BLYTHE CITY COUNCIL

AGENDA

March 10, 2026

6:00 P.M.

Joseph DeConinck, Mayor
Johnny Z. Rodriguez, Vice Mayor
Joseph Halby, III, Council Member
Sam Burton, Council Member
Summer Spraggins, Council Member
Mallory Crecelius, Interim City Manager/City Clerk
Brittany Roberto, City Attorney

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

CITY OF BLYTHE
CITY COUNCIL MEETING
March 10, 2026
6:00pm

CALL TO ORDER

ROLL CALL

Mayor DeConinck
Vice Mayor Rodriguez
Council Member Halby
Council Member Burton
Council Member Spraggins

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

Police Chief Dale
Fire Chief Hasler
Public Works Director Elegores

PLEDGE OF ALLEGIANCE

INVOCATION

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

CONSENT CALENDAR- (Items 1-10)

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

1. **Posting of the Agenda.**
   The agenda was 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 and on the City's website on Friday, March 6, 2026.

2. **Approval of the Warrant Register.**
   Recommendation: Approve **3/10/26,** warrants numbered 11433 through 11458 and 80687 through 80742 in the amount of $588,920.22; **3/10/26,** Utility Billing Refund warrants numbered 80743 through 80754 in the amount of $1,203.88, and **3/10/26,** warrants numbered 11459 through 11465 and 80755 through 80790 in the amount of $802,182.69.

3. **Approval of the Payroll Register.**
   Recommendation: Approve **3/10/26,** warrants numbered 55621 through 55635 and Direct Deposits warrants numbered 64463 through 64543 in the amount of $337,760.42; **3/10/26,** warrants numbered 55636 through 55650 and Direct Deposit warrant numbered 64463 through 64543 in the amount of $337,760.42; **3/10/26,** warrant numbered 55651 and Direct Deposit warrant numbered 64624 in the amount of $6,072.033; 3/10/2026, warrants numbered 55652 through 55663, and Direct Deposits warrants numbered 64625 through 64718 in the amount of $101,078.06.

4. **Minutes of the February 10, 2026 City Council Meeting.**
   Recommendation: Approve the Minutes of the February 10, 2026 Meeting.

5. **City of Blythe Permits Issued in the Month of February 2026.**
   Recommendation: Receive and file the monthly report.

6. **City of Blythe Fire Department Monthly Activity Report for February 2026.**
   Recommendation: Receive and file the monthly report.

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

7. **City of Blythe Police Department Monthly Activity Report for February 2026.**
Recommendation: Receive and file the monthly report.

8. **Quality of Life Program Activity Report for February 2026.**
Recommendation: Receive and file the monthly report.

9. **Continued Participation in the Operation Stonegarden Grant Program.**
Recommendation: Authorize the Interim City Manager to execute the 2025 Operation Stonegarden Grant Program Agreement once reviewed and approved by the City Attorney and authorize staff to expend $132,140.74 in grant funding.

10. **Agreement with Joe A. Gonzalves & Son for State Legislative Advocacy Services.**
Recommendation: Authorize the Interim City Manager to execute Agreement No. 2026-025.

PUBLIC HEARING: (Item 11)

11. **Conditional Use Permit 2511-001 - LUXE America, LLC.**
Recommendation Subsequent to the Public Hearing, adopt the following Resolutions:

RESOLUTION NO. 2026-002. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF A NOTICE OF EXEMPTION FOR CONDITIONAL USE PERMIT 2511-001.

RESOLUTION NO. 2026-003. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE CONTAINING FINDINGS AND CONDITION IN SUPPORT OF APPROVAL OF CONDITIONAL USE PERMIT 2511-001 TO ALLOW THE USE OF A LIGHT MANUFACTURING FACILITY ON A PARCEL DESIGNATED AS C-G (GENERAL COMMERCIAL).

CONTINUED BUSINESS: (Item 12)

12. **Palo Verde Hospital Ad Hoc Committee Update.**
Recommendation: Receive and file a report from the Hospital Ad Hoc Committee.

NEW BUSINESS: (Items 13-15)

13. **Termination of Emergency Action Taken by Interim City Manager for the Emergency Repairs to the Sinkhole, Sewer Main and Manholes Near 900 N. Broadway and Acceptance of Work Performed.**
Recommendation: Terminate the emergency action declared by the Interim City Manager on January 8, 2026; accept the work performed by Robert Yates dba Cholla Construction; authorize the Mayor and City Clerk to execute and file the Notice of Completion for the project and authorize the Interim City Manager to release retention payments and project bonds once appropriate.

14. **State Prison Inmate Community Service Crews.**
Recommendation: Provide direction to staff.

15. **Preparation of an Ordinance Relating to Tobacco and Vapor Sales and Smoke Shops.**
Recommendation: Provide direction to staff on the preparation of an Ordinance related to Tobacco and Vapor Sales and Smoke Shops.

ORAL REPORT: (Staff members may make a brief announcement or report on department activities.)

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MEMBER COMMENT: (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. The City Council cannot take action on items not listed on the Agenda. Council Members will not enter discussion with speakers; but may refer the matter to staff for report and recommendation at a future meeting.

ADJOURNMENT: The next meeting will be held on Tuesday, April 14, 2026, 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 504/ADA Coordinator Mallory Crecelius at (760) 922-6161 EXT. 1237 or by email at msutterfield@cityofblythe.ca.gov. Notification 72 business hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.104 ADA Title II).

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CONSENT
CALENDAR

Bank code : ap-dir

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11433	2/10/2026	000115 FEDEX	9-140-80763	025349	GROUND SHIPPING	423.69
					Total :	**423.69**
11434	2/24/2026	004804 CITY OF BLYTHE	JAN 2026		AMOUNT BILLED TO CUSTOMERS	33,417.00
					Total :	**33,417.00**
11435	2/24/2026	005603 CR&R INCORPORATED	000165109	024002	DISPOSAL SERVICES 2/1-2/28/2026	385.05
					Total :	**385.05**
11436	2/24/2026	003378 EMPIRE SOUTHWEST, LLC	EMPS7260424	025169	REPAIR/MAINTENANCE SUPPLIES	416.96
			EMWK3985761	025236	REPAIR/MAINTENANCE SERVICES	-10.00
			EMWK4176772	025080	REPAIR/MAINTENANCE SERVICES	8,045.41
			EMWK4176773	025080	REPAIR/MAINTENANCE SERVICES	1,251.31
			EMWK4176774	025080	REPAIR/MAINTENANCE SERVICES	2,734.49
			EMWK4176775	025080	REPAIR/MAINTENANCE SERVICES	2,140.14
			EMWK4200488	025236	REPAIR/MAINTENANCE SERVICES	937.19
			EMWK4201121	025236	REPAIR/MAINTENANCE SERVICES	2,446.59
					Total :	**17,962.09**
11437	2/24/2026	005213 FRONTIER	7609219791	025370	COMMUNICATIONS 2/7-3/6/2026	120.76
					Total :	**120.76**
11438	2/24/2026	005213 FRONTIER	7609223545	025410	COMMUNICATIONS 2/13-3/12/2026	155.51
					Total :	**155.51**
11439	2/24/2026	005213 FRONTIER	7609229375	025411	COMMUNICATIONS 2/13-3/12/2026	174.08
					Total :	**174.08**
11440	2/24/2026	005213 FRONTIER	9091590013	025413	COMMUNICATIONS 2/7-3/6/2026	6,734.45
			9091590039	025357	COMMUNICATIONS 2/7-3/6/2026	600.66
			9091590042	025353	COMMUNICATIONS 2/1-2/28/2026	3,270.19
					Total :	**10,605.30**
11441	2/24/2026	000869 GRAINGER	9786342601	025235	PARTS/SUPPLIES	218.78
					Total :	**218.78**
11442	2/24/2026	000150 INLAND BUILDERS SUPPLY INC	I23859	025195	PARTS/SUPPLIES	71.74

Bank code : ap-dir

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11442	2/24/2026	000150 INLAND BUILDERS SUPPLY INC	(Continued)			
			I28687	025238	PARTS/SUPPLIES	71.70
			I30518	025264	PARTS/SUPPLIES	88.47
			V35192	025122	PARTS/SUPPLIES	148.21
			V39911	025324	PARTS/SUPPLIES	78.33
					Total :	**458.45**
11443	2/24/2026	005295 KONICA MINOLTA	9010761769	025359	MAINTENANCE AGREEMENT 1/1-1/	408.22
					Total :	**408.22**
11444	2/24/2026	008201 OPTIMUM	101615998	025361	INTERNET SERVICE 2/1-2/28/2026	650.00
					Total :	**650.00**
11445	2/24/2026	000213 QUILL LLC	2600220	024939	SUPPLIES [CREDIT RETURN]	-16.30
			46903318	024939	SUPPLIES	314.18
			47482526	025192	SUPPLIES	60.88
					Total :	**358.76**
11446	2/24/2026	003439 SHELL	110545947	025365	FUEL 1/6-2/6/2026	58.37
					Total :	**58.37**
11447	2/24/2026	000241 SMART & FINAL IRIS CORP	430510010301	023975	SUPPLIES	451.67
			430510079401	023975	SUPPLIES	221.87
			430510085201	023975	SUPPLIES	230.18
			430510188602	023975	SUPPLIES	286.13
					Total :	**1,189.85**
11448	2/24/2026	000247 SOCALGAS	11185732804	025374	NATURAL GAS 1/8-2/5/2026	94.44
					Total :	**94.44**
11449	2/24/2026	000247 SOCALGAS	07632638008	025374	NATURAL GAS 1/8-2/5/2026	433.06
					Total :	**433.06**
11450	2/24/2026	000323 STATE BOARD OF EQUALIZATION	023-300030	025383	USE TAX 1/2026	26.00
					Total :	**26.00**
11451	2/24/2026	004501 US BANK CORP	JAN 2026	025401	CREDIT CARD CHARGES 1/2026	3,439.96

Bank code : ap-dir

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
11451	2/24/2026	004501	004501 US BANK CORP	(Continued)		**Total :**	**3,439.96**
11452	2/24/2026	003035	VERIZON WIRELESS	6136002519	025416	WIRELESS SERVICE 1/14-2/13/2026	196.14
						Total :	**196.14**
11453	2/24/2026	003035	VERIZON WIRELESS	6136002520	025417	WIRELESS SERVICE 1/14-2/13/2026	230.22
						Total :	**230.22**
11454	2/24/2026	003035	VERIZON WIRELESS	6136002518	025418	WIRELESS SERVICE 1/14-2/13/2026	760.74
						Total :	**760.74**
11455	2/24/2026	006873	VESTIS	5881141178	025261	UNIFORM SERVICE/MATS & TOWEI	402.77
						Total :	**402.77**
11456	3/1/2026	005923	CALIFORNIA PUBLIC EMPLOYEES'	000018213531		HEALTH PREMIUMS 3/1-3/31/2026	4,287.72
						Total :	**4,287.72**
11457	3/1/2026	005923	CALIFORNIA PUBLIC EMPLOYEES'	000018213530		HEALTH PREMIUMS 3/1-3/31/2026	124,253.62
						Total :	**124,253.62**
11458	3/1/2026	006924	SUN LIFE	923380-0002		PREMIUM/FEES 3/1-3/31/2026	5,937.66
						Total :	**5,937.66**
						Bank total :	**206,648.24**

26 Vouchers for bank code : ap-dir

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
80687	2/24/2026	008012 ACEVEDO, MILTON	030926	025333	TRAVEL - PER DIEM 3/9-3/12/2026	155.00
					Total :	**155.00**
80688	2/24/2026	004315 ALLSTAR FIRE EQUIPMENT	270105	024524	EQUIPMENT/SUPPLIES	243.75
					Total :	**243.75**
80689	2/24/2026	007560 AMAZON CAPITAL SERVICES, INC	13169J6Q3HLG	025214	PARTS/SUPPLIES	107.77
			19MX9JQC9W6L	025094	PARTS/SUPPLIES	145.83
			19YVRQP41QLJ		PARTS/SUPPLIES [CREDIT RETURI	-6.19
			1FFY1LFCFC9C	025241	PARTS/SUPPLIES	350.02
			1GRY1M3P1VNP		PARTS/SUPPLIES [CREDIT RETURI	-10.60
			1J1MXFRKRGXX	025129	PARTS/SUPPLIES	98.68
			1L1Y6DK9JJQW	025313	PARTS/SUPPLIES	218.66
			1LMWGCGQ73MF	025221	PARTS/SUPPLIES	96.10
			1VG6GTQ7L13X	025241	PARTS/SUPPLIES	41.75
			1X9GWCXGRRR7	025241	PARTS/SUPPLIES	24.24
			1X9T336T313L	025189	PARTS/SUPPLIES	78.12
			1YH6HGV7X6KY	025237	PARTS/SUPPLIES	35.88
					Total :	**1,180.26**
80690	2/24/2026	002458 AQUA-METRIC SALES, CO	INV0112235	025144	PARTS/SUPPLIES	33,447.28
					Total :	**33,447.28**
80691	2/24/2026	008253 ARIZONA FUTBOL CLUB	9748360	025341	ENTRY FEES - SOCCER ALL STARS	570.00
			9748361	025341	ENTRY FEES - SOCCER ALL STARS	670.00
			9748362	025341	ENTRY FEES - SOCCER ALL STARS	670.00
					Total :	**1,910.00**
80692	2/24/2026	004498 BOUND TREE MEDICAL, LLC	86079360	025240	EQUIPMENT/SUPPLIES	1,088.84
					Total :	**1,088.84**
80693	2/24/2026	008345 BRIGHT PLANET SOLAR	SAB2501-009		PERMIT FEE REFUND	660.00
			SAB2502-001		PERMIT FEE REFUND	551.20
			SAB2508-002		PERMIT FEE REFUND	701.60
					Total :	**1,912.80**
80694	2/24/2026	006243 BRUCE BOWER INVESTIGATIONS	26-002	025244	PERSONNEL INVESTIGATION SERV	1,000.00

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
80694	2/24/2026	006243 006243 BRUCE BOWER INVESTIGATIONS (Continued)			Total :	1,000.00
80695	2/24/2026	005256 BUILDERS AUTOMATION &	14778	025249	REPAIR/MAINTENANCE SERVICES	375.00
					Total :	375.00
80696	2/24/2026	000048 BURTRONICS BUSINESS SYSTEMS	AR124083	025388	CN10665-01 11/6-12/5/2025	67.87
			AR124277	025388	CN10665-01 12/6/2025-1/5/2026	67.87
			AR125079	025388	CN10665-01 2/6-3/5/2026	67.87
					Total :	203.61
80697	2/24/2026	005012 BUSH, PAMELA	030126	025328	TRAVEL - PER DIEM 3/1-3/4/2026	155.00
					Total :	155.00
80698	2/24/2026	007802 CALIFORNIA HEALTH & SAFETY INC	26-075CALB	025335	AIR PACK TESTING/CERTIFICATION	1,320.33
					Total :	1,320.33
80699	2/24/2026	003295 CALLAN OIL DIST. INC	013126	025337	FUEL	2,718.77
					Total :	2,718.77
80700	2/24/2026	004041 CI SOLUTIONS	00031494	025251	SYSTEM REVISIONS	407.82
					Total :	407.82
80701	2/24/2026	008358 CLIFTONLARSONALLEN LLP	L261021126	025343	AUDIT SERVICES	11,025.00
			L261061330	025343	AUDIT SERVICES	7,010.00
					Total :	18,035.00
80702	2/24/2026	007935 CLINICAS DE SALUD DEL PUEBLO	EM005361	025342	PROFESSIONAL SERVICES	45.00
			EM005381	025358	PROFESSIONAL SERVICES	450.00
					Total :	495.00
80703	2/24/2026	000437 CO OF RIV AUDITOR-CONTROLLER	DEC 2025	025344	PARKING CITATIONS 12/2025	214.50
			JAN 2026	025407	PARKING CITATIONS 1/2026	126.00
					Total :	340.50
80704	2/24/2026	007028 CORE & MAIN LP	Y385795	025164	PARTS/SUPPLIES	5,678.91
					Total :	5,678.91
80705	2/24/2026	005421 COUNTY OF RIVERSIDE	PU0000006249	025421	FLEET SERVICES 1/1-1/31/2026	10,598.58

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
		005421 COUNTY OF RIVERSIDE	(Continued)		**Total :**	**10,598.58**
80706	2/24/2026	002331 COUNTY OF RIVERSIDE	PE0000003262	025368	PSEC AGREEMENT 1/1-1/31/2026	11,080.16
					Total :	**11,080.16**
80707	2/24/2026	005603 CR&R INCORPORATED	JAN 2026	025311	FRANCHISE CONTRACT 1/2026	121,509.41
					Total :	**121,509.41**
80708	2/24/2026	000083 CRAWFORD ASSOCIATES	21549	025308	CONCRETE	965.70
				025308		
			21785	025170	BASE MATERIAL	3,382.07
					Total :	**4,347.77**
80709	2/24/2026	000037 CULLIGAN SOFT WATER SERVICE	0647147	023896	WATER SERVICE 2/20-3/20/2026	75.63
					Total :	**75.63**
80710	2/24/2026	000156 CYLE JOHNSON ELECTRIC INC	56306	024556	REPAIR/MAINTENANCE SERVICES	6,926.95
			56401	025252	REPAIR/MAINTENANCE SERVICES	440.00
					Total :	**7,366.95**
80711	2/24/2026	001757 DATA TICKET INC	188420	025346	CITATION PROCESSING 12/2025	273.60
			189028	025346	CITATION PROCESSING 12/2025	100.00
			190241	025408	CITATION PROCESSING 1/2026	100.00
					Total :	**473.60**
80712	2/24/2026	003556 DAVID TAUSSIG & ASSOC., INC.	2601111	025409	PROFESSIONAL SERVICES	950.18
					Total :	**950.18**
80713	2/24/2026	002173 DEPARTMENT OF JUSTICE	014469	025351	BLOOD ALCOHOL ANALYSIS 11/202	70.00
			014517	025351	BLOOD ALCOHOL ANALYSIS 9/2025	35.00
					Total :	**105.00**
80714	2/24/2026	002173 DEPARTMENT OF JUSTICE	015876	025348	LIVE SCAN SERVICES 12/2025	1,987.00
			016040	025348	LIVE SCAN SERVICES 12/2025	64.00
					Total :	**2,051.00**
80715	2/24/2026	000547 ESGIL, LLC	3202209		PLAN CHECK SERVICES 1/2026	4,360.00

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
80715	2/24/2026	000547 000547 ESGIL, LLC	(Continued)		**Total :**	**4,360.00**
80716	2/24/2026	007801 ESTACIO, MARIE	030926	025334	TRAVEL - PER DIEM 3/9-3/12/2026	155.00
					Total :	**155.00**
80717	2/24/2026	008249 EVANGELISTA, JOHN	041926	025329	TRAVEL - PER DIEM 4/19-4/22/2026	155.00
					Total :	**155.00**
80718	2/24/2026	003222 EVIDENT, INC	254178C	025352	SUPPLIES	96.00
					Total :	**96.00**
80719	2/24/2026	002791 FISHER WIRELESS SERVICES INC	236088	025372	REPAIR/MAINTENANCE SERVICES	60.00
					Total :	**60.00**
80720	2/24/2026	005978 FULTON DISTRIBUTING - SO CAL	688603	025309	SUPPLIES	581.82
				025309		
					Total :	**581.82**
80721	2/24/2026	008627 GARON WYATT INVESTIGATIVE	25-90/#002	025354	PROFESSIONAL SERVICES	6,447.34
					Total :	**6,447.34**
80722	2/24/2026	000318 GLENN JOHNSON COOLING/HEATING	039189	025234	REPAIR/MAINTENANCE SERVICES	324.63
					Total :	**324.63**
80723	2/24/2026	008662 GUILIN, ALICIA	101097		FACILITY RENTAL REFUND	500.00
					Total :	**500.00**
80724	2/24/2026	003794 HARVEY CONSULTING GROUP, INC	LUXE-1		LIGHT MANUFACTURING, STORAG	2,000.00
					Total :	**2,000.00**
80725	2/24/2026	007601 HDL COREN & CONE	SIN058760	025276	CONTRACT SERVICES PROPERTY	3,572.42
					Total :	**3,572.42**
80726	2/24/2026	008067 JOE A. GONSALVES & SON	164066	025262	PROFESSIONAL SERVICES	4,160.00
					Total :	**4,160.00**
80727	2/24/2026	008634 JONATHAN DINCO ELECTRIC	20260023	025390	REPAIR/MAINTENANCE SERVICES	645.59
			20260032	025389	REPAIR/MAINTENANCE SERVICES	240.00

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
80727	2/24/2026	008634 008634 JONATHAN DINCO ELECTRIC (Continued)			**Total :**	**885.59**
80728	2/24/2026	002150 JONES MAYER	JAN 2026	025340	LEGAL SERVICES 1/2026	36,558.55
					Total :	**36,558.55**
80729	2/24/2026	000158 JORDAN IMPLEMENT CO	S09171	025165	REPAIR/MAINTENANCE SERVICES	4,273.74
					Total :	**4,273.74**
80730	2/24/2026	008330 MB HERZOG ELECTRIC, INC	2025701.2	025415	REPAIR/MAINTENANCE SERVICES	5,919.00
					Total :	**5,919.00**
80731	2/24/2026	006072 MENDOZA, VICTOR	030126	025330	TRAVEL - PER DIEM 3/1-3/4/2026	155.00
					Total :	**155.00**
80732	2/24/2026	002871 NELSON, JON KEVIN	JAN 2026	025360	INSPECTION SERVICES 1/2026	5,780.00
					Total :	**5,780.00**
80733	2/24/2026	000039 PETTY CASH	022026	025400	PETTY CASH	243.62
					Total :	**243.62**
80734	2/24/2026	008661 RCGIA	02004001	025321	REGISTRATION FEES	1,960.00
					Total :	**1,960.00**
80735	2/24/2026	007852 RETAIL STRATEGIES, LLC	583-110A	025363	PROFESSIONAL SERVICES	45,000.00
					Total :	**45,000.00**
80736	2/24/2026	006110 SOUTHWEST NETWORKS, INC	26-1103	025371	IT MAINTENANCE SERVICES 1/202(	166.25
					Total :	**166.25**
80737	2/24/2026	007578 SPRAGGINS, SUMMER	020926	025373	REIMBURSEMENT	58.93
					Total :	**58.93**
80738	2/24/2026	001136 STANDAGE TIRE & AUTOMOTIVE	1-32425	025398	REPAIR/MAINTENANCE SERVICES/	609.63
			1-32452	025398	REPAIR/MAINTENANCE SERVICES/	227.80
			1-32494	025398	REPAIR/MAINTENANCE SERVICES/	1,184.24
			1-32558	025398	REPAIR/MAINTENANCE SERVICES/	25.00
			1-32648	025398	REPAIR/MAINTENANCE SERVICES/	2,532.36
			1-32680	025398	REPAIR/MAINTENANCE SERVICES/	138.38

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
80738	2/24/2026	001136 STANDAGE TIRE & AUTOMOTIVE	(Continued)			
			1-32681	025398	REPAIR/MAINTENANCE SERVICES/	596.82
			1-32747	025398	REPAIR/MAINTENANCE SERVICES/	124.80
			1-32792	025398	REPAIR/MAINTENANCE SERVICES/	951.44
			1-32813	025398	REPAIR/MAINTENANCE SERVICES/	1,381.33
			1-32927	025398	REPAIR/MAINTENANCE SERVICES/	361.35
			1-32929	025398	REPAIR/MAINTENANCE SERVICES/	225.00
			1-32930	025398	REPAIR/MAINTENANCE SERVICES/	676.04
			1-32937	025398	REPAIR/MAINTENANCE SERVICES/	360.58
			1-32945	025398	REPAIR/MAINTENANCE SERVICES/	77.37
			1-32954	025398	REPAIR/MAINTENANCE SERVICES/	25.00
			1-32969	025398	REPAIR/MAINTENANCE SERVICES/	1,318.70
					Total :	**10,815.84**
80739	2/24/2026	001302 TRANSWORLD SYSTEMS INC	A8774O	025375	COLLECTION SERVICES	3,250.00
					Total :	**3,250.00**
80740	2/24/2026	000991 USA BLUEBOOK	INV00942261		PARTS/SUPPLIES	996.19
				024820		
			INV00942271	024820	PARTS/SUPPLIES	1,130.75
			INV00946408	024820	PARTS/SUPPLIES	304.69
					Total :	**2,431.63**
80741	2/24/2026	003278 USA SHADE & FABRIC STRUCTURES	1347388	025378	SHADES	12,890.47
					Total :	**12,890.47**
80742	2/24/2026	008135 WADLEY, ALYSSA	041226	025331	TRAVEL - PER DIEM 4/12-4/17/2026	245.00
					Total :	**245.00**
					Bank total :	**382,271.98**

56 Vouchers for bank code : union

82 Vouchers in this report

Total vouchers : **588,920.22**

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

CLAIMS VOUCHER APPROVAL

I hereby certify that warrants numbered 11433-11458 and 80687-80742 in the amount of $588,920.22 have been reviewed for payment by the Director of Finance. I further certify Councilmembers of the City of Blythe, CA approved said warrants at the meeting of March 10, 2026.

Christa Elms
Director of Finance

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
80743	2/24/2026	008665 ARELLANO, VICTOR	Ref000225448		UB Refund Cst #023007	161.91
					Total :	161.91
80744	2/24/2026	008666 DENTON, JOSHUA	Ref000225450		UB Refund Cst #026258	135.00
					Total :	135.00
80745	2/24/2026	008671 GASTELUM, TONI	Ref000225455		UB Refund Cst #028183	20.28
					Total :	20.28
80746	2/24/2026	008637 GOMEZ, EMMA	Ref000225446		UB Refund Cst #018935	160.86
					Total :	160.86
80747	2/24/2026	008663 GONZALEZ, RICARDO	Ref000225445		UB Refund Cst #000958	178.68
					Total :	178.68
80748	2/24/2026	008669 HOLT, KRISTEN	Ref000225453		UB Refund Cst #027458	66.03
					Total :	66.03
80749	2/24/2026	007970 IBARRA, NATHALIE	Ref000225449		UB Refund Cst #025813	11.10
					Total :	11.10
80750	2/24/2026	008668 LAIRY, ROGER	Ref000225452		UB Refund Cst #026798	60.35
					Total :	60.35
80751	2/24/2026	008670 MULHERIN, ROBERT	Ref000225454		UB Refund Cst #028005	108.45
					Total :	108.45
80752	2/24/2026	002017 PALO VERDE HOSPITAL	Ref000225444		UB Refund Cst #000267	38.98
					Total :	38.98
80753	2/24/2026	008664 ROJAS, HUMBERTO	Ref000225447		UB Refund Cst #021167	183.98
					Total :	183.98
80754	2/24/2026	008667 WEBER, WILLIAM	Ref000225451		UB Refund Cst #026737	78.23
					Total :	78.23
					Bank total :	1,203.85

12 Vouchers for bank code : union

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

12 Vouchers in this report

Total vouchers : 1,203.85

CLAIMS VOUCHER APPROVAL

I hereby certify that the Utility Billing Refund warrants numbered 80743-80754 in the amount of $1,203.85 have been reviewed for payment by the Director of Finance. I further certify that the Councilmembers of the City of Blythe, CA approved said warrants at the meeting of March 10, 2026.

