BLYTHE CITY COUNCIL

AGENDA

MARCH 12, 2019

6:00 P.M.

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

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

CITY OF BLYTHE
CITY COUNCIL MEETING
March 12, 2019
5:30pm

CALL TO ORDER

ROLL CALL

Mayor Reynolds	Interim City Manager/City Clerk Crecelius
Vice Mayor Egan	City Attorney Bettenhausen
Councilman DeConinck	City Treasurer/Finance Director Elms
Councilman Rodriguez	Police Chief Wade
Councilman Halby	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.

CLOSED SESSION:

1. **Existing Litigation,** Pursuant to Government Code Section 54956.9, conference with legal counsel regarding existing litigation: Better Neighborhoods Inc, a California Corporation v. City of Blythe, a municipal corporation, case No. RIC 1820822.

2. **Existing Litigation,** Pursuant to Government Code Section 54956.9, conference with legal counsel regarding existing litigation: John Light, an individual and Laborers' International Union of North America Local Union No. 1184, an organized labor union v. City of Blythe, a municipal corporation, case No. RIC 1821829.

3. **Conference with Labor Negotiator,** Pursuant to Government Code Section 54957.6, Agency designated representative: City Manager Mallory Crecelius, unrepresented employee: Chief of Police.

NOTE TO THE PUBLIC:

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

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

Meeting of
The Blythe City Council
March 12, 2019
6:00pm

CALL TO ORDER

ROLL CALL

Mayor Reynolds
Vice Mayor Egan
Councilman DeConinck
Councilman Rodriguez
Councilman Halby

Interim City Manager/City Clerk Crecelius
City Treasurer/Finance Director Elms
Police Chief Wade
Public Works Director Baldizzone

City Attorney Bettenhausen
Chief Building Official Garnica

PLEDGE OF ALLEGIANCE

INVOCATION

ADDED STARTER

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

REPORT FROM CLOSED SESSION:

PRESENTATION: (Items 1-2)

1. **Peter Martinez, PVC Academic Senate President on Community Relations and Strong Workforce Initiatives.**

2. **Palo Verde College's 4th Annual Job Fair.**

CONSENT CALENDAR- (Items 3-14)

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

3. **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, March 8, 2019.

4. **Approval of the Warrant Register.**
   Recommendation: Approve **3/12/19,** warrants numbered 69472 through 69560 and Utility Billing Refund Warrants numbered 69561 through 69569 in the amount of $646,250.41 and **3/12/19,** warrants numbered 69570 through 69627 in the amount of $386,451.07.

5. **Approval of the Payroll Register.**
   Recommendation: Approve **3/12/19,** warrants numbered 50920 through 50934 and Direct Deposits numbered 44115 through 44174 in the amount of $228,226.64; **3/12/19,** warrants numbered 50935 through 50950 and Direct Deposits numbered 44175 through 442333 in the amount of $234,982.59 and **3/12/19,** warrants numbered 50951 through 50955 and Direct Deposits numbered 44234 through 44336 in the amount of $70,566.36.

6. **Minutes of the February 12, 2019 City Council Meeting.**
   Recommendation: Approve the Minutes of the February 12, 2019 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 during normal business hours. In addition such writings and documents will be posted on the City's website: www.cityofblythe.ca.gov.

7. **City of Blythe Permits issued for the Month of February 2019.**
Recommendation: Receive and file this monthly report.

8. **City of Blythe Fire Department Monthly Activity Report for February 2019.**
Recommendation: Receive and file this monthly report.

9. **City of Blythe Police Department Monthly Activity Report for February 2019.**
Recommendation: Receive and file this monthly report.

10. **AB 1383 Comment Letter.**
Recommendation: Retroactively approve the Mayor signing and directing staff to submit the attached comment letter to CalRecycle regarding proposed AB 1383 regulations.

11. **Agreement for CFD No. 2004-1 Special Tax Administration Services.**
Recommendation: Authorize the City Manager to sign an Agreement with David Taussig & Associates for Special Tax Administration Services.

12. **Recreation Center Building Improvement Project.**
Recommendation: Accept a donation of labor and materials in an amount not to exceed $5,000 from the Rec-N-Crew needed to finish the Building Improvement Project at the Recreation Center.

13. **State and Federal Surplus Property Program.**
Recommendation: Adopt Form SASP 202-Resolution and authorize the Mayor and staff to execute any and all forms necessary to become eligible for the State and Federal Surplus Property Program.

14. **Amendment No. 2 to the MOU between Riverside County Transportation Commission and the City of Blythe.**
Recommendation: Authorize the City Manager to execute Amendment No. 2 to the MOU between County and City for trading State Transportation Improvement Program Intra-County Palo Verde Formula funds.

PUBLIC HEARING: (Item 15)

15. **Notice of Exemption- Casablanca Farms**
Recommendation: Subsequent to the Public Hearing, adopt a Notice of Exemption for the Casablanca Farms Project and direct staff to file the Notice of Exemption with the County Clerk.

NEW BUSINESS: (Items 16-19)

16. **AVA Towing Services.**
Recommendation: Award the AVA Towing Service Agreement to Parker Towing and Storage and authorize the City Manager to execute any and all necessary forms and agreements.

17. **Phlebotomist/Evidence Collection Services.**
Recommendation: Authorize staff to execute a professional service agreement with MJ3, Inc. for on-call Phlebotomy/Evidence Collection Services.

18. **Miller Park Playground Improvement Project.**
Recommendation: Authorize the City Manager to execute an agreement with Ortco Inc. in an amount not to exceed $176,765 for the Miller Park Playground Improvement Project and request an advance of FY 19/20 CDBG Funds in the amount of $35,000.

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

19. Commercial Cannabis Ordinance Amendments.

Recommendation: Conduct the first reading of Ordinance No. 895-19 by title only, waiving further reading adopting changes to the Commercial Cannabis Ordinance related to signage and hours of operation and provide direction to staff related to Cannabis Deliveries.

ORDINANCE NO. 895-19. AN ORDINANCE AMENDING CHAPTER 5.10 ("COMMERCIAL CANNABIS ACTIVITY") OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS") OF THE BLYTHE MUNICIPAL CODE REGARDING COMMERCIAL CANNABIS ACTIVITY IN THE CITY OF BLYTHE.

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 April 9, 2019 at 6:00 p.m. in the Council Chamber, 235 N. Broadway, Blythe, California.

NOTE TO THE PUBLIC:

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

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

PRESENTATION

JOB FAIR

Blythe 4th Annual

Tuesday APRIL 16th, 2019
1PM to 4PM

Palo Verde College Gym
1 College Drive Blythe, CA 92225

Sponsored by
Palo Verde College
Employment Development Dept.
Blythe Chamber of Commerce

- Meet employers with vacancies
- Find local jobs and training courses
- All welcome, community venue

FREE ENTRY

CONTACT US

PVC (760) 921-5472 www.paloverdecollege.cc.ca.us
EDD (760) 640-3149 www.caljobs.ca.gov
COC (760) 922-8166 www.blythechamberofcommerce.com

CONSENT CALENDAR

Bank code : union

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
69472	2/15/2019	001981	US BANK	5162458	010165	BOND ADMINISTRATIVE FEES PFA LEA	4,724.50
						Total :	**4,724.50**
69473	2/7/2019	000283	SOUTHERN CALIFORNIA EDISON CO	2295418958	009580	ELECTRICITY/HIDDEN BEACHES 12/21	115.37
						Total :	**115.37**
69474	2/7/2019	000283	SOUTHERN CALIFORNIA EDISON CO	2396171134	009580	ELECTRICITY/WPTF 12/27/2018-1/28/20	3,623.26
						Total :	**3,623.26**
69475	2/7/2019	000283	SOUTHERN CALIFORNIA EDISON CO	2004171732	009580	ELECTRICITY/CITY FACILITIES	20,669.43
						Total :	**20,669.43**
69476	2/7/2019	000283	SOUTHERN CALIFORNIA EDISON CO	2396171092	009580	ELECTRICITY/WWTP 12/27/2018-1/28/2	4,461.54
						Total :	**4,461.54**
69477	2/7/2019	000283	SOUTHERN CALIFORNIA EDISON CO	2012032199	009580	ELECTRICITY/STREET LIGHTING 1/1-2/	2,210.30
						Total :	**2,210.30**
69478	2/20/2019	000247	THE GAS COMPANY	06622932165	009717	NATURAL GAS/CITY FACILITIES	586.56
						Total :	**586.56**
69479	2/20/2019	000247	THE GAS COMPANY	07632638008	009717	NATURAL GAS/COMMUNITY CENTER 1	216.51
						Total :	**216.51**
69480	2/20/2019	000247	THE GAS COMPANY	11185732804	009717	NATURAL GAS/PD 1/8-2/6/2019	95.18
						Total :	**95.18**
69481	2/21/2019	005923	CALIFORNIA PUBLIC EMPLOYEES'	000015530470	010555	REPLACEMENT BENEFIT CONTRIBUTI	1,036.32
						Total :	**1,036.32**
69482	2/26/2019	005213	FRONTIER	7609228395	009579	COMMUNICATIONS/QUECHAN 2/1-2/28	56.64
						Total :	**56.64**
69483	2/26/2019	005213	FRONTIER	9091590042	009579	CENTRANET ACCESS-SL/WELLS 2/1-2/	1,878.60
						Total :	**1,878.60**
69484	2/26/2019	005213	FRONTIER	9091590013	009579	COMMUNICATIONS/CITY FACILITIES	6,298.98

Bank code : union

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
69484	2/26/2019	005213	005213 FRONTIER	(Continued)		Total :	6,298.98
69485	2/26/2019	005213	FRONTIER	9091590039	009579	COMMUNICATION/FIRE 2/7-3/6/2019	327.53
						Total :	327.53
69486	2/26/2019	005213	FRONTIER	7609223545	009579	COMMUNICATION/ALARM SYSTEM 2/1:	95.63
						Total :	95.63
69487	2/26/2019	005213	FRONTIER	7609229375	009579	COMMUNICATNS/LIFT STATIONS 2/13-3	92.87
						Total :	92.87
69488	2/26/2019	000150	INLAND BUILDERS SUPPLY INC	F92935	010404	PARTS/SUPPLIES	22.58
				F94760	010404	PARTS/SUPPLIES	31.18
				F94862	010404	PARTS/SUPPLIES	20.32
				F95246	010404	PARTS/SUPPLIES	50.10
				F95254	010404	PARTS/SUPPLIES	21.50
				F97943	010404	PARTS/SUPPLIES	8.18
						Total :	153.86
69489	2/26/2019	002768	AIRWAVE BROADBAND WIRELESS	88522	007520	BUSINESS PHONE SERVICE 3/1-4/1/20'	86.60
						Total :	86.60
69490	2/26/2019	007274	ALPINE TECHNICAL SERVICES, LLC	25003 REV-1	010229	PARTS/SUPPLIES	1,242.64
						Total :	1,242.64
69491	2/26/2019	006873	ARAMARK UNIFORM & CAREER	001450509123	010521	UNIFORM DELIVERY SERVICE	200.72
				001450521199	010521	UNIFORM DELIVERY SERVICE	176.74
						Total :	377.46
69492	2/26/2019	005289	AYRES SUITES	153300	010481	LODGING - K BELMAN 3/10-3/15/2019	537.70
						Total :	537.70
69493	2/26/2019	005289	AYRES SUITES	153301	010481	LODGING - R MORENO 3/10-3/15/2019	537.70
						Total :	537.70
69494	2/26/2019	007102	BELMAN, KEVIN	031119	010482	TRAVEL - M&I 3/11-3/15/2019	245.00
						Total :	245.00

Bank code : union

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
69495	2/26/2019	000385	BIO-TOX LABORATORIES	37132	010512	BLOOD/URINE SCREENING	223.00
						Total :	**223.00**
69496	2/26/2019	000048	BURTRONICS BUSINESS SYSTEMS	AR52946	010543	MAINT CONTRACT #24509-02 COPY OV	1,108.70
				AR53749	010554	MAINT CONTRACT #24867-02 11/11/201	307.10
						Total :	**1,415.80**
69497	2/26/2019	000051	C B PLUMBING	82574	010479	REPAIR/MAINTENANCE SERVICE - CH	217.06
						Total :	**217.06**
69498	2/26/2019	005998	CA BLDG STANDARDS COMMISSION	063018		SB1473 - GREEN FEES 2ND QTR	207.80
				093018		SB1473 - GREEN FEES 3RD QTR	86.30
				123118		SB1473 - GREEN FEES 4TH QTR	83.10
						Total :	**377.20**
69499	2/26/2019	000426	CA NEWSPAPER PARTNERSHIP	0000421682	010437	ADVERTISEMENTS/PUBLICATIONS 1/1-	1,386.00
						Total :	**1,386.00**
69500	2/26/2019	005584	CALCLEAN INC	CP0019-39	010540	HYDROCARBON CLEAN-UP/PLUME #6	122,006.00
						Total :	**122,006.00**
69501	2/26/2019	000896	CITY OF BLYTHE	063018		GOVERNMENT RETAINER - STRONG M	52.04
				063018		GOVERNMENT RETAINER - SB1473 GR	22.20
				093018		GOVERNMENT RETAINER - STRONG M	4.94
				093018		GOVERNMENT RETAINER - SB1473 GR	8.70
				123118		GOVERNMENT RETAINER - STRONG M	11.41
				123118		GOVERNMENT RETAINER - SB1473 GR	8.90
						Total :	**108.19**
69502	2/26/2019	004804	CITY OF BLYTHE	JAN 2019		AMOUNT BILLED TO CUSTOMERS 1/20	33,552.00
						Total :	**33,552.00**
69503	2/26/2019	000437	CO OF RIV AUDITOR-CONTROLLER	JAN 2019	010556	PARKING CITATIONS 1/2019	187.50
						Total :	**187.50**
69504	2/26/2019	001086	COPA INC	CL08766	009539	FUEL - CITY VEHICLES/FIRE DEPT	112.09
				CL08767	009539	FUEL - CITY VEHICLES/STREET DEPT	116.54
				CL08768	009539	FUEL - CITY VEHICLES/SEWER DEPT	213.69

Bank code : union

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
69504	2/26/2019	001086	001086 COPA INC	(Continued)		Total :	**442.32**
69505	2/26/2019	000227	COUNTY OF RIVERSIDE	AN0000001543	009661	SHELTER SERVICES 1/2019	3,419.67
						Total :	**3,419.67**
69506	2/26/2019	005603	CR&R INCORPORATED	JAN 2019	010524	FRANCHISE CONTRACT 1/2019	62,996.77
						Total :	**62,996.77**
69507	2/26/2019	005603	CR&R INCORPORATED	0086419	009576	WASTE/RECYCLING SERVICES - 445 N	212.38
						Total :	**212.38**
69508	2/26/2019	000156	CYLE JOHNSON ELECTRIC INC	53607	010400	REPAIR/MAINTENANCE SERVICES	360.00
						Total :	**360.00**
69509	2/26/2019	000084	D & L AUTO PARTS INC	434892	010558	PARTS/SUPPLIES	52.99
				8681-155362	010480	PARTS/SUPPLIES	17.06
				8681-155593	010480	PARTS/SUPPLIES	125.04
				8681-155669	010480	PARTS/SUPPLIES	21.20
						Total :	**216.29**
69510	2/26/2019	004431	DANA KEPNER COMPANY INC	9505804-00	010520	SEWER LIFT REHAB PARTS	262.80
						Total :	**262.80**
69511	2/26/2019	001757	DATA TICKET INC	97282	010559	ADMIN CITATION PROCESSING 1/2019	280.00
				97926	010559	PARKING CITATION PROCESSING 1/20	100.00
						Total :	**380.00**
69512	2/26/2019	005997	DEPARTMENT OF CONSERVATION	063018		STRONG MOTION FEES - QTR 2	998.85
				093018		STRONG MOTION FEES - QTR 3	99.51
				123118		STRONG MOTION FEES - QTR 4	218.38
						Total :	**1,316.74**
69513	2/26/2019	004106	DESERT SUN PUBLISHING LLC	0002234838	010436	ADVERTISEMENTS/PUBLICATIONS 1/1-	1,590.00
						Total :	**1,590.00**
69514	2/26/2019	002453	DOSSIER SYSTEMS	42885	009578	FLEET MAINTENANCE SOFTWARE	762.00

Bank code : union

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
69514	2/26/2019	002453	002453 DOSSIER SYSTEMS	(Continued)		Total :	**762.00**
69515	2/26/2019	000016	E S BABCOCK & SONS INC	BB90229-0040	009451	TESTING SERVICES	170.45
				BB90395-0040	009451	TESTING SERVICES	5,520.00
				BB90756-0040	009451	TESTING SERVICES	45.00
				BB91390-0040	009451	TESTING SERVICES	100.00
				BB91487-0040	009451	TESTING SERVICES	697.00
				BB91489-0040	009451	TESTING SERVICES	187.45
				BB91493-0040	009451	TESTING SERVICES	15.00
				BB91495-0040	009451	TESTING SERVICES	45.00
				BB91496-0040	009451	TESTING SERVICES	81.60
				BB91497-0040	009451	TESTING SERVICES	108.80
						Total :	**6,970.30**
69516	2/26/2019	004850	ELIZALDE, ROCKY	031519	010505	TRAVEL - M&I 3/15-3/16/2019	45.00
						Total :	**45.00**
69517	2/26/2019	006948	FENDERSON, CURTIS	021319	010552	REIMBURSEMENT - WORK BOOTS	96.98
						Total :	**96.98**
69518	2/26/2019	006948	FENDERSON, CURTIS	030619	010504	TRAVEL - M&I 3/6/2019	25.00
						Total :	**25.00**
69519	2/26/2019	003650	GALE NELSON PHLEBOTOMY	JAN 2019	010483	TECH SERVICES/BLOOD DRAWS 1/201	100.00
						Total :	**100.00**
69520	2/26/2019	006582	GOLDEN STATE OVERNIGHT	3842080	009561	PRIORITY OVERNIGHT SERVICES	37.02
						Total :	**37.02**
69521	2/26/2019	000869	GRAINGER	9066346082	010458	OIL	246.21
						Total :	**246.21**
69522	2/26/2019	000129	GRANITE CONSTRUCTION	1	010523	LOVEKIN/BARNARD STORMDRAIN/STF	239,615.65
						Total :	**239,615.65**
69523	2/26/2019	000132	HACH COMPANY	11320679	010258	PARTS/SUPPLIES	275.72
						Total :	**275.72**

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
69524	2/26/2019	003088 HUNTINGTON COURT REPORTERS	31632	010513	TRANSCRIPTION SERVICES 1/1-1/31/2(	437.70
					Total :	**437.70**
69525	2/26/2019	004732 INSTRUMENTATION & CONTROLS LLC	18706	009846	REPAIR/MAINTENANCE SERVICE	1,020.00
					Total :	**1,020.00**
69526	2/26/2019	003900 INTERNATIONAL CODE COUNCIL INC	1001007668	010564	TRAINING - D GARNICA	300.00
			1001007669	010564	TRAINING - J BROWN	300.00
					Total :	**600.00**
69527	2/26/2019	005295 KONICA MINOLTA	9005377381	009772	ACCT 1165535 BIZHUB C554/COPIES 1/	73.44
					Total :	**73.44**
69528	2/26/2019	002150 LAW OFFICES OF JONES & MAYER	90509	010583	LEGAL SERVICES 1/2019	7,388.82
					Total :	**7,388.82**
69529	2/26/2019	000166 LEAGUE OF CALIFORNIA CITIES	189153	010560	ANNUAL MEMBERSHIP CY2019	6,898.00
					Total :	**6,898.00**
69530	2/26/2019	006672 MORENO, RUDY	031119	010484	TRAVEL - M&I 3/11-3/15/2019	245.00
					Total :	**245.00**
69531	2/26/2019	003093 NCL OF WISCONSIN, INC	418307	010433	PARTS/SUPPLIES	1,140.52
					Total :	**1,140.52**
69532	2/26/2019	002871 NELSON, JON KEVIN	1/2019	010522	INSPECTION SERVICES 1/2019	3,075.00
					Total :	**3,075.00**
69533	2/26/2019	000306 NFPA	7381492X	010514	RENEWAL THROUGH 1/31/2020 - ID #2:	175.00
					Total :	**175.00**
69534	2/26/2019	005983 NICHOLS CONSULTING	2019-9833092-01	010541	CONSULTING SERVICES	1,400.00
					Total :	**1,400.00**
69535	2/26/2019	005294 O'REILLY AUTOMOTIVE STORES INC	2758-160542	010402	PARTS/SUPPLIES	96.24
			2758-160644	010402	PARTS/SUPPLIES	166.69
			2758-160672	010402	PARTS/SUPPLIES	152.92

Bank code : union

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
69535	2/26/2019	005294	005294 O'REILLY AUTOMOTIVE STORES INC (Continued)			Total :	**415.85**
69536	2/26/2019	000201	PALO VERDE VALLEY TIMES INC	1901-00019668	010435	PUBLICATIONS 1/1-1/31/2019	654.98
						Total :	**654.98**
69537	2/26/2019	000039	PETTY CASH	022119	010561	PETTY CASH	137.13
						Total :	**137.13**
69538	2/26/2019	003150	PITNEY BOWES	1011173214	010478	RED INK DM300C/400C CARTRIDGES	487.20
					010478		
						Total :	**487.20**
69539	2/26/2019	000008	PRAXAIR DISTRIBUTION INC 266	87389721	010562	ANNUAL LEASE RENEWAL - AIR TANKS	425.20
						Total :	**425.20**
69540	2/26/2019	004495	REYNOLDS, TERRY	021319	010553	REIMBURSEMENT - WORK BOOTS	100.00
						Total :	**100.00**
69541	2/26/2019	001564	RIVERSIDE CNTY SHERIFF'S DEPT	031119	010485	BOATING SAFETY & ENFORCEMENT - I	426.00
				031119	010485	BOATING SAFETY & ENFORCEMENT - I	426.00
					010485		
						Total :	**852.00**
69542	2/26/2019	000224	RIVERSIDE CNTY WASTE MGMNT	201812000385	010489	LANDFILL FEES - DECEMBER 2018	885.28
						Total :	**885.28**
69543	2/26/2019	003606	RODRIGUEZ, GUSTAVO	061	010487	RETAINER FEE - JANUARY 2019 SERVI	1,500.00
						Total :	**1,500.00**
69544	2/26/2019	003439	SHELL	8000243991902	010563	GASOLINE/PD 1/5-2/3/2019	160.48
						Total :	**160.48**
69545	2/26/2019	000241	SMART & FINAL IRIS CORP	029571	010519	SUPPLIES	1,159.23
					010519		
				029648	010519	SUPPLIES	141.11
				030991	010455	SNACK SHACK SUPPLIES	202.77
						Total :	**1,503.11**

