUMBERED 64844-64924
 ARE HEREBY APPROVED IN THE AMOUNT OF \$246,022.80 ON THIS
 13th DAY OF SEPTEMBER, 2016.

CHRISTA ELMS INTERIM DIRECTOR OF FINANCE

JOSEPH DECONINCK MAYOR

TIM WADE VICE MAYOR

OSCAR GALVAN COUNCILMAN

ERIC EGAN COUNCILMAN

DALE REYNOLDS COUNCILMAN

CITY OF BLYTHE

PAYROLL LISTING

Pay period 07/29/2016 to 08/11/2016

Payday 08/19/2016

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 48568 to 48595 and Direct Deposits numbered 37419 to 37474 are hereby approved in the amount of \$236,323.23 this 13th day of September 2016.


Interim Director of Finance

Mayor De Coninck

Vice Mayor Wade

Councilman Galvan

Councilman Egan

Councilman Reynolds

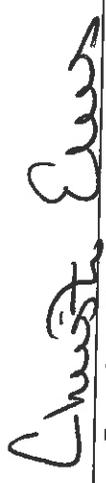
CITY OF BLYTHE

PAYROLL LISTING

Pay period 08/01/2016 to 08/31/2016

Payday 09/02/2016

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 48596 to 48605 and Direct Deposits numbered 37475 to 37574 are hereby approved in the amount of \$59,856.27 this 13th day of September 2016.


Interim Director of Finance

Mayor De Coninck

Vice Mayor Wade

Councilman Galvan

Councilman Egan

Councilman Reynolds

CITY OF BLYTHE

PAYROLL LISTING

Pay period 08/12/2016 to 08/25/2016

Payday 09/02/2016

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 48606 to 48635 and Direct Deposits numbered 37575 to 37630 are hereby approved in the amount of \$242,779.61 this 13th day of September 2016.


Interim Director of Finance

Mayor De Coninck

Vice Mayor Wade

Councilman Galvan

Councilman Egan

Councilman Reynolds

Minutes of the Blythe City Council
August 9, 2016

The August 9, 2016 Meeting of the Blythe City Council was called to order at 6:00pm in the Council Chambers by Mayor DeConinck. Also in attendance were Vice Mayor Wade and Council Members Galvan and Reynolds. Councilman Egan was excused from the meeting. Staff in attendance included: City Manager Cosentini, City Clerk and Deputy Administrative Services Director 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.

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

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

No public comment. Mayor DeConinck abstained from voting on Item #4 as he was absent from the July 12th Meeting. Vice Mayor Wade moved approval of the Consent Calendar. The motion was seconded by Councilman Galvan with a unanimous aye vote.

NEW BUSINESS:

Mayor's Attendance at the July 12th Metropolitan Water District Board Meeting. Mayor DeConinck reported I attended MWD on July 12th and spoke during Public Comment. I explained that Blythe has concerns over MWD buying more property in Blythe to save or move water. I mentioned we have 580 fewer kids in our schools since the following program started. I shared my concerns that they would put someone on the ballot. They were nice and allowed me to speak longer than 3 minutes as I was not on the Agenda. The voting system is based on the each member City's population. We met the Board Members before the meeting and after the meeting I met with their staff. They are after the water and there may be issues with PVID. Five of their Board Members came to our Centennial to recognize Blythe. There is an open dialogue there and we can work with them, but they will try to get more water. PVID was not represented there, but I did let them know I was attending the meeting

No public comment. The report was received and filed.

E. Barnard St. Rehabilitation Project- Change Orders. Public Works Director Baldizzone reported this project was approved by Council on November 10, 2015. The project was completed in June of 2016 after a delay from construction errors. Two change orders in the amount of \$30,982.96 were necessary to complete the project. The first change order in the amount of \$12,007.46 included the removal and reconstruction of 326 sq. ft. of sidewalk and 126 linear ft. of curb. Change order No. 2 in the amount of \$18,975.50 included the construction and addition of 40 linear feet on N. 3rd Street to accommodate the transition of the intersection of Barnard and 3rd Street. The original contract amount was \$777,777 and the amount of these change orders are 4% of the project. Staff recommends approval of these change orders as they exceed \$10,000.

Vice Mayor Wade asked if this had anything to do with their screw up on this road. It was reported it did not.

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

Traffic Signal Rehabilitation Project. Public Works Director Baldizzone reported last year there were issues with the traffic signals at the intersection of Broadway and Chanslorway. We contacted Econolight to study six intersections in the City. The equipment was found to be obsolete. Staff then requested the equipment necessary to bring the intersections up to standard. The project was more than the limits of staff's authority. We are now training in house and will no longer need Econolight to fix our traffic signals. It is recommended Council authorize a purchase order in the amount of \$42,297.15 to Econolight.

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

West Barnard Strom Drain Project. Public Works Director Baldizzone reported there was a line item in the budget allocated for a traffic study. Staff did not feel it would be done in the near future. Staff decided to use those funds to instead design a repair for the storm drain at West Barnard and Lovekin as the intersection floods every time it rains. Two companies submitted

proposals with the lower proposal received from The Holt Group. We had 45 days to get the design completed in the 2015/16 budget year so I moved forward. The design is complete and the City has another project on the shelf for the new budget year.

Councilman Galvan stated this is something that should have been done years ago.

Councilman Reynolds stated the residents on Lovekin will be very happy when this project is complete.

Mayor DeConinck asked if the issue was the line or pumps not keeping up with flow. It was reported pumps could not keep up with flow. The study determined the collection system is not adequate to handle the water. The project consists of creating underground storage to hold the water until it can be pumped away.

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

Council Goals. City Manager Cosentini reported during contract negotiations it was decided we would have a goals process for the Manager and Council which will be the basis of the annual evaluation. It's a little different than Strategic Planning, as that is immediate for the next 12 months of the budget. This is more Council and Community oriented. I will make recommendations to Council based on my experience and those include: economic development, immediate new revenue streams and growth. What I am look for tonight is Council's buy in on the process and setting a date when all five of you can attend. Each Councilman will put forward a goal for the Council's consideration. Once we have about 15-20 goals we will go through two voting processes. The first will make sure the items on the list have a majority consensus from Council. If it does, it remains on the list, if it doesn't it falls off. The remaining list will then be ranked by Council as the most to least important. After we get the Council's priority list, staff will evaluate each one to see if it can be accomplished in the current budget. If not, it goes to a different list. There will be two lists, one we can do in the current budget and the second will be items that need additional funding. We will bring these projects back with options to see what Council is comfortable with. I am looking for the approval of this process or a variation of it.

No public comment. Councilman Galvan moved to set August 30th contingent on Councilman Egan's participation. The motion was seconded by Councilman Reynolds with a unanimous aye vote.

ORAL REPORTS: None

PUBLIC COMMENT: None

MEMBER COMMENT:

Councilman Reynolds asked for an update on the Todd Park Well project. It was reported by the 11th or 12th of August, Todd Park will be irrigated with non-potable water.

Councilman Galvan asked with school starting if we should cut the water down at the Splash Pad to weekends only.

Mayor DeConinck thanked staff and everyone involved in the Centennial Celebration.

Councilman Reynolds reported on our visitors for Louisiana, Blythe Breaux and her family who came for the Centennial.

ADJOURN:

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

Joseph DeConinck, Mayor

ATTEST:

Mallory Crecelius, City Clerk

Minutes of the Blythe City Council
August 30, 2016

The August 30, 2016 Special Meeting of the Blythe City Council was called to order at 6:00pm in the Council Chambers by Mayor DeConinck. Also in attendance were Vice Mayor Wade and Council Members Galvan, Reynolds and Egan. Staff in attendance included: City Manager Cosentini, City Clerk and Deputy Administrative Services Director 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 Mayor DeConinck. The invocation was offered by Councilman Galvan.

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

1. **Posting of the Agenda.**

The summary of agenda items were posted on the bulletin boards on the outside of the public entrance to the Council Chamber and near the inside entrance of the Council Chamber on Friday, August 26, 2016.

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

CONTINUED BUSINESS:

Council Goals. City Manager Cosentini reported tonight we will go through the Goals process agreed upon by Council at the August 9th meeting. The first step is to give Council the benefit of my experience and my initial review of the City is we should focus on new revenue stems, economic development and prepare for growth. In addition we need personnel rules and regulations. The second step is selection of the goals. We will go around the Council a few times until we get 15-20 goals. The third step is to have Council rank the goals individually. If a goal gets three or more votes it remains on the list. From that list Council will rank the goals from most to least important. The goals will then be assigned a weighted average. After the goals are prioritized, staff will do a funding evaluation. Staff will bring the final list back to Council for adoption.

Mayor DeConinck asked for public comment prior to Council selecting goals.

Charles Bush of 2637 Colorado River Rd. introduced himself as the new PVUSD Superintendent. He would like Council to keep in mind that the school and city have a lot of really good reasons to work together here. We need to prepare for growth just as much as the City does. My hope is we can build a good partnership.

Steve Dir of 631 Seville Ln. stated you want people to come to Blythe; but look around its terrible. We need clean up along the freeway. Quechan Park is a mess; we are blowing it with river traffic. I am still mad about the trash situation. Look at all of the trash cans in front of houses where we used to have alley access. The trash should go in the alley.

Mayor DeConinck stated we are working on a permit to do some dredging at Quechan Park. We are working on these property issues, but for the City to clean it up, we need money to do so. Caltrans has been working on the freeway, it's not 100% yet, but they are working on it.

Charles Hull of 431 Alice Ln. stated we need to clean up for the Centennial and Homecoming festivities. The infrastructure is crumbling. The freeway right of way is horrible but it's a slow process. It's time for us to take pride in our community and we should entice homeowners to clean up their properties. We had a Keep Blythe Beautiful Campaign and its time to resurrect that.

Rosie Gonzales of 24801 Neighbors Blvd. stated all you hear from travelers is how filthy the town is. We need more manpower to clean the City. What do we need to do to get a few more people to clean the City? Could the town work with the court to get community service workers or with the prison for labor crews?

Council selected the following goals:

Goal:	Selected By:
1. Grant Writer	Councilman Galvan
2. Additional Staff	Councilman Galvan
3. Quechan Cleaning and Dredging	Councilman Egan
4. Prison Worker Program	Mayor DeConinck
5. Freeway Clean up/beautification	Vice Mayor Wade
6. TOT Tax Increase	Councilman Reynolds
7. Adopt a Park Program	Councilman Egan
8. Work with State on Water Conservation Mandates	Mayor DeConinck
9. Resources to address Transient Problems	Vice Mayor Wade
10. Economic Development/Direct Prospecting	Councilman Reynolds
11. Cap and Trade Funding	Councilman Galvan
12. Master Plans for Water/Sewer/Parks/Drainage	Councilman Egan
13. New Equipment for Public Works	Mayor DeConinck
14. Abatement Money for blighted buildings	Vice Mayor Wade
15. Street Improvement	Councilman Reynolds
16. Development Impact Fees	Councilman Galvan
17. Inducements to replace RDA	Councilman Egan
18. Get MWD to participate	Mayor DeConinck
19. Clean up Day prior to Centennial	Councilman Reynolds
20. Streamline Development Process	Councilman Egan
21. CIF Grants	Councilman Galvan
22. General Plan Amendment	Councilman Egan
23. Prison retention Bonus	Mayor DeConinck
24. Fee for Service Study	Councilman Reynolds
25. Lighting and Landscape Districts	Councilman Reynolds
26. Sales Tax Ballot Measure	Councilman Reynolds

Council was given 20 stickers each and asked to individually rank the goals. The goals with three or more votes from Council would move on to the next round. Goals that do not receive three or more votes will not move forward in the process.

Councils Top 20 Goals:

1. Grant Writer
2. Additional Staff
3. Quechan Cleaning and Dredging
4. Prison Worker Program
5. Freeway Clean up/Beautification
6. TOT Tax
7. Work with State on Water Conservation targets
8. Resources to address Transient Problems
9. Economic Development/Direct Prospecting
10. Cap and Trade Funding
11. Master Plan for Water/Sewer/Parks/Drainage
12. Abatement Money
13. Street Improvement
14. Development Impact Fees
15. Clean up Day prior to Centennial
16. Streamline Development Process
17. CIF Grants
18. Prison Retention Bonus
19. Fee for Service Study
20. Lighting and Landscape District

The list was read into the record by the City Clerk. Council was given the list of 20 goals and asked to rank them from 1-20, with 1 being the most important and 20 being the least important. Once the scoring sheets are returned the goals will be given a weighted average and presented at the next meeting along with a scope of work for each goal.

ORAL REPORTS: None

PUBLIC COMMENT: None

MEMBER COMMENT: None

ADJOURN:

The City Council meeting was adjourned at 7:42pm.

Joseph DeConinck, Mayor

ATTEST:

Mallory Crecelius, City Clerk

City of Blythe
PERMITS ISSUED
For the Period 8/1/2016 thru 8/31/2016

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1608-043 8/30/2016	DEMO-INT	470 NORTH NINTH STREET 851032019	CHAUVIN & JUDYTH BELILE BERKEY CONSTRUCTION	5,000.00	47.00	47.00
8/30/2016 8/30/2016	ISSUED	Permit Name				
Total for: DEMO-INT				5,000.00	47.00	47.00

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1608-006 8/24/2016	ELEC SOLAR	702 OLIVE LAKE BOULEVARD 833210031	FAUBION & MEYER ET AL SOLARCITY CORPORATION	24,011.65	105.75	105.75
8/3/2016 8/23/2016	ISSUED	Permit Name ROOF SOLAR				
B1607-032 8/18/2016	ELEC SOLAR	1317 WEST BARNARD STREET 836154022	REYES & MARQUEZ 360 SOLAR ENERGY	9,000.00	208.00	208.00
7/29/2016 8/18/2016	ISSUED	Permit Name ROOF SOLAR				
B1607-033 8/18/2016	ELEC SOLAR	370 SOUTH SIXTH STREET 848171025	HIPOLITO SOSA 360 SOLAR ENERGY	10,000.00	234.10	234.10
7/29/2016 8/18/2016	ISSUED	Permit Name ROOF SOLAR				
B1608-009 8/10/2016	ELEC	219 EAST CHAPARRAL DRIVE 842192011	JUAN S TORRES JPE ENTERPRISES INC	2,000.00	68.50	68.50
8/5/2016 8/8/2016	ISSUED	Permit Name PANEL UPGRADE				
B1608-005 8/8/2016	ELEC	519 EAST MURPHY STREET 845162014	LEAFWORKS JOHNSON CYLE ELECTRIC INC	1,000.00	62.88	62.88
8/2/2016 8/8/2016	FINALED	Permit Name Repair Storm Damage				
B1608-027 8/31/2016	ELEC SOLAR	1365 WEST MICHIGAN STREET 836152004	JOSE & VELLA GODINEZ 360 SOLAR ENERGY	25,000.00	209.60	209.60
8/18/2016 8/30/2016	ISSUED	Permit Name ROOF SOLAR				
B1607-030 8/23/2016	ELEC SOLAR	545 NORTH SIXTH STREET 842125005	HARRIETT RALSTON SUNCREST SOLAR INC	15,000.00	104.85	104.85
7/29/2016 8/15/2016	ISSUED	Permit Name ROOF SOLAR				
B1607-031 8/18/2016	ELEC SOLAR	1326 WEST SAN GORGONIO ST 836154004	JOSE & LAURA VICTORIA 360 SOLAR ENERGY	9,000.00	214.10	214.10
7/29/2016 8/18/2016	ISSUED	Permit Name ROOF SOLAR				
B1608-004 8/24/2016	ELEC SOLAR	626 BELL LANE 869363010	SOCORRO A GARZA SOLARCITY CORPORATION	18,155.00	105.17	105.17
8/1/2016 8/23/2016	ISSUED	Permit Name ROOF SOLAR				
B1607-034 8/22/2016	ELEC SOLAR	2310 DEKENS COURT 821170059	WAYMEN & CAROLYN DEKEN HOSOPO CORPORATION	39,000.00	195.50	195.50
7/29/2016 8/18/2016	ISSUED	Permit Name ROOF SOLAR & UPGRADE				
B1608-018 8/24/2016	ELEC SOLAR	401 SAGE BRUSH STREET 851172014	MANUEL & JORDAN LUNA HOSOPO CORPORATION	27,000.00	151.50	151.50
8/10/2016 8/23/2016	ISSUED	Permit Name ROOF MOUNT SOLAR				
B1608-019 8/24/2016	ELEC SOLAR	461 NORTH SOLA AVENUE 851022004	ANDREW & MARY JOHNSTON HOSOPO CORPORATION	30,000.00	112.10	112.10
8/10/2016 8/23/2016	ISSUED	Permit Name ROOF MOUNT SOLAR				

City of Blythe
PERMITS ISSUED

For the Period 8/1/2016 thru 8/31/2016

B1608-024 8/24/2016 8/18/2016 8/23/2016	ELEC SOLAR ISSUED	337 EARLE STREET 851142020 Permit Name ROOF SOLAR	BOBBY JOE & JEANENE MANI SOLARCITY CORPORATION	21,083.00	105.46	105.46
B1608-029 8/24/2016 8/23/2016 8/23/2016	ELEC SOLAR ISSUED	1086 LA PALMA STREET 839034003 Permit Name ROOF SOLAR & UPGRADE	ROBERT & TONYA JAKOBSEN ANDREW LEWIS CONSTRUCTI	35,000.00	127.70	127.70
B1608-021 8/25/2016 8/10/2016 8/23/2016	ELEC SOLAR ISSUED	219 EAST CHAPARRAL DRIVE 842192011 Permit Name ROOF SOLAR & UPGRADE	JUAN S TORRES PETERSEN-DEAN INC	37,000.00	147.21	147.21
B1608-028 8/25/2016 8/23/2016 8/23/2016	ELEC SOLAR ISSUED	531 NORTH NINTH STREET 857076004 Permit Name ROOF SOLAR	FERNANDO O AGUILAR 360 MANAGEMENT GROUP INC	29,000.00	141.35	141.35
B1608-023 8/31/2016 8/12/2016 8/30/2016	ELEC SOLAR ISSUED	1381 BRUCE COURT 836171018 Permit Name ROOF SOLAR	LINA ESCOBEDO 360 SOLAR ENERGY	10,000.00	208.10	208.10
B1608-022 8/31/2016 8/12/2016 8/30/2016	ELEC SOLAR ISSUED	1334 SAN GORGONIO STREET 836154005 Permit Name ROOF SOLAR	LUIS & MARTHA CELAYA 360 SOLAR ENERGY	10,000.00	203.35	203.35
B1608-020 8/24/2016 8/10/2016 8/23/2016	ELEC SOLAR ISSUED	461 NORTH SOLA AVENUE 851022004 Permit Name NEW 225 AMP PANEL	ANDREW & MARY JOHNSTON MYERS ELECTRIC CO	1,800.00	55.00	55.00
Total for: ELEC				353,049.65	2,760.22	2,760.22

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1607-019 8/8/2016 7/20/2016 7/20/2016	MECH ISSUED	641 NORTH NINTH STREET 857064003 Permit Name	OLGA SIAS JOHN HARRISON CONTRACTI	3,000.00	50.50	50.50
B1608-007 8/8/2016 8/4/2016 8/4/2016	MECH ISSUED	146 NORTH PALM DRIVE 845113013 Permit Name	GOMEZ ET AL JOHN HARRISON CONTRACTI	3,000.00	50.50	50.50
B1607-017 8/8/2016 7/20/2016 7/20/2016	MECH ISSUED	412 EAST CHAPARRAL DRIVE 842200016 Permit Name	MANUEL C & GUADALUPE RA JOHN HARRISON CONTRACTI	3,000.00	50.50	50.50
B1607-016 8/8/2016 7/20/2016 7/20/2016	MECH ISSUED	341 OASIS STREET 842161010 Permit Name	ANA L GUZMAN JOHN HARRISON CONTRACTI	3,000.00	50.50	50.50
B1607-018 8/8/2016 7/20/2016 7/20/2016	MECH ISSUED	565 GATEWAY STREET 869431009 Permit Name	VIVIAN A SCOTT JOHN HARRISON CONTRACTI	3,000.00	50.50	50.50
Total for: MECH				15,000.00	252.50	252.50

Permit No./Issued

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

For the Period 8/1/2016 thru 8/31/2016

B1605-043 8/23/2016 5/23/2016 7/19/2016	OTHER ISSUED	345 NORTH THIRD STREET 845073005 Permit Name INTERIOR REMODEL	DESERT LEARNING CENTER IN MARK A TEMPLE CONSTRUCT	25,000.00	999.25	999.25
B1608-016 8/26/2016 8/26/2016 8/26/2016	OTHER ISSUED	2449 FLORENCE BOULEVARD 824191006 Permit Name REROOF & PAINT	ALEJANDRO & PAULA GARCIA M S CONSTRUCTION	4,800.00	112.87	112.87
B1605-031 8/10/2016 5/18/2016 8/8/2016	OTHER ISSUED	625 WEST RICE STREET 848022031 Permit Name INTERIOR REPAIRS	625 WEST RICE TRUST UTD MEGABILT DEVELOPMENT	16,700.00	1,042.42	1,042.42
B1607-024 8/1/2016 7/26/2016 7/26/2016	OTHER FINALED	285 WEST CHANSLORWAY 842070004 Permit Name DRYWALL REPAIR/REPLACEMENT	MMS CHANSLOR LLC OWNER	4,500.00	297.07	297.07
B1608-015 8/17/2016 8/17/2016 8/17/2016	OTHER ISSUED	230 COTTONWOOD LANE 854080020 Permit Name	HOME EXPO FINANCIAL INC M & M PLUMBING	2,500.00	185.76	185.76
Total for: OTHER				53,500.00	2,637.37	2,637.37