Christa Elms
Director of Finance

Bank code : ap-dir

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11459	3/2/2026	000241 SMART & FINAL IRIS CORP	430510014501	025443	SUPPLIES	53.03
			430510024301	023975	SUPPLIES	133.15
			430510028101	025445	SUPPLIES	34.37
			430510084201	025446	SUPPLIES	20.42
			430510111101	025443	SUPPLIES	890.38
			430510113502	025443	SUPPLIES	298.73
			430510121601	025444	SUPPLIES [CREDIT RETURN]	-146.25
			430510122601	025447	SUPPLIES	63.22
			430510122601	025444	SUPPLIES [CREDIT RETURN]	-13.03
				025444		
			430510123601	025443	SUPPLIES	99.95
			430510145601	025444	SUPPLIES [CREDIT RETURN]	-262.93
			430510189301	025443	SUPPLIES	59.97
			430512162403	025443	SUPPLIES	59.75
					Total :	**1,290.76**
11460	3/4/2026	005996 DE LAGE LANDEN FINANCIAL SVCS	595469349	025436	EQUIPMENT LEASE/MAINTENANCE	360.07
					Total :	**360.07**
11461	3/4/2026	005996 DE LAGE LANDEN FINANCIAL SVCS	595504931	025437	EQUIPMENT LEASE/MAINTENANCE	637.56
					Total :	**637.56**
11462	3/4/2026	000283 SOUTHERN CALIFORNIA EDISON CO	700475898313	025438	ELECTRICITY 1/23-2/23/2026	150.82
					Total :	**150.82**
11463	3/4/2026	000283 SOUTHERN CALIFORNIA EDISON CO	700350166610	025471	ELECTRICITY 1/28-2/26/2026	7,111.54
					Total :	**7,111.54**
11464	3/4/2026	000283 SOUTHERN CALIFORNIA EDISON CO	600001510681	025439	ELECTRICITY 1/1-1/31/2026	31,534.07
					Total :	**31,534.07**
11465	3/10/2026	000150 INLAND BUILDERS SUPPLY INC	I27092	025219	PARTS/SUPPLIES	63.05
			I33845	025298	PARTS/SUPPLIES	42.86
			I34701	025307	PARTS/SUPPLIES	114.75
			I34772	025248	PARTS/SUPPLIES	64.60
			I38136	025314	PARTS/SUPPLIES	61.84

Bank code : ap-dir

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11465	3/10/2026	000150 INLAND BUILDERS SUPPLY INC	(Continued)			
			I38275	025317	PARTS/SUPPLIES	90.14
			I38577	025314	PARTS/SUPPLIES [CREDIT RETURI	-2.59
			I38919	025320	PARTS/SUPPLIES	161.24
			I39833	025332	PARTS/SUPPLIES	70.58
			I46532	025392	PARTS/SUPPLIES	21.20
			I47057	025380	PARTS/SUPPLIES	174.09
			I47062	025380	PARTS/SUPPLIES	43.49
			I47198	025397	PARTS/SUPPLIES	125.01
			I47223	025248	PARTS/SUPPLIES	76.07
			V36233	025222	PARTS/SUPPLIES	69.32
			V37652	025248	PARTS/SUPPLIES	244.60
			V39763	025326	PARTS/SUPPLIES	36.19
			V39949	025336	PARTS/SUPPLIES	18.03
			V41541	025307	PARTS/SUPPLIES	76.55
			V41974	025399	PARTS/SUPPLIES	13.58
			V42815	025412	PARTS/SUPPLIES	29.35
					Total :	**1,593.95**

7 Vouchers for bank code : ap-dir **Bank total :** **42,678.77**

Bank code : union

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
80755	3/2/2026	008675	MVCAC LIVE CEU EVENT	FLORES	025458	REGISTRATION - MVCAC LIVE CEU	130.00
						Total :	**130.00**
80756	3/4/2026	000667	CITY OF BLYTHE	Ref000225445		UB REFUND CST #000958 (REF 07-	178.68
						Total :	**178.68**
80757	3/4/2026	002392	US BANK	3150615		WATER REVENUE REFUNDING BO	74,675.00
				3150643		WASTEWATER REVENUE REFUND	126,581.25
						Total :	**201,256.25**
80758	3/10/2026	003334	AIRWAVE COMMUNICATIONS	451329	025428	REPAIR/MAINTENANCE SERVICES	165.00
						Total :	**165.00**
80759	3/10/2026	007560	AMAZON CAPITAL SERVICES, INC	1477CCMPHRYC	025312	PARTS/SUPPLIES	188.08
				16KR197XT77K	025303	PARTS/SUPPLIES	302.50
				1DVLVG7JRLMD	025385	PARTS/SUPPLIES	142.42
				1TKT7VQVCP3P	025312	PARTS/SUPPLIES	60.25
				1YPXJ3FYC696	025367	PARTS/SUPPLIES	277.48
						Total :	**970.73**
80760	3/10/2026	004498	BOUND TREE MEDICAL, LLC	86108054	025393	EQUIPMENT/SUPPLIES	1,283.87
				86109922	025393	EQUIPMENT/SUPPLIES	88.62
						Total :	**1,372.49**
80761	3/10/2026	000048	BURTRONICS BUSINESS SYSTEMS	AR125087	025433	CONTRACT 24867-02 11/11/2025-2/'	381.01
						Total :	**381.01**
80762	3/10/2026	007875	CALANIMALS	300002852	025429	MEMBERSHIP	150.00
						Total :	**150.00**
80763	3/10/2026	008429	CHOLLA CONSTRUCTION	022726-2	025466	REPAIR/MAINTENANCE SERVICES	256,382.00
						Total :	**256,382.00**
80764	3/10/2026	000896	CITY OF BLYTHE	B2512-031		ADMINISTRATIVE FEE	156.00
				B2512-035		ADMINISTRATIVE FEE	198.00
				CEQA2601-001		ADMINISTRATIVE FEE	300.00
				RC2512-001		ADMINISTRATIVE FEE	150.00
				RC2512-002		ADMINISTRATIVE FEE	150.00

Bank code : union

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
80764	3/10/2026	000896	000896 CITY OF BLYTHE	(Continued)		**Total :**	**954.00**
80765	3/10/2026	000667	CITY OF BLYTHE	FEB 2026	025434	UTILITY SERVICES/CITY FACILITIES	6,004.04
						Total :	**6,004.04**
80766	3/10/2026	007935	CLINICAS DE SALUD DEL PUEBLO	EM004708	025441	PROFESSIONAL SERVICES	120.00
						Total :	**120.00**
80767	3/10/2026	000227	COUNTY OF RIVERSIDE	AN0000003267	025430	ANIMAL SHELTER SERVICES 7/202	12,298.50
				AN0000003268	025430	ANIMAL SHELTER SERVICES 8/202	12,298.50
				AN0000003269	025430	ANIMAL SHELTER SERVICES 9/202	12,298.50
				AN0000003270	025430	ANIMAL SHELTER SERVICES 10/20	12,298.50
				AN0000003271	025430	ANIMAL SHELTER SERVICES 11/20	12,298.50
				AN0000003272	025430	ANIMAL SHELTER SERVICES 12/20	12,298.50
						Total :	**73,791.00**
80768	3/10/2026	000037	CULLIGAN SOFT WATER SERVICE	647130,647149	025461	WATER SERVICE 2/20-3/20/2026	100.35
						Total :	**100.35**
80769	3/10/2026	000084	D & L AUTO PARTS INC	224346	025474	PARTS/SUPPLIES	364.42
				225442	025265	PARTS/SUPPLIES	383.89
						Total :	**748.31**
80770	3/10/2026	001757	DATA TICKET INC	189623	025435	CITATION PROCESSING 1/2026	642.00
						Total :	**642.00**
80771	3/10/2026	002173	DEPARTMENT OF JUSTICE	022484	025465	LIVE SCAN SERVICES 1/2026	2,072.00
				022663	025465	LIVE SCAN SERVICES 1/2026	32.00
						Total :	**2,104.00**
80772	3/10/2026	000094	DEPARTMENT OF TRANSPORTATION	SL260442	025462	SIGNALS & LIGHTING (I10) 10/2025	5,801.06
						Total :	**5,801.06**
80773	3/10/2026	008285	DIAZ, JOSEPH	022126	025463	REIMBURSEMENT	374.00
						Total :	**374.00**
80774	3/10/2026	000132	HACH COMPANY	14843442	025207	SUPPLIES	52.65

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
80774	3/10/2026	000132 000132 HACH COMPANY	(Continued)		Total :	52.65
80775	3/10/2026	008067 JOE A. GONSALVES & SON	164139	025442	PROFESSIONAL SERVICES	4,160.00
					Total :	4,160.00
80776	3/10/2026	003944 LUSK PLUMBING	CEQA2601-001		DEPOSIT REFUND	50.00
					Total :	50.00
80777	3/10/2026	008411 MODERN IMAGING SOLUTIONS INC	001006039	025431	SUPPLIES	434.73
					Total :	434.73
80778	3/10/2026	000697 MOJAVE DESERT AQMD	MD23737	025457	PERMIT #E005315 CO/FACILITY #07	668.55
					Total :	668.55
80779	3/10/2026	005009 PARKER OIL PRODUCTS, INC	148453	025468	DIESEL FUEL	1,497.48
					Total :	1,497.48
80780	3/10/2026	001487 PITNEY BOWES BANK, INC	18696948	025470	POSTAGE 2/1-2/28/2026	5,920.62
					Total :	5,920.62
80781	3/10/2026	000073 PUBLIC ENTITY RISK MGMNT AUTHO	INV495	025469	TRUST ACCOUNT DEPOSIT Q3	88,115.00
					Total :	88,115.00
80782	3/10/2026	005981 ROAD RUNNER SUPPLY, LLC	175005	025464	SUPPLIES	118.26
					Total :	118.26
80783	3/10/2026	003606 RODRIGUEZ, GUSTAVO	145	024252	WATER TREATMENT SERVICES 2/2	2,000.00
					Total :	2,000.00
80784	3/10/2026	006511 SHAWN COPELAND ELECTRIC	2948	025364	REPAIR/MAINTENANCE SERVICES	3,219.13
					Total :	3,219.13
80785	3/10/2026	000141 THE HOLT GROUP INC	B26-02-201	025460	HIDDEN BEACHES WATER SYSTEM	89,760.00
					Total :	89,760.00
80786	3/10/2026	007902 THE JADO PRINT COMPANY	619	025448	PRINTING/CUSTOM SERVICES	1,804.00
					Total :	1,804.00
80787	3/10/2026	008069 TRIPEPI SMITH & ASSOCIATES INC	16561	025449	PROFESSIONAL SERVICES	3,545.00

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
80787	3/10/2026	008069 008069 TRIPEPI SMITH & ASSOCIATES INC (Continued)			**Total :**	**3,545.00**
80788	3/10/2026	007841 TRIPLE H PARTS SUPPLY, INC	224346		PARTS/SUPPLIES [CREDIT]	-364.42
			535061	025205	PARTS/SUPPLIES	425.20
			535220	024875	PARTS/SUPPLIES	18.48
			535477	025205	PARTS/SUPPLIES	166.86
			536686	025205	PARTS/SUPPLIES	181.42
			536741	025216	PARTS/SUPPLIES	192.37
			537193	025315	PARTS/SUPPLIES	57.46
			537344	025322	PARTS/SUPPLIES	309.17
			537738	025456	PARTS/SUPPLIES	44.47
					Total :	**1,031.01**
80789	3/10/2026	003324 ULINE	204331270	025366	EQUIPMENT/SUPPLIES	3,680.00
			204331527	025369	EQUIPMENT/SUPPLIES	447.57
					Total :	**4,127.57**
80790	3/10/2026	005011 WILLDAN FINANCIAL SERVICES	010-65128	025420	PROFESSIONAL SERVICES	1,375.00
					Total :	**1,375.00**

36 Vouchers for bank code : union **Bank total :** **759,503.92**

43 Vouchers in this report **Total vouchers :** **802,182.69**

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

CLAIMS VOUCHER APPROVAL

I hereby certify that warrants numbered 11459-11465 and 80755-80790 in the amount of $802,182.69 have been reviewed for payment by the Director of Finance. I further certify Councilmembers of the City of Blythe, CA approved said warrants at the meeting of March 10, 2026.

Christa Elms
Director of Finance

CITY OF BLYTHE

PAYROLL LISTING

Pay period 01/16/2026 to 01/29/2026
Payday 02/06/2026

I hereby certify that payroll warrants numbered 55621 to 55635, and direct deposits warrants numbered 64463 to 64543 in the amount of $337,760.42 have been reviewed for payment by the Director of Finance. I further certify that Councilmembers of the City of Blythe, CA approved said warrants at the meeting of March 10th, 2026.

Director of Finance

CITY OF BLYTHE

PAYROLL LISTING

Pay period 01/30/2026 to 02/12/2026
Payday 02/20/2026

I hereby certify that payroll warrants numbered 55636 to 55650, and direct deposits warrants numbered 64544 to 64623 in the amount of $299,606.53 have been reviewed for payment by the Director of Finance. I further certify that Councilmembers of the City of Blythe, CA approved said warrants at the meeting of March 10th, 2026.

Director of Finance

CITY OF BLYTHE

PAYROLL LISTING

Pay period 02/13/2026 to 02/20/2026
Payday 02/24/2026

I hereby certify that payroll warrants numbered 55651, and direct deposits warrants numbered 64624 in the amount of $6,072.33 have been reviewed for payment by the Director of Finance. I further certify that Councilmembers of the City of Blythe, CA approved said warrants at the meeting of March 10th, 2026.

Director of Finance

CITY OF BLYTHE

PAYROLL LISTING

Pay period 02/01/2026 to 02/28/2026
Payday 03/05/2026

I hereby certify that payroll warrants numbered 55652 to 55663, and direct deposits warrants numbered 64625 to 64718 in the amount of $101,078.06 have been reviewed for payment by the Director of Finance. I further certify that Councilmembers of the City of Blythe, CA approved said warrants at the meeting of March 10th, 2026.

Director of Finance

Minutes of the Blythe City Council Meeting
February 10, 2026

The February 10, 2026 meeting of the Blythe City Council was called to order at 6:00 p.m. in the Council Chambers by Mayor DeConinck. Also in attendance were Vice Mayor Rodriguez and Council Members Halby, Burton and Spraggins. Staff in attendance included: Interim City Manager and City Clerk Crecelius, City Attorney Roberto, City Treasurer and Finance Director Elms, Chief Building Official Brown, Public Works Director Elegores, Acting Police Chief Walnoha and Fire Chief Hasler.

The Pledge of Allegiance was led by Mayor DeConinck.

The Invocation was led by Council Member Burton.

REPORT FROM CLOSED SESSION:
City Attorney Roberto stated there was no reportable action.

PRESENTATION:

Recognition of Palo Verde Unified School District's Educators of the Year: Shelley Hillman, Sylvia Hernandez, Lora Rodriguez, Gerardo Rios, Ronald Davidson, Angelina McCaslin, Maribel Rivas, Felipe Vasquez, Monique Sain, Kimberly Hafen and Timothy Rymer.

Presentation of Lifesaving Pin and Certificate to Police Officer Bobby Valdivia and Police Cadet Nadya Diaz.

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.*

3. **Posting of the Agenda.**
   The agenda was 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 and on the City's website on Friday, February 6, 2026.
4. **Approval of the Warrant Register.**
   Recommendation: Approve **2/10/26,** warrants numbered 11390 through 11414 and 80597 through 80642 in the amount of $839,659.74; **2/10/26,** Utility Billing Refund warrants numbered 80643 through 80654 in the amount of $1,679.88, and **2/10/26,** warrants numbered 11415 through 11432 and 80655 through 80685 in the amount of $165,227.06.
5. **Approval of the Payroll Register.**
   Recommendation: Approve **2/10/26,** warrants numbered 55577 through 55578 in the amount of $662.55; **2/10/26,** warrants numbered 55579 through 55594 and Direct Deposits warrants numbered 64207 through 64286 in the amount of $310,966.13; **2/10/26,** warrants numbered 55595 through 55608 and Direct Deposit warrants numbered 64287 through 64365 in the amount of $307,753.38 and **2/10/26,** warrants numbered 55609 through 55620, and Direct Deposits warrants numbered 64366 through 64462 in the amount of $80,712.27.
6. **Minutes of the January 9, 2026 Special City Council Meeting.**
   Recommendation: Approve the Minutes of the January 9, 2026 Special Meeting.
7. **Minutes of the January 13, 2026 City Council Meeting.**
   Recommendation: Approve the Minutes of the January 13, 2026 Meeting.

8. **City of Blythe Permits Issued in the Month of January 2026.**
   Recommendation: Receive and file the monthly report.
9. **City of Blythe Fire Department Monthly Activity Report for January 2026.**
   Recommendation: Receive and file the monthly report.
10. **City of Blythe Police Department Monthly Activity Report for January 2026.**
    Recommendation: Receive and file the monthly report.
11. **Quality of Life Program Activity Report for January 2026.**
    Recommendation: Receive and file the monthly report.
12. **495 N. Main Street – Proposed Lien for Costs of Abatement.**
    Recommendation: Determine the proposed lien in the amount of $112,907.11 for the cost of abating the public nuisance at 495 N. Main Street become a lien against 495 N. Main Street and direct staff to record the lien.

No public comment. Council Member Burton moved approval of staff's recommendation. The motion was seconded by Council Member Spraggins with a unanimous aye vote.

PUBLIC HEARING: None

CONTINUED BUSINESS:

Palo Verde Hospital Ad Hoc Committee Update. Interim City Manager Crecelius provided updates on the County's $1 million stabilization loan to PVHD to provide continuity of operations. The County estimates this loan will last about a month. The terms of the loan include a strike team to stabilize and manage the ER Department for a period of 180 days led by RUH and Emergency Management. They will do a top-down review and make recommendations at the end of the 180 days. There are two open Board seats which have been referred to the County for appointment.

The item was received and filed.

NEW BUSINESS:

Report on Emergency Action Taken by Interim City Manager for the Emergency Repairs to the Sinkhole, Sewer Main and Manholes Near 900 N. Broadway. Interim City Manager Crecelius stated On January 8th I determined the sinkhole and collapsed sewer line on N. Broadway constituted an emergency, as defined by Public Contract section 1102. At the January Council meeting, a report was provided to council justifying the reasons why the emergency would not permit a delay resulting from competitive bidding and why the action was necessary to respond to the emergency. The initial time for project completion was 14 working days. Once work commenced, the repairs could not be completed due to the significant amount of groundwater entering the work area. Dewatering was not initially contemplated in the scope of work, based on assumptions that the work could be completed without dewatering. An amendment was entered on January 23rd to amend the scope of work to include de-watering, increase compensation for the repair to $256,382 and extend the time for completion to 54 working days. The emergency action is still necessary to repair the collapsed sewer line, manholes and the street to protect public health and safety and avoid potential fines from the State of California. Therefore, it is recommended that Council review the emergency action taken by the Interim City Manager for the emergency sinkhole, sewer main and manhole repairs near 900 N. Broadway. It is further recommended that Council, by a 4/5 vote, determine there is a need to continue the emergency repairs.

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

Preparation of an Ordinance Relating to the Regulation of the Sale and Distribution of Kratom Products in the City of Blythe. Interim City Manager Crecelius stated Council Member Spraggins directed staff to place this item on the Agenda for discussion. Staff would like direction from Council on the preparation of an Ordinance to prohibit the sale and distribution of concentrated synthetic 7-hydroxymitragynine (7-OH) and regulating natural kratom in the City of Blythe. In October, the Riverside County Board of Supervisors adopted an Ordinance regulating kratom-based products. Orange County and the cities of San Diego, Oceanside, Newport Beach, Solana Beach, Jurupa Valley and La Quinta have implemented similar Ordinances. I will turn it over to Council Member Spraggins for more information on the proposed Ordinance.

Council Member Spraggins stated this item is not about banning Kratom, it's about making sure it is regulated properly and accessed appropriately while protecting our community from synthetic 7-OH. 7-OH is a dangerous synthetic and highly addictive substance. We want to regulate Kratom responsibly, but 7-IH is a different monster. It is sold unregulated. This is a public safety issue, especially for our youth. I don't want it to harm anyone, especially when it is easily accessible at gas stations and smoke shops.

Public Comment. City Clerk Crecelius stated there were several emails sent to Council over the last few days related to natural Kratom. I received a Public Comment from Jennifer Gilis related to support for the use of natural Kratom and support for the regulation, not prohibition of the natural whole leaf Kratom.

Council Member Halby would like to match the Riverside County Ordinance.

Councilman Burton moved approval of the recommendation to model an Ordinance after the Riverside County Ordinance. The motion was seconded by Vice Mayor Rodriguez with a unanimous aye vote.

Non-Health Hazard Secondary Contaminants, Hardness and Total Dissolved Solids for City of Blythe's Drinking Water per Secondary Drinking Water Standards. Public Works Director Elegores stated the City's groundwater supply is characterized by a high hardness and elevated total dissolved solids (TDS). These conditions are common in desert and alluvial aquifers, where long residence time and mineral-rich geology contribute to naturally high mineral content. While these water-quality characteristics do not pose health concerns, they do affect customer experience, plumbing longevity, and system operations. Traditionally, reducing hardness and TDS requires large-scale treatment processes such as ion-exchange softening, reverse osmosis, or blending with imported water. However, these solutions involve significant capital investment, high operational costs, and substantial brine disposal requirements costs that are not feasible for the city at this time. Given these constraints, the city is focusing on practical, low-cost strategies that improve water quality impacts without requiring major infrastructure upgrades. These strategies allow the City to mitigate the impacts of high hardness and TDS while avoiding the substantial financial burden associated with full-scale treatment

facilities. As funding opportunities, grants, or regional partnerships become available, the City can reassess long-term treatment options. In the meantime, the focus remains on cost-effective, sustainable measures that protect infrastructure, support customers, and maintain regulatory compliance. Hardness represents the concentration of Calcium and Magnesium Ions in water. Seasonal fluctuations are consistent with groundwater source characteristics. Blythe being an agricultural municipality, recharge from irrigation or return flows that percolate back into the aquifer carrying calcium, magnesium, carbonates and sulfate increase hardness. Hardness is just one of the components of Total Dissolved Solids, therefore it does not determine the TDS value. Total Dissolved Solids consist of the dissolved inorganic salts like Calcium, Magnesium, Sodium, Potassium, Bicarbonate, Chloride, Sulfate & Nitrate and small number of organic matters. TDS is calculated by summing all measured ions with conductivity based – TDS meters. Water softeners work by exchanging Calcium & Magnesium for Sodium on the resin. For every hardness ion removed, the softener releases multiple Sodium ions into the water. This increases the total number of dissolved ions which directly raises TDS. The WWTP do not remove dissolved solids, whatever TDS enters, the same amount leaves unless Reverse Osmosis or Ion Exchange is introduced. To install an RO system at the Water Treatment Plant, initial investment will easily cost hundreds of millions of dollars and an annual operating cost of approximately a half million just for chemicals alone. To process wastewater at the WWTP before dumping to percolate, equipment with initial installation cost of $10M is needed. Another avenue to explore is to request the California State Water Resource Board (SWRCB) for a review and revision of the City's TDS limit. Staff reached the Colorado Basin Regional Water Quality Control Board (Region 7) as the agency responsible for enforcing TDS limits for groundwater protection. The Board does not discourage the request but expressed their opinion of an uphill battle with extensive highly technical supporting data with little chance to be granted the request. Staff contacted Environmental Engineering Consultants for possible provision of Feasibility studies in line with the application. The amount of money that the city must put up to prepare the application package does not equate to the chance of getting a positive result. None of the three methods presented above are feasible considering the city's budget capability. Staff suggests the following options for review to address the water quality issues: Water softening using Culligan Exchange Tanks, softening both hot & cold-water supply or treats hot water only to reduce 50% of usage; Exploring the feasibility of Life Source Water Conditioning or a Brine Capture System. The system uses a conventional water softener, but the brine used in backwashing and the rinse water is captured and transported to the Blythe Wastewater Treatment Plant's Brine Evaporation Pond. In light of the financial constraints identified in the assessment, it is recommended that the City Council require hotel owners to implement and manage the necessary water supply and wastewater treatment solutions.

Public Comment. John Paul Wherli of 245 Eunice Circle stated another option to look into is low pressure vapor distillers. You already have the equipment capable of doing that.

Vice Mayor Rodriguez moved that staff continue with the current recommendations and bring back the research on the other item presented. The motion was seconded by Councilman Burton with a unanimous aye vote.

ORAL REPORTS:

Acting Chief Walnoha reported on Blythe Police Department's presentation of the BPD Drone Program at the CVAG Public Safety Committee Meeting on February 9th.

Vice Mayor Rodriguez stated our staff did a great job at the CVAG Public Safety Meeting. He discussed a regional drone program the Coachella Valley is creating.

Fire Chief Hasler reported on a Fire Training the Department attended related to electric vehicle fires.

Council Member Spraggins announced a rodeo would be coming to Blythe in February 2027.

PUBLIC COMMENT: None

ADJOURN: The City Council meeting was adjourned at 6:53pm.

