BLYTHE CITY COUNCIL

November 10, 2026

Regular Meeting
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
November 10, 2026
6:00pm

PUBLIC PARTICIPATION: Members of the public may participate in the City Council meeting in person or virtually using the Zoom Webinar platform. Please click the link below to join the meeting via Zoom:

https://us06web.zoom.us/webinar/register/WN_pAbzBEC2SWC84sQyguMPHg

Access Issues: If you are having issues accessing the Zoom Webinar during the meeting, please send an email to msutterfield@cityofblythe.ca.gov.

PUBLIC COMMENT:

In-Person Comments. Members of the public can provide public comment in-person at the podium in the Council Chambers. Those wanting to address the City Council can do so during the designated public comment period.

Remote Comments via Webinar. Members of the public can provide public comment via the Zoom Webinar. To be recognized to speak during the designated public comment period, the speaker must email the City Clerk's Office at msutterfield@cityofblythe.ca.gov and provide their name and telephone number and indicate (1) whether the speaker wishes to address the City Council on a specific agenda item or during general public comment and, if wishing to address the Council on a specific item or items, which item(s). The speaker must send such email by 3:00 p.m. on the day of the meeting. This allows City staff to locate and prompt the speaker during the applicable public comment period. Participation in the meeting may be recorded as part of the City Council meeting. By making public comment during the City Council meeting, you agree to have your voice recorded.

Written Public Comment. Members of the public can submit comments electronically for City Council consideration by sending them to msutterfield@cityofblythe.ca.gov. To ensure distribution to the City Council prior to consideration of the agenda, the City encourages the public to submit comments by 3:00 p.m. on the day of the meeting. Otherwise, they will be included as late correspondence on the following day. Comments will be distributed to the City Council and made part of the official public record of the meeting.

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

Acting Police Chief Walnoha
Fire Chief Hasler

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.

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.

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, November 6, 2026.

2. **Approval of the Warrant Register.**
   Recommendation: Approve **11/10/26,** warrants numbered 11689 through 11722 and 81592 through 81647 in the amount of $525,970.14, **11/10/26,** Utility Billing Refund warrants numbered 81648 through 81659 in the amount of $1,972.92 and 11/10/26, warrant numbered 11723 and 81660 through 81694 in the amount of $326,547.03.

3. **Approval of the Payroll Register.**
   Recommendation: Approve **11/10/2026,** warrants numbered 56019 through 56031, and direct deposit warrants numbered 66684 through 66756 in the amount of $292,252.14; **11/10/2026,** warrant numbered 56032, and direct deposit warrant numbered 66757 in the amount of $647.44; **11/10/2026,** warrants numbered 56033 through 56042, and direct deposit warrants numbered 66758 through 66827 in the amount of $270,563.67; **11/10/2026,** warrant numbered 56043, and direct deposit warrants numbered 66828 through 66837 in the amount of $6,531.50, and **11/10/2026,** warrants numbered 56044 through 56056, and direct deposit warrants numbered 66838 through 66928 in the amount of $91,697.74.

4. **Minutes of the October 13, 2026 Blythe City Council Meeting.**
   Recommendation: Approve the Minutes of the October 13, 2026, Council Meeting.

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

6. **City of Blythe Fire Department Activity Report for October 2026.**
   Recommendation: Receive the monthly report.

7. **City of Blythe Police Department Incident and Activity Report for October 2026.**
   Recommendation: Receive the monthly report.

8. **Permission for Council Member Sam Burton to be absent from the October, November, and December regular Council meetings.**
   Recommendation: Grant permission for Council Member Sam Burton to be absent from the October, November and December regular Council meetings.

9. **Community Facilities District No. 2004-1 Annual Report.**
   Recommendation: Receive the Community Facilities District (CFD) No. 2004-1 Special Tax Bonds, Series 2005 Annual Report.

10. **Resolution Authorizing the Destruction of Certain Financial Records and Documents for Fiscal Year 2020-2021.**
    Recommendation: Adopt Resolution No. 2026-033 authorizing the destruction of Certain Financial Records and Documents for Fiscal Year 2020-2021.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, AUTHORIZING THE DESTRUCTION OF CERTAIN FINANCIAL RECORDS AND DOCUMENTS AS AUTHORIZED BY THE CALIFORNIA GOVERNMENT CODE.

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CONTINUED BUSINESS: (Item 11)

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

PUBLIC HEARING: None

NEW BUSINESS: (Items 12-14)

12. **Determination of Public Convenience or Necessity- Proposed Issuance of Type 41 (On-Sale Beer and Wine- Eating) Alcoholic Beverage Control (ABC) License for Yilin Restaurant Group dba China Garden at 933 E. Hobsonway.**
Recommendation: Determine that the public convenience or necessity would be served by the issuance of a Type 41 (On-Sale Beer and wine- Eating) ABC license for the China Garden Restaurant located at 933 E. Hobsonway; authorize the Mayor to execute a letter reflecting the Council's determination and authorize the City Clerk to execute and submit related ABC documents.

13. **Report on Emergency Action Taken by Interim City Manager for Roadway Repairs on West Hobsonway between Neighbors and Buck Boulevards and Acceptance of Work Performed.**
Recommendation: Receive this report on the emergency action taken by the Interim City Manager for the repairs to the washed-out shoulder area on West Hobsonway between Neighbors Boulevard and Buck Boulevard; accept the work performed by R.E. Hoover Construction; authorize the Mayor and City Clerk to execute and file the Notice of Completion and authorize the Interim City Manager to release project bonds once appropriate.

14. **Resolution Directing a Temporary Suspension on the Enforcement of Provisions of the City's Sign Ordinance Relating to Temporary Signs.**
Recommendation: Adopt Resolution No. 2026-034, directing staff to suspend enforcement of Section 17.26.180(B) regarding the maximum time periods for the placement of temporary signs for a period of 180 days.

RESOLUTION NO. 2026-034. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, DIRECTING STAFF TO SUSPEND ENFORCEMENT OF SECTION 17.26.180(B) OF CHAPTER 17.26 OF THE BLYTHE MUNICIPAL CODE RELATING TO THE MAXIMUM TIME PERIODS FOR THE PLACEMENT OF TEMPORARY SIGNS FOR A PERIOD OF 180 DAYS AND FINDING THE RESOLUTION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(b)(3) (COMMON SENSE EXEMPTION)

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

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.

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ADJOURNMENT: The next meeting will be held on Tuesday, December 8, 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
11689	10/16/2026	008201 OPTIMUM	0771510132602	026792	INTERNET SERVICE 9/4-10/3/2026	236.32
			0771510132602	026792	INTERNET SERVICE 10/4-11/3/2026	236.32
				026792		
					Total :	**472.64**
11690	10/16/2026	008201 OPTIMUM	0771549180002	026793	COMMUNICATIONS 9/2-10/1/2026	269.36
			0771549180002	026793	COMMUNICATIONS 10/2-11/1/2026	270.27
				026793		
					Total :	**539.63**
11691	10/16/2026	008201 OPTIMUM	101644031	026794	INTERNET SERVICE 9/1-9/30/2026	650.00
			101648013	026794	INTERNET SERVICE 10/1-10/31/202	650.00
					Total :	**1,300.00**
11692	10/16/2026	000247 SOCALGAS	16017775541	026802	NATURAL GAS 7/24-8/26/2026	16.37
			16017775541	026802	NATURAL GAS 8/27-9/25/2026	14.79
				026802		
					Total :	**31.16**
11693	10/16/2026	000247 SOCALGAS	13422599004	026801	NATURAL GAS 7/24-8/26/2026	16.37
			13422599004	026801	NATURAL GAS 8/27-9/25/2026	14.79
				026801		
					Total :	**31.16**
11694	10/16/2026	000247 SOCALGAS	11185732804	026803	NATURAL GAS 8/8-9/9/2026	18.37
			11185732804	026803	NATURAL GAS 9/21-10/8/2026	20.52
				026803		
					Total :	**38.89**
11695	10/16/2026	000247 SOCALGAS	06912600076	026804	NATURAL GAS 7/24-8/26/2026	27.04
			06912600076	026804	NATURAL GAS 8/27-9/25/2026	23.15
				026804		
					Total :	**50.19**
11696	10/16/2026	000247 SOCALGAS	16242635007	026805	NATURAL GAS 7/24-8/26/2026	31.29
			16242635007	026805	NATURAL GAS 8/27-9/25/2026	27.34

Bank code : ap-dir

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
11696	10/16/2026	000247	SOCALGAS	(Continued)			
					026805		
						Total :	**58.63**
11697	10/16/2026	000247	SOCALGAS	07632638008	026806	NATURAL GAS 8/8-9/9/2026	233.18
				07632638008	026806	NATURAL GAS 9/10-10/8/2026	219.73
					026806		
						Total :	**452.91**
11698	10/16/2026	000283	SOUTHERN CALIFORNIA EDISON CO	700240317342	026810	ELECTRICITY 8/1-8/31/2026	60.18
				700240317342	026810	ELECTRICITY 9/1-9/30/2026	60.18
					026810		
						Total :	**120.36**
11699	10/16/2026	000283	SOUTHERN CALIFORNIA EDISON CO	700475898313	026811	ELECTRICITY 7/24-8/23/2026	213.22
				700475898313	026811	ELECTRICITY 8/24-9/22/2026	138.30
					026811		
						Total :	**351.52**
11700	10/16/2026	000283	SOUTHERN CALIFORNIA EDISON CO	700350079007	026812	ELECTRICITY 7/29-8/26/2026	10,708.98
				700350079007	026812	ELECTRICITY 8/27-9/27/2026	11,189.65
					026812		
						Total :	**21,898.63**
11701	10/16/2026	000283	SOUTHERN CALIFORNIA EDISON CO	700350166610	026813	ELECTRICITY 7/29-8/26/2026	12,694.77
				700350166610	026813	ELECTRICITY 8/27-9/27/2026	13,655.39
					026813		
						Total :	**26,350.16**
11702	10/16/2026	000283	SOUTHERN CALIFORNIA EDISON CO	700466637136	026814	ELECTRICITY 9/1-9/30/2026	16,302.28
				700466637136	026814	ELECTRICITY 8/1-8/31/2026	16,304.40
					026814		
						Total :	**32,606.68**
11703	10/16/2026	000283	SOUTHERN CALIFORNIA EDISON CO	600001510681	026815	ELECTRICITY 8/1-8/31/2026	64,695.31
						Total :	**64,695.31**
11704	10/20/2026	003035	VERIZON WIRELESS	6153420206	026832	WIRELESS SERVICE 8/14-9/13/202	196.14