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
69546	2/26/2019	002785 SOCO GROUP INC	0630259-IN	010443	FUEL & OIL	843.34
			0630262-IN	010444	OIL	40.76
			0632247-IN	010443	FUEL & OIL	887.22
					Total :	**1,771.32**
69547	2/26/2019	005176 SPARKLETTS	15381711	009474	BULK DRINKING WATER/WWTP	132.99
					Total :	**132.99**
69548	2/26/2019	001136 STANDAGE TIRE & AUTOMOTIVE	181341	009872	TIRE SERVICE/SUPPLIES	32.69
			181391	009872	TIRE SERVICE/SUPPLIES	192.41
			181517	009872	TIRE SERVICE/SUPPLIES	16.35
			181542	009872	TIRE SERVICE/SUPPLIES	2,411.26
			181638	009872	TIRE SERVICE/SUPPLIES	68.62
			181696	009872	TIRE SERVICE/SUPPLIES	836.51
					Total :	**3,557.84**
69549	2/26/2019	002783 THATCHER COMPANY OF ARIZONA	5045061	009723	CHEMICALS	1,186.00
			5046073	009723	CHEMICALS	1,226.00
					Total :	**2,412.00**
69550	2/26/2019	000350 THOMSON REUTERS/BARCLAYS	839473763	010515	BOOKS/UPDATES - TITLE 19 UPDATES	146.43
					Total :	**146.43**
69551	2/26/2019	000266 UNDERGROUND SERVICE ALERT/SC	120190060	010490	DIG ALERT TICKETS 1/2019	51.25
			18DSBFEE38	010490	2018 CA STATE FEE FOR REGULATORY	25.52
					Total :	**76.77**
69552	2/26/2019	001487 UNITED STATES POSTAL SERVICE	18696948	010566	POSTAGE	2,504.45
					Total :	**2,504.45**
69553	2/26/2019	002392 US BANK	1353554	010565	CITY HALL/COUNTY COURTHOUSE PR	67,100.00
					Total :	**67,100.00**
69554	2/26/2019	004501 US BANK CORP	044555649478	009363	CREDIT CARD CHARGES 1/2019	3,200.64
					Total :	**3,200.64**
69555	2/26/2019	007304 WADE, JOE	031519	010506	TRAVEL - M&I 3/15-3/16/2019	45.00

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
69555	2/26/2019	007304 007304 WADE, JOE	(Continued)		Total :	45.00
69556	2/26/2019	000278 WEEKS PRINTING	27727	010516	PERMITS/DOOR HANGERS	806.08
			27738	010569	TICKETS - SOCCER ALL STARS	84.75
			27781	010452	TOT EXEMPT FORMS	139.00
					Total :	1,029.83
69557	2/26/2019	005011 WILLDAN FINANCIAL SERVICES	010-40534	010091	CITYWIDE FEE STUDY AND FULL COST	5,041.00
					Total :	5,041.00
69558	2/26/2019	007301 WILLIAMS, VICTOR	030619	010491	TRAVEL - M&I 3/6/2019	25.00
					Total :	25.00
69559	2/26/2019	007301 WILLIAMS, VICTOR	3281623	010488	REIMBURSEMENT - OIT I APPLICATION	125.00
					Total :	125.00
69560	2/26/2019	007301 WILLIAMS, VICTOR	3313594	010488	REIMBURSEMENT - GRADE I EXAM API	120.00
					Total :	120.00
69561	2/26/2019	007234 BEASLEY, DANIEL	Ref000198122		UB Refund Cst #022860	109.32
			Ref000198123		UB Refund Cst #022913	41.11
					Total :	150.43
69562	2/26/2019	007312 BEYNON, AMBER	Ref000198126		UB Refund Cst #023403	83.07
					Total :	83.07
69563	2/26/2019	007306 CARRILLO, ALYSSA	Ref000198118		UB Refund Cst #021993	102.90
					Total :	102.90
69564	2/26/2019	004660 CONLEY, JO ANN	Ref000198117		UB Refund Cst #006135	71.42
					Total :	71.42
69565	2/26/2019	007308 DUERR, DAKOTA	Ref000198120		UB Refund Cst #022628	67.34
					Total :	67.34
69566	2/26/2019	007307 GEORGE, CYLE	Ref000198119		UB Refund Cst #022327	82.99
					Total :	82.99

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
69567	2/26/2019	007309 PACKHAM, WENDY	Ref000198121		UB Refund Cst #022742	109.73
					Total :	**109.73**
69568	2/26/2019	007310 SALAZAR, JUAN	Ref000198124		UB Refund Cst #023009	90.27
					Total :	**90.27**
69569	2/26/2019	007311 STRUTHERS, OLGA	Ref000198125		UB Refund Cst #023362	115.50
					Total :	**115.50**

98 Vouchers for bank code : union **Bank total : 646,250.41**

98 Vouchers in this report **Total vouchers : 646,250.41**

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 69472-69560 AND THE UTILITY BILLING REFUND WARRANTS NUMBERED 69561-69569 ARE HEREBY APPROVED IN THE AMOUNT OF $646,250.41 ON THIS 12th DAY OF MARCH, 2019

_____ DIRECTOR OF FINANCE
CHRISTA ELMS

_____ MAYOR
DALE REYNOLDS

_____ VICE-MAYOR
ERIC EGAN

_____ COUNCILMAN
JOSEPH DECONINCK

_____ COUNCILMAN
JOSEPH HALBY

_____ COUNCILMAN
JOHNNY RODRIGUEZ

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
69570	3/1/2019	005923 CALIFORNIA PUBLIC EMPLOYEES'	000015588075		HEALTH BENEFITS - ALL EMPLOYEES :	103,536.80
					Total :	**103,536.80**
69571	3/1/2019	005923 CALIFORNIA PUBLIC EMPLOYEES'	000015588081		HEALTH BENEFITS - ELECTED 3/2019	2,728.13
					Total :	**2,728.13**
69572	3/1/2019	006924 SUN LIFE FINANCIAL	5475145		DENTAL, VISION, LIFE, STD, PREMIUMS	6,061.99
					Total :	**6,061.99**
69573	3/7/2019	000150 INLAND BUILDERS SUPPLY INC	F94423	010507	PARTS/SUPPLIES	40.35
			F99736	010507	PARTS/SUPPLIES	40.84
			G00424	010507	PARTS/SUPPLIES	45.70
			G04205	010507	PARTS/SUPPLIES	14.61
			G06100	010507	PARTS/SUPPLIES	34.50
			G11283	010507	PARTS/SUPPLIES	29.08
			G12066	010507	PARTS/SUPPLIES	7.31
			G13904	010507	PARTS/SUPPLIES	74.30
			G17342	010507	PARTS/SUPPLIES	19.52
			G17560	010507	PARTS/SUPPLIES	13.31
			X34177	010507	PARTS/SUPPLIES	37.21
			X34532	010633	UPS SHIPPING SERVICES	81.98
					Total :	**438.71**
69574	3/7/2019	003035 VERIZON WIRELESS	9824203560	009666	WIRELESS SERVICE 1/14-2/13/2019	759.54
					Total :	**759.54**
69575	3/7/2019	003035 VERIZON WIRELESS	9824203561	009666	WIRELESS SERVICE/WATER METERS	76.02
					Total :	**76.02**
69576	3/8/2019	006095 BROWN, JASON	031019	010567	TRAVEL- M&I 3/10-3/14/2019	200.00
					Total :	**200.00**
69577	3/8/2019	005965 GARNICA, DANIEL	031019	010568	TRAVEL- M&I 3/10-3/14/2019	200.00
					Total :	**200.00**
69578	3/12/2019	005996 DE LAGE LANDEN PUBLIC FINANCE	62328020	007700	CONTRACT #100-10153340 2/20-3/19/20	3,839.07
			62342371	009577	CONTRACT #25273764 2/1-2/28/2019	247.27

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
69578	3/12/2019	005996 DE LAGE LANDEN PUBLIC FINANCE	(Continued)			
			62609953	009653	CONTRACT #25340910 LANIER/MP6054	213.83
			62647034	009596	CONTRACT #25293025 LANIER/MP6002	252.63
					Total :	**4,552.80**
69579	3/12/2019	003392 SPRINT	248009810-134	009465	CELL PHONE SERVICE 12/15/2018-1/14	70.52
			248009810-135	009465	CELL PHONE SERVICE 1/15-2/14/2019	70.88
					Total :	**141.40**
69580	3/12/2019	005178 ALFARO, EVELYN	ZPM1/2019	010588	ZUMBA INSTRUCTOR	350.00
					Total :	**350.00**
69581	3/12/2019	006351 ALLDATA	429552	010577	RENEWAL WITH MOBILE & TECH ASSIS	2,379.12
					Total :	**2,379.12**
69582	3/12/2019	006873 ARAMARK UNIFORM & CAREER	001450533233	010587	UNIFORM SERVICES	176.74
			001450545206	010587	UNIFORM SERVICES	176.74
			21398818	010582	PW JACKETS	45.86
			21436289	010582	PW JACKETS	51.02
					Total :	**450.36**
69583	3/12/2019	007223 ARIAS-MARTINEZ, PATRICIA MARILUZ	FS1/2019	010589	FUNSTEPS INSTRUCTOR	950.00
					Total :	**950.00**
69584	3/12/2019	000385 BIO-TOX LABORATORIES	37280	010546	BLOOD/URINE SCREENING	105.00
					Total :	**105.00**
69585	3/12/2019	006910 CATON, HEATHER	TAIYOGA2-2019	010590	TAI CHI/YOGA INSRUCTOR 2/2019	90.00
					Total :	**90.00**
69586	3/12/2019	000830 CENTURY FORMS	2079	010547	NOTICE TO APPEAR CITATIONS	759.32
					Total :	**759.32**
69587	3/12/2019	006368 CHANDRA HOSPITALITY LLC	1/2019	010631	ECONOMIC DEVELOPMENT INCENTIVE	16,090.30
					Total :	**16,090.30**
69588	3/12/2019	004804 CITY OF BLYTHE	FEB 2019		AMOUNT BILLED TO CUSTOMERS 2/20	33,453.00

Bank code : union

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
69588	3/12/2019	004804	004804 CITY OF BLYTHE	(Continued)		Total :	33,453.00
69589	3/12/2019	000667	CITY OF BLYTHE:WATER UTILITIES	FEB 2019	009731	WATER/SEWER BILLING - CITY FACILIT	2,439.47
						Total :	2,439.47
69590	3/12/2019	001086	COPA INC	CL08811	009539	FUEL - CITY VEHICLES/FIRE DEPT	192.05
				CL08812	009539	FUEL - CITY VEHICLES/SEWER DEPT	202.88
						Total :	394.93
69591	3/12/2019	000025	COUNTY MOTOR PARTS CO. INC, DBA: BLYTI	434892	010558	PARTS/SUPPLIES	52.99
						Total :	52.99
69592	3/12/2019	000156	CYLE JOHNSON ELECTRIC INC	53637	010580	REPAIR/MAINTENANCE SERVICES	150.09
						Total :	150.09
69593	3/12/2019	000084	D & L AUTO PARTS INC	8681-155762	010508	PARTS/SUPPLIES	777.53
						Total :	777.53
69594	3/12/2019	000084	D & L AUTO PARTS INC	8681-155362	010480	PARTS/SUPPLIES	17.06
				8681-155593	010480	PARTS/SUPPLIES	125.04
				8681-155669	010480	PARTS/SUPPLIES	21.20
						Total :	163.30
69595	3/12/2019	003556	DAVID TAUSSIG & ASSOC., INC.	1901082	010632	PROFESSIONAL SERVICES THROUGH	518.04
						Total :	518.04
69596	3/12/2019	004033	DECONINCK, JOSEPH	022519	010591	TRAVEL REIMBURSEMENT - FUEL	37.00
						Total :	37.00
69597	3/12/2019	002173	DEPARTMENT OF JUSTICE	357737	010548	BLOOD ALCOHOL ANALYSIS 1/2019	140.00
						Total :	140.00
69598	3/12/2019	006133	DIV OF THE STATE ARCHITECT	SB1186	010592	DISABILITY ACCESS & EDUCATION FEI	153.20
						Total :	153.20
69599	3/12/2019	000016	E S BABCOCK & SONS INC	BB92102-0040	009451	TESTING SERVICES	45.00
				BB92282-0040	009451	TESTING SERVICES	82.05
				BC90086-0040	009451	TESTING SERVICES	45.00

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
69599	3/12/2019	000016 E S BABCOCK & SONS INC	(Continued)			
			BC90088-0040	009451	TESTING SERVICES	60.00
			BC90090-0040	009451	TESTING SERVICES	187.45
					Total :	**419.50**
69600	3/12/2019	003696 EISENHOWER MEDICAL CENTER	2019-0252	010573	ACCT #700000050 - FORENSIC EVIDEN	1,200.00
					Total :	**1,200.00**
69601	3/12/2019	000547 ESGIL CORPORATION	0055445-IN		PLAN CHECK FEES 1/2019	521.00
					Total :	**521.00**
69602	3/12/2019	005978 FULTON DISTRIBUTING - SO CAL	465906	010492	JANITORIAL SUPPLIES	1,420.65
					Total :	**1,420.65**
69603	3/12/2019	000318 GLENN JOHNSON COOLING/HEATING	031915	010526	PARTS/SUPPLIES	450.23
					Total :	**450.23**
69604	3/12/2019	006582 GOLDEN STATE OVERNIGHT	3848989	009561	PRIORITY OVERNIGHT SERVICES	32.60
					Total :	**32.60**
69605	3/12/2019	007075 JACKSON, SERENE	PIYOGA2-2019	010593	YOGA INSTRUCTOR	120.00
					Total :	**120.00**
69606	3/12/2019	007314 K&M BUILDERS INC	B1812-015		REFUND OF REMAINING PLAN CHECK	433.97
					Total :	**433.97**
69607	3/12/2019	001995 KELLER ELECTRICAL INDUSTRIES	0209771-IN	010169	PARTS/SUPPLIES	2,527.33
					Total :	**2,527.33**
69608	3/12/2019	004771 LANDMARK	LP0219-09	010581	PROFESSIONAL SERVICES 1/24-2/6/20	2,013.00
					Total :	**2,013.00**
69609	3/12/2019	004824 LIEBERT, CASSIDY & WHITMORE	1472771	010634	PROFESSIONAL SERVICES RENDERED	232.00
					Total :	**232.00**
69610	3/12/2019	003631 MALLETT & SONS TRUCKING INC.	B19-022515	010570	DRY DIGESTED SLUDGE REMOVAL	4,731.51
					Total :	**4,731.51**

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
69611	3/12/2019	005294 O'REILLY AUTOMOTIVE STORES INC	2758-162900	010509	PARTS/SUPPLIES	49.81
			2758-163517	010509	PARTS	950.24
			2758-163551	010509	PARTS/SUPPLIES	312.57
			2758-163575	010509	PARTS/SUPPLIES	429.04
					Total :	**1,741.66**
69612	3/12/2019	000201 PALO VERDE VALLEY TIMES INC	1902-00019668	010635	PUBLICATIONS 2/1-2/28/2019	15.00
					Total :	**15.00**
69613	3/12/2019	005009 PARKER OIL PRODUCTS, INC	79088	009540	GASOLINE/OIL - EQUIPMENT	119.76
					Total :	**119.76**
69614	3/12/2019	000213 QUILL CORPORATION	5087422	010549	OFFICE SUPPLIES	162.84
					Total :	**162.84**
69615	3/12/2019	000218 RICHARDS WATSON & GERSHON	220676	010636	PROFESSIONAL SERVICES THROUGH	148.94
					Total :	**148.94**
69616	3/12/2019	000224 RIVERSIDE CNTY WASTE MGMNT	201901000385	010578	LANDFILL FEES - JANUARY 2019	823.27
					Total :	**823.27**
69617	3/12/2019	005981 ROAD RUNNER SANITARY	124956	010511	SUPPLIES	213.52
					Total :	**213.52**
69618	3/12/2019	003606 RODRIGUEZ, GUSTAVO	062	010586	RETAINER FEE - FEBRUARY 2019 SER\	1,500.00
					Total :	**1,500.00**
69619	3/12/2019	000241 SMART & FINAL IRIS CORP	063914	010557	SUPPLIES - SNACK SHACK	465.44
					Total :	**465.44**
69620	3/12/2019	005920 SOLIS, JOANNA	021619		COMMUNITY CENTER DEPOSIT REFUI	125.00
					Total :	**125.00**
69621	3/12/2019	000283 SOUTHERN CALIFORNIA EDISON CO	2204765226	010637	TAP DEVICE - 12/1/2018-1/2/2019	627.39
					Total :	**627.39**
69622	3/12/2019	004721 TEAMTALK NETWORK	061782	009581	RADIO COMMUNICATIONS/PD 4/2019	1,445.02

Bank code : union

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
69622	3/12/2019	004721	004721 TEAMTALK NETWORK	(Continued)		**Total :**	**1,445.02**
69623	3/12/2019	002783	THATCHER COMPANY OF ARIZONA	5046187	009723	CHEMICALS	1,546.00
				5046549	009723	CHEMICALS	1,706.00
						Total :	**3,252.00**
69624	3/12/2019	000247	THE GAS COMPANY	06622932165	009717	NATURAL GAS/CITY FACILITIES	492.63
						Total :	**492.63**
69625	3/12/2019	001487	UNITED STATES POSTAL SERVICE	18696948	010638	POSTAGE	2,836.64
						Total :	**2,836.64**
69626	3/12/2019	002392	US BANK	1363043	010639	WASTEWATER REVENUE REFUNDING	112,769.66
				1365958	010639	WATER REVENUE REFUNDING BOND S	66,753.47
						Total :	**179,523.13**
69627	3/12/2019	000991	USA BLUEBOOK	813888	010525	PARTS/SUPPLIES	708.00
						Total :	**708.00**

58 Vouchers for bank code : union **Bank total : 386,451.07**

58 Vouchers in this report **Total vouchers : 386,451.07**

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 WARRANT NUMBERED 69570-69627 ARE HEREBY APPROVED IN THE AMOUNT OF $386,451.07 ON THIS 12th DAY OF MARCH, 2019.

_____ DIRECTOR OF FINANCE
CHRISTA ELMS

_____ MAYOR
DALE REYNOLDS

_____ VICE-MAYOR
ERIC EGAN

_____ COUNCILMAN
JOSEPH DECONINCK

_____ COUNCILMAN
JOSEPH HALBY

_____ COUNCILMAN
JOHNNY RODRIGUEZ

CITY OF BLYTHE

PAYROLL LISTING

Pay period 01/25/2019 to 02/07/2019
Payday 02/15/2019

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 50920 to 50934 and Direct Deposits numbered 44115 to 44174 are hereby approved in the amount of $228,226.64 this 12th day of March 2019.

Director of Finance

Mayor Reynolds

Vice Mayor Egan

Councilman De Coninck

Councilman Rodriguez

Councilman Halby

CITY OF BLYTHE

PAYROLL LISTING

Pay period 02/08/2019 to 02/21/2019
Payday 03/01/2019

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 50935 to 50950 and Direct Deposits numbered 44175 to 44233 are hereby approved in the amount of $234,982.59 this 12th day of March 2019.

Christi Elmes
Director of Finance

Mayor Reynolds

Vice Mayor Egan

Councilman De Coninck

Councilman Rodriguez

Councilman Halby

CITY OF BLYTHE

PAYROLL LISTING

Pay period 02/01/2019 to 02/28/2019
Payday 03/05/2019

We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 50951to 50955 and Direct Deposits numbered 44234 to 44336 are hereby approved in the amount of $70,566.36 this 12th day of March 2019.

Director of Finance

Mayor Reynolds

Vice Mayor Egan

Councilman De Coninck

Councilman Rodriguez

Councilman Halby

Minutes of the Blythe City Council
February 12, 2019

The February 12, 2019 Meeting of the Blythe City Council was called to order at 6:00pm in the Council Chambers by Mayor Reynolds. Also in attendance were Vice Mayor Egan and Council Members DeConinck, Rodriguez and Halby. Staff in attendance included: Interim City Manager and City Clerk Crecelius, Finance Director and City Treasurer Elms, Police Chief Wade, Public Works Director Baldizzone, Chief Building Official Garnica and City Attorney Collins.

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

REPORT FROM CLOSED SESSION:
City Attorney Collins stated the City Council entered into Closed Session at 4:45pm. Discussion was had, no final action was taken.

PRESENTATION:

10th Annual Norman Taylor JROTC Flag Retirement Ceremony. PV HIGH JROTC Cadets Valles, John, Aldridge, King and Schall reported on their Annual Flag Retirement Ceremony and Service Learning project scheduled for 8am on March 30th at the American Legion. They invited the public to attend.

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

2. **Posting of the Agenda.**
   The summary of agenda items were posted on the bulletin boards on the outside of the public entrance to the Council Chamber and near the inside entrance of the Council Chamber on Friday, February 8, 2019.
3. **Approval of the Warrant Register.**
   Recommendation: Approve **2/12/19,** warrants numbered 69393 through 6969471 in the amount of $515,447.94.
4. **Approval of the Payroll Register.**
   Recommendation: Approve **2/12/19,** warrants numbered 50858 through 50873 and Direct Deposits numbered 43890 through 43950 in the amount of $234,494.67; **2/12/19,** warrants numbered 50874 through 50875 in the amount of $283.53; **2/12/19,** warrants numbered 50876 through 50877 in the amount of $8,421.25; **2/12/19,** warrants numbered 50878 through 50893 and Direct Deposits numbered 43951 through 44011 in the amount of $244,654.07; **2/12/2019,** warrants numbered 50894 through 50911 in the amount of $5,861.43; **2/12/2019,** warrants numbered 50912 through 50916 and Direct Deposits numbered 44012 through 44114 in the amount of $81,428.38 and **2/12/2019,** warrants numbered 50917 though 509187 in the amount of $1,656.59.
5. **Minutes of the January 22, 2019 City Council Meeting.**
   Recommendation: Approve the Minutes of the January 22, 2019 meeting.
6. **City of Blythe Permits issued for the Month of January 2019.**
   Recommendation: Receive and file this monthly report.
7. **City of Blythe Fire Department Monthly Activity Report for January 2019.**
   Recommendation: Receive and file this monthly report.

8. **City of Blythe Police Department Monthly Activity Report for January 2019.**
Recommendation: Receive and file this monthly report.

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

NEW BUSINESS:

Purchase of new Commuter Vehicle. Interim City Manager Crecelius stated in January, Council deemed the City's two Chevy Malibu hybrids used as pool vehicles as surplus vehicles due to their age and reliability. These vehicles will be sold at the next City auction. Staff would like to replace the vehicles with one Ford Escape in an amount not to exceed $34,200. The vehicle will be purchased from Downtown Ford Sales with pricing from the State Bid list. In an effort to make this purchase locally, staff met with a representative from Larry Green Ford who was unable to provide a quote for this vehicle. Therefore it is recommended Council authorize a purchase order in an amount not to exceed $34,200 to Downtown Ford Sales and approve Resolution No. 2019-002, amending the 2018/19 Operating and Capital budget for this purchase.

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

RESOLUTION NO. 2019-002. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE CALIFORNIA APPROVING AN AMENDMENT TO THE FISCAL YEAR 2018-2019 OPERATING AND CAPITAL BUDGET.