_____
Joseph DeConinck, Mayor

ATTEST:

_____
Mallory Crecelius, City Clerk

City of Blythe
PERMITS ISSUED
For the Period 2/1/2026 thru 2/28/2026

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
SAB2602-002	ELEC	450 ALICE LANE	ROY AND DEMESIA ROBLES RI	29,771.24	693.87	693.87
2/26/2026	SOLAR	848161016	LGCY INSTALLATION SERVICI			
2/26/2026	ISSUED	Permit Name PV + ST & MPU				
2/26/2026						
SAB2602-001	ELEC	590 NORTH SOLA AVENUE	CARBIN & POWELS	15,000.00	691.95	691.95
2/5/2026	SOLAR	857075006	SUN CAPITAL ENERGY			
2/5/2026	ISSUED	Permit Name PT+ST				
2/5/2026						
B2507-014	ELEC	411 EAST HOBSONWAY	BROTHERS HOTEL INC	3,200.00	394.70	394.70
2/6/2026		845164009	PINK HATS INC			
6/30/2025	FINALED	Permit Name Repair Fire Damaged Electrical				
10/30/2025						
Total for:	**ELEC**			**47,971.24**	**1,780.52**	**1,780.52**

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2602-006	ENCROACHMENT	North Broadway, E Chaparral +++	CITY OF BLYTHE RIGHT OF W/	0.00	185.90	185.90
2/12/2026			TAK BROADBAND CA LLC			
1/26/2026	ISSUED	Permit Name #50153-5305074 *change of contractor				
2/12/2026						
B2512-024	ENCROACHMENT	515 WEST CHANSLORWAY	CITY OF BLYTHE	1,000.00	687.00	687.00
2/5/2026			THE GAS COMPANY			
12/15/2025	ISSUED	Permit Name Leak #2506202, Repair Gas Leak				
12/23/2025						
B2512-025	ENCROACHMENT	950 EAST MURPHY STREET	CITY OF BLYTHE	1,000.00	687.00	687.00
2/5/2026			THE GAS COMPANY			
12/15/2025	ISSUED	Permit Name Leak #2503477, Repair Gas Leak				
12/23/2025						
Total for:	**ENCROACHMENT**			**2,000.00**	**1,559.90**	**1,559.90**

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2602-011	MECH	2657 COLORADO RIVER ROAL	SOTO JR & MARTINEZ	3,000.00	269.00	269.00
2/18/2026		833370031	STEADFAST HEATING AND AI			
2/18/2026	ISSUED	Permit Name Changeout Condenser & Evap Coil				
2/18/2026						
Total for:	**MECH**			**3,000.00**	**269.00**	**269.00**

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2602-005	OTHER	939 EAST HOBSONWAY	US REAL ESTATE HOLDING LL	7,000.00	295.88	295.88
2/13/2026		851054020	OWNER			
2/11/2026	ISSUED	Permit Name Interior Ceiling work				
2/12/2026						
B2601-024	OTHER	515 WEST CHANSLORWAY	ELVIRA L ORTIZ	4,500.00	326.50	326.50
2/13/2026		842132026	OWNER			
1/30/2026	RCVD REVISIONS	Permit Name Add closet to E bedroom				
2/11/2026						
Total for:	**OTHER**			**11,500.00**	**622.38**	**622.38**

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2601-023	PATIO	3897 BIRDIE COURT	DOUG PRALL	6,000.00	312.45	312.45
2/2/2026	SLAB ONLY	821242031	HERIBERTO MORENO			
1/30/2026 2/2/2026	FINALED	Permit Name FLAT WORK WITH FOOTINGS FOR FUTURE PATIO				
Total for:	**PATIO**			**6,000.00**	**312.45**	**312.45**

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2602-002	PLUMB	481 NORTH LOVEKIN BOULEV	BLYTHE CHURCH OF CHRIST	8,000.00	262.00	262.00
2/11/2026	REPAIR	836071002	LUSK PLUMBING			
2/4/2026 2/10/2026	ISSUED	Permit Name Replace sewer w/ABS				
B2601-015	PLUMB	146 SOUTH BROADWAY	WADE CRE	991.00	38.00	38.00
2/27/2026	WATER HEATER	848061032	CRECELIUS INC			
1/23/2026 1/23/2026	ISSUED	Permit Name WATER HEATER				
Total for:	**PLUMB**			**8,991.00**	**300.00**	**300.00**

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2602-001	RERF	321 SOUTH SIXTH STREET	ALBERT & ROSEMARY ALBAN	12,000.00	185.36	185.36
2/2/2026	OVER EXIST	848172003	OWNER			
2/2/2026 2/2/2026	FINALED	Permit Name OVER EXISTING 1590 SQ FT				
Total for:	**RERF**			**12,000.00**	**185.36**	**185.36**

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
RC2601-001	RIVCOUNTY	11536 18TH AVENUE	MICHAEL CALABRESE	70,000.00	533.70	533.70
2/11/2026		869270005	FORGIVEN INC			
1/2/2026 2/11/2026	ISSUED	Permit Name POOL & SPA				
Total for:	**RIVCOUNTY**			**70,000.00**	**533.70**	**533.70**

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2602-007	SIGN	301 SOUTH SEVENTH STREET	SUCHIE LIVING TRUST U A DT	3,000.00	249.75	249.75
2/27/2026		848171037	MIKE'S ELECTRIC-CALLS INC			
2/12/2026 2/27/2026	ISSUED	Permit Name				
Total for:	**SIGN**			**3,000.00**	**249.75**	**249.75**

Permit No./Issued

Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2601-022	SOLAR	1325 WEST BARNARD STREET	JOSE LUNA	8,845.10	828.15	828.15
2/5/2026	SOLAR	836154021	LGCY INSTALLATION SERVICE			
1/28/2026 2/4/2026	ISSUED	Permit Name ROOF SOLAR PV + ST				

B2602-008	SOLAR	300 SOUTH FIRST STREET	DIANA & MIGUEL GUTIERREZ	11,257.40	846.46	846.46
2/24/2026	SOLAR	848141021	LGCY INSTALLATION SERVICE			
2/10/2026	ISSUED	Permit Name ROOF SOLAR PV, ST & MPU				
2/18/2026						
Total for:	**SOLAR**			**20,102.50**	**1,674.61**	**1,674.61**

17 Permits Issued from 2/1/2026 Thru 2/28/2026

Total Valuation:	**$184,564.74**
Total Fees:	**$7,487.67**
Total Fees Paid:	**$7,487.67**

Permit No.	Applied	Type	Subtype	Status	Site Address/Parcel No.	Applicant/Owner/Contractor
L2602-001	2/5/2026	BUSINESSLICENS		APPLIED	321 WEST HOBSONWAY STE C	HOPE VALLEY HEALTH
Permit Name	HOPE VALLEY HEALTH				845131015	BLYTHE 321 LLC
Description:	(2/5/2026 10:50 AM LR)					
	321 WEST HOBSONWAY					
L2602-002	2/6/2026	BUSINESSLICENS		APPLIED	241 SOUTH NEIGHBOURS BOULEVA	
Permit Name	ELECTRIC VEHICLE CHARGING FUELING SITE				824142015	DRIVE BLYTHE LLC
Description:						
L2602-003	2/17/2026	BUSINESSLICENS		APPLIED	370 SOUTH LOVEKIN BOULEVARD	ALBERTACOS MEXICAN FOOD
Permit Name	Albertacos				848100027	BLYTHE CALIFORNIA LLC
Description:						
L2602-004	2/25/2026	BUSINESSLICENS		APPLIED	761 EAST HOBSONWAY	CUSICK CORPORATION
Permit Name	7TH STREET VALERO				845170005	N 7TH STREET PLAZA LLC
Description:						

4 Permit Applications from 2/1/2026 Thru 2/28/2026

City of Blythe
Permits Applications Received
For the Period 2/1/2026 thru 2/28/2026

Permit No.	Applied	Type	Subtype	Status	Site Address/Parcel No.	Applicant/Owner/Contractor
BP2602-001	2/4/2026	BURNPERMIT		FINALED	221 LEE STREET	
Permit Name	TUMBLEWEEDS/PILED WOOD WASTE/BRUSH				842060004	FIDEL RANGEL
Description:						
BP2602-002	2/9/2026	BURNPERMIT		FINALED	982 NORTH BROADWAY	OWNER
Permit Name	Piled Wood Waste/Brush				839140001	EFRAIN & ELSA MORENO
Description:						
BP2602-003	2/10/2026	BURNPERMIT		FINALED	312 COTTONWOOD LANE	OWNER
Permit Name	Tumbleweeds & Piled Wood Waste/Brush				854110036	DONALD & MARY WATTS
Description:	INCLUDES 854110035, 854110036, 854110037 & 854110038					
BP2602-004	2/10/2026	BURNPERMIT		FINALED	1726 NORTH LOVEKIN BOULEVARD	SCOTT KNIGHT
Permit Name	TUMBLEWEEDS & TREE TRIMMINGS				830160006	WILLIAM BRODY GROFF
Description:	BURNING APPROX 1/8 ACRE, PERMIT 2024-035, 3.02 ACRES					
BP2602-005	2/10/2026	BURNPERMIT		FINALED	140 HEFLIN DRIVE	OWNER
Permit Name	Piled Wood Waste / Brush				824170047	MICHAEL & JANIS LENDWAY
Description:						
BP2602-006	2/10/2026	BURNPERMIT		FINALED	ALL FIELDS IN CITY LIMITS	R & L WATKINS INC
Permit Name	BRUSH (WEEDS)				848083020	CASTANIS ET AL
Description:	ALL CASTANIS PROPERTIES: EAST HOBSONWAY, 14TH AVENUE NEAR 95 & 14TH AVENUE NEAR RIVER VALLEY					
BP2602-007	2/10/2026	BURNPERMIT		FINALED	1255 EAST RICE STREET	R & L WATKINS INC
Permit Name	Piled Wood Waste/Brush (Weeds)				854040034	WATKINS ENTERPRISES
Description:						
BP2602-008	2/18/2026	BURNPERMIT		APPLIED	2047 AGATE TERRACE ROAD	OWNER
Permit Name	Piled Wood Waste/Brush				857190012	MICHAEL & CINDY LANCE
Description:						
BP2602-009	2/10/2026	BURNPERMIT		APPLIED	800 block RIVIERA DRIVE	R & L WATKINS INC
Permit Name	Brush (Weeds)				869240018	EDWARD LOSINSKI
Description:	debris from 3 lots: 869240013, 869240017 & 869240018 burning across lots: 869240036 thru 869240038					
BP2602-010	2/5/2026	BURNPERMIT		APPLIED	2157 FOOTHILL TRAIL	JOHN EDWIN ROBERTS
Permit Name	Piled Wood Waste/Brush				821180020	ROBERTS & CRAIG
Description:						
BP2602-011	2/18/2026	BURNPERMIT		FINALED	ALL FIELDS IN CITY LIIMITS	JOEY DECONINCK
Permit Name	AG-Bermuda Grass, Stubble, Weeds, Ditches					VARIOUS
Description:	PERMIT 2024-026, APPROX 100 ACRES					

11 Permit Applications from 2/1/2026 Thru 2/28/2026

City of Blythe
Permits Applications Received
For the Period 2/1/2026 thru 2/28/2026

Permit No.	Applied	Type	Subtype	Status	Site Address/Parcel No.	Applicant/Owner/Contractor
F2602-001	2/20/2026	ANNLFIRE		FINALED	1271 NORTH EUCALYPTUS AVENUE 839010009	K-LOVE KARE OSCAR & KRISTINA GAMEZ
Permit Name Description:	for a capacity of 6					

1 Permit Applications from 2/1/2026 Thru 2/28/2026

City of Blythe
Projects by Type, Status and Date
For the Period 2/1/2026 thru 2/28/2026

PLANNER NAME: JASON BROWN

Project Number	Project Type Owner Name Site Address	Project Name	Date Applied Date Expired	Status of Project Date Approved Date Closed
PAINT2602-001	PAINT CITY OF BLYTHE 235 NORTH BROADWAY		2/13/2026	RECIEVED
Comments:				
PAINT2602-002	PAINT CITY OF BLYTHE 240 NORTH SPRING STREET		2/13/2026	RECIEVED
Comments:				
PAINT2602-003	PAINT CITY OF BLYTHE 201 NORTH COMMERCIAL STREET		2/13/2026	RECIEVED
Comments:				

Total Projects for JASON BROWN For the Period 2/1/2026 thru 2/28/2026: 3

PLANNER NAME: MALLORY CRECELIUS

Project Number	Project Type Owner Name Site Address	Project Name	Date Applied Date Expired	Status of Project Date Approved Date Closed
PRC2602-001	PRC LA CASITA CAFE INC 830 WEST RICE STREET	PANDA EXPRESS	2/9/2026	RECIEVED
Comments:				
PRC2602-002	PRC LELAND & MARTHA CORMELL 900 WEST DONLON STREET	EVC & PARKING	2/18/2026	RECIEVED
Comments:				

Total Projects for MALLORY CRECELIUS For the Period 2/1/2026 thru 2/28/2026: 2

PLANNER NAME: MICHELLE VAN DYKE

Project Number	Project Type Owner Name Site Address	Project Name	Date Applied Date Expired	Status of Project Date Approved Date Closed
VP2602-001	VACANT PROPERTY JESSE & OK SUN NORMAN 613 WILLIAMS ROAD		2/9/2026	RECIEVED
Comments:				
VP2602-002	VACANT PROPERTY PIETRI & RODRIGUEZ 491 MONTEZUMA STREET		2/9/2026	RECIEVED
Comments:				

Total Projects for MICHELLE VAN DYKE For the Period 2/1/2026 thru 2/28/2026: 2

City of Blythe
Projects by Type, Status and Date
For the Period 2/1/2026 thru 2/28/2026

PLANNER NAME: RICKY AGUILAR

Project Number	Project Type Owner Name Site Address	Project Name	Date Applied Date Expired	Status of Project Date Approved Date Closed
G2602-001	GRAFFITI DAVID LAMB & 425 WEST CHANSLORWAY	covered graffiti	2/3/2026	COMPLETED
Comments:				
G2602-002	GRAFFITI APPLEBY PROJECT LLC 401 SOUTH THIRD STREET	covered graffiti	2/3/2026	COMPLETED
Comments:				
G2602-003	GRAFFITI CITY OF BLYTHE 375 EAST DONLON STREET	playground	2/3/2026	COMPLETED
Comments:				
G2602-004	GRAFFITI 1300 block of W BARNARD ST	water station	2/3/2026	COMPLETED
Comments:				
G2602-005	GRAFFITI CITY OF BLYTHE TODD PARK	bathrooms	2/3/2026	COMPLETED
Comments:				
G2602-006	GRAFFITI BLYTHE HOLDINGS LLC 1790 WEST HOBSONWAY		2/3/2026	COMPLETED
Comments:				
G2602-007	GRAFFITI THE LORD WE TRUST 439 SOUTH LOVEKIN BOULEVARD	covered graffiti	2/3/2026	COMPLETED
Comments:				
G2602-008	GRAFFITI 100 block of N 9TH ST	neighborhood watch sign	2/3/2026	COMPLETED
Comments:				
G2602-009	GRAFFITI 100 block of N 9TH ST	speed limit sign	2/3/2026	COMPLETED
Comments:				

G2602-010	GRAFFITI	light pole	2/4/2026	COMPLETED
	100 block of N BROADWAY			
Comments:				
G2602-011	GRAFFITI	stop sign	2/4/2026	COMPLETED
	200 block of S SPRING ST			
Comments:				
G2602-012	GRAFFITI	stop sign	2/4/2026	COMPLETED
	100 alley way of E RICE ST			
Comments:				
G2602-013	GRAFFITI	stop sign	2/4/2026	COMPLETED
	100 block of N ASH AVE			
Comments:				
G2602-014	GRAFFITI JOSEPH MICHAEL HALBY 202 EAST HOBSONWAY	covered graffiti	2/4/2026	COMPLETED
Comments:				
G2602-015	GRAFFITI	stop sign	2/4/2026	COMPLETED
	300 block of N EUCALYPTUS AVE			
Comments:				
G2602-016	GRAFFITI	stop sign	2/4/2026	COMPLETED
	400 block of E MURPHY ST			
Comments:				
G2602-017	GRAFFITI	stop sign	2/4/2026	COMPLETED
	100 block of S 6TH ST			
Comments:				
G2602-018	GRAFFITI RENOVA PROPERTIES 1020 EAST BARNARD STREET	covered graffiti	2/10/2026	COMPLETED
Comments:				
G2602-019	GRAFFITI	stop sign	2/10/2026	COMPLETED
	500 block of W CALIFORNIA LN			
Comments:				

G2602-020	GRAFFITI	children playing sign	2/10/2026	COMPLETED
	400 block of CARLTON AVE			
Comments:				
G2602-021	GRAFFITI	stop sign	2/10/2026	COMPLETED
	200 alley way of N 3RD ST			
Comments:				
G2602-022	GRAFFITI	stop sign	2/10/2026	COMPLETED
	1900 block of E HOBSONWAY			
Comments:				
G2602-023	GRAFFITI	stop sign	2/10/2026	COMPLETED
	300 block of E STEWART ST			
Comments:				
G2602-024	GRAFFITI	bus stop	2/10/2026	COMPLETED
	100 block of E 14TH AVE			
Comments:				
G2602-025	GRAFFITI	stop sign	2/11/2026	COMPLETED
	2600 block of E CHANSLORWAY			
Comments:				
G2602-026	GRAFFITI	fire hydren	2/11/2026	COMPLETED
	800 block of VISTA SUNRISE ST			
Comments:				
G2602-027	GRAFFITI	electric pole	2/11/2026	COMPLETED
	400 block of W 14TH AVE			
Comments:				
G2602-028	GRAFFITI	electric pole	2/11/2026	COMPLETED
	400 block of W 14TH AVE			
Comments:				
G2602-029	GRAFFITI	electric pole	2/11/2026	COMPLETED
	400 block of W 14TH AVE			
Comments:				

G2602-030	GRAFFITI	traffic light pole	2/11/2026	COMPLETED
	300 block of S LOVEKIN BLVD			
Comments:				
G2602-031	GRAFFITI	pedastrian crossing sign	2/11/2026	COMPLETED
	800 block of N LOVEKIN BLVD			
Comments:				
G2602-032	GRAFFITI	bathroom	2/11/2026	COMPLETED
	CITY OF BLYTHE			
	TODD PARK			
Comments:				
G2602-033	GRAFFITI	covered graffiti	2/11/2026	COMPLETED
	OPPORTUNITY ENTERPRISES SD LLC			
	945 EAST HOBSONWAY			
Comments:				
G2602-034	GRAFFITI	stop sign	2/11/2026	COMPLETED
	400 block of E AVE A			
Comments:				
G2602-035	GRAFFITI	covered graffiti	2/18/2026	RECIEVED
	HERRERA & ROBLES ET AL			
	322 WEST HOBSONWAY			
Comments:				
G2602-036	GRAFFITI	covered graffiti	2/18/2026	COMPLETED
	DESERT HORIZON			
	691 WEST HOBSONWAY			
Comments:				
G2602-037	GRAFFITI	covered graffiti	2/18/2026	COMPLETED
	HPD RIVERSIDE & NATL HOUSING C			
	200 NORTH LOVEKIN BOULEVARD			
Comments:				
G2602-038	GRAFFITI	fire hydren	2/18/2026	COMPLETED
	100 block of N SOLANO			
Comments:				
G2602-039	GRAFFITI	covered graffiti	2/18/2026	COMPLETED
	REGINA C GONZALEZ			
	411 NORTH SOLA AVENUE			
Comments:				

G2602-040	GRAFFITI 300 block of TESORO LN	stop sign	2/18/2026	COMPLETED
Comments:				
G2602-041	GRAFFITI 300 block of S 3RD ST	fire hydren	2/18/2026	COMPLETED
Comments:				
G2602-042	GRAFFITI TINA M BLACK 455 NORTH SECOND STREET	covered graffiti	2/18/2026	COMPLETED
Comments:				
G2602-043	GRAFFITI 100 alley way of S 2ND ST	stop sign	2/18/2026	COMPLETED
Comments:				
G2602-044	GRAFFITI 700 block of E CHANSLORWAY	pedatrian crossing sign	2/19/2026	COMPLETED
Comments:				
G2602-045	GRAFFITI DAVID LAMB & 425 WEST CHANSLORWAY	covered graffiti	2/19/2026	COMPLETED
Comments:				
G2602-046	GRAFFITI 500 block of N 7TH ST	sewer lift	2/19/2026	COMPLETED
Comments:				
G2602-047	GRAFFITI 500 block of N 7TH ST	stop ahead sign	2/19/2026	COMPLETED
Comments:				
G2602-048	GRAFFITI JOSEPH MICHAEL HALBY 202 EAST HOBSONWAY	covered graffiti	2/19/2026	COMPLETED
Comments:				
G2602-049	GRAFFITI 300 block of N 7TH ST	speed limit sign	2/19/2026	COMPLETED
Comments:				

G2602-050	GRAFFITI LOUISE ALFORD 221 NORTH THIRD STREET	covered graffiti	2/19/2026	COMPLETED
Comments:				
G2602-051	GRAFFITI 600 block of WISCONSIN ST	stop sign	2/19/2026	COMPLETED
Comments:				
G2602-052	GRAFFITI VIRGIL & RASAMEE JAYCOX 1936 EAST HOBSONWAY	covered graffiti	2/19/2026	COMPLETED
Comments:				
G2602-053	GRAFFITI CITY OF BLYTHE 250 SOUTH COLORADO RIVER ROAD	covered graffiti	2/19/2026	COMPLETED
Comments:				
G2602-054	GRAFFITI HOLT GROUP R P PARTN 201 EAST HOBSONWAY	covered graffiti	2/24/2026	COMPLETED
Comments:				
G2602-055	GRAFFITI 300 block of S INTAKE BLVD	electric box	2/24/2026	COMPLETED
Comments:				
G2602-056	GRAFFITI 1100 block of W CHANSLORWAY	P.V.I.D canal	2/24/2026	COMPLETED
Comments:				
G2602-057	GRAFFITI HPD RIVERSIDE & NATL HOUSING C 200 NORTH LOVEKIN BOULEVARD	covered graffiti	2/24/2026	COMPLETED
Comments:				
G2602-058	GRAFFITI CITY OF BLYTHE 500 SOUTH LOVEKIN BOULEVARD	restrooms	2/24/2026	COMPLETED
Comments:				

Total Projects for RICKY AGUILAR For the Period 2/1/2026 thru 2/28/2026: 58

City of Blythe
Cases Opened (By Type)
For the Period 2/1/2026 thru 2/28/2026

Type of Case	Number opened
BLDG	1
COMPLAINT	6
FIRE	1
TRASH	1
WEED	5
WITNESS IN FIELD	2
ZONING	1

Total Cases Opened: 17

Total cases closed in February: 11

Remaining active cases: 266

CITY OF BLYTHE FIRE DEPARTMENT
MONTHLY INCIDENT AND ACTIVITY REPORT
February 2026

Incident	Total
Public Assist / Rescue / Medical Aid	56
Structure	3
Vehicle Fire	1
Brush, Grass, Leaves	3
Trash, Rubbish, Dumpster	2
Other	3
Total # of Incidents	**68**

Activity	
Drills	4
Staff Meeting	1
Races	3
Training	1
Total Activities	**9**

Respectfully Submitted

Ronald Hasler, Fire Chief

BLYTHE POLICE DEPARTMENT

240 North Spring Street • Blythe, CA 92225 • (760) 922-6111
Keith Walnoha, Acting Chief of Police

Monthly Incident and Activity Report
February 2026

Incident	Total
Resident Burglaries	0
Commercial Burglaries	0
Vehicle Burglaries	0
Domestic Violence	3
Battery	3
Grand Theft	3
Petty Theft	1
Shoplifting	2
Traffic Collision-Injury	2
Traffic Collision-Non injury	2
Traffic Collision-Hit and Run	1
Driving Under the Influence	3
Vandalisms	4
Trespassing	1
Prowlers	0
Public Intoxication	6
Alarm	21
Abandoned Vehicle Abatement	4
AVA Vehicles Tows	0
Vehicle Red Tags	1
Hospital Helicopter Landings	6
Documented Police Reports	133
Total Incidents	**1443**

BLYTHE POLICE DEPARTMENT

240 North Spring Street • Blythe, CA 92225 • (760) 922-6111

Keith Walnoha, Interim Chief of Police

Quality of Life Program

The statistics listed below reflect total numbers of the Quality-of-Life Program for February 2026.

Quality of Life Detail:	**February**	**Year to Date**
People contacted.	**119**	**218**
People given bus tickets and left town to seek resources elsewhere.	**2**	**4**
People assisted with obtaining their ID or Social Security Cards to register for housing and assistance.	**3**	**5**
People transported to or referred to DPSS/Mental Health.	**93**	**180**
People detained under 5150 Welfare and institutions Code and transported for treatment.	**8**	**14**
People sent to rehab.	**0**	**1**
People sent for substance abuse.	**2**	**2**
People picked up by a family member and taken home out of town.	**0**	**0**
Patrol assisted	**0**	**5**
Enforcement action taken(Arrests and Warrants)	**0**	0
Traffic Detail:		
Citations issued for various traffic related violations.	**0**	**0**
Traffic enforcement/ vehicle stops resulting in warnings for minor violations.	**3**	**4**
Vehicles stored	**0**	**0**
Complaints/Red/Yellow tags	**0**	**2**

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: March 10, 2026

SUBJECT: Continued participation in the Operation Stonegarden Grant Program

PRESENTED BY: Keith Walnoha, Chief of Police (A)

PREPARED BY: Keith Walnoha, Chief of Police (A)

RECOMMENDATION: Staff recommends the City Council authorize the Interim City Manager to execute the required Agreement to participate in the Operation Stonegarden Grant Program (OPSG), for year 2025, once reviewed and approved by the City Attorney, and authorize staff to expend the grant funding up to $132,140.74 as authorized under the Agreement.

FISCAL IMPACT: OPSG funding will reimburse the City for overtime wages, benefits equipment and mileage up to the amount of $132,140.74 expended by police department personnel while participating in this operation. Future equipment grant funds may also be available to the City through this program.

BACKGROUND: OPSG funding is provided by the U.S. Department of Homeland Security (DHS) passed through the California Governor's Office of Emergency Services. The funding is to be used to support The DHS Customs and Border Protection and Office of the Border Patrol efforts to improve border security in the region.

In years past, the Blythe Police Department participated in the OPSG, and received funding to support overtime operations and equipment purchases. The city was forced to drop out when we were no longer able to comply with the grant requirement to provide immigration enforcement and detail the immigration status of those arrested. Immigration enforcement is no longer a grant requirement, so we are able to participate in OPSG operations once again.

STAFF REPORT: Blythe Police Staff have been aggressively seeking outside funding for additional law enforcement resources and have worked closely with The US Border Patrol and The Imperial County Sheriff's Department to be included in their established OPSG funding.

If approved, the funds will be used on overtime patrols, focused on interrupting drug trafficking operations in and around the Palo Verde Valley. These grant funds will be used to increase patrol, multiagency operations and collaboration with local, state and federal law enforcement agencies.