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1606-047 8/12/2016 6/24/2016 6/28/2016	PATIO SOLID ISSUED	1086 LA PALMA STREET 839034003 Permit Name Demo 1 & Const 2 new	ROBERT & TONYA JAKOBSEN ANDREW LEWIS CONSTRUCTI	10,764.00	342.56	342.56
B1608-001 8/23/2016 7/29/2016 8/22/2016	PATIO ISSUED	2630 COLORADO RIVER ROAL 833370051 Permit Name GAZEBO	MICHAEL Mc ANDREW LIVING FERNANDOS AFFORDABLE FU	2,500.00	240.11	240.11
Total for: PATIO				13,264.00	582.67	582.67

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1608-003 8/1/2016 8/1/2016 8/1/2016	PLUMB FINALED	236 LEE STREET 842060010 Permit Name CONNECT TO CITY WATER	FOWLER ET AL OWNER	250.00	550.50	550.50
B1607-026 8/22/2016 7/26/2016 7/27/2016	PLUMB WATER HEATER FINALED	325 NORTH FIRST STREET 845071018 Permit Name WATER HEATER	CRYSTAL OBIOHA CRECELIUS INC	975.95	26.00	26.00
B1607-010 8/22/2016 7/15/2016 7/15/2016	PLUMB WATER HEATER FINALED	971 NORTH EUCALYPTUS AVE 839051002 Permit Name WATER HEATER	KIRK DAVIES CRECELIUS INC	977.64	26.00	26.00
B1607-013 8/22/2016 7/18/2016 7/18/2016	PLUMB WATER HEATER FINALED	1120 NORTH LOVEKIN BOULE 839021038 Permit Name WATER HEATER	PAUL & SANDRA GRUDOVICH CRECELIUS INC	928.22	26.00	26.00
B1607-014 8/22/2016 7/18/2016 7/18/2016	PLUMB WATER HEATER FINALED	943 EAST AVENUE A 851053007 Permit Name WATER HEATER	DOROTHY M GABLE CRECELIUS INC	979.85	26.00	26.00

City of Blythe
PERMITS ISSUED
For the Period 8/1/2016 thru 8/31/2016

B1608-045 8/30/2016 8/30/2016 8/30/2016	PLUMB WATER HEATER ISSUED	1251 EAST FOURTEENTH AVE 854060021 Permit Name WATER HEATER	MONTEREY OF BLYTHE LTD P AM PM PLUMBING GROUP INC	200.00	26.00	26.00
B1607-015 8/22/2016 7/20/2016 7/20/2016	PLUMB WATER HEATER FINALED	1031 SAN CARLOS STREET 839032006 Permit Name WATER HEATER	RIVERA ET AL CRECELIUS INC	1,293.41	26.00	26.00
Total for: PLUMB				5,605.07	706.50	706.50

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1608-013 8/12/2016 8/12/2016 8/12/2016	RERF TEAR OFF FINALED	351 COTTONWOOD LANE 854110004 Permit Name RESIDENTIAL REROOF	DAYNA MARIE & DIANE DUTT	9,300.00	183.46	183.46
B1608-011 8/9/2016 8/9/2016 8/9/2016	RERF TEAR OFF FINALED	338 NORTH ACACIA STREET 851142013 Permit Name TEAR OFF	SEDERSTROM & WELLMAN OWNER	5,000.00	112.90	112.90
B1608-010 8/9/2016 8/9/2016 8/9/2016	RERF TEAR OFF FINALED	420 NORTH FIRST STREET 845062009 Permit Name TEAR OFF	TERESA GOMEZ OWNER	3,000.00	84.75	84.75
Total for: RERF				17,300.00	381.11	381.11

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1605-058 8/19/2016 5/26/2016 8/18/2016	RES-ADD ISSUED	2170 WEST HOBSONWAY 824200005 Permit Name & RENOVATION	RICARDO & ERIKA LIMON OWNER	65,000.00	1,891.47	1,891.47
Total for: RES-ADD				65,000.00	1,891.47	1,891.47

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
RC1608-001 8/29/2016 8/15/2016 8/23/2016	RIVCOUNTY SOLAR ISSUED	18175 EUREKA DRIVE 818322005 Permit Name ROOF SOLAR & UPGRADE	JOSE & JOSEFINA TORRES MILHOLLAND ELECTRIC INC	15,150.00	685.17	685.17
RC1608-002 8/26/2016 8/17/2016 8/19/2016	RIVCOUNTY ISSUED	21120 NEIGHBOURS BLVD 866230004 Permit Name REMOVE-R	PEGGY S SEAY R & L WATKINS INC	10,000.00	177.60	177.60
RC1608-004 8/23/2016 8/23/2016 8/23/2016	RIVCOUNTY ISSUED	7372 SIXTH AVENUE 833060020 Permit Name AG REGISTRATION [2]	JAMES & MARGARET HEATH OWNER	10,000.00	63.20	63.20
RC1607-006 8/23/2016 7/25/2016 8/23/2016	RIVCOUNTY FINALED	18280 EVERGREEN DRIVE 818292003 Permit Name GROUND MOUNT SOLAR	SCOTT D OTTINGER AS ELECTRIC INC	12,000.00	606.16	606.16
RC1608-003 8/22/2016 8/22/2016 8/22/2016	RIVCOUNTY FINALED	1420 HIGHWAY 95 815302005 Permit Name ELECTRICAL	PVID JOHNSON CYLE ELECTRIC INC	1,500.00	178.60	177.60

City of Blythe
PERMITS ISSUED
For the Period 8/1/2016 thru 8/31/2016

Total for: RIVCOUNTY	48,650.00	1,710.73	1,709.73
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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>
B1605-037 8/1/2016	SFR	2650 COLORADO RIVER ROAD 833370055	RUSSELL & RENEE HANSON STAN DUNCAN	154,989.05	10,250.51	3,250.51
5/16/2016 7/26/2016	ISSUED	Permit Name				

Total for: SFR	154,989.05	10,250.51	3,250.51
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49 Permits Issued from 8/1/2016 Thru 8/31/2016

Total Valuation:	\$731,357.77
Total Fees:	\$21,220.08
Total Fees Paid:	\$14,219.08

City of Blythe
Permits Applications Received
For the Period 8/1/2016 thru 8/31/2016

Permit No.	Applied	Type	Subtype	Status	Site Address/Parcel No.	Applicant/Owner/Contractor
BP1608-001	8/5/2016	BURNPERMIT		FINALED	DESERT HORIZONS TRACT	SHORTY COLE DON B NORRIS
Permit Name 851-153-004 thru -018 & 851-152-011 thru 032						
Description: 851-153-004 thru -018 & 851-152-011 thru 032						
BP1608-002	8/17/2016	BURNPERMIT		FINALED	1295 EAST RICE STREET 854040031	SEANEA TALIAFERRO JESSOP FAMILY BUSINESS TRUST
Permit Name						
Description:						
2 Permit Applications from 8/1/2016 Thru 8/31/2016						

City of Blythe
Permits Applications Received
For the Period 8/1/2016 thru 8/31/2016

Permit No.	Applied	Type	Subtype	Status	Site Address/Parcel No.	Applicant/Owner/Contractor
L1608-001	8/5/2016	BUSINESSLICENS		APPLIED	242 WEST HOBSONWAY 848042002	SHARON J DUTRO BLYTHE LODGE NO 1799 BPOE
Permit Name						
Description:						
L1608-002	8/17/2016	BUSINESSLICENS		APPLIED	292 EAST HOBSONWAY 848062004	KIVA HOLLY-WOOD EL MAR DRIVE LLC
Permit Name PRO DANCE ACADEMY						
Description:						
2 Permit Applications from 8/1/2016 Thru 8/31/2016						

City of Blythe
Cases Opened (By Type)
For the Period 8/1/2016 thru 8/31/2016

Type of Case	Number opened
BLDG	5
COMPLAINT	1
DEBRIS	1
DUMPING	9
FIRE	0
HAZMAT	0
TRASH	0
VERMIN	0
WATER	0
WEED	2
WITNESS IN FIELD	0
ZONING	2

Total Cases Opened: 20

Cases closed in August: 12

Remaining cases open: 261

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

<u>Incident</u>	<u>Total</u>
Public Assist / Rescue / Medical Aid	21
Structure	1
Brush, Grass, Leaves	3
Fire Alarms	1
Other	3
Total # of Incidents	29
<u>Activity</u>	
Drills	5
Total Activities	5

Respectfully Submitted

Billy Kem, Fire Chief



CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: September 13th, 2016

SUBJECT: Surplus Firearms

PRESENTED BY: Jeffrey Wade, Chief of Police

PREPARED BY: Jeffrey Wade, Chief of Police

RECOMMENDATION: Staff recommends the listed firearms be declared surplus property and authorize staff to sell the firearms to Inland Supply of Blythe for the current market value. The net value of the firearms would be paid by Inland Supply to the Blythe Police Department in ammunition and other firearm related training materials and equipment.

FISCAL IMPACT: \$3635.00 projected revenue.

BACKGROUND: In the past the Blythe Police Department has sold its outdated, non-serviceable and released firearms to Yellow Mart Stores of Blythe. Yellow Mart has since gone out of business. Inland Supply is a local business which recently became certified and licensed by the State of California and Federal Agencies to sell firearms, ammunition and shooting supplies. The firearms will only be sold to buyers meeting all Federal and State guidelines and waiting periods. Revenue from the sales will be exchanged for training and duty ammunition, and other firearms equipment, easing the burden on the General Fund.

STAFF REPORT: Staff has worked on the development of a list designating several firearms as surplus property. The list has been reviewed and staff has determined that the items have served their use for the Police Department, and now no longer are a benefit to the City.

FIREARMS:

1. Sixteen (16) .40 cal. Smith & Wesson semi-auto handguns in various working condition.
2. One (1) .45 cal. Glock semi-auto handgun in fair condition.



CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: September 13, 2016

SUBJECT: Operation Stonegarden Grant

PRESENTED BY: Jeffrey Wade, Chief of Police

PREPARED BY: Jeffrey Wade, Chief of Police

RECOMMENDATION: Staff recommends that Council authorize the City Manager to execute any and all actions necessary for the expenditures associated with the Operation Stonegarden Grant, and approve the Operational Agreement between the City of Blythe and County of Riverside, pending approval by the County Board of Supervisors.

FISCAL IMPACT: The 2015 Operation Stonegarden Grant, will provide the Blythe Police Department with \$230,000.00 as follows:

\$166,248.00 for sixty hours of overtime a week for thirty weeks. (Benefits are included in the amount) for Sworn personnel

\$31,796.10 for twenty-one hours of overtime a week for thirty weeks (Benefits are included in the amount)

For Non-sworn personnel

\$12,561.40 for maintenance / sustainment / upgrades to the City wide surveillance system purchased with the 2011 OPSG funds.

\$7,894.50 for a vehicle maintenance and mileage and fuel for boating operations.

\$11,500.00 for management and administration

BACKGROUND: Operation Stonegarden Grants have been awarded to Border Counties for several years in order to Assist Law Enforcement in battling threats entering into the United States illegally. 2010 was the first year that Riverside County and Blythe have been awarded the Stonegarden Grant. This is due to intelligence gathering indicating Blythe and Riverside County have been identified as "high entry" points and routes of egress used by narcotics smuggling and human trafficking organizations, or as central transportation hubs.

STAFF REPORT:

Since the events of September 11, 2001, the United States of America has demanded that Law Enforcement step up efforts to minimize the threat of another terror attack. Terrorists and other criminal enterprises such as human traffickers and drug traffickers are regarded by law enforcement as a primary threat to our nation. Operation Stonegarden (OPSG), within Riverside County, will be conducted by state, local, and tribal (SLT) law enforcement agencies in collaboration with the United States Border Patrol-Yuma Sector during the period of October 1, 2015 to September 30, 2018.

The intent of this grant funding is to foster collaboration and cooperation with Federal, State, County, Tribal, and Local Law Enforcement Agencies in support of the National Border Patrol Strategy. Through the enforcement of the California law, Stonegarden officers will act as a second tier of Homeland Security operations in direct support of the National Border Patrol Strategy.

The mission of OPSG within Riverside County is to increase law enforcement presence along known routes of ingress from the border to detect, interdict and resolve criminal activity through the use of increased intra-agency intelligence sharing. This will be executed by supporting the priority mission of anti-terrorism, detection, arrest, prosecution and deterrence of all cross-border illicit traffic through increased communication and enforcement.

ATTACHMENTS:

1. Operational Agreement between the City of Blythe and County of Riverside for the Fiscal Year 15 Operation Stonegarden Grant Program.



Riverside County Sheriff's Department
4095 Lemon Street, Riverside, CA 92501

**Operational Agreement
Between the County of Riverside and City of Blythe
For the FY 15 Operation Stonegarden Grant Program (OPSG)**

TERM: October 1, 2015 through May 31, 2018

MAXIMUM REIMBURSABLE AMOUNT: \$230,000.00

I. PARTIES TO THE AGREEMENT

This Agreement is entered into by and between the County of Riverside (hereinafter "County") by and on behalf of the Sheriff's Department, and the City of Blythe (hereinafter "City").

II. PURPOSE

OPSG funds are intended to enhance cooperation and coordination among local, tribal, territorial, State, and Federal law enforcement agencies in a joint mission to secure the United States borders along routes of ingress from international borders to include travel corridors in States bordering Mexico and Canada, as well as States and territories with international water borders.

OPSG within Riverside County, California will be conducted by state, local, and tribal (SLT) law enforcement agencies in collaboration with the United States Border Patrol-Yuma Sector during the period of October 1, 2015 to May 31, 2018. The focus of the operation will be to increase law enforcement presence in areas identified through intelligence information as "high-entry" points and routes of egress used by narcotic smuggling and human trafficking organizations, or as central transportation hubs. Through the enforcement of the California Penal Code, Stonegarden officers will act as a second tier of Homeland Security operations in direct support of the National Border Patrol Strategy.

III. TERM

The term of this Agreement shall commence on October 1, 2015, upon approval by both parties, and shall terminate thirty-two (32) months later on May 31, 2018.

IV. FUNDING

The Sheriff's Department shall reimburse the City in an amount not to exceed \$230,000.00 (\$198,044.10 for law enforcement officer overtime and fringe benefits; \$12,561.40 for equipment maintenance; \$5,494.50 for mileage reimbursement; \$2,400.00 for boat/wave runner fuel and \$11,500.00 for management and administration of the grant). Items approved for purchase must be procured by the City within the first 12 months of the grant performance period. Any additional cost incurred over the approved line item budget will be the responsibility of the City.



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The source of funding is the Homeland Security Operation Stonegarden Grant Program (OPSG) grant #2015-1078. The City agrees that the County's obligation to pay any sum under this Agreement is contingent upon the availability of sufficient OPSG funds. In the event that OPSG funding is suspended prior to the end of the thirty-two (32) month grant period, funding for the City will be suspended, or prorated, accordingly.

V. RESPONSIBILITIES

A. City of Blythe: The City shall comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

- I. Grant Agreement #2015-1078;
- II. California Emergency Management Agency FY2015 Grant Assurances;
- III. Uniform Administration Requirements and Cost Principles codified in Title 2 of the Code of Federal Regulations (CFR), Part 200; and
- IV. Fiscal Year 2015 Homeland Security Grant Program Guidance and Application Kit.

The City agrees to bill the Sheriff's Department on a monthly basis. Each invoice must be certified by the City as a valid OPSG expense and include source documentation that supports the billed costs. This must be submitted on City letterhead with the original signature of the authorizing official. Functional time sheets, payroll registers detailing hours paid out to employee and benefit sheets must be submitted to support overtime costs; and purchase orders, invoices, etc., must be submitted to support operating expense claims. The City agrees to secure Performance Bonds for any vehicles purchased, regardless of the cost of the vehicle.

Invoices are due on the 12th day of the month following the billing month.

Invoices should be mailed to the following address:

Riverside County Sheriff's Department
Attn: Grants Unit
P.O. Box 512
Riverside, CA 92502

B. Sheriff's Department: The Sheriff's Department will process all reimbursement claims within thirty (30) business days of receipt of the complete invoice package.



VI. BOOKS AND RECORDS

The City shall maintain adequate fiscal books, records, documents and other evidence pertinent to the Agreement in accordance with generally accepted accounting principles, and maintain adequate accounting records in support of its claims. The City assumes responsibility for any disallowances which may arise as a result of audit exceptions. In accordance with 2 CFR § 200.336, the City further agrees to make OPSG related records and supporting documentation available to the California Office of Emergency Services, the Department of Homeland Security, the Federal Emergency Management Agency, and State or Federal auditors during the course of this Agreement and for a minimum of three years after final grant project audit. The City shall provide suitable facilities for access, monitoring, inspection, and copying of books and records relating to the OPSG grant funded project.

VII. DEBARMENT AND SUSPENSION

As required by Executive Orders (EO) 12549 and 12689, and 2 CFR Section 200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the City will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. As a sub-grantee of federal funds under this Agreement, the City certifies that it, and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Will immediately notify the County if the City or its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.



VIII. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The City will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA (42 U.S.C. 12101, et seq.);
- (e) Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- (f) Drug Abuse Office and Treatment Act of 1972) (P.L. 92-255), as amended (P.L. 96-181), relating to nondiscrimination on the basis of Treatment or recovery from drug abuse;
- (g) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (j) EO 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin;
- (k) EO 11375, which bans discrimination on the basis of sex in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (l) California Public Contract Code §10295.3, which addresses discrimination based on domestic partnerships;



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- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), the City will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections 12940, 12945, 12945.2) and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

IX. DRUG-FREE WORKPLACE

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in the Act.

X. ENVIRONMENTAL STANDARDS

The City will comply with State and Federal environmental standards which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. §1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
- (d) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) on the Environmental Justice Act (EO 12898) and Environmental Quality (EO 11514);
- (e) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to EO 11738;
- (f) Protection of wetlands pursuant to EO 11990;



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- (g) Evaluation of flood hazards in floodplains in accordance with EO 11988;
- (h) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.);
- (i) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
- (j) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523);
- (k) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);
- (l) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Finally, the City shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to §13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) finally determined to be in violation of federal law relating to air or water pollution.

XI. DISPOSITION OF EQUIPMENT

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Homeland Security/Federal Emergency Management Agency, the City must request instructions from the Sheriff's Department on proper disposition of equipment.

XII. LIABILITY

County and City, to the extent that liability may be imposed on the parties by the provision of Government Code Section 895.2, shall be liable for their own acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either County or City, their officers, directors, employees or representatives, in the performance or omission of any act or responsibility of their party under this Agreement. In the event that a claim is made against both the County and City, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. The terms of this section shall survive the termination of the Agreement.



Riverside County Sheriff's Department
4095 Lemon Street, Riverside, CA 92501

XIII. SIGNATURES

We, the undersigned, as authorized representatives of the County of Riverside and the City of Blythe, do hereby execute this document.

COUNTY OF RIVERSIDE

CITY OF BLYTHE

By: _____
Robert Perdue
Title: Sheriff's Emergency Response
Team Lieutenant
Date:

By: _____
Peter Cosentini
Title: City Manager

Date:

Date: 8/29/16
APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

Date:
ATTEST

Mallory Sutterfield, City Clerk

By: _____
Neal Kipnis
Deputy County Counsel

APPROVED AS TO FORM:

Baron Bettenhausen
City Attorney

John J. Benoit
Chair, Board of Supervisors

Date:



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: September 13, 2016

SUBJECT: Biennial Review of the Conflict of Interest Code

PRESENTED BY: Mallory Crecelius, City Clerk

PREPARED BY: Mallory Crecelius, City Clerk

RECOMMENDATION: Council receive and file this biennial report.

FISCAL IMPACT: None

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

Upon review of the Conflict of Interest Code, staff will report to the City Council by October 1, 2016 with any revisions to the code and a proposed resolution reflecting the changes.

STAFF REPORT: On June 14, 2016 Council adopted Resolution No. 2016-018 directing the review of the Conflict of Interest Code for designated employees and officials. That review is now complete and there are no proposed changes to the Conflict of Interest Code at this time.