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
11704	10/20/2026	003035	003035 VERIZON WIRELESS	(Continued)		**Total :**	**196.14**
11705	10/20/2026	003035	VERIZON WIRELESS	6153420207	026833	WIRELESS SERVICE 8/14-9/13/202(	231.12
						Total :	**231.12**
11706	10/20/2026	003035	VERIZON WIRELESS	6153420205	026834	WIRELESS SERVICE 8/14-9/13/202(	805.63
						Total :	**805.63**
11707	10/21/2026	004501	US BANK CORP	SEPT 2026	026830	CREDIT CARD CHARGES 9/2026	3,394.92
						Total :	**3,394.92**
11708	10/27/2026	005998	CA BLDG STANDARDS COMMISSION	093026		SB1473 GREEN FEES (COUNTY)	1.00
						Total :	**1.00**
11709	10/27/2026	005998	CA BLDG STANDARDS COMMISSION	093026		SB1473 GREEN FEES	90.90
						Total :	**90.90**
11710	10/27/2026	005213	FRONTIER	7609223545	026778	COMMUNICATIONS 9/13-10/12/202(	194.20
				7609223545	026778	COMMUNICATIONS 10/13-11/12/20:	208.97
					026778		
						Total :	**403.17**
11711	10/27/2026	005213	FRONTIER	7609229375	026779	COMMUNICATIONS 9/13-10/12/202(	211.04
				7609229375	026779	COMMUNICATIONS 10/13-11/12/20:	229.61
					026779		
						Total :	**440.65**
11712	10/27/2026	005213	FRONTIER	9091590013	026780	COMMUNICATIONS 9/7-10/6/2026	10,465.44
				9091590013	026780	COMMUNICATIONS 10/7-11/6/2026	10,533.92
					026780		
				9091590039	026781	COMMUNICATIONS 9/7-10/6/2026	755.28
				9091590039	026781	COMMUNICATIONS 10/7-11/6/2026	781.52
					026781		
				9091590042	026782	COMMUNICATIONS 9/1-9/30/2026	4,459.58
				9091590042	026782	COMMUNICATIONS 10/1-10/31/202(	4,495.74
					026782		
						Total :	**31,491.48**

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
11713	10/27/2026	000150	INLAND BUILDERS SUPPLY INC	A03237	026679	PARTS/SUPPLIES	8.25
				A05440	026682	PARTS/SUPPLIES	99.68
				A10897	026713	PARTS/SUPPLIES	26.95
				W02961	026683	PARTS/SUPPLIES	244.59
						Total :	**379.47**
11714	10/27/2026	003150	PITNEY BOWES	3108115000	026796	TERM RENTAL 8/2-11/1/2026	1,760.71
						Total :	**1,760.71**
11715	10/27/2026	000708	RIVERSIDE COUNTY TREASURER	2026001466580	026797	PROPERTY TAX - PARCEL #869140	554.16
				2026005150613	026797	PROPERTY TAX - PARCEL #869120	253.92
						Total :	**808.08**
11716	10/27/2026	003439	SHELL	115713501	026800	FUEL 9/7-10/6/2026	9.99
						Total :	**9.99**
11717	10/27/2026	003439	SHELL	115704578	026799	FUEL 9/7-10/6/2026	223.71
						Total :	**223.71**
11718	10/27/2026	000323	STATE BOARD OF EQUALIZATION	023-300030	026829	USE TAX 9/2026	20.00
						Total :	**20.00**
11719	10/27/2026	006873	VESTIS	5881313116	026541	UNIFORM SERVICE/MATS & TOWE	658.77
				5881318744	026486	UNIFORM SERVICE/MATS & TOWE	497.21
				5881329915	026539	UNIFORM SERVICE/MATS & TOWE	540.62
				5881346512	026684	UNIFORM SERVICE/MATS & TOWE	514.12
				5881352243	026728	UNIFORM SERVICE/MATS & TOWE	554.82
						Total :	**2,765.54**
11720	11/1/2026	005923	CALIFORNIA PUBLIC EMPLOYEES'	000018468933		HEALTH PREMIUMS 11/1-11/30/202(	4,298.87
						Total :	**4,298.87**
11721	11/1/2026	005923	CALIFORNIA PUBLIC EMPLOYEES'	000018468933		HEALTH PREMIUMS 11/1-11/30/202(	113,308.91
						Total :	**113,308.91**
11722	11/1/2026	006924	SUN LIFE	923380-0002		PREMIUM/FEES 11/1-11/30/2026	5,052.08
						Total :	**5,052.08**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
34	Vouchers for bank code : ap-dir				Bank total :	314,680.24

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
81592	10/16/2026	007815 ABC FUNDRAISING	400255	026731	FUNDRAISER SUPPLIES	5,438.40
					Total :	**5,438.40**
81593	10/27/2026	002317 ALERT-ALL CORP	226090919	026750	FIRE SAFETY EDUCATION SUPPLII	1,449.10
					Total :	**1,449.10**
81594	10/27/2026	004315 ALLSTAR FIRE EQUIPMENT	275368	026762	EQUIPMENT/SUPPLIES	800.51
			275525	026409	EQUIPMENT/SUPPLIES	3,059.62
			276117	026373	EQUIPMENT/SUPPLIES	631.63
					Total :	**4,491.76**
81595	10/27/2026	007560 AMAZON CAPITAL SERVICES, INC	1D3KLL6TC7JV	026680	PARTS/SUPPLIES	144.93
			1RP3KMC9K961	026675	PARTS/SUPPLIES	162.80
			1X6XKWPVLK9R	026680	PARTS/SUPPLIES	18.48
					Total :	**326.21**
81596	10/27/2026	007439 ARELLANO, MARIBEL	101026		COMMUNITY CENTER DEPOSIT RE	150.00
					Total :	**150.00**
81597	10/27/2026	000016 BABCOCK LABORATORIES, INC	CJ60131-0040	026723	TESTING SERVICES	596.44
			CJ60134-0040	026723	TESTING SERVICES	57.00
			CJ60136-0040	026723	TESTING SERVICES	317.31
			CJ60288-0040	026723	TESTING SERVICES	95.00
			CJ60322-0040	026723	TESTING SERVICES	152.75
			CJ60334-0040	026723	TESTING SERVICES	57.00
			CJ60547-0040	026732	TESTING SERVICES	152.75
					Total :	**1,428.25**
81598	10/27/2026	000385 BIO-TOX LABORATORIES	49504	026690	LAB SERVICES	853.00
					Total :	**853.00**
81599	10/27/2026	000035 BLYTHE POLICE RESERVE	542520	026694	REIMBURSEMENT - PORAC	48.00
					Total :	**48.00**
81600	10/27/2026	004498 BOUND TREE MEDICAL, LLC	86365072	026637	EQUIPMENT/SUPPLIES	15.77
			86366714	026637	EQUIPMENT/SUPPLIES	908.63
			86369695	026637	EQUIPMENT/SUPPLIES	67.64
			86375483	026637	EQUIPMENT/SUPPLIES	3,331.68

Bank code : union

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
81600	10/27/2026	004498	004498 BOUND TREE MEDICAL, LLC (Continued)			**Total :**	**4,323.72**
81601	10/27/2026	007344	BURROW, JAMES	29936		UTILITY GUARANTEE DEPOSIT RE	340.00
						Total :	**340.00**
81602	10/27/2026	005584	CALCLEAN INC	CP0019-63	026769	HYDROCARBON CLEANUP/PLUME	21,518.00
						Total :	**21,518.00**
81603	10/27/2026	003295	CALLAN OIL DIST. INC	093026	026687	FUEL 9/1-9/30/2026	4,837.05
						Total :	**4,837.05**
81604	10/27/2026	000051	CB PLUMBING	107063	026511	REPAIR/MAINTENANCE SERVICES	132.00
						Total :	**132.00**
81605	10/27/2026	008429	CHOLLA CONSTRUCTION	100426-2	026775	N LOVEKIN BLVD SINKHOLE REPAI	38,138.00
						Total :	**38,138.00**
81606	10/27/2026	000896	CITY OF BLYTHE	093026		GOVERNMENT RETAINER - STRON	15.20
				093026		GOVERNMENT RETAINER - SB147	10.10
						Total :	**25.30**
81607	10/27/2026	003841	CIVICPLUS LLC	384890	026770	FULL SERVICE SUBSCRIPTION 10/	1,930.48
						Total :	**1,930.48**
81608	10/27/2026	002331	COUNTY OF RIVERSIDE	PE0000003884	026771	PSEC AGREEMENT 9/1-9/30/2026	10,618.30
						Total :	**10,618.30**
81609	10/27/2026	005603	CR&R INCORPORATED	000171914	026200	DISPOSAL SERVICES 10/1-10/31/2(	397.03
				000172017	026724	DISPOSAL SERVICES 9/1-9/30/202(	398.48
						Total :	**795.51**
81610	10/27/2026	000037	CULLIGAN SOFT WATER SERVICE	0647862	026688	WATER SERVICE 10/2-10/31/2026	125.75
						Total :	**125.75**
81611	10/27/2026	001901	CVAG	CVAG-27-0035	026788	FY2026/2027 DUES ASSESSMENT	11,119.00
						Total :	**11,119.00**
81612	10/27/2026	000156	CYLE JOHNSON ELECTRIC INC	56580	026471	REPAIR/MAINTENANCE SERVICES	260.00