ATTACHMENTS:

1. 2025 Operation Stonegarden Grant Program Agreement

AGREEMENT FOR THE

FISCAL YEAR 2025 OPERATION STONEGARDEN GRANT PROGRAM

THIS AGREEMENT ("Agreement"), made and entered into effective the _____day of_____ _____, 2025, is by and between the following parties (individually, "Party;" collectively, "Parties"), for program support of the FY 2025 Operation Stonegarden Grant ("OPSG"):

- **COUNTY OF IMPERIAL**, a political subdivision of the State of California, by and through its Sheriff's Office, Department of Probation, and District Attorney's Office ("County" or "County Parties"),
- **IMPERIAL COUNTY NARCOTICS TASK FORCE** ("ICNTF"),
- **CALIFORNIA HIGHWAY PATROL**, by and through its Calexico, El Centro, and Winterhaven Offices ("CHP"),
- **CITY OF BLYTHE,** an incorporated city within the County of Riverside, by and through its Police Department ("Blythe"),
- **SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT**,
- **CITY OF BRAWLEY**, an incorporated city within the County of Imperial, by and through its Police Department ("Brawley"),
- **CITY OF WESTMORLAND,** an incorporated city within the County of Imperial, by and through its Police Department ("Westmorland"),
- **CITY OF CALEXICO**, an incorporated city within the County of Imperial, by and through its Police Department ("Calexico"),
- **CITY OF EL CENTRO**, an incorporated city within the County of Imperial, by and through its Police Department ("El Centro"),
- **CITY OF IMPERIAL**, an incorporated city within the County of Imperial, by and through its Police Department ("Imperial"), and
- **CITY OF CALIPATRIA**, an incorporated city within the County of Imperial, by and through its Police Department ("Calipatria"), and
- **COUNTY OF RIVERSIDE**, a political subdivision of the State of California by and through its Sheriff's Office, ("County of Riverside").

RECITALS

WHEREAS, County received funds from the U.S. Department of Homeland Security ("DHS") passed through the California Governor's Office of Emergency Services ("CalOES"), under the OPSG Program for fiscal year 2025; and

WHEREAS, said funds shall be used to support the OPSG Program to enhance law enforcement preparedness and operational readiness along the border lands of the United States located within the County; and

WHEREAS, Government Code §§ 55631 and 55632 authorize the legislative body of any local agency to contract with any other local agency for the furnishing of police protection to such other local agency, where a "local agency" includes a neighboring city, county, federal government, or any federal department or agency; and

WHEREAS, the Parties desire to enter into an agreement with provisions concerning the nature, scope, and extent of OPSG collaboration, services rendered, and compensation; and

WHEREAS, County, by action of the Board of Supervisors through Minute Order No.____, dated _____, 2026, approved and authorized the Imperial County Sheriff to enter into this Agreement with participating agencies, and to sign all grant documents necessary to receive OPSG funds that will be used to reimburse the participating agencies under this Agreement; and

WHEREAS, the Parties agree to maintain documentation supporting all expenditures reimbursed from OPSG funds, ensure all expenditures are allowable under grant requirements, adhere to their jurisdictions authorized procurement methods, and submit an organization-wide financial and compliance audit report of **Two Million Dollars ($2,000,000.00)** or more of OPSG federal funds are expended in a fiscal year; and

WHEREAS, documentation and records shall be maintained and retained in accordance with OPSG requirements and shall be available for audit and inspection; and

WHEREAS, for accounting purposes, the following is a description of OPSG funds: Federal Grantor Agency: U.S. Department of Homeland Security; Pass Through Agency: California Governor's Office of Emergency Services; Program Title: Homeland Security Grant Program; Federal CFDA Number: 97.067.

NOW THEREFORE, and in consideration of the covenants and conditions hereinafter contained, it is agreed between Parties as follows:

1. **PURPOSE AND INTENT.**

The purpose of this Agreement is to satisfy the OPSG proposal submitted to and awarded by DHS and passed through CalOES under the OPSG for fiscal year 2025-2026.

2. **SCOPE OF WORK.**

2.1. **Method of Service Delivery.**

2.1.1. County's Sheriff's Office will maintain the OPSG and will be administratively responsible for coordination of Parties' obligations under this Agreement.

2.1.2 The OPSG will be staffed as described in Paragraph 4. – Standards of Service: Obligations of the Parties.

2.2. **Overview of Basic Services.**

2.2.1. Parties will provide OPSG activities by increasing the presence of law enforcement personnel in their designated areas of jurisdiction, in order to support DHS's Bureau of Customs and Border Protection ("CBP") and Office of the Border Patrol ("OBP") efforts to improve border security in the region.

2.2.2 Parties will enforce local and state laws within the agency's jurisdiction and will not enforce immigration laws on behalf of CBP/OBP.

2.2.3 Parties will conduct OPSG activities consistent with the California Values Act, including but not limited to Government Code Section 7284.6(b) and the following conditions:

(a) The primary purpose of OPSG activities will not be immigration enforcement, as defined in subdivision (f) of Government Code Section 7284.4.

(b) The enforcement or investigative duties will be primarily related to a violation of state or federal law unrelated to immigration enforcement.

(c) Participation in OPSG activities by a California law enforcement agency will not violate any local law or policy to which it is otherwise subject.

3. **TERM OF AGREEMENT.**

3.1. **Initial Term.** The term of this Agreement shall be from September 1, 2025, and shall continue in effect through and terminate at midnight on August 31, 2028 subject to the provisions in Paragraphs 3.2. and 3.3. below.

3.2. **Option to Extend.** Renewal or extension of this Agreement beyond August 31, 2028 shall be subject to remaining grant funds and to a time extension approved by DHS and passed through CalOES.

3.3. **Termination.** Subject to the applicable provisions of State law, any Party may terminate its participation in this Agreement upon a minimum of ninety (90) days written notice to the other Parties.

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4. STANDARDS OF SERVICE AND OBLIGATIONS OF PARTIES.

4.1. **Anticipated Outcome.**

4.1.1. The anticipated outcome of the OPSG activities, to be provided by Parties under this Agreement, is the increased presence of law enforcement personnel in their designated areas of jurisdiction, to support CBP/OBP efforts to improve border security in the region.

4.1.2. The anticipated outcome will be reached by achieving the goals and accomplishing the missions set forth in this Agreement and in CBP's "Operations Order Report," hereinafter referred to as **Exhibit "A"** and incorporated by reference as though fully set forth herein.

(a) Parties will provide enhanced enforcement by increasing patrol presence in proximity to the border and/or routes of ingress from the border.

(b) Parties will utilize their unique investigatory and prosecutorial areas of expertise in operations targeting criminal aliens upon reasonable suspicion of, or for violation of, Section 1326 (a) of Title 8 of the United States Code that may be subject to the enhancement specified in Section 1326(b)(2) of Title 8 of the United States Code, if detected during an unrelated law enforcement activity, to document fraud, and for intelligence development

including making necessary inquiries as permitted by Government Code Section 7284.6(b).

(c) Parties shall increase intelligence/information sharing among each other, which includes but is not limited to the following activities:

(i) Conducting monthly meetings with a minimum of one (1) representative from each Party; and.

(ii) Sharing information during law enforcement operations.

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4.2. **Personnel Qualifications and Assignment.**

4.2.1 All Party personnel who perform OPSG activities pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification.

4.2.2. Parties shall provide OPSG with qualified personnel to meet performance standards and scope of service defined herein and as further specified in **Exhibit "A."**

4.2.3. County Participating Agency Discretion.

(a) County's Sheriff's Office shall be responsible for the management, direction, and supervision of its OPSG personnel, and the standards of performance, discipline, and all other matters incidental to the performance of such services, in its sole but reasonable judgment, and in accordance with the provisions of applicable labor agreements.

(b) County's Sheriff's Office shall be the appointing authority for all of its personnel provided to OPSG by this Agreement.

(c) County's Department of Probation shall be responsible for the management, direction, and supervision of its OPSG personnel, and the standards of performance, discipline, and all other matters incidental to the performance of such services, in its sole but reasonable judgment, and in accordance with the provisions of applicable labor agreements.

(d) County's Department of Probation shall be the appointing authority for all of its personnel provided to OPSG by this Agreement.

(e) Non-County Parties shall have no liability for any direct payment of salary, wages, indemnity or other compensation or benefit to persons engaged in County's performance of this Agreement.

4.2.4. Non-County Parties' Discretion.

(a) Non-County Parties shall be responsible for the management, direction, and supervision of their respective OPSG personnel, and the standards of performance, discipline, and all other matters incident to the performance of such services, in each respective non-County Party's sole but reasonable judgment, and in accordance with the provisions of applicable labor agreements.

(b) Each non-County Party shall be the appointing authority for its respective personnel provided to the OPSG by this Agreement.

(c) County shall have no liability for any direct payment of salary, wages, indemnity or other compensation or benefit to persons engaged in non-County Party performance of this Agreement.

4.2.5. OPSG Coordinators.

(a) County's Sheriff's Office shall select and designate an OPSG Coordinator who shall manage and direct the OPSG.

(b) County's Department of Probation and each non-County Party shall select and designate an OPSG Coordinator under this Agreement.

(c) The designated OPSG Coordinator for each Party shall implement, as needed, appropriate procedures governing the performance of all requirements under this Agreement, and shall be responsible for meeting and conferring in good faith in order to address any disputes which may arise concerning implementation of this Agreement.

4.2.6. Staffing for Basic Services. Parties shall ensure that adequate numbers of their qualified respective personnel are provided to OPSG activities at all times during the term of this Agreement to meet the commitments set forth herein.

4.2.7. Pre-Authorization of Overtime.

(a) The OPSG Coordinator for each participating agency will be responsible for authorizing all OPSG overtime prior to any detail.

(b) Any overtime scheduled for the OPSG Coordinator must be approved by the department head or city manager.

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4.2.8. Equipment and Supplies.

(a) County's Sheriff's Office will provide its OPSG personnel with all supplies and/or prescribed safety gear, body armor and or standard issue equipment necessary to perform OPSG activities.

(b) County's Department of Probation will provide its OPSG personnel with all supplies and/or prescribed safety gear, body armor and or standard issue equipment necessary to perform OPSG activities

(c) Non-County Parties will provide their respective OPSG personnel with all supplies and/or prescribed safety gear, body armor and/or standard issue equipment necessary to perform OPSG activities unless otherwise specified in **Exhibit "A."**

4.2.9. Party Monitoring. The County will monitor the performance of the Parties against goals and performance standards set forth in this Agreement. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Party/Parties within a reasonable period of time after being notified by the County, suspension or termination procedures will be initiated.

5. COST OF SERVICES/CONSIDERATION.

5.1. **General.**

5.1.1. As full consideration for the satisfactory performance and completion by non-County Parties of OPSG activities set forth in this Agreement, County shall pay non-County Parties for personnel assigned to perform OPSG activities on the basis of invoices and submittals as set forth hereunder.

5.1.2. Parties agree that awarded funds, identified as allowable costs as set forth in **Exhibit "A"** shall be expended only for OPSG activities, operating expenses, and equipment as detailed in **Exhibit "A"** for the applicable grant year, and that unallowable costs are not reimbursed.

5.1.3. No reimbursement shall be made to a Party during any period of time within which that Party is in default on filing any informational or financial reports required by County. County, through its Sheriff's Office, shall make any necessary adjustments to Party claims to correct for previous overpayments and disallowances or underpayments.

5.1.4. Payments made by County are dependent on the continued availability of grant funds from DHS passed through CalOES.

5.1.5. The amount of available OPSG funds shall not exceed **Two Million Dollars ($2,000,000.00)**, unless otherwise provided for under this Agreement.

5.2. **Personnel Cost/Rate of Compensation.**

5.2.1. During the term of this Agreement, County shall compensate Parties for preauthorized overtime worked by personnel assigned to perform OPSG activities.

5.2.2. Compensation made by County is based upon available funding and the actual costs incurred by Parties to provide OPSG activities under this Agreement.

5.3. **Method of Payment.**

5.3.1. Non-County Parties shall fax an itemized invoice, timesheets and any other related supporting documentation that represents amounts due under this Agreement to County's Sheriff's Office no later than 5:00 p.m., ten (10) business days following the end of each calendar month during the term of this Agreement.

5.3.2. Invoices, timesheets and other related supporting documentation must have the

signature of each non-County Party's OPSG Coordinator, or his or her designee, certifying that the invoices, timesheets, and related documentation are true and correct.

5.3.3. Non-County Parties shall mail original documents in Paragraph 5.3.1. no later than 5:00 p.m. of the eleventh (11th) business day following the end of each calendar month during the term of this Agreement to:

Imperial County Sheriff's Department
Fiscal Unit, Ref. OPSG
PO Box 1040
El Centro, CA 92244.

5.3.4. Within ten (10) business days after receipt of a valid invoice, County's Sheriff's Office will process the request for reimbursement to DHS passed through CalOES.

5.3.5. Within ten (10) business days after receipt of reimbursement funds from DHS passed through CalOES, County's Sheriff's Office will submit a claim for payment to County's Auditor-Controller to pay non-County Parties for the service agreed to.

(a) County will request cash advances on the grant funds from DHS passed through CalOES each quarter during the term of this Agreement.

(b) When County has a positive balance in its OPSG account, County will pay non-County Parties for the service agreed to within ten (10) business days of receipt of valid invoices.

5.3.6. Non-County Parties shall maintain payroll records for each and every person whose costs are reimbursable under this Agreement, to include, at a minimum, the person's name, classification, duty position, task and regular/overtime hours worked.

5.3.7. Upon request, non-County Parties shall make available to County's Sheriff's Office all payroll records and other records that relate to the services provided under this Agreement.

5.3.8. County Departments shall obtain reimbursement for qualifying OGSP activities through procedures to be agreed upon within County.

6. **INDEMNIFICATION.**

6.1. **Indemnification Related to Workers' Compensation and Employment.**

6.1.1. County shall fully indemnify and hold harmless all non-County Parties and their respective officers, employees and agents from any claims, losses, fines, expenses (including attorneys' fees and court costs), costs, damages or liabilities arising from or related to:

(a) Any Workers' Compensation claim or demand or other Workers' Compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of County or any contract labor provider retained by County; or

(b) Any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of County.

6.1.2. Non-County Parties shall fully indemnify and hold harmless County and its officers, employees and agents from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to:

(a) Any Workers' Compensation claim or demand or other Workers' Compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the respective non-County Party or any contract labor provider retained by the respective non-County Party; or

(b) Any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the respective non-

County Party or any contract labor provider retained by the respective non-County Party.

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6.2. **Indemnification Related to Acts and/or Omissions – Negligence.**

6.2.1. Claims Arising from Sole Acts and/or Omissions of a Party.

(a) Each Party to this Agreement hereby agrees to defend and indemnify the other Parties to this Agreement and their agents, officers and employees, from any claim, action, or proceeding against the other Parties arising solely out of its own acts or omissions in the performance of this Agreement.

(b) At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement.

(c) Parties shall notify each other promptly of any claim, action, or proceeding and cooperate fully in the defense.

6.2.2. Claims Arising from Concurrent Acts or Omissions.

(a) Parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of Parties.

(b) Parties agree to retain their own legal counsel, bear their own defense costs and waive their right to seek reimbursement of such costs, except as provided in Paragraph 6.2.4. below.

6.2.3. Joint Defense.

(a) Notwithstanding Paragraph 6.2.2. above, in cases where Parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Parties.

(b) Joint defense counsel shall be selected by mutual agreement of Parties.

(c) Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in Paragraph 6.2.4. below.

(d) Parties agree that no Party may bind the others to a settlement agreement without the written consent of the others.

6.2.4. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

7. GENERAL PROVISIONS.

7.1. Independent Contractor Status.

7.1.1. In the performance of services under this Agreement, County and non-County Parties acknowledge and agree that:

(a) County and its respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of non-County Parties; and

(b) Non-County Parties and their respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of County.

7.1.2. All personnel provided by County under this Agreement are under the direct and exclusive supervision, daily direction, and control of County, and County assumes full responsibility for the actions of such personnel in the performance of services hereunder.

7.1.3. All personnel provided by non-County Parties under this Agreement are under the direct and exclusive supervision, daily direction, and control of their respective agencies, and each agency assumes full responsibility for the actions of such personnel in the performance of services hereunder.

7.1.4. County and non-County Parties acknowledge and agree that County does not control the manner and means of performing the work of non-County Parties' officers, agents or employees who perform OPSG activities, nor does County have the right to hire or terminate employment of such officers, agents or employees.

7.1.5. Non-County Parties do not control the manner and means of performing the work of County officers, agents or employees who perform OPSG activities, nor do non-County Parties have the right to hire or terminate employment of such officers, agents or employees.

7.1.6. County has no authority of any kind to bind non-County Parties, and non-County Parties have no authority to bind County in any respect whatsoever.

7.1.7. County shall not act or attempt to act, or represent itself directly or by implication as an agent of non-County Parties, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of non-County Parties.

7.1.8. Non-County Parties shall not act or attempt to act, or represent themselves directly or by implication as an agent of County, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of County.

7.2. **Insurance.** Parties agree to obtain, at their sole cost and expense, sufficient insurance to cover the liabilities arising out of this Agreement.

7.3. **Notices.**

7.3.1. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid, and addressed as follows, or to such other place as each Party may designate by subsequent written notice to each other:

County Parties:

Sheriff
Imperial County Sheriff's Office
PO Box 1040
El Centro, CA 92244

Chief Probation Officer
Imperial County Probation Department
324 Applestill Road
El Centro, CA 92243

District Attorney
Imperial County District Attorney's Office
940 West Main Street, Suite 102
El Centro, CA 92243

Non-County Parties:

California Highway Patrol
Fiscal Management Section
PO Box 942898
Sacramento, CA 94298-2898

Imperial County Narcotics Task Force
2417 La Brucherie Road, Suite C
Imperial, CA 92251

Chief of Police
Calexico Police Department
420 East Fifth Street
Calexico, CA 92231

Chief of Police
Imperial Police Department
420 South Imperial Avenue
Imperial, CA 92251

Riverside County Sheriff
3650 14th Street
Riverside, CA 92501

Chief of Police
Westmorland Police Department
355 South Center
Westmorland, CA 9228

Interim City Manager
Blythe Police Department
240 N. Spring Street
Blythe, CA 92225

Chief of Police
Brawley Police Department
351 Main Street
Brawley, CA 92227

Chief of Police
El Centro Police Department
105 North Eleventh Street
El Centro, CA 92243

Chief of Police
Calipatria Police Department
125 N. Park Ave.
Calipatria, CA 92233

San Bernardino County Sheriff
655 East Third Street
San Bernardino, CA 92415

7.3.2. A notice shall be effective:

(a) On the date of personal delivery if personally delivered before five o'clock (5:00) p.m. on a business day; or

(b) On the first (1st) business day following personal delivery that did not occur before five o'clock (5:00) p.m. on a business day; or

(c) Two (2) business days following the date the notice is postmarked for mail delivery; or

(d) On the first (1st) business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery; or

(e) When otherwise actually received.

7.4. **Amendment.** This Agreement may be modified or amended only by a written document signed by all Parties, and no verbal understanding or agreement shall be binding on the Parties.

7.5. **Assignment.** No Party shall assign any of its rights nor delegate any of its obligations hereunder without the prior written consent of the other Parties.

7.6. **Entire Agreement.**

7.6.1. This Agreement constitutes the complete and exclusive statement of agreement between County and non-County Parties with respect to the subject matter hereto.

7.6.2. All prior written and verbal understandings are superseded in total by this Agreement.

7.7. **Construction.**

7.7.1. This Agreement will be deemed to have been made and shall be construed, interpreted, governed, and enforced pursuant to and in accordance with the laws of the State of California.

7.7.2. The headings and captions used in this Agreement are for convenience and ease of reference only, and shall not be used to construe, interpret, expand or limit the terms of the Agreement and shall not be construed against any one (1) Party.

7.8. **Waiver.**

7.8.1. A waiver by County or non-County Parties of a breach of any of the covenants to be performed by County or non-County Parties shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

7.8.2. The failure of any Party to insist upon strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach.

7.8.3. The acceptance by County or non-County Parties of either performance or payment shall not be considered a waiver of any other Party's preceding breach of this Agreement.

7.9. **Authority to Enter Into Agreement.**

7.9.1. County and non-County Parties have all requisite power and authority to conduct their respective business and to execute, deliver and perform the Agreement.

7.9.2. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and to bind each respective Party.

7.10. **Cooperation.** County and non-County Parties will cooperate in good faith to implement this Agreement.

7.11. **Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one (1) and the same instrument.

7.12. **Severability.**

7.12.1. This Agreement is subject to all applicable laws and regulations.

7.12.2. If any provision of this Agreement is found by any Court or other legal authority, or is agreed upon by the Parties, to be in conflict with any law or regulation, then the conflicting provision shall be considered null and void.

7.12.3. If the effect of nullifying any conflicting provision is such that a material benefit of this Agreement to any Party is lost, then the Agreement may be terminated at the option of the affected Party, with the notice as required in this Agreement.

7.12.4. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

7.13. **Legislative Changes.** If any changes are made to laws or regulations under which this Agreement is made, or to any successor legislation or regulations, or if DHS passed through CalOES imposes any budget requirements or limitations applicable to this Agreement and the services to be provided hereunder, then:

7.13.1. To the extent any of the changes are of mandatory application, such change(s) shall apply to the Parties and this Agreement, and this Agreement shall be deemed to be amended to be consistent with such change(s) except to the extent that such change(s) alter(s) a material provision of this Agreement, in which case, such material provision shall be voidable, and the Parties will negotiate in good faith to amend the Agreement as necessary; and

7.13.2. To the extent any of the changes are not of mandatory application, such change(s) shall not affect this Agreement or the rights or obligations of County and non-County Parties under this Agreement, unless Parties mutually agree to subject themselves to such change(s).

7.14. **Representation.**

7.14.1. County's Sheriff's Office, District Attorney's Office, and Department of Probation shall be represented by their respective OPSG Coordinators, or their designees, in all discussions pertaining to this Agreement.

7.14.2. Non-County Parties shall be represented by their respective OPSG Coordinators, or their designees, in all discussions pertaining to this Agreement.

7.15. **Dispute Resolution Concerning Services and Payment.** In the event of any dispute concerning services and payment arising from this Agreement, Parties' OPSG Coordinators, or their respective designees, will meet and confer within ten (10) business days after receiving notice of the dispute to resolve the dispute.

7.16. **Termination of Funding.**

7.16.1. In the event that funding for reimbursement of costs related to OPSG activities is terminated by DHS passed through CalOES, this Agreement, in its entirety, shall be considered null and void, and Parties shall no longer be required to provide OPSG activities as described herein.

7.16.2. In the event that funding for reimbursement of costs related to OPSG activities is terminated, Parties shall meet immediately, and if agreed upon by Parties, mutually

develop and implement, within a reasonable period, a transition plan for the provision of OPSG activities through alternate means.

7.17. **Obligation.** This Agreement shall be binding upon the successors of the Parties.

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8. SPECIAL PROVISIONS.

8.1. **Lobbying and Political Activities.**

8.1.1. As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, each Party independently certifies that:

(a) No federal appropriated funds have been paid for or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including

subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

8.1.2 When applicable, each Party will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

8.1.3 Finally, each Party agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy without the express written approval from Cal OES or the federal awarding agency.

8.2. **Debarment and Suspension.**

8.2.1. Each Party will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. Each Party independently certifies that it and its principal, subgrantees, recipients, or subrecipients:

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

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

8.2.2. Where a Party, its subgrantees, recipients, or subrecipients, under this Agreement is unable to certify to any of these statements in the certification listed in Paragraph 8.2.1, such Party shall provide a written explanation to County.

9. **CALIFORNIA LAW.**

This Agreement is executed and delivered within the State of California and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of California.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

COUNTY OF IMPERIAL
SHERIFF'S OFFICE

By: _____
Federico Miramontes
Sheriff

COUNTY OF IMPERIAL
DISTRICT ATTORNEY'S OFFICE

By: _____
George Marquez
District Attorney

CALIFORNIA HIGHWAY PATROL
CALEXICO OFFICE,
EL CENTRO OFFICE,
WINTERHAVEN OFFICE

By: _____
Anthony Coronado
Border Division Chief

CITY OF BRAWLEY
POLICE DEPARTMENT

By: _____
Jonathan Blackstone
Interim Police Chief

CITY OF EL CENTRO
POLICE DEPARTMENT

By: _____
Kelly Brown
Chief

COUNTY OF IMPERIAL
DEPARTMENT OF PROBATION

By: _____
Elizabeth Sais
Chief Probation Officer

IMPERIAL COUNTY NARCOTICS
TASK FORCE

By: _____
George Marquez
Imperial County District Attorney

CITY OF BLYTHE
POLICE DEPARTMENT

By: _____
Garth V. Dale
Chief

CITY OF CALEXICO
POLICE DEPARTMENT

By: _____
Armando Orozco
Chief

CITY OF IMPERIAL
POLICE DEPARTMENT

By: _____
Aaron Reel
Chief

CITY OF CALIPATRIA
POLICE DEPARTMENT

By: _____
Cheryl Fowler
Chief

CITY OF WESTMORLAND
POLICE DEPARMENT

By: _____
Anthony Lynn Mara
Chief

SAN BERNARDINO COUNTY
SHERIFF'S DEPARTMENT

By: _____
Shannon D. Dicus
San Bernardino County Sheriff-Coroner

APPROVED AS TO FORM:

Geoffrey Holbrook
County Counsel

By: _____
Danuta Tuszynska
Deputy County Counsel

COUNTY OF RIVERSIDE
SHERIFF'S OFFICE

By: _____
Chad Bianco
Sheriff/Coroner

APPROVED AS TO FORM:
County Counsel – County of Riverside

By: _____
Amrit P. Dhillon
Deputy County Counsel

FY25 Award: $2,000,000.00

ICSO	$375,000.00	$5,437.50	$0.00	$56,656.75	$100,000.00	$537,094.25
CHP-El Centro	$236,000.00	$39,081.60	$0.00	$25,818.64	$0.00	$300,900.24
CHP-Calexico	$144,000.00	$23,790.40	$0.00	$13,427.74	$0.00	$181,218.14
CHP-Winterhaven	$145,500.00	$24,094.80	$0.00	$18,255.90	$0.00	$187,850.70
El Centro PD	$50,000.00	$10,805.01	$0.00	$2,975.00	$0.00	$63,780.01
Brawley PD	$45,000.00	$12,600.00	$0.00	$3,023.45	$0.00	$60,623.45
Calexico PD	$65,266.00	$9,603.89	$0.00	$3,247.00	$0.00	$78,116.89
Imperial PD	$42,503.00	$7,497.53	$0.00	$4,434.45	$0.00	$54,434.98
Calipatria PD	$15,000.00	$4,500.00	$0.00	$1,969.45	$0.00	$21,469.45
ICPROB	$39,429.00	$571.72	$0.00	$1,521.50	$0.00	$41,522.22
ICDAO	$50,000.00	$725.00	$0.00	$3,779.10	$0.00	$54,504.10
ICNTF	$70,000.00	$1,015.00	$0.00	$2,652.00	$0.00	$73,667.00
Blythe PD	$45,000.00	$6,520.05	$75,000.49	$5,620.20	$0.00	$132,140.74
RCSO	$105,408.00	$7,068.91	$0.00	$20,100.00	$0.00	$132,576.91
SBCSD	$45,964.00	$4,035.64	$0.00	$5,351.28	$0.00	$55,350.92
Westmorland PD	$20,000.00	$2,200.00	$0.00	$2,550.00	$0.00	$24,750.00
TOTALS:	$1,494,070.00	$159,547.05	$75,000.49	$171,382.46	$100,000.00	$2,000,000.00
					Unallocated:	**$0.00**

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: March 10, 2026

SUBJECT: Agreement with Joe A. Gonsalves & Son for State Legislative Advocacy Services.