ATTACHMENTS:

1. Conflict of Interest Code

2016 Local Agency Biennial Notice

Name of Agency: City of Blythe

Mailing Address: 235 N. Broadway Blythe, CA 92225

Contact Person: Mallory Crecelius Phone No. 760-922-6161

Email: msutterfield@cityofblythe.ca.gov Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

An amendment is required. The following amendments are necessary:

(*Check all that apply.*)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (*describe*) _____

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

_____ Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2016**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

**CITY OF BLYTHE
CONFLICT OF INTEREST CODE**

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

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

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

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

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

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

APPENDIX A

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

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES
<u>City Manager's Office</u>	
Assistant City Manager	1, 2, 5
Human Resources Manager	1, 2
<u>City Clerk's Office</u>	
City Clerk	1, 2
Deputy City Clerk	1, 2
<u>Police Department</u>	
Police Chief	1, 2
Police Captain	1, 2
<u>Fire Department</u>	
Fire Chief	1, 2
<u>Finance Department</u>	
Finance Director	1, 2, 4, 5
Deputy Finance Director	1, 2, 4, 5
<u>Public Works Department</u>	
Public Works Director	1, 2, 3, 4
Assistant Public Works Director	1, 2, 3, 4
DESIGNATED POSITIONS	DISCLOSURE CATEGORIES
<u>Planning and Building Department</u>	
Development Services Director	1, 2, 3, 4
Senior Planner	1, 2, 4, 6
Associate Planner	1, 2, 4, 6
Chief Building Official	1, 2, 4
Building Inspector	1, 2, 4, 6
<u>Consultants to City or Agency</u>	*

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

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

APPENDIX B

CONSULTANTS

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

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

APPENDIX C

DISCLOSURE CATEGORIES

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



CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: September 13, 2016

SUBJECT: Memorandum of Understanding with the Riverside County Transportation Commission for Trading State Transportation Improvement Funds for Measure A Funds

PRESENTED BY: Christa Elms, Interim Director of Finance

PREPARED BY: Christa Elms, Interim Director of Finance

RECOMMENDATION: That the City Council of the City of Blythe (Blythe) approve Memorandum of Understanding (MOU) No. 07-71-028-01, Amendment No. 1 to MOU No. 07-71-028-00 with the Riverside County Transportation Commission (RCTC) to trade Palo Verde Valley 2012 and 2014 State Transportation Improvement (STIP) funds with 2009 Measure A Western Riverside County Highway funds in the amount of \$1,106,410, and authorize the City Manager to execute the MOU on behalf of the City of Blythe.

FISCAL IMPACT: \$1,106,410 budgeted funding for capital street projects.

BACKGROUND: In January of 2006, RCTC approved trading of STIP intra-county Palo Verde Valley formula funds for Measure A Western Riverside County Highway funds with Blythe. This action was a result from past difficulties in programming local arterial projects in the Palo Verde Valley. In September of 2006, RCTC further developed and approved a MOU with Blythe that would allow a similar trade of future STIP funds allocated to the Palo Verde Valley per the STIP intra-county formula until such time the parties agree to terminate the agreement.

STAFF REPORT: Recently staff submitted an invoice to RCTC for reimbursable STIP projects identified in the City's Five-Year Capital Improvement Plan (CIP) at which time it was discovered that the original MOU included the 2004 and 2006 STIP funding cycles. In order for RCTC to approve the invoice submitted by Blythe, amendment No. 07-71-028-01 (attached), including the new trade funding for 2012 and 2014 STIP cycles will need to be approved. Staff recommends approval of the attached amendment to the MOU to reflect the 2012 STIP Cycle trade in the amount of \$641,588 and the 2014 STIP Cycle trade in the amount of \$464,822, for an additional amount of \$1,106,410.

ATTACHMENTS:

1. RCTC Staff Report dated July 13, 2016
2. MOU No. 07-71-028-01

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	July 13, 2016
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Shirley Medina, Planning and Programming Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Memorandum of Understanding with the City of Blythe for Trading 2012 and 2014 State Transportation Improvement Program Funds for 2009 Measure A Western Riverside County Highway Funds

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve Memorandum of Understanding (MOU) No. 07-71-028-01, Amendment No. 1 to MOU No. 07-71-028-00 with the city of Blythe (Blythe) to trade Palo Verde Valley 2012 and 2014 State Transportation Improvement Program (STIP) funds with 2009 Measure A Western Riverside County Highway funds in the amount of \$1,106,410;
- 2) Authorize the Executive Director, pursuant to legal counsel review, to execute the MOU on behalf of the Commission; and
- 3) Approve an increase of \$1,106,410 in the Fiscal Year 2016/17 budgeted expenditures for construction.

BACKGROUND INFORMATION:

On January 11, 2006, the Commission approved the mechanism for trading STIP intracounty Palo Verde Valley formula funds with Blythe for Measure A Western Riverside County Highway funds. The STIP intracounty MOU established three geographic areas to receive STIP funds: Western County, Coachella Valley, and Palo Verde Valley/Blythe. The Palo Verde Valley/Blythe area STIP funds have been historically under 1 percent of the available STIP funds and therefore address relatively minor projects on the local arterial system. Due to the California Transportation Commission's low priority for allocating STIP funds on local arterials, the MOU allowed Blythe to move forward with its projects using local funds. The MOU included the 2004 and 2006 STIP funding cycles. STIP funds were not available in the 2008 and 2010 STIP cycles. The 2012 and 2014 STIP cycles did result in available STIP capacity; however, the amendments to include the new trade funding were not executed, as the city had remaining funds from the previous 2004 and 2006 STIP cycles.

Recently, Blythe submitted an invoice to the Commission for reimbursable STIP projects identified in the city's Five-Year Capital Improvement Plan (CIP). To approve the invoice staff

requests approval of an amendment to the MOU to reflect the 2012 STIP Cycle trade in the amount of \$641,588 and the 2014 STIP Cycle trade in the amount of \$464,822, for an additional amount of \$1,106,410.

The MOU amendment amount is not included in the FY 2016/17 budget; therefore, staff recommends a budget adjustment to reimburse the city for STIP projects identified in its CIP.

Financial Information					
In Fiscal Year Budget:	No	Year:	FY 2016/17	Amount:	\$1,106,410
Source of Funds:	2009 Measure A Western County Highway funds			Budget Adjustment:	Yes
GL/Project Accounting No.:	623994 81301 00000 0000 262 31 81301				
Fiscal Procedures Approved:	<i>Theresa Trevino</i>			Date:	06/14/2016

Attachment: MOU No. 07-71-028-01 (Draft)

**AMENDMENT NO. 1 TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND THE CITY OF BLYTHE
FOR TRADING STATE TRANSPORTATION IMPROVEMENT PROGRAM
INTRA-COUNTY PALO VERDE VALLEY FORMULA FUNDS**

1. PARTIES AND DATE

This Amendment No. 1 to the Memorandum of Understanding for trading State Transportation Improvement Program (STIP) Intra-county Palo Verde Valley Formula funds ("MOU") is made and entered into as of this _____ day of _____, 2016, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and the City of Blythe ("City").

2. RECITALS

- 2.1 The Commission and the City have entered into an MOU dated November 14, 2006 for the purpose of trading a total of \$2,291,656 of STIP Intra-county Palo Verde Valley Formula funds that were allocated to Palo Verde Valley in 2004 and 2006 for Measure A Western County Highway funds.
- 2.2 Although STIP funds were not available in the 2008 and 2010 STIP cycles, the 2012 and 2014 STIP cycles did result in available STIP capacity; however, the amendments to include the new trade funding were not executed, as the City had remaining funds from the previous 2004 and 2006 STIP cycles.
- 2.3 The City has submitted an invoice to the Commission for reimbursable STIP projects identified in the City's Measure A Local Streets and Roads Five-Year Capital Improvement Plan ("Projects").
- 2.4 The parties now desire to amend the MOU in order to provide reimbursement for the Projects by trading STIP Intra-county Formula funds that were allocated to Palo Verde Valley in 2012 and 2014 in the amount of \$1,106,410 for Measure A Western Riverside County Highway funds.

3. TERMS

3.1 This Amendment No. 1 is to trade a total of \$1,106,410 of STIP Intra-county Formula funds that were allocated to Palo Verde Valley in 2012 and 2014 for Measure A Western County Highway funds to provide reimbursement to the City for the Projects.

3.2 Section 3.1 of the MOU is hereby amended to read as follows:

The agreement is to trade a total of \$3,398,066 of STIP Intra-county Formula funds that were allocated to Palo Verde Valley (\$1,875,000 de-programmed from the 2004 STIP; \$416,656 of 2006 STIP Intra-county Formula funds that were unable to be programmed in the 2006 STIP; and \$1,106,410 of STIP Intra-county Formula funds that were allocated to Palo Verde Valley in 2012 and 2014) for Measure A Western County Highway funds.

3.3 Except as amended by this Amendment, all provisions of the MOU shall remain in full force and effect and shall govern the actions of the parties under this Amendment.

[Signatures on following page]

**SIGNATURE PAGE
TO
AGREEMENT NO. 07-71-028-01**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date first herein above written.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

CITY OF BLYTHE

By: _____
Scott Matas, Chair

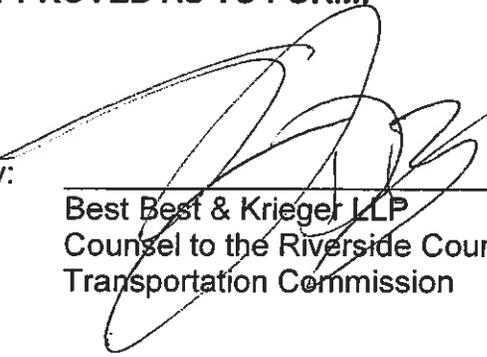
By: _____
Signature

Name

Title

APPROVED AS TO FORM:

ATTEST:

By: 

Best Best & Krieger LLP
Counsel to the Riverside County
Transportation Commission

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: September 13, 2016

SUBJECT: Advanced Metering Infrastructure Agreement between City of Blythe and Sensus USA Inc.

PRESENTED BY: Christa Elms, Interim Director of Finance

PREPARED BY: Christa Elms, Interim Director of Finance

RECOMMENDATION: Staff recommends that the City Council of the City of Blythe (City) authorize the City Manager to execute the attached agreement for Advanced Metering Infrastructure (AMI) between the City and Sensus USA Inc., as reviewed and approved by legal counsel.

FISCAL IMPACT: None

BACKGROUND: The City of Blythe approved and executed an Energy Service Contract with Climatec, LLC and SunPower Corporation, for energy-related improvements to city facilities on December 8, 2015, that included proposed improvements of city-wide water meter replacement and AMI Smart Meter 2-way Communication System.

STAFF REPORT: A city-wide water meter replacement and AMI Smart Meter 2-way Communication System was a part of the proposed energy savings program submitted by Climatec, LLC and approved by Council. The software and communication component of the AMI portion of the project will consist of an agreement between the City and Sensus USA Inc. (attached).

The initial term of the agreement will be for ten years, at the end of the initial term the agreement shall automatically renew for an additional term of ten years. The agreement contains two parts: Part (1) is the FCC notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the City and Part (2) an AMI Agreement between Sensus and the City.

In order for Climatec to move forward with the water meter replacement and AMI upgrade portion of the project, staff recommends Council approve and authorize the City Manager to execute the attached agreement.

ATTACHMENTS:

1. Advanced Metering Infrastructure (AMI) Agreement

Advanced Metering Infrastructure (AMI) Agreement

between

**City of Blythe, California
("Customer")**

**and
Sensus USA Inc.
("Sensus")**

IN WITNESS WHEREOF, the parties have caused this AMI Agreement ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 10 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 10 years ("Renewal Term") unless sooner terminated. The "Term" shall refer to both the Initial Term and the Renewal Term.

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a AMI Agreement between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.

By: _____
Name: _____
Title: _____
Date: _____

Customer: City of Blythe, California

By: _____
Name: _____
Title: _____
Date: _____

Contents of this Agreement:

- Part 1: Notification for Spectrum Manager Lease
- Part 2: AMI Agreement
 - Exhibit A Software
 - Exhibit B Technical Support

Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

1.

Customer/Lessee Name:			
Attention To:		Name of Real Party In Interest:	
Street Address:			City:
State:	Zip:	Phone:	
Fax:		Email:	

Is Customer contact information same as above? Yes No (If No, complete box 2 below)

2.

Additional Customer/Lessee Contact Information

Company Name:			
Attention To:			
Street Address:			City:
State:	Zip:	Phone:	
Fax:		Email:	

3.

Customer/Lessee is a(n) (Select one): <input type="checkbox"/> Individual <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Trust <input type="checkbox"/> Government Entity <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Consortium <input type="checkbox"/> Other _____

4.

FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: _____. If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does <u>not</u> have a Form 602 on file. Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.

5.

Customer Tax ID:

6.

Individual Contact For FCC Matters

Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system.	
Name	
Title:	
Email:	Phone:

7.

Ownership Disclosure Information

If Customer/Lessee is a government entity, list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.		
	US Citizen?	Ownership Disclosure?
Mayor:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

8.

Allen Ownership Questions (If the answer is Yes, provide an attachment explaining the circumstances)

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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9.

Basic Qualification Information

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	<input type="checkbox"/> Yes <input type="checkbox"/> No

10.

Customer/Lessee Certification Statements

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	<input type="checkbox"/> Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	<input type="checkbox"/> Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	<input type="checkbox"/> Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	<input type="checkbox"/> Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that has associated with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	<input type="checkbox"/> Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	<input type="checkbox"/> Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	<input type="checkbox"/> Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	<input type="checkbox"/> Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus In writing in the event any information supplied on this form changes.

Type or Printed Name of Party Authorized to Sign

First Name:	MI:	Last Name:	Suffix:
Title:		Customer Name:	
Signature:			Date:
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

Part 2: AMI Agreement

1. **Equipment.**
 - A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <http://na.sensus.com/TC/TermsConditions.pdf>, or 1-800-METER-IT.
 - B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**
2. **Services.**
 - A. **Installation of Equipment.** Installation services will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement.
 - B. **Software Implementation.** Sensus shall install and configure the Software on the Server Hardware.
 - C. **IT Systems Integration Services.** Integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
 - D. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
 - E. **Project Management.** Project management of the AMI System is not included in this Agreement. Any project management shall be subject to a separate agreement which describes the scope and pricing for such work.
 - F. **Training.** Training on the use of the AMI System is not included in this Agreement. Any training shall be subject to a separate agreement which describes the scope and pricing for such work.
3. **Software.**
 - A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
 - B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
4. **Spectrum**
 - A. **Definitions in this Section 4.** In this Section 4 only, "Sensus" shall mean Sensus USA Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.
 - B. **Spectrum Lease.** Sensus hereby grants to Customer, and Customer accepts, a spectrum manager lease ("Spectrum Lease") over the frequencies of certain FCC license(s) ("FCC License") solely within Customer's Service Territory. (The frequencies of the FCC License within Customer's geographic Service Territory are called the "Leased Spectrum"). Customer shall pay the Ongoing Fees for use of the Leased Spectrum.
 - C. **FCC Forms.** At the Federal Communications Commission (FCC), Sensus will; (1) obtain an FCC Registration Number (FRN) for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
 - D. **Lease Application.** In order to complete the FCC lease application, Customer will promptly:
 - i. Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
 - ii. Give Sensus the coordinates of the boundaries of Customer's Service Territory or, alternatively, approve Sensus' estimation of the same.
 - iii. If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number (TIN).
 - iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
 - E. **Permitted Use of Spectrum Lease.** Customer may transmit or receive over the Leased Spectrum only in the Service Territory and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct meters in support of Customer's primary utility business or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the Leased Spectrum or from transmitting voice communications over the Leased Spectrum. For each piece of RF Field Equipment used by Customer, Customer shall affix a Sensus-supplied label to the exterior of the RF Field Equipment cabinet or other appropriate visible place to indicate that RF operation is conducted under authority of FCC License(s) issued to Sensus.
 - F. **Term of Spectrum Lease.** Unless terminated earlier (because, for example, Customer stops using the FlexNet equipment or because this Agreement terminates or expires for any reason), this Spectrum Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Spectrum Lease.
 - G. **Termination of Spectrum Lease.** The Spectrum Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; (c) upon Customer's breach of this Agreement; or (d) upon termination or expiration of this Agreement for any reason.
 - H. **FCC Compliance.** The following FCC requirements apply
 - i. Pursuant to 47 CFR 1.9040(a);
 - (a) Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
 - (b) If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - (c) This Agreement is not an assignment, sale or other transfer of the FCC License;
 - (d) This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - (e) In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - ii. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that,

- (a) Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus represents and warrants that it has engineered the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and
 - (b) Sensus will file any necessary FCC forms or applications and Customer agrees to reasonably assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
- I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.
5. **General Terms and Conditions.**
- A. **Infringement Indemnification.**
- i. **Infringement Indemnification.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer by a third party which alleges that the AMI System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to: (i) any change, modification or alteration made to the AMI System by Customer or a third party, (ii) use of the AMI System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the AMI System other than for the Permitted Use. In the event the AMI System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the AMI System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may: (i) procure for Customer the right to continue using the AMI System or (ii) modify or replace the AMI System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
- B. **Limitation of Liability.**
- i. Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "**Causes of Action**") shall not exceed the greater of: (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for: (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) claims made by a third party; nor (vi) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
 - ii. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.
 - iii. Notwithstanding the foregoing, Sensus' liability for infringement of intellectual property rights shall not be limited as set forth herein.
- C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
- D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
- E. **Intellectual Property.** No Intellectual Property is assigned to Customer hereunder. Sensus shall own or continue to own all Intellectual Property used, created, and/or derived in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment purchased or provided hereunder.
- F. **Confidentiality.** Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include: (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "**Discloser**" means either party that discloses Confidential Information, and "**Recipient**" means either party that receives it.
- G. **Compliance with Laws.** Each party shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
- i. **Export Control Laws.** Each party shall: (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses where appropriate. Each party shall immediately notify the other party, and immediately cease all activities with regards to the applicable transaction, if the notifying party knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
 - ii. **Anti-Corruption Laws.** Both parties shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and

regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.

- H. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- I. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- J. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- K. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by the Parties attempting mediation in Delaware. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in Delaware. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- L. **Restriction on Discovery.** The Parties acknowledge the abundance of documents, data, and other information stored in an electronic manner and the time and costs associated with retrieving relevant electronic data from the Parties during the Discovery portion of a claim. Accordingly, the Parties shall utilize only printed or hard-copy documents, data, and other information in Discovery and shall not use or request electronic or e-Discovery methods for any claim; demand, arbitration or litigation subject to this Agreement. All relevant and unprivileged printed or hard-copy materials shall be subject to Discovery, but neither Party has an obligation to maintain printed or hard-copy files in anticipation of a claim, demand, litigation, or arbitration proceeding.
- M. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- N. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- O. **Four Corners.** This written Agreement, including all of its exhibits, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- P. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
6. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. **"AMI System"** identifies the Sensus FlexNet Advanced Meter Infrastructure System comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Sensus. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- C. **"Confidential Information"** means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party, and all trade secrets of either party.
- D. **"Echo Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
- E. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- F. **"Field Devices"** means the meters and SmartPoint Modules.
- G. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- H. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- I. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- J. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- K. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- L. **"LCM"** identifies the load control modules.
- M. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- N. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.

- O. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.
- P. **"Release"** means both Updates and Upgrades.
- Q. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
- S. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. **"Service Territory"** identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- V. **"Server Hardware"** means the RNI hardware.
- W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.
- X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. **"TouchCoupler Unit"** identifies an inductive coupler connection from a water register to the SmartPoint Module.
- Z. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- AA. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- BB. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

**Exhibit A
Software**

Software as a Service

I. Description of Services

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
 - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. Usage License. Subject to all the terms and conditions of this Agreement, Sensus hereby gives Customer a license under Sensus' intellectual property rights to use the Sensus Applications for the Permitted Use for so long as Customer is current in its payments for the Applications ("Usage License"). This Usage License shall commence on the Effective Date and shall terminate upon the earlier of: (i) the expiration or termination of this Agreement for any reason; (ii) if Customer uses the Applications provided hereunder other than for the Permitted Use; and (iii) the Application is terminated as set forth below.

C. Termination of Software as a Service. Customer shall have the option at any time after full deployment but before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is Irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees; and (b) Software as a Service for such Application shall immediately cease upon expiration of the notice period set forth herein. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware and (b) RNI software license, each at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. "Software as a Service" means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - a. Network addresses and virtual private networks (VPN)
 - b. Standard time source (NTP or GPS)
 - c. Security access points
 - d. Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - a. Monitor capacity and performance of the Application server and software applications 24x7 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
 - b. If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - c. Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - d. Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - e. Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - a. Define data retention plan and policy.
 - b. Monitor space and capacity requirements.
 - c. Respond to database alarms and notifications.
 - d. Install database software upgrades and patches.
 - e. Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - a. Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - b. Respond to incidents and problems that may occur to the Application(s).
 - c. Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
 - d. Correlate incidents and problems where applicable.
 - e. Sensus personnel will use the Salesforce Self Service Portal to document and track incidents.
 - f. In the event that a Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
 - g. Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.