Bank code : union

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
81612	10/27/2026	000156	CYLE JOHNSON ELECTRIC INC	(Continued)			
				56601	026725	REPAIR/MAINTENANCE SERVICES	375.00
						Total :	**635.00**
81613	10/27/2026	003556	DAVID TAUSSIG & ASSOC., INC.	2609282	026772	PROFESSIONAL SERVICES	1,754.68
						Total :	**1,754.68**
81614	10/27/2026	005996	DE LAGE LANDEN FINANCIAL SVCS	598795295	026773	EQUIPMENT LEASE/MAINTENANCE	342.92
				598795480	026774	EQUIPMENT LEASE/MAINTENANCE	607.20
						Total :	**950.12**
81615	10/27/2026	005997	DEPARTMENT OF CONSERVATION	093026		STRONG MOTION FEES	288.82
				093026		STRONG MOTION FEES (COUNTY)	1.30
						Total :	**290.12**
81616	10/27/2026	002173	DEPARTMENT OF JUSTICE	041814	026716	BLOOD ALCOHOL ANALYSIS 3/202(	35.00
				069938	026693	BLOOD ALCOHOL ANALYSIS 7/202(	70.00
						Total :	**105.00**
81617	10/27/2026	002173	DEPARTMENT OF JUSTICE	071450	026711	LIVE SCAN SERVICES 9/2026	3,031.00
						Total :	**3,031.00**
81618	10/27/2026	003378	EMPIRE SOUTHWEST, LLC	EMWK4425636	026644	REPAIR/MAINTENANCE SERVICES	3,570.56
					026644		
				EMWK4425637	026643	REPAIR/MAINTENANCE SERVICES	171.35
						Total :	**3,741.91**
81619	10/27/2026	008803	ESQUIBEL, CELESTE	100326		COMMUNITY CENTER DEPOSIT RE	150.00
						Total :	**150.00**
81620	10/27/2026	003222	EVIDENT	261419A	026360	SUPPLIES	113.10
						Total :	**113.10**
81621	10/27/2026	000869	GRAINGER	9059765686	026459	PARTS/SUPPLIES	2,297.97
					026459		
				9097376843	026650	PARTS/SUPPLIES	115.70
					026650		
				9103791316	026733	PARTS/SUPPLIES	243.18

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
81621	10/27/2026	000869 GRAINGER	(Continued)			
			9104837217	026733	PARTS/SUPPLIES	36.48
			9106288369	026733	PARTS/SUPPLIES	12.16
					Total :	**2,705.49**
81622	10/27/2026	000129 GRANITE CONSTRUCTION	3321430	026514	ASPHALT	18,920.25
					Total :	**18,920.25**
81623	10/27/2026	008592 GS MARINE INC	8319	026543	PARTS/SUPPLIES	258.23
					Total :	**258.23**
81624	10/27/2026	000132 HACH COMPANY	15211285	026668	PARTS/SUPPLIES	3,850.79
					Total :	**3,850.79**
81625	10/27/2026	000140 HINDERLITER DE LLAMAS & ASSOC	SIN067744	026784	CONTRACT SERVICES	1,447.86
			SIN067978	026785	CONTRACT SERVICES	600.00
					Total :	**2,047.86**
81626	10/27/2026	002150 JONES MAYER	SEPT 2026	026721	LEGAL SERVICES 9/2026	25,032.39
					Total :	**25,032.39**
81627	10/27/2026	001995 KELLER ELECTRICAL INDUSTRIES	0243762-IN	026182	PARTS/SUPPLIES	1,525.04
					Total :	**1,525.04**
81628	10/27/2026	003377 KIMBALL-MIDWEST	104661796	026416	PARTS/SUPPLIES	1,382.20
				026416		
			104792697	026462	PARTS/SUPPLIES	525.23
					Total :	**1,907.43**
81629	10/27/2026	005295 KONICA MINOLTA	9011024887	026786	MAINTENANCE AGREEMENT 9/1-9/	727.83
					Total :	**727.83**
81630	10/27/2026	008591 MAIN STREET PRINTING BY DESIGN	000056	026659	PRINTING/CUSTOM SERVICES	543.75
					Total :	**543.75**
81631	10/27/2026	008527 MANNING, TERESITA	110126	026791	TRAVEL - PER DIEM 11/1-11/6/2026	260.00
					Total :	**260.00**

Bank code : union

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
81632	10/27/2026	006195	MONTANEZ, OLIVIA	29975		BUSINESS LICENSE APPLICATION	73.33
						Total :	**73.33**
81633	10/27/2026	007336	MR. PEST CONTROL	18754	026564	REPAIR/MAINTENANCE SERVICES	225.00
						Total :	**225.00**
81634	10/27/2026	008497	N-EAR, INC	2026/03986	026645	EQUIPMENT	1,289.30
						Total :	**1,289.30**
81635	10/27/2026	002871	NELSON, JON KEVIN	SEPT 2026	026787	INSPECTION SERVICES 9/2026	3,570.00
						Total :	**3,570.00**
81636	10/27/2026	005264	RADWELL INTERNATIONAL, INC	37005744	026461	PARTS/SUPPLIES	358.16
						Total :	**358.16**
81637	10/27/2026	006511	SHAWN COPELAND ELECTRIC	3136	026798	REPAIR/MAINTENANCE SERVICES	1,063.22
						Total :	**1,063.22**
81638	10/27/2026	001790	SIGNS UNLIMITED	0155701	026235	DECALS	43.50
						Total :	**43.50**
81639	10/27/2026	000241	SMART & FINAL IRIS CORP	430510035501	026198	SUPPLIES	281.02
				430510080401	026198	SUPPLIES	250.24
				430510115401	026198	SUPPLIES	255.65
				430510119302	026198	SUPPLIES	108.72
				430510166601	026198	SUPPLIES	423.55
						Total :	**1,319.18**
81640	10/27/2026	001136	STANDAGE TIRE & AUTOMOTIVE	1-37845	026727	REPAIR/MAINTENANCE SERVICES	25.00
				1-37920	026727	REPAIR/MAINTENANCE SERVICES	124.80
				1-37921	026727	REPAIR/MAINTENANCE SERVICES	1,939.27
				1-37944	026727	REPAIR/MAINTENANCE SERVICES	105.04
				1-37974	026727	REPAIR/MAINTENANCE SERVICES	25.00
				1-37990	026727	REPAIR/MAINTENANCE SERVICES	113.38
				1-38024	026727	REPAIR/MAINTENANCE SERVICES	124.80
				1-38035	026727	REPAIR/MAINTENANCE SERVICES	47.42
				1-38053	026727	REPAIR/MAINTENANCE SERVICES	172.21

Bank code : union

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
81640	10/27/2026	001136	STANDAGE TIRE & AUTOMOTIVE	(Continued)			
				1-38104	026727	REPAIR/MAINTENANCE SERVICES,	25.00
				1-38136	026727	REPAIR/MAINTENANCE SERVICES,	296.02
				1-38139	026727	REPAIR/MAINTENANCE SERVICES,	25.00
				1-38144	026727	REPAIR/MAINTENANCE SERVICES,	25.00
				1-38172	026727	REPAIR/MAINTENANCE SERVICES,	124.80
				1-38177	026727	REPAIR/MAINTENANCE SERVICES,	881.91
				1-38183	026727	REPAIR/MAINTENANCE SERVICES,	92.75
				1-38193	026727	REPAIR/MAINTENANCE SERVICES,	1,004.63
						Total :	**5,152.03**
81641	10/27/2026	008620	SUN CAPITAL ENERGY	SAB2609-002		PERMIT REFUND	690.56
						Total :	**690.56**
81642	10/27/2026	002783	THATCHER COMPANY	2026400104837	026689	CHEMICALS	13,980.88
						Total :	**13,980.88**
81643	10/27/2026	000266	UNDERGROUND SERVICE ALERT/SC	920260088	026674	DIG ALERT TICKETS 9/2026	314.90
						Total :	**314.90**
81644	10/27/2026	000991	USA BLUEBOOK	INV01104380	026544	PARTS/SUPPLIES	527.15
						Total :	**527.15**
81645	10/27/2026	008766	VISUAL EDGE IT, LLC	24AR3824647	026821	MAINTENANCE AGREEMENT 10/1-	74.87
						Total :	**74.87**
81646	10/27/2026	005011	WILLDAN FINANCIAL SERVICES	010-67741	025845	PROFESSIONAL SERVICES	5,695.00
						Total :	**5,695.00**
81647	10/27/2026	001258	WPCI - WESTERN PATHOLOGY INC	0073880-IN	026720	DOT TESTING SERVICES	275.00
						Total :	**275.00**

56 Vouchers for bank code : union — **Bank total :** **211,289.90**

90 Vouchers in this report — **Total vouchers :** **525,970.14**

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

CLAIMS VOUCHER APPROVAL

I hereby certify that warrants numbered 11689-11722 and 81592-81647 in the amount of $525,970.14 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 November 10, 2026.

Christa Elms
Director of Finance

Bank code : union

Voucher	Date	Vendor		Invoice	PO #	Description/Account		Amount
81648	10/27/2026	008800	ALVAREZ MORALES, ALEXIS	Ref000228139		UB Refund Cst #028780		51.11
							Total :	**51.11**
81649	10/27/2026	008796	DEFRANCESCO, VERONICA	Ref000228129		UB Refund Cst #021311		92.57
							Total :	**92.57**
81650	10/27/2026	008453	ESTRADA, MIGUEL	Ref000228131		UB Refund Cst #027597		447.10
							Total :	**447.10**
81651	10/27/2026	008801	GUERRA, EMMANUEL	Ref000228140		UB Refund Cst #028901		7.60
							Total :	**7.60**
81652	10/27/2026	008798	HAVAPAD REALTY	Ref000228136		UB Refund Cst #028724		123.79
							Total :	**123.79**
81653	10/27/2026	007431	JIMENEZ, SERAFIN	Ref000228135		UB Refund Cst #028689		6.95
							Total :	**6.95**
81654	10/27/2026	008799	KNUDSON, EDWARD	Ref000228137		UB Refund Cst #028731		49.41
							Total :	**49.41**
81655	10/27/2026	008780	LABONTE, STEVEN	Ref000228130		UB Refund Cst #026974		205.55
							Total :	**205.55**
81656	10/27/2026	008791	RIVERSIDE HOUSING DEVELOPMENT	Ref000228138		UB Refund Cst #028744		30.36
							Total :	**30.36**
81657	10/27/2026	005105	SCHURINGA, MICHAEL	Ref000228133		UB Refund Cst #028063		101.63
							Total :	**101.63**
81658	10/27/2026	008797	SIMS, AUDRESHA	Ref000228134		UB Refund Cst #028276		72.18
							Total :	**72.18**
81659	10/27/2026	008626	STRINGER, ASHLEY	Ref000228132		UB Refund Cst #027936		784.67
							Total :	**784.67**
	12	**Vouchers for bank code :**	union				**Bank total :**	**1,972.92**

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

12 Vouchers in this report

Total vouchers : 1,972.92

CLAIMS VOUCHER APPROVAL

I hereby certify that the Utility Billing Refund warrants numbered 81648-81659 in the amount of $1,972.92 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 November 10, 2026.