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: It is recommended Council authorize the Interim City Manager to enter into Agreement No. 2026-025 A with Joe A. Gonsalves & Son for State Legislative Advocacy Services.

FISCAL IMPACT: A monthly retainer for services of $4,160.

BACKGROUND: When the California Department of Corrections and Rehabilitation (CDCR) announced the planned closure of Chuckawalla Valley State Prison (CVSP) in Blythe in late 2022, the City engaged Joe A. Gonsalves & Son to provide full-service State Legislative Advocacy Services.

The City has worked closely with Jason Gonsalves of Joe A. Gonsalves and Son since. After the Save Chuck Campaign ended, there was a need to continue conversations with the State to redevelop the CVSP site to bring jobs and growth back to the region. We have continued discussions with the State related to funding to offset the closure of CVSP, the City's second largest employer.

STAFF REPORT: Along with the work performed on Save Chuck and the aftermath of the prison closure, the firm has provided support to the City on the situation at the Palo Verde Health Care District, including requests for funding and the City's legislative Goals and Priorities.

To continue the State Legislative and Advocacy work started in 2023, it is recommended Council authorize the Interim City Manager execute Agreement No. 2026-025 A with Joe A. Gonzalves and Son.

ATTACHMENTS:

1. Professional Services Agreement with Joe A. Gonsalves & Son

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF BLYTHE
AND
JOE A. GONSALVES & SON

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of April 1, 2026 ("Effective Date"), by and between the CITY OF BLYTHE, a municipal corporation ("City"), and JOE A. GONSALVES & SON, a California corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide State legislative advocacy services on behalf of the City, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise necessary and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. City agrees to pay Consultant a monthly retainer fee of Four Thousand One Hundred Sixty Dollars ($4,160.00).

2.2. No Fee Increases. Consultant shall not increase the monthly retainer fee during

the term of this Agreement.

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

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

2.5. Timely Invoicing. Consultant acknowledges and agrees that Consultant must submit invoices for services no later than ninety (90) days following services rendered or within ninety (90) days following completion of project milestones. Consultant expressly waives its right to payment if invoices are not submitted within ninety (90) days following services rendered.

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and Consultant. Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue through March 31, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. City may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days written notice to Consultant. The termination

of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

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

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company authorized to do business in California, with a current A.M. Best's Insurance Rating of no less than A: VII, and approved by City:

(a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile liability coverage for owned, non-owned, and hired vehicles using Insurance Services Office Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than One Million Dollars ($1,000,000.00) per accident.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, Consultant certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of

Workers' Compensation or to undertake self-insurance before commencing any of the work.

Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of Consultant to comply with this section.

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

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

(b) Notice of Cancellation: Consultant shall require its insurers to provide City with thirty (30) days' notice of cancellation (except for nonpayment, for which a ten (10) day notice is required) or nonrenewal or coverage for each required coverage.

(c) Primary Coverage: Consultant's insurance coverage shall be primary insurance as respects the City of Blythe, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Blythe shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Blythe, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured

retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Joe A. Gonsalves & Son
925 L. Street, Suite 250
Sacramento, CA 95814
Tel: (916) 441-0597
Attn: Jason Gonsalves

IF TO CITY:

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

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

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

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

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

6.9. Independent Contractor. Consultant is and shall be acting at all times as an

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents,

information, data, in any form, including but not limited to, computer tapes, discs, files, audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

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

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

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

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

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

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

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

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

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

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

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

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

6.26. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be executed by electronic signatures. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Agreement by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

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

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

CONSULTANT

_____ Date: _____

Anthony Gonsalves
President

CITY OF BLYTHE

_____ Date: _____

Mallory Crecelius
Interim City Manager

ATTEST:

_____

Mallory Crecelius
City Clerk

APPROVED AS TO FORM:

_____

Brittany E. Roberto
City Attorney

EXHIBIT A

CONSULTANT'S PROPOSAL



Joe A. Gonsalves & Son
Anthony D. Gonsalves
Jason A. Gonsalves
Paul A. Gonsalves
PROFESSIONAL LEGISLATIVE REPRESENTATION
925 L ST. · SUITE 250 · SACRAMENTO, CA 95814-3766
916 441-0697 · FAX 916 441-5061
Email: gonsalves@gonsalvl.com

GRANTS

Our firm proactively identifies and notifies the City of any/all funding opportunities. We assist you in developing your project proposals for each potential grant application. Once the application has been submitted for the grant, our Firm will work with the City management team to schedule meetings with the State Agency that is overseeing the grant. This allows for the opportunity to discuss the City's project in greater detail with the appropriate staff at the department. Often times, these meetings help put a "personal touch" on the project and provide for other funding opportunities to be revealed.

We recommend the city of Blythe request our firm set-up a series of "action days" in Sacramento to meet with the various State Agencies overseeing the desired funding in an effort to craft a competitive proposal. Additionally, we recommend meeting with Legislator's and Legislative Committees to seek their input and support on any funding the City is seeking. Likewise, this will provide an opportunity for the City to receive information and provide input on any funding opportunities that may be available or coming available.

PROJECT APPROACH

Our Firm works cooperatively with your management staff and City Council to ensure a high level of legislative and administrative success in Sacramento. We utilize every asset available to us and we will personally meet with each Member of the Legislature, their Staff and the Governor's office to ensure such success. Our strategies will vary depending upon the issues as well as Sacramento's ever changing political climate. Whenever you and/or your staff requests something from our firm, we get to work on it immediately and report the actions back to you.

As previously mentioned, our firm intentionally does not divide up workload. We have three full time lobbyists in our firm and each lobbyist is fully engaged in our representation of your City. As an example, when a sponsored bill is being heard in committee, we will have each of us in committee. One of us will provide testimony, one may be meeting with Members and/or staff in their offices, and one will likely be pulling a member out of committee to request their support. It is very difficult for one lobbyist to actually lobby an entire committee alone. All three of us will be available for the duration of the Contract.

Once we have received direction from your City and the facts regarding a specific matter, we will immediately work with your staff on the following steps:

- Identify potential Legislators whom can support our cause
- Meet with the members of the Legislature

Joe A. Gonsalves & Son
Anthony D. Gonsalves
Jason A. Gonsalves
Paul A. Gonsalves
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916 441-0897 · FAX 916 441-6081
Email: gonsalves@gonsalvs.com

- Meet with the pertinent committee consultants
- Identify and meet with interest groups, lobbying firms and/or coalitions who can be supportive
- Identify and meet with interest groups, lobbying firms and/or coalitions who may be in opposition. More than likely, we have a personal relationship with the opponents and or the firms that represent them and by reaching out early we find we are able to neutralize organizations that otherwise may have been opposed.
- Assuming legislation is necessary, we will meet with each Member of the various committees the legislation will be referred to in an effort to secure their support for our position prior to each hearing.

We often times tell our clients: "our expertise is the legislative and regulatory process, we are not city of Blythe experts", which means we will continue to work with your management and technical staff in order for each of us to have a clear understanding of the many issues we expect to provide assistance on. Our firm prides itself on being upfront and honest with the Legislature, which ensures we will never do anything to embarrass ourselves or your City.

Relationships and respect matter in Sacramento and we are extremely proud of the personal and professional relationships we have with the Executive Branch, State Agencies as well as the members of the Legislature. Our long-standing presence in Sacramento enables us to successfully represent your City.

We provide your city with a weekly report, which we send out every Thursday or Friday, depending upon the legislative calendar. We tailor our weekly report to ensure it provides a specific update on the legislative proposals identified/adopted by your City Council. Additionally, we will provide the City with a monthly written and oral report of legislative activity, as requested.

Our firm lists our scope of services in very general terms. We purposely do this to ensure that each client has the flexibility to request any assistance you may require in Sacramento, such as setting up meetings with the appropriate legislators, Governor's office or the various state departments.

Legislation:
Our firm actively monitors, reviews and participates in the daily activities of the Capitol and the State Agencies. We receive a copy of every bill introduced and each set of amendments. We will read each bill and the amendments and send those that we feel may be of interest to your city. In addition, as the legislative proposals develop, we provide you with fact sheets and analysis of the bills that may affect you. We provide your City a "weekly report" with the status of all bills either watched, supported and/or opposed by your City.

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Additionally, we actively sponsor bills on behalf of our client's as well as maintain a constant line of communication with the Members of the Legislature and their staff to ensure we are apprised of upcoming proposals. Our firm will assist in preparing written correspondence on any/all issues of importance to the City. That said, we do not unilaterally adopt positions on behalf of the City. We work very closely with the City's management team under the direction of the City Council.

Whenever your City adopts a position on legislation and/or proposed regulations, we cover all bases. We meet with the Author's office, the Committee Consultants (both Democrat and Republican), Legislative Leadership, all pertinent stakeholders, and provide testimony in each Committee in order to ensure your City's position is known and ultimately supported.

Increased Presence:
An invaluable part of achieving the City's goals and objectives is establishing a voice in Sacramento. Our firm will accomplish this by maintaining our relationships and communication with key policy makers on your behalf. We strongly recommend you request our firm to set up a series of "action days" in Sacramento to meet with legislator's, key committee members and staff, the Governor's office, and State Agencies to discuss the Cities priorities.

Our firm will be present to represent the City of Blythe's positions on Legislation in every pertinent committee, on the floors of both houses, and in front of any state agency overseeing an issue of importance to the City.

Regulatory and Administrative:
The regulatory and administrative process are often the most time consuming and onerous part of advocacy. State Agencies within the State of California have continued to grow as the Legislature has provided many of them with new powers and responsibilities. Moreover, recent state budget investments and legislation have resulted in unprecedented amounts of funding for various projects.

Our firm will monitor, analyze, participate and influence agencies with administrative actions of interest to the City. The process for regulations and funding guidelines will be handled in the same manner as legislative matters. We will work closely with the City to establish policy direction and we will take the necessary steps to best represent the City before the State Agencies.

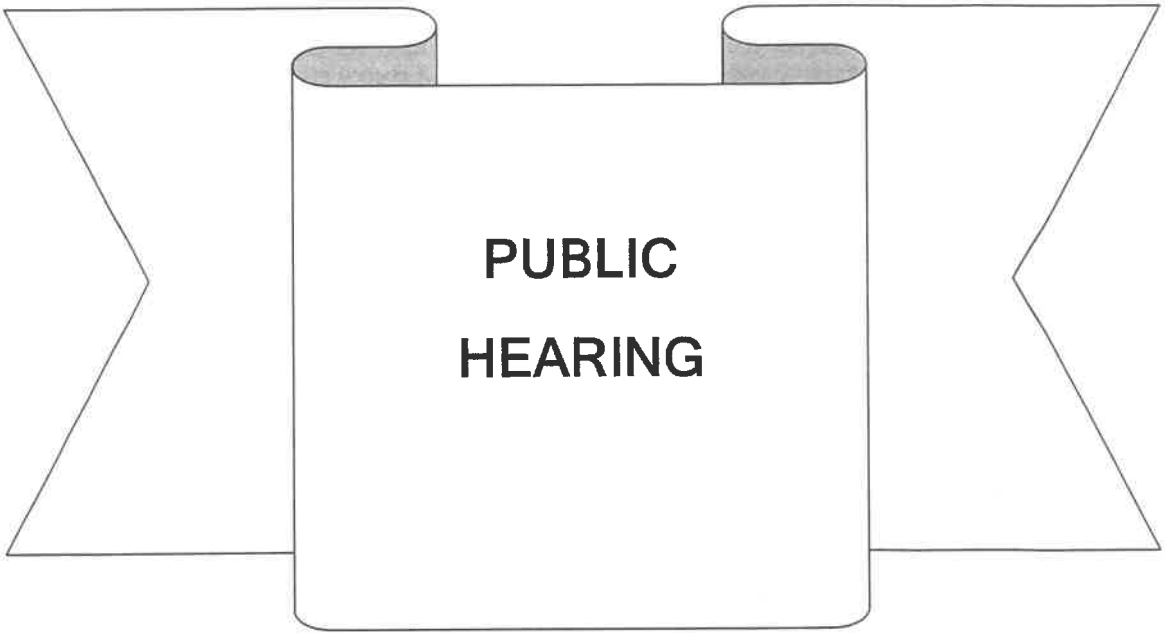
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PRICING PROPOSAL

In our contract we charge a retainer on a monthly basis. The retainer is all inclusive of the services we would provide for your City. We do not charge for any additional costs. Additionally, all of our contracts include a 30-day cancelation clause as we are confident on our ability to provide your City with an unparallel level of service.

Our Firm lists the scope of services we provide for our clients in very general terms. We purposely do this to ensure that each client has the flexibility to request any assistance our clients may require in Sacramento such as setting up meetings with the appropriate legislators, Governor's office or the various state departments. Should you have any changes you would like to make in the Scope of Services, please feel free to discuss them with me.

Our firm respectfully proposes a 12-month contract payable at $4,160.00 per month, not to exceed $50,000.00 annually. Please note, if the City would prefer a different payment schedule, we are open to such.


PUBLIC
HEARING

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: March 10, 2026

SUBJECT: Conditional Use Permit 2511-001- LUXE America LLC

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: It is recommended, subsequent to the Public Hearing, Council adopt the following Resolutions:

RESOLUTION NO. 2026-002. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF A NOTICE OF EXEMPTION FOR CONDITIONAL USE PERMIT 2511-001.

RESOLUTION NO. 2026-003. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE CONTAINING FINDINGS AND CONDITION IN SUPPORT OF APPROVAL OF CONDITIONAL USE PERMIT 2511-001 TO ALLOW THE USE OF A LIGHT MANUFACTURING FACILITY ON A PARCEL DESIGNATED AS C-G (GENERAL COMMERCIAL).

FISCAL IMPACT: None

BACKGROUND: Arash Ross SEYED applied for a Conditional Use Permit to construct the LUXE America, LLC light manufacturing and inventory storage facility at 150 S. Main Street in Blythe. The project includes the development of small-scale inventory storage of the Zincalm and Slick Collar products in quantities of several hundred units at a time with low impact light manufacturing activities. The site is legally described as APN 848-042-015 and has a General Commercial (C-G) zoning designation.

Chapter 17 (Zoning) of the Blythe Municipal Code permits light manufacturing and product storage in the General Commercial Zone with a Conditional Use Permit. At present, the property is empty and has been unoccupied for several years. Improvements will be made as stipulated by the city's building and fire departments. Development of this site will enhance utilization of existing commercial space and contribute to the revitalization of the City's Main Street business district.

The proposed light manufacturing and storage activities are clean, quiet and have a low impact in nature with machinery producing light humming sounds that do not travel beyond the room they are operating in. The manufacturing process does not produce any fumes, odors or hazardous waste.

STAFF REPORT: The proposed site is suited for the proposed use as there are similar commercial operations and uses along Main Street. The property will be modernized to meet City standards of safety and cleanliness with the applicant's goal to provide wellness and beauty products, create local employment opportunities, stimulate demand for local suppliers and

services and enhance utilization of existing commercial space and contribute to the revitalization of the City's' Main Street business District.

Notice of application for the subject Conditional Use Permit and adoption of a Notice of Exemption for the project was published in the Palo Verde Times and sent to surrounding property owners on February 25, 2026. No comments were received regarding the proposed project/CUP as of the publishing of this staff report.

Environmental Review:
As the Lead Agency under the California Environmental Quality Act (CEQA), the City has undertaken preliminary review and determined that the proposed development qualifies for a Categorical Exemption from the provisions of CEQA pursuant to CEQA Guidelines Section 153.1 Existing Facilities. Based upon review of the CEQA Guidelines, the City has determined that the proposed project has no conditions as defined in CEQA Guidelines 15300.2 that would make it ineligible for the applicable categorical exemption.

15300.2. Exceptions:

(a) Location. This criterion is not applicable to the Class 1 exemption that applies to this project. Reuse of an existing vacant building will be an environmental benefit, that has no potential to impact an environmental resource or hazardous or critical concern designated, mapped or adopted by any federal, state or local agencies.

(b) Cumulative Impact. The proposed project is not related to any successive projects of the same type in the City of Blythe that could result in an adverse cumulative effect. Therefore, this exclusion does not apply to the proposed project.

(c) Significant Effect. No unusual circumstances exist on or around this existing commercial building that could result in a reasonable possibility of having significant adverse effects relating to traffic, noise, air quality or water quality. The project site has no value as habitat for endangered, rare or threatened species. The site and surrounding uses have been in urban use for decades. Therefore, this exclusion does not apply to the proposed project.

(d) Scenic Highways. No designated highway is in proximity to the proposed project site. Therefore, this exclusion does not apply to the proposed project.

(e) Hazardous Waste Sites. This site is not identified on the EnviroStor list maintained by the Department of Toxic Substances Control. Therefore, this exclusion does not apply to the proposed project.

Findings: Before final approval of the Conditional Use Permit, the City Council shall make the following findings:

1. That the proposed location of the Conditional use is in accord with the objectives of this title and the purpose of the zone in which the site is located; and

2. That the proposed location in which the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity; and

3. A Conditional Use Permit issued under the terms of Blythe Municipal Code Title 17.68

shall lapse if no improvements to the real estate concerned have been made, and the holder of the permit shall not have utilized it within one year from the date upon which such permit shall have been granted.

ATTACHMENTS:

1. Resolution No. 2026-002
2. Notice of Exemption
3. Resolution No. 2026-003

RESOLUTION NO. 2026-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF A NOTICE OF EXEMPTION FOR CONDITIONAL USE PERMIT 2511-001

WHEREAS: The City Council of the City of Blythe at its regularly scheduled meeting of March 10, 2026, conducted a public hearing to consider Conditional Use Permit 2511-001 being a request to allow the use of a light manufacturing, product storage and distribution company on a parcel designated as C-G (General Commercial). The subject project site is 10,454 square feet and is located at 150 S Main Street; and is more specifically described as Assessor's Parcel Number 848-042-015; and,

WHEREAS: The City Council considered the following findings in its review of the environmental circumstance for this project:

1. That the project is exempt under State CEQA Guideline Section 15301.

2. That a Notice of Exemption, in accordance with the California Environmental Quality Act, was prepared for the project.

3. That review of the environmental circumstances regarding this project indicates that no adverse impacts would accrue to wildlife resources from implementation of the project.

4. That the project may proceed subsequent to approval and/or conditional approval of the State Department's consideration of a "de minimus impact" pursuant to Section 711.2 et seq. of the Fish and Game Code.

5. That the environmental assessment and analysis prepared for this project reflect the independent judgment of the City of Blythe.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Blythe does hereby approve the Notice of Exemption prepared for Conditional Use Permit 2511-001 for the 10,454± sq.ft. site shown on Exhibit "A" attached hereto and incorporated herein by this reference.

PASSED, APPROVED, and ADOPTED this 10th day of March 2026, by the following called vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Joseph DeConinck, Mayor

ATTEST:

_____
Mallory Crecelius, City Clerk

(S E A L)

NOTICE OF EXEMPTION

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

Project Title: Luxe America, LLC, Product Manufacturing, Storage and Distribution Project

Project Location: 150 South Main Street, Blythe, CA 92225; south of Hobsonway and north of Interstate 10 in the City of Blythe; Assessor's Parcel Number 848-042-015; 33°36'32.5" N Latitude., 114°35'57" W Longitude.

Description of Nature, Purpose and Beneficiaries of Project: Luxe America, LLC, a California-based manufacturing and distribution company specializing in personal care and fashion accessory products, has applied to the City of Blythe for a Conditional Use Permit (CUP) for development and operation of a light manufacturing and product storage and distribution facility in a vacant commercial building. The proposed activities will take place entirely indoors within the enclosed commercial property, with production of the company's primary products including Zincalm™ Foot & Body Powder, and the Slick Collar® Shirt Collar Support System. The City's General Plan and zoning land use designation for the property is General Commercial (C-G) which allows light manufacturing and product storage businesses with approval of a CUP. At present, the property is empty and the building has been unoccupied for several years. Improvements will be made as stipulated by the City's building and fire departments. Site operations would be consistent with the City's General Plan and zoning land use designation. Primary beneficiaries include the applicant and the City of Blythe.

Name of Public Agency Approving Project: City of Blythe
Approved by City Council March 10, 2026

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

Exempt Status:

☐ Ministerial (Sec. 21080(b)(1); 15268
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a)
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c)
☒ Categorical Exemption: State type and section number: Minor alteration and reuse of existing facilities, 2025 CEQA Guidelines, §15301
☐ Statutory Exemption: State code number: NA

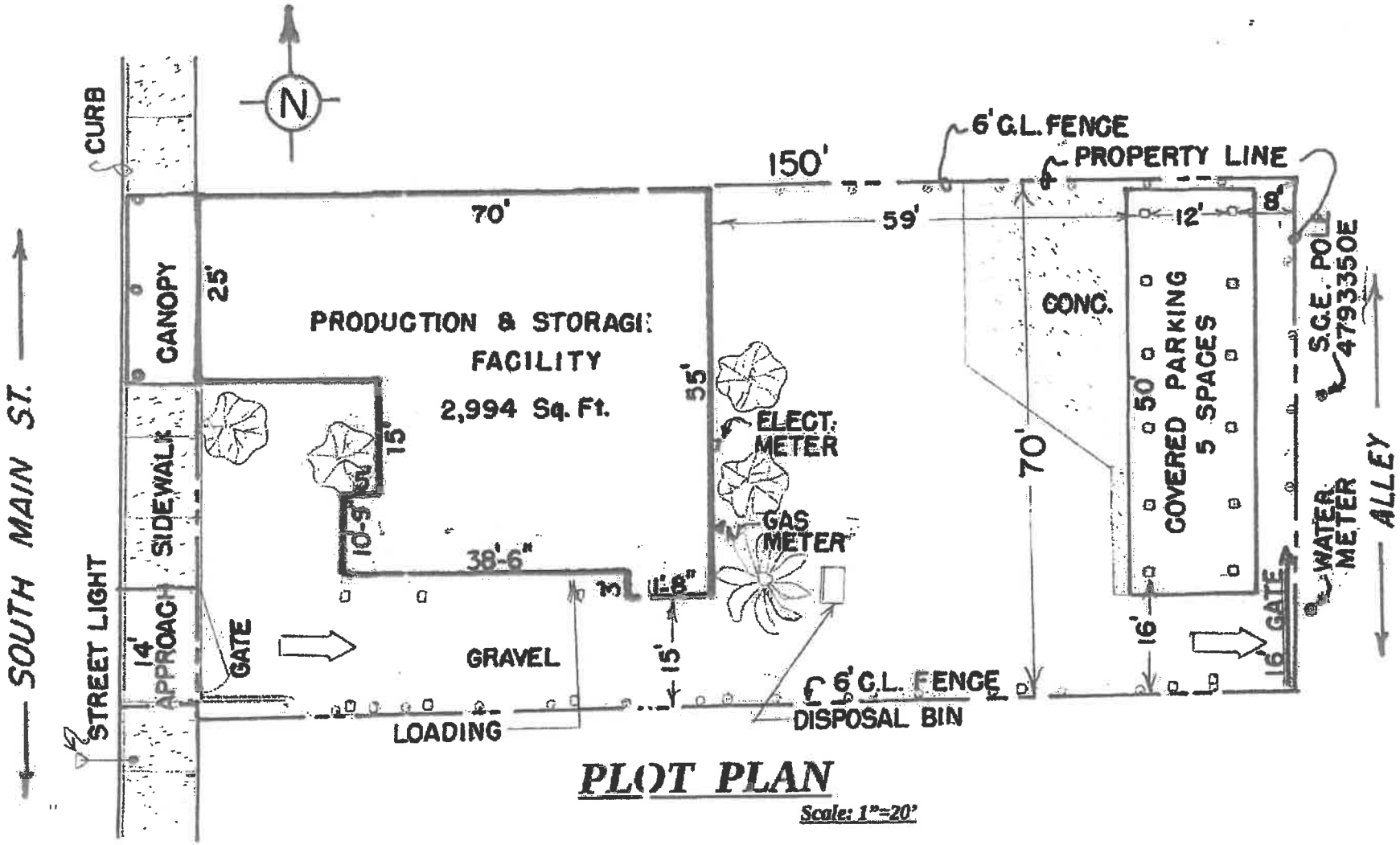
Reasons why project is exempt:
The proposed project meets all criteria for exemption from CEQA as defined in the CEQA Guidelines §15301, with citation to Section 21083, Public Resources Code, and reference to Section 21084 Public Resources Code, and has no features or characteristics that would qualify as exceptions to the exemption as defined in the CEQA Guidelines §15300.2

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

Lead Agency Signature: _____ **Date:** March 11, 2026

Date received for filing at County Clerk: March 11, 2026

2025 CEQA Guidelines Appendices, Appendix E: Notice of Exemption



PLOT PLAN

Scale: 1"=20'

Property Address: 150 South Main Street, Blythe, CA 92225
APN: 848 042 015
Zoning: C-G (General Commercial)
Lot Size: 10,454 Sq. Ft. / 0.240 Acres
Building Type: Commercial/Industrial
Legal Description: POR LOT 22 BLK 13 AND LOTS 20 & 21 BLK 13 MB 006/026 BLYTHE CITY

RESOLUTION NO. 2026-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF APPROVAL OF CONDITIONAL USE PERMIT 2511-001 TO ALLOW THE USE OF A LIGHT MANUFACTURING FACILITY ON A PARCEL DESIGNATED AS C-G (GENERAL COMMERCIAL).

WHEREAS: The City Council of the City of Blythe at its regularly scheduled meeting March 10, 2026, conducted a public hearing to consider approval of Conditional Use Permit 2511-001, being a request to allow the use of a light manufacturing facility on a parcel designated as C-G (General Commercial). The subject project site is 10,454± s.f.. The site is addressed as 150 S. Main Street and is more specifically described as Assessor's parcel Number 848-042-015.