- h. Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
 - a. Monitor the physical and cyber security of the server and Application(s) 24x7 to ensure system is highly secure in accordance with NIST Security Standards.
 - b. Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
 - c. Conduct period penetration testing of the network and data center facilities.
 - d. Conduct monthly vulnerability scanning by both internal staff and external vendors.
 - e. Perform Anti-Virus and Malware patch management on all systems.
 - f. Install updates to virus protection software and related files (including Virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
 - g. Respond to any potential threat found on the system and work to eliminate Virus or Malware found.
 - h. Sensus adheres to and submits certification to NERC/CIP Cyber Security standards.
 - i. Sensus actively participates/monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus Security team.
 - j. Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - a. Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - b. Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - c. Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - d. Sensus will replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - e. Provide disaster recovery environment and perform fail-over to DR environment within forty-eight (48) hours of declared event.
 - f. Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - g. Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - h. In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives and Recovery Point Objectives specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - i. The Application shall have a Recovery Time Objective (RTO) of forty-eight (48) hours.
 - j. The Recovery Point Objective (RPO) shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - k. Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e. billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, Echo Transceivers, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g. meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. "Software as a Service" does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

II. Further Agreements

A. System Uptime Rate

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

TMO

i. Calculations

- a. "Targeted Minutes of Operation" or "TMO" means total minutes cumulative across all Applications in the applicable month ("Month") minus the Scheduled Downtime in the Month.

- b. **"Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
 - c. **"Non-Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
 - ii. **Exceptions. "Exceptions"** mean the following events:
 - a. Force Majeure;
 - b. Emergency Work, as defined below; and
 - c. Lack of Internet Availability, as described below.
 - i. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("**Emergency Work**"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "**Managed Systems**"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - ii. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- B. Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
- i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - v. Dry pipe pre-action fire detection and suppression systems are provided.
 - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. Responsibilities of Customer**
- i. Customer shall promptly pay all Software as a Service fees.
 - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
 - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("**Customer's Systems**") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
 - iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process ("**Authorized Users**"). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
 - v. Customer shall be responsible for the day-to-day operations of the Application(s) and AMI System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

III. Sensus Analytics

A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- i. **Device Access**
 - a. Allows search for meter details by using data imported from the Billing system or the Sensus Device ID or AMI ID.
 - b. Allows a view of the meter interval or register reads.
 - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
 - d. Allows the current and historical data to be viewed.
 - e. Allows the current usage to be compared to historical distribution averages.
 - f. Allows the user to see the meter location on a map view.
 - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
 - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
- ii. **Meter Insight (provides the following)**

- a. # of active meters.
 - b. # of orphaned meters with drill down to the list of meters.
 - c. # of inactive meters with drill down to the list of meters.
 - d. # of stale meters with drill down to the list of meters.
 - e. # of almost stale meters with drill down to the list of meters.
 - f. # of meters where no read is available with drill down to the list of meters.
 - g. # of meters with high threshold exceptions with drill down to the list of meters.
 - h. # of unknown radios with drill down to the list of meters.
- iii. Report Access
- a. Allows the user to see meter alarms and choose a report from a list of standard reports.
 - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
 - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
 - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
 - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
 - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
 - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
 - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
 - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
 - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered "daily consumption threshold;" (2) The number of days when daily thresholds are exceeded are greater than the entered "exception per day threshold."
 - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
 - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered "Created as of" parameter.
 - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter id in the RNI.
 - n. Users need to enter which billing request file prior to running the report.
 - o. Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
- iv. Billing Access
- a. Initiate the creation of billing export files formatted to the import needs of the billing system.
 - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
 - c. Provides a repository of past billing files that were either used for billing preparation or actually send to the billing system.
 - d. Will store created billing files for a period of three years unless otherwise denoted.
 - e. The system will allow creation of test files before export to the billing system.
- v. Billing Adaptor
- a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
- vi. Data Store
- a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
 - b. Stored data is available online for reports and analysis.
 - c. Data will be retained for 3 years. Additional duration can be purchased.
- B. **Enhanced Package.** The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:
- i. Alarm Dashboard
- a. Allows the user to summarize and filter alarms by a date range.
 - b. Allows the user to review all alarm types on a single screen.
 - c. The user can filter out the alarms not wanted on the screen.
 - d. Alarm totals can be visualized.
 - e. Adds a view of trending alarms over time.
 - f. Click to drill down on an alarm to gain more information on specific events.
 - g. Click to analyze a specific event on a particular device.
- ii. Alarm Console
- a. Follow real time monitors of the alarms coming from Customer's meters.
 - b. Provides a single view for all alarms across the entire network.
 - c. Allows the user to view trending of each alarm over time.
- iii. Alert Manager
- a. Allows creation of alert groups who will be notified when an alarm occurs.
 - b. Users can manage alert groups by adding and removing group members.
 - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
 - d. Allows creation of an alert from the available system events from smart points and assign to a group.
 - e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.
- D. **Integration of Sensus Analytics.** Sensus shall provide integration support services to Customer only to the extent specifically provided below:
- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. This flat file may be delimited or fixed width. This specification allows Customer to transmit each day or as needed: the devices and end users in the system, end user status, end user account information, end user name, and other end user details. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
- a. In scope of the included integration efforts is the mapping the Customer's fields to the VFlex specification.
 - b. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
- ii. Sensus' integration services consists of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.

- iii. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
- E. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet AMI System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- F. **Customer Acknowledgements.**
 - i. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
 - ii. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
 - iii. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
 - iv. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
 - v. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

IV. Third Party Software.

- A. **RedHat Linux.** If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:
By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B
Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AML, RF Network Equipment, Metering Products and Sensus Lighting Control.
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM EST to 8:00PM EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Support ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state in which the call originated. The nature of the problem and severity levels will be agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into a support ticket for creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., RNI Software, Sensus MDM).

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around available, and failure requires immediate attention.

Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

Sev4 Minor system issues, questions, new features, or enhancement requests to be corrected in future versions.

Examples: Minor system issues, general questions, and "How-To" questions.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-serve basis. A first level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Support system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction.	<ul style="list-style-type: none"> • Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	<ul style="list-style-type: none"> • Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
3	1 Business Day	90 business days	<ul style="list-style-type: none"> • Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into the Support Knowledge Base. • Fix incorporated into future release.
4	2 Business Days	12 months	<ul style="list-style-type: none"> • Answer to question is provided. • Fix or workaround incorporated into the Support Knowledge Base.

6. **Problem Escalation Process.**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
- 6.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
 - 6.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Support ticket number and the reason why the issue is being escalated.
 - 6.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Support ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

- 7.1. Sensus provides online documentation for Sensus products through the Sensus User Forum (<http://myflexnetsystem.com/Module/User/Login>). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: September 13, 2016

SUBJECT: Request for Extension of Tentative Tract Map 34480

PRESENTED BY: Barbara Burrow, Planner

PREPARED BY: Barbara Burrow, Planner

RECOMMENDATION: It is recommended that the City Council grant Modern Pacific Homes, LLC a three year extension to the life of Tentative Tract Map 34480 subject to the existing project conditions of approval.

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

BACKGROUND: On November 14, 2006, the City Council approved Tentative Tract Map 34480, subdividing one 20± acre parcel and subsequent development of said parcel into a 45 lot single family residential development. The project site is located on Riviera Drive, 0.4 of a mile south of East Donlon Street (APN: 869-230-017). (See Exhibit "A")

Pursuant to applicable statutes within the Subdivision Map Act, the above referenced Tentative Map has previously been extended through November 14, 2012.

Subsequently, there have been two additional extensions to the map by virtue of AB 208 and AB 116 under specific legislation. In total, the additional legislation allowed the life of the Tentative Map to remain through November 14, 2016.

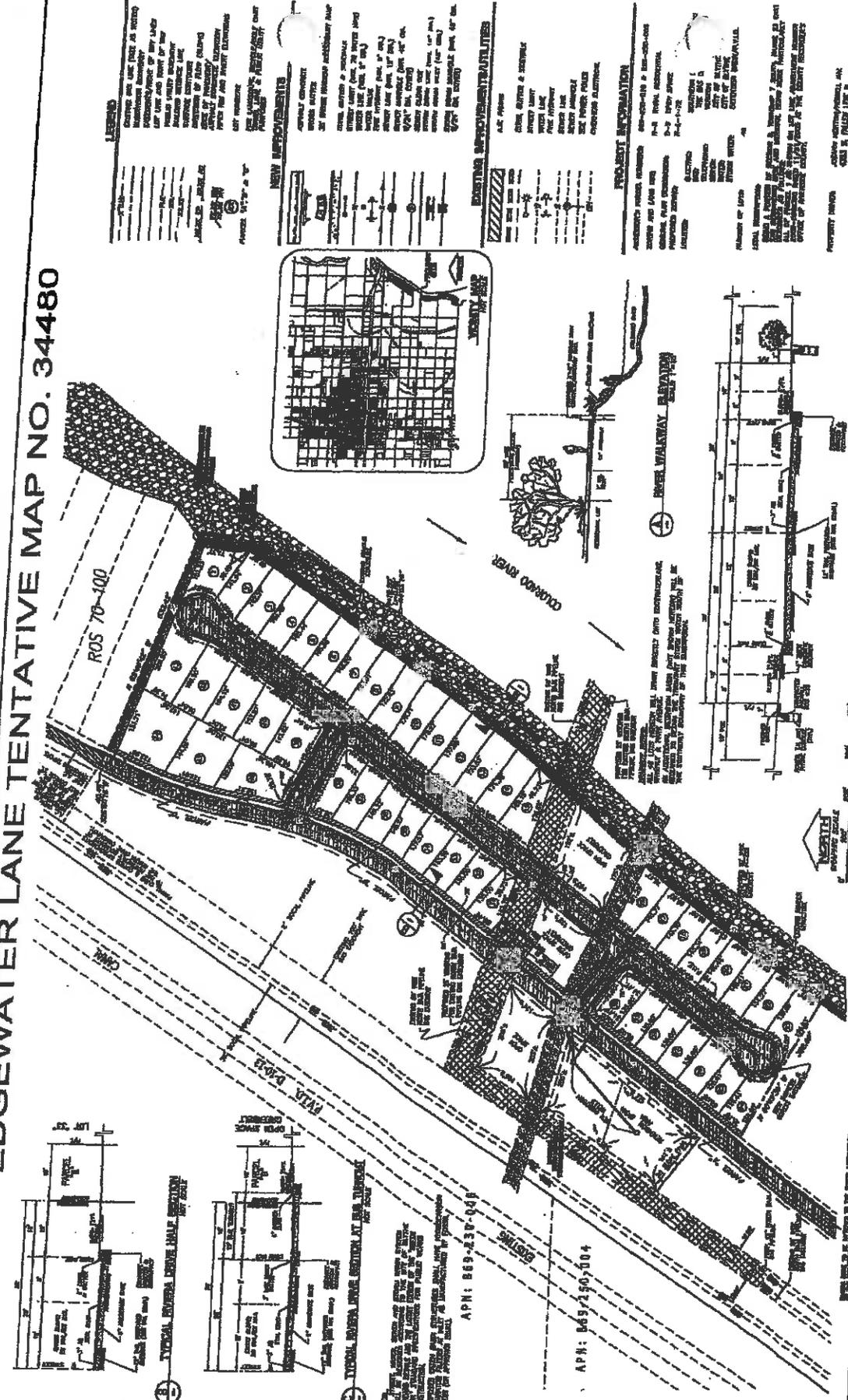
STAFF REPORT: Recently, ownership of the subject land and thereby the Tentative Map has changed hands. The new owner(s) have expressed an interest to keep Tentative Tract Map 34480 in place during this transition period and at least until there has been opportunity to explore available options associated with the project. As such, staff has received a request for Extension of Tentative Tract Map 34480 from Modern Pacific Homes, LLC. Pursuant to Amended Section 66452.6(e) of the Subdivision Map Act, upon application of the subdivider filed prior to the expiration of the approved or conditionally approved tentative map, the time at which the map expires may be extended by the legislative body for a period or periods of time not exceeding a total of six years.

The original developer had previously been granted a three year extension and according to the Map Act referenced, upon request another three years is allowed in order to keep the map viable. Barring any further State Legislation, this map will not be considered for further extension.

EXHIBITS:

A. Tentative Tract Map 34480

EDGEWATER LANE TENTATIVE MAP NO. 34480

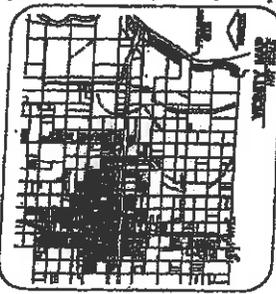


LEGEND

EXISTING AND NEW LOTS & TRACTS
EXISTING AND NEW BUILDINGS
EXISTING AND NEW DRIVEWAYS
EXISTING AND NEW SIDEWALKS
EXISTING AND NEW UTILITY LINES
EXISTING AND NEW FENCES
EXISTING AND NEW SIGNAGE
EXISTING AND NEW LANDSCAPING

NEW IMPROVEMENTS

NEW DRIVEWAY
NEW SIDEWALK
NEW UTILITY LINES
NEW FENCE
NEW SIGNAGE
NEW LANDSCAPING



EXISTING IMPROVEMENTS/UTILITIES

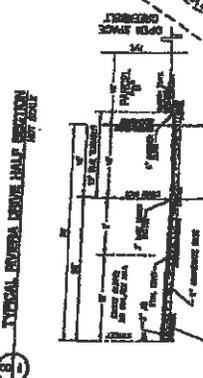
AS SHOWN
AS SHOWN & EXISTING
AS SHOWN & NEW
AS SHOWN & NEW

PROJECT INFORMATION

PROJECT NUMBER: 123456
PROJECT NAME: EDGEWATER LANE TENTATIVE MAP NO. 34480
PROJECT LOCATION: 1234567890
PROJECT OWNER: ABC COMPANY
PROJECT ENGINEER: DEF ENGINEERING
PROJECT DATE: 12/31/2023

PROPERTY INFORMATION

OWNER: ABC COMPANY
ADDRESS: 1234567890
CITY: GAITHERSBURG, MD
STATE: MARYLAND
ZIP: 20878



APR: 869-430-004
APR: 869-430-004

NOTICE

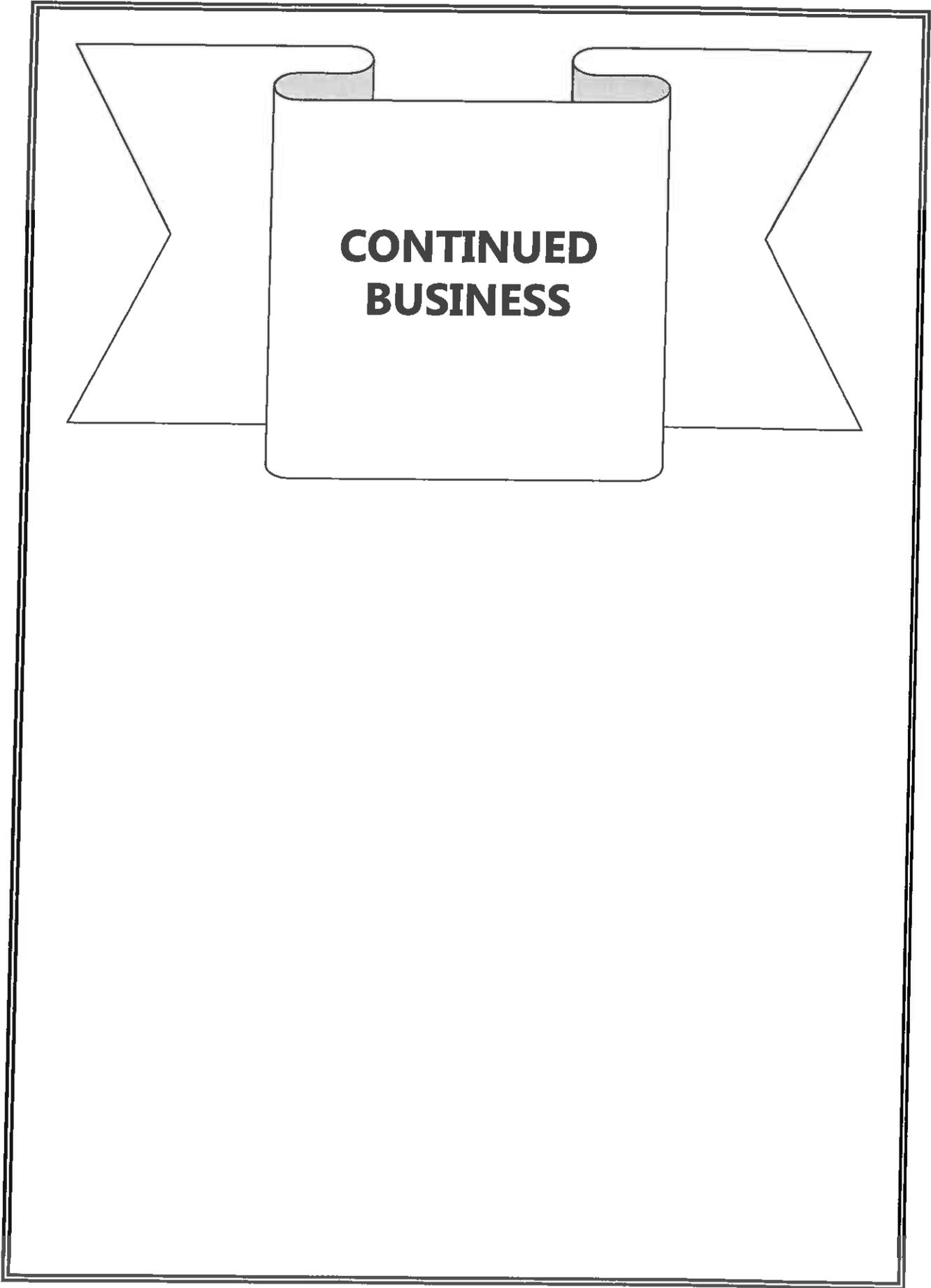
THIS MAP IS A TENTATIVE MAP AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION THEREON. THE CITY OF GAITHERSBURG, MARYLAND, IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS MAP.

APR: 869-430-004

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APR: 869-430-004

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CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: September 13, 2016

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

RECOMMENDATION: 1. Review the scope of work for each goal to make sure staff has an accurate understanding of what the Council wants. 2. Approve the Goals list (Attachment 3) that identifies the goals that can be pursued immediately because there is sufficient funding in the current budget. 3. Direct the City Manager to return with funding options on the goals (Attachment 4) that need further funding.

FISCAL IMPACT: None

BACKGROUND: The Council approved a goal process on August 9, 2016. The Council has identified goals for the community in our first goals meeting. This staff report concludes the goal process, with the review of the scope of work and the Council approval of the goals.

STAFF REPORT: The Council has completed the first half of the goals process to set Council goals for the community. The Council has identified the goals they would like their new City Manager and staff to pursue. Attachment 1 is a listing of the 26 goals that the individual Council members first identified. Attachment 2 identifies the Council's prioritization of the 20 goals that have a majority vote of Council. Goals 9, 10, 11 and 12 were tied in their ranking vote. They are listed alphabetically. This list also includes the scope of work for each goal. Attachment 3 is a listing of Council approved goals that do not need funding beyond the current budget. Attachment 4 is a list of Council approved goals that do need further funding beyond the current budget. Attachment 5 identifies the 6 goals that did not have a majority vote of the Council, but are listed for historic purposes.

I believe it is very important that we know exactly what the Council wants the staff to do on each goal. That is why we have taken the time to develop a scope of work for each goal. Council should review the scope of work for each goal to make sure it reflects the desires of Council. After any amendments to the scope of work, the Council should approve the goals list that can be pursued immediately, because they have adequate funding in the current budget.

Council should direct the Manager to come back with funding options for those goals that need further funding.

Some goals are broken up into two parts. The first part is a research/staff report component that can be done with the allocation of current staff time. These goals also have a component of implementation or purchase that requires further funding. These two part goals are identified in their scope of work.

ATTACHMENTS:

1. Attachment 1 is the original goals list that identifies all goals initially identified by individual Council members.
2. Attachment 2 is a listing of the top 20 goals approved and ranked by Council, with the scope of work.
3. Attachment 3 is a listing of Council approved goals that have sufficient funding in the current budget.
4. Attachment 4 is a listing of Council approved goals that need further funding.
5. Attachment 5 is a listing of goals that did not receive a majority vote of Council.