Sale of 2008 Ford Escape to Palo Verde Valley Transit Agency. Mayor Reynolds recused himself from the meeting due to a potential conflict of interest. Councilman DeConinck asked if he had a conflict. It was reported the Council members who serve on both the Council and Transit Board did not have a conflict of interest. Interim City Manager Crecelius stated at the last meeting, Council deemed a 2008 Ford Escape used by the Planning Department as surplus. It was staff's intent to sell the vehicle at auction. After the meeting the Palo Verde Valley Transit Agency expressed an interest in purchasing the Vehicle. They subsequently made an offer of $2,500. The purchase was approved by the Transit Board at their February 6th Meeting. It was estimated the City could receive between $1,500 and $2,500 if the vehicle were sold at auction. Therefore, it is recommended Council authorize the sale of the 2008 Ford Escape to PVVTA in the amount of two thousand, five hundred dollars.

No public comment. Councilman Rodriguez moved approval of staff's recommendation. The motion was seconded by Councilman Halby with aye votes from Egan, DeConinck, Rodriguez and Halby. Mayor Reynolds rejoined the meeting.

Establishing the Commercial Cannabis Employee Permit Fee. Interim City Manager Crecelius stated Section 5.10.070 of the City's Commercial Cannabis Ordinance requires any person working in a commercial cannabis business to obtain an employee permit from the City. The Ordinance states that a fee necessary to cover the costs of administering the program will be set by Resolution of the Council. In 2017 the Council adopted a number of fees related to the Commercial Cannabis application process, but a

fee for the employee permit program was not adopted at that time. Now that businesses are close to opening, it is necessary to adopt a fee to recover the cost for administering the employee permit program. The employee permit process consists of all potential cannabis employees submitting an application to be reviewed and approved by the City Manager. Once approved, employee ID cards will be issued by the Blythe Police Department. The work permit is also contingent on successfully completing a live scan. Once issued, a commercial cannabis employee permit is valid for 36 months. Staff has estimated the cost to issue the work permit at $85.00 per permit. This fee includes the City Manager's review, time spent by Police Department staff creating the ID card and materials used. It is therefore recommend Council Adopt Resolution No. 2019-004 establishing the cannabis employee work permit fee at $85.

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

RESOLUTION NO. 2019-004. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA ESTABLISHING A FEE FOR COMMERCIAL CANNABIS EMPLOYEE PERMIT PROGRAM.

Family and Kids Foundation. Forensic Technician Hudson stated as you know for over a year we have been working to help the homeless. About 6 months ago I met Terri Bowen with County EDA who is very eager to help the community and our committee. She has a connection to a foundation that would like to help Blythe.

Terri Bowen stated the Family and Kids Foundation works with disadvantaged and at risk youth in Western Riverside County. In September 2018 I was assigned to work on homeless issues in the City of Blythe. I was able to make a connection with the Family and Kids Foundation, bring them to Blythe and show them our needs. They have approximately 18 years in the business of raising funds and procuring items. The items coming to Blythe have a retail value of $40,000-$60,000. We are looking at a kickoff event on April 17th. We need to rent a semi truck to bring everything out. A partnership has been established with PVUSD for product storage. The items include clothing, education supplies, furniture, linens, baby supplies, shoes, bedding, sporting goods, house wares, personal hygiene products, toys and games, baby safety items and grocery which will go to the food pantry and Harmony kitchen for distribution. I have also asked them to start procuring appliances.

Councilman DeConinck stated he may be able to help with transportation.

Councilman Egan asked how they find the recipients. Terri Bowen stated they are working on that currently, with an initial 400 family invitation. We are working with the schools and Palo Verde Outreach Team and can reach out to churches, Eve's place and others for information on who's in need. Councilman Egan stated Jaclyn Randall at PVC works with students that are homeless or near homeless and about 10% of our student body has food insecurities.

Forensic Technician Hudson stated we would like to partner with the foundation and invite you to the kick off event on April 17th.

The item was received and filed.

Extension of Temporary Use Permit- Casablanca Farms. Interim City Manager Crecelius stated in December of 2017 a Temporary Use Permit was issued to Casablanca Farms for the storage of four modular units at 3450 W. Hobsonway. The units will eventually be used in conjunction with applicant's cannabis cultivation complex. On January 24th staff received a request for a six month extension of the TUP. Casablanca Farms estimates that the units will be relocated and permitted no later than June 30, 2019. The BMC allows the Planning Director to issue a TUP for up to 1 year. The Council has authority to extend the TUP for an additional year. Therefore, it is recommended Council authorize a six month extension to Casablanca Farm's TUP for 3450 W. Hobsonway.

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

Project Conditions for Casablanca Farm's Cultivation Facility at 3240 W. Hobsonway. Interim City Manager Crecelius stated in November 2017 staff received a request from Seed to Soul Farms, now operating as Casablanca Farms, for project conditions to construct a greenhouse cannabis farm on 2.94 acres at 3450 W. Hobsonway. On December 14, 2017 the applicants were provided project conditions for the project as presented. The conditions are required to be incorporated into the Site and Building plans for the development of the project. Over the course of 2018 staff and the applicant met numerous times to discuss the project conditions. The applicant asked for a number of considerations related to: fire protection, on-site perimeter access, traffic impacts and analysis, environmental review, off-site improvement requirements and perimeter fencing. During the course of these meetings staff was able to make concession on all of the applicant's requests except for the proposed fencing proposal and their refusal to provide any off-site improvements for the project. An 8ft block wall along the frontage of Hobsonway and Neighbours was initially required as Council wished to have cannabis facilities screened from public view. The Commercial Cannabis Ordinance was drafted with sensitivity to the citizens who were not in favor of this industry in our City. The Council wanted to make sure these businesses were essentially out of sight and out of mind for those residents. Should Council wish to change course, staff will need direction on which type of fencing should be required for this and all other cannabis projects. The applicant is proposing a 6ft no cut no climb fence around the entire property. It is staff's recommendation that regardless of the fence chosen, the height should remain at the required 8ft for security purposes. The required off-site improvements include the widening of Neighbours Blvd. and W. Hobsonway along the entire frontage of the project. This condition is necessary to be consistent with the requirements of the City's General Plan Roadway Designation. If the General Plan is not adhered to, and issues with traffic arise, it would fall to the City to make the improvements at the City's expense. The improvements are put in place to negate any impacts from this development to our community. Due to the project's location on W. Hobsonway, the applicant was not required to make curb, gutter and sidewalk improvements at this time. As the off-site improvements could be costly to the developer, the Public Works Director offered a solution to allow the applicant to bond for the improvements, and complete the necessary

off-site improvements within three years. This allows the applicant time to construct this project and start the business prior to making the required improvements. This concession was not acceptable to the applicant who does not wish to make any off-site improvements at this time. Staff cannot support any changes to the existing condition for off-site improvements aside from the allowance of a bond and three years to complete the improvements as conditioned. Therefore it is recommended Council provide direction to staff on these two project conditions.

Mayor Reynolds stated this has been a very long process using numerous hours of City staff time to get this project moving. Concessions have been made to work with the applicant and we have bent over backwards to accommodate. Its time that everyone understands that the City cannot afford to be giving away money and that is basically what is happening here, when there are numerous meetings and concessions. It's not acceptable. We use the term business friendly, yet in some cases in my opinion we are being taken advantage of just to get a business to open in our town. It's unfair to the community and unfair to City staff. We have conceited enough and need to move forward. I will ask for a block wall to be installed on the frontage of Hobsonway and Neighbours Blvd. I will also ask the applicant to do the off-site improvements through a bonding effort which I think if very reasonable. That gives you three years to get the improvements done and follows the General Plan which was established for these improvements. I don't think we should make a concession; we need to stick to our General Plan and the Conditions of Approval. The concessions made are reasonable and helpful to the development of this property. I want people to understand that this is it, no more.

Vice Mayor Egan stated I was in favor of the block wall originally. After seeing the site plan and the nondescript buildings I agree with the 8ft. height, but don't see the benefit of a block wall. It should be 8ft for security with a no cut no climb fence. There are some nice looking fences out there and you won't have to clean graffiti off of it.

Councilman Rodriguez asked Police Chief Wade if he had an opinion on no cut/no climb vs. a block wall. Chief Wade stated the Edison facility on S. Main St. has a no cut/no climb fence. It's not a real attractive fence, but for security purposes it can be coated with graffiti resistant paint and is much safer than chain link or rod iron. A block wall for security purposes is the best. I don't like how a no cut/no climb fence looks. I think a block wall on Hobsonway/Neighbours is appropriate with no cut/ no climb on the other two sides. For security purposes a no cut/no climb fence at 8ft is the minimum around the entire perimeter.

Vice Mayor Egan asked which would be harder to get over. Chief Wade stated probably the no cut/no climb. Vice Mayor Egan said we have see through fencing around our City facilities which makes it easier to patrol.

Chief Wade fears it looking like a concentration camp with chain link and razor wire around the top. An 8ft chain link fence without razor wire is pretty simple to get over.

Public Works Director Baldizzone stated Edison's fence has razor wire but that fence is more expensive than a block wall.

Police Chief Wade stated if we give this concession to this project, others will also ask for it. There is one project I am concerned about that is in a residential area. If you allow a chain link around that it would not be good.

Mayor Reynolds stated do we want to continue to give in every time someone wants a change or variance or are we going to stick to our guns so they know a block wall is what we guaranteed the community?

Vice Mayor Egan stated I was in favor of the block wall until I saw the nondescript buildings. I am not looking at a concession; I am looking at this logically. The most obvious part of the facility is above the wall. That is how I backed off of the block wall.

Mayor Reynolds stated I go back to what we promised the community.

Councilman Rodriguez stated the metal fences are not the prettiest. So you would not want to put them in residential areas.

Mayor Reynolds stated staff has been asking for color renderings for months. I found it disturbing that we got them the day before the meeting. Council didn't even have a chance to look at it.

Eli Owens of Casablanca Farms stated when we started this process we got steered in every wrong direction we could. This is a big deal for the City. We have been a part of four projects and nobody requires a block wall. I have examples of cultivation facilities and none are block walls. There are many different ways to do it and they are all 6ft. I have talked to some correctional officers and a block wall is not what they would want. If someone jumps over it, you can't see. Graffiti is an issue and security is an issue. The fence is one line of defense of many. Law enforcement can look at the facility at any time. There is lighting everywhere and 24 hour security. This is an agricultural thing. Since we started the prices have gone down by half. You are not going in to steal stuff. We don't have cash on hand, we are growing stuff; we're farmers. From a security standpoint and a graffiti standpoint it just doesn't make sense, its overkill. There are cities right now that aren't even doing fences. In the latest farm bill hemp is now legal. It's a commodity, it's a plant and the US Government just recognized it as so. We are an agricultural company and due to the stigmata we are in a commercial zone. It's going to change. You mentioned cannabis facilities are screened from view. Look at the site plan and renderings, the buildings are 12 ft high and you can't see through them. This was written a year ago and times have changed. Don't over regulate something that is already overregulated by the State. We have submitted our grading and civil plans. We have our modular foundation complete. We have ordered our green houses, our structural engineering is complete and we are moving forward.

Interim City Manager Crecelius stated to clarify that although the grading plans have been submitted, we can't move forward with them until these two items are addressed.

Councilman Halby asked why they don't want to bond on the off-site improvements.

Mr. Owens stated that we did a study and we don't have an impact to require these improvements. We are not Walmart, there is not going to be a huge traffic impact and does not warrant the off-site improvements. We want to expand. We have 13 acres and are starting on 2. Before we expand we are happy to meet with you and discuss the off-site improvements again. Placing an unnecessary expense on us for something that has been shown its not needed doesn't make any sense. Every year you have the ability to give us our business license. If at any time you think we are not doing something to help the community you could not give us our license that next year. We have already donated locally and haven't done any business yet.

Councilman Rodriguez stated weren't you aware of these conditions when you applied for this project? Mr. Owens stated no. When we first got here there was information delivered to us that set us back hundreds of thousands of dollars and months of time.

Interim City Manager Crecelius stated what he is referring to is that he no longer needs a traffic study. The off-site improvements are actually required by the City's General plan.

Public Works Director Baldizzone stated the widening of Neighbours and Hobsonway is called out in the General Plan. Whatever we decide today goes against the General Plan. Regarding the fence, what Mr. Owens is forgetting to say is that in cities like Desert Hot Springs they allow rod iron and chain link fencing in industrial areas. They are not in a commercial area. He is in a commercial area. I am not requiring them to do curb, gutter and sidewalk as they are far from downtown. I modified the standards of the City for their project. In September I met with them and offered a bond with three years to complete the off-site improvements. I believe in three years in the business they will make some money to make the improvements the City requires to follow the General Plan.

Eli Owens stated with the bonding you have to have a business with cash flow. They want a lot, we looked into it. What it comes back to is the fact of the matter is that it's not needed. It's not needed for what we are trying to build here. We didn't come up with that, we hired a company that does this specifically.

Interim City Manager Crecelius stated what you are referring to is something totally different. You provided that letter that stated you did not have to do a traffic study. What we are speaking about are the road improvements which are per the General Plan. A company could say whatever they wanted to say, but the City has already adopted these guidelines for projects when they are developed. Any project that develops regardless of whether its cannabis or retail, there are certain things the General Plan calls out to mitigate the impacts from that development. That's all we're asking you to do is to finish that road.

Public Works Director Baldizzone stated what you don't have to do in that intersection according to that letter you brought us is to put in traffic signal lights. You can continue having the stop signs in that intersection. The widening of Hobsonway and Neighbours is following the General Plan of the City.

Vice Mayor Egan asked if that would be required of any business that built there. Interim City Manager Crecelius stated look across the street at Valero. They did the same thing we are requiring of this project.

Public Works Director Baldizzone stated it was also done further west on Buck Street when the power plant was built. They widened Hobsonway to make the right turn for people going into the facility. What we are asking for is for the future development of the City.

Eli Owens stated it all comes down to the future development of the City. We are trying to set a new standard with the Council and the City.

Vice Mayor Egan asked when the bond would be posted. Public Works Director Baldizzone stated it can be posted when construction starts. It can be posted when they have the estimated cost as the bond will be 1-2% of the cost of the improvement. They will pay 2% per year of the cost of those improvements.

Interim City Manager Crecelius stated it should be posted when they pull permits.

Eli Owens stated it's not as simple as that. The businesses that do this are established. They know their costs. Our costs are going down right now. We are in an industry that's brand new. Certain cities are over-regulating and businesses are hearing about it. One thing Blythe has is that we are not close to anything. There is no advantage to being out here.

Mayor Reynolds stated when you came here to do business you knew we were 100 miles from anywhere.

Eli Owens stated I understand you are setting a precedent, you are creating a new industry in Blythe, but when you say you are making concessions, we are giving away money.

Mayor Reynolds stated you don't think that having all of these meetings and discussions doesn't cost the City?

Eli Owens stated when we have been asked to pay fees we have done it. I respect your time, but it's my time too, I put everything I have in this. We are close to $1 million. Everything I own is in this project. We went to four other places, but wanted to be somewhere we could expand and create a business and this is where we ended up. We are trying to do our best and all we are asking for is to not be over-regulated. We are not asking for anything that is not fair.

Vice Mayor Egan stated you want zero and we want a bond to guarantee that you will do what you say you are going to do. We don't want a 100% bond, but zero is not going to fly with me. What other options are there if you can't bond?

Interim City Manager Crecelius stated they either do the off-site improvements during construction or they bond and do it within three years of issuance of their Certificate of Occupancy. Those are the options. That is what is required of any other business doing any other project.

Vice Mayor Egan asked if we could push it out a year until after they were open. Interim City Manager Crecelius said at that point you would have no recourse if they didn't follow through. Once they have their Certificate of Occupancy they are open.

Eli Owens asked what the last new development here was. The answer is a hotel. There is a proven model for hotels. The companies moving in here are corporations. We are not that. We are farmers; we are a mom and pop operation.

Councilman Rodriguez stated you are still a developer. You are developing in a commercial area. The standards were set before you got there. If someone wanted to build a convenience store they would have to do the same thing. Its building development, it doesn't matter what you are developing. There is nothing around the power plant and they were still required to do the same thing. It's a building in a commercial area.

Eli Owens stated that will be commercial forever. The Government did not just pass a bill stating that electricity is no longer a commercial thing; it's now a plant thing. It's a plant. This industry is focused on what it was, not what it's going to be. We came here because it's a farming town.

Councilman Rodriguez stated that if a farmer built a shed in a commercial area he would still have to do the same thing.

Councilman DeConinck stated if you were in the County you would be paying a DIF fee of about $34,000 an acre along with other factors. The County does not give away anything. I have been through it. You are getting a good deal and you should be happy with what you are moving forward with. I am looking at you renderings and have some questions.

There was discussion back and forth about the renderings.

Councilman Halby stated the road improvements they are asking for are pretty basic. You do need to widen the road and have a turn lane. You are going to have trucks coming to pick up product. I am good with the fence, but the road improvements are necessary. They are part of the General Plan. We are not attacking you; it would be the same for any business. I think you should do the bond, I know you can pull it off.

Eli Owens asked if as Neighbours is still pretty good, do we have to do both Neighbours and Hobsonway. Mayor Reynolds stated as its part of the General Plan both need to be done.

Public Works Director Baldizzone stated the condition of the road has nothing to do with the widening and future development of the City. You have a road that was paved last year by CalTrans. The status of the pavement has nothing to do with the General Plan requirement.

Mayor Reynolds opened public comment.

Michelle VanDyke of 14271 Riverside Dr. stated the Farm Bill was adopted to allow hemp years ago. As someone who lives in that area I don't mind whether they go with a block wall or no cut no climb but I request you keep it at 8ft. It's much easier to get over a 6ft vs. 8ft fence. I understand there will be cameras but we know getting their image on camera does not help when they are wearing a hoodie and face mask. We have homeless living in that area. There are low income individuals living at the motel on the other side of the gas station. There is another motel down the street full of sex offenders and people recently released from custody. They come down as far as Neighbours and Hobsonway. No matter how much it's going to be under cover, if those individuals think they can get their hands on some marijuana they are going to be able to get in and out and be on the freeway before anyone shows up.

John Paul Woorley of 245 Eunice Circle stated there are security protocols and they are using fiber wire. If someone touches the fence it creates a vibration. At that time a camera can zoom in to that location and see what's going on. You can't do that with a block wall.

James Schluter of 9400 18th Avenue stated I am ok with not having a block wall. Visually, as a member of the community I am perfectly ok with no cut no climb. I still think it will be one of the best looking fences in town.

Leslie Watkins of 117 E. Hobsonway commended staff on a tremendous job on all of these projects and on this topic. Yes it is new and yes we are learning but you also have a General Plan. You don't have any General Plan Amendments in front of you tonight to change it. The future development of our City is now. If we don't uphold what we said we are going to do, then why are you all even here? This is the same group of people that disrupted your City Council meeting during the JROTC Cadet presentation. I take huge offence to that as a Veteran and community member.

James Schluter stated that was a misunderstanding and apologized.

Interim City Manager asked the Council to give direction on each item individually.

Vice Mayor Egan moved approval of an 8ft no cut no climb fence. There was discussion regarding the type of fence that would be installed. Interim City Manager asked Council

to provide direction on the type of fence, the height and where it's located. Direct staff to pick an ascetically pleasing no cut no climb fence.

Vice Mayor Egan asked if the fence should be the same aesthetic value all the way around or is there was a section that could be cheaper and not as pretty. Interim City Manager Crecelius stated the back of the property abuts the freeway. I think it's important to have the most aesthetically pleasing fence on Hobsonway and Neighbours what you do beyond that is up to you.

Councilman DeConinck said we are talking about security so you need a good fence. If you have a good fence in the front they will go to the back.

Vice Mayor Egan stated it would still all be no cut no climb. But it will cost more to be pretty, but will be just as effective in the back.

Mayor Reynolds stated its time to move forward. We have a motion on the table for an ascetically pleasing no cut no climb fence. Are we going for the whole perimeter or two or three sides?

Councilman Rodriguez stated the whole perimeter, 8ft.

Councilman Rodriguez seconded the motion with aye votes from Rodriguez, Halby and Egan and no votes from Reynolds and DeConinck.

Vice Mayor Egan made a motion to require them to have the off-site improvements completed or have a bond in place for those improvements before a Certificate of Occupancy is issued. Councilman DeConinck seconded the motion with a unanimous aye vote.

ORAL REPORTS:

Public Works Director Baldizzone stated the Barnard Street Storm Water Improvement Project is complete. We are within budget with a change order in the amount of 1% of the project.

Councilman Halby stated they are over budget by $2,500 so that means the bid that lost, only lost by $1,700. Public Works Director Baldizzone stated the project called for a cut in the cross gutter. It was going to be for half of the cross gutter so half would be new and half would be old so I asked them to complete the cross gutter. I would have done the same for another contractor.

Mayor Reynolds reported on Blythe Fire Department's BBQ Cook off.

Councilman Halby stated I would like to give gratitude to Blythe's Boxing Champion Andrew Cancio who won the world championship on Saturday night at Fantasy Springs. The City is planning an event for him.

Vice Mayor Egan thanked JROTC for their presentation. It was neat to see young people caring so much about something that is important to most of us here.

PUBLIC COMMENT:
Tim Wade of 1240 N. Eucalyptus stated CR&R has not been sweeping in my neighborhood for the last month and a half. They stated a truck broke down. I am not sure why they don't have a redundant system. Then on Monday CR&R knocked one of my trash cans over. They picked up the paper, but not the grass. Someone should contact them as they are not living up to their contract. I live in one off the nicest, if not the nicest neighborhood in Blythe but the street is the worst if not one of the worst residential streets in Blythe. The City was out there for two days last week filing potholes and I appreciate that, but after the first rain it will be gone. If something could be done it would be helpful.

ADJOURN: The City Council meeting was adjourned at 7:51pm.