Christa Elms
Director of Finance

Bank code : ap-dir

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11723	11/10/2026	004804 CITY OF BLYTHE	OCT 2026		AMOUNT BILLED TO CUSTOMERS	33,435.00
					Total :	**33,435.00**
					Bank total :	**33,435.00**

1 Vouchers for bank code : ap-dir

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
81660	11/10/2026	003334 AIRWAVE COMMUNICATIONS	452180	026714	REPAIR/MAINTENANCE SERVICES	355.54
					Total :	**355.54**
81661	11/10/2026	007560 AMAZON CAPITAL SERVICES, INC	17RYTL1V9GY	026646	PARTS/SUPPLIES	402.55
			1KWVLMRWGNLC	026736	PARTS/SUPPLIES	58.50
			1QKT4TNYDLXC	026695	PARTS/SUPPLIES	104.93
			1YD6HHCG61DG	026715	PARTS/SUPPLIES	21.74
					Total :	**587.72**
81662	11/10/2026	000016 BABCOCK LABORATORIES, INC	CJ60827-0040	026737	TESTING SERVICES	57.00
			CJ60828-0040	026737	TESTING SERVICES	35.70
			CJ60830-0040	026737	TESTING SERVICES	35.70
			CJ60839-0040	026737	TESTING SERVICES	155.00
			CJ60890-0040	026744	TESTING SERVICES	89.24
			CJ60908-0040	026744	TESTING SERVICES	223.10
			CJ60911-0040	026744	TESTING SERVICES	44.62
			CJ60914-0040	026744	TESTING SERVICES	44.62
			CJ61285-0040	026807	TESTING SERVICES	44.00
			CJ61286-0040	026807	TESTING SERVICES	27.50
			CJ61287-0040	026807	TESTING SERVICES	110.00
			CJ61292-0040	026807	TESTING SERVICES	245.85
			CJ61294-0040	026807	TESTING SERVICES	44.62
			CJ61296-0040	026807	TESTING SERVICES	57.00
					Total :	**1,213.95**
81663	11/10/2026	008802 BLUE TO GOLD LLC	B2G-BC-209850	026751	TRAINING SERVICES	4,625.00
					Total :	**4,625.00**
81664	11/10/2026	003612 BLYTHE ELKS LODGE # 1799	PBF100326	026828	PANCAKE BREAKFAST FUNDRAISE	1,000.00
					Total :	**1,000.00**
81665	11/10/2026	005012 BUSH, PAMELA	111326	026817	TRAVEL - PER DIEM 11/13/2026	25.00
					Total :	**25.00**
81666	11/10/2026	007005 BUTLER, CYNTHIA	102626	026827	REIMBURSEMENT	47.80
					Total :	**47.80**
81667	11/10/2026	000227 COUNTY OF RIVERSIDE	AN0000003371	026752	ANIMAL SHELTER SERVICES 7/202	59,962.25

Bank code : union

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
81667	11/10/2026	000227	000227 COUNTY OF RIVERSIDE	(Continued)		Total :	59,962.25
81668	11/10/2026	005603	CR&R INCORPORATED	OCT 2026	026841	FRANCHISE CONTRACT 10/2026	123,890.60
						Total :	123,890.60
81669	11/10/2026	000156	CYLE JOHNSON ELECTRIC INC	56607	026745	REPAIR/MAINTENANCE SERVICES	390.00
				56608	026745	REPAIR/MAINTENANCE SERVICES	292.50
						Total :	682.50
81670	11/10/2026	000084	D & L AUTO PARTS INC	230139	026696	PARTS/SUPPLIES	488.29
						Total :	488.29
81671	11/10/2026	002173	DEPARTMENT OF JUSTICE	077635	026748	BLOOD ALCOHOL ANALYSIS 8/202	35.00
						Total :	35.00
81672	11/10/2026	000094	DEPARTMENT OF TRANSPORTATION	SL270130	026777	SIGNALS & LIGHTING (I10) 7/2026-	4,782.13
						Total :	4,782.13
81673	11/10/2026	006133	DIV OF THE STATE ARCHITECT	SB1186	026826	DISABILITY ACCESS & EDUCATION	30.40
						Total :	30.40
81674	11/10/2026	003378	EMPIRE SOUTHWEST, LLC	EMWK4445806	026735	REPAIR/MAINTENANCE SERVICES	6,526.70
				EMWK4451756	026766	REPAIR/MAINTENANCE SERVICES	616.76
						Total :	7,143.46
81675	11/10/2026	008607	ENGINEERING RESOURCES	62979	024660	7TH STREET IMPROVEMENT PRO	2,422.50
				63083	024660	7TH STREET IMPROVEMENT PRO	6,885.00
				63166	024660	7TH STREET IMPROVEMENT PRO	7,990.00
						Total :	17,297.50
81676	11/10/2026	003447	EXTREME AUTO BODY & CUSTOMS	9753	026685	REPAIR/MAINTENANCE SERVICES	10,386.86
						Total :	10,386.86
81677	11/10/2026	002791	FISHER WIRELESS SERVICES INC	236433	026738	REPAIR/MAINTENANCE SERVICES	154.69
						Total :	154.69
81678	11/10/2026	005978	FULTON DISTRIBUTING - SO CAL	713791	026861	SUPPLIES	738.65
				715633	026545	SUPPLIES	833.08

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
81678	11/10/2026	005978 005978 FULTON DISTRIBUTING - SO CAL (Continued)			Total :	1,571.73
81679	11/10/2026	008627 GARON WYATT INVESTIGATIVE	26-48/5	026764	PROFESSIONAL SERVICES	701.50
					Total :	701.50
81680	11/10/2026	000869 GRAINGER	9039907671	026384	PARTS/SUPPLIES	664.80
			9109721739	026697	PARTS/SUPPLIES	107.23
					Total :	772.03
81681	11/10/2026	000135 HELENA AGRI-ENTERPRISES LLC	32167220	026669	CHEMICALS	778.43
					Total :	778.43
81682	11/10/2026	008067 JOE A. GONSALVES & SON	164748	026824	PROFESSIONAL SERVICES	4,160.00
					Total :	4,160.00
81683	11/10/2026	000158 JORDAN IMPLEMENT CO	P55838	026718	PARTS/SUPPLIES	241.16
					Total :	241.16
81684	11/10/2026	001460 LAWSON PRODUCTS INC	9313844610	026652	PARTS/SUPPLIES	1,279.98
					Total :	1,279.98
81685	11/10/2026	003510 MCCALL'S METER SALES & SERVICE	38734	026431	PARTS/SUPPLIES	2,512.99
					Total :	2,512.99
81686	11/10/2026	008805 SALING, DANIEL R.	102126	026763	PROFESSIONAL SERVICES	5,850.00
					Total :	5,850.00
81687	11/10/2026	000241 SMART & FINAL IRIS CORP	430510026101	026729	SUPPLIES	11.96
			430510037501	026717	SUPPLIES	86.01
			430510148201	026729	FOOD SUPPLIES	221.55
			430511116402	026825	SUPPLIES	14.12
					Total :	333.64
81688	11/10/2026	002030 STERICYCLE INC	8015496141	026855	SERVICE 9/2/2026	383.97
			8015786870	026856	SERVICE 9/29/2026	1,878.07
					Total :	2,262.04
81689	11/10/2026	008069 TRIPEPI SMITH & ASSOCIATES INC	18253	026765	PROFESSIONAL SERVICES	3,772.25

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
81689	11/10/2026	008069 008069 TRIPEPI SMITH & ASSOCIATES INC (Continued)			**Total :**	**3,772.25**
81690	11/10/2026	007841 VANS AUTO PART	543669	026719	PARTS/SUPPLIES	32.80
			543879	026755	PARTS/SUPPLIES	324.08
			543891	026740	PARTS/SUPPLIES	67.31
					Total :	**424.19**
81691	11/10/2026	006873 VESTIS	5881324338	026851	UNIFORM SERVICE/MATS & TOWE	580.53
			5881335451	026759	UNIFORM SERVICE/MATS & TOWE	495.21
			5881341006	026760	UNIFORM SERVICE/MATS & TOWE	1,244.38
			5881358093	026852	UNIFORM SERVICE/MATS & TOWE	550.54
			5881363561	026809	UNIFORM SERVICE/MATS & TOWE	490.54
					Total :	**3,361.20**
81692	11/10/2026	008135 WADLEY, ALYSSA	111326	026818	TRAVEL - PER DIEM 11/13/2026	25.00
					Total :	**25.00**
81693	11/10/2026	006667 WALNOHA, TINA	111326	026819	TRAVEL - PER DIEM 11/13/2026	25.00
					Total :	**25.00**
81694	11/10/2026	003279 YUMA WINNELSON CO.	433668-01	026458	PARTS/SUPPLIES [CREDIT RETURI	-2,102.95
			434746-01	026275	PARTS/SUPPLIES	34,435.15
					Total :	**32,332.20**
					Bank total :	**293,112.03**

35 Vouchers for bank code : union

36 Vouchers in this report

Total vouchers : 326,547.03

Bank code : union

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

CLAIMS VOUCHER APPROVAL

I hereby certify that warrants numbered 11723 and 81660-81694 in the amount of $326,547.03 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 November 10, 2026.

Christa Elms
Director of Finance

CITY OF BLYTHE

PAYROLL LISTING

Pay period 09/25/2026 to 10/08/2026
Payday 10/16/2026

I hereby certify that payroll warrants numbered 56019 to 56031, and direct deposits warrants numbered 66684 to 66756 in the amount of $292,252.14 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 November 10th, 2026.

Director of Finance

CITY OF BLYTHE

PAYROLL LISTING

Pay period 10/09/2026 to 10/21/2026
Payday 10/23/2026

I hereby certify that payroll warrants numbered 56032, and direct deposits warrants numbered 66757 in the amount of $647.44 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 November 10th, 2026.

Director of Finance

CITY OF BLYTHE

PAYROLL LISTING

Pay period 10/09/2026 to 10/22/2026
Payday 10/30/2026

I hereby certify that payroll warrants numbered 56033 to 56042, and direct deposits warrants numbered 66758 to 66827 in the amount of $270,563.67 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 November 10th, 2026.

Director of Finance

CITY OF BLYTHE

PAYROLL LISTING

Pay period 10/30/2026 to 10/30/2026
Payday 10/30/2026

I hereby certify that payroll warrants numbered 56043, and direct deposits warrants numbered 66828 to 66837 in the amount of $6,531.50 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 November 10th, 2026.