Attachment #1

2016 Goal Setting

All Goals Selected by individual Council Members:

Goal:	Selected By:
1. Grant Writer	Councilman Galvan
2. Additional Staff	Councilman Galvan
3. Quechan Cleaning and Dredging	Councilman Egan
4. Prison Worker Program	Mayor DeConinck
5. Freeway Clean up/beautification	Vice Mayor Wade
6. TOT Tax Increase	Councilman Reynolds
7. Adopt a Park Program	Councilman Egan
8. Work with State on Water Conservation Mandates	Mayor DeConinck
9. Resources to address Transient Problems	Vice Mayor Wade
10. Economic Development/Direct Prospecting	Councilman Reynolds
11. Cap and Trade Funding	Councilman Galvan
12. Master Plans for Water/Sewer/Parks/Drainage	Councilman Egan
13. New Equipment for Public Works	Mayor DeConinck
14. Abatement Money for blighted buildings	Vice Mayor Wade
15. Street Improvement	Councilman Reynolds
16. Development Impact Fees	Councilman Galvan
17. Inducements to replace RDA	Councilman Egan
18. Get MWD to participate	Mayor DeConinck
19. Clean up Day prior to Centennial	Councilman Reynolds
20. Streamline Development Process	Councilman Egan
21. CIF Grants	Councilman Galvan
22. General Plan Amendment	Councilman Egan
23. Prison retention Bonus	Mayor DeConinck
24. Fee for Service Study	Councilman Reynolds
25. Lighting and Landscape Districts	Councilman Reynolds
26. Sales Tax Ballot Measure	Councilman Reynolds

Attachment #2

Top 20 Goals Ranked By Council with Scope of Work

<u>Rank:</u>	<u>Goal:</u>	<u>Scope of Work:</u>
1.	Grant Writer:	Staff, Council and Consultant will provide input on the types of grants available based on needs of the City. Council will then prioritize the list. Consultant will write grants based on Council's prioritized list.
2.	CIF Grants:	Staff will ask Council to select projects we could ask CIF to help fund.
3.	TOT Tax:	Staff will work with Council to select appropriate election cycle for tax, percentage of increase and if it will be a special or general tax.
4.	Quechan Dredging:	The permit for dredging is in process. Once the permit is in place, this item will move to list #2 as additional funding may be needed to complete the project.
5.	Street Improvement.	Staff will prepare a report to Council explaining the current effort and process for street improvement projects. The process will continue as long as funding is available.
6.	Freeway Clean up:	Staff will explore options for additional clean up, tree removal, and the addition of rock or concrete to our off ramps. Staff will work with Caltrans Liaison.
7.	Additional Staff:	Council will address this during the budget process as funding becomes available.
8.	Econ Development/ Direct Prospecting	Staff will reach out to businesses currently expanding in California. Information promoting Blythe as an optimal location to expand their business will be provided.
9.	Clean up Day:	Staff will prepare a report identifying October 15, 2016 as the next Blythe Clean up Day.
10.	Development Impact: Fees	Staff will prepare a report explaining the significance of DIF fees and how they work. This item will then move to list #2 until funding to implement these fees is available.
11.	Prison Worker: Program	Staff will research the issue and reach out to the Wardens. This item could move to list #2 if funding is needed for this program.

<u>Rank:</u>	<u>Goal:</u>	<u>Scope of Work:</u>
12.	Transient Issues:	The Police Department would staff an employee or team to work with transients. The team would identify their issues or needs and work with them to find resources necessary to get them off the streets.
13.	Streamline: Development	Staff will research what other Cities are doing to see if any improvements can be made to our current process.
14.	Cap & Trade: Funding:	Staff will research the program and bring back a staff report identifying possible opportunities for the City.
15.	Blighted Building: Clean Up	Secure and clean up blighted buildings and homes along the freeway corridor. Program could address weed abatement in vacant lots. This item will then move to list #2 until funding for the project is available.
16.	Master Plans:	Staff will identify the scope of work and identify which plans need to be updated to address future expansion.
17.	Fee for Service Study:	This will identify all City fees that need to be updated or created due to current operational costs. This item is on list #2 as additional funding is needed to conduct this study.
18.	Water Conservation:	Staff is currently working with the State to drop our Conservation Order which would then allow us to self certify our water needs. If approved this could result in a reduction of our 28% conservation target. Staff is hoping for a reduction from 28% to 5%. Staff will send a letter to the Governor expressing Council's desire to remove the City from any conservation mandates.
19.	Prison Retention:	Staff will research how this program works and what if anything can be done to get workers receiving the bonus to live in Blythe.
20.	Lighting and: Landscape	Staff will work with consultants to identify ways to make these funds self sustainable and to make new districts part of the development process.

Attachment #3

List #1: Council Approved Goals funded in the Current Budget

<u>Rank:</u>	<u>Goal:</u>
1.	Grant Writer
2.	CIF Grants
3.	TOT Tax
4.	Quechan Cleaning and Dredging
5.	Street Improvement
6.	Freeway Clean Up/Beautification
8.	Economic Development/Direct Prospecting
9.	Clean up Day
10.	Streamline Development Process
11.	Cap and Trade Funding
18.	Water Conservation
19.	Prison Retention
20.	Lighting and Landscape Districts

Attachment #4

List #2: Council Approved Goals that need funding

<u>Rank:</u>	<u>Goal:</u>
7.	Additional Staff
10.	Development Impact Fees
11.	Prison Worker Program
12.	Resources to address Transient Problem
15.	Clean up of Blighted Buildings
16.	Master Plans for Water/Sewer/Park/Drainage
17.	Fee for Service Study

Attachment #5

Goals that did not make the Top 20

1. **Adopt a Park Program**
2. **New Equipment for Public Works**
3. **Inducements to replace RDA**
4. **Get MWD to participate**
5. **General Plan Amendment**
6. **Sales Tax Ballot Measure**

MAYOR

City of Blythe

2016 Goal Setting Exercise

Top 20 Goals selected by Council

Please rank goals from 1 to 20 with #1 being most important and #20 the least important

Goal:	Requested by:	Rank
1 Grant Writer	Oscar	15
2 Additional Staff	Oscar	3
3 Quechan Cleaning and Dredging	Erik	3
4 Prison Worker Program	Joey	14
5 Freeway Clean Up/Beautification	Tim	12
6 TOT Tax	Dale	2
7 Work with State on Water Conservation Targets	Joey	6
8 Resources to address Transient Problems	Tim	13
9 Economic Development/ Direct Prospecting	Dale	10
10 Cap and Trade Funding	Oscar	17
11 Master Plans for Water/Sewer/Park/Drainage	Erik	16
12 Abatement Money	Tim	18
13 Street improvement	Dale	9
14 Development Impact Fees	Oscar	11
15 Clean up Day prior to Centennial	Dale	14
16 Streamline Development Process	Erik	19
17 CIF Grants	Oscar	20
18 Prison Retention Bonus	Joey	16
19 Fee for Service Study	Dale	19
20 Lighting and Landscape District	Dale	20

TIM WADE

City of Blythe

2016 Goal Setting Exercise

Top 20 Goals selected by Council

Please rank goals from 1 to 20 with #1 being most important and #20 the least important

Goal:

Requested by:

Rank

1 Grant Writer	Oscar	4
2 Additional Staff	Oscar	3
3 Quechan Cleaning and Dredging	Erik	10
4 Prison Worker Program	Joey	5
5 Freeway Clean Up/Beautification	Tim	1
6 TOT Tax	Dale	9
7 Work with State on Water Conservation Targets	Joey	15
8 Resources to address Transient Problems	Tim	3
9 Economic Development/ Direct Prospecting	Dale	12
10 Cap and Trade Funding	Oscar	11
11 Master Plans for Water/Sewer/Park/Drainage	Erik	17
12 Abatement Money	Tim	8
13 Street improvement	Dale	7
14 Development Impact Fees	Oscar	10
15 Clean up Day prior to Centennial	Dale	13
16 Streamline Development Process	Erik	14
17 CIF Grants	Oscar	6
18 Prison Retention Bonus	Joey	20
19 Fee for Service Study	Dale	19
20 Lighting and Landscape District	Dale	18

COUNCIL MEMBER CALVIAN

City of Blythe

2016 Goal Setting Exercise

Top 20 Goals selected by Council

Please rank goals from 1 to 20 with #1 being most important and #20 the least important

Goal:

	Requested by:	Rank
1 Grant Writer	Oscar	1
2 Additional Staff	Oscar	2
3 Quechan Cleaning and Dredging	Erik	11
4 Prison Worker Program	Joey	17
5 Freeway Clean Up/Beautification	Tim	6
6 TOT Tax	Dale	4
7 Work with State on Water Conservation Targets	Joey	18
8 Resources to address Transient Problems	Tim	19
9 Economic Development/ Direct Prospecting	Dale	7
10 Cap and Trade Funding	Oscar	3
11 Master Plans for Water/Sewer/Park/Drainage	Erik	12
12 Abatement Money	Tim	16
13 Street improvement	Dale	4
14 Development Impact Fees	Oscar	5
15 Clean up Day prior to Centennial	Dale	16
16 Streamline Development Process	Erik	15
17 CIF Grants	Oscar	2
18 Prison Retention Bonus	Joey	13
19 Fee for Service Study	Dale	10
20 Lighting and Landscape District	Dale	14

Dale

City of Blythe

2016 Goal Setting Exercise

Top 20 Goals selected by Council

Please rank goals from 1 to 20 with #1 being most important and #20 the least important

Goal:	Requested by:	Rank
1 Grant Writer	Oscar	1
2 Additional Staff	Oscar	6
3 Quechan Cleaning and Dredging	Erik	7
4 Prison Worker Program	Joey	20
5 Freeway Clean Up/Beautification	Tim	8
6 TOT Tax	Dale	5
7 Work with State on Water Conservation Targets	Joey	18
8 Resources to address Transient Problems	Tim	10
9 Economic Development/ Direct Prospecting	Dale	11
10 Cap and Trade Funding	Oscar	17
11 Master Plans for Water/Sewer/Park/Drainage	Erik	12
12 Abatement Money	Tim	16
13 Street improvement	Dale	9
14 Development Impact Fees	Oscar	3
15 Clean up Day prior to Centennial	Dale	21
16 Streamline Development Process	Erik	13
17 CIF Grants	Oscar	2
18 Prison Retention Bonus	Joey	19
19 Fee for Service Study	Dale	15
20 Lighting and Landscape District	Dale	14

EVAN

City of Blythe

2016 Goal Setting Exercise

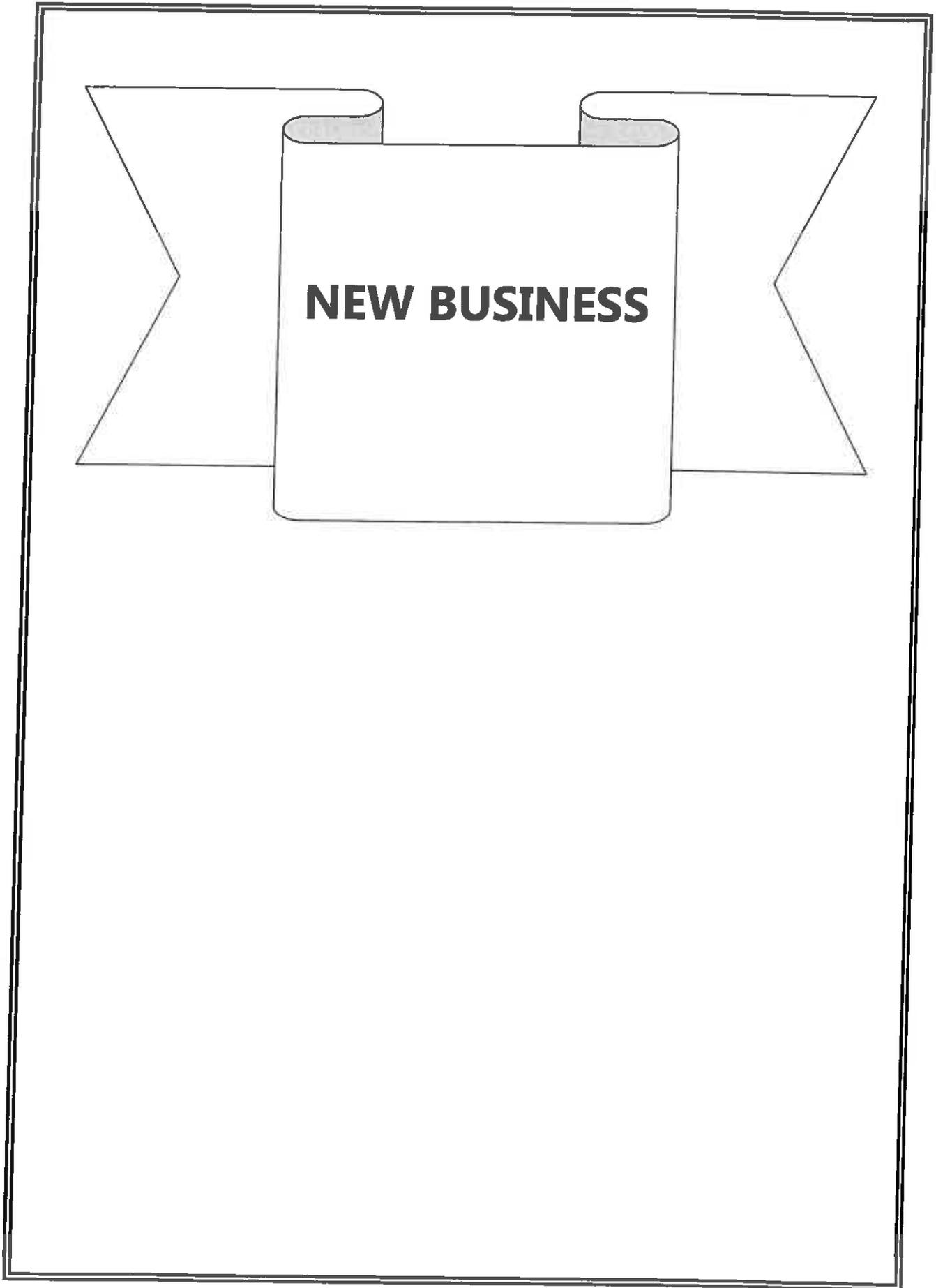
Top 20 Goals selected by Council

Please rank goals from 1 to 20 with #1 being most important and #20 the least important

Goal:

Requested by:	Rank
1 Grant Writer	1
2 Additional Staff	16
3 Quechan Cleaning and Dredging	15
4 Prison Worker Program	2
5 Freeway Clean Up/Beautification	9
6 TOT Tax	10
7 Work with State on Water Conservation Targets	4
8 Resources to address Transient Problems	17
9 Economic Development/ Direct Prospecting	18
10 Cap and Trade Funding	5
11 Master Plans for Water/Sewer/Park/Drainage	19
12 Abatement Money	6
13 Street improvement	12
14 Development Impact Fees	15
15 Clean up Day prior to Centennial	13
16 Streamline Development Process	14
17 CIF Grants	7
18 Prison Retention Bonus	20
19 Fee for Service Study	8
20 Lighting and Landscape District	20

-missing #11





**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: September 13, 2016

SUBJECT: Palo Verde Irrigation District Annual Election

PRESENTED BY: Mallory Crecelius, Deputy Admin Services Director

PREPARED BY: Mallory Crecelius, Deputy Admin Services Director

RECOMMENDATION: Staff recommends Council appoint Mayor Joseph DeConinck to serve as the City's Proxy to cast all votes in its name at the September 20, 2016 PVID Election. It is further recommended Council authorize Mayor DeConinck to vote for the incumbents: Charles VanDyke and Bart Fisher.

FISCAL IMPACT: None

BACKGROUND: The Palo Verde Irrigation District has a seven member board with two seats up for re-election. The incumbents are the only candidates running for election, but write in candidates are also accepted. The election will be held on September 20, 2016 at PVID's office located at 180 W. 14 Ave in Blythe. The polls will be open from 7am to 6pm.

STAFF REPORT: As a land owner the City will have a number of votes at the election as the voting structure set by the PVID Board is 1 vote per 1 acre of land. As there are two open seats, if the City has 5 votes as an example, 5 votes could be cast for each open seat. The City has voted in the last couple of elections to be a good partner with PVID.



CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: September 13, 2016

SUBJECT: Annual League of California Cities Conference Resolution

PRESENTED BY: Mallory Crecelius, Deputy Admin Services Director

PREPARED BY: Mallory Crecelius, Deputy Admin Services Director

RECOMMENDATION: It is recommended Council determine a position on the League's Annual Conference Resolution. Councilman Reynolds, the City's voting delegate will represent the City's position during the Annual Business Meeting.

FISCAL IMPACT: N/A

BACKGROUND: The League's 2016 Annual Conference is scheduled for October 5-7 in Long Beach, California. In order for the City's voting delegate to represent the City in the vote, the Council must form a position on the Resolution presented at the Business Meeting.

STAFF REPORT: The Resolution, submitted by the City of San Jose would commit the League of CA Cities to support Vision Zero, Toward Zero Deaths and other programs or initiatives to make safety a top priority for transportation projects and policy formulation while encouraging cities to pursue similar initiatives.

Each year more than 30,000 people are killed on streets in the US in traffic collisions. Traffic fatalities hit a seven year high in 2015 and is estimated to have exceeded 35,000 people with pedestrians and cyclists accounting for a disproportionate share. Vision Zero and Toward Zero Deaths are comprehensive strategies to eliminate all traffic fatalities and severe injuries using a multi-disciplinary approach, including education, enforcement and engineering measures. Cities across the world have these strategies and reduced traffic fatalities and injuries occurring on streets and highways.

Other cities in support of this Resolution include: Fremont, Los Angeles, Sacramento, San Diego, San Francisco, Santa Monica and West Hollywood.

ATTACHMENTS:

1. Resolution No. 1

1. RESOLUTION COMMITTING THE LEAGUE OF CALIFORNIA CITIES TO SUPPORTING VISION ZERO, TOWARD ZERO DEATHS, AND OTHER PROGRAMS OR INITIATIVES TO MAKE SAFETY A TOP PRIORITY FOR TRANSPORTATION PROJECTS AND POLICY FORMULATION, WHILE ENCOURAGING CITIES TO PURSUE SIMILAR INITIATIVES

Source: City of San Jose

Concurrence of five or more cities/city officials: Cities: Fremont; Los Angeles; Sacramento; San Diego; San Francisco; Santa Monica; and West Hollywood

Referred to: Transportation, Communication and Public Works Policy Committees

Recommendation to General Resolution Committee:

WHEREAS, each year more than 30,000 people are killed on streets in the United States in traffic collisions; and

WHEREAS, traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people; with pedestrians and cyclists accounting for a disproportionate share; and

WHEREAS the Centers for Disease Control recently indicated that America's traffic death rate per person was about double the average of peer nations; and

WHEREAS Vision Zero and Toward Zero Deaths are comprehensive strategies to eliminate all traffic fatalities and severe injuries using a multi-disciplinary approach, including education, enforcement and engineering measures; and

WHEREAS a core principal of Vision Zero and Toward Zero Deaths is that traffic deaths are preventable and unacceptable; and

WHEREAS cities across the world have adopted and implemented Vision Zero and Toward Zero Deaths strategies and successfully reduced traffic fatalities and severe injuries occurring on streets and highways; and

WHEREAS safe, reliable and efficient transportation systems are essential foundations for thriving cities.

RESOLVED that the League of California Cities commits to supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety;

AND encourage cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways;

AND encourage the State of California to consider adopting safety as a top priority for both transportation projects and policy formulation.

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Background Information on Resolution to Support Transportation Safety Programs

Each year more than 30,000 people are killed on streets in the United States in traffic collisions. Traffic fatalities in America hit a seven-year high in 2015 and are estimated to have exceeded 35,000 people, with children, seniors, people of color, low-income and persons with disabilities accounting for a disproportionate share. The Centers for Disease Control recently reported that the traffic death rate per

person in the United States was about double the average of peer nations, with close to 10% of these deaths occurring in California (3,074 in 2014). California's largest city, Los Angeles, has the highest rate of traffic death among large U.S. cities, at 6.27 per 100,000 people.

Cities around the world have adopted traffic safety projects and policies that underscore that traffic deaths are both unacceptable and preventable. In 1997, Sweden initiated a program called Vision Zero that focused on the idea that "Life and health can never be exchanged for other benefits within the society." The World Health Organization has officially endorsed Vision Zero laying out traffic safety as an international public health crisis and the United Nations General Assembly introduced the Decade of Action for Road Safety 2011-2020 and set the goal for the decade: "to stabilize and then reduce the forecast level of road traffic fatalities around the world" by 50% by 2020.

As of this writing, 18 U.S. cities have adopted Vision Zero programs (including New York City, Boston, Ft. Lauderdale, Austin, San Antonio, Washington DC, and Seattle) to reduce the numbers of fatal crashes occurring on their roads (<http://visionzeronetwork.org/map-of-vision-zero-cities/>). California cities lead the way, with the cities of San Jose, San Francisco, San Mateo, San Diego, Los Angeles, Long Beach and Fremont having adopted Vision Zero strategies and many others are actively considering adoption.

In 2009 a national group of traffic safety stakeholders launched an effort called "Toward Zero Deaths: A National Strategy on Highway Safety". This initiative has been supported by the Federal Highway Administration (FHWA) (<http://safety.fhwa.dot.gov/tzd/>) and states throughout the United States, including California (http://www.ots.ca.gov/OTS_and_Traffic_Safety/About_OTS.asp).

This past January the U.S. Department of Transportation launched its "Mayors' Challenge for Safer People and Safer Streets." This effort calls on elected officials to partner with the USDOT and raise the bar for safety for people bicycling and walking by sharing resources, competing for awards, and taking action. The California cities of Beverly Hills, Davis, Maywood, Cupertino, Culver City, Rialto, Santa Monica, Porterville, Los Angeles, San Jose, Monterey, Glendale, Irvine, Oakland, Palo Alto, Alameda, West Hollywood and Fullerton signed on to this effort. Additionally, the Institute of Transportation Engineers (ITE), a leading organization for transportation professionals, recently launched a new initiative to aggressively advance the Vision Zero and Towards Zero Deaths movements (<http://library.ite.org/pub/ed59a040-caf4-5300-8ffc-35deb33ce03d>).