_____
Dale Reynolds, Mayor

ATTEST:

_____
Mallory Crecelius, City Clerk

City of Blythe
PERMITS ISSUED
For the Period 2/1/2019 thru 2/28/2019

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1902-013 2/11/2019 2/11/2019 2/11/2019	CONC SIDEWALK ISSUED	440 SOUTH FIRST STREET Permit Name Replace 5 Squares	CITY RIGHT OF WAY EARL SCHMID	2,800.00	87.25	87.25
Total for:	**CONC**			**2,800.00**	**87.25**	**87.25**

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1902-035 2/25/2019 2/25/2019 2/25/2019	DEMO-INT ISSUED	372 NORTH FIRST STREET 845072026 Permit Name INTERIOR DEMOLITION	SONIA KIM KELLEY FERNANDOS AFFORDABLE FU	2,000.00	47.00	47.00
Total for:	**DEMO-INT**			**2,000.00**	**47.00**	**47.00**

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1810-009 2/8/2019 10/9/2018 2/7/2019	DEVEL ISSUED	505 WEST FOURTEENTH AVEN 848110005 Permit Name Off Sites & Grading	SOUTHERN CALIFORNIA EDIS ANDERSON BURTON CONSTRI	0.00	37,164.00	37,164.00
Total for:	**DEVEL**			**0.00**	**37,164.00**	**37,164.00**

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1902-018 2/14/2019 2/12/2019 2/14/2019	ELEC ISSUED	217 SHADED PALM 824221003 Permit Name Replace 100 amp w/200 amp	ROBERTO & VERONICA GOAN. JOHNSON CYLE ELECTRIC INC	2,000.00	68.50	68.50
B1902-007 2/11/2019 1/30/2019 2/6/2019	ELEC SOLAR ISSUED	411 NORTH WILLOW AVENUE 845022009 Permit Name ROOF SOLAR	EDUARDO FIGUEROA SUNFINITY SOLAR CA LLC	40,000.00	152.35	152.35
B1901-051 2/8/2019 1/24/2019 2/4/2019	ELEC FINALED	190 NORTH NINTH STREET 851061011 Permit Name for Temp Construction Trailer	ENGLISH CONG JEHOVAHS WI STOKER CONSTRUCTION INC.	1,500.00	113.25	113.25
B1901-027 2/8/2019 1/18/2019 1/23/2019	ELEC SOLAR FINALED	515 WEST NEVADA AVENUE 842041032 Permit Name ROOF SOLAR	ROLANO & IRMA AMADOR SOUTH WEST SUN SOLAR INC	5,000.00	104.00	104.00
B1902-039 2/27/2019 2/27/2019 2/27/2019	ELEC FINALED	840 EAST HOBSONWAY 854020023 Permit Name Changeout of 4 Appliances	ABS CA O PORTERMATT ELECTRIC INC	3,200.00	62.88	62.88
B1901-040 2/4/2019 1/30/2019 2/4/2019	ELEC ISSUED	2170 WEST HOBSONWAY 824200005 Permit Name PIGGY-BACK	RICARDO & ERIKA LIMON OWNER	200.00	68.50	68.50
B1902-028 2/20/2019 2/14/2019 2/20/2019	ELEC ISSUED	2438 RIVIERA DRIVE 875280016 Permit Name Replace existing w/200 amp	JAY & DEBRA ARNESON JOHNSON CYLE ELECTRIC INC	2,000.00	68.50	68.50

Total for: ELEC				53,900.00	637.98	637.98

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1901-050 2/5/2019 1/29/2019 2/4/2019	FENCE BLOCK ISSUED	341 NORTH NINTH STREET 851033014 Permit Name BLOCK WALL	BETTY L BLACKWOOD OWNER	6,060.00	249.55	249.55
Total for: FENCE				6,060.00	249.55	249.55

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1901-035 2/27/2019 1/25/2019 2/6/2019	FIRE SPRINKLER ISSUED	2720 COLORADO RIVER ROAD 833370039 Permit Name SPRINKLERS	ROBERT & ANDREA LOFTON K & M BUILDERS INC	4,904.90	489.37	489.37
Total for: FIRE				4,904.90	489.37	489.37

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1902-016 2/13/2019 2/13/2019 2/13/2019	INSP FINALED	152 SOUTH AGATE STREET 854071018 Permit Name Special Insp of Existing Elec Panel	JAIME & MARIA MARTINEZ CHRIS COOK	0.00	49.50	49.50
B1902-012 2/11/2019 2/11/2019 2/11/2019	INSP ISSUED	340 EAST CHANSLORWAY 845063020 Permit Name Special insp of Elec Following Fire	KYRA S FORD CHRIS COOK	0.00	49.50	49.50
B1902-017 2/13/2019 2/13/2019 2/13/2019	INSP FINALED	156 SOUTH AGATE STREET 854071018 Permit Name Special Insp of Existing Elec Panel	JAIME & MARIA MARTINEZ CHRIS COOK	0.00	49.50	49.50
Total for: INSP				0.00	148.50	148.50

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1902-003 2/4/2019 2/4/2019 2/4/2019	MECH ISSUED	1171 JOSHUA TREE LANE 839013001 Permit Name	MALLORY KRISTA SUTTERFIE GLENN JOHNSON COOLING &	4,500.00	50.50	50.50
Total for: MECH				4,500.00	50.50	50.50

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1811-022 2/12/2019 11/15/2018 11/21/2018	PATIO ALUM AWNING FINALED	3410 NORTH ARROWHEAD BO 821234003 Permit Name ALUMINUM AWNING	CAROLE BENNETT BIG R AWNINGS	1,794.00	186.85	186.85
B1811-021 2/12/2019 11/15/2018 11/21/2018	PATIO ALUM AWNING FINALED	3410 NORTH ARROWHEAD BO 821234002 Permit Name ALUMINUM AWNING	LARRY & PATRICIA RATH BIG R AWNINGS	3,432.00	277.21	277.21

Total for: PATIO				5,226.00	464.06	464.06

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1902-043	PLUMB	218 WEST HOBSONWAY	SYLVIA MARCOTTE CLOUTIEF	800.00	100.00	100.00
2/28/2019		848042005	TONY RAY YBARRA			
2/28/2019	HOLD	Permit Name REPAIR				
2/28/2019						
Total for: PLUMB				800.00	100.00	100.00

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1902-002	REMOVE-R	1007 NORTH BROADWAY	TOWNSEND ET AL	400.00	47.00	47.00
2/4/2019		839090003	OWNER			
2/4/2019	ISSUED	Permit Name Unit that was 10691				
2/4/2019						
B1902-005	REMOVE-R	2387 RIVIERA DRIVE	JORDAN & ROBIN ROBINSON	2,000.00	47.00	47.00
2/4/2019		875280020	OWNER			
2/4/2019	ISSUED	Permit Name				
2/4/2019						
Total for: REMOVE-R				2,400.00	94.00	94.00

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1902-010	RERF	214 SOUTH PALM DRIVE	MARGARET & ELISA CHAVEZ	2,800.00	84.75	84.75
2/7/2019	TEAR OFF	848033002	OWNER			
2/7/2019	ISSUED	Permit Name Tear Off - 825 sq ft				
2/7/2019						
B1902-001	RERF	571 HOLLEY LANE	JIMMY S & EUNICE DE LEON	2,004.00	84.75	84.75
2/1/2019	TEAR OFF	842021026	OWNER			
2/1/2019	ISSUED	Permit Name Tear Off - 2004 sqs				
2/1/2019						
B1902-011	RERF	440 SOUTH FIRST STREET	STANLEY HALE	2,300.00	84.75	84.75
2/1/2019	TEAR OFF	848141035	OWNER			
2/8/2019	ISSUED	Permit Name Over Existing - 1170 sq ft				
2/8/2019						
B1902-041	RERF	512 WEST MURPHY STREET	EVA AGUILAR RAMOS	1,710.00	64.65	64.65
2/27/2019	TEAR OFF	845113003	OWNER			
2/27/2019	ISSUED	Permit Name Tear Off - 1710 sq ft				
2/27/2019						
B1902-008	RERF	169 SOUTH PALM DRIVE	ELSA DELATORRE	3,000.00	84.75	84.75
2/5/2019	TEAR OFF	848022023	OWNER			
2/5/2019	FINALED	Permit Name Tear Off - 1178 sq ft				
2/5/2019						
B1902-037	RERF	331 NORTH SOLANO AVENUE	ROBERT & REBECCA AGUIRRE	2,500.00	84.75	84.75
2/26/2019	TEAR OFF	836061018	OWNER			
2/26/2019	ISSUED	Permit Name Includes 333 North Solano				
2/26/2019						
B1902-030	RERF	518 WEST OREGON STREET	VICTOR MENDOZA	5,000.00	224.15	224.15
2/21/2019	TEAR OFF	842041027	OWNER			
2/21/2019	ISSUED	Permit Name Tear Off - approx 725 sq ft				
2/21/2019						
B1902-027	RERF	411 NORTH WILLOW AVENUE	EDUARDO FIGUEROA	3,400.00	98.75	98.75
2/15/2019	TEAR OFF	845022009	OWNER			
2/15/2019	FINALED	Permit Name Tear Off - 3400 sqs				
2/15/2019						

B1902-015 2/14/2019 2/13/2019 2/13/2019	RERF TEAR OFF FINALED	135 SOUTH PALM DRIVE 848022018 Permit Name TEAR OFF, 22 SQS	CARLSON ET AL CARLSON ET AL	7,000.00	141.16	141.16
B1902-038 2/26/2019 2/26/2019 2/26/2019	RERF TEAR OFF ISSUED	325 NORTH SOLANO AVENUE 836061019 Permit Name Includes 327 North Solano	ROBERT & REBECCA AGUIRRE OWNER	2,500.00	84.75	84.75
Total for:	**RERF**			**32,214.00**	**1,037.21**	**1,037.21**

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1902-009 2/20/2019 1/16/2019 2/14/2019	RES-ADD ISSUED	1309 WEST BARNARD STREET 836154023 Permit Name	ADELA STEINMAN FERNANDOS AFFORDABLE FU	18,000.00	1,241.83	1,241.83
Total for:	**RES-ADD**			**18,000.00**	**1,241.83**	**1,241.83**

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1812-016 2/1/2019 12/21/2018 1/24/2019	RES-STOR ISSUED	1566 RIVIERA DRIVE 869410012 Permit Name Metal Carport for Boat	JOSEPH F & JEANNE SCHIRO OWNER	11,664.00	575.03	575.03
Total for:	**RES-STOR**			**11,664.00**	**575.03**	**575.03**

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
RC1902-003 2/15/2019 2/15/2019 2/15/2019	RIVCOUNTY ISSUED	9928 EAST TENTH AVENUE 830220005 Permit Name Gas Line, Drywall Patching & Cabinetry	MICHAEL S & SYDNEY PRESLI JAY BROWN CONSTRUCTION	5,000.00	149.00	149.00
Total for:	**RIVCOUNTY**			**5,000.00**	**149.00**	**149.00**

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1812-015 2/27/2019 12/19/2018 2/6/2019	SFR ISSUED	2720 COLORADO RIVER ROAD 833370039 Permit Name REBUILD AFTER FIRE	ROBERT & ANDREA LOFTON K & M BUILDERS INC	139,545.85	2,951.25	2,951.25
Total for:	**SFR**			**139,545.85**	**2,951.25**	**2,951.25**

35 Permits Issued from 2/1/2019 Thru 2/28/2019

Total Valuation:	**$289,014.75**
Total Fees:	**$45,486.53**
Total Fees Paid:	**$45,486.53**

City of Blythe
Permits Applications Received
For the Period 2/1/2019 thru 2/28/2019

Permit No.	Applied	Type	Subtype	Status	Site Address/Parcel No.	Applicant/Owner/Contractor
BP1902-001	2/4/2019	BURNPERMIT		FINALED	1007 NORTH BROADWAY 839090003	LARRY TOWNSEND TOWNSEND ET AL
Permit Name	AG BURN-BERMUDA, DITCHES & BORDERS					
Description:						
BP1902-002	2/4/2019	BURNPERMIT		FINALED	1655 EAST HOBSONWAY 851110014	ALFRED & GRACE TAYLOR ALFRED & GRACE TAYLOR
Permit Name						
Description:						
BP1902-003	2/7/2019	BURNPERMIT		FINALED	1725 NORTH LOVEKIN BOULEVARD 830140003	VAN DYKE FARMS, INC CHARLES & SANDRA VANDYKE
Permit Name	AG BURN					
Description:						
BP1902-004	2/8/2019	BURNPERMIT		FINALED	2367 MCKINLEY DRIVE 824193005	JOHN DAVID OROZCO LINDA C GAY
Permit Name						
Description:						
BP1902-005	2/28/2019	BURNPERMIT		FINALED	645 SOUTH INTAKE BOULEVARD 869170006	OWNER CHARLES A REYNOLDS
Permit Name	AG BURN					
Description:						

5 Permit Applications from 2/1/2019 Thru 2/28/2019

3/6/2019
7:49:00AM

City of Blythe
Cases Opened (By Type)
For the Period 2/1/2019 thru 2/28/2019

Type of Case	Number opened
BLDG	4
FIRE	1
TRASH	1
WEED	1

Total Cases Opened: 7

Cases Closed - 8

Current Active Code Enforcement Cases - 354

CITY OF BLYTHE FIRE DEPARTMENT
MONTHLY INCIDENT AND ACTIVITY REPORT
February 2019

Incident	Total
Public Assist / Rescue / Medical Aid	14
Structure	6
Vehicle Fire	1
Brush, Grass, Leaves	6
Trash, Rubbish, Dumpster	5
Fire Alarms	1
Other	7
Total # of Incidents	**40**

Activity	
Drills	4
Staff Meeting	1
Total Activities	**5**

Respectfully Submitted

Billy Kem, Fire Chief

Blythe Police Department
Monthly Incident and Activity Report
February 2019

Incident	Total
Residential Burglaries	5
Commercial Burglary	4
Vehicle Burglaries	5
Domestic Violence	12
Battery	8
Grand Theft	3
Petty theft	22
Shopliftings	8
Traffic Collision- Injury	0
Traffic Collision- Non-injury	3
Traffic Collision- Hit & Run	3
Driving Under the Influence	3
Vandalisms	27
Trespassing	10
Prowlers	2
Public Intoxication	8
Alarm- Residential	11
Alarm- Commercial	16
Abandoned Vehicle Abatement	0
Vehicles Red Tagged (Street)	3
Documented Police Reports	182
Total Incidents	1414

Respectfully Submitted,

Jeffrey Wade
Chief of Police

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: March 12, 2019

SUBJECT: AB 1383 Comment Letter

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: Retroactively approve the Mayor signing and directing staff to submit the attached comment letter to the California Department of Recourses Recycling and Recovery (CalRecycle) regarding proposed regulations implementing the organic waste landfill reduction requirements of AB 1383.

FISCAL IMPACT: The current draft regulations implementing SB 1383 would have a negative impact on the City and rate payers if adopted as presented.

BACKGROUND: On September 19, 2016, then Governor Brown signed into law SB 1383, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP). These pollutants consist of greenhouse gases that are more potent than carbon dioxide in impacting climate change. Methane is generated and emitted when organic waste, such as food scraps, decompose in landfills. The legislation established three major statewide goals to reduce methane in the environment due to waste disposal: 1) Initially, reduce organic waste disposal by 50 percent of 2014 levels by 2020; 2) Reduce organic waste disposal by 75 percent of 2014 levels by 2025; and 3) Recover 20 percent of currently disposed of edible food for human consumption through food banks, and related human services organizations by 2025. The law grants CalRecycle the regulatory authority required to achieve these targets. Local governments like the City will be required to implement and monitor adopted SB 1383 regulations.

CR&R asked the City to submit the attached comment letter opposing some of the AB 1383 regulations that would negatively impact the City and its rate payers. The letter was submitted to staff on February 19th with comments due to CalRecycle by March 4th. As Council would not meet until after the comment period closed, staff asked the Mayor to sign and submit the letter with it begin brought to Council at the next regularly scheduled meeting for ratification.

STAFF REPORT: The proposed SLCP Regulations will have a tremendous impact City-wide because they will impose requirements on how residents and businesses dispose of their organic waste, and the City's role in enforcing those regulations. Among the most concerning proposed regulations are: examining solid waste containers on all of the City's routes randomly on a quarterly basis to verify that organic waste is placed in the correct container; identifying and issuing violation notices to account holders for putting organic waste in the wrong container; and reporting these records to CalRecycle. The SLCP will impose additional work related to administration, recordkeeping, and enforcement on the City without providing any additional

funding from the State. In addition, the proposed SLCP Regulations do not adequately address financial support to jurisdictions for diverting the organic waste since the region's organic waste processing infrastructure is not currently ready to accept the expected additional tonnage of diverted organic waste.

The City submitted the attached comment letter to CalRecycle describing its concerns and proposing recommendations for changes to the proposed regulatory text. The attached letter proposes the following changes:

1. Exempting residential routes from the requirement to receive violation notices for placing organic waste in the wrong container.
2. Exempting residential routes from the requirements of a quarterly review of randomly selected containers on each route.
3. Exempting single-family residential and multi-family residential routes from the requirement that the jurisdiction physically inspect containers along a route after receiving information from waste hauler about contaminated containers in order to identify the source of the contamination.
4. Giving more local control to develop programs to educate food generators about food recovery for community benefit instead of the proposed burdensome administrative regulations.
5. Reducing the burden of enforcement and recordkeeping at the local level to instead allow for program development and education.
6. Exempting, on a case-by-case basis, from the SLCP Regulations for organic waste collection and processing low-income, disadvantage communities that lack the local organic waste processing infrastructure or neighboring regional infrastructure.

Following the close of the comment period, CalRecycle will then summarize and respond to all the comments received during the period. If changes are made, a new comment period will open. CalRecycle has stated that it intends to adopt the final regulations by early 2019 so that jurisdictions will have time to plan, and implement necessary budgetary, contractual, and programmatic changes to be in compliance with the regulations on January 1, 2022.

ATTACHMENTS:

1. AB 1383 Comment Letter

CITY OF BLYTHE

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

February 28, 2019

Ms. Gwen Huff
Materials Management and Local Assistance Division
California Department of Resources Recycling and Recovery
P.O. Box 4025
Sacramento, CA 95812

Dear Ms. Huff:

The City of Blythe appreciates the opportunity to submit comments on the proposed SB 1383 regulation. The City supports the general intent and nature of the proposed regulation to develop and strengthen organic waste programs to incrementally reduce organic waste disposal down to 75 percent below the 2014 levels by 2025.

The city will work closely with its hauler to develop and implement strategies to reach the goals of SB 1383 that will include public education, source reduction, recycling and organic collection and management as deemed appropriate.

However, the City respectfully requests more flexibility in the regulations as currently drafted as well as more consideration on the burdens that compliance with the proposed regulations will impose on jurisdictions. Among the concerns are a lack of local control, insufficient infrastructure capacity for organic waste collection and processing due to the City's remote location, access to funds in the State's Cap and Trade program to help local low-income disadvantage communities develop programs, and unrealistic compliance goals.

As currently drafted, the regulation is expected to impose a significant jurisdictional burden on program enforcement and recordkeeping, diverting already limited funds and resources. Furthermore, the proposed penalty structure for generators of organic waste, specifically residents and small businesses, is excessive and is expected to disproportionately affect many of the City's low-income disadvantage residents.

Article 3. Mandatory Organic Waste Collection

Section 30.5 Container Contamination Minimization.

1. Upon finding prohibited contaminants in a container the jurisdiction or its designee, shall contact the generator or provide written notice to the generator.

Comment: It is not feasible to determine and identify individual generators that contaminate a route unless containers are checked individually. Our residential curbside program utilizes automated side loading vehicle and covered bins. Adhering to the proposed legislation would

require route drivers to physically examine hundreds of containers on each route on a daily basis and additional staffing resources to issue notices and deal with upset residents. The City recommends exempting residential routes from the requirement.

2. Route review on randomly selected containers in all collection routes quarterly is infeasible.
Comment: Despite covering a smaller geographic area than its neighboring regional cities, the City's franchised hauler services thousands of containers every week. A quarterly route review for all routes in the City is not possible without the addition of significant staffing and funding. It is not feasible for the collection truck operators to perform this task and complete their service routes in a timely manner. The required additional work will directly impact our franchise hauler. As a result, the City will likely see a significant price increase. The City recommends exempting residential routes from this requirement.

3. If a jurisdiction is informed by a solid waste facility operator that the waste collected by one of its haulers was servicing the jurisdiction's generators, then the jurisdiction or its designee shall: (1) investigate by physically inspecting containers along the route(s) that the contaminants came from to determine the sources of contamination.

Comment: As in the previous comment, it is a significant administrative burden to determine individual generators that contaminate a route. Routes would need to be interrupted to inspect individual bins stop by stop, resulting in slower service levels and increased costs. The City recommends exempting single-family and multi-family residential routes from this requirement.

4. Waivers and Exemptions Granted by the Department

Comment: Current waivers and exemptions do not include clarifying language for exempting, on a case-by-case basis from the regulations, jurisdictions that lack local organic waste processing infrastructure or neighboring regional infrastructure for remote low-income, disadvantage communities. Language must be developed to address barriers to the availability of new or expanded organic waste infrastructure outside the control of jurisdictions that address the need for this exemption.

Article 10 Edible Food Generators and Food Recovery

1. Edible food generators must participate in food recovery and keep records of who collects and receives its edible food, frequency, and quantity collected, and contracts/written agreements with food recovery services and organizations.

2. Jurisdictions shall develop and maintain a list of food recovery organizations and services; monitor compliance of edible food generators, food recovery services and organizations; and ensure proper data collection.

Comment: This is a significant administrative, training, and logistical burden for small businesses to manage its excess edible food, if it generates any, until it can be retrieved by a food recovery organization. The burden on the City to monitor and enforce the proposed rules related to edible food generators and food recovery creates an adversarial and punitive tone to a program that intends positive and beneficial outcomes for those going hungry in our

community. The City recommends allowing greater local control in developing programs to address food recovery for community benefit.

Articles 13 and 14 Regarding Reporting and Enforcement Requirements

1. The Jurisdiction is responsible and required to ensure regulations are enforced. This includes applicable account (generator and hauler) record keeping, various inspections for compliance, addressing, complaints and issuing violations.

Comment: In the current draft, a tremendous amount of effort is placed on the Enforcement and Recordkeeping sections, which will require the City to divert scarce funds and resources away from initiative to an enforcement-based system. The City recommends reducing the burden of enforcement and record keeping so that the City may prioritize program development.

The City of Blythe intends to continue participating in the collaborative process with CalRecycle to develop reasonable and effective guidelines on this important regulation, especially its impact on small low-income disadvantage cities like ourselves. While the City supports the intended goals and objective of the statewide diversion levels, it is hoped that CalRecycle will allow local governments flexibility to determine the best approach to achieve them.

Sincerely,

Dale Reynolds, Mayor

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: March 12, 2019

SUBJECT: Agreement for CFD No. 2004-1 Special Tax Administration Services

PRESENTED BY: Christa Elms, Director of Finance

PREPARED BY: Christa Elms, Director of Finance

RECOMMENDATION: Staff recommendation that City Council authorize the City Manager to sign agreement for CFD No. 2004-1 Special Tax Administration Services with David Taussig & Associates.

FISCAL IMPACT: Not to exceed $13,250 for fiscal year 2019/2020

BACKGROUND: The City of Blythe currently contracts with David Taussig & Associates to provide Special Tax Administration Services for CFD No. 2004-1. This work includes determining the property activity during the current year, filing reports with County of Riverside, and doing arbitrage calculations for this Mello-Roos district.

STAFF REPORT: Staff recommends continuing the contract with David Taussig & Associates for the Special Tax Administration Services. David Taussig & Associates has been providing this service to the CFD since its inception in 2004 and with their knowledge of reporting requirements it is in the best interest to continue with these services. Therefore, attached for your review and authorization is the agreement for CFD No. 2004-1 Special Tax Administration Services between the City of Blythe and David Taussig & Associates.

ATTACHMENTS:

1. City of Blythe CFD No. 2004-1 Special Tax Administrative Service Agreement

dta
www.FinanceDTA.com
5000 Birch Street, Suite 6000
Newport Beach, CA 92660

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this ____ day of February 2019, by and between the City of Blythe at 235 North Broadway, Blythe, CA 92225 herein called "City" or "Client," and DTA, formerly David Taussig and Associates, Inc. at 5000 Birch Street, Suite 6000, Newport Beach, CA 92660, herein after called "Consultant." The Client and the Consultant in consideration of the mutual promises and conditions herein contained agree as follows.

ARTICLE I
TERM OF CONTRACT

Section 1.1 This agreement shall become effective on the date stated above and will continue in effect until the earlier of (i) that day when the services provided for herein have been performed or (ii) until terminated as provided in Article 6 below.