Director of Finance

CITY OF BLYTHE

PAYROLL LISTING

Pay period 10/01/2026 to 10/30/2026
Payday 11/05/2026

I hereby certify that payroll warrants numbered 56044 to 56056, and direct deposits warrants numbered 66838 to 66928 in the amount of $91,697.74 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 November 10th, 2026.

Director of Finance

Minutes of the Blythe City Council Meeting
October 13, 2026

The October 13, 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 and Spraggins. Council Member Burton was excused from the meeting. Staff in attendance included: Interim City Manager and City Clerk Crecelius, City Attorney Roberto, Finance Director and City Treasurer Elms, Chief Building Official Brown, Acting Police Chief Walnoha and Fire Chief Hasler.

The Pledge of Allegiance was led by Mayor DeConinck.

The Invocation was led by Mayor DeConinck.

PRESENTATION:

Presentation on Progress of the Enterprise Resource Planning Project. Tammi Warren with BerryDunn provided Council with an update on the City's ERP Project.

Council Member Halby asked who the top three vendors were that you would like the City to consider. It was reported depending on the market, size and scale the team will outreach to the different vendors. I can't guarantee they will all respond. I would expect Tyler Technologies and maybe an Oracle NetSuite and some of those right sized vendors for this City. It really depends on timing and market interest. We have worked to keep engagement with those vendors and will continue that outreach to expand that market. But we want to make sure it's the right size and fit for the City.

Councilman Halby would like a list emailed to the City Manager of the top 10 vendors so that I can start doing my homework and we will match up later.

No public comment. The presentation was received.

Electric Bicycle (E-Bike) Presentation. Officer Duran with the Blythe Police Department gave a presentation on the rules and regulations for owning/riding E-Bikes and electric scooters.

No public comment. The presentation was received.

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, October 9, 2026.
4. **Approval of the Warrant Register.**
   Recommendation: Approve **10/13/26,** warrants numbered 11638 through 11685 and 81470 through 81525 in the amount of $663,592.43; **10/13/26,** warrants numbered 11686 through 11688

and 81543 through 81590 in the amount of $344,583.93, and **10/13/26,** Utility Billing Refund warrants numbered 81526 through 81542 in the amount of $2,406.88.

5. **Approval of the Payroll Register.**
Recommendation: Approve **10/13/2026,** warrants numbered 55971 through 55972 in the amount of $4,628.23; **10/13/2026,** warrants numbered 55973 through 55985 and direct deposit warrants numbered 66435 through 66507 in the amount of $229,297.70; **10/13/2026,** warrant numbered 55986 and Direct Deposit warrant numbered 66508 in the amount of $299.34; **10/13/2026,** warrants numbered 55987 through 55988 in the amount of $369.19; **10/13/2026,** warrants numbered 55989 through 55990 in the amount of $99.79; **10/13/2026,** warrants numbered 55991 through 56004 and direct deposit warrants numbered 66509 through 66580 in the amount of $295,111.48, **10/13/2026**, warrant numbered 56005 and direct deposit warrants 66581 through 66590 in the amount of $16,533.90, and **10/13/2026**, warrants numbered 56006 through 56018 and direct deposit warrants 66591 through 66683 in the amount of $104,543.92.

6. **Minutes of the September 8, 2026 Blythe City Council Meeting.**
Recommendation: Approve the Minutes of the September 8, 2026 Council Meeting.

7. **City of Blythe Permits Issued in the Month of September 2026.**
Recommendation: Receive the monthly report.

8. **City of Blythe Fire Department Activity Report for September 2026.**
Recommendation: Receive the monthly report.

9. **City of Blythe Police Department Incident and Activity Report for September 2026.**
Recommendation: Receive the monthly report.

10. **Investment Report for First Quarter Fiscal Year 2026-2027.**
Recommendation: Accept the Quarterly Investment Report.

11. **Request to Waive Temporary Use Permit (TUP) Fees for the Desert Sound Event on October 17, 2026.**
Recommendation: Waive the TUP fee of $262.00 for the Desert Sound Event.

12. **Request to Waive Temporary Use Permit (TUP) Fees for Calvary Chapel's Trunk-or-Treat Event on October 31, 2026.**
Recommendation: Waive the TUP fee of $262.00 for Calvary Chapel's Trunk-or-Treat.

13. **Amendment Number Two to Fire Chief Employment Agreement.**
Recommendation: Authorize the Interim City Manager to execute Amendment Number Two to the City of Blythe Volunteer Fire Chief Agreement Ronnie Hasler for the position of Fire Chief.

14. **Acceptance of Work – N. Lovekin Sinkhole Repair Project.**
Recommendation: Accept work performed by Robert Yates dba Cholla Construction for the North Lovekin Sinkhole, Sewer Main and Storm Drain Repairs, 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.

15. **Resolution Authorizing the Application for and Acceptance of Palo Verde Valley Community Improvement Fund (CIF) Grant Funding for Marine Enforcement Unit Patrol Vessel Equipment.**
Recommendation: Adopt Resolution No. 2026-032 authorizing the application for and acceptance of grant funds from the Palo Verde Valley Community Improvement Fund (CIF) in the amount of $13,892.76 to purchase signaling, navigation, and communication equipment for the Police Department's new Marine Enforcement Unit patrol vessel and authorizing the Interim City Manager to execute all grant related documents and accept and administer the grant if awarded.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF GRANT FUNDS FROM THE PALO VERDE VALLEY COMMUNITY IMPROVEMENT FUND AND AUTHORIZING THE INTERIM CITY MANAGER OR HER DESIGNEE TO EXECUTE ALL GRANT RELATED DOCUMENTS AND ACCEPT AND ADMINISTER THE GRANT.

Interim City Manager Crecelius stated Government Code Section 54953(d)(3) requires the City Council to orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of local agency executives, during the open meeting in which the final action is to be taken. The Fire Chief is a "local agency executive" for whom an oral report is required. Item #13 on tonight's Consent Calendar is an amendment to the Volunteer Fire Chief Agreement. The amendment increases the Fire Chief's monthly stipend to $2,625 and provides for annual cost of living increases of 5%.

Council Member Halby noted a conflict of interest with item No. 11 as the event will be held at his place of business. He abstained from voting on Item No. 11.

No Public Comment. Vice Mayor Rodriguez moved approval of the Consent Calendar. 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 stated I think most of you are aware that the County's Strike team, the MSA the County has with the Healthcare District, is coming to an end in November. Last week the City's Ad Hoc Committee met with the District's transition committee. The City tired wholeheartedly, with the Mayor and Vice Mayor putting pressure on the County to keep them here longer. It doesn't look like that is going to be the case. They have said they will continue to help the District navigate the transition but that will not be at a boot on the ground type of way. This Friday members of the City's Ad Hoc Committee is meeting with the Healthcare District's Committee to see how we can further assist with the transition. It's worrisome to all of us with the County stepping away as to who is going to come in and keep the hospital open and operational in a fiscally responsible manner.

Vice Mayor Rodriguez stated we are still working to find operators and potential buyers for the hospital and have strong leads in that respect. Ultimately, it will be up to the District as to who they will accept. The last RFP was non-responsive, but I understand they will be issuing a condensed RFP to see if that generates any more interest in finding an operator for that hospital.

Mayor DeConinck stated Johnny and I are not giving up. I will be in Riverside again tomorrow. I would like to see RUHS stay on board during the transition and help as the new Board comes on. It's going to be a big gap. November 21st is around the corner.

No public comment. The item was received.

Authorization to Negotiate and Execute an Amendment to the Loan Agreement between City and the Palo Verde Healthcare District. Interim City Manager Crecelius stated as you know, in January of this year you approved a loan in the amount of $330,000 to the Palo Verde Healthcare District (PVHD) to provide gap funding for the operation of Palo Verde Hospital. If paid in full by July 1, 2026, no interest would accrue on the loan. If not fully repaid by July 1st, PVHD would make quarterly loan payments beginning October 1, 2026, with a 3% interest per annum. The loan has a maturity date of July 1, 2028. Last week members of the

City's Hospital Ad Hoc Committee met with RUHS staff to discuss the near end of the County's services at Palo Verde Hospital. During the meeting, RUHS staff requested a delay in the first two loan payments to April 1, 2027. Under the current schedule, payments in the amount of $42,654.32 are due October 1st and January 1st. The reason for the request was that delaying payments to April is necessary to manage the hospital's cash flow. Payments would be restructured to have a starting repayment date of April 1, 2027. The maturity date of July 1, 2028, will not change. Staff recommends Council authorize the Interim City Manager to negotiate and execute an amendment to the Loan Agreement with PVHD to revise the payment schedule, once the agreement has been reviewed and approved by the City Attorney.

Councilman Halby asked about the revised payment schedule.

Mayor DeConinck would love to forgive the loan if there was a guarantee that that hospital would stay open.

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

NEW BUSINESS: None

ORAL REPORTS:
Interim City Manager Crecelius reported on upcoming events including the Rec Center's Halloween Party, Community Clean-up Day and Tire Collection Event and former Mayor Dale Reynolds' Celebration of Life.

MEMBER COMMENT:
Vice Mayor Rodriguez reported on the Bazaar and Farm Olympics.

Council Member Halby stated it's an action-packed weekend with a comedy show at the Fairgrounds and free concert behind my shop with vendor village and trunk or treat.

Council Member Spraggins stated there are also races this Saturday.

Mayor DeConinck reported on the Rec Center's Pancake Breakfast along with the 95th annual Bazaar and Farm Olympics. I was very involved in the beginning. I used to hold the record for potato stacking. I appreciate all the people that brought their trucks out to put on a show.

PUBLIC COMMENT:
Interim City Manager Crecelius relayed a comment from Chris Peters, thanking Council for the lock boxes in the park restrooms allowing the coaches to access the restrooms.

Mayor DeConinck asked about the Appleby Restroom and what needs to be done to have it secured and re-opened. He reported on Public Works and PVID who were out after the last storms.