WHEREAS: The City Council received testimony from all interested parties relative to said Conditional Use Permit; and

WHEREAS: The City Council made the following findings relative to this project:

1. The proposed use is one conditionally permitted within the subject zone and complies with all the applicable provisions of the Zoning Ordinance.

2. That the proposed location of the conditional use is in accord with the objectives of the Zoning Ordinance and the purposes of the zone in which the site is located.

3. That the proposed location in which the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

4. A conditional use permit issued under the terms of the Blythe Municipal Code Title 17.68 shall lapse if no improvements to the real estate concerned have been made. and the holder of the permit shall not have utilized it within one year from the date upon which such permit shall have been granted.

5. The proposed project is exempt from the provisions of CEQA pursuant to Section 15301.

6. The environmental analysis for this project reflects the independent judgment of the City of Blythe.

NOW, THEREFORE, BE IT RESOLVED: That the Blythe City Council does hereby approve Conditional Use Permit 2511-001, subject to conditions as attached and modified.

PASSED, APPROVED, and ADOPTED this 10th day of March 2026, by the following called vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Joseph DeConinck, Mayor

ATTEST:

_____
Mallory Crecelius, City Clerk

(S E A L)

CITY OF BLYTHE
CONDITIONS OF APPROVAL

Conditional Use Permit 2511-001

Project Applicant: LUXE America LLC

1. The permittee shall defend, indemnify, and hold harmless the City of Blythe, its' agents, officers and employees from any and all claim(s), cost(s) or expenses(s), including legal fees and costs, action(s) or proceeding(s) against the City of Blythe or its agents, officers or employees to attach, set aside, void or annul an approval of the City of Blythe concerning the Conditional Use Permit, including but not limited to CEQA documentation and permit issuance, regardless of whether or not litigation is commenced or arbitration requested.

2. Development of the site shall comply with the mandatory requirements of all City of Blythe Ordinances and Resolutions, all applicable State and Federal Codes and Laws and shall substantially comply with these conditions of approval.

3. For all private improvements, a completed building permit application (with valuation of work) and three (3) complete sets of construction/installation plans shall be submitted to the City Building Department. Where applicable, plans could include Title 24 energy calculations and engineering.

4. For all public improvements, a completed building permit application (with valuation of work) and four (4) complete sets of construction/installations plans shall be submitted to the City Building Department. Please allow 20-30 working days for processing of application and plans.

5. The developer/applicant shall supply the City Building Department with a list of all contractors and/or sub-contractors for the project, when information becomes available.

6. All contractors and/or sub-contractors for the project must hold a current and active California State Contractors License and provide verification of workers compensation prior to start of trade.

7. All contractors and/or sub-contractors for the project must obtain a City Business License before commencing work within the City limits.

8. The developer shall install on-site and parking lot security lighting. Security lighting shall comply with City of Blythe Municipal Code Section 17.28.030 as it pertains to off-site lighting and glare. All outside lighting shall be so arranged and shielded as to prevent any glare or reflection, nuisance, inconvenience or hazardous interference of any kind on adjoining streets or property; and, all outside lights and signals, except for those necessary for security lighting, shall be turned off when the business in not in operation.

9. Landscaping shall be required as per BMC Section 17.22.010. A detailed landscape plan shall be filed with the Development Services Department showing areas to be landscaped, with a listing of all trees and shrubs to be used, along with an appropriate automatic controlled irrigation system. The required landscaping shall be maintained by the developer/applicant in a neat, clean and healthy condition. The developer/applicant is encouraged to use native type vegetation.

10. The street address must remain posted in its current position, clearly visible from West Hobsonway.

11. No hazardous materials shall be stored at the site.

12. Temporary banner(s) are allowed for a maximum of 60 days with a Planning permit.

13. Applicant shall install a permanent business sign.

14. Before any sign(s) are installed, erected or inspected for installation you must have Planning Department approval and a building permit. All signage must comply with Blythe Municipal Code Section 17.26. The first step is approval of the sign design and includes: submission of a detailed sign design, a Planning Sign Permit Application and required review fees. Following Development Services Department approval of the design, a Building Department application shall be submitted with sign calculations and Title 24 (as needed). Prior to any work being performed (digging of footings, etc.), a sign permit must be obtained.

15. In addition to any landscape and access easement maintenance, weed and graffiti abatement shall be the responsibility of the applicant/developer. The applicant, permittee, assignee, or any successor-in-interest shall maintain the property and landscape area in a clean, neat, and healthful condition.

16. Mailbox type and location(s) shall be coordinated with the United States Postal Service and approved by the City of Blythe.

17. All exterior mechanical equipment must be screened from view. Screening of mechanical equipment should be integrated as part of the site and building design. Plain boxes and/or lattice screening are not acceptable. Screening details should incorporate "capping" elements, and the same exterior trim details and materials found elsewhere on the site. (Reference 17.24.020)

18. The developer/applicant shall install a KNOX Lock to provide first responder access in the event of an emergency.

19. Adequate/suitable containers for the storage & disposal of trash must be installed to City of Blythe Standards. It is recommended that a locking trash enclosure/bin be installed. The location of the trash enclosure(s) shall be approved by the City of Blythe and CR&R. Construction of the trash enclosure shall conform to the City standard and comply with requirements of SB 1383. A Commercial Container Enclosure guideline is attached as **Exhibit A.** Screening details should incorporate "capping" elements, and the same exterior trim details and materials found elsewhere on the site.

20. Guaranteed access and entry to the development, all buildings and structures shall be accommodated for any fire inspector, building official, emergency service personnel or any other official charged with carrying out the laws of the city, state, or federal government.

21. Parking: All parking areas shall be surfaced or paved with asphalt or concrete of at least two and one-half (2.5) inch thickness over suitable base materials. The parking lot must be properly striped and signed, with car stops/bumpers, and shall thereafter be maintained in good condition. The site plan submitted with the building permit application shall comply with and reflect the parking requirements below.

A. Spaces Required – one space for each 500 square feet of gross floor area.

B. Handicapped Requirements - Two percent of the total required spaces shall be handicapped. The handicapped parking stall ramp slope shall not be more than ¼" per foot and must be as close as possible to the primary entrance of the building (BMC 17.16.120D).

C. Every required nonresidential parking area shall be designed and maintained in accordance with regulations "A" through "H" set forth in BMC 17.16.120 Design-Nonresidential.

D. Design – Parking stalls shall be a minimum of nine feet wide and twenty feet in length. Each stall shall be located so that no automobile is required to back onto a public street (BMC 17.16.120 Design-Nonresidential).

E. Electric Vehicle (EV) Charging - EV Charging spaces are required in accordance with Table 5.106.5.3.3 of the 2019 California Green Building Standards Code. Construction shall comply with Section 5.106.5.3.1 or Section 5.106.5.3.2 of the California Green Building Standards Code to facilitate future installation of electric vehicle supply equipment (EVSE).

TABLE 5.106.5.3.3

TOTAL NUMBER OF ACTUAL PARKING SPACES	NUMBER OF REQUIRED EV CHARGING SPACES
0-9	0
10-25	1
26-50	2
51-75	4
76-100	5
101-150	7
151-200	10
201 and over	6 percent of total[1]

- Calculation for spaces shall be rounded up to the nearest whole number.

22. Pursuant to Blythe Municipal Code Section 17.27.020, newly constructed and reconstructed commercial and industrial buildings and structures and additions to commercial and industrial buildings and structures shall include public art amenities.

23. Payment may be made to the City of a fee-in-lieu of the inclusion of public art amenities. Said fee shall be one percent (1%) of commercial and industrial projects costs as stated on the building permits. Project costs shall not include improvements in/to the public right-of-way.

24. The Police Department recommends the installation of an exterior and interior surveillance camera system for employee and customer safety.

25. The Police Department recommends the installation of a robust exterior lighting plan for the entire building perimeter.

26. Should building plans or permits be submitted for construction of any facilities on site, please refer to **Exhibit B** for Building Department Requirements.

27. The Public Works Conditions of Approval are attached hereto as **Exhibit C** and should be considered part of the Conditions of Approval for this project.

I have read and understand the Conditions of Approval for Conditional Use Permit 2511-001; and by my signature hereon agree to comply with the same.

Arash Ross Seyed **Owner/Applicant**	**Date**

Commercial Container Enclosure
Waste & Recycling Guideline
Multi-family & Commercial

CR&R INCORPORATED
environmental services
the face of a greener generation

This document provides trash, recycling, and organic space guidelines for use in designing commercial and multi-family enclosures.

REGULATIONS

City Code requires that all trash, recycling, and organics to be removed at least once a week or more often as necessary through the city's exclusive hauler, CR&R Environmental Services.

California Public Resources Code Section 42911(c) requires adequate space for collecting and loading recyclable materials in all developments.

SB 1383 requires California commercial businesses and public entities that generate 20 gallons or more of organic waste per week and multi-family housing complexes to adopt recycling practices. SB 1383 is designed to reduce greenhouse gas emissions by diverting waste from landfills and to reach California's recycling goal of 75%.



SERVICE & SPACE GUIDELINES

Commercial and industrial properties use separate bins for trash, organics, and mixed recycling. Muti-family residential properties (5 or more units) generally share bin(s).



SPACE ALLOCATION

Table A shows the minimum space required for trash, recycling and organic containers. However, the actual bin size used by the building occupant may be different. Bin sizes vary.

Table B provides the minimum bin sizes, dimensions and interior clearances needed for collector and user access. Bin layouts are attached.

TRUCK ACCESS

Table C has truck access requirements followed by turning templates. It is important to consider truck access and turning radius early on in the planning process for best results.

TABLE A: MINIMUM SPACE FOR CONTAINERS

Multi-family Residential (2 or more units sharing 1 bin)	5+ Units	Space for two 3-yard bins (Trash and Recycle) and organic cart or bin
		Space for one additional 3-yard bin
Office/Commercial	First 20,000 sf	Space for two 3-yard bins (Trash and Recycle) and organic cart or bin
	Each Additional 20,000 sf	Space for one additional 3-yard bin
Retail* (Including food stores/fast food)	First 8,000 sf	Space for two 3-yard bins (Trash and Recycle) and organic cart or bin
	Each Additional 8,000 sf	Space for one additional 3-yard bin
Restaurants	First 1,500 sf	Space for two 3-yard bins (Trash and Recycle) and organic cart or bin
	Each Additional 1,500 sf	Space for one additional 3-yard bin
Industrial*	First 20,000 sf	Space for two 3-yard bins (Trash and Recycle) and organic cart or bin
	Each Additional 10,000 sf	Space for one additional 3-yard bin
Institutional (Schools, daycare, churches, hospitals)	Trash, recycling, and organics needs will depend on use	
Commercial and Multi-Family Properties	All developments must provide space for trash, recycling, and organics.	

*Trash compactor may be considered for large developments (over 50,000 sf). Please consult with CR&R prior to installation and purchase.

TABLE B: BINS & CLEARANCES

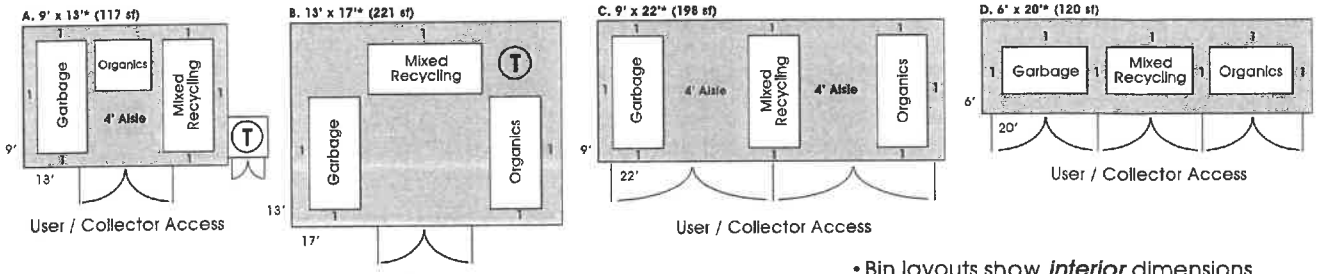
Bin Size	Approximate Dimensions	Minimum Interior Clearances*
3-yard	6'9" W x 4'1" D x 5'1" H	1' between bin and enclosure walls 4' user aisle between bins
4-yard	6'9" W x 4'10" D x 5'2" H	
Carts (65 & 90-gallon)	2'7" W x 3' D x 3'10" H	1' between each cart and enclosure walls

TABLE C: TRUCK ACCESS

Inside turning radius: 29'	Travelway vertical clearance: 15' (h) Travelway minimum width: 12'
Outside turning radius: 41'	
For safety reasons, a truck turnaround is required for any street, driveway or travelway if the collection truck has to back up more than 25 feet.	

EXAMPLES OF BIN LAYOUTS*

- Layouts shown for typical 3-yard trash and 3-yard recycling bins. Dimensions are approximate.
- Provide 1-foot ***interior*** clearance between bins and other obstructions (walls, curbs, equipment, trees)*.
- Provide 4-foot aisle access to front of bin (6'9" width).
- Provide 9-foot vertical clearance to open lids (from ground to top of lid).
- Provide gate with stand-alone posts and offset hinges wide enough to easily remove bin for collection (1-foot clearance around bin).
- Provide paved, level surface inside trash area through gate to collection point (travelway).
- Tallow: add space for drum at rear of enclosure with rear access (see B); or provide separate enclosure (see A).
- Bin layouts show *interior* dimensions.
- Provide an 8" x 8" curb around inside perimeter of enclosure for wall protection.



• Bin layouts show ***interior*** dimensions
(no curb, footings or other obstructions)

Multi-family: 5 units or greater = served with commercial bin and must provide trash, recycling, and organic services.
Less than 5 units = cart service with one set per unit, customers separate waste/recyclables.
Enclosure space equal to 1 bin for every 10 dwelling units.
Bins must be accessible to the forks of the truck within 25 feet or added charges for roll out service.
21 ft minimum height clearance to provide standard commercial service.
If bins are not accesible for standard commercial service a 2nd smaller vehicle may be required at an additional cost.
The special stinger vehicle must have an 8ft minimum height clearance.
Maximum grade 2%.
New construction requiring waste service: A set of plans must be sent to CR&R for review.
Helpful Conversion table for various containers:
1 gallon.....0,134 cu. ft. 27 cu. ft.....1.00 cu. yd. 1 cu. yd.....203 gallons.
One cubic yard is approximately six (6) 35-gallon carts. One cubic yard is approximately three (3) 65-gallon carts.
One cubic yard is approximately two (2) 95-gallon carts.
To find container capacity in cubic yards, measure Length x Width x Height in inches and divide by 46,656.
This will give you the approximate volume in cubic yards.

CUP2511-001

Applicant: **By Jayson Lusk on behalf of Arash Ross Seyed**
APN 848-042-015 150 SOUTH MAIN BLYTHE CA, 92225

CITY OF BLYTHE BUILDING DEPARTMENT REQUIRMENTS, CITY OF BLYTHE FIRE MARSHAL FOR CUP 2511-001, FOR A CUSTOM MANUFACTUIRING OF FOOT POWDER AND SHIRT COLLOAR SUPPORTS

FIRE MARSHAL-FIRE CODE REQUIREMENTS

All applicants will need to provide a detailed written scope of work related to all business activities, equipment and products utilized in their business model or process in compliance with the current Edition of the 2022 California Building, Fire Codes, current code and Blythe Municipal codes. List license type(s) proposed, storage configurations, equipment type and location, and hazardous materials to be stored and utilized. Construction documents shall be prepared by a California registered design professional.

1. Primary site access as well as emergency access shall be installed and maintained in accordance with the 2022 California Fire Code –Chapter 5, and Appendix D; Fire Service Features. Minimum fire access road/easement width shall be 25' with a vertical clearance of 13'-6". This includes key boxes at approved access gate locations. All dead ends shall be as required by the 2022 California Fire Code.

2. An automatic sprinkler system shall be provided in accordance with the 2022 California Fire Code in all buildings of Group M, were storage of merchandise is in high-pile or rack storage arrays. 2022 California Building Code, 903.2.7.1 High Piled Storage.

3. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the Fire Code Official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the Fire Code Official per 2022 California Fire Code, 506 and 506.1.1.

4. The provisions of 2022 California Fire Code, 407 shall be applicable where hazardous materials subject to permits under 2022 California Fire Code, 5001.5 are used and/or stored on the premises or where required by the Fire Code Official.

5. The storage, use and handling of all hazardous materials shall be in accordance with 2022 California Fire Code, Chapter 50 and California Health and Safety Code requirements. The maximum allowable quantity (MAQ) of hazardous materials per control area will be established using 2022 California Fire Code, 5003.1.

6. Hazardous Materials Inventory Statement (HMIS) per 2022 California Fire Code 5001.5.2. An application for building permit shall include an HMIS. The HIMS shall include the following information:

   A. Product name.
   B. Component.
   C. Chemical Abstract Service (CAS) number.
   D. Location where stored or used.
   E. Container size. F. Hazard classification.
   G. Amount in storage.
   H. Amount in use-closed systems.
   I. Amount in use-open systems.
   J. Safety Data Sheets (SDS) for all proposed materials

7. Storage of combustible materials in buildings shall be orderly. Storage shall be separated from heaters or heating devices by distance or shielding so that ignition cannot occur per2022 California Fire Code 315.

8. Emergency evacuation drills complying with provisions of the Fire Code shall be conducted at least annually for Group H and Group F occupancies listed in section 2022 California Fire Code, 403 or when required by the Fire Code Official.

THE BUILDING DEPARTMENT REQUIREMENTS:

1. Occupancy and required separation of occupancies cannot be determined at this time due to unknown manufacturing or industrial processes in all spaces. Individual use of space is not provided for in all rooms and may possibly necessitate the use of automatic fire sprinklers and applicable life/safety measures per the 2022 California Building and 2022 California Fire Code.

2. All fire rated elements in the space must meet the applicable requirements of 2022 California Building Code Chapter 7.

3. Applicable means of egress requirements shall be consistent with 2022 California Building Code Chapter 10. The design for the occupant load based on the 2022 California Building Code Chapter 10, 1004.

4. Minimum required exit width shall be consistent with 2022 California Building Code Section 1005.

5. The means of egress, including the exit discharge, shall be illuminated at all times the building space is occupied in accordance with 2022 California Building Code 1008.

6. Accessible means of egress is required. Accessible means of egress shall comply with 2022 California Building Code, 1009. Occupiable spaces shall be provided with not less than one accessible means of egress. Two exits or exit access doorways from any space shall be provided where the design occupant load or the common path of egress travel distance exceeds the values listed on 2022 California Building Code Table 1006.2.1.

7. Exits and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress. The path of egress travel to exits and within exits shall be marked by readily visible exit signs to clearly indicate the direction of exit travel in cases where the exit or the path of egress travel is not immediately visible to the occupants. Intervening means of egress doors within exits shall be marked by exit signs. Exit sign placement shall be such that no point in an exit access corridor or exit passageway is more than 100 feet or the listed viewing distance for the sign,

whichever is less, from the nearest visible exit sign. 2022 California Building Code, 1013.

8. Exits shall discharge directly to the exterior of the building. The exit discharge shall be at grade or shall provide a direct path of egress travel to grade. The exit discharge shall not reenter a building. 2022 California Building Code, 1028.

Accessibility Requirements

1. Accessibility requirements are based on standards outlined in 2022 California Building Code chapter 11-B. Access shall be provided throughout the building for individuals with disabilities.

2. Accessibility requirements apply to sites, buildings structures, facilities, elements and spaces, temporary or permanent to provide access to individuals with disabilities. This includes anyone who utilizes a space, including occupants, employees, students, spectators, participants and visitors. Minimum scoping and technical requirements are set forth in 2022 California Building Code Chapter 11-B. New buildings, structures, facilities, elements, and spaces must comply. Additions and alterations to existing buildings or facilities must comply with 2022 California Building Code, 11-B.

Electrical Code Requirements;

1. Flexible cords (extension cords) are not permitted to substitute for fixed wiring and cannot be routed through or concealed in walls, structural ceilings, suspended ceiling, dropped ceilings or floors, attached to building surfaces, be within 6'- 8" of a means of egress, or subject to physical damage 2022 California Electrical Code Article 400.8.

2. Heating and cooling equipment shall require a 15 or 20-amp GFCI protected service receptacle within 25 feet of the equipment. 2022 California Electrical Code article 210.63.

Mechanical Code Requirements

1. The provisions of the 2022 California Mechanical Code shall apply to the erection, installation, alteration, repairs, relocation, replacement, addition to or the maintenance of mechanical systems.

2.All mechanical system(s) installation is required to be completed by licensed mechanical contractors.

3. Provide an exhaust system designed and constructed to capture sources of contaminants to prevent spreading of contaminants to other parts of the occupied spaces of the building (2022 California Mechanical Code, Chapter 5).

4. Appliances regulated by this code shall be listed and labeled for the application in which they are installed and used.

5. Label information. A permanent factory-applied nameplate shall be affixed to appliances on which shall appear in legible lettering, the manufacturer's name or trademark, the model number, serial number and the seal or mark of the approved agency. 2022 California Mechanical Code, 307.0, A label shall also include the following:

California Green Code Requirements:

1. Mandatory measures shall be followed
2. Recycle of 65% of waste generated by weight

*Riverside County Environmental Health approval may be required

PUBLIC WORKS COMMENTS

CUP # 2511-001 **DATE:** January 8, 2026

Location: 150 South Main Street
Blythe, CA 92225

Applicant: LUXE America, LLC
Custom Manufacturing in Commercial Zone

PUBLIC WORKS DEPARTMENT / ENGINEERING

The Public Works Department / Engineering Division recommend that if this CUP application is approved, such approval is subject to the presentation of the appropriate plans and specifications showing all off-site and on-site improvements in compliance with City standards and ordinances to condition the project.

Before final acceptance of the project, and prior to issue the Certificate of Occupancy all conditions listed below shall be completed to the satisfaction of the Director of Public Works/City Engineer.

ON-SITE IMPROVEMENTS

This project is required to manage storm water runoff acceptable to the City of Blythe Codes & Ordinances. Retention basins or underground infiltrations systems shall be sized that no storm water runoff shall exit the property.

HYDROLOGY AND HYDRAULIC CALCULATIONS

ENG 1. All storm water runoff passing through the site shall be accepted and conveyed across the property in a manner acceptable to the City Engineer. For all storm water runoff falling on the site, a hydrology and drainage report, prepared by a registered Civil Engineer, shall be submitted to determine the flows exiting the site under current conditions compared to the incrementally larger flows due to the development of the site.

ENG 2. No storm water runoff shall exit the property or be conveyed into adjacent properties. Facilities such as retention basins or underground infiltration systems shall be sized in such manner that the post development 10-year -24-hour storm event shall be retained on site. These facilities shall be sized in such manner that the peak flow exiting on the site shall be 20% less than the post-development 100-year peak flow from the site.

ENG 3. The volume of increased storm water runoff due to development of the site, and the required storm water runoff mitigation measures for the proposed development shall be determined upon review and approval of the hydrology study by the City Engineer and may require redesign or changes to site configuration or layout consistent with the findings of the final hydrology study.

ENG 4. The proposed storm drain system, including detention basin and on-site street catch basins shall be dry 72-hours after any storm event to provide adequate vector control.

ENG 5. The hydrology report shall contain the existing building pad elevation to ensure there shall be no flooding of the structures during a 100-year storm event and percolation test to ensure there shall be no storm water remaining in the system after 72 hours.

ENG 6. A base flood elevation may be obtained using the methods described in the City of Blythe Municipal Code Chapter 17.29 Flood Plain Management. Finish floor elevation shall be a minimum of 2.0 feet above the base flood elevation.

ENG 7. The applicant shall install drain inlets structures and storm drain system as necessary to convey runoff flows into the proposed detention/retention basin.

ENG 8. There shall be a 5-foot separation between the invert elevation of the bottom of the infiltration system and the groundwater table.

ENG 9. The design of all on-site storm drain systems, including but not limited to retention/detention basins; underground retention systems, storm drainpipes; catch basins, storm drain manholes and storm drain lift stations, shall be included in the hydrology and Hydraulic calculations.

ENG 10. All on-site storm drain systems shall be privately maintained by the owner/developer of the site. Provisions for maintenance of the on-site storm drain systems acceptable to the City Engineer and submitted with the WQMP.

STORM WATER POLUTION PREVENTION PLAN (SWPPP)

ENG 11. This project requires preparation and implementation of a storm water pollution prevention plan (SWPPP). The SWPPPs shall include Best Management Practices during construction. Where applicable, the approved final project-specific Water Quality Management Plan shall be incorporated by reference or attached to the SWPPP as the Post-Construction Management Plan. A copy of the up to date SWPPP shall be kept at the project site and be available for review upon request.

ENG 12. Drainage Swales shall be provided adjacent to all curbs and sidewalks to keep nuisance water from entering the public streets, roadways, or gutters during construction and as a post construction measure.

ON-SITE UTILITIES

GENERAL

ENG 13. The applicant/developer will be required to connect to the public systems (water and sewer) and pay the appropriate fees.

WATER

ENG 14. Domestic, fire & landscape water supply connections should have radio read meters with PR back flow prevention system conforming with the City Standards and Specifications.

ENG 15. Installation and certification of approved RP backflow devise is required.

ENG 16. The applicant will comply with Section 13.08 of the municipal code which regulates the use of water softeners and discharge of industrial wastes into the municipal collection system.

ON-SITE STORM WATER SYSTEM

ENG 17. The on-site storm water system shall be design following the Riverside County Flood Control District and Water Conservation District Design Manual District.

ENG 18. Private Storm Drain Plans shall be submitted to the Public Works Department, Engineering Division for review and approval. Storm drain manhole covers shall be identified as "Private Storm Drain". A profile view of the on-site private storm drain system is not necessary if sufficient invert information is provided in the plan view, including elevations with conflicting utility lines. Plans for on-site private storm drain system other than the private on-site storm drain system, i.e., building drainage and drain connections from the buildings to the on-site private storm drain system are subject to separate review and approval by the Building Department. The plans shall be approved by the City Engineer prior to issuance of any building permits.

ON-SITE STREETS AND PARKING

ENG 19. All on-site parking area shall be constructed with continuous curbing at least 6 inches high and 6 inches wide around all parking areas and aisle planters; wheel stops shall not be used in lieu of curbing, to protect landscaping, signage, structures, and walls. Cross-gutters shall be designed as necessary to accept and convey parking surface drainage of the on-site parking to the on-site drainage system.

ENG 20. No parking space shall be located so that a vehicle will maneuver within 20 feet of a vehicular entrance measured from the curb return.