Ultimately all of these programs share the fundamental belief that a data-driven, systems-level, interdisciplinary approach can prevent severe and fatal injuries on our nation's roadways. They employ proven strategies, actions, and countermeasures across education, enforcement and engineering. Support for many of these life-saving programs extends far beyond government agencies, and includes National Association of City Transportation Officials (NACTO), American Association of State Highway and Transportation Officials (AASHTO), Kaiser Permanente, AARP, the National Safe Routes to School Partnership, and the International Association of Chiefs of Police, among many others.

There is wide-spread recognition that cities and towns need safe, efficient transportation systems to be economically prosperous. A resolution by the League of California Cities to support transportation safety policies like Vision Zero and Toward Zero Deaths, and encourage implementation of projects and programs that prioritize safety will help California elevate the health and safety of its residents and position us as a leader in national efforts to promote a culture of safe mobility for all.

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League of California Cities Staff Analysis on Resolution No. 1

Staff: Rony Berdugo
Committee: Transportation, Communication, and Public Works

Summary:

The resolved clauses in Resolution No. 1: commits the League of California Cities to:

- 1) Supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety;
- 2) Encouraging cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways; and
- 3) Encouraging the State to consider adopting transportation safety as a top priority for transportation projects and policy formulation.

Background:

The City of San Jose notes national and international efforts to reduce fatal and severe injury traffic collisions through systematic data driven approaches, such as Vision Zero and Toward Zero Deaths. According to the World Health Organization (WHO), "Vision Zero is a traffic safety policy, developed in Sweden in the late 1990s and based on four elements: ethics, responsibility, a philosophy of safety, and creating mechanisms for change."¹ Below is a summary of each Vision Zero element, according to WHO:

1. Ethics – Life and health trump all other transportation benefits, such as mobility.
2. Responsibility – Responsibility for crashes and injuries is shared between the providers of the system and the road users.
3. Safety Philosophy – Asserts that a transportation system should account for the unstable relationship of human error with fast/heavy machinery to avoid deaths/serious injury, but accept crashes/minor injuries.
4. Driving Mechanisms for Change – Asserts that road users and providers must both work to guaranteeing road safety, taking measures such as: improving levels of seat belt use, installing crash-protective barriers, wider use of speed camera technology, increasing random breathalyzer tests, and promoting safety in transportation project contracts.

A Vision Zero City meets the following minimum standards:

- Sets clear goal of eliminating traffic fatalities and severe injuries
- Mayor has publicly, officially committed to Vision Zero
- Vision Zero plan or strategy is in place, or Mayor has committed to doing so in clear time frame
- Key city departments (including police, transportation and public health) are engaged

List of cities that meet the minimum Vision Zero standards nationally include: Anchorage, AK; Austin, TX; Boston, MA; Cambridge, MA; Denver, CO; Eugene, OR; Fort Lauderdale, FL; Fremont, CA; Los Angeles, CA; New York, NY; Portland, OR; Sacramento, CA; San Antonio, TX; San Diego, CA; San Francisco, CA; San Jose, CA; Seattle, WA; Washington, DC

List of cities that are considering adoption of Vision Zero nationally include: Ann Arbor, MI; Bellevue, OR; Bethlehem, PA; Chicago, IL; Columbia, MO; Houston, TX; Long Beach, CA;

¹ http://who.int/violence_injury_prevention/publications/road_traffic/world_report/chapter1.pdf

New Orleans, CA; Philadelphia, PA; Pittsburgh, PA; San Mateo, CA; Santa Ana, CA; Santa Cruz, CA; Santa Monica, CA; St. Paul, MN; Tampa, FL²

Vision Zero – Samples:

1. San Francisco – In 2015, the City established a two-year action strategy that outlines the projects and policy changes to implement its Vision Zero goal of zero traffic deaths by 2024. The strategy adopts five core principles, such as: 1) traffic deaths are preventable and unacceptable; 2) safety for all road modes and users is the highest priority; 3) transportation system design should anticipate inevitable human error; 4) education, enforcement, and vehicle technology contribute to a safe system; and 5) transportation systems should be designed for speeds that protect human life.³ The strategy focuses on engineering, enforcement, education, evaluation, and policy changes that can be made to achieve their goals. The City is working on projects, such as:
 - a. Creating protected bike lanes
 - b. Building wider sidewalks
 - c. Reducing traffic speeds⁴

The City is also exploring policy changes to state law that will allow the City to place traffic cameras near schools and senior centers to cite speeding drivers through automated speed enforcement.⁵

2. Los Angeles – the City has established a commitment to eliminate all traffic deaths by 2025. They have identified a network of streets, known as the High Injury Network (HIN)⁶, which maps out their areas of concern where they plan on making strategic investments in reducing deaths/severe injury. According to the City, only 6% of their city streets account for 2/3 of all deaths/severe injury for pedestrians. The City highlights the three following projects as part of their Vision Zero efforts⁷:
 - a. Installation of 22 new Leading Pedestrian Intervals (LPIs) at signals throughout the city, which gives pedestrians a head start against right-turning vehicles when crossing
 - b. Installation of a pedestrian scramble at the intersection of Hollywood and Highland, which stops traffic in all four-directions during pedestrian crossing.
 - c. Installation of curb extensions along Cesar E. Chavez Avenue in their HIN, which reduces the crossing distance for pedestrians, narrows the intersections, and reduces speed for turning vehicles.

San Francisco's Vision Zero Categories:

1. Engineering – implement treatments and redesign streets to reduce the frequency and severity of collisions (i.e. using/implementing: high injury network maps, signal timing, high visibility crosswalks, bus stop lengths, etc.)
2. Enforcement – use data driven approach to cite and focus on violations of the California Vehicular Code and S.F. Transportation Code that identify as causative in severe and fatal collisions (i.e. explore implementation of E-citation Pilot, reporting on traffic collision data, police training, etc.)

² <http://visionzeronet.org/wp-content/uploads/2016/02/VZ-map-April-20-2016-4.jpg>

³ <http://www.ioomag.com/magazine/vision-zero-san-francisco/0685197001423594455?short>

⁴ <http://visionzerosf.org/vision-zero-in-action/engineering-streets-for-safety/>

⁵ <http://visionzerosf.org/vision-zero-in-action/public-policy-for-change/>

⁶ <http://ladot.maps.arcgis.com/apps/MapJournal/index.html?appid=488062f00db44ef0a29bf481aa337cb3>

⁷ <http://visionzero.lacity.org/actions/>

3. Education – coordinate among city departments to create citywide strategy for outreach and safety programs, such as Safe Routes to Schools. (i.e. education campaign includes – Safe Streets SF, large vehicle safe driving for municipal vehicles, etc.)
4. Evaluation – evaluate the impact of engineering, enforcement, education and policy efforts to provide recommendations for refinement (i.e. use of web-based data sharing and tracking systems for transparency and accountability).
5. Policy – support and mobilize local and state policy initiatives that advance Vision Zero (i.e. Advance Automated Safety Enforcement initiative at the state level, in-vehicle technology usage, partnering with state and federal agencies on administrative and legal issues, etc.)

In its annual reporting, the City has established the following measures for successful benchmarks:

- Decreasing total severe and fatal injuries
- Decreasing the proportion of severe and fatal injuries in communities of concern to address social inequities
- Decreasing medical costs at SF General Hospital relating to collisions
- Increasing the number of engineering projects and miles of streets receiving safety improvements
- Decreasing the speeds on SF streets
- Increasing investigation and prosecution of vehicular manslaughter
- Increasing public awareness of Vision Zero and traffic safety laws
- Increasing policy changes made at the state and local levels to advance Vision Zero

Toward Zero Deaths – The Federal Highway Administration (FHWA) within the United States Department of Transportation (USDOT) is committed to the vision of eliminating fatalities and serious injuries on national roadways. FHWA has a strategic goal of ensuring the “nation’s highway system provides safe, reliable, effective, and sustainable mobility for all users.”⁸ It is essentially the national version of Vision Zero administered primarily through the Highway Safety Improvement Program (HSIP).

At the state level, the California Office of Traffic Safety (OTS) has a mission to “effectively and efficiently administer traffic safety grant funds to reduce traffic deaths, injuries, and economic losses.”⁹ They make available grants to local and state public agencies for traffic law enforcement, public traffic safety education, and other programs aimed at reducing fatalities, injuries, and economic loss from collisions.

Support: City of Fremont, City of Los Angeles, City of Sacramento, City of San Francisco, City of San Jose, City of Santa Monica, and City of West Hollywood

Opposition: One individual

Fiscal Impact: Unknown. The costs to any particular city can vary tremendously depending on the level and scope of investment any particular city would seek to make. For example, the City of San Francisco has Vision Zero project costs ranging from \$30,000 for pedestrian safety treatments up to \$12,000,000 for a Streetscape project. The cost of any particular effort could be well below, above, and anywhere between those ranges for Vision Zero implementation.

⁸ <http://safety.fhwa.dot.gov/tzd/>

⁹ [http://www.ots.ca.gov/OTS and Traffic Safety/About OTS.asp](http://www.ots.ca.gov/OTS%20and%20Traffic%20Safety/About%20OTS.asp)

Comment:

- 1) Policy committee members are encouraged to consider carefully how the adoption of the resolved clause in this resolution may affect the League's future policy when it comes to advocating for transportation funding and other existing priorities. While the clause "encouraging cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways" provides an opportunity to highlight strategies that can be considered to improve transportation safety, two other aspects of the resolved appear to establish new policy for the organization in that it would "commit" the League to:
 - Supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety.
 - Encouraging the State to consider adopting transportation safety as a top priority for transportation projects and policy formulation.
- 2) Effects of various strategies to improve transportation safety can vary. According to an article published in the San Francisco Chronicle on March 26, 2016, deaths in San Francisco traffic were not falling despite Vision Zero efforts.¹⁰ The article notes that there were seven deaths in 2016, while there was only one in the first 10 weeks of 2015 and seven in 2014 during the same period. The San Francisco Department of Public Health commented that despite these incidents, it's too early to make any conclusions about Vision Zero's effectiveness. In Los Angeles, however, the city has cited significant decreases in severe and fatal injuries with implementation of certain technologies, such as installation of pedestrian scrambles. The success of Vision Zero in any particular city will likely depend on the level of investment and scope of the project(s) as the projects can vary widely.
- 3) In the fifth "Whereas" clause from the top, the word "principal" should be "principle."

Existing League Policy: "The League supports additional funding for local transportation and other critical unmet infrastructure needs. One of the League's priorities is to support a consistent and continuous appropriation of new monies from various sources directly to cities and counties for the preservation, maintenance and rehabilitation of the local street and road system. New and additional revenues should meet the following policies:

- **System Preservation and Maintenance.** Given the substantial needs for all modes of transportation, a significant portion of new revenues should be focused on system preservation. Once the system has been brought to a state of good repair, revenues for maintenance of the system would be reduced to a level that enables sufficient recurring maintenance.
- **Commitment to Efficiency.** Priority should be given to using and improving current systems. Recipients of revenues should incorporate operational improvements and new technology in projects.
- **All Users Based System.** New revenues should be borne by all users of the system from the traditional personal vehicle that relies solely on gasoline, to those with new hybrid or electric technology, to commercial vehicles moving goods in the state, and even transit, bicyclists, and pedestrians who also benefit from the use of an integrated transportation network.
- **Alternative Funding Mechanisms.** Given that new technologies continue to improve the efficiency of many types of transportation methods, transportation stakeholders must be open to new alternative funding mechanisms. Further, the goal of reducing greenhouse gases is also expected to affect vehicle miles traveled, thus further reduce gasoline consumption and revenue from the existing gas tax. The

¹⁰ <http://www.sfchronicle.com/bayarea/article/Deaths-in-S-F-traffic-not-falling-despite-Vision-7182486.php>

existing user based fee, such as the base \$0.18-cent gas tax is a declining revenue source. Collectively, we must have the political will to push for sustainable transportation revenues.

- **Unified Statewide Solution.** For statewide revenues, all transportation stakeholders must stand united in the search for new revenues. Any new statewide revenues should address the needs of the entire statewide transportation network, focused in areas where there is defensible and documented need.
- **Equity.** New revenues should be distributed in an equitable manner, benefiting both the north and south and urban, suburban, and rural areas as well as being equally split between state and local projects.
- **Flexibility.** Needs vary from region to region and city to city. New revenues and revenue authority should provide the flexibility for the appropriate level of government to meet the goals of the constituents.
- **Accountability.** All tax dollars should be spent properly, and recipients of new revenues should be held accountable to the taxpayers, whether at the state or local level.”¹¹

Additionally, the League adopted to “Increase Funding for Critical Transportation and Water Infrastructure” as its number one strategic goal for 2016. It reads, “Provide additional state and federal financial assistance and new local financing tools to help meet the critical transportation (streets, bridges, active transportation, and transit) and water (supply, sewer, storm water, flood control, etc.) infrastructure maintenance and construction needs throughout California’s cities.”¹²

¹¹ <http://www.cacities.org/Resources-Documents/Policy-Advocacy-Section/Policy-Development/2016-Summary-of-Existing-Policy-and-Guiding-Princi.aspx>

¹² <http://www.cacities.org/Secondary/About-Us/Strategic-Priorities>



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: September 13, 2016

SUBJECT: Blythe Clean up Day

PRESENTED BY: Mallory Crecelius, Deputy Administrative Services Director

PREPARED BY: Mallory Crecelius, Deputy Administrative Services Director

RECOMMENDATION: Council set October 15, 2016 as the date of the next Blythe Clean up Day.

FISCAL IMPACT: Unknown, CalRecycle grant funds available to purchase clean up supplies.

BACKGROUND: On August 30th Council held a Special Council Meeting to discuss goal setting for 2016. One of the identified goals was a Clean-up Day(s) prior to this year's Homecoming and Centennial Festivities.

STAFF REPORT: As Homecoming is November 5th, we must begin work on a clean up effort now. Fall is a busy time in Blythe. September is still a warm month, with Flag Football's opener and the PAL Dinner on September 24th, October 1st is the Rec Center's Fall Festival and the Miss Blythe Pageant. The Bazaar is the weekend of October 22nd and the Cancer Walk is scheduled for October 29th. Staff is unaware of any scheduled activities aside from Flag Football which would conflict with a clean up on October 15th.

ATTACHMENTS: None



CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: September 13, 2016

SUBJECT: 14th Avenue Street Rehabilitation Project
PRESENTED BY: Armando Baldizzone, Public Works Director
PREPARED BY: Armando Baldizzone, Public Works Director

RECOMMENDATION: For the construction of 14th Avenue Rehabilitation Project staff recommends City Council to:

- 1- Awards an agreement to Pyramid Construction and Aggregates Inc, for \$417,778.10; and
- 2- Establishes a project budget not to exceed \$450,778.10
- 3- Authorizes the City Manager or designee to execute agreement and manage all project documentation.
- 4- Authorizes the City Manager or designee to approve change orders during construction not exceeding the amount of \$10,000.
- 5- Authorizes the City Manager or his designee to award an agreement for Construction Surveying Services to Amir Engineering and Surveying Inc,
- 6- Authorizes purchase order to Amir Engineering and Surveying Inc, in the amount not to exceed \$28,000.

FISCAL IMPACT: Street Capital Projects. Measure A Funds. Four hundred fifty thousand, seven hundred seventy eight dollars and ten cents (\$450,778.10).

BACKGROUND: The 14th Avenue Rehabilitation Project (from Lovekin Blvd to Broadway Blvd) was identified as one of the projects for rehabilitation at the City Council on March 10, 2015, and it was considered in the FY 16/17 budget under the Street Capital Project Funds. The project consists of grinding and overlay of asphalt pavement, demolition and construction of curb, gutter, sidewalks, spandrels, and the construction of ADA ramps

STAFF REPORT: The 14th Avenue Rehabilitation Project plans and specifications were prepared by Amir Engineering and Surveying Inc, as the City's consultant providing engineering services. Notices inviting sealed bids were published during the weeks of July 29 and August 5 of 2016, on the Palo Verde Valley, Riverside and Coachella Valley newspapers. A Mandatory Pre-bid meeting was held at the City Hall on August 11th, 2016. On August 30th, 2016, the City received five sealed bids:

Bidders Name	Location	Bid Amount
Granite Construction Company	Indio	\$ 505,750.00
Hardy and Harper Inc	Santa Ana	\$ 555,000.00
Pyramid Construction and Aggregates Inc.	Herber	\$ 417,778.10
Sully Miller Contracting Company	Brea	\$ 491,280.00
Hall Hays Construction Inc	Riverside	\$ 469,558.70

The engineer's estimate for this project was \$390,742.50. The lowest bid was submitted by Pyramid Construction and Aggregates Inc, in the amount of \$ 417,778.10.

Staff reviewed Pyramid's project work history, references and construction license. Pyramid has successfully performed similar work for various government agencies. Pyramid's construction license is current and in good standing with the State of California. Therefore, staff determined Pyramid Construction and Aggregates Inc, is a responsive and responsible bidder, and recommends awarding the contract for 14th Avenue Rehabilitation Project.

Generally, the City contracts the engineer of records to provide construction surveying. A proposal from Amir Engineering and Surveying Inc, for construction surveying was received on August 19, 2016 in the amount of \$28,000.00. The City also outsources inspections which are estimated in the amount of \$5,000.00.

The anticipated project expenditures for 14th Avenue Rehabilitation Project are \$ 450,778.10.

ATTACHMENTS:

- 1. Bid Opening Sheet**
- 2. Agreement**
- 3. Notice to Award**
- 4. Amir Engineering and Surveying Inc, Proposal**

City of Blythe
Invitation for Proposals:
14th Avenue Rehabilitation Project from Lovekin to Broadway
August 30, 2016
2:00pm

Company:

Bid Amount :

<u>Granite Const. Co</u>	<u>505,750.00</u>
<u>Hardy & Harper, inc.</u>	<u>555,000.00</u>
* <u>pyramid construction</u>	<u>417,722.10</u>
<u>Sully miller Contracting</u>	<u>491,280</u>
<u>Hal Hays Const.</u>	<u>469,552.70</u>
<u> </u>	<u> </u>

SECTION IV – CONTRACT AND BOND FORMS

7--AGREEMENT

THIS AGREEMENT, dated September 13, 2016, is made by the City of Blythe, a municipal corporation, ("City") and PYRAMID CONSTRUCTION AND AGGREGATES INC, a California Corporation, ("Contractor").

ACCORDINGLY, the parties hereto agree as follows:

1. SCOPE OF WORK.

The Work consists of the rehabilitation of 14TH Avenue from Lovekin Boulevard to Broadway Boulevard. The project consists of grinding, removal and overlay of asphalt pavement, demolition and construction of curb, gutter, sidewalk and spandrels, and the construction of pedestrian ramps.

The Work is further described in the "Contract Documents" referred to below.

The Project is "14TH Avenue Rehabilitation Project".

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project: this Agreement; notice inviting bids; the Contractor's bid; the complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions; the provisions of the most current edition of Standard Specifications for Public Works Construction, published by Building News, Inc., Los Angeles, California, popularly known as "The Green Book"; Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each Bond; certificates of insurance; Federal funding supplement (Davis Bacon Act and equal opportunity clause), unless this item is stricken out by the Project Manager; and all addenda setting forth any modifications or interpretations of those documents. The documents comprising the complete Agreement will be referred to as the "Contract Documents."

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

In the event of an inconsistency in the Contract Documents the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in the "Standard Specifications for Public Works Construction" (The Green Book).

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

3. CITY'S REPRESENTATIVE.

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

4. SCHEDULE.

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

5. EQUIPMENT - PERFORMANCE OF WORK.

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

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

6. CONTRACT PRICE - \$ 417,778.10

7. TIME OF PERFORMANCE.

Work shall begin within twenty (20) days after the date this Agreement is executed by City unless a later time is agreed upon in writing by the parties, and the Work shall be completed within forty five (45) calendar days from the first day of commencement of the Work.

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

If Contractor refuses or fails to prosecute the Work or any severable part of it with such

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

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

9. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, City may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 8 of this Agreement, charge to Contractor or his sureties, or deduct from payments or credits due Contractor, a sum equal to \$1,000.00 as liquidated damages for each day beyond the date provided for the completion of such Work.

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

10. PERFORMANCE BY SURETIES.

In the event Contractor fails or refuses to perform the Work, City may provide Contractor with a notice of intent to terminate as provided in paragraph 8, of this Agreement. The City shall immediately give written notice of such intent to terminate to Contractor and Contractor's surety or sureties, and the sureties shall have the right to take over and perform this Agreement;

provided, however, that the sureties must, within five (5) days after City's giving notice of termination, (a) give the City written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the City that the Work shall be performed diligently and in a timely manner; and, (c) must commence performance thereof within five (5) days after providing notice to the City of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, City may take over the Work and complete it, at the expense of Contractor, and the Contractor and the sureties shall be liable to City for any excess costs or damages including those referred to in Paragraph 9, incurred by City. In such event, City may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to Contractor as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

11. DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

12. SUPERINTENDENCE BY CONTRACTOR.

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

13. INSPECTION BY CITY.

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

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

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

15. PAYMENTS TO CONTRACTOR.

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

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

Upon the request of Contractor and at his expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to City for substitution for the retained funds. If City approves the form and amount of the offered securities it will release the

retained funds and will hold the securities in lieu thereof. Contractor shall be entitled to any interest earned on the securities.