ARTICLE II
SERVICES TO BE PERFORMED BY CONSULTANT

Section 2.1 Consultant agrees to perform the professional services for the Client and to deliver the work products to the Client as described in the Scope of Work statement attached as Exhibit "A" hereto. Such professional services and work products, as from time to time modified in accordance with Section 2.3 hereof, are collectively referred to as the "Consulting Services."

Section 2.2 Consultant will determine the method, details and means of performing the Consulting Services. Consultants may, at Consultants' own expense, employ such assistance as it deems necessary to perform the Consulting Services required by Client under this Agreement. Consultants shall conduct research and arrive at conclusions with respect to their rendition of information, advice, recommendation or counsel independent of the control and direction of the Client, other than normal contract monitoring. All computer software (including without limitation financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, processes and methods (collectively, the "Proprietary Models") used or developed by DTA in performing its work is proprietary and shall remain property owned solely by, or licensed by a third party to DTA. Client acknowledges and agrees that the consideration paid by Client herein only entitles Client to a license to use the hard copy or electronically transmitted reports generated pursuant to the Consulting Services and that any Proprietary Model that Consultant uses to generate such reports is owned by, or is duly licensed from a third party to Consultant and is not being provided to Client hereunder. Client acknowledges that DTA may have used reports and analyses that DTA authored for other clients as base works or templates for the reports and analyses prepared for Client pursuant to this Agreement, and Client acknowledges and agrees that DTA has the right to use the reports and analyses that it authors pursuant to this Agreement as base works or templates for reports and analyses that DTA authors for DTA's other clients, provided, however that DTA shall not use any confidential information provided by Client in such future reports and analyses. Client acknowledges and agrees that DTA has spend substantial time and effort in collection and compiling data and information (the "Data Compilations") in connection with the Consulting Services and that such Data Compilations may be used by DTA for its own purposes, including, without limitation, sale or distribution to third parties; provided, however, that DTA will not sell or distribute any of Client's confidential information that may be contained

in such Data Compilations, unless such confidential information is used only on an aggregated and anonymous basis.

Section 2.3 Any proposed changes in the Consulting Services hereunder shall be submitted to the other party hereto, and any such changes agreed to by the parties shall be reflected in an amendment to Exhibit "A" in accordance with Section 7.2 hereto.

Section 2.4 Nothing in this Agreement shall give the Consultant possession of authority with respect to any Client decision beyond the rendition of information, advice, recommendation or counsel.

ARTICLE III
COMPENSATION

Section 3.1 Client agrees to pay Consultant for its Consulting Services a professional fee computed according to the Fee Schedule attached as Exhibit "B" hereto.

Section 3.2 The Client shall reimburse the Consultant for Consultant's out-of-pocket expenses plus a 15% administrative charge. Expenses shall include all actual expenditures made by Consultant in the performance of any Consulting Services undertaken pursuant to the Agreement, including, without limitation, the following expenditures:

(a) Cost of clerical assistance at $35.00 per hour, including typing, collation, printing and copying, plus copier and photography costs, including photographic reproduction of drawings and documents.

(b) Transportation costs, including mileage for the use of personal automobiles at the prevailing IRS standard rate, rental vehicles, lodging and regularly scheduled commercial airline ticket costs.

(c) Courier services, facsimile, and telephone expenses.

Section 3.3 On or about the first two weeks of each month during which Consulting Services are rendered hereunder, Consultant shall present to Client an invoice covering the current Consulting Services performed and the reimbursable expenses incurred pursuant to this Agreement and exhibits thereto. Such invoices shall be paid by Client within thirty (30) days of the date of each invoice. A 1.2% charge may be imposed against accounts which are not paid within 30 days of the date of each invoice.

Section 3.4 The maximum total fee amount set forth in Exhibit "B" may be increased as a result of any expansion of the Consulting Services to be rendered hereunder pursuant to Section 2.3 or as provided in Exhibit "A" hereto.

Section 3.5 Records of the Consultant's costs relating to (i) Consulting Services performed under this Agreement and (ii) reimbursable expenses shall be kept and be available to the Client or to Client's authorized representative at reasonable intervals during normal business hours.

ARTICLE IV
OTHER OBLIGATIONS OF CONSULTANT

Section 4.1 Consultant agrees to perform the Consulting Services in accordance with Exhibit "A". Should any errors caused by Consultant's negligence be found in such services or products, Consultant will correct them at no additional charge by revising the work products called for in Exhibit "A" to eliminate the errors.

Section 4.2 Consultant will supply all tools and instrumentalities required to perform the Consulting Services under the Agreement.

Section 4.3 Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Consultant without the prior written consent of Client. However, Consultant may subcontract portions of the work to be performed hereunder to other persons or concerns provided Consultant notifies Client of the name and address of said proposed subcontractor and Client either consents or fails to respond to notification with respect to the use of any particular proposed subcontractor.

Section 4.4 In the performance of its Consulting Service hereunder, Consultant is, and shall be deemed to be for all purposes, an independent contractor (and not an agent, officer, employee or representative of Client) under any and all laws, whether existing or future. Consultant is not authorized to make any representation, contract or commitment on behalf of Client.

Section 4.5 Neither this Agreement, any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause the Consultant to be a "public official" as that term is used in Section 87100 of Title 9 of the California Government Code. Client and Consultant agree that Consultant is not a "public official" or "participating in governmental decision" as those terms are used in Section 87100. The Client and Consultant also agree that no actions and opinions necessary for the performance of duties under the Contract will cause the Consultant to be a "public official" or "participating in a governmental decision" as those terms are used in Section 87100.

ARTICLE V
OTHER OBLIGATIONS OF CLIENT

Section 5.1 Client agrees to comply with all reasonable requests of Consultant and provide access to all documents reasonably necessary to the performance of Consultant's duties under this Agreement with the exception of those documents which Exhibit "A" calls upon the Consultant to prepare.

Section 5.2 Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client without the prior written consent of Consultant.

Section 5.3 Consultant frequently is retained by developers, landowners, and other persons and concerns interested in development projects which often eventually lead to the preparation on a contract basis by Consultant of preliminary tax spread models for government agencies to determine tax rates and other matters necessary to accomplish various improvements to realty for financing under a Mello-Roos or other financing programs.

In light of the foregoing, Client will determine whether or not it is appropriate to conduct a "significant substantive review" or a "significant intervening substantive review" of Consultant's activities conducted pursuant to this Agreement as such terms are defined in Section 18700(c)h of Title 2 of the California

Administrative Code. Should Client elect to conduct such a substantive review, then Client shall determine whether it has sufficient expertise on staff to conduct such a review, and, if not, will retain an independent expert consultant to review Consultant's work. Thereafter, Client shall conduct such review, or cause such independent review to be conducted, prior to the making of any governmental decision relating to the matters contained within the Scope of Work described in Exhibit "A". The parties do not intend and nothing in this Section 5.3 is meant to imply that Consultant is a "public official," "participating in a governmental decision," or has a "financial interest" in the services provided as such terms are used in Section 87100 of Title 9 of the California Governmental Code.

Section 5.4 Client, public agencies, landowners, consultants and other parties dealing with Client or involved in the subject development project referred to in Exhibit "A" will be furnishing to Consultant various data, reports, studies, computer printouts and other information and representations as to the facts involved in the project which Client understands Consultant will be using and relying upon in preparing the reports, studies, computer printouts and other work products called for by Exhibit "A." Consultant shall not be obligated to establish or verify the accuracy of the information furnished by or on behalf of Client, nor shall Consultant be responsible for the impact or effect on its work products of the information furnished by or on behalf of Client, in the event that such information is in error and therefore introduces error into Consultant's work products.

Section 5.5 Client agrees to defend, indemnify and hold Consultant harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings (collectively, "Claims") and all costs and expenses in connection therewith, including reasonable attorneys' fees, arising out of or connected with the performance of Consultant's Consulting Services under this Agreement, except as may arise from Consultant's willful misconduct or gross negligence. In that regard, Client will indemnify and hold Consultant harmless from any Claims arising from, growing out of, or in any way resulting from, errors contained in data or information furnished by Client or Client's designee to Consultant for use in carrying out the Consulting Services called for by this agreement. If for any reason the indemnification under this Section 5.5 is unavailable to Consultant or insufficient to hold it harmless, then the Client shall contribute to the amount paid or payable by Consultant as a result of such loss, liability, damage, claim, demand, action or proceeding in such proportion as is appropriate to reflect not only the relative benefits received by the Client on the one hand and Consultant on the other hand but also the relative fault of the Client and Consultant as well as any relevant equitable considerations; provided that Consultant's contribution obligations hereunder shall in no event exceed the amounts received by Consultant under this Agreement.

Section 5.6 In the event that court appearances, testimony or depositions are required of Consultant by Client in connection with the services rendered hereunder, Client shall compensate Consultant at a rate of $250 per hour and shall reimburse Consultant for out-of-pocket expenses on a cost basis.

ARTICLE VI
TERMINATION OF AGREEMENT

Section 6.1 Either party may terminate or suspend this Agreement upon thirty (30) days written notice. Unless terminated as provided herein, this Agreement shall continue in force until the Consulting Services set forth in Exhibit "A" have been fully and completely performed and all proper invoices have been rendered and paid.

Section 6.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party at its option may terminate this Agreement by giving written

notification to the defaulting party. Such termination shall be effective upon receipt by the defaulting party, provided that the defaulting party shall be allowed ten (10) days in which to cure any default following receipt of notice of same.

Section 6.3 The covenants contained in Sections 3.1, 3.2, 4.4, 5.3, 5.4, 5.5, 5.6 and all of Article VII shall survive the termination of this Agreement.

ARTICLE VII
GENERAL PROVISIONS

Section 7.1 Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with the first sentence of this Section 7.1. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

Section 7.2 This Agreement and exhibits hereto supersede any and all agreements, either oral or written, between the parties hereto with respect to the rendering of service by Consultant for Client and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement (including any exhibit hereto) will be effective if it is in writing and signed by the party against whom it is sought to be enforced.

Section 7.3 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 7.4 Any controversy between the parties hereto involving the construction or application of any of the terms, covenants, or conditions of this Agreement will, on the written request of one party served on the other, be submitted to binding arbitration in accordance with the commercial rules and regulations of the American Arbitration Association and the provisions of the California Arbitration Act (Sections 1280 through 1294.2 of the California Code of Civil Procedure). The arbitration shall take place in Newport Beach, California, or such other location mutually agreed to by the parties.

The arbitrator(s) shall be selected as follows: In the event that Consultant and Client agree on one arbitrator, the arbitration shall be conducted by such arbitrator. In the event Consultant and Client do not so agree, Consultant and Client shall each select an arbitrator and the two arbitrators so selected shall select the third arbitrator. If there is more than one arbitrator, the arbitrators shall act by majority vote. The parties may propose arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. The parties are not required to hire a AAA arbitrator for resolution of a dispute hereunder.

The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Section 7.5 The prevailing party in any arbitration or legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may

have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all fees and expenses of the arbitrator(s) and all costs of the arbitration.

Section 7.6 This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Agreement has been executed on the date and year first above written.

CONSULTANT:	CLIENT:
DTA	**City of Blythe**
By: _____	By: _____
David Taussig, President	
Date: _____	Date: _____

HTTP://LOCALHOST/RESOURCES/PROPOSALS/ADMIN/CALIF/BLYTHE/AGREEMENT 2004-1 19-20.DOC

EXHIBIT A

FIXED CHARGE ADMINISTRATION SERVICES

CITY OF BLYTHE

SCOPE OF WORK

DTA ("Consultant") shall provide financial consulting services to assist the City of Blythe ("Client") in the administration of Client's Community Facilities District ("CFD") No. 2004-1 and other fixed charges including delinquent utility bill charges and assessment abatements. The focus of these services shall be to determine the special tax rates for CFD No. 2004-1 and to facilitate the collection of the special taxes and other fixed charges in fiscal year 2019-20 by the County of Riverside.

The specific activities and tasks to be performed under this Scope of Work include the following:

Phase I: CFD No. 2004-1

Task 1 Land Use Research

This task involves determining, gathering and organizing the land use data required to apportion and collect special taxes, and includes the following subtasks:

1.1 **Subdivision Research:** Identify and obtain copies of all final tract or parcel maps for CFD No. 2004-1. Determine acreage for each parcel.

1.2 **Development Research:** Determine building permit activity as of January 1 of each year. Identify building permit issuance date, building square footage, tract, and lot for each new building. Review current Assessor Parcel maps to determine which parcel numbers will be valid for each fiscal year.

1.3 **Database Management:** Create automated parcel database to include all parcels. Data items will include Assessor Parcel Number, corresponding tract and lot number, acreage, and building permit issuance date.

Task 2 Classification of Property

This task involves application of the Rate and Method of Apportionment of the Special Tax to determine the appropriate special tax classification for each parcel located within CFD No. 2004-1, and includes the following subtasks:

2.1 **Exempt Property:** Identify all property owned by public agencies or entities otherwise exempt from the special tax and classify as exempt property.

2.2 **Taxable Property:** Identify all taxable properties and classify each as "Developed Property" or "Undeveloped Property." Assign each "Developed Property" to the appropriate special tax class.

Task 3 Financial Analysis

This task involves calculating the Special Tax Requirement for each fiscal year and allocating it to property in CFD No. 2004-1, and includes the following subtasks:

3.1 **Determine Special Tax Requirement:** Assist Client with the preparation of an administrative expense budget. Confirm interest and principal payments. Determine any other charges or credits to tax levy.

3.2 **2019-20 Special Tax Rates:** Based on tax classifications and special tax requirement, compute the fiscal year 2019-20 special tax rates for all classifications of taxable property.

Task 4 Report Preparation

This task includes the preparation of an Annual Special Tax Report containing the findings of the financial analysis and an explanation of the methodology employed to apportion the special taxes for CFD No. 2004-1. Included in the report is a list of special taxes by Assessor's Parcel which can be used as the exhibit to the resolution authorizing the levy and collection of special taxes for fiscal year 2019-20.

Task 5 Submittal of Special Taxes to County of Riverside

This task involves submitting the special tax levy on or before August 10, of each year, or such other date specified by the County of Riverside to the Auditor-Controller for inclusion on the fiscal year 2019-20 consolidated property tax bills. The special tax levy will be submitted on magnetic tape or other media as specified by the County.

Task 6 Delinquent Property Owner Research

This task involves the review and research of County records to determine which parcels are delinquent in the payment of property and special taxes, and includes the following subtasks:

6.1 **Delinquent Special Tax Report:** Review special tax payment information from the County of Riverside. Determine which parcels are delinquent and the corresponding amount of delinquent special taxes. Prepare report summarizing the amount of delinquent special taxes.

6.2 **Collection of Delinquent Special Taxes:** Assist Client with the development of procedures to cure delinquent special taxes. Assist with the preparation of demand letters as necessary.

Task 7 Roll Changes and Adjusted Property Tax Bills

This task involves monitoring any changes to the secured tax roll which necessitate new or adjusted property tax bills. This task includes the calculation of new or adjusted bills and the preparation of requests to the County to prepare such bills.

Task 8 Responses to Property Owner Questions

This task involves the provision of information to individuals and other interested parties regarding the amount and calculation of the special tax.

Task 9 Meetings

Consultant will attend the City Council meeting at which the resolution authorizing the levy and collection of special taxes is scheduled for adoption.

Task 10 CFD Disclosure

This task involves assisting Client meet the annual disclosure requirements of SB 1464, the 1992 Mello-Roos Amendment Bill, and includes the following subtasks:

10.1 Submit required data to the California Debt and Investment Advisory Commission each October in compliance with Section 53359.5 of the Government Code as stated in SB 1464.

10.2 Provide special tax disclosure documents to Client for resale properties pursuant to Section 1102.6b of the Civil Code and Section 53340.2 of the Government Code as stated in SB 1464.

10.3 Assist Client in the preparation of material required by the District Continuing Disclosure Agreement.

10.4 Assist Client in the preparation of material in compliance with Section 53411 of the Government Code as stated in SB 165.

Task 11 Rebate Calculation (to be completed by Bond Logistix, LLC)

This task entails the preparation of annual arbitrage rebate calculations, report preparation, and identification of rebate liabilities for the Client, and includes the following specific activities:

11.1 **Background Research:** Review documents pertinent to the bonds including the official statement, bond indenture, arbitrage certificate, IRS form 8038-G, and fiscal agent bond fund/account statements.

11.2 **Bond Proceeds Deposit Confirmation:** Reconcile the deposits to the funds and accounts set forth in the bond indenture with the actual deposit of funds reflected by the fiscal agent account statements.

11.3 **Bond Yield Confirmation:** Prepare debt service table and calculate the bond yield. The resulting bond yield will be verified with that stated on the arbitrage certificate.

11.4 Calculation of Rebate Liability: Record all investment activity for the funds and accounts determined to be subject to rebate. Using the bond yield calculated under item 11.3 above, compute the allowable arbitrage earnings and compare to the actual investment earnings.

11.5 Adjustments for Rebate Exemptions: Determine the rebate exemptions applicable to CFD No. 2004-1.

11.6 Rebate Report: Prepare written report containing the findings of the financial analysis and an explanation of the underlying methodology followed to compute the rebate liability, including a legal opinion.

Phase II: Other Fixed Charges

Task 12 Submittal of Fixed Charges to County of Riverside

The City will provide DTA with the parcel numbers and levy amounts for the delinquent utility bill charges and assessment abatements for fiscal year 2019-20. The City will also provide DTA with original signed versions of the resolution(s) approving the placement of such changes on County tax rolls. DTA will compare the parcel numbers provided by the City to the County Assessor's Roll to confirm the validity of each parcel number.

DTA will submit such fixed charges and other required documentation on or before August 10, of each year, or such other date specified by the County of Riverside to the Auditor-Controller for inclusion on the fiscal year 2019-20 consolidated property tax bills. The levy will be submitted on magnetic tape or other media as specified by the County.

EXHIBIT B

ANNUAL FIXED CHARGE ADMINISTRATION SERVICES

CITY OF BLYTHE

FEE SCHEDULE

Professional Services Fee

Consultant shall charge the following hourly fees for services related to Tasks 1 through 10:

Managing Director	$220/Hour
Vice President	$210/Hour
Senior Manager	$190/Hour
Senior Associate II	$170/Hour
Senior Associate I	$160/Hour
Associate II	$155/Hour
Associate I	$150/Hour
Research Associate II	$145/Hour
Research Associate I	$140/Hour
Research Assistant	$135/Hour

Subject to the limitations below, fees related to Tasks 1 through 10 shall not exceed $9,000 for fiscal year 2019-20. Consultant's compensation for Task 11 is $2,750 per bond issue for the initial annual calculation, and $2,250 per bond issue per year for subsequent years; note, additional fees will be incurred for transferred proceeds analysis, commingled funds analysis, final or five year report, or computation periods in excess of twelve months. Consultant's compensation for Task 12 shall not exceed $1,500 for fiscal year 2019-20.

Monthly progress payments will be made by Client upon presentation of invoice by Consultant providing details or services rendered and expenses incurred. At Client's request, services in addition to those identified in the Scope of Work may be provided if the total fee required to complete Tasks 1 through 10 and Task 12 is less than $8,000. Alternatively, if the Scope of Work can be completed for less than the maximum amount, only the hours actually expended will be billed.

In addition to fees for services, Client will reimburse Consultant for travel, photocopying, database services or materials, facsimile and telephone calls, clerical services, and other out-of-pocket expenses, in an amount not to exceed $500.

LIMITATIONS

If the maximum amount has been exceeded as a result of "extraordinary" consulting services required in connection with Task 8, such additional services in excess of the maximum shall be billed at the hourly rates listed above. For the purposes of this section, services rendered in connection with Task 8, which exceed $1,000 shall be considered extraordinary.

Additional services other than those necessary to amend errors on the part of Consultant in Tasks 1 through

10 and Task 12 are not covered by the maximum fee listed above.

The preceding professional fees and hourly rates apply for a 12 month period from execution of the Agreement and are subject to a cost-of-living and/or other appropriate increase every 12 months thereafter. Consultant generally reviews its professional fees and hourly rates annually and, if appropriate, adjusts them to reflect increases in seniority, experience, cost-of-living, and other relevant factors. Consultant shall notify Client in advance of any such increase.

EXHIBIT C

MELLO-ROOS SPECIAL TAX ADMINISTRATION AND ARBITRAGE CALCULATION SERVICES COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF BLYTHE

ARBITRAGE REBATE COMPLIANCE SERVICES

This letter is to confirm the engagement of David Taussig & Associates, Inc. ("DTA") by the City of Blythe (the "Issuer") for the purpose of performing calculations relating to the rebate requirements contained in Section 148(f) of the Internal Revenue Code of 1986 (the "Code"). The calculations are to be performed with respect to the tax exempt obligation issues listed on Schedule A hereto (the "Bonds"), applying applicable federal tax rules.

The Issuer, by acknowledging this letter, consents to the engagement by DTA of Bond Logistix, LLP ("Bond Logistix") to provide certain legal services to assist in determining the amount of rebate liability with respect to the Bonds. The agreement between DTA and Bond Logistix which sets out the services to be provided by each is available upon request. While the Issuer may rely on the legal services performed by Bond Logistix, Bond Logistix will have no attorney-client relationship with the Issuer by virtue of the agreement, this letter, or such services.

The fee with respect to each report and opinion required by the Issuer is as set forth on Schedule B hereto. Additional Bond issues may be added, from time to time, to Schedule A hereto by the Issuer and DTA provided that the prior consent of Bond Logistix is obtained by DTA.

If this letter agreement is satisfactory, please have an authorized official acknowledge below and return one copy to the undersigned.

Very truly yours,

DAVID TAUSSIG & ASSOCIATES, INC.

By: _____
David Taussig, President

Acknowledged:
CITY OF BLYTHE

By: _____

Title: _____

Date: _____

SCHEDULE A

1. $2,000,000 City of Blythe Community Facilities District No. 2004-1 Series 2005 Special Tax Bonds (Riverside, California)

SCHEDULE B

Arbitrage Rebate Compliance Services

FEE SCHEDULE

The proposed annual budget for Task 11 is a flat fee of $2,750 per bond issue. Please note that additional fees will be incurred for transferred proceeds analysis, commingled funds analysis, final or five year report, or computation periods in excess of twelve months.

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: March 12, 2019

SUBJECT: Recreation Center Building Improvement Project

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: Council accept a donation of labor and materials in an amount not to exceed $5,000 from the Rec-N-Crew needed to finish the Building Improvement Project at the Recreation Center.

FISCAL IMPACT: A donation of labor and materials estimated at $5,000.

BACKGROUND: In November 2016 Council authorized staff to expand the weight room into the former boxing gym. As the boxing gym had not been in use for a number of years it was decided expanding the weight room would allow for an increase in use, and create a space for exercise classes currently held on the basketball court which would free up the basketball court for open gym in the evenings.

Before the project could start, staff had to surplus and sell the boxing equipment to make room for the improvements. The boxing ring and related equipment was sold in late 2017 and work began on the boxing room soon thereafter. Improvements included the addition of a doorway between the weight and boxing rooms and moving electrical outlets. At that time the Rec-N- provided the supplies and the labor was donated by AFC.