ENG 21. The minimum pavement section for all parking area shall be 3 inches asphalt concrete pavement over 6 inches Class 2 aggregated base with a minimum sub-grade of 24 inches at 95% relative compaction, or equal. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.

ENG 22. The existing driveway on Main Street is not ADA compliant and will require replacement to meet current standards or abandoned and replaced with standard curb, gutter and sidewalk.

ENG 23. Repair or replace all broken, cracked, or damaged curb, gutter and sidewalk along the street frontage at Commercial St.

STREET IMPROVEMENTS

ENG 24. Driveway approaches should be a minimum 24' wide in accordance with Riverside County Transportation Department Ordinance No. 461, Standard No. 207A.

ENG 25. Street improvements shall be made in accordance with the City's General Plan and per City Standard.

TRAFFIC SIGNING AND STRIPING

ENG 26. Cracks and damages on the existing sidewalk in the entire frontal and side stretches in Hobson Way and First St. of the property should be repaired and upgraded per the City's Standards & Specifications.

ENG 27. All damaged, destroyed, or modified pavement legends, traffic control devices, signing, and striping associated with the proposed development shall be replaced as required by the City Engineer prior to issuance of a Certificate of Occupancy.

ENG 28. The City shall collect plan check fees for initial and subsequent plans checks upon submission and resubmission of the development plans. The fee schedule is available at the Public Works Department.

STREET LIGHTING

ENG 29. The applicant shall be responsible for the design, materials, and installation costs of all street lighting on public streets within and adjacent to their project. If necessary, Streetlight(s) shall be designed in accordance with City of Blythe Standard Drawing No. P 103-A. and P 103-B.

ENG 30. The streetlight spacing will be approximately 200 feet along the same side of the street using 130-Watt 9,900 lumen 4,000K CRI Light Emitting Diode lighting with 20-year life photo control. To achieve reasonable uniformity, deviations away from the point of radius are permitted up to 25 feet. Any further deviation must be approved by Public Works Department of the City of Blythe.

ENG 31. Streetlight poles should be set approximately 7 feet back of asphalt edge and protected with bollards. In cases where the streetlights facilities conflict with underground or overhead utilities, setback deviation must be approved by the Public Works Department of the City of Blythe.

ENG 32. Submit street lighting plans prepared by a Registered California Civil Engineer to the Public Works Department, Engineering Division and to Southern California Edison. The plans shall be approved by the City Engineer prior to issuance any building permits.

ENG 33. The City shall collect plan check fees for initial and subsequent plans checks upon submission and resubmission of the development plans. The fee schedule is available at the Public Works Department.

LANDSCAPING AND IRRIGATION PLANS

ENG 34. Submit landscaping and irrigation system improvement plans for review and approval by the City Engineer and Director of Public Works. The plans shall be approved in conjunction with the drainage and paving plans prior to issuance of a building permit, unless otherwise allowed by the City Engineer.

City of Blythe

Luxe America, LLC, Product Manufacturing, Storage and Distribution Project

CEQA Exemption – Existing Facilities

Prepared for:

City of Blythe
Community Development Department
235 N. Broadway
Blythe, CA 92225



https//luxe-america.com

February 2026

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Categorical Exemption – Minor Changes and Reuse of Existing Facilities Development Project

1.0 Luxe America, LLC, Product Manufacturing, Storage and Distribution Project – City of Blythe

1. **Project Title:**	Luxe America, LLC, Product Manufacturing, Storage and Distribution Project
2. **Lead Agency Name and Address:**	City of Blythe 235 N. Broadway Blythe, CA 92225
3. **Contact Person and Phone Number:**	Mallory Crecelius Interim City Manager / City Clerk (760) 922-6161
4. **Project Location:**	150 South Main Street, Blythe, CA 92225; south of Hobsonway and north of Interstate 10 in the City of Blythe; Assessor's Parcel Number 848-042-015; 33°36'32.5" N Lat., 114°35'57" W Long., (approximate center of site.)
5. **Project Sponsor's Name and Address:**	Arash Ross Sayed, Owner & Operator Luxe America, LLC 
6. **General Plan and Zoning Land Use Designation:**	General Commercial (C-G), with a Conditional Use Permit required for light manufacturing facilities.

2.0 Purpose of the Categorical Exemption

This California Environmental Quality Act (CEQA) exemption document has been prepared by the City of Blythe in conformance with CEQA review requirements for the proposed *Luxe America, LLC, Product Manufacturing, Storage and Distribution Project*. The project description is detailed in the following section, followed by a record of the supporting analyses that were used to make the determination that the proposed project qualifies for an exemption from CEQA as a project consisting of minor alteration and reuse of existing facilities (CEQA Guidelines §15301)[i].

3.0 Project Description

Luxe America, LLC, a California-based manufacturing and distribution company specializing in personal care and fashion accessory products, has applied to the City of Blythe for a Conditional Use Permit (CUP) for development and operation of a light manufacturing and product storage and distribution facility in a vacant commercial building. The company seeks to establish a small-scale production and storage facility that operates within the parameters of the City's zoning regulations. The proposed activities will take place entirely indoors within the enclosed commercial property, with production of the company's primary products including Zincalm™ Foot & Body Powder, and the Slick Collar® Shirt Collar Support System. The City's General Plan and zoning land use designation for the property is General Commercial (C-G) which allows light manufacturing and product storage businesses with approval of a CUP.[ii] At present, the property is empty and has been unoccupied for several years. Improvements will be made as stipulated by the City's building and fire departments.

Total lot size is 10,454 square-feet (APN 848-042-015) with total building area of 2,994 square-feet, with five covered parking spaces located at 150 South Main Street. The company has applied for a CUP to establish a small-scale production and storage facility with small-scale inventory storage of the company's products. The requested permit covers inventory storage of the Zincalm™, and Slick Collar® products in the number of only several hundred units at a time, and low-impact light manufacturing activities consistent with Blythe Municipal Code Section 17.48 (C-G - General Commercial Zone).

The proposed light manufacturing and storage activities are clean, quiet, and low-impact in nature with machinery producing light humming sounds that do not travel beyond the room they are operating in. The manufacturing process does not produce any fumes, odors, or hazardous waste. Traffic generation is very low with limited deliveries once every 4 to 6 months, and occasional

shipping of one or two pallets of Zinc Oxide, and Calcium Carbonate. The delivery trucks are usually the size of small moving trucks or limited to regular mid or full-size trucks such as a Ford F-150 pickup truck. Modifications to the existing building are very limited with installation of a 14-inch wide Luxe America™ LLC company sign on the property's front door.

The property and existing building have been unoccupied for several years. The property will also be modernized to meet the City's standards of safety and cleanliness, with the applicant's goal to produce wellness and beauty products, create local employment opportunities, stimulate demand for local suppliers and services, enhance utilization of existing commercial space, and contribute to the revitalization of the City's Main Street business district.

The City of Blythe supplies potable water and sewer services to the property and will also provide police and fire protection for the site. (See *Figure 1: Project Site Location Within the City of Blythe*, *Figure 2: Site Map and Surrounding Land Uses*, and *Figure 3: Site Plan*.)

The Project requires a CUP from the City. The Applicant has no other related projects proposed or planned in the City of Blythe and the proposed project is not related to any other proposed projects in the City. The City of Blythe has primary responsibility for approval of the CUP for the proposed Project and is therefore the CEQA Lead Agency.

Figure 1: Project Location Map

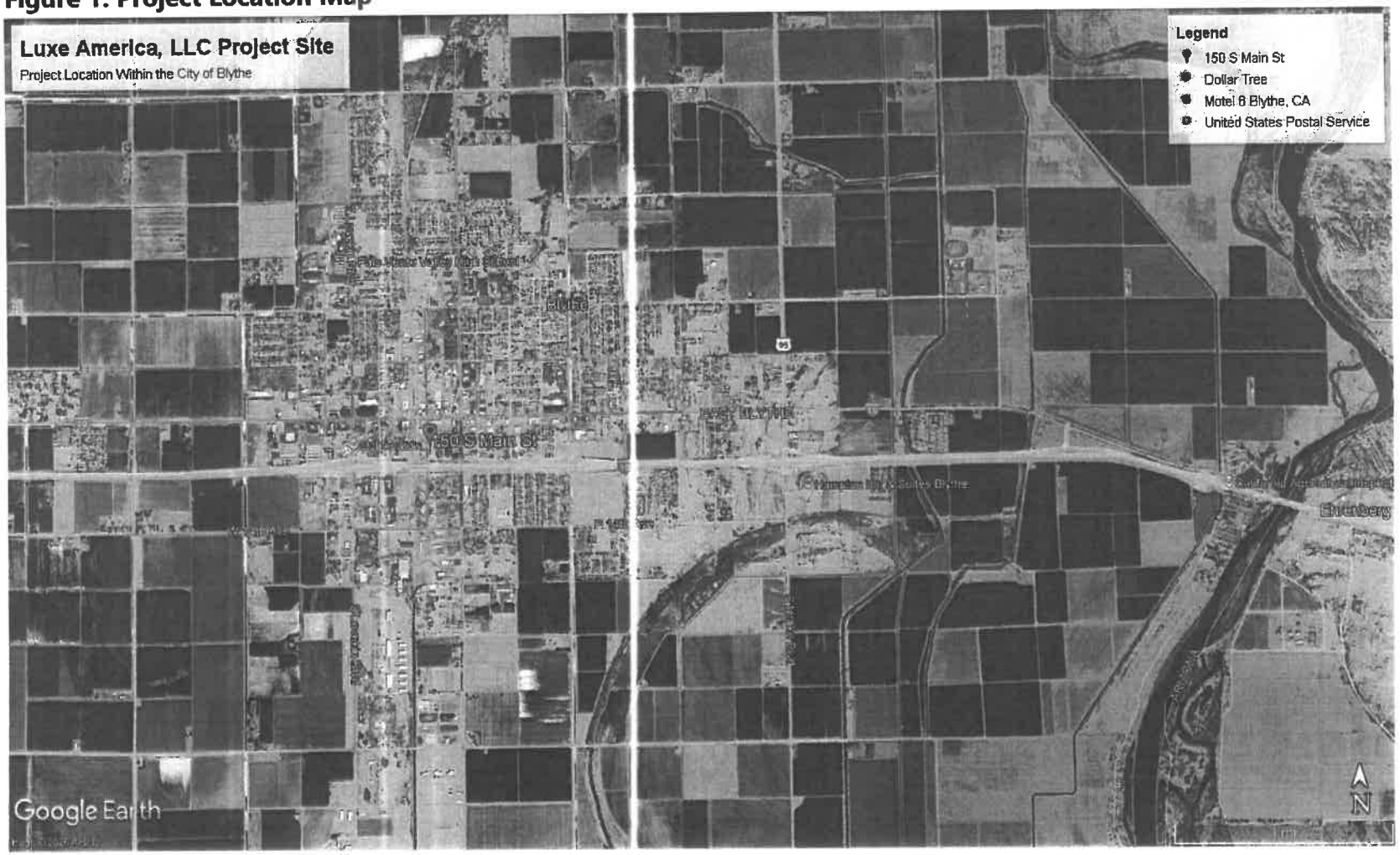
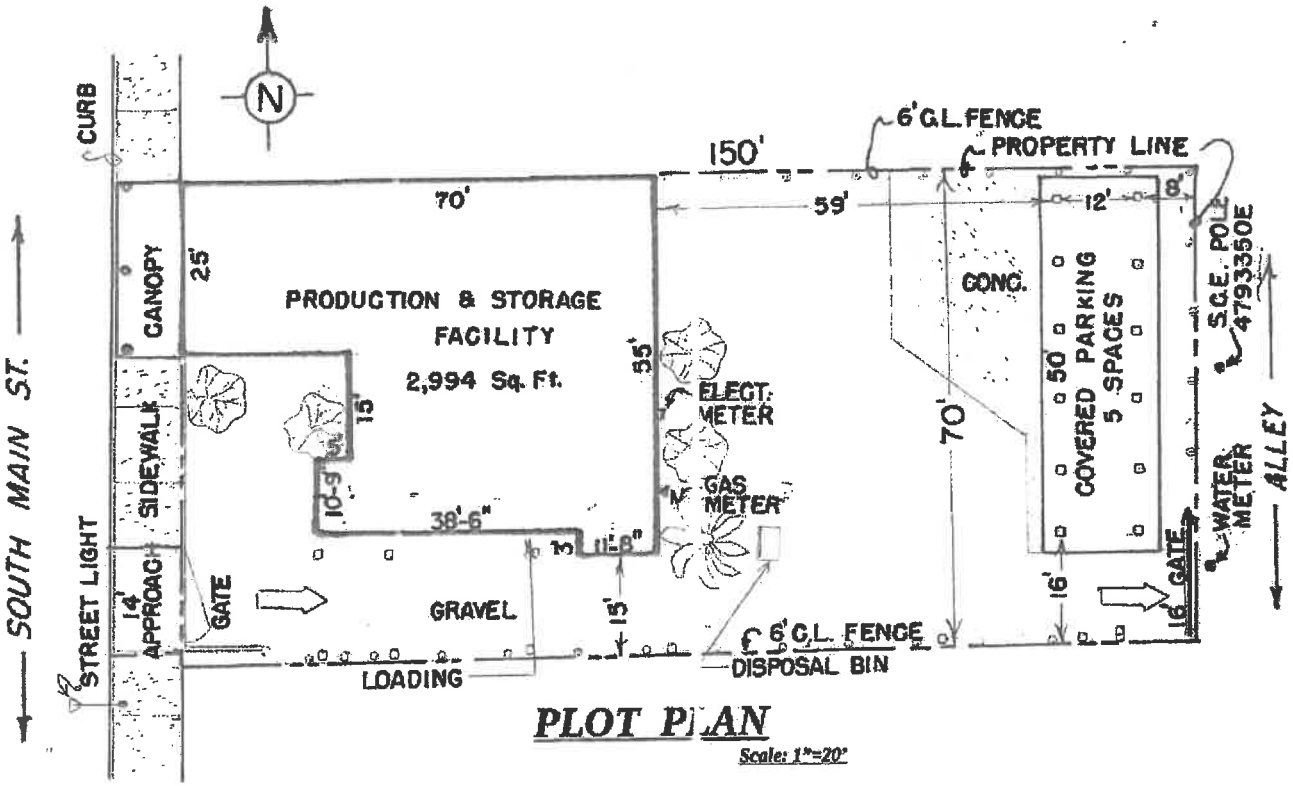


Figure 2: Project Site and Surrounding Land Uses



Figure 3: Site Plan



Property Address: 150 South Main Street, Blythe, CA 92225
APN: 848 042 015
Zoning: C-G (General Commercial)
Lot Size: 10,454 Sq. Ft. / 0.240 Acres
Building Type: Commercial/Industrial
Legal Description: POR LOT 22 BLK 13 AND LOTS 20 & 21 BLK 13 MB 006/026 BLYTHE CITY

4.0 CEQA Guidance – Categorical Exemption

As the Lead Agency under CEQA, the City of Blythe has undertaken preliminary review and determined that the proposed light manufacturing and product storage use in an existing commercial building qualifies for a Categorical Exemption as a minor alteration and reuse of existing facilities (2025 State CEQA Guidelines §15301). This CE document describes the proposed project and briefly assesses each of the criteria required to qualify for the exemption. It also includes assessment of the CEQA exceptions to use of an exemption to satisfy the findings needed to support the City's findings. Based upon this review the City concludes that the proposed project and project site have no environmental sensitivity that would preclude use of a Categorical Exemption.

5.0 Categorical Exemption – Analysis and Findings

Based upon review of the CEQA Guidelines, the City has determined that the proposed Project is exempt under the categorical exemption as redevelopment of an existing facility (CEQA Guidelines §15301). The applicable criteria for exemption are identified as follows.

> **15301. EXISTING FACILITIES**
> Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. ...The key consideration is whether the project involves negligible or no expansion of use.
>
> **Note:** Authority cited: Section 21083, Public Resources Code; References: Sections 21084, Public Resources Code; *North County Advocates v. City of Carlsbad* (2015) 241 Cal.App.4th 94; *Communities for a Better Environment v. South Coast Air Quality Management Dist.* (2010) 48 Cal.4th 310; *Bloom v. McGurk* (1994) 26 Cal.App.4th 1307.

The proposed remodeling of a vacant commercial building for use as a health and fashion product manufacturing, storage and distribution facility is a minor alteration of an existing commercial structure. The existing building is in an area where all public services and facilities are available and connected at present, and the project involves no expansion of use in terms of utility or service demands. The vacant commercial building and surrounding parking area is not environmentally sensitive in any way.

Repairs to the existing commercial structure and any necessary interior remodeling and improvements to plumbing and electrical facilities will occur entirely within the same site and structure as exists at present. The production facility will have substantially the same purpose (providing a public commercial service) and capacity as the structure to be remodeled with no expansion in the physical footprint of the building or surrounding parking lot. No expansion or change in the capacity of existing utility systems is required or proposed. The commercial property is level, with no slope. Repairs and remodeling within the existing building and use of the existing parking lot will not involve any waterway or wetland. The project site is not located within an officially designated scenic area, or area subject to any unique geologic hazard.

6.0 Consideration of CEQA Exceptions from Exemption

Based upon review of the CEQA Guidelines, the City has determined that the proposed project has no conditions as defined in CEQA Guidelines §15300.2 that would make it ineligible for the applicable categorical exemption. The applicable criteria for possible exceptions from exemption are identified as follows.

15300.2. EXCEPTIONS

(a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

(c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

(d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state

scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

Note: Authority cited: Section 21083, Public Resources Code; References: Sections 21084 and 21084.1, Public Resources Code; *Wildlife Alive v. Chickering* (1977) 18 Cal.3d 190; *League for Protection of Oakland's Architectural and Historic Resources v. City of Oakland* (1997) 52 Cal.App.4th 896; *Citizens for Responsible Development in West Hollywood v. City of West Hollywood* (1995) 39 Cal.App.4th 925; *City of Pasadena v. State of California* (1993) 14 Cal.App.4th 810; *Association for the Protection etc. Values v. City of Ukiah* (1991) 2 Cal.App.4th 720; and *Baird v. County of Contra Costa* (1995) 32 Cal.App.4th 1464.

Findings:

(a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

This criterion is not applicable to the class 1 exemption that applies to this project. Reuse of an existing vacant building will be an environmental benefit and has no potential to impact an environmental resource of hazardous or critical concern designated, mapped, or adopted by any federal, State, or local agencies.

(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

The proposed commercial health and fashion production facility is not related to any successive projects of the same type in the City of Blythe that could result in an adverse cumulative effect. Therefore, this exclusion does not apply to the proposed project.

(c) *Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.*

No unusual circumstances exist on or around this existing commercial building that could result in a reasonable possibility of having significant adverse effects on the environment. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The proposed project includes development of a health care and fashion products business within an existing vacant building located within a designated commercial zone in the City of Blythe. Traffic, noise and air quality effects will be minimal and typical of commercial / light manufacturing uses throughout the City. The commercial building to be repurposed for the facility is connected to the City's water and wastewater systems, and no expansion of any utility system is required or proposed.

The project site and surrounding areas have no value as habitat for endangered, rare or threatened species. The site and surrounding lands have been in urban use for decades, including commercial development. The project site is entirely within the City of Blythe adjacent to urban land uses and is not located in proximity to any wetlands, wildlife refuge, or lands protected under a special habitat conservation or management plan. It is determined therefore that the site has no meaningful habitat value for any special-status species. Therefore, this exclusion does not apply to the proposed project.

(d) *Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway.*

No designated scenic highway is located in proximity to the proposed project site. As shown in figures 1 and 2 above, Interstate 10 is located less than one-quarter mile south of the site, but is not an officially designated State Scenic Highway, and there are no State Scenic Highways from which the property is visible. Therefore, this exclusion does not apply to the proposed project.

(e) *Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.*

The site is not identified on the EnviroStor list maintained by the Department of Toxic Substances Control, (website source: www.calepa.ca.gov/sitecleanup/corteselist/; accessed January 2026). As

of January 28, 2026 there were 15 sites listed in Riverside County, none of which are in or near the City of Blythe. On the hazardous materials Cortese list (www.envirostor.dtsc.ca.gov/public/map/?myaddress=Blythe; accessed January 28, 2026) there are three sites listed within 15,000 feet of the project site which are identified as "Closed", "Corrective Action" and "Voluntary Cleanup". None of these sites are near the project site. Therefore, this exclusion does not apply to the proposed project.

(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

There are no historic resources located on or in the vicinity of the existing commercial property and there is no potential for such resources to be impacted. Therefore, this exclusion does not apply to the proposed project.

7.0 Eligibility Conclusion

Based upon information contained in the administrative record, as reflected in the answers provided to evaluation of exemption criteria and consideration of possible exceptions to use of an exemption above, the City hereby determines that the proposed Luxe America, LLC Project qualifies for a Class 1 categorical exemption. The project fits within the parameters included in CEQA Guidelines Section 15301 as reuse and minor alterations of an existing facility project, and none of the exceptions to this exemption defined in Section 15300.2 apply. Should the City Council approve the proposed CUP for the project, a Notice of Exemption will be filed with the County Clerk and State Clearinghouse as described in the CEQA Guidelines §15062 (c)(2).

Signed: _____ **Date:** February 3, 2026

Name: Mallory Crecelius
Title: Interim City Manager & City Clerk

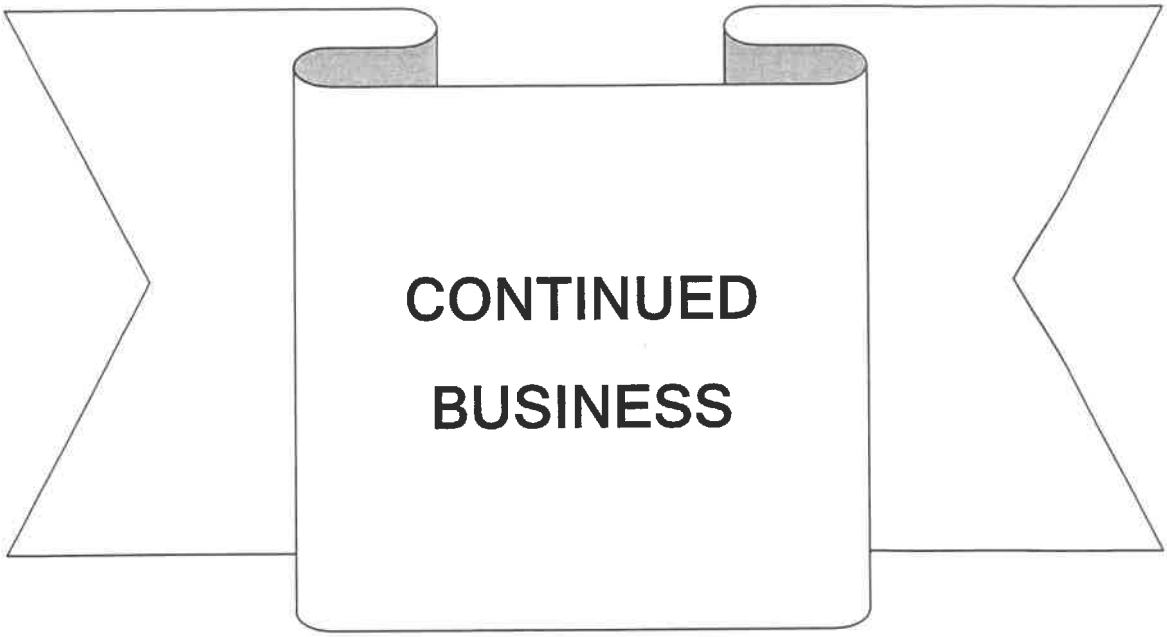
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[i] Association of Environmental Professionals (AEP), *California Environmental Quality Act, Statute and Guidelines*, 2025

[ii] City of Blythe, *2025 General Plan*, March 2007 and *General Plan Program Environmental Impact Report*, January 2007

City of Blythe, *Land Use Element*, General Plan 2025, March 2007

City of Blythe, *Zoning Ordinance* – General Commercial; 1982


CONTINUED
BUSINESS

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: March 10, 2026

SUBJECT: Palo Verde Hospital Ad Hoc Committee Update

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: It is recommended Council receive and file a report from the Hospital Ad Hoc Committee.

FISCAL IMPACT: None

BACKGROUND: After receiving information from concerned citizens related to the financial state of the Palo Verde Healthcare District earlier this year, the City contacted Riverside County Supervisor V. Manual Perez's Office to offer assistance. The City requested assistance in identifying the oversight body for the Palo Verde Healthcare District's Board of Directors.

After learning the hospital had shuttered operations except for the Emergency Room, Laboratory and Radiology, City officials contacted our State and Federal partners requesting assistance. In May, the Mayor appointed Vice Mayor Rodriguez and Council Member Burton to serve on a Hospital Ad Hoc Committee. In June, the City sent a letter to the Riverside Local Agency Formation Commission (LAFCO) requesting that LAFCO conduct a Municipal Service Review (MSR) of the Palo Verde Healthcare District. The item was placed on June 26, 2025, Agenda and the Commissioners unanimously voted to direct staff to proceed with the MSR.

On September 25, 2025 the MSR report was presented to the LAFCO Board of Directors. The LAFCO Commissioners requested a dissolution plan that includes establishing a successor agency. Once a plan is in place, LAFCO will move to dissolve the Palo Verde Healthcare District. The County of Riverside, in partnership with the City of Blythe, formed a joint working group to develop the succession plan.

Since LAFCO moved to dissolve the Palo Verde Health Care District, the Palo Verde Health Care District Board of Directors field Chapter 9 Bankruptcy further complicating matters and the fiscal situation of the District.