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

16. PROMPT PAYMENT OF SUBCONTRACTORS.

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

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

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

17. CONTRACT SECURITY AND GUARANTEE.

Unless previously provided by Contractor to City, Contractor shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials

in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to City. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

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

Contractor guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of Caltrans Standard Specifications. Contractor shall, at his own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and standard specifications; provided, however, that Contractor shall be obligated under this provision only to the extent of those failures or defects of which he is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

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

18. INDEMNIFICATION.

Contractor agrees to protect, defend, indemnify and hold harmless City and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses,

or damages of any nature, including attorney fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement, except that the indemnity obligation of Contractor shall be reduced by an amount proportional to the active negligence of City, if any.

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

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

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

In the event that Contractor and City are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of Contractor, or by a dangerous condition

of City's property created by Contractor or existing while the property was under the control of Contractor, Contractor shall not be relieved of its indemnity obligation to City by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the City.

19. INSURANCE.

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

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

limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

20. PROOF OF INSURANCE.

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

21. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

Eight hours of labor shall constitute a legal day's work during any one calendar day. Contractor shall forfeit to City the sum of twenty-five dollars (\$25.00) for each workman employed in the execution of this Agreement by Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815, inclusive.

22. PREVAILING WAGE SCALE.

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

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

23. NON – DISCRIMINATION.

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

24. CONTRACT ASSURANCE.

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

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

25. PROVISIONS CUMULATIVE

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

26. NOTICES.

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

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

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

Attention: Construction Management

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

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

27. INDEPENDENT CONTRACTOR.

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

parties. The parties specifically acknowledge and agree that Contractor is not a partner with City, whether general or limited, and no activities of City or Contractor or statements made by City or Contractor shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent Contractor relationship.

27.2 PERS Eligibility Indemnity.

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

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

28. VALIDITY.

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

29. GOVERNING LAW.

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

30. NO THIRD PARTY BENEFICIARY RIGHTS.

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

31. ASSIGNABILITY

This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

32. WAIVER.

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

33. HEADINGS.

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

34. COUNTERPARTS.

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

35. CORPORATE AUTHORITY.

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

36. ADDITIONAL SERVICES.

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

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

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

ATTEST:

CITY OF BLYTHE

City Clerk of the City of Blythe

Peter Cosentini

City Manager of the City of Blythe

APPROVED AS TO FORM:

CONTRACTOR:

Baron Bettenhausen

(Name)

City Attorney

Title: _____

APPROVED FOR CONTENT:

State License No.: _____

Federal Tax I.D. No.: _____

Address _____

Armando Baldizzone, PE

Project Manager

Telephone _____

SECTION IV – CONTRACT AND BOND FORMS

1--NOTICE OF AWARD

TO: PYRAMID CONSTRUCTION AND AGGREGATES INC
DARYL DICKERSON – PRESIDENT
839 DOGWOOD ROAD
(760) 337-5839

PROJECT DESCRIPTION:

**CITY OF BLYTHE
14TH AVENUE REHABILITATION PROJECT
FROM S. LOVEKIN BLVD.TO S. BROADWAY**

The City of Blythe has considered the bid submitted by you for the above-described work in response to its Invitation for Proposals and Information for Bidders dated August 30th, 2016.

You are hereby notified that your bid has been accepted as listed on the Schedule of Items and Prices in the proposal forms in the amount of \$417,778.10

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

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

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

Dated this 13th day of September, 2016.

CITY OF BLYTHE - OWNER

By: Armando Baldizzone, P.E.
Public Works Director/City Engineer

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

August 19, 2016

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

RE: 14th Avenue from Lovekin Boulevard to Broadway
Blythe CA. 92225

Dear Mr. Baldizzone,

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

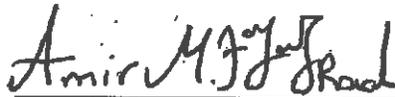
1. Construction staking
2. Horizontal controls
3. Vertical controls
4. Bench marks
5. Saw-cut lines
6. Curb staking for intersections
7. Cut sheets
8. Staking of handicap ramps
9. Staking of cross gutters and spandrels
10. Verify top of pavement elevations
11. Staking of signs and striping
12. Tie centerline monuments
13. Reset centerline monuments
14. Tie sheets

Our fee for these services is \$ 28,000.00

Please indicate your approval of this proposal by signing this letter and returning it to our office.

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



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: September 13, 2016

SUBJECT: Broadway Street Improvements Project
PRESENTED BY: Armando Baldizzone, Public Works Director
PREPARED BY: Armando Baldizzone, Public Works Director

RECOMMENDATION: For the construction of Broadway Street Improvements Project staff recommends City Council to:

- 1- Awards an agreement to Hal Hays Inc, for \$1,059,765.00; and
 - 2- Establishes a project budget not to exceed \$1,105,765.00; and
 - 3- Authorizes the City Manager or designee to execute agreement and manage all project documentation; and
 - 4- Authorizes the City Manager or designee to approve change orders during construction not exceeding the amount of \$10,000.
 - 5- Authorizes the City Manager or designee to execute agreement for construction surveying with The Holt Group; and
 - 6- Authorizes a purchase order to the Holt Group, in the amount not to exceed \$41,000.
-

FISCAL IMPACT: Street Capital Projects. Measure A Funds. One million, one hundred thousand, seven hundred sixty five dollars and zero cents (\$1,100,765.00)

BACKGROUND: The Broadway Street Improvements Project (from 14th Avenue to Hobsonway and from Barnard to 432 Broadway) was identified as one of the projects for rehabilitation at the City Council on March 10, 2015, and it was considered in the FY 16/17 budget under the Street Capital Project Funds.

The project consists of cold planing of existing pavement, the removal, disposal and construction of curb and gutter, sidewalk, cross gutters, driveways and handicap curb returns, grade adjustment of utilities, crack sealing of the roadway, the placement of a stress absorbing membrane interlayer (SAMI) over the roadway, and the installation of a 2 inch thick layer of new asphalt concrete over the entire roadway.

STAFF REPORT: The Broadway Street Improvements Project plans and specifications were prepared by The Holt Group, as the City's consultant providing engineering services. Notices inviting sealed bids were published during the weeks of July 29 and August 5 of 2016, on the Palo Verde Valley, Riverside and Coachella Valley newspapers. A Mandatory Pre-bid meeting was held at the City Hall on August 11th, 2016. On August 30th, 2016, the City received three sealed bids:

Bidders Name	Location	Bid Amount
Granite Construction Company	Indio	\$ 1,103,105.00
Hal Hays Construction Inc	Riverside	\$ 1,059,765.00
Sully Miller Contracting Company	Brea	\$ 1,285,000.00

The engineer's estimate for this project was \$1,096,838.00. The lowest bid was submitted by Hal

Hays Construction Inc, in the amount of \$ 1,059,765.00.

Staff reviewed Hal Hays' project work history, references and construction license. Hal Hays has successfully performed similar work for various government agencies. Hal Hays' construction license is current and in good standing with the State of California. Therefore, staff determined Hal Hays Construction Inc, is a responsive and responsible bidder, and recommends awarding the contract for 14th Avenue Rehabilitation Project.

Generally, the City contracts the engineer of records to provide construction surveying services. A proposal from The Holt Group, for construction surveying was received on August 19, 2016 in the amount of \$41,000.00. The proposal includes inspection services.

The anticipated project expenditures for Broadway Street Improvements Project are \$ 1,100,765.00

ATTACHMENTS:

- 1. Bid Opening Sheet**
- 2. Agreement**
- 3. Notice to Award**
- 4. The Holt Group Proposal**

**City of Blythe
Invitation for Proposals:
Broadway Street Improvement Project
August 30, 2016
2:30pm**

Company:

Bid Amount:

<u>Sully Miller Contracting</u>	<u>1,285,000 -</u>
<u>Granite Construction Co.</u>	<u>1,103,105 -</u>
<u>* Hal Hays Const.</u>	<u>1,059,765.00</u>
<u> </u>	<u> </u>

SECTION IV – CONTRACT AND BOND FORMS

7--AGREEMENT

THIS AGREEMENT, dated September 13, 2016, is made by the City of Blythe, a municipal corporation, ("City") and HAL HAYS CONSTRUCTION INC, a California Corporation, ("Contractor").

ACCORDINGLY, the parties hereto agree as follows:

1. SCOPE OF WORK.

The Work consists of the street improvements Broadway Boulevard from 14th Avenue to Hobsonway and from Barnard Street to Station 8+83.73. The project consists of cold planing of existing pavement, the removal and disposal of various existing sections of curb and gutter, sidewalk, crossgutters, driveways and handicap curb returns, the grade adjustment of various utility appurtenances, the crack sealing of the roadway, the placement of a stress absorbing membrane interlayer (SAMI) over the roadway, the installation of new sections of curb and gutter, sidewalk, handicap ramps, spandrels, crossgutters and driveways and the installation of a 2 inch thick layer of new asphalt concrete over the entire roadway. The Work is further described in the "Contract Documents" referred to below.

The Project is "Broadway Street Improvements Project".

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project: this Agreement; notice inviting bids; the Contractor's bid; the complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions; the provisions of the most current edition of Standard Specifications for Public Works Construction, published by Building News, Inc., Los Angeles, California, popularly known as "The Green Book"; Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each Bond; certificates of insurance; Federal funding supplement (Davis Bacon Act and equal opportunity clause), unless this item is stricken out by the Project Manager; and all addenda setting forth any modifications or interpretations of those documents. The documents comprising the complete

Agreement will be referred to as the "Contract Documents."

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

In the event of an inconsistency in the Contract Documents the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in the "Standard Specifications for Public Works Construction" (The Green Book).

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

3. CITY'S REPRESENTATIVE.

The City's Representative is Armando Baldizzone, Public Works Director, who shall be referred to herein as the Project Manager ("Project Manager").

4. SCHEDULE.

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

5. EQUIPMENT - PERFORMANCE OF WORK.

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

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

6. CONTRACT PRICE - \$ 1,059,765.00

7. TIME OF PERFORMANCE.

Work shall begin within twenty (20) days after the date this Agreement is executed by City unless a later time is agreed upon in writing by the parties, and the Work shall be completed

within sixty (60) calendar days from the first day of commencement of the Work.

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

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

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

9. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, City may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 8 of this Agreement, charge to Contractor or his sureties, or deduct from payments or credits due Contractor, a sum equal to \$1,000.00 as liquidated damages for each day beyond the date provided for the completion of such Work.

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

10. PERFORMANCE BY SURETIES.

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

11. DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

12. SUPERINTENDENCE BY CONTRACTOR.

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

13. INSPECTION BY CITY.

Contractor shall at all times maintain proper facilities and provide safe access for

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

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

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

15. PAYMENTS TO CONTRACTOR.

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

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

furnished labor or materials for the Work, if required by City.

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

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

16. PROMPT PAYMENT OF SUBCONTRACTORS.

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

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

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

17. CONTRACT SECURITY AND GUARANTEE.

Unless previously provided by Contractor to City, Contractor shall furnish, concurrently

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

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

Contractor guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of Caltrans Standard Specifications. Contractor shall, at his own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and standard specifications; provided, however, that Contractor shall be obligated under this provision only to the extent of those failures or defects of which he is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to City pursuant to this provision shall be cumulative with all rights and remedies available to City pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by Contractor nor

his furnishing of the Bonds, nor acceptance thereof by City, shall constitute a waiver of any rights or remedies available to City against Contractor.

18. INDEMNIFICATION.

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

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

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

The hold harmless agreements by Contractor shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of Contractor or any subcontractor or others performing on behalf of Contractor, whether or not such insurance policies are applicable. Contractor shall require any and all tiers of subcontractors to afford the same degree of

indemnification to the City of Blythe and its elected and appointed boards, officers, agents, and employees that is required of Contractor and shall incorporate identical indemnity provisions in all contracts between Contractor and all tiers of his subcontractors.

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

19. INSURANCE.

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers'

compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

this policy."

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

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

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

20. PROOF OF INSURANCE.

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

21. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

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

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

22. PREVAILING WAGE SCALE.

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

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

23. NON – DISCRIMINATION.

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

24. CONTRACT ASSURANCE.

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

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

25. PROVISIONS CUMULATIVE

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

26. NOTICES.

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

personally delivered or sent by certified mail, postage prepaid.

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

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

Attention: Construction Management

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

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

27. INDEPENDENT CONTRACTOR.

27.1 The parties hereto acknowledge and agree that the relationship between City and Contractor is one of principal and independent Contractor and no other. All personnel to be utilized by Contractor in the performance of this Agreement shall be employees of Contractor and not employees of the City. Contractor shall pay all salaries

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

27.2 PERS Eligibility Indemnity.

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

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

28. VALIDITY.

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

29. GOVERNING LAW.

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

30. NO THIRD PARTY BENEFICIARY RIGHTS.

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

31. ASSIGNABILITY

This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

32. WAIVER.

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

33. HEADINGS.

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

34. COUNTERPARTS.

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

35. CORPORATE AUTHORITY.

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

36. ADDITIONAL SERVICES.

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

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

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

ATTEST:

CITY OF BLYTHE

City Clerk of the City of Blythe

Peter Cosentini

City Manager of the City of Blythe

APPROVED AS TO FORM:

CONTRACTOR:

Baron Bettenhausen

(Name)

City Attorney

Title: _____

APPROVED FOR CONTENT:

State License No.: _____

Federal Tax I.D. No.: _____

Address _____

Armando Baldizzone, PE

Project Manager

Telephone _____

SECTION IV -- CONTRACT AND BOND FORMS

1--NOTICE OF AWARD

TO: HAL HAYS CONSTRUCTION INC
KIRBY HAYS – PRESIDENT
4181 LATHAM STREET
(951) 788-0703

PROJECT DESCRIPTION:

CITY OF BLYTHE
BROADWAY STREET IMPROVEMENT PROJECT FROM 14TH AVENUE TO HOBSONWAY
AND FROM BROADWAY STREET TO STATION 8+87.73

The City of Blythe has considered the bid submitted by you for the above-described work in response to its Invitation for Proposals and Information for Bidders dated August 30th, 2016.

You are hereby notified that your bid has been accepted as listed on the Schedule of Items and Prices in the proposal forms in the amount of **\$1,059,765.00**

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

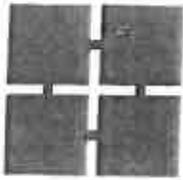
If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned. The City will be entitled to such other rights as may be granted by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

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

Dated this 13th day of September, 2016.

CITY OF BLYTHE - OWNER

By: Armando Baldizzone, P.E.
Public Works Director/City Engineer



**The
Holt
Group, Inc.**

Engineering ■ Planning ■ Surveying

Robert K. Holt, PE
James G. "Jack" Holt, PE
Fumi Hamanaka Galvan, PE, LS
Tung Ju Hsieh, PE, LS
Jesus "Juny" Marmolejo, PE

Francisco Olmedo, PE
Sameer Patel, PE
Sripavani Gudipati, PE
Lindsay Holt-Tofte, AICP
Jennifer Wellman, AICP

August 19, 2016

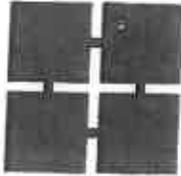
Mr. Armando Baldizzone, PE
Director of Public Works
City of Blythe
440 South Main Street
Blythe, CA 92225

RE: Broadway Street Improvement Project from 14th Avenue to Hobsonway and from Barnard Street to Station 8+87.73
THG Project No. 100.280

Dear Mr. Baldizzone:

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

1. Confirm and re-establish horizontal and vertical control.
2. Set 6 project benchmarks.
3. Mark removal limits.
4. Mark sawcut limits.
5. Mark cold planing limits.
6. Verify top of cold planed surface on a 25 ft. grid.
7. Check subgrade and top of Class 2 base elevations at 25 ft. stations at centerline, $\frac{1}{4}$ points and pavement edges.
8. Stake stormwater catch basin.
9. Stake curb and gutter and barrier curb on a 3 ft. offset at 25 ft. stations with cut/fills to flowline or top of curb.
10. Stake handicap curb returns on a Contractor determined offset with cut/fills to flowline at EC, $\frac{1}{4}$ Delta, $\frac{1}{2}$ Delta, $\frac{3}{4}$ Delta and BC.
11. Stake cross gutters on 25 ft. stations with cuts/fills to flowline.
12. Stake driveways.
13. Verify top of finish paving surface on a 25ft. grid.
14. Stake signage and striping.
15. Tie off and reset existing monumentation that will be disturbed during construction.
16. Prepare and distribute cut sheets.
17. Preparation of As-built Plans
18. Construction Observations
 - a. Monitor Dust Control activities at the Project Site
 - b. Monitor Safety Conditions at the Project site
 - c. Monitor Traffic Control Activities at the Project Site
 - d. Monitor and Resolve project conflicts
 - e. Collect and review all material slips delivered to the project site. Monitor and track all project materials and quantities.



**The
Holt
Group, Inc.**

Engineering ■ Planning ■ Surveying

Robert K. Holt, PE
James G. "Jack" Holt, PE
Fumi Hamanaka Galvan, PE, LS
Tung Ju Hsieh, PE, LS
Jesus "Juny" Marmolejo, PE

Francisco Olmedo, PE
Sameer Patel, PE
Sripavani Gudipati, PE
Lindsay Holt-Tofte, AICP
Jennifer Wellman, AICP

- f. Prepare weekly summary report highlighting the project progress and schedule, potential issues and similar items.
- g. Review and prepare responses to RFI submittals, Coordinate with The City of Blythe prior to the issuance of responses to RFI's.

Our fee for these services is \$41,000.

Please indicate your approval of this proposal by signing this letter and returning it to our office. Thank you for the opportunity to provide this proposal. Please contact us with any questions.

Sincerely,

Robert K. Holt, PE
President

Approved by: _____

Date: _____

Departments. The replaced vehicles will be considered as surplus and auctioned in the future.

ATTACHMENTS:

1. Fiesta Ford Quote
2. Palm Springs Motors Quote
3. Downtown Ford Sacramento Quote
4. Additional Equipment – Central Garage Research.

FIESTA



City of Blythe
17 F-150 Reg Cab
Salesperson: RON Olson
08/25/2016 3:30 pm

760-772-8000

Incentive programs and rebates are estimates, subject to change and verification. Tax Profile: Local 8%

Cash Deal Structure

Market Value	29,270.00
Discount Savings	-7,817.91
Vehicle Price	21,452.09
Accessories	70.00
Document Prep Fee	80.00
Tire/Battery/VTR Fee	8.75
Sales Tax	1,728.87
Due On Delivery	23,339.71
Tax: LOCAL 8%	8.00 %

Cash Total includes: EXTRA KEY \$70

$$\$ 23,339.71 \times 6 (\text{TRUCKS}) = \$140,038.26$$

Armando Baldizzone

From: Richard Freeze [rfreeze@palmspringsmotors.com]
Sent: Tuesday, August 30, 2016 9:54 AM
To: Armando Baldizzone
Subject: Re: Hi Armando,, I found The FIN number it is QL 738. Here is your bid for the fololowing equipped trucks

Armando. Yes this is our bid for the six trucks. Thanks Rick

Sent from my iPhone

On Aug 30, 2016, at 9:48 AM, Armando Baldizzone <abaldizzone@cityofblythe.ca.gov> wrote:

Please confirm that this e-mail can be use as you bid for the 6 F-15 Trucks.

Sincerely,

Armando J. G. Baldizzone, PE
Director of Public Works

City of Blythe
440 South Main Street
Blythe, CA 92225
(760) 922-6611
ABaldizzone@cityofblythe.ca.gov

From: Richard Freeze [<mailto:rfreeze@palmspringsmotors.com>]
Sent: Wednesday, August 24, 2016 12:21 PM
To: Armando Baldizzone
Subject: Hi Armando,, I found The FIN number it is QL 738. Here is your bid for the fololowing equipped trucks

All 2017 Model Year

1. 4x2
2. 3.5 litre FFV Engine
3. 6 Speed Automatic Transmission W/tow haul mode
4. Long Bed 141 inch wheelbase
5. 23 Gallon Fuel Tank
6. Black front and Black rear step bumper
7. Rubber Flooring
8. Manual Windows
9. a/c
10. AM/FM Radio
11. Vinyl Seats In Grey
12. XL Trim Level
13. Electronic locking axle
14. Backup Alarm
15. Daytime running lights
16. Trailer tow package

8/30/2016

17. Extra Keys [4 total]

All of these would be Oxford White. Time to delivery would be 12 to 16 weeks.

MSRP on these trucks is 29,270.00 Your cost with fleet incentives would be 21,952.00 per unit

The city would be responsible for all applicable sales tax, and state fees.