STAFF REPORT: The doorway has been installed, but the finish work was never completed. The electrical outlets were not moved to accommodate the exercise equipment that will be placed in the boxing room. Staff would like to add an additional doorway into the boxing room from the hallway between the Basketball court and the weight room. This will allow for two access points into and out of the boxing room from the main room of the Center. To accommodate the door addition, an electrical panel needs to be moved. The work is valued at $5,000 and will be performed by a licensed contractor. The work will be permitted and inspected by City Building Officials per the California Building Code. As this is a City facility, there will be no fee for the building permit.

ATTACHMENTS: None

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: March 12, 2019

SUBJECT: State and Federal Surplus Property Program

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: Council adopt Form SASP 202- Resolution and authorize the Mayor and staff to execute any and all forms necessary to become eligible for the State and Federal Surplus Property Program.

FISCAL IMPACT: The ability to acquire vehicles and equipment at a low cost that have been deemed surplus by other government entities.

BACKGROUND: Councilman Halby brought to staff's attention the ability to acquire items deemed surplus by other governmental entities. Items on the list could even come from local agencies such as CVSP or Ironwood.

STAFF REPORT: To be eligible for this program through the State of California, Department of General Services Office of Fleet and Asset Management the City is required to complete and return the attached forms. Council must adopt Form SASP 202- Resolution and submit to the State along with a copy of the Council Meeting Minutes.

It is recommended Council adopt Form SASP 202-Resolution and direct staff to complete all necessary forms to be submitted for eligibility in this program.

ATTACHMENTS:

1. State and Federal Surplus Property Program Forms

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
OFFICE OF FLEET AND ASSET MANAGEMENT
ELIGIBILITY APPLICATION (NEW)
SASP 202 (Rev 3/15)

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Edmund G. Brown Jr.

RESOLUTION

"BE IT RESOLVED by the Governing Board, and hereby ordered that the offical(s) and/or employee(s) whose name(s), title(s), and signature(s) are listed below shall be and is (are) hereby authorized as our representative(s) to acquire surplus property through the auspices of the California State Agency for Surplus Property and accept responsibility for payment of incidental fees by the surplus property agency under the Terms and Conditions accompanying this form or listed on the reverse side of this form."

	NAME (Print or Type)	TITLE	SIGNATURE*	E-MAIL ADDRESS
A.				

***Note: All signatures must be in original form. No copied or stamped signatures**

B. The above resolution was PASSED AND ADOPTED this _____ day of _____ ,20 ___, by the Governing Board of the:

_____ by the following vote: AYES: _____; NOES: ___; ABSENT: _____
Agency Name

I, _____ Clerk of the Governing Board known as _____

Do hereby certify that the foregoing is a full, true and correct resolution adopted by the governing board of the below named organization at the meeting thereof held at its regular place of meeting on this date and by the vote above stated, a copy of said resolution is on file in the principap office of the Governing Board.

Signed by: _____

_____
Name of Organization

_____
Mailling Address

_____ / _____ / _____
City Zip Code County

NOTE: ALL LOCAL GOVERNMENT & NON-PROFIT INCORPORATED ORGANIZATIONS HAVE A GOVERNING BOARD, THEREFORE COMPLETE ONLY SECTIONS "A" & "B". THE FOLLOWING SECTION "C" IS FOR STATE AGENCIES ONLY

C. AUTHORIZED this ____ day of _____ 20 _____, by: _____
Signature of Administrative Officer

_____ / _____
Printed Name of Chief Administrative Officer Title

_____ / _____
Organization Name Street Address

_____ / _____ / _____
City ZIP Code County

STATE OF CALIFORNIA AGENCIES ARE REQUIRED TO PROVIDE THEIR STATE BILLING CODE: _____

STATE OF CALIFORNIA
NEW APPLICATION FOR ELIGIBILITY
STATE & FEDERAL SURPLUS PROPERTY PROGRAM

In completing this form please print or type information.

A. Name of Organization _____ Telephone _____

Address _____ City _____ County _____ Zip _____

E-Mail Address _____ Fax Number _____

1. Application is being made as a (please check one) (a) Public agency ☐ or (b) qualified nonprofit and tax-exempt organization ☐. Check all spaces that apply and provide all requested data.

B. **PUBLIC AGENCY**: Check either state ☐ or local ☐

_____ Conservation
_____ Economic Development
_____ Education
Grade Level _____
(Preschool, K-12, college)
Enrollment _____
No. of faculty _____
No. of days in school year _____
_____ Parks & Recreation
_____ Public Health
_____ Public Safety
_____ Two or more of above
_____ Other (specify) _____

NONPROFIT AGENCY OR ORGANIZATION:

_____ Education
_____ Grade Level _____
(Preschool, K-12, college)
_____ School for the mentally or physically handicapped
Enrollment _____
No. of faculty _____
No. of days in school year _____
No. of school sites _____
_____ Educational radio or television station
_____ Museum
_____ Library
_____ Medical institution
_____ Hospital
_____ Health center
_____ Clinic
_____ Other (specify) _____

1. Are the applicant's services available to the public at large? _____ If only a specified group of people is served, please indicate who comprises this group. _____

2. Checklist of signed and completed documents submitted with this application:

____ SASP Form No. 202 "Resolution," properly signed and approved by the Governing Board designating representatives, including their signatures, authorized to bind the applicant organization to service fees submitted by the State of California.
____ SASP Form No. 203, nondiscrimination compliance assurance.
____ Certification Regarding Debarment, Suspension, Ineligibility, & Voluntary Exclusion as required by the General Services Administration of the U.S. Government.
____ Other statements or documentation required, as may be specified.

Printed Name and Title of Administrator or Director: _____

Date: _____ Signature of Adminstrator or Director: _____

FOR STATE SURPLUS AGENCY USE ONLY

Application approved _____ Application disapproved _____

Comments or additional information: _____

Date: _____ Signed: _____

Donee Number: _____ Billing Code: _____

Certifications and Agreements including Terms, Conditions, Reservations and Restrictions to be Included On Agency Issued or Distribution Documents

A) The Donee Certifies That:

1) It is a public agency; or an approved non-profit institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1986; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the General Services Administration (GSA).
2) The property is needed and will be used by the recipient for carrying out for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization or 8(a) business, the property is needed for and will be used by the recipient for educational or public health purposes, or for programs for older individuals, or for business purposes. The property is not acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the CSASP.
3) Funds are available to pay any and all costs and charges incidental to the receipt of surplus property, and that property is not being acquired for any other use(s) or purpose(s), is not for sale. The fee schedule is available upon request from the CSASP.
4) Any transaction shall be subject to the nondiscrimination regulations governing the donation of federal surplus personal property issued under Title VI of the Civil Rights Act of 1964 (41 USC 2000d-2000d-4a), as amended, section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, section 303 of the Age Discrimination Act of 1975, and the Civil Rights Restoration Act of 1987.
5) If the Donee is designated by the Federal Small Business Administration 8(a) Program as a socially and economically disadvantaged small business and the SBA and CSASP have both determined the Donee is eligible to receive federal surplus property as a donation, the Donee certifies that the property acquired is needed and will be used solely for the conduct of the Donee's business enterprise: and the Donee certifies to A. (3), (4) and (5),

B) The Donee Agrees to the Following Federal Conditions:

1) All items of property, other than items with a unit acquisition cost of $5000 or more and passenger motor vehicles, regardless of acquisition cost, shall be placed in use for the purpose(s) for which it was acquired within one year or receipt, and shall be placed in continuous use for one year from the date the property was placed in use. In the event the Donee does not place the property in use, or continuous use, the Donee shall immediately notify the CSASP, and, at the Donee's expense, make the property available for transfer or other disposal as directed by the CSASP.
2) Special handling or use limitations as are imposed by Federal GSA on any item(s) under which the item(s) are being allocated to the Donee.
3) In the event the Donee does not use the property as required by *Sections C (1)* and *(2)* below, at the option of the GSA, title and right to the possession of such property shall revert to the United States of America and, upon demand, the Donee shall release such property to such person as GSA or its designee shall direct.

C) The Donee Agrees to the Following Conditions Applicable to Items with a Unit Acquisition Cost of $5,000 or More and Passenger Motor Vehicles, Regardless of Cost. Except Vessels 50 Feet or More in Length and Aircraft Regardless of Acquisition Cost:

1) The property shall be place in use within one year of receipt, and shall be used only for the purpose(s) for which it was acquired and for no other purpose(s).
2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which it is acquired for a period of 18 months from the date the property is placed in use, except for such item(s) of major equipment for which the CSASP designates a further period of restriction.
3) In the event the property is not so used as required by *Sections C (1)* and *(2)*, at the option of the CSASP, title and right to the possession of such property shall, at the option of the CSASP, revert to the State of California, and the Donee shall release such property to such person as the CSASP shall direct.

D) The Donee Agrees to the Following Terms, Reservations and Restrictions:

1) From the date it receives the property and throughout the time period(s) imposed by Sections B and C (as applicable) remain in effect, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State of California, without the prior approval of GSA or the CSASP. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when the GSA or the CSASP authorizes such action, shall be remitted promptly by the Donee to GSA or the CSASP, as applicable. If the Donee takes action in ignoring or disregarding the foregoing restrictions after the date the Donee received the property and before expiration of the time periods imposed by Sections C or D as applicable, at the option of the GSA or the CSASP, the Donee shall pay to the GSA or the CSASP any proceeds derived from the disposal, and/or the fair market or rental value of the property at the time of such unauthorized disposal as determined by the GSA or the CSASP as applicable.
2) If at any time, from the date the Donee receives the property throughout the time periods by Sections B and C as applicable, the Donee determines that some or all of the property is no longer suitable, usable, or further needed for the purpose(s) for which it was acquired, the Donee shall promptly notify the CSASP and shall, as directed by the CSASP, return the property to the CSASP, or release the property to another Donee or another state agency, or a department or agency of the United States, or sell or otherwise dispose of the property. The Donee shall remit the proceeds from the sale promptly to the CSASP.
3) The Donee shall make reports to the CSASP which shall state the use, condition, and location of the property, and shall report on other pertinent matters as may be required from time to time by the CSASP.
4) At the option of the CSASP, the Donee may abrogate the conditions set forth in Section B and the terms, reservations and restrictions pertaining in Section D by payment of an amount as determined by the CSASP.

E) The donee Agrees to the Following Conditions, Applicable to all Items of Property:

1) The property acquired by the Donee is on an "As Is," "where is" basis, without warranty of any kind.
2) If the Donee carries insurance against damages to or loss of property due because of fire or other hazards, and the damage to, loss or destruction to donated property with unexpired terms, conditions, reservations or restrictions, occurs, the CSASP will be entitled to reimbursement from the Donee out of the insurance proceeds, in an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated property.

F) Terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized Donee representative are applicable to the donation of Aircraft and Vessels of 50 Feet or more in length having an acquisition cost of $5,000 or more in length or more, regardless of the purpose for which acquired.

SIGNATURE: _____ **DATE:** _____

STATE OF CALIFORNIA
NEW APPLICATION FOR ELIGIBILITY
STATE & FEDERAL SURPLUS PROPERTY PROGRAM

Pursuant to Federal Regulation 28 C.F.R. §§ 42.401 - 42.415, a recipient is mandated to report to the Federal Government the racial and national origins of all persons within your service area. You are therefore asked to supply the Office of Fleet and Asset Management with the race and national orgins of individuals you serve in your service area (it may be helpful to refer to the US Census to determine the racial makeup of your service area at www.factfinder.census.gov/). This form must be completed and returned with the rest of the eligibility packet in order to qualify for the Federal Surplus Property Program. Your answers on this form in no way affect your eligibility; however, not returning the form will delay the processing of your application.

American Indian or Alaskan Native %_____	Persons having origins in any of the tribal people of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian / Pacific Islander %_____	Persons having origins in any of the original peoples of the far east, Southeast Asia, Pacific Islands, or the Indian Subcontinent. This includes China, Japan, Korea, The Philippines, and Samoa.
Black %_____	Persons having origins in any of the black racial groups of Africa.
Hispanic %_____	Persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
White %_____	Person having origins in any of the original people of Europe, North Africa, or the Middle East.
Other %_____	(Specify) _____

Print Name _____ Title _____

Signature _____ Date _____

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
OFFICE OF FLEET AND ASSET MANAGEMENT
SASP 203 (Rev 3/15)

ASSURANCE OF COMPLIANCE WITH GSA REGULATIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 606 OF TITLE VI OF THE FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949, AS AMENDED, SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED AND SECTION 303 OF THE AGE DISCRIMINATION ACT OF 1975

_____, (hereinafter called the "donee"),
(Name of donee organization)

HEREBY AGREES THAT the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and **HEREBY GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

Date _____ _____
Donee Organization

BY _____
(President/Chairman of the Board
or comparable authorized official)

_____

_____

_____
Donee Mailing Address

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the General Services Administration regulations implementing Executive Order 12549-41 CFR 105-68 – for all lower tier transactions meeting the requirements stated at 41 CFR 105-68.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," suspended," ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rule implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction my rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under CFR part 9, subpart 9.4, debarred, suspended, in eligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF DONEE APPLICANT

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE DATE

Application Checklist

Government and Special Districts

State Agency
County
City
Public School / District (College's, Universities)
Special District (Water Districts, Cemetery's, Utilities)

Name of Organization: _____

Contact Name: _____

Contact Name: Phone Number/Email Address:

(___) ___ - ____ _____

Form 201 – Application	Yes ☐ No ☐
Form 202 – Resolution with Board Minutes (When Applicable)	Yes ☐ No ☐
Form 203 – Non-Discrimination Certification	Yes ☐ No ☐
Form 204 – Racial Demographic and National Origins of all Persons within your service Area **(https://factfinder.census.gov)**	Yes ☐ No ☐
Debarment Form	Yes ☐ No ☐
Sign and Date Terms and Conditions	Yes ☐ No ☐
Proof of State/Public Agency Status (Listing in State Directory etc.)	Yes ☐ No ☐
Current CBEDS or WASC (if applicable) **(https://dq.cde.ca.gov/dataquest/)**	Yes ☐ No ☐
Return Completed Original Application to: Federal Surplus Property Program 1700 National Drive Sacramento, CA 95834 **(Please maintain a copy for your records)**	Yes ☐ No ☐

- Eligibility is limited to the period covered by the certification. Certifications are generally issued on an annual basis; therefore, the provider must update annually or as required by the approval on their certification.

Notes: _____

_____

_____

Reviewed by:		Date:
Approved:	Yes ☐ No ☐ New ☐ Renewal ☐	Expires:
Donee Number:		Billing Code:

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: March 12, 2019

SUBJECT: Amendment 2 to the Memorandum of Understanding between the County of Riverside and the City of Blythe
PRESENTED BY: Armando Baldizzone, Public Works Director
PREPARED BY: Armando Baldizzone, Public Works Director

RECOMMENDATION: Authorize Interim City Manager or her designee to execute Amendment No. 2 to the Memorandum of Understanding between the Riverside County Transportation Commission and the City of Blythe for trading State Transportation Improvement Program Intra-County Palo Verde Formula Funds.

FISCAL IMPACT: Six hundred eight thousands twenty four dollars with zero cents ($608,024) – Measure A

BACKGROUND: Riverside County Transportation Commission (RCTC) and the City of Blythe have entered into a Memorandum of Understanding (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 Highways funds. Although STIP funds were not available in the 2008 and 2010 cycles, the 2012 and 2014 STIP cycles did result in available STIP capacity; however, the amendments to include new trade funding were not executed, as the City had remaining funds from previous 2004 and 2006 cycles. The City submitted an invoice to the Commission for reimbursable STIP projects identified in the City's Measure A Local Street and Roads Five Year Capital Improvement Plan.

RCTC and the City entered into Amendment No 1 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 County Highways funds.

STAFF REPORT: The City used STIP funds for the Street Rehabilitation Project of Broadway from Juniper to 10th Avenue in 2017. The process to use these funds requires an extensive amount of time from staff. It is recommended to amend the MOU with RCTC for the purpose of trading a total of $608,024 of 2018 STIP Intra-County Palo Verde Valley Formula funds that were allocated to Palo Verde Valley for Measure A Western County Highway funds to facilitate the delivery of local arterial projects in the Palo Verde Valley.

The amendment is attached to this report; only section 3.1 of the MOU will be amended to include the trade of $608,024 of 2018 STIP funds, and except as amended by this Amendment No 2, the MOU shall remain in full force and effect.

ATTACHMENTS:

1. Amendment No 2 to the MOU between RCTC and City of Blythe for Trading STIP Intra-County Palo Verde Valley Formula Funds.

AMENDMENT NO. 2 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. 2 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 _____, 201_, 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 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 have entered into Amendment No. 1 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.

2.5 The parties now desire to amend the MOU for the purpose of trading a total of $608,024 of 2018 STIP Intra-county Palo Verde Valley Formula funds that were allocated to Palo Verde Valley for Measure A Western County Highway funds to facilitate delivery of local arterial projects in the Palo Verde Valley.

3. TERMS

3.1 This Amendment No. 2 is to trade a total of $608,024 of 2018 STIP Intra-county Formula funds that were allocated to Palo Verde Valley for Measure A Western County Highway funds to provide funding to facilitate the delivery of local arterial projects in the Palo Verde Valley.

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

The agreement is to trade a total of $4,006,090 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; $1,106,410 of STIP Intra-county Formula funds that were allocated to Palo Verde Valley in 2012 and 2014; and $608,024 of 2018 STIP Intra-county Formula funds that were allocated to Palo Verde Valley) for Measure A Western County Highway funds.

3.3 Except as amended by this Amendment No. 2, all provisions of the MOU shall remain in full force and effect and shall govern the actions of the parties under this Amendment.

3.4 This Amendment No. 2 shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5 This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

SIGNATURE PAGE
TO
AGREEMENT NO. 07-71-028-02

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date first herein above written.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Anne Mayer, Executive Director

CITY OF BLYTHE

By: _____
Signature

_____
Name

_____
Title

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
Counsel to the Riverside County Transportation Commission

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

17336.00001\31688189.1

PUBLIC HEARING

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: March 12, 2019

SUBJECT: Notice of Exemption- Casablanca Farms Project

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: Subsequent to the Public Hearing it is recommended Council adopt a Notice of Exemption for the Casablanca Farms project located at 3450 W. Hobsonway in Blythe and direct staff to file the Notice of Exemption with the County Clerk.

FISCAL IMPACT: None.

BACKGROUND: The Casablanca Farms project includes multiple greenhouse cultivation units totaling approximately 34,560 square-feet and four modular units with a footprint of 960 square-feet each for use as an administrative office/break room and ancillary facilities. Also included in the project is a parking lot, storm water detention basin and a new water supply well and septic system. The proposed project is located on a 2.94 acre property located at 3450 W. Hobsonway with Neighbors Blvd. to the east, Interstate 10 to the South and Hobsonway to the North. The City's General Plan land use and zoning designation on the project site is C-G – General Commercial which allows for the operation of cannabis related businesses.

STAFF REPORT: Based upon review of the CEQA Guidelines, the City has determined that the proposed project qualifies for an Urban Infill Exemption from CEQA as it meets each of the five criteria set forth in the CEQA Guidelines, section 15332:

(a) The proposed use is consistent with the City's General Plan and zoning.

(b) The Site is within City limits, less than five acres, and in the vicinity of other existing and planned urban uses.

(c) The Site is historically farmed land and has no value as habitat for special status species.

(d) The proposed Project will have no significant effects relating to traffic, noise, air quality and water quality.

(e) The Site can be adequately served by all required utilities and public services.

The Urban Infill Exemption is on file in the City's Planning Department, and a Notice of Exemption will be filed with the County Clerk following City Council approval of the proposed Project.

ATTACHMENTS:

1. Notice of Exemption
2. Casablanca Farms Site Plan and Vicinity Map

NOTICE OF EXEMPTION

TO:	FROM:
Riverside County Clerk 2724 Gateway Drive Riverside, CA 92507 (951) 486-7000	City of Blythe 235 N. Broadway Blythe, CA 92225 Attn: Mallory Crecelius Interim City Manager and City Clerk (760) 922-6161

Project Title: Casablanca Farms Project

Project Location: 3450 West Hobsonway, Blythe, CA 92225
APNs 824-170-054-7 and 824-170-056-9 Section 35, Township 6 South, Range 22 East, San Bernardino Baseline and Meridian

Description of Nature, Purpose and Beneficiaries of Project:
Low Desert Management Properties has proposed to develop the Casablanca Farms Project in the City of Blythe, to include multiple greenhouse cultivation units totaling approximately 34,560 square-feet, and four modular units with a footprint of 960 square-feet each for use as an administrative office/breakroom, and ancillary activities. One parking area with a total of seven regular parking (7) spaces and one (1) handicap parking space will be built at the south end of the Project site, with an additional area for a stormwater detention basin at the north end. Beneficiaries include the applicant and the City of Blythe.

Name of Public Agency Approving Project: City of Blythe
Approved by City Council March 12, 2019

Name of Person or Agency Carrying Out Project: City of Blythe

Exempt Status:
Categorical Exemption: In-fill Development Project (CEQA Guidelines §15332)

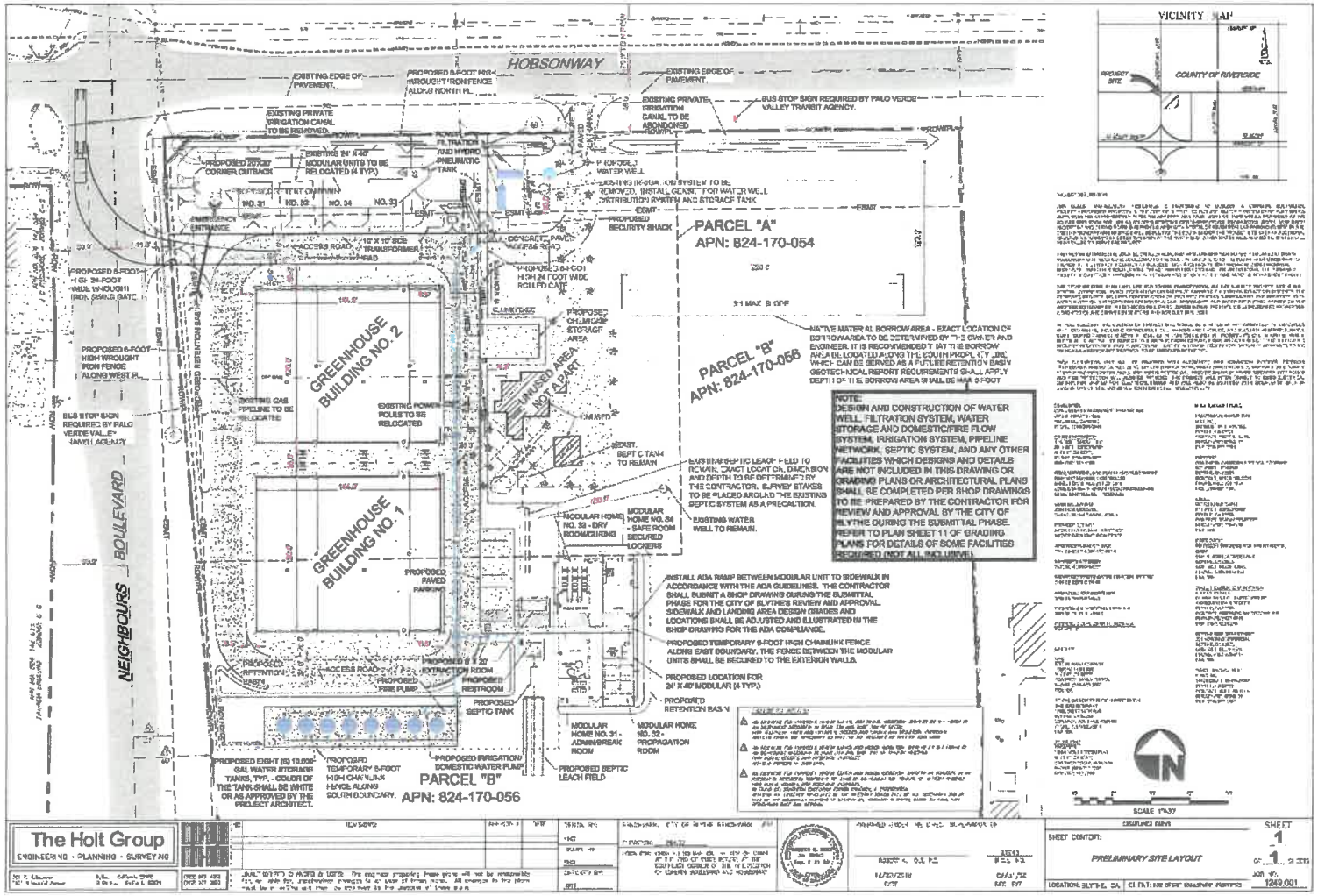
Reasons why project is exempt:

Lead Agency Contact Person: Mallory Crecelius
Interim City Manager / City Clerk
(760) 922-6161

Lead Agency Signature: _____ **Date:** March 13, 2019

Date received for filing at County Clerk: _____

Figure 1: Casablanca Farms Project Site Plan and Vicinity Map



NEW BUSINESS

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: March 12, 2019

SUBJECT: AVA Towing Service Agreement

PRESENTED BY: CSO Kelly Thomas, Blythe Police Department

PREPARED BY: CSO Kelly Thomas, Blythe Police Department

RECOMMENDATION: Award the AVA Towing Services Agreement to Parker Towing and Storage and authorize the City Manager to execute any and all necessary forms and agreements.