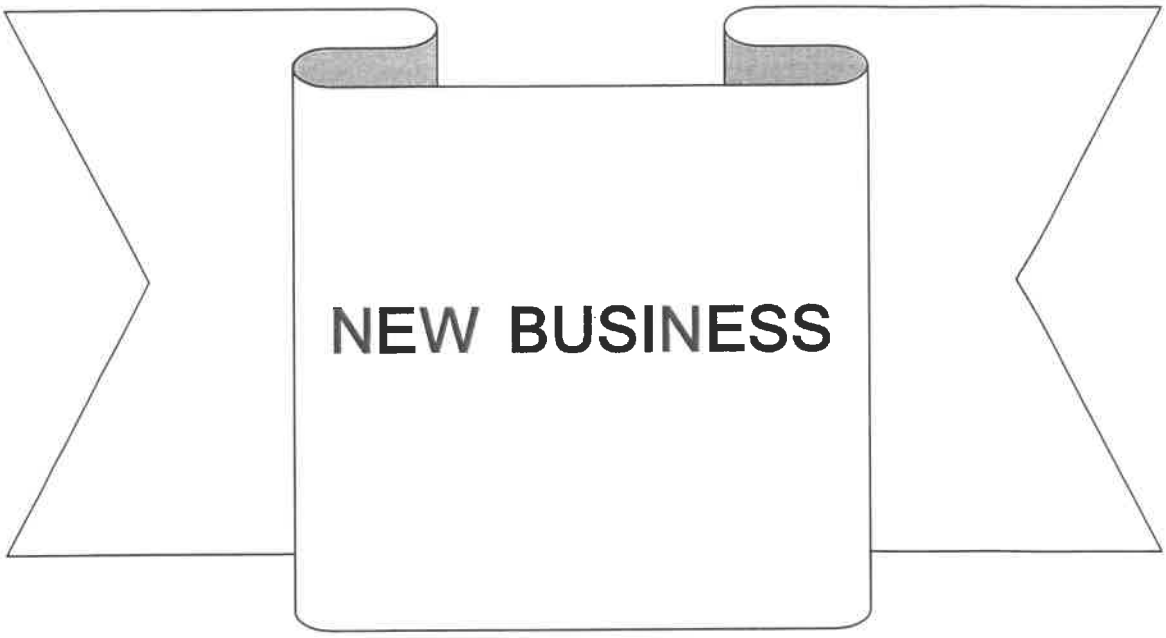
On January 7, 2026, the Palo Verde Health Care District Board of Directors posted an Emergency Meeting notice. The Staff report stated the hospital would close on Saturday, January 10, unless $2 million was obtained. In a Special Meeting on January 9, 2026, the City Council voted to provide Bridge Loan Funding in the amount of $330,000 to keep the hospital operational for another week to allow time for the County to come in and assist. The Loan was contingent upon the Board allowing the County to provide oversight and the day-to-day management of the hospital.

On January 27, 2026, the County Board of Supervisors ratified a $1 million loan to the PVHD and approved a strike force led by the Riverside University Heath System to independently

stabilize and manage the Palo Verde Hospital Emergency Department for a period of 180 days.

STAFF REPORT: The Ad Hoc Committee will provide an update.

ATTACHMENTS: None


NEW BUSINESS

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: March 10, 2026

SUBJECT: Termination of Emergency Action Taken by Interim City Manager for the Repairs to the Sinkhole, Sewer Main and Manholes near 900 N. Broadway and Acceptance of Work Performed

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: It is recommended Council terminate the emergency action declared by the Interim City Manager on January 8, 2026 for the repairs to the sinkhole, sewer main and manholes near 900 N. Broadway. It is further recommended Council accept the work performed by Robert Yates dba Cholla Construction and authorize the Mayor and City Clerk to execute and file the Notice of Completion for the project and authorize the Interim City Manager to release retention payments once the Notice of Completion is recorded and release project bonds once appropriate.

FISCAL IMPACT: $256,382 from the Sewer Utility Fund.

BACKGROUND: In late December 2025, staff received a report that there was a sinkhole located across from 892 N. Broadway. Based upon further investigation by staff, in consultation with Cholla Construction, staff determined the sinkhole was caused by a collapsed sewer line. The collapsed sewer line resulted in sewer waste backup from residents discharging to that approximately 3,000 linear foot segment of the sewer line.

Public Contract Code section 1102 defines an "emergency" as "a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services."

Per Section 2.66.070(B) of the Blythe Municipal Code (BMC) and the City's Purchasing Policy, in cases of emergency, when it is impractical to convene a meeting of the City Council, the City Manager is authorized to order the repair or replacement of a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts. If the City Manager takes such action, the City Manager is required to report to the City Council at its next regularly scheduled meeting the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

The sinkhole in the roadway caused by the collapsed sewer line is a health and safety issue. Further, the collapsed sewer line results in sewer waste backup in the manholes located near the collapsed sinkhole. Such backup could result in sewage leaks, which are a public health and safety issue and could result in fines from the State. On January 8, 2026, the Interim City Manager determined the sinkhole and collapsed sewer line constituted an emergency, as defined by Public Contract Code section 1102. The City entered into an agreement dated January 9, 2026

with Robert Yates dba Cholla Construction ("Cholla") for the work. At the January 13, 2025 Council meeting, the Interim City Manager provided a report to the Council regarding the reasons justifying why the emergency would not permit a delay resulting from competitive bidding and why the action was necessary to respond to the emergency.

Pursuant to Section 22050(c)(2) of the Public Contract Code, the City Council is required to review the emergency action at least at every regularly scheduled meeting until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action. At the February 10, 2026 meeting, Council determined the need to continue the emergency repairs.

STAFF REPORT: The emergency repairs to the sinkhole, sewer main and manholes near 900 N. Broadway were completed to the satisfaction of the Public Works Department on February 23, 2026.

Public Contract Code section 22050(c)(3) states that the governing body shall "terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts." As the repairs are now complete, it is recommended Council terminate the emergency action declared by the Interim City Manager on January 8, 2026 for the repairs to the sinkhole, sewer main and manholes near 900 N. Broadway. It is further recommended Council accept the work performed by Robert Yates dba Cholla Construction and authorize the Mayor and City Clerk to execute and file the Notice of Completion for the project and authorize the Interim City Manager to release retention payments once the Notice of Completion is recorded and release project bonds once appropriate.

ATTACHMENTS:

1. Notice of Completion

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City Clerk City of Blythe 235 North Broadway Blythe, CA 92225	

SPACE ABOVE LINE FOR RECORDER'S USE ONLY
EXEMPT FROM RECORDING FEES – GOVERNMENT CODE §§ 6103, 27383

NOTICE OF COMPLETION
(California Civil Code § 9204)

NOTICE IS HEREBY GIVEN that on March 10, 2026, the City Council of the City of Blythe accepted the public work of improvement ("Project") described herein and the Project was deemed completed on such date.

1. Name and Address of Owner: The City of Blythe, 235 North Broadway, Blythe, CA 92225

2. Description of Project: The Project is known as: Emergency Sinkhole, Sewer Main, and Manholes Repairs at 900 N. Broadway Project. The Project generally consisted of the repair of the sewer main, backfill of the sinkhole, rehabilitation of the immediate upstream and downstream manholes of the sinkhole area, and restoration of the pavement to its original condition.

3. Location of Project: 900 N. Broadway, Blythe, CA 92225

4. Name and Address of Contractor: Robert Yates dba Cholla Construction, 1051 Jones St., Brawley, CA 92227

5. Date of Agreement: January 9, 2026

6. Name of Surety: Developers Surety and Indemnity Company

Dated: _____

_____
Joseph DeConinck
Mayor, City of Blythe

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Blythe, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, at Blythe, California.

_____
Mallory Crecelius
City Clerk, City of Blythe

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: March 10, 2026

SUBJECT: State Prison Inmate Community Service Crews

PRESENTED BY: Joseph Halby, Council Member
Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: Council provide direction to staff.

FISCAL IMPACT: Unknown

BACKGROUND: When Ironwood and Chuckawalla Valley State Prisons first opened, the City was provided free inmate community service crews. Under the supervision of the City's Public Works Department, these crews picked up trash and beautified city parks and open spaces.

Although this started as a free service provided by the State for the City allowing the prisons to be built in the City limits, at some point the State began charging for this service. Due to the cost, the city no longer takes advantage of the Inmate Community Service Crews.

From time to time the City has researched bringing the inmate labor crews back to assist Public Works with a growing workload. The decision not to move forward has always come down to the cost of the service.

State Prison Inmate Community Service Crews were last discussed in 2016. At the time, the annual cost was $147,500. On top of this, the City was required to provide a transportation van for the 8–12-man crew as well as a towable porta potty and provide tools to complete the required work. At the time, crews were available to do graffiti removal, litter removal, painting, weed abatement, landscaping and general cleanup and any other mutually agreed upon activities.

STAFF REPORT: Council Member Halby would like to re-engage discussions with the State to resume the Inmate Community Service Crews in Blythe. Staff is looking for direction from Council on how to proceed.

ATTACHMENTS:

1. Inmate Community Service Work Crew Sample Agreement provided in 2016

(insert name of CONTRACTOR)
California Department of Corrections
SCOPE OF WORK

Agreement Number_____

Exhibit A

INMATE COMMUNITY SERVICE WORK CREWS

1. INTRODUCTION/SERVICE

Contractor shall provide all equipment, materials, supplies, and tools necessary for the California Department of Corrections (CDC), _____ (insert name of institution) located at _____, inmate work crews to perform_____(insert services) for_____ (insert Contractor) owned properties. The services to be performed shall consist of the work listed herein.

This contract shall provide a meaningful, useful, and manageable work program as part of the work incentive of inmates at _____(institution) to render a public service. Under no circumstances are inmates to be considered employees or agents during the term of assignment of projects.

Services to be provided by CDC inmate work crews shall consist of the following but not limited to:

Graffiti removal	Weed abatement
Litter removal	Miscellaneous landscaping work
Painting	Pruning trees and shrubs

General cleanup, and other activities mutually agreed upon.

2. CONTRACTOR RESPONSIBILITIES

a. Designate a Project Coordinator (PC) representative for each assigned project who will assist and give instructions and technical supervision for each project performed by inmates, a well as deadlines for projects, if applicable.
b. Will not use inmate crews in lieu of paid staff or in violation of the Public Contract Code.
c. There shall be no commingling of inmate crews with the public or Contractor staff other than the immediate technical direction by Contractor to ensure quality control of the work to be performed.
d. Provide training to inmate crews in all safety procedures and a safe working environment. CDC realizes and acknowledges that the performance of work in and around the work sites can be hazardous and that injuries to workers can occur which cannot be reasonably avoided by any of the parties hereto. However, the Contractor agrees not to assign any inmate work crews to work in any area which the Contractor knows to be unsafe or in a dangerous condition.
e. Provide assignments and necessary equipment, materials, plans, technical guidance, and supplies as necessary for all projects to be completed except when agreed upon in advance that CDC will furnish all or part. Provide any special clothing and/or safety equipment required in addition to what CDC provides.
f. Provide any heavy equipment necessary for the completion of projects and personnel operate the heavy equipment.

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 09/01)

AGREEMENT NUMBER
06A2035
REGISTRATION NUMBER

5600005556

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
California Department of Transportation (Caltrans)

CONTRACTOR'S NAME
California Department of Corrections and Rehabilitation (CDCR)

2. The term of this Agreement is: **June 1, 2015** or upon Caltrans approval, whichever is later through **May 31, 2017**

3. The maximum amount of this Agreement is: **$ 295,000.00**
Two Hundred Ninety-Five Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	4 Pages
Exhibit B – Budget Detail and Payment Provisions	2 Pages
Exhibit C* – General Terms and Conditions (GIA 610)	Online
Exhibit D - Special Terms and Conditions	2 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. *These documents can be viewed at* http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		*California Department of General Services Use Only*
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* **California Department of Corrections and Rehabilitation**		
BY *(Authorized Signature)* Peggy Jones	DATE SIGNED *(Do not type)* 6/5/15	
PRINTED NAME AND TITLE OF PERSON SIGNING Peggy Jones, Manager, Institution Service Contracts Unit #1		
ADDRESS 9838 Old Placerville Road, Suite B-1 Sacramento, CA 95827		
STATE OF CALIFORNIA		
AGENCY NAME **California Department of Transportation**		
BY *(Authorized Signature)* Carla D Bruce	DATE SIGNED *(Do not type)* 6/8/15	
PRINTED NAME AND TITLE OF PERSON SIGNING for Michelle Thompson, Contract Officer		☒ Exempt per: SCM 4.04 (A) (5)
ADDRESS Procurement and Contracts 1727 30th Street, MS 65 Sacramento, CA 95816		

EXHIBIT A
Interagency Agreement

SCOPE OF WORK

1. This Agreement is entered between California Department of Corrections and Rehabilitation (CDCR or Contractor) and the California Department of Transportation (Caltrans), collectively the parties, have mutually entered into this Agreement for Inmate Labor. This Agreement with CDCR is needed to provide inmate labor crews on Caltrans Right of Way.

2. Subcontracting is not permitted under this Agreement. All references to subcontracting or subcontractors as found herein are not applicable to this Agreement.

3. This Agreement will commence on **June 1, 2015** or upon approval by Caltrans, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on **May 31, 2017**. The services shall be provided during any five (5) eight (8) hour or four (4) ten (10) hour working days excluding Sundays and State and National holidays. The parties may amend this Agreement as permitted by law.

4. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Department of Transportation	Contractor: California Department of Corrections and Rehabilitation, VSP
Section/Unit: District 6/Maintenance	Section/Unit: Business Services/Procurement Unit
Contract Manager: Nicole Osuna	Project Manager: Irene Contreras
Address: 1352 W. Olive	Address: 21633 Avenue 24
Fresno, CA 93728	Chowchilla, CA 93610-0099
Bus. Phone No: 559-444-2504	Bus. Phone No: 559-665-6175
Email: nicole.osuna@dot.ca.gov	Email: irene.contreras@cdcr.ca.gov

The project representatives during the term of this Agreement may be changed by advance written notice without the necessity of an amendment to the Agreement.

5. Description of Work:

   A. CDCR agrees to provide the following services, under the direction of an authorized Caltrans Representative:

      1. Clear unwanted, unsightly, dead or overgrown brush, debris fallen limbs, and dead grass within the Right of Way.

      2. Trim or remove brush and trees, which have the potential of obstructing sight distance in the future as the brush becomes larger.

EXHIBIT A
Interagency Agreement

3. Remove fire tinder within the Right of Way, to include dead grass, fallen limbs, or other fire tinder.

4. Restore plant(s) in landscaped areas. Remove dead or end of life cycle plants, shrubs and trees. Prepare and replant areas of plant loss, shrubs and trees. Remove groundcover.

5. Perform manual weed control.

6. Restore water systems.

7. Clean up backside of landscaped areas (i.e. along streets and frontage roads). Clean brush and weeds, and remove debris.

8. Mow lawns and mulch plants.

9. Participate in annual tree planting programs each winter season.

10. Restore Right of Way fence (i.e. rotted posts, broken wires) in areas of no active use of the adjacent properties where fences have deteriorated.

11. Wash and paint signs and guideposts (guardrail, wooden rail).

12. Perform general yard work at maintenance stations.

13. Remove litter (roadside and landscape).

B. **CDCR RESPONSIBILITIES**:

1. Provide custody supervision for the discipline, security, control, welfare and safety of inmates, contractor staff and the general public while assigned to work on Caltrans Right of Way. Also, ensure there is no comingling of prison inmate work crew with the public or other Caltrans Work crew and staff other than the immediate technical direction of Caltrans employees to ensure quality control of work being performed. Notwithstanding the above, CDCR inmate work crew may work with a Caltrans employee at the Supervising Correctional Officer's discretion.

2. Provide lunch sack food, water, custody, care and supervision of inmates except for technical direction performed by Caltrans employees.

3. Transport all inmate work crew to and from work sites and provide a portable sanitary toilet for use and convenience of work crews and CDCR personnel.

EXHIBIT A
Interagency Agreement

4. Provide qualified personnel to operate equipment, except Caltrans equipment which shall be operated only by a qualified Caltrans employee. At the discretion of the Correctional Officer, inmate work crew may operate power string trimmers (weed eaters).

5. Provide medical care and transportation to a medical facility in the event that an inmate is injured on the job. CDCR will be responsible for the administration of any claims by the inmate due to injury on the job, as well as for treatment of the injury. Caltrans Contract Manger shall be notified within twenty-four (24) hours of any injuries incurred while working under the Agreement.

6. Determine the quantity of inmates that will be committed to a specific work site based on safety/security factors. Inmate work crew size will be limited to a minimum of six (6) and a maximum of eight (8) inmates per Correctional Officer five (5) days a week except a scheduled day off due to inclement weather or holiday.

7. Provide inmate work crews to perform manual labor and services on a five (5) eight (8) hour or four (4) ten (10) hour days a week basis including transportation time. The days do not have to be consecutive and can be any five (5) or four (4) days out of the week, excluding Sundays and State Holidays. Schedules are to be determined by Caltrans and CDCR. Correctional Officers responsible for inmate work crew activities will notify and cooperate with Project Manager to schedule dates and hours of work.

8. Work crews to report at a mutually agreed time at Caltrans location: 1632 West Pine Street Fresno, CA or at a pre-approved work site location.

9. Notify Caltrans by telephone at (559) 444-2504 before 8:00 a.m. on days CDCR personnel are unable to work due to equipment problems, sick leave, vacation, or unforeseen circumstances (i.e. lockdown, modified programs). CDCR will also advise Caltrans Contract Manager one (1) week in advance of permanent changes in Correctional Officers in charge of inmate laborers. This information may be faxed to (559) 445-6270, Attn: Nicole Osuna.

10. Responsible for maintaining a daily log and control of all tools, equipment, and fuel assigned to the inmate work crew. All tools must be accounted for at the end of each workday. CDCR will also perform all necessary paperwork including but not limited to: hours worked, travel logs, and invoicing for services.

EXHIBIT A
Interagency Agreement

C. **CALTRANS RESPONSIBILITIES:**

1. Provide technical direction to oversee the work being performed under the terms of this Agreement in its maintenance and equipment functions.

2. Provide qualified Caltrans Employees to operate equipment.

3. Cost of materials, supplies, tools, equipment utilized by inmate work crew at the job site, and equipment fees, including van costs, mileage reimbursement and fuel.

4. Provide inmate work crew with safety equipment such as signs, hard hats, and orange vests.

5. Provide traffic control and adequate equipment/materials (i.e., barricades, cones and signs, etc.) to ensure the safety of all workers.

6. Assist in protecting community safety and security by informing local law enforcement office of inmate work crew location for the purpose of providing periodic patrol or for escape pursuit.

EXHIBIT B
Interagency Agreement

Budget Detail and Payment Provisions

1. Invoicing

   A. For services satisfactorily rendered and approved by the Caltrans Contract Manager and upon receipt and approval of the invoices, Caltrans agrees to compensate Contractor for actual allowable costs incurred as specified in **Section 4, Rates** and this **Exhibit B**. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.

   B. Invoices shall include the Agreement Number and shall be submitted in triplicate, not more frequently than monthly in arrears, to:

      Department of Transportation
      District 6/Maintenance
      Nicole Osuna, MS #14
      1352 W. Olive Avenue
      Fresno, CA 93728

   C. Each invoice shall include the following information:

      1. Agreement Number **06A2035**
      2. Supervisor name and dates worked
      3. Number of crew members and total hours worked
      4. Location where work was performed
      5. Type of labor performed and number of days & hours worked
      6. Description of materials, supplies, tools, equipment purchased substantiated by original or copies of signed receipts
      7. Total miles used for van(s) and copy of signed invoice

2. **Budget Contingency Clause**

   A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, Caltrans shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

   B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, Caltrans shall have the option to either terminate this Agreement with no liability occurring to Caltrans, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

EXHIBIT B
Interagency Agreement

3. **Payment**

   A. Costs for this Agreement shall be computed in accordance with State Administrative Manual (SAM) Sections 8752 and 8752.1.

   B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the California Government Code.

4. **Rates**

   A. If Contractor has not entered into an Agreement with a Federal Agency and therefore is not bound by that Federal Agency's negotiated rates, the basis for determining overhead and indirect costs shall be based upon SAM Section 8752.

   B. Caltrans will reimburse VSP at the rate of **$58.28** per hour, per custody staff (Correctional Officer) actually assigned to supervise inmate crews, departing from and returning to Valley State Prison located at 21633 Avenue 24, Chowchilla, CA, portal to portal. Any changes to the Correctional Officer reimbursement rate as a result of contract negotiations will require a formal amendment to the Agreement.

   C. Caltrans will reimburse VSP for inmate services at the rate schedule below PER HOUR.

   PAY LEVEL 1
   1st Step: $0.32
   2nd Step: $0.35
   3rd Step: $0.37

5. **Cost Limitation**

   A. The total amount of this Agreement shall not exceed **$295,000.00**

   B. It is understood and agreed that this total is an estimate and that Caltrans will pay only for those services actually rendered as authorized by the Caltrans Contract Manager or its designee up to the total amount set forth in **Section 5 (A)** above.

6. **Cost Principles**

   A. Contractor agrees to comply with Federal procedures in accordance with Title 2 Code of Federal Regulations (CFR) Part 200, Cost Principles for State, Local, and Indian Tribal Governments (2 CFR 200).

   B. Contractor also agrees to comply with Federal procedures in accordance with Title 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18).

   C. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under the 2 CFR 200 or 49 CFR 18 is subject to repayment by Contractor to Caltrans.

EXHIBIT D
Interagency Agreement

SPECIAL TERMS AND CONDITIONS

1. Termination

A. Either Party reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the other Party, or immediately in the event of a material breach. In the event of termination, Contractor shall be paid for all allowable costs incurred up to the date of termination.

B. In the event that the total Agreement amount is expended prior to the expiration date, Caltrans may, at its sole discretion, terminate this Agreement with thirty (30) days notice to contractor.

2. Subcontracting

Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

3. Retention of Records/Audits

For the purpose of determining compliance with Government Code Section 8546.7, the Contractor and Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. Caltrans, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of Contractor that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

4. Disputes

A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Caltrans Contract Officer, who may consider any written or verbal evidence submitted by Contractor. The decision of the Contract Officer, issued in writing, shall be Caltrans' final decision regarding the dispute.

B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse Contractor from full and timely performance in accordance with the terms of this Agreement.

EXHIBIT D
Interagency Agreement

5. Indemnification and Hold Harmless Requirement

Neither Caltrans nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CDCR under, or in connection with any work, authority, or jurisdiction delegated to CDCR under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4 CDCR shall fully defend, indemnify, and save harmless Caltrans and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth occurring by reason of anything done or omitted to be done by CDCR under or in connection with any work, authority, or jurisdiction delegated to CDCR under this Agreement

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: March 10, 2026

SUBJECT: Direction on the Preparation of an Ordinance Relating to Tobacco and Vapor sales and Smoke Shops

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: Council provide direction to staff on the preparation of an Ordinance relating to Tobacco and Vapor sales and smoke shops.

FISCAL IMPACT: None

BACKGROUND: To reduce the consumption of tobacco by minors, in May of 2025, the Blythe Police and Development Services Departments supported the California Department of Tax and Fee Administration (CDTFA) in a joint tobacco retail enforcement operation in Blythe. Multiple retailers were inspected for compliance. This operation led to the confiscation of a large amount of illegally possessed tobacco products. The confiscated items filled 25 boxes and amounted to an estimated $300,000 in fines and penalties.

At the February Council meeting, Council directed staff to prepare an Ordinance regulating the sale of Kratom and 7-OH products in the City. Staff believe these topics are related, as the 7-OH products along with tobacco and vapor products are being sold and marketed to our youth.

STAFF REPORT: Presently, the Blythe Municipal Code does not contain regulations for Smoke Shops. A smoke shop is defined as any business that primarily sells or offers for sale any smoke and vapor products. With the creation of the Ordinance regulating Kratom sales, staff could include regulations on the sale of tobacco and vapor products as it relates to minors as well as zoning regulations for smoke shops.

Currently, smoke shops can operate in any commercially zoned parcel and follow the same development procedures and standards as any other retail use. There are no regulations on proximity to sensitive uses such as schools and daycares, age restriction for entry, signage regulations or requirements for cameras systems.

Should Council wish to provide development standards specific to smoke shops, similar to our Commercial Cannabis Retail Ordinance, staff would prepare an Ordinance for Council review to address:

- No new development of Smoke Shops within 1,000 feet of sensitive uses including parks, schools and daycare centers.
- Age restrictions prohibiting anyone under the age of 21 from entering the premises
- Signage and advertising regulations
- Prohibiting smoke shops for selling cannabis or cannabinoid products, drug paraphernalia, nitrous oxide, flavored tobacco and any other products prohibited by law.

As there are many items that Council may want to provide input on, if Council is interested in moving forward with an Ordinance, staff recommends holding a study session to address the items outlined above to provide further direction to staff. After the study session, staff would use input from the Study Session to craft the Ordinance prior to bringing it to council for review and adoption.

ATTACHMENTS: None


REPORTS

The 68th Annual

Community Outlook Conference

Thursday, April 2nd 2026

- **Check-in & Resource Fair**
  8:30 a.m. - 9:30 a.m.
- **Conference**
  9:30 a.m. - 11:30 a.m.
- Lunch to follow

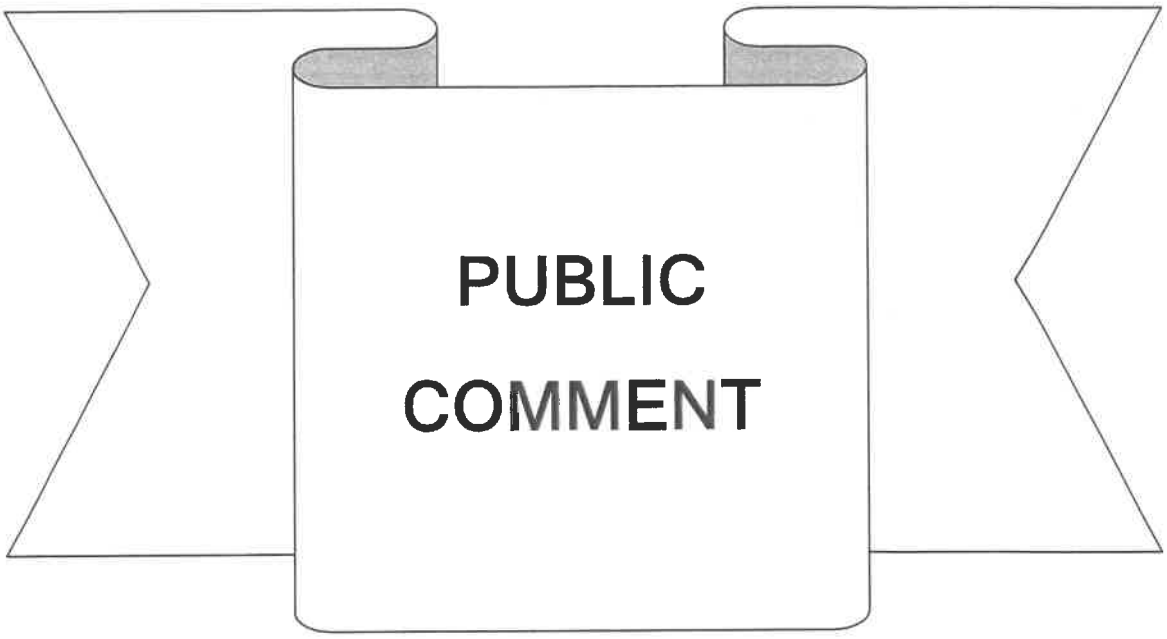


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