Marilee Harkinson with the Palo Verde Museum and Historical Society stated since the Sign Ordinance was adopted in January 2024, businesses, non-profits, churches and maybe even the

schools have received letters to remove banners. I don't think many small businesses can afford permanent signs. I hope the Council's intent was not to put an undue burden on small businesses. The Museum received a letter related to our banners on our front fence. Those banners help identify the building as a museum. The banners celebrate our local history and are securely fastened. When they are old, they are replaced. Permanent signs are expensive. We are planning to order lettering for the building but that is expensive. My suggestion is to concentrate on city services and reconsider the ban on banners. She thanked Public Works for filling in potholes on 8th street.

Richard Phillps of 730 Seville Ln. stated he oversees the banners at the Museum. This is going to affect the schools, Little League, the museum and churches. There are some banners that need to be taken down or fixed. But we maintain our banners. They are going to fine us if we don't take them down. There are other things we need to think about in this community such as our streets. We need to fix our town up. Go after the bad ones but leave the good ones alone.

Mayor DeConinck asked if certain ones can be exempt until we can look at this to help organizations like the museum?

Interim City Manager Crecelius stated we can bring an item to the November Agenda in which you can direct staff to not enforce these provisions until the Sign Ordinance is addressed. As this item is not on the Agenda no action can be taken this evening.

Richard Phipps said there are two people that work hard. The first is Public Works Employee David Itterly. He is a hardworking machine and has a good attitude. The other is a guy named Gabe. He cleans up around town. That man deserves some recognition.

Maria Gonzalez with the Blythe Chamber of Commerce invited the community to the Candidate Meet and Greet. This is a non-partisan event to give community members a chance to learn about the candidates. She reminded everyone about the clean up event.

Council Member Spraggins announced a visit by Assemblyman Jeff Gonzalez.

ADJOURN: The City Council meeting was adjourned at 7:11pm.

_____

Joseph DeConinck, Mayor

ATTEST:

_____

Mallory Crecelius, City Clerk

City of Blythe
PERMITS ISSUED
For the Period 10/1/2026 thru 10/31/2026

Permit No./Issued Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
BP2610-002	BURNPERMIT	2828 WEST HOBSONWAY	STEVEN R MONTGOMERY	0.00	0.00	0.00
10/2/2026		824170022				
10/2/2026	FINALED	Permit Name: TUMBLEWEEDS/PILED WOOD/BRUSH				
10/2/2026						
BP2610-003	BURNPERMIT	881 SOUTH INTAKE BOULEVA	PATTI J VENABLE	0.00	0.00	0.00
10/22/2026		869190006				
10/21/2026	FINALED	Permit Name: TUMBLEWEEDS/BRUSH				
10/22/2026						
Total for:	**BURNPERMIT**			**0.00**	**0.00**	**0.00**

Permit No./Issued Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2610-017	ELEC	961 WEST SOUTHERN AVENUI	CAMOU & VASQUEZ	600.00	297.00	297.00
10/20/2026		869032007	JOHNSON CYLE ELECTRIC INC			
10/15/2026	FINALED	Permit Name: RECONNECT PANEL WIRING				
10/19/2026						
SAB2610-002	ELEC	391 NORTH NINTH STREET	DUSTIN PEACOCK	10,000.00	740.30	740.30
10/27/2026		851033009	PACIFIC COAST GENERATION			
10/23/2026	ISSUED	Permit Name: PV + ST				
10/23/2026						
B2609-010	ELEC	386 NORTH FOURTH STREET	FEDERICO & BERTHA GUZMAI	3,000.00	297.00	297.00
10/13/2026		845180082	JONATHAN DINCO ELECTRIC			
9/23/2026	ISSUED	Permit Name: Panel Upgrade				
9/30/2026						
Total for:	**ELEC**			**13,600.00**	**1,334.30**	**1,334.30**

Permit No./Issued Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2609-005	ENCROACHMENT	700 block N Lovekin Boulevard	CITY RIGHT OF WAY	0.00	687.00	687.00
10/5/2026			SOUTHERN CALIFORNIA EDIS			
9/3/2026	ISSUED	Permit Name: SCE TD#2259663				
9/24/2026						
B2609-008	ENCROACHMENT	4000 BLOCK WEST HOBSONW.	CITY RIGHT OF WAY	5,650.00	840.30	840.30
10/5/2026			HP COMMUNICATIONS INC			
9/21/2026	ISSUED	Permit Name: FIBER OPTIC INSTALLATION				
9/25/2026						
Total for:	**ENCROACHMENT**			**5,650.00**	**1,527.30**	**1,527.30**

Permit No./Issued Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2610-003	FENCE	1205 WEST HOBSONWAY	DEBORAH L. DUNCAN	7,000.00	336.00	336.00
10/7/2026	WROUGHT IRON	836180026	STAN DUNCAN			
10/5/2026	ISSUED	Permit Name: WROUGHT IRON				
10/6/2026						
Total for:	**FENCE**			**7,000.00**	**336.00**	**336.00**

Permit No./Issued Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2606-009	OTHER	1284 EAST HOBSONWAY	JESSOP FAMILY BUSINESS TRU	25,000.00	1,143.30	1,143.30
10/13/2026		854040033	DAN CONNELL			
6/16/2026	ISSUED	Permit Name: TOWER MODIFICATIONS				
6/26/2026						

B2609-012 10/13/2026 9/22/2026 10/1/2026	OTHER ISSUED	216 WEST RICE STREET 848052008 Permit Name: Elec, Plumb & Drywall	SMITH & KRESZYN FERNANDOS AFFORDABLE FU	10,000.00	1,914.19	1,914.19
B2610-001 10/1/2026 10/1/2026 10/1/2026	OTHER ISSUED	1158 NORTH BROADWAY 839120004 Permit Name: REROOF AND DRYWALL, 786 SF AND SHEET ROCK	DERICK QUIROZ OWNER	18,000.00	365.93	0.00
B2610-006 10/30/2026 10/6/2026 10/7/2026	OTHER ISSUED	540 SOUTH BROADWAY 869080055 Permit Name: REPAIR FIRE DAMAGE	ANTONIO & MARICRUZ MART OWNER	50,000.00	3,693.97	3,693.97
B2610-005 10/6/2026 10/6/2026 10/6/2026	OTHER FINALED	266 NORTH THIRD STREET 845161019 Permit Name: Gas Line & Flooring	DAVID CEJA FERNANDOS AFFORDABLE FU	1,500.00	262.00	262.00
B2610-014 10/21/2026 10/14/2026 10/21/2026	OTHER ISSUED	761 EAST HOBSONWAY 845170005 Permit Name: ALTERATION TO GAS STATION CANOPY	N 7TH STREET PLAZA LLC FERNANDOS AFFORDABLE FU	17,500.00	604.17	604.17
B2608-004 10/14/2026 8/10/2026 10/6/2026	OTHER ISSUED	761 EAST HOBSONWAY 845170005 Permit Name: Interior Remodel	N 7TH STREET PLAZA LLC TRIPLE A CONSTRUCTION	25,000.00	2,561.96	2,561.96
B2610-004 10/5/2026 10/5/2026 10/5/2026	OTHER FINALED	381 NORTH SOLA AVENUE 851022012 Permit Name: Reroof-OE & Paint, approx 2400 sq ft	GARY P & LINDA CURRIER M S CONSTRUCTION	11,250.00	261.19	261.19
Total for:	**OTHER**			**158,250.00**	**10,806.71**	**10,440.78**

Permit No./Issued Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2610-012 10/19/2026 10/9/2026 10/19/2026	PATIO ISSUED	449 NORTH SEVENTH STREET 845091020 Permit Name: (2) PATIOS	FEBA INVESTMENTS LLC D'OROS CONSTRUCTION	9,521.76	399.78	399.78
Total for:	**PATIO**			**9,521.76**	**399.78**	**399.78**

Permit No./Issued Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2610-009 10/8/2026 10/8/2026 10/8/2026	PLUMB WATER HEATER ISSUED	349 EAST CHANSLORWAY 842100008 Permit Name: WATER HEATER	GEORGE & LAVONNE HALBY BLACK SHEEP PLUMBING	900.00	38.00	0.00
B2610-020 10/21/2026 10/21/2026 10/21/2026	PLUMB WATER HEATER ISSUED	160 MARIPOSA TRL 842144010 Permit Name: WATER HEATER	MAURICIO & LUPITA ANDRAD BLACK SHEEP PLUMBING	900.00	38.00	0.00
B2610-021 10/21/2026 10/21/2026 10/21/2026	PLUMB WATER HEATER ISSUED	736 MICHELLE STREET 842172020 Permit Name: WATER HEATER	RIGOBERTO & SONYA PEREZ BLACK SHEEP PLUMBING	900.00	38.00	0.00
B2610-002 10/5/2026 10/5/2026 10/5/2026	PLUMB WATER HEATER FINALED	187 EAST CHAPARRAL DRIVE 842192012 Permit Name: WATER HEATER	ALLEN & BERDINE DUCKETT AQS MECHANICAL INC	1,250.00	38.00	38.00
Total for:	**PLUMB**			**3,950.00**	**152.00**	**38.00**