FISCAL IMPACT: None. Towing fees are paid by the AVA Program.

BACKGROUND: The Riverside County Abandoned Vehicle Service Authority oversees all Abandoned Vehicle Abatement (AVA) agencies in Riverside County. Participating jurisdictions must comply with specific requirements for disposal of vehicles fitting AVA criteria. One requirement needed is a towing agreement with a towing agency outlining the proper disposal of AVA vehicles. Since December 2016 Statewide Towing and Recovery Inc. has provided AVA Towing services for the City of Blythe. On February 12, 2019, Council authorized staff to issue a request for Proposal (RFP) for AVA Towing services.

STAFF REPORT: On February 20, 2019 the City of Blythe solicited a Request for Proposal (RFP) to all towing agencies servicing the Blythe area for contract services specific to the City of Blythe Abandoned Vehicle Abatement Program (AVA). Staff received four sealed proposals from Blythe Freeway Towing, Statewide Towing and Recovery, H&H Ramsey and Parker Towing. The results of the proposals are detailed in the attached Bid Sheet. As Parker Towing and Storage submitted the lowest bid for all requested services, it is recommended Council authorize the City Manager to enter into an agreement with Parker Towing for AVA Towing Services as submitted.

ATTACHMENTS:

1. Bid Sheet
2. Response to request-Parker Towing and Storage.

City of Blythe
Request for Vehicle Abatement Services
Proposals due by Tuesday, March 5, 2019 @ 2:00pm

Company:	Proposal:
Blythe freeway towing	Category1: $400-
	Category 2: $600-
	Category 3: no bid
Statewide towing + recovery	Category1: $690-
	Category 2: $1,035-
	Category 3: $3,220-
H3 H Ramsey Towing	Category1: $200-
	Category 2: $300-
	Category 3: $700-
* Parker Towing & Storage + low bidder	Category1: $195-
	Category 2: $215-
	Category 3: $265-

REQUEST FOR PROPOSAL

VEHICLE ABATEMENT SERVICES

CITY OF BLYTHE
ABANDONED VEHICLE ABATEMENT PROGRAM

1.0 PURPOSE/BACKGROUND

The purpose of this Proposal (RFP) is to seek qualified Bidder(s) for vehicle abatement towing services to handle all abatement towing in the Blythe Police Department's jurisdiction. The minimum equipment the Bidder must own in order to respond to this RFP is: two(2) tow trucks, and one(1) flat bed truck

The City of Blythe Police Department removes abandoned, junked, wrecked, dismantled or inoperative vehicles and parts from private or public property within the city of Blythe jurisdiction, in accordance with the State of California Vehicle Code, Section 22660, Department of Motor Vehicle Reg. 18.050 and City of Blythe Ordinance Number 412, BMC 10.12.090. Each year the City of Blythe abates vehicles that meet the abandoned vehicle abatement criteria. The majority of vehicles abated will have little or NO monetary value of themselves.

2.0 SCOPE OF SERVCE

2.1 As previously stated, this proposal will encompass the total jurisdiction of the City of Blythe Police Department.

2.2 Pricing

The Bidder(s) shall submit proposal for the abatement of vehicle types:

1. Motorcycles, golf carts, other small vehicles, passenger vehicles, Trucks one(1) ton and under.
2. Medium Duty Vehicles under two(2) ton
3. All other vehicles/trucks two(2) ton and above, including; Motorhomes, commercial trucks, buses

2.3 Requirements

After the completion of all due process requirements, as delineated in California Vehicle Code, Section 22661 and City of Blythe Ordinance Number 412, BMC 10.12.090, Code Enforcement shall issue an "Order of Vehicle Removal" (Form No. 284-151, hereinafter referred to as "Removal Order") for each separate vehicle or parts thereof to be abated. Vehicles may be abated only after submittal of a Removal Order to the Bidder.

2.4 Permits and Forms

a. The filing of any required forms, i.e., Removal Order Form 284-151, with the appropriate department(s) for vehicles abated shall be the sole and separate responsibility of the Bidder.
b. Any Federal, State or County required license(s), permit(s), or approval(s) shall also be the sole and separate responsibility of the Bidder.

2.5 Disposing Of Vehicles

a. All vehicles or parts thereof shall be removed by the Bidder from the property described on the Removal order and shall be transported to a qualified/legal, authorized metal recycling facility or vehicle dismantling yard. All vehicle(s) must be dismantled or scrapped and cannot be made operable, nor may any parts with individual (VIN) or, serial numbers being resold or used. Placement of the abated vehicles or parts in any other location is a violation of the California Vehicle Code, City of Blythe Ordinance Number BMC 10.12.090 and may be grounds for immediate termination of award.

2.6 Equipment

a. Bidder shall equip and maintain each tow truck covered under this agreement in accordance with the provisions set forth in:
   - The California Vehicle Code
   - Title 13 of the California Code of Regulations
   - Per California Highway Patrol specifications

b. Bidder is required to maintain a sufficient number of tow trucks to conduct business and meet response times.

2.7 Drivers

a. Bidder shall ensure that all tow truck drivers participating in the Abatement Program are qualified and competent employees of the company.

b. Bidder shall ensure that all the tow truck drivers assigned are proficient in the use of the tow truck and related equipment.

c. Tow truck diver shall be a minimum 18 years of age and required to possess a valid California Driver's License and class of license per the California Vehicle Code.

d. Bidder shall maintain a current list of drivers.

3.0 TIMELINE DATES:

1. Release of Request for Proposal	02/20/19
2. Deadline for Submission of Questions. Email:kthomas@cityofblythe.ca.gov	02/28/19
3. Deadline for Proposals	03/05/19
4. Tentative Date for Awarding RFP	03/12/19

4.0 PERIOD OF PERFORMANCE

The period of performance shall be for Five(5) years, renewable in one year increments, with the completion date of June 30, 2024 with no obligation by the City of Blythe to purchase any specified amount of services.

5.0 PROPOSAL OF PERFORMANCE

The submitted proposal shall be prepared in a notebook(s). All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "Vehicle Abatement Services" and be received at the City of Blythe City Hall, Office of the City Clerk, 235 N. Broadway, Blythe, CA 92225. Proposals will be received until **TUESDAY, MARCH 5, 2019 AT 2:00PM**, prevailing local time. At such time Proposals will be publicly opened and read aloud in the Multi-Purpose Room at said address.

Proposals documents are available at City Hall, Office of the City Clerk, 235 N. Broadway, Blythe, CA 92225 or on the City's website at: www.cityofblythe.ca.gov.

EXIBIT A

COST PROPOSAL SHEET

Rates for Towing

Standard Tows

Category 1- Motorcycles, golf carts, other small vehicles, passenger Vehicles, Trucks one (1) ton and under $ 195.00 per HR

Category 2- Medium Duty Vehicles under two (2) ton. $ 215.00 per HR

Category 3_ All other vehicles/trucks two(2) ton and above, including; Motor homes, commercial trucks and buses $ 265.00 per HR

All prices quoted above include all fuel and labor costs and are a flat rate. No additional rates are allowed.

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: March 12th, 2019

SUBJECT: Phlebotomist/Evidence Collection Services

PRESENTED BY: Jeffrey Wade, Chief of Police

PREPARED BY: Jeffrey Wade, Chief of Police

RECOMMENDATION: Authorize staff to execute a Professional Service Agreement with MJ3, Inc. for on-call Blood Draw/Evidence Collection Services.

FISCAL IMPACT: $425.00 per month for 24 hour on-call/standby pay.
$100.00 per call-out (non-holiday).
$140.00 per call-out on actual City recognized holiday

BACKGROUND: The Blythe Police Department has been using Gale Nelson Phlebotomy for 24 hour/7 day a week phlebotomy services for at least the last 20 years. Phlebotomy services, commonly called "blood draw" services, are a round the clock necessity due to the nature of law enforcement, and the need to collect blood from a person involved in various crimes, most commonly DUI's, day or night. In July of 2018 the Blythe Police Department was notified by Gale Nelson Phlebotomy, that she was retiring and closing her phlebotomy business.

STAFF REPORT: Staff began researching options to provide the much needed phlebotomy services and found no other licensed phlebotomists in Blythe or nearby. Options looked at were Palo Verde Hospital Emergency room and both A.M.R. and Desert Critical Care Transport Medics. P.V. Hospital was cost prohibitive and unable to respond to the field. Protocol, cost and availability issues negated using Medics from the local companies. Mrs. Nelson was flexible with her retirement date and assisted in recruiting Jennifer Lambert, a local Blythe resident already working in the medical field. Lambert formed MJ3, Inc, a phlebotomy service company, and on 12-02-2018 completed the necessary requirements and became a Certified Phlebotomy Technician. Since that time Lambert has been responding, along with Gale Nelson, to various call-outs for phlebotomy services, and has performed well.

ATTACHMENTS:
1. National Healthcareer Association Certificate #X6E7J7E4
2. Certificate of Insurance
3. American Heart Assoc. Basic Life support Certificate

National Healthcareer Association®

nha™

Jennifer Lambert

has successfully completed the requirements set forth by NHA, Inc as a Certified Phlebotomy Technician

Douglas Viehland, CAE
Executive Director-Certifications

Certification #X6E7J7E4

Eff. Date 12/02/2018
Exp. Date 12/02/2020

Please Note: All certifications are required to maintain CE Credits.
This certificate should only be used in conjunction with a validated NHA ID Card when used as proof of Certification.

BASIC LIFE SUPPORT

BLS Provider

American Heart Association®

Jennifer Lambert

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (CPR and AED) Program.

Issue Date
1/31/2019

Training Center Name
AMR Ambulance

Training Center ID
CA02941

Training Center Address
879 Marlborough Ave
Riverside CA 92507-2133 USA

Training Center Phone Number
(951) 782-5260

Recommended Renewal Date
01/2021

Instructor Name
Michael Wallace

Instructor ID
02170534766

eCard Code
195509899792

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

© 2016 American Heart Association. All rights reserved. 15-3001 3/16

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance

OCCURRENCE POLICY FORM

HPSO

Print Date: 12/07/2018

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0675176073	from 12/07/18 to 12/07/19 at 12:01 AM Standard Time

Named Insured and Address:
Jennifer E Lambert
[redacted]
Blythe, CA 92225-1202

Program Administered by:
Healthcare Providers Service Organization
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034
1-800-982-9491
www.hpso.com

Medical Specialty: Phlebotomist

Code: 80719

Insurance is provided by:
American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Professional Liability $1,000,000 each claim $ 3,000,000 aggregate

Your professional liability limits shown above include the following:
* Good Samaritan Liability * Malplacement Liability * Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to $ 25,000 aggregate sublimit

Coverage Extensions

License Protection	$ 25,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit	$ 1,000	per day limit	$ 25,000	aggregate
Deposition Representation	$ 10,000	per deposition	$ 10,000	aggregate
Assault	$ 25,000	per incident	$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	$ 25,000	per person	$ 100,000	aggregate
First Aid	$ 10,000	per incident	$ 10,000	aggregate
Damage to Property of Others	$ 10,000	per incident	$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	$ 25,000	per incident	$ 25,000	aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above
Fire & Water Legal Liability	Included in the PL limit shown above subject to $150,000 aggregate sublimit
Personal Liability	$1,000,000 aggregate

Total: $ 85.00

Base Premium $85.00

Premium reflects Employed , Full Time

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D	G-121503-C	G-121501-C1	G-145184-A	G-147292-A	GSL15563	GSL15564
GSL15565	GSL17101	GSL13424	CNA80051	CNA80052	G-123846-D04	CNA81753
CNA81758	CNA82011					

Chairman of the Board

Secretary

Keep this document in a safe place.It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full.In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: March 12, 2019

SUBJECT: MILLER PARK PLAYGROUND IMPROVEMENT PROJECT
CDBG Project No. 4.BL.41-17 / 4.BL.44-18
PRESENTED BY: Armando Baldizzone, Public Works Director
PREPARED BY: Armando Baldizzone, Public Works Director

RECOMMENDATION: For the construction of Miller Park Playground Improvement Project staff recommends City Council award the project to Ortco Inc, contingent on all bonds and proper contract documents being fully executed to the satisfaction of Riverside County Economic Development Agency, the City Attorney, and Interim City Manager or her designee; and

1- Authorize the Interim City Manager to execute the agreement with Ortco Inc, in the amount not to exceed $176,765
2- Authorizes the Interim City Manager to request an advance FY19/20 CDBG funds in the amount of $35,000

FISCAL IMPACT: One hundred seventy six thousands seven hundred sixty five with zero cents CDBG Funds.

BACKGROUND: The City of Blythe, as a member of the Riverside County Urban County designation, receives a Community Development Block Grant (CDBG) allocation each year which are distributed and monitored by the Riverside County Economic Development Agency (EDA). Projects selected for funding must meet criteria established by HUD. In the last years, Council allocated 15% of CDBG funding every year for public projects (Harmony Kitchen and Food Pantry) leaving the remaining of these funds for Parks Improvements.

STAFF REPORT: Staff prepared bid documents for Miller Park Playground Improvement Project, and published them on January 23rd and 30th of 2019. A Pre-Bid Mandatory Meeting was held at City Hall on February 7, 2019. Bids were opened on February 26, 2019 with the following results:

Bidders Name	Location	Bid Amount
Gotham Poured Rubber Corporation	San Diego, CA	$ 119,828.00
RE Schultz Construction, Inc.	Orange, CA	$ 167,375.00
Ortco Inc.	Orange, CA	$ 176,765.00

The City determined that Gotham Poured Rubber Corporation and RE Schultz Construction Inc, were not responsive bidders due to failure of submitting all appropriate documentation required by the bid package which included Federal and local requirements. Therefore, the only responsive bidder is Ortco Inc, in the amount of $176,765.00.

The City of Blythe accumulated a total of $143,394 CDBG funds from FY17/18 and FY18/19.

After communicating with Riverside County EDA, the City has the possibility to advance CDBG FY19/20 funds to complete the project.

Considering that the City has problems spending the CDBG funds on a yearly basis due to discrepancy between the small annual allocation and the cost of the projects, staff recommends incurring the advancement of funds to complete this project.

Staff will continue working with Riverside County EDA to obtain all post award documents for Federal project funding. At such time, staff will work with the awarded company in order to find out alternatives of playground equipment or surface, and if possible, to meet the budget without incurring in any advancement of CDBG funds.

ATTACHMENTS:

1. Bid Opening Sheet
2. Notice to Award

CITY OF BLYTHE

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

NOTICE OF AWARD

TO: **ORTCO INC.**
LYNN ORTLIEB. - PRESIDENT
2163 N. GLASSELL STREET
ORANGE, CA

PROJECT DESCRIPTION:

CITY OF BLYTHE
MILLER PARK
PLAYGROUND IMPROVEMENTS PROJECT
CDBG Project No. 4.BL.41-17 / 4.BL.44-18

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 **February 26, 2019**.

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 **$ 176,765.00**.

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 12th day of March, 2019.

CITY OF BLYTHE - OWNER

_____

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

City of Blythe
Request for Bids:
Miller Park Playground CDBG Project no. 4.BL.41-17/4.BL.44-18
Tuesday, February 26, 2019
2:00pm

Company:	Bid amount:
Gotham poured rubber	$119,828.00 *
Ortco, Inc.	$176,765.00
R.E. Schultz Construction	$167,375.00
* Gotham - low bidder	

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: March 12, 2019

SUBJECT: Commercial Cannabis Ordinance Amendments

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: It is recommended Council conduct the first reading by title only, waiving further reading of Ordinance No. 895-19 adopting changes to the Commercial Cannabis Ordinance related to signage and hours of operation. It is further recommended Council provide direction to staff on amending the Cannabis Ordinance related to delivery services.

FISCAL IMPACT: None.

BACKGROUND: In late 2018 the State was working to finalize their commercial cannabis regulations. The Revised State Cannabis Regulations went into effect on January 16, 2019. Under these regulations local governments no longer have the authority to ban cannabis deliveries within their borders. The wording of the updated regulation is silent on local regulation and states "a delivery employee may deliver to any jurisdiction within the State provided such delivery is conducted in compliance with all delivery provisions of this division". The silence on local regulation creates ambiguity and until that role is clarified by the State or through litigation, local regulations are limited to public safety considerations, which include a local delivery permit with a nominal permit fee.

In late January 2019 staff received a request from El Rancho Verde, LLC to amend a section of the Commercial Cannabis Ordinance related to signage and hours of operation.

STAFF REPORT: The El Rancho Verde, LLC Dispensary located at 836 E. Hobsonway requests the following changes be made to the Commercial Cannabis Ordinance. The requested changes are reflected in the attached Ordinance:

1. The Ordinance does not allow for cannabis businesses to have an illuminated sign or to use logos on signage. The proposed amendment would allow for illuminated signs to be placed at Cannabis businesses and for use of a company logo on the sign for advertising purposes. The logo would be prohibited from including identification of the products offered.

2. The Ordinance prohibits banners to be used at cannabis business. El Rancho would like to place a "coming soon" banner at their location which is not allowed per the Ordinance. The proposed amendment includes language that would allow a temporary banner (in place for less than 60 days). This would give cannabis businesses the opportunity to advertise their business until a permanent sign could be installed.

3. The Ordinance allows dispensaries to operate between the hours of 8am and 7pm daily. The proposed amendment includes hours of operation from 6am to 10pm daily. State regulations allow for sales to take place between the hours of 6am and 10pm.

4. The Ordinance does not allow signage that blocks doors or windows. As a number of items need to be posted at a dispensary such as hours of operation and age to enter, El Rancho Verde, LLC would like the ability to place these signs on a window. This request pertains to required noticing, not necessarily a "sign" and therefore such notices could be placed on a door or window and be compliant with the Ordinance as written. At this time no amendments are needed to accommodate this request. Staff does not support a business sign being placed on a window or door.

Other requested amendments include the removal of the requirement for remote access to security. Currently cannabis businesses must supply the City's Police Chief with remote login to their security system. Staff does not support the removal of this language. Remote login would be used as the need arises.

Currently the Ordinance does not allow any products or graphics depicting cannabis to be visible from the exterior of the property. El Rancho Verde, LLC has requested this language be removed from the Ordinance. As it was Council's intent to keep this business out of sight and out of mind for our residents, staff cannot support the removal of this language. This business is located in a very public place with the potential for children to be walking the dispensary on their way to Albertsons.

When the Original Cannabis Ordinance was drafted in 2017 delivery was banned in the City of Blythe. At that time State regulation allowed the local authority to make that decision. It was thought a moving target was harder to police and protect than a brick and motor location. Due to safety concerns it was decided all cannabis sales must take place inside a dispensary.

Even after the City of Blythe and numerous other cities submitted letters requesting that the state not remove local control related to delivery, the State adopted regulations which allow delivery employees to deliver to any jurisdiction. Although our Ordinance does not allow delivery businesses, we are no longer able to enforce this provision of the Ordinance. Deliveries to Blythe from out of the area or from one of the two permitted dispensaries would be allowed even though the City does not have the ability to license or regulate the delivery business with the current Ordinance as written.

As the Council has a number of options, staff is looking for direction on how to proceed with amending the Ordinance. Options include:

1. Do nothing. As long as the ban on deliveries as currently written in the Ordinance is not enforced, an amendment would not be necessary. This would allow outside businesses to deliver to Blythe without any licensing or regulation from the City. Taxes would not be collected from these businesses. Several Cities are challenging the State on this language and we do not feel taking away local control is in the spirit of Prop 64. If the Cities are successful with their challenge, the language could be amended.

2. Amend the Ordinance to insert delivery language compliant with new state regulation. This would allow for the two permitted dispensaries in Blythe to deliver along with outside businesses. There would be no licensing fees or licenses issued by the City. The

City would be able to collect taxes on the local dispensaries only.

3. Add delivery permits under Non-Store Front retail. This would allow the City to license, regulate and tax any business and its employees delivering within the City. The City would then have access to and knowledge of all commercial cannabis businesses operating in the City. The Council could limit the number of non-storefront retail permits available. These permits would be issued in the same manner as all other Commercial Cannabis Business Permits. No deliveries would be made unless the operator had applied for and been awarded a permit from the City and all employees were issued employee permits.

Staff recommends adding two (2) Non-Storefront Dispensary Permits to the City's Commercial Cannabis Ordinance. This would allow the City the ability to license, regulate and tax delivery businesses operating in the City. This would also authorize the City to perform background checks on all delivery employees working in the City.