If you have any questions please contact me anytime at 760 902 9215 or email rfreeze@palmsspringsmotors.com Thanks Rick Freeze Internet Manager
Palm Springs Motors

8/30/2016

RECEIVED

AUG 23 2016

CITY OF BLYTHE P.W.

THIS IS YOUR QUOTE

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA 95811
916-442-6931 fax 916-491-3138

S082316 116

QUOTATION

Customer

Name PHILLIP HAMBLÉN
 Address CITY OF BLYTHE
 City _____ State _____ Zip _____
 Phone _____

Date 8/23/2016
 REP SANDRA
 Phone 916-442-6931
 FOB SACRAMENTO

Qty	Description	Unit Price	TOTAL
8	2016 FORD F150 4X2 REG CAB PICKUP PER STATE OF CALIFORNIA CONTRACT 1-16-23-20A	\$18,609.00	\$111,654.00
6	LONGBED	\$308.00	\$1,848.00
6	ELECTRONIC LOCKING REAR AXLE	\$567.00	\$3,402.00
6	BACKUP ALARM	\$125.00	\$750.00
6	DAYTIME RUNNING LIGHTS	\$45.00	\$270.00
6	TRAILER TOW PACKAGE	\$492.00	\$2,952.00
6	EXTRA KEY	\$184.00	\$1,104.00
6	DOC FEE	\$80.00	\$480.00
SALES TAX CALCULATED AT 8.00%			

Payment Details

Cash
 Check
 Credit Card

Name _____
 CC # _____
 Expires _____

Subtotal	\$122,460.00
Delivery	\$2,400.00
Taxes RIVERSIDE	\$9,796.80
CA Tire Tax	\$52.50
TOTAL	\$134,709.30

Office Use Only

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS

SIGNATURE _____ DATE _____



CITY OF BLYTHE

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

Date: August 30, 2016

From: CENTRAL GARAGE - Shop Manager.
To: Public Works Director.
Subject: Water and Wastewater Department Fleet
 Additional Equipment for Pick Up Trucks

The following prices are estimates obtained from City suppliers to provide the fleet with the minimum requirements for safety and operational purposes. All prices include delivery charges.

PARTS	UNIT COST	QTY	TOTAL COST
TOOL BOX CROSS OVER	\$ 350.00	6	\$ 2,100.00
WORK LIGHTS	\$ 18.00	24	\$ 432.00
HEAD RACK	\$ 265.00	6	\$ 1,590.00
SIDE TOOL BOX	\$ 300.00	3	\$ 900.00
BED PACK RACK TOOL BOX	\$ 1,400.00	4	\$ 5,600.00
LIGHT SWITCH	\$ 15.00	6	\$ 90.00
ASSY PLUG	\$ 12.00	6	\$ 72.00
TRAFFIC ADDVISOR	\$ 398.00	6	\$ 2,388.00
TRAFFIC BEACON	\$ 289.00	6	\$ 1,734.00
INVERTER	\$ 360.00	3	\$ 1,080.00
LADDER/PIPE RACK	\$ 85.00	3	\$ 255.00
14GA WIRE	\$ 0.08	120	\$ 9.60
INLINE FUSE HOLDER	\$ 3.00	6	\$ 18.00
MISC PARTS CONNECTOR	\$ 50.00		\$ 50.00
SUBTOTAL			\$ 16,318.60
Riverside Tax (8.0%)			\$ 1,305.49
FREIGHT			\$ 400.00
TOTAL			\$ 18,024.09

The total cost of additional safety and operational equipment for 3 new units is \$ 18,024.09

SUMMARY

ITEMS	UNIT COST	QTY	TOTAL COST
Ford F-150 4x2 REG CAB PICK UP (including delivery, taxes, tire fees and 1 ½ percent State bid user fee)	\$22,788.33	6	\$136,729.94
Additional Safety and Operational Equipment (including delivery and taxes)	\$ 3,000.00	6	\$ 18,000.00
TOTAL			\$ 154,729.94
DISCOUNT OF \$500 PER VEHICLE (if payment is made 20 days from invoice)			(\$ 3,000.00)
TOTAL INCLUDING DISCOUNT			\$151,729.94



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: September 13, 2016

SUBJECT: Parks Monument Sign – Art in Public Places

PRESENTED BY: Armando Baldizzone, Public Works Director

PREPARED BY: Armando Baldizzone, Public Works Director

RECOMMENDATION: Staff recommends City Council to:

- Authorize City Manager or his designee to proceed with the design of the Parks Monument Sign; and
 - Authorize City Manager or his designee to sign the professional agreement with landscape architect to prepare plans, specifications and estimates.
-

FISCAL IMPACT: \$ 1,500.00 from Art in Public Places (estimate)

BACKGROUND: At the Arts in Public Places Committee meeting held on April 4, 2016, the committee requested staff to study alternatives for monument signs for the parks at the City of Blythe. The intention was to have a standardized uniform monument sign which will identify each park and will provide consistency through the City.

STAFF REPORT: Staff looked for monument sign alternatives, consulted with different Cities from the Coachella Valley; and provided the Parks Committee with pictures.

The Parks Committee identified a sign with the following characteristics:

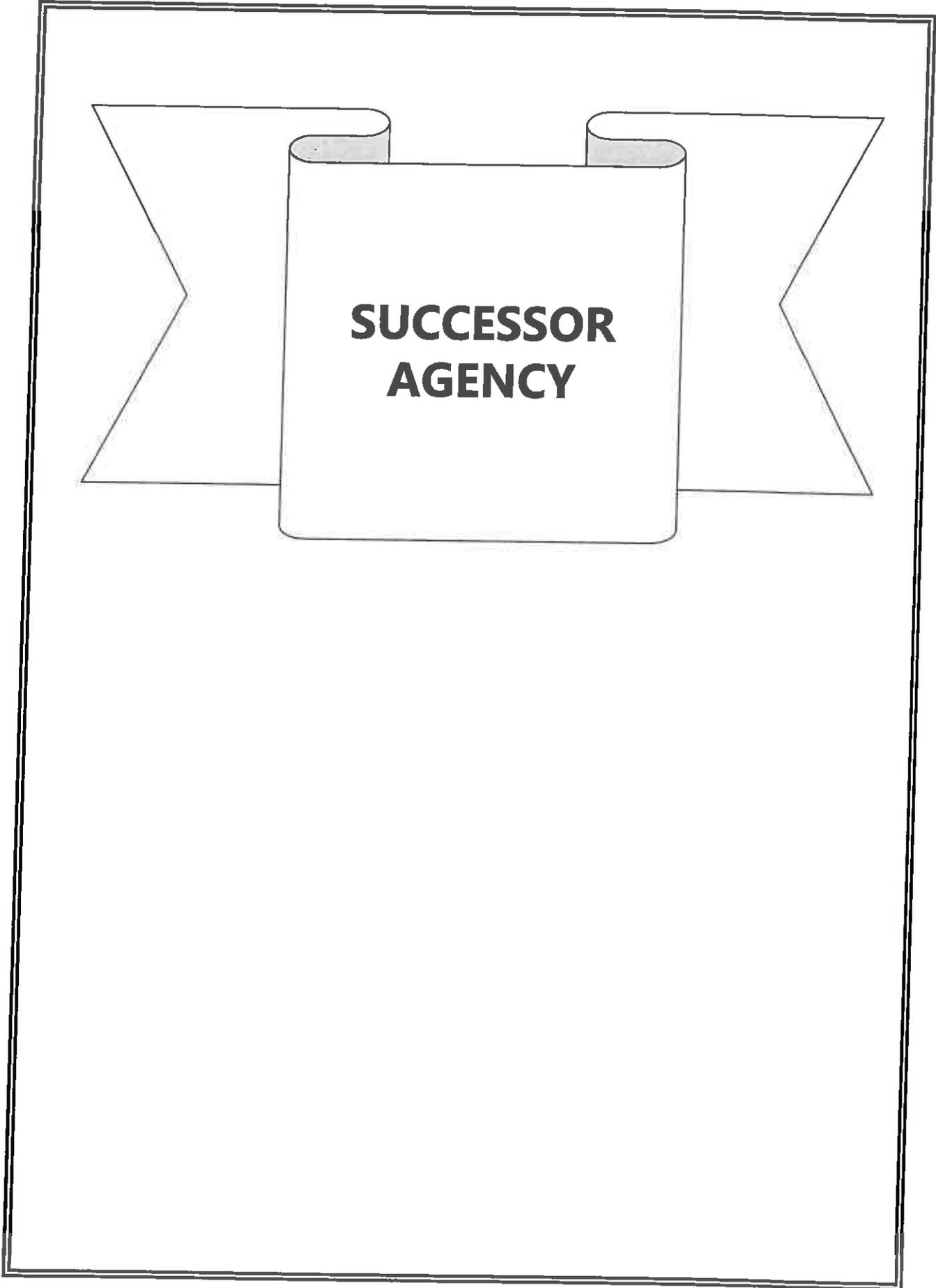
- Arizona Buff Sand Stone Sign Panel, 10 inches thick; 6-1/2 feet wide and 6-1/2 feet in height.
- 2 feet diameter by ¼ thick corten steel waterjet cut City Logo projected ½ inch from the stone. The new City logo design will be based logo used for the centennial anniversary.
- 5 inches high CITY OF BLYTHE letters and 4 inches PARK NAME letters. These letters are ¼ thick corten steel and they are projected ½ inch from the stone.
- A 6 inches concrete mow curb, surrounding the monument sign as a landscaping area.

An estimate of the construction cost for each monument sign including: monument sign; landscape area; and lighting will be in the order of the \$15,000.00, according to the information received from the City using a similar type of monument sign.

The cost of final design is estimated to be 10% of the construction cost, and will include final design, plans, specifications, and cost estimates of the monument sign to the satisfaction of the Art in Public Places Committee.

The Public Works Department recommends the City Council to proceed with the final design of the Parks Monument Sign as to have a uniform and consistent parks identification throughout the City and to standardized the materials used for the purpose of maintenance.

ATTACHMENTS:



**SUCCESSOR
AGENCY**

MINUTES
BLYTHE SUCCESSOR AGENCY
August 9, 2016

The August 9, 2016 regular meeting of the Blythe Successor Agency was called to order by Chair DeConinck. Also in attendance were Board Members Wade, Galvan and Reynolds. Board Member Egan was excused from the meeting. Staff in attendance included Executive Director Cosentini, Secretary Crecelius, Interim Finance Director Elms and other agency staff.

NEW BUSINESS:

Consent to Sale 3 Parcels listed on the Long Range Property Management Plan. Interim Finance Director Elms reported the action before you is to request the Board's consent to move forward with the sale of three former RDA properties. The former RDA was dissolved in 2012 and pursuant to the dissolution act we were required to submit for approval to the Oversight Board and Department of Finance a Long Range Property Management Plan addressing the disposition and use of properties owned by the Agency. 11 properties were listed on the plan with 8 to be retained for governmental use and 3 to be sold. The Agency received a letter of approval from DOF on the disposition of all 11 properties and is now ready to move forward with the sale of three parcels. These parcels include 78.8 acres of vacant land on Intake Blvd, South of East of Donlon St which appraised at \$665,000, 1.65 acres of vacant land on the Southeast corner of Birch St. and Barnard appraised at \$50,000 and .2 acres of improved land located at 149 Cottonwood Ln. appraised at \$6,000. It is staff's recommendation to attempt to market the properties in house at fair market value. Once sell of these properties is finalized, the Agency will be required by law to submit all proceeds to the County of Riverside for property tax distribution to all taxing entities. The City of Blythe's general fund will benefit from the sale as one of the taxing entities. The City's portion will be 11-12%.

Vice Mayor Wade asked how many taxing entities were involved. It was reported there were 8-9 including the College, School District, Library, Hospital, Cemetery, City and County.

Chair DeConinck asked if the selling price would be approved by the Board. It was reported there was a process we must follow for the sale of these properties which includes the sale at fair market value.

City Attorney Bettenhausen stated my recommendation would be to grant authority to staff to market the property as outlined in the staff report. If for sale by owner does not work, to give staff the ability to explore the options to work with a broker.

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

Joseph DeConinck, Chair

ATTEST:

Mallory Crecelius, Secretary



SUCCESSOR AGENCY TO THE
BLYTHE REDEVELOPMENT AGENCY
BOARD OF DIRECTORS

STAFF REPORT

MEETING DATE: September 13, 2016

SUBJECT: Updated Appraisal Reports

PRESENTED BY: Christa Elms, Interim Director of Finance

PREPARED BY: Christa Elms, Interim Director of Finance

RECOMMENDATION: Receive and file.

FISCAL IMPACT: None

BACKGROUND: On August 9, 2016, the Board of Directors consented to marketing 3 parcels owned by the former Blythe Redevelopment Agency (RDA) at fair market value, as approved by the State and in accordance with the Dissolution Act. Staff obtained current appraisals on the 3 parcels and were listed in the August 9th staff report as described below:

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.

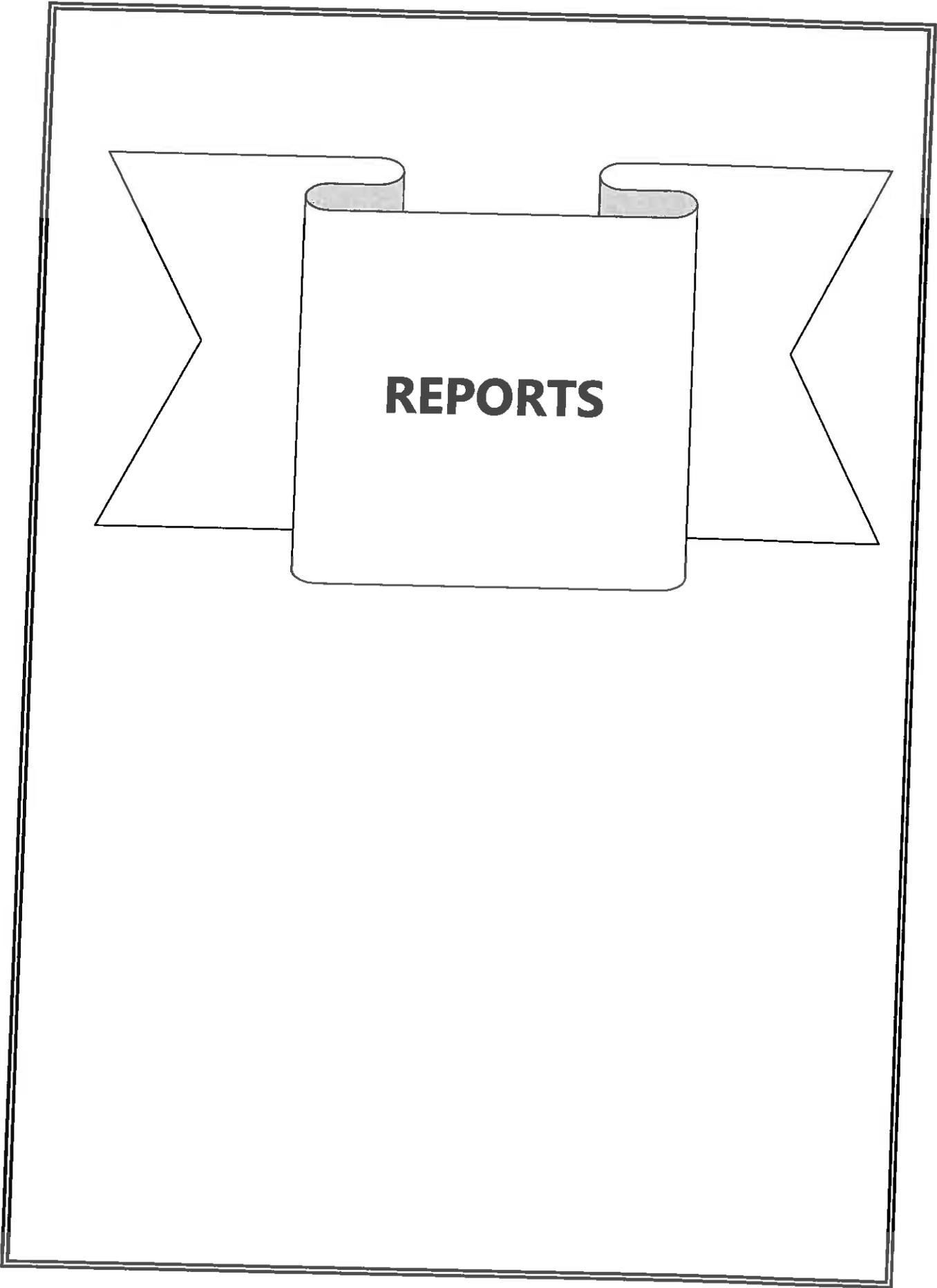
STAFF REPORT: Shortly after receiving the Boards consent, Staff received notification from the appraisal consultant that the appraisal reports did not properly update and that the value of 2 of the properties slightly differ from the reports provided. Staff will proceed with the sale of the 3 parcels as directed by the Board; the properties will be listed at fair market value as described in the updated appraisal reports and as listed below.

Parcel 869-210-012 – 78.48 Acres of Vacant Land located East Side of South Intake Blvd., South of East Donlon St., appraised at \$705,000.

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

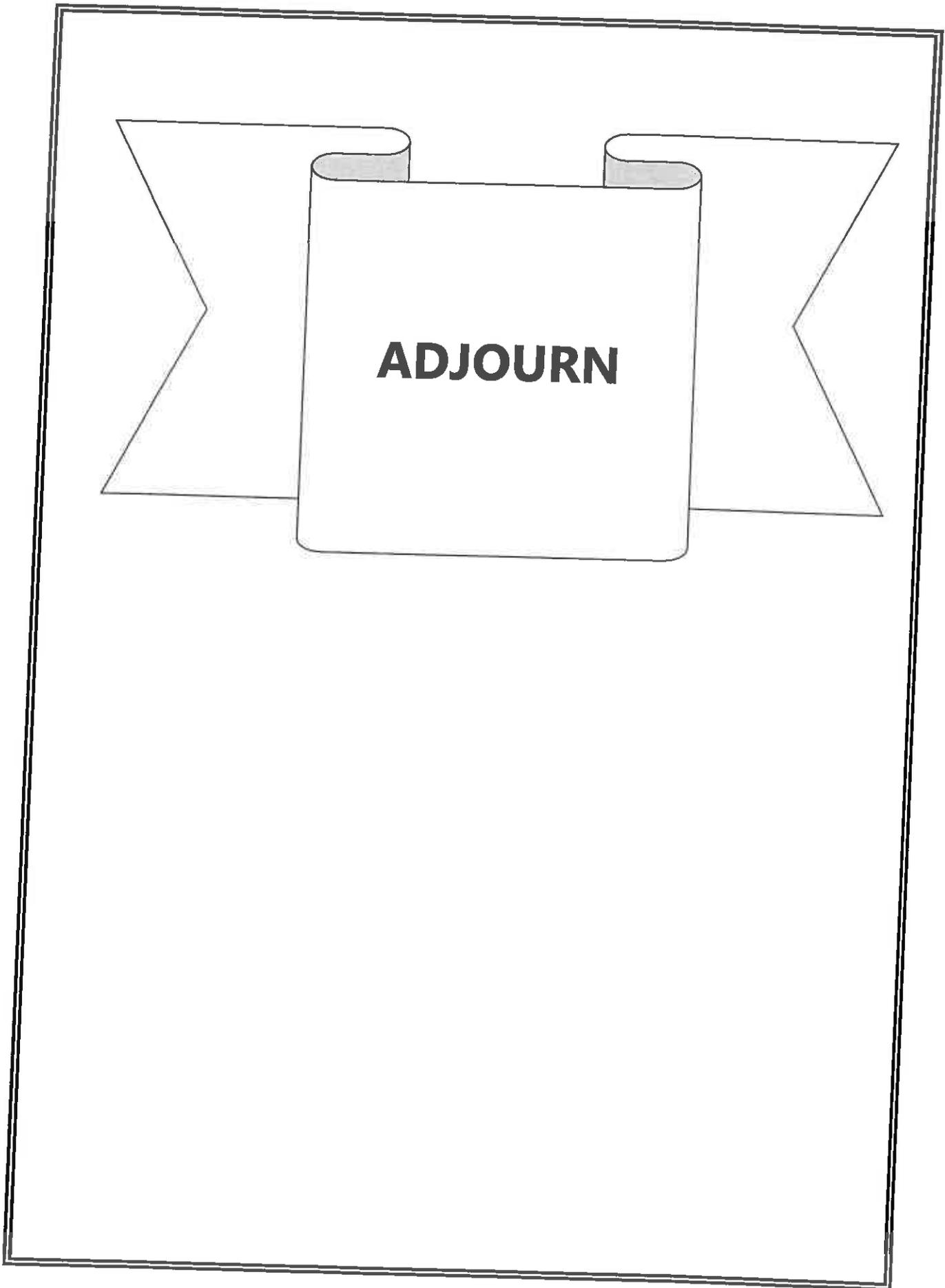
Parcel 854-071-019 - .20 Acres of Improved Land located 149 Cottonwood Lane, appraised at \$4,000.

ATTACHMENT:





**PUBLIC
COMMENT**



ADJOURN