City of Blythe
PERMITS ISSUED
For the Period 10/1/2026 thru 10/31/2026

Permit No./Issued Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B2610-011	REMOVE-C	1354 EAST HOBSONWAY	NOVATT FAMILY TRUST	0.00	181.00	181.00
10/14/2026		854040019	FERNANDOS AFFORDABLE FU			
10/9/2026 10/14/2026	ISSUED	Permit Name: Unit moved to Burton's MH Park				
Total for:	**REMOVE-C**			**0.00**	**181.00**	**181.00**
B2610-013	RERF	1302 SAN GORGONIO STREET	TOMAS GUTIERREZ	8,000.00	191.53	191.53
10/13/2026	TEAR OFF	836154001	OWNER			
10/13/2026 10/13/2026	FINALED	Permit Name: TEAR OFF 2350 SQ FT				
B2610-023	RERF	216 SOUTH FIFTH STREET	REYES, DIAZ & FELIX	8,000.00	191.53	191.53
10/22/2026	TEAR OFF	848093003	OWNER			
10/22/2026 10/22/2026	FINALED	Permit Name: TEAR OFF 1525 SQ FT				
B2610-025	RERF	612 VISTA SUNRISE LANE	GLORIA T VASQUEZ	7,000.00	174.09	174.09
10/23/2026	OVER EXIST	869374010	SELF			
10/23/2026 10/23/2026	ISSUED	Permit Name: ROOF OVER PERTIAL				
B2610-026	RERF	161 SOUTH SECOND STREET	ANGEL & DIANA RUBALCAVA	7,000.00	182.91	182.91
10/26/2026	OVER EXIST	848062029	FERNANDOS AFFORDABLE FU			
10/26/2026 10/26/2026	FINALED	Permit Name: OVER EXISTING 1700 SQ FT				
B2610-027	RERF	370 SOLA AVEUNE	ALEJANDAINA CABRER	14,000.00	296.17	296.17
10/26/2026	TEAR OFF	851021013	OWNER			
10/26/2026 10/26/2026	ISSUED	Permit Name: TEAR OFF 2800 SQ FT				
Total for:	**RERF**			**44,000.00**	**1,036.23**	**1,036.23**
RC2609-002	RIVCOUNTY	5340 COLORADO RIVER ROAD	JAMES L HEATH	34,830.00	904.73	904.73
10/16/2026		833082024	AXIA SOLAR CORP			
9/3/2026 9/30/2026	ISSUED	Permit Name: ROOF MOUNT SOLAR				
RC2610-001	RIVCOUNTY	9591 EAST SIXTH AVENUE	DEWAYNE & CAROLE FIBROW	2,800.00	337.00	337.00
10/21/2026		830070002	OWNER			
10/8/2026 10/21/2026	ISSUED	Permit Name: REROOF GARAGE-TO				
RC2606-002	RIVCOUNTY	5500 COLORADO RIVER ROAD	CHRISTOPHER & LORNA BECK	75,000.00	1,895.28	1,895.28
10/2/2026		833092002	BURROW CONSTRUCTION			
6/9/2026 6/19/2026	APPROVED	Permit Name: GARAGE, 1920 sq ft				
RC2609-003	RIVCOUNTY	21101 C & D BLVD	GOMEZ & GARCIA	3,000.00	430.10	430.10
10/13/2026		875080017	JONATHAN DINCO ELECTRIC			
9/14/2026 9/30/2026	FINALED	Permit Name: Panel Upgrade				
Total for:	**RIVCOUNTY**			**115,630.00**	**3,567.11**	**3,567.11**

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

B2609-013	SIGN	301 SOUTH LOVEKIN BOULEV	BRAWLEY HOLDINGS	20,000.00	662.00	662.00
10/6/2026		836141015	COMPASS SERVICES			
9/24/2026	ISSUED	Permit Name:				
9/29/2026						
Total for:	**SIGN**			**20,000.00**	**662.00**	**662.00**

Permit No./Issued Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
SAB2610-001	SOLAR	244 HEFLIN DRIVE	RAY & PHELPS ET AL	56,481.00	886.34	886.34
10/9/2026		824170050	LGCY INSTALLATION SERVICI			
10/9/2026	APPLIED	Permit Name: PV+ST				
10/9/2026						
Total for:	**SOLAR**			**56,481.00**	**886.34**	**886.34**

33 Permits Issued from 10/1/2026 Thru 10/31/2026

Total Valuation:	**$434,082.76**
Total Fees:	**$20,888.77**
Total Fees Paid:	**$20,408.84**

City of Blythe
Permits Applications Received
For the Period 10/1/2026 thru 10/31/2026

Permit No.	Applied	Type	Subtype	Status	Site Address/Parcel No.	Applicant/Owner/Contractor
BP2610-001	10/1/2026	BURNPERMIT		FINALED	3610 WEST HOBSONWAY 824142023	MATTHEW LEO HAFEN ARON & TERESA QUIST
Permit Name: Tumbleweeds & Piled Wood Waste/Brush **Description:**						
BP2610-002	10/2/2026	BURNPERMIT		FINALED	2828 WEST HOBSONWAY 824170022	STEVEN R MONTGOMERY
Permit Name: TUMBLEWEEDS/PILED WOOD/BRUSH **Description:**						
BP2610-003	10/21/2026	BURNPERMIT		FINALED	881 SOUTH INTAKE BOULEVARD 869190006	PATTI J VENABLE
Permit Name: TUMBLEWEEDS/BRUSH **Description:**						
BP2610-004	10/28/2026	BURNPERMIT		FINALED	594 NORTH LOVEKIN BOULEVARD 842131022	CARLA BARRERA
Permit Name: TUMBLEWEEDS/BRUSH **Description:**						
F2610-001	10/1/2026	ANNLFIRE		FINALED	939 EAST HOBSONWAY 851054020	US REAL ESTATE HOLDINGS LLC US REAL ESTATE HOLDING LLC
Permit Name: BUDGET INN **Description:**						

5 Permit Applications from 10/1/2026 Thru 10/31/2026

City of Blythe
Projects by Type, Status and Date
For the Period 10/1/2026 thru 10/31/2026

PLANNER NAME:

Project Number	Project Type Owner Name Site Address	Project Name	Date Applied Date Expired	Status of Project Date Approved Date Closed
G2610-005	GRAFFITI CITY OF BLYTHE 375 EAST DONLON STREET		10/6/2026	RECIEVED
Comments:				
SRS2610-022	SR STREET WELLS ROAD @ GOLF COURSE	FILL TRENCH	10/28/2026	RECIEVED

Comments: (10/28/2026 3:16 PM PK)
PER CITY MANAGER, FILL IN TRENCH ON WELLS ROAD CAUSED BY RECENT STORM

MUST BE COMPLETE BY 10/29/2026

Total Projects for For the Period 10/1/2026 thru 10/31/2026: 2

City of Blythe
Projects by Type, Status and Date
For the Period 10/1/2026 thru 10/31/2026

PLANNER NAME: LAUREN RAY

Project Number	Project Type / Owner Name / Site Address	Project Name	Date Applied / Date Expired	Status of Project / Date Approved / Date Closed
VP2610-001	VACANT PROPERTY SAFEGUARD 1834 EAST CHANSLORWAY	REGISTRATION OF PROPERTY	10/26/2026	RECIEVED

Comments:

Total Projects for LAUREN RAY For the Period 10/1/2026 thru 10/31/2026: 1

City of Blythe
Projects by Type, Status and Date
For the Period 10/1/2026 thru 10/31/2026

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
PRC2610-001	PRC ARVIN J. & JANICE D. DOBBS 131 NORTH MAIN STREET	DOBBS FURNITURE WAREHOUSE EXPA	10/2/2026	RECIEVED

Comments:

Total Projects for MALLORY CRECELIUS For the Period 10/1/2026 thru 10/31/2026: 1

City of Blythe
Projects by Type, Status and Date
For the Period 10/1/2026 thru 10/31/2026

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
TUP2610-001	TUP TOBUREN FAMILY TRUST 155 NORTH SPRING STREET	TRUNK OR TREAT	10/7/2026	APPROVED 10/15/2026

Comments:

Total Projects for MICHELLE VAN DYKE For the Period 10/1/2026 thru 10/31/2026: 1

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
G2610-001	GRAFFITI 200 block of N CARLTON AVE	side walk	10/6/2026	COMPLETED
Comments:				
G2610-002	GRAFFITI 200 block of N PALM DR	side walk	10/6/2026	COMPLETED
Comments:				
G2610-003	GRAFFITI ANTHONY F ROSSETTI 495 NORTH MAIN STREET	covered graffiti	10/6/2026	COMPLETED
Comments:				
G2610-004	GRAFFITI CITY OF BLYTHE 375 EAST DONLON STREET	bathrooms	10/6/2026	COMPLETED
Comments:				
G2610-006	GRAFFITI APPLEBY PROJECT LLC 401 SOUTH THIRD STREET	covered graffiti	10/6/2026	COMPLETED
Comments:				
G2610-007	GRAFFITI ESPERANZA RODRIGUEZ ARANZA 120 SOUTH PALM DRIVE	covered graffiti	10/14/2026	COMPLETED
Comments:				
G2610-008	GRAFFITI 100 block of S PALM DR	palm tree	10/14/2026	COMPLETED
Comments:				
G2610-009	GRAFFITI 300 block of S 3RD ST	fire hydrant	10/14/2026	COMPLETED
Comments:				
G2610-010	GRAFFITI COACHELLA VALLEY HOUSING COALI 170 SOUTH SPRING STREET	covered graffiti	10/14/2026	COMPLETED
Comments:				

G2610-011	GRAFFITI 1300 block of TESORO WAY	stop sign	10/14/2026	COMPLETED
Comments:				
G2610-012	GRAFFITI THE LORD WE TRUST 439 SOUTH LOVEKIN BOULEVARD	covered graffiti	10/14/2026	COMPLETED
Comments:				
G2610-013	GRAFFITI 700 block of N BROADWAY	speed limit sign	10/14/2026	COMPLETED
Comments:				
G2610-014	GRAFFITI ROXBURY PROPERTIES 701 EAST HOBSONWAY	covered graffiti	10/20/2026	COMPLETED
Comments:				
G2610-015	GRAFFITI 400 block of SAN LUIS WAY	stop sign	10/20/2026	COMPLETED
Comments:				
G2610-016	GRAFFITI 100 alley way of E 14TH AVE	stop sign	10/20/2026	COMPLETED
Comments:				
G2610-017	GRAFFITI BLUE COLORADO RIVER LLC 1101 EAST HOBSONWAY	covered graffiti	10/20/2026	COMPLETED
Comments:				
G2610-018	GRAFFITI 100 block of S PALM DR	fire hydrant	10/20/2026	COMPLETED
Comments:				
G2610-019	GRAFFITI CHEVRON USA INC 321 SOUTH LOVEKIN BOULEVARD	covered graffiti	10/20/2026	COMPLETED
Comments:				
G2610-020	GRAFFITI 100 block of S BROADWAY	bus stop sign	10/20/2026	COMPLETED
Comments:				
G2610-021	GRAFFITI 890 HOBSON LLC 890 EAST HOBSONWAY	covered graffiti	10/20/2026	COMPLETED
Comments:				