ATTACHMENTS:

1. Ordinance No. 895-19
2. State requirements on Non-Storefront Retailers and Delivery.

ORDINANCE NO. 895-19

AN ORDINANCE AMENDING CHAPTER 5.10 ("COMMERCIAL CANNABIS ACTIVITY") OF TITLE 5 ("BUSINESS LICENSES AND REGULATIONS") OF THE BLYTHE MUNICIPAL CODE REGARDING COMMERCIAL CANNABIS ACTIVITY IN THE CITY OF BLYTHE

WHEREAS, on June 13, 2017, the City adopted Ordinance No. 883-17 which added Chapter 5.10 of the Blythe Municipal Code regarding Commercial Cannabis Businesses and related zoning designations, and

WHEREAS, said Ordinance was amended on October 10, 2017 by Ordinance No. 885-17, amended on August 14, 2018 by Ordinance No. 890-18 and amended on September 11, 2018 by Ordinance No. 891-19, and

WHEREAS, the City desires to once again amend the Blythe Municipal Code to revise signage regulations and hours of operation for Commercial Cannabis businesses permitted to operate in the City of Blythe, and

WHEREAS, the City Council finds that the adoption of this ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines, 14 Cal. Code of Regulations, Chapter 3 because this ordinance makes very minor changes to the administrative regulations governing the City's regulations of commercial cannabis activity and it can be seen with certainty that there is no possibility that the minor changes in the ordinance will have a significant effect on the environment and pursuant to California Business and Professions Code 26055(h), CEQA does not apply because this ordinance requires discretionary review and approval of permits, licenses, and other authorizations to engage in commercial cannabis activity.

NOW THEREFORE, The City Council of the City of Blythe does ordain as follows:

SECTION 1. The foregoing recitals are true and correct and are incorporated into this Ordinance.

SECTION 2. Section 5.10.290 of the Blythe Municipal Code is hereby amended to read as follows:

Section 5.10.290. Miscellaneous Operating Requirements.

(a) Hours of Operation. Commercial cannabis businesses operating as dispensaries may be open for access to the public only between the hours of 6:00 A.M. and 10:00 P.M. Monday through Sunday.

Other commercial cannabis businesses may operate only during the hours specified in the commercial cannabis business permits issued by the City.

(b) Restriction on Consumption. Cannabis shall not be consumed into the human body on the premises of any commercial cannabis businesses.

(c) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a commercial cannabis business permit, or on any of the vehicles owned or used as part of the commercial cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.

(d) Reporting and Tracking of Product and of Gross Sales. Each commercial cannabis business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the commercial cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the City. The commercial cannabis business shall ensure that such information is compatible with the City's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the City Manager or his/her designee prior to being used by the permittee.

(e) All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.

(f) There shall not be any firearms on the permitted premises by an owner, manager, employee, volunteer or vendor other than those individuals authorized as a State Licensed Security Personnel and have been approved by the Chief of Police or his designee.

(f) There shall not be a physician located in or around any commercial cannabis business at any time for the purpose of evaluating patients for the issuance of a medical marijuana prescription or card where applicable.

(g) Prior to dispensing medical cannabis or medical cannabis products to any person, the commercial cannabis business shall obtain verification from the recommending physician that the person requesting medical cannabis or medical cannabis products is a qualified patient.

(h) Emergency Contact. Each commercial cannabis business shall provide the City Manager or his/her designee(s) with the name, telephone number (both land line and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day.

(i) Signage and Notices.

(1) In addition to the requirements otherwise set forth in this section, business identification signage for a commercial cannabis business shall conform to the requirements of the Blythe Municipal Code, including, but not limited to, seeking the issuance of a City sign permit.

(2) No signs placed on the premises of a commercial cannabis business shall obstruct any entrance or exit to the building or any window.

(3) Each entrance to a commercial cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises of any commercial cannabis businesses or elsewhere in the City of Blythe other than within private residences is prohibited.

(4) Business identification signage shall be limited to that needed for identification only, and shall not contain any information that identifies, advertises, or lists the services or the products offered. No commercial cannabis business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the commercial cannabis business or elsewhere including, but not limited to, the public right-of-way.

(5) Except for temporary banners, no banners, flags, billboards or other prohibited signs shall be used at any time.

(6) Holders of commercial cannabis business permits agree that, as an express and ongoing condition of permit issuance and subsequent renewal, the holder of the permit shall be prohibited from advertising any commercial cannabis business located in the City of Blythe utilizing a billboard (fixed or mobile), bus shelter, placard, aircraft, or other similar forms of advertising, anywhere in the state. This paragraph is not intended to place limitations on the ability of a commercial cannabis business to advertise in other legally authorized forms, including on the internet, in magazines, or in other similar ways.

(j) Minors.

(1) Persons under the age of twenty-one (21) years shall not be allowed on the premises of a non-medical commercial cannabis business, and persons under the age of eighteen (18) years shall not be allowed on the premises of a medical cannabis business. Those persons with a valid physician's recommendation to purchase medical cannabis who are between the ages of 18-21 years are allowed on non-medical commercial cannabis business premises if the business also has a valid medical cannabis license. Persons under the age of twenty-one (21) years It shall be unlawful and a violation

of this Title for any person to employ any person at a commercial cannabis business who is not at least twenty (21) years of age.

(2) The entrance to a non-medical commercial cannabis business shall be clearly and legibly posted with a notice that no person under the age of twenty (21) years of age is permitted to enter upon the premises of the commercial cannabis business. The entrance to a medical commercial cannabis business shall be clearly and legibly posted with a notice that no person under the age of eighteen (18) years of age is permitted to enter upon the premises of the commercial cannabis business. The entrance to a business that is both a medical and non-medical cannabis business shall be clearly and legibly posted with both signs that also indicate their applicability to medical and non-medical customers.

(k) Odor Control. Odor control devices and techniques shall be incorporated in all commercial cannabis businesses to ensure that odors from cannabis are not detectable off-site. Commercial cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the commercial cannabis business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial cannabis business. As such, commercial cannabis businesses must install and maintain the following equipment, or any other equipment which the City Manager or his/her designee(s) determine is a more effective method or technology:

(1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;

(2) An air system that creates negative air pressure between the commercial cannabis business's interior and exterior, so that the odors generated inside the commercial cannabis business are not detectable on the outside of the commercial cannabis business.

(l) Display of Permit and City Business License. The original copy of the commercial cannabis business permit issued by the City pursuant to this Title and the City issued business license shall be posted inside the commercial cannabis business in a location readily-visible to the public.

(m) Background Check. Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorizes city authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of

Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, supervisor, employee or volunteer, of the commercial cannabis business must submit fingerprints and other information deemed necessary by the Chief of Police or his/her designee(s) for a background check by the Blythe Police Department. Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing or certification based on specific criminal conduct on the part of the subject of the record.

No person shall be issued a permit to operate a commercial cannabis business or a related work permit unless they have first cleared the background check, as determined by the Chief of Police, as required by this section. A fee for the cost of the background investigation, which shall be the actual cost to the City of Blythe to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a commercial cannabis business permit is submitted.

(n) Loitering. The owner and/or operator of a commercial cannabis business shall prohibit loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises.

(o) Permits and other Approvals. Prior to the establishment of any commercial cannabis business or the operation of any such business, the person intending to establish a commercial cannabis business must first obtain all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such commercial cannabis business intends to establish and to operate.

(p) If a commercial cannabis business permittee is operating as a collective or cooperative under Health and Safety Code Section 11362.775, subdivision (a), members of the applicant authorized to possess cannabis shall sign an agreement with the commercial cannabis business which states that members shall not distribute cannabis or cannabis products to non-members or in violation of the "Memorandum for all United States Attorneys," issued by the United States Department of Justice, from James M. Cole, Deputy Attorney General and any other applicable state and federal laws, regulations, or guidelines.

(q) If the commercial cannabis business permittee is operating as a collective or cooperative under Health and Safety Code Section 11362.775, subdivision (a), the commercial cannabis business shall terminate the membership of any member violating any of the provisions of this Title.

(r) The City Manager or his/her designee may develop other commercial cannabis business operational requirements or regulations as are determined to be necessary to protect the public health, safety and welfare.

SECTION 3. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held invalid by a court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases, be declared invalid.

SECTION 4. Effective Date. This ordinance shall be in full force and effect commencing thirty (30) days after its final adoption and a summary hereof shall be published once within fifteen (15) days in the Palo Verde Times, a newspaper of general circulation printed and published in the County of Riverside and circulated in the City of Blythe and hereby designated for that purpose by the City Council.

PASSED, APPROVED, AND ADOPTED this _____Day of _____, 2019 by the following vote:

AYES:
NOES:
ABSENT:

_____
Dale Reynolds, Mayor

ATTEST:

_____
Mallory Crecelius, City Clerk

APPROVED AS TO FORM:

_____
Baron Bettenhausen, City Attorney

packaging.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070.1 and 26120, Business and Professions Code.

§ 5414. Non-Storefront Retailer.

(a) A non-storefront retailer licensee shall be authorized to conduct retail sales exclusively by delivery as defined in Business and Professions Code section 26001(p).

(b) A complete application for a non-storefront retailer license shall include all the information required in an application for a retailer license.

(c) A non-storefront retailer licensee shall comply with all the requirements applicable to retailer licensees, except for those provisions related to public access to the licensed premises and the retail area.

(d) The licensed premises of a non-storefront retailer licensee shall be closed to the public.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26012 and 26070, Business and Professions Code.

§ 5415. Delivery Employees.

(a) All deliveries of cannabis goods shall be performed by a delivery employee who is directly employed by a licensed retailer.

(b) Each delivery employee of a licensed retailer shall be at least 21 years of age.

(c) All deliveries of cannabis goods shall be made in person. A delivery of cannabis goods shall not be made through the use of an unmanned vehicle.

(d) The process of delivery begins when the delivery employee leaves the retailer's licensed premises with the cannabis goods for delivery. The process of delivering ends when the delivery employee returns to the retailer's licensed premises after delivering the cannabis goods, or attempting to deliver cannabis goods, to the customer(s). During the process of delivery, the licensed retailer's delivery employee may not engage in any activities except for cannabis goods delivery and necessary rest, fuel, or vehicle repair stops.

(e) A delivery employee of a licensed retailer shall, during deliveries, carry a copy of the retailer's current license, the employee's government-issued identification, and an identification badge provided by the employer pursuant to section 5043 of this division.

(f) Prior to providing cannabis goods to a delivery customer, a delivery employee shall confirm the identity and age of the delivery customer as required by section 5404 of this division and ensure that all cannabis goods sold comply with requirements of section 5413 of this division.

(g) A licensed retailer shall maintain an accurate list of the retailer's delivery employees and shall provide the list to the Bureau upon request.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070 and 26090, Business and Professions Code.

§ 5415.1. Deliveries Facilitated by Technology Platforms.

(a) A licensed retailer or licensed microbusiness shall not sell or otherwise transfer any cannabis goods to a customer through the use of an unlicensed third party, intermediary business, broker, or any other business or entity.

(b) Notwithstanding subsection (a) of this section, a licensed retailer or licensed microbusiness may contract with a service that provides a technology platform to facilitate the sale and delivery of cannabis goods, in accordance with all of the following:

(1) The licensed retailer or licensed microbusiness does not allow for delivery of cannabis goods by the technology platform service provider.

(2) The licensed retailer or licensed microbusiness does not share in the profits of the sale of cannabis goods with the technology platform service provider, or otherwise provide for a percentage or portion of the cannabis goods sales to the technology platform service provider.

(3) The licensed retailer or licensed microbusiness shall not advertise or market cannabis goods in conjunction with the technology platform service provider, outside of the technology platform, and shall ensure that the technology platform service provider does not use the licensed retailer's or licensed microbusiness's license number or legal business name on any advertisement or marketing that primarily promotes the services of the technology platform.

(4) The licensed retailer or licensed microbusiness shall ensure the following information is provided to customers:

(A) Any cannabis goods advertised or offered for sale on or through the technology platform shall disclose, at a minimum, the licensed retailer's or licensed microbusiness's legal business name and license number.

(B) Customers placing an order for cannabis goods through the technology platform shall be able to easily identify the licensed retailer or licensed microbusiness that each cannabis good is being ordered or purchased from. This information shall be available to the customer prior to the customer placing an order or purchasing the cannabis goods.

(5) All required sales invoices and receipts, including any receipts provided to the customer, shall disclose, at a minimum, the licensed retailer's or licensed microbusiness's legal business name and license number.

(6) All other delivery, marketing, and advertising requirements under this division are complied with.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26001, 26070, 26090, 26151 and 26152, Business and Professions Code.

§ 5416. Delivery to a Physical Address.

(a) A delivery employee may only deliver cannabis goods to a physical address in California.

(b) A delivery employee shall not leave the State of California while possessing cannabis goods.

(c) A delivery employee shall not deliver cannabis goods to an address located on publicly owned land or any address on land or in a building leased by a public agency. This prohibition applies to land held in trust by the United States for a tribe or an individual tribal member unless the delivery is authorized by and consistent with applicable tribal law.

(d) A delivery employee may deliver to any jurisdiction within the State of California provided that such delivery is conducted in compliance with all delivery provisions of this division.

(e) A delivery employee shall not deliver cannabis goods to a school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070 and 26090, Business and Professions Code.

§ 5417. Delivery Vehicle Requirements.

(a) A licensed retailer's delivery employee, carrying cannabis goods for delivery, shall only travel in an enclosed motor vehicle. Any vehicle used in the delivery of cannabis goods shall be operated by a delivery employee of the licensee. A vehicle used in the delivery of cannabis goods shall not have any marking or other indications on the exterior of the vehicle that may indicate that the delivery employee is carrying cannabis goods for delivery. Only the licensee or an employee of the retailer licensee for whom delivery is being performed shall be in the delivery vehicle.

(b) While carrying cannabis goods for delivery, a licensed retailer's delivery employee shall ensure the cannabis goods are not visible to the public. Cannabis goods shall be locked in a fully enclosed box, container, or cage that is secured on the inside of the vehicle. No portion of the enclosed box, container, or cage shall be comprised of any part of the body of the vehicle or trailer. For purposes of this section, the inside of the vehicle includes the trunk.

(c) A licensed retailer's delivery employee shall not leave cannabis goods in an unattended motor vehicle unless the motor vehicle is locked and equipped with an active vehicle alarm system. Any cannabis goods left in an unattended vehicle must be stored in a container as required in subsection (b) of this section.

(d) A vehicle used for the delivery of cannabis goods shall be outfitted with a dedicated Global Positioning System (GPS) device for identifying the geographic location of the delivery vehicle and recording a history of all locations traveled to by the delivery employee while engaged in delivery. A dedicated GPS device must be owned by the licensee and used for delivery only. The device shall be either permanently or temporarily affixed to the delivery vehicle and shall remain active and inside of the delivery vehicle at all times during delivery. At all times, the licensed retailer shall be able to identify the geographic location of all delivery vehicles that are making deliveries for the licensed retailer and document the history of all locations traveled to by a delivery employee while engaged in delivery. A licensed retailer shall provide this information to the Bureau upon request. The history of all locations traveled to by a delivery employee while engaging in delivery shall be maintained by the licensee for a minimum of 90 days.

(e) Upon request, a licensed retailer shall provide the Bureau with information regarding any motor vehicle used for the delivery of cannabis goods, including the vehicle's make, model, color, Vehicle Identification Number, license plate number and Department of Motor Vehicles registration information.

(f) Any motor vehicle used by a licensed retailer to deliver cannabis goods is subject to inspection by the Bureau. Vehicles used to deliver cannabis goods may be stopped and inspected by the Bureau at any licensed premises or during delivery.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070 and 26090, Business and Professions Code.

§ 5418. Cannabis Goods Carried During Delivery.

(a) A licensed retailer's delivery employee shall not carry cannabis goods in the delivery vehicle with a value in excess of $5,000 at any time. The value of cannabis goods carried in the delivery vehicle for which a delivery order was not received and processed by the licensed retailer prior to the delivery employee departing from the licensed premises may not exceed $3,000.

(b) For the purposes of this section, the value of cannabis goods shall be determined using the current retail price of all cannabis goods carried by, or within the delivery vehicle of, the licensed retailer's delivery employee.

(c) A delivery employee may only carry cannabis goods in the delivery vehicle and may only perform deliveries for one licensed retailer at a time. A delivery employee must depart and return to the same licensed premises before taking possession of any cannabis goods from another licensee to perform deliveries.

(d) A licensed retailer's delivery employee shall not leave the licensed premises with cannabis goods without at least one delivery order that has already been received and processed by the licensed retailer.

(e) Before leaving the licensed premises, the licensed retailer's delivery driver must have a delivery inventory ledger of all cannabis goods provided to the licensed retailer's delivery driver. For each cannabis good, the delivery inventory ledger shall include the type of good, the brand, the retail value, the track and trace identifier, and the weight, volume or other accurate measure of the cannabis good. All cannabis goods prepared for an order that was received and processed by the licensed retailer prior to the delivery driver's departure from the licensed premises must be clearly identified on the inventory ledger. After each customer delivery, the delivery inventory ledger must be updated to reflect the current inventory in possession of the licensed retailer's delivery driver. Delivery inventory ledgers may be maintained electronically.

(f) The licensed retailer's delivery driver shall maintain a log that includes all stops from the time the licensed retailer's delivery driver leaves the licensed premises to the time that the licensed retailer's delivery driver returns to the licensed premises, and the reason for each stop. The log shall be turned in to the licensed retailer when the licensed retailer's delivery driver returns to the licensed premises. The licensed retailer must maintain the log as a commercial cannabis activity record as required by this division. The log may be maintained electronically.

(g) Prior to arrival at any delivery location, the licensed retailer must have received a delivery request from the customer and provided the delivery request receipt to the licensed retailer's delivery driver electronically or in hard copy. The delivery request receipt provided to the licensed retailer's delivery driver shall contain all of the information required in section 5420 of this division, except for the date and time the delivery was made, and the signature of the customer.

(h) Immediately upon request by the Bureau or any law enforcement officer, the licensed

retailer's delivery driver shall provide:

(1) All delivery inventory ledgers from the time the licensed retailer's delivery driver left the licensed premises up to the time of the request;

(2) All delivery request receipts for cannabis goods carried by the driver, in the delivery vehicle, or any deliveries that have already been made to customers; and

(3) The log of all stops from the time the licensed retailer's delivery driver left the licensed premises up to the time of the request.

(i) If a licensed retailer's delivery driver does not have any delivery requests to be performed for a 30-minute period, the licensed retailer's delivery driver shall not make any additional deliveries and shall return to the licensed premises. Required meal breaks shall not count toward the 30-minute period.

(j) Upon returning to the licensed premises, all undelivered cannabis goods shall be returned to inventory and all necessary inventory and track-and-trace records shall be updated as appropriate that same day.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070, 26090 and 26160, Business and Professions Code.

§ 5419. Cannabis Consumption During Delivery.

A licensed retailer's delivery employees shall not consume cannabis goods while delivering cannabis goods to customers.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070 and 26090, Business and Professions Code.

§ 5420. Delivery Request Receipt.

A licensed retailer shall prepare a hard copy or electronic delivery request receipt for each delivery of cannabis goods.

(a) The delivery request receipt shall contain the following:

(1) The name and address of the licensed retailer;

(2) The first name and employee number of the licensed retailer's delivery employee who delivered the order;

(3) The first name and employee number of the licensed retailer's employee who prepared the order for delivery;

(4) The first name of the customer and a licensed retailer-assigned customer number for the person who requested the delivery;

(5) The date and time the delivery request was made;

(6) The delivery address;

(7) A detailed description of all cannabis goods requested for delivery. The description shall

include the weight, volume, or any other accurate measure of the amount of all cannabis goods requested;

(8) The total amount paid for the delivery, including any taxes or fees, the cost of the cannabis goods, and any other charges related to the delivery; and

(9) Upon delivery, the date and time the delivery was made, and the handwritten or electronic signature of the customer who received the delivery.

(b) At the time of the delivery, the delivery employee of the retailer shall provide the customer who placed the order with a hard or electronic copy of the delivery request receipt. The delivery employee shall retain a hard or electronic copy of the signed delivery request receipt for the licensed retailer's records.

(c) For the purposes of this section, an employee number is a distinct number assigned by a licensed retailer to an employee that would allow the licensed retailer to identify the employee in documents or records using the employee number rather than the employee's full name. A licensed retailer shall be able to identify the employee associated with each employee number upon request from the Bureau.

(d) For the purposes of this section, a customer number is a distinct number assigned by a licensed retailer to a customer that would allow the licensed retailer to identify the customer in documents or records using the customer number rather than the customer's full name. A licensed retailer shall be able to identify the customer associated with each customer number upon request from the Bureau.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070, 26090 and 26160, Business and Professions Code.

§ 5421. Delivery Route.

While making deliveries of cannabis goods, a licensed retailer's delivery employee shall only travel from the retailer's licensed premises to the delivery address; from one delivery address to another delivery address; or from a delivery address back to the retailer's licensed premises. A delivery employee of a licensed retailer shall not deviate from the delivery path described in this section, except for necessary rest, fuel, or vehicle repair stops, or because road conditions make continued use of the route unsafe, impossible, or impracticable.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070 and 26090, Business and Professions Code.

§ 5422. Receiving Shipments of Inventory.

(a) A licensed retailer shall receive a shipment of cannabis goods only from a licensed distributor or licensed microbusiness authorized to engage in distribution.

(b) A licensed retailer shall accept shipments of cannabis goods only between the hours of 6:00 a.m. Pacific Time and 10:00 p.m. Pacific Time.

(c) During business hours, shipments of cannabis goods shall not enter the licensed premises through an entrance or exit that is available for use by the public.

(d) A licensed retailer whose licensed premises only has one entryway may be exempt from the

requirements of subsection (c) of this section if the licensed retailer obtains authorization from the local jurisdiction explicitly authorizing this activity. The licensed retailer shall be required to provide this authorization to the Bureau upon request. For this section to apply, the licensed premises must physically have only one entryway and cannot have any other entryways.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26012 and 26070, Business and Professions Code.

§ 5423. Inventory Documentation.

A licensed retailer shall maintain an accurate record of its inventory. A licensed retailer shall provide the Bureau with the record of inventory immediately upon request. A licensed retailer shall keep a record of the following information for all cannabis goods the licensed retailer has in its inventory:

(a) A description of each item such that the cannabis goods can easily be identified;

(b) An accurate measurement of the quantity of the item;

(c) The date and time the cannabis goods were received by the licensed retailer;

(d) The sell-by or expiration date provided on the package of cannabis goods, if any;

(e) The name and license number of the licensed distributor or licensed microbusiness that transported the cannabis goods to the licensed retailer; and

(f) The price the licensed retailer paid for the cannabis goods, including taxes, delivery costs, and any other costs.

Authority: Section 26013, Business and Professions Code. Reference: Section 26160, Business and Professions Code.

§ 5424. Inventory Reconciliation.

(a) A licensed retailer shall be able to account for all of its inventory.

(b) In conducting an inventory reconciliation, a licensed retailer shall verify that the licensed retailer's physical inventory is consistent with the licensed retailer's records pertaining to inventory.

(c) The result of inventory reconciliation shall be retained in the licensed retailer's records and shall be made available to the Bureau upon request.

(d) If a licensed retailer identifies any evidence of theft, diversion, or loss, the licensed retailer shall notify the Bureau and law enforcement pursuant to section 5036 of this division.

(e) If a significant discrepancy as defined in section 5034 of this division is discovered between a licensed retailer's physical inventory and the licensed retailer's inventory records, the licensed retailer shall notify the Bureau and law enforcement pursuant to section 5036 of this division.

Authority: Section 26013, Business and Professions Code. Reference: Section 26160, Business and Professions Code.

§ 5426. Records.

REPORTS

PUBLIC COMMENT

ADJOURN