G2610-022	GRAFFITI PERKINS BLYTHE LLC 1101 WEST HOBSONWAY	covered graffiti	10/21/2026	COMPLETED
Comments:				
G2610-023	GRAFFITI HAMID R SALMASI 1147 WEST HOBSONWAY	covered graffiti	10/21/2026	COMPLETED
Comments:				
G2610-024	GRAFFITI CITY OF BLYTHE 250 SOUTH COLORADO RIVER ROAD	trash cans	10/27/2026	COMPLETED
Comments:				
G2610-025	GRAFFITI TRUST OF WARD DONALD RAY DTD 1937 EAST HOBSONWAY	covered graffiti	10/27/2026	COMPLETED
Comments:				
G2610-026	GRAFFITI		10/27/2026	COMPLETED
Comments:				
G2610-027	GRAFFITI ARTEM ENTERPRISES LLC 1901 EAST HOBSONWAY	covered graffiti	10/27/2026	COMPLETED
Comments:				
G2610-028	GRAFFITI DAVID LAMB & 425 WEST CHANSLORWAY	covered graffiti	10/27/2026	COMPLETED
Comments:				
G2610-029	GRAFFITI 600 block of W PARKER PL	stop sign	10/27/2026	COMPLETED
Comments:				
G2610-030	GRAFFITI CITY OF BLYTHE 905 EAST BARNARD STREET	park sign	10/28/2026	COMPLETED
Comments:				
G2610-031	GRAFFITI 400 block of N 8TH ST	stop sign	10/28/2026	COMPLETED
Comments:				
G2610-032	GRAFFITI 800 block of N BROADWAY	speed limit sign	10/28/2026	COMPLETED
Comments:				

G2610-033	GRAFFITI 800 block of W RICE ST	street sign	10/28/2026	COMPLETED
Comments:				
G2610-034	GRAFFITI 200 block of N CARLTON AVE	fire hydrant	10/28/2026	COMPLETED
Comments:				
G2610-035	GRAFFITI CITY OF BLYTHE Engevik Park	play ground	10/28/2026	COMPLETED
Comments:				
G2610-036	GRAFFITI 1300 block of W MICHIGAN AVE	stop sign	10/28/2026	COMPLETED
Comments:				

Total Projects for RICKY AGUILAR For the Period 10/1/2026 thru 10/31/2026: 35

City of Blythe
Cases Opened (By Type)
For the Period 10/1/2026 thru 10/31/2026

Type of Case	Number opened
ANIMAL	0
AVA	0
BLDG	1
COMPLAINT	4
DEBRIS	0
DUMPING	0
FAULTY SEWER	0
FIRE	0
GRAFFITI	0
HAZMAT	0
LITTER	0
NO BUSINESS LICENSE	0
SHOPPING CARTS	0
SIDEWALK	0
TRANSIENTS	0
TRASH	0
VERMIN	0
WATER	0
WEED	7
WITNESS IN FIELD	2
ZONING	4

Total Cases Opened: 18

Active Cases : 281
Closed Cases : 13

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

Incident	Total
Public Assist / Rescue / Medical Aid	55
Structure	1
Vehicle Fire	2
Brush, Grass, Leaves	1
Arching Electric Equip./Power Line Down	5
Other	5
Total # of Incidents	**69**

Activity	
Drills	4
Staff Meeting	1
Races	3
Fire Prevention Week	4
Total Activities	**12**

Respectfully Submitted

Ronald Hasler, Fire Chief

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: November 10, 2026

SUBJECT: Blythe Police Department Monthly Incident and Activity Report for the Month of September

PRESENTED BY: Keith Walnoha, Acting Chief of Police

PREPARED BY: Pamela Bush, Dispatch Records Supervisor

RECOMMENDATION: Receive the Blythe Police Department's Monthly Incident and Activity Report for the month of October, QOL report and DOJ Group A Offense Report.

FISCAL IMPACT: None

BACKGROUND: The Blythe Police Department provides statistics to the public and City Council upon request.

STAFF REPORT: This information provides a clear and transparent overview of Blythe PD Activities, as well as crime within the City of Blythe. This data is documented locally in the Blythe PD Records Management System, as well as crime data that is reported to the California Department of Justice California Incident Based Reporting System (CIBRS) and FBI's National Incident Based Reporting System (NIBRS).

Statistics are collected and organized to provide an overall analysis about crime and social issues requiring Police assistance. This overall presentation provides information about increases and decreases in specific categories. This report could reveal a need for additional resources for public safety purposes.

ATTACHMENTS:

1. BPD Monthly Incident and Activity Report for October 2026
2. BPD Quality of Life Program Report for October 2026
3. NIBRS Group A Offense Report from September 2026 - *California DOJ CIBRS Report*

BLYTHE POLICE DEPARTMENT

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

Monthly Incident and Activity Report
OCTOBER 2026

	Total	YTD
Total Incidents for Month	**1464**	**14,086**
Total Documented Police Reports for Month	**130**	**1,134**
Total Felony Arrests	**13**	**133**
Total Misdemeanor Arrests	**13**	**193**
Incidents		
Homicide	0	0
Attempt Homicide	1	7
Shoot at inhabited dwelling/vehicle/etc - Penal Code 246	1	7
Willful discharge of a firearm in a grossly negligent manner - Penal Code 246.3	1	3
Willful discharge of a firearm from vehicle - Penal Code 26100(C)	0	0
Domestic Violence	10	52
Battery	8	25
Residential Burglary	3	11
Occupied Residence: 0		
Unoccupied Residence: 3		
Commercial Burglary	1	18
Vehicle Burglary	0	10
Petty Theft	5	26
Grand Theft	1	19
Shoplifting	2	11
Vandalism	7	67
Driving Under the Influence	2	17
Prowlers	1	1
Public Intoxication	4	33
Trespassing	0	8
Traffic Collision - Injury	5	21
Traffic Collision - Non Injury	6	30
Traffic Collision - Hit and Run	1	18
Alarm	17	202
Abandoned Vehicle Abatement	9	45
AVA Vehicle Tows	1	3
Vehicle Red Tags	2	31
Hospital Helicopter Landing Zones	19	156

BLYTHE POLICE DEPARTMENT

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

Monthly Incident and Activity Report
OCTOBER 2026

Location information for the below charges as noted on page 1 of the Monthly Incident and Activity Report

Shoot at inhabited dwelling/vehicle/etc - Penal Code 246
800 Block Oasis Village Court
Willful discharge of a firearm in a grossly negligent manner - Penal Code 246.3
1300 Block West San Gorgonio Street
Willful discharge of a firearm from vehicle - Penal Code 26100(C)

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 October 2026.

Quality of Life Detail:	**October**	**Year to Date**
People contacted.	**85**	**1,082**
People given bus tickets and left town to seek resources elsewhere.	**1**	**21**
People assisted with obtaining their ID or Social Security Cards to register for housing and assistance.	**2**	**34**
People transported to or referred to DPSS/Mental Health.	**32**	**693**
People detained under 5150 Welfare and institutions Code and transported for treatment.	**15**	**107**
People sent to rehab.	**0**	**8**
People sent for substance abuse.	**3**	**47**
People assisted with means to get out of town	**0**	**21**
Patrol assisted	**0**	**5**
Enforcement action taken(Arrests and Warrants)	**0**	1
Traffic Detail:		
Citations issued for various traffic related violations.	**0**	**0**
Traffic enforcement/ vehicle stops resulting in warnings for minor violations.	**0**	**4**
Vehicles stored	**0**	**0**
Complaints/Red/Yellow tags	**0**	**7**

Group A Offense Report

Beginning Date: 09/01/2026 **Ending Date:** 09/30/2026

Agency: All

Offense	Reported in 2026	Reported in 2025	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Murder	0	0	NA	0	0.00%	0.00%	0.00
Negligent Manslaughter	0	0	NA	0	0.00%	0.00%	0.00
Justifiable Homicide	0	0	NA	0	0.00%	0.00%	0.00
Non-consensual Sex Offenses:							
Rape	2	0	NA	0	0.00%	8.00%	10.77
Sodomy	0	0	NA	0	0.00%	0.00%	0.00
Sexual Assault with Object	0	0	NA	0	0.00%	0.00%	0.00
Fondling	2	1	100.00%	0	0.00%	8.00%	10.77
Aggravated Assault	1	2	-50.00%	0	0.00%	4.00%	5.39
Simple Assault	19	15	26.67%	7	36.84%	76.00%	102.34
Intimidation	0	0	NA	0	0.00%	0.00%	0.00
Kidnapping/Abduction	1	0	NA	0	0.00%	4.00%	5.39
Consensual Sex Offenses:							
Incest	0	0	NA	0	0.00%	0.00%	0.00
Statutory Rape	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Commercial Sex Acts	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Involuntary Servitude	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Persons Total	**25**	**18**	**38.89%**	**7**	**28%**	**37.31%**	**134.65**
Robbery	2	0	NA	0	0.00%	7.41%	10.77
Burglary/Breaking & Entering	3	0	NA	1	33.33%	11.11%	16.16
Larceny/Theft Offenses	10	3	233.33%	1	10.00%	37.04%	53.86
Motor Vehicle Theft	2	4	-50.00%	0	0.00%	7.41%	10.77
Arson	0	1	-100.00%	0	0.00%	0.00%	0.00
Destruction Of Property	8	9	-11.11%	2	25.00%	29.63%	43.09
Counterfeiting/Forgery	0	1	-100.00%	0	0.00%	0.00%	0.00
Fraud Offense	1	0	NA	0	0.00%	3.70%	5.39
Embezzlement	0	0	NA	0	0.00%	0.00%	0.00
Extortion/Blackmail	1	0	NA	0	0.00%	3.70%	5.39
Bribery	0	0	NA	0	0.00%	0.00%	0.00
Stolen Property Offenses	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Property Total	**27**	**18**	**50%**	**4**	**14.81%**	**40.3%**	**145.43**
Drug/Narcotic Violations	5	7	-28.57%	4	80.00%	33.33%	26.93
Drug Equipment Violations	4	5	-20.00%	4	100.00%	26.67%	21.54
Gambling Offenses	0	0	NA	0	0.00%	0.00%	0.00
Pornography/Obscene Material	0	0	NA	0	0.00%	0.00%	0.00
Prostitution	0	0	NA	0	0.00%	0.00%	0.00
Weapons Law Violation	5	3	66.67%	4	80.00%	33.33%	26.93
Animal Cruelty	1	0	NA	0	0.00%	6.67%	5.39
Crimes Against Society Total	**15**	**15**	**0%**	**12**	**80%**	**22.39%**	**80.79**
Total Group "A" Offenses	**67**	**51**	**31.37%**	**23**	**34.33%**	**100%**	**360.87**

Note: *The Rate per 100,000 will be 'NA' when the Adjusted Population Base is Zero.*

Statewide Crime Profile

* Adjusted population base: 18,566

2026 Crime in California

Group A Offense Report

Beginning Date: 09/01/2026 **Ending Date:** 09/30/2026

Agency: All

Offense	Reported in 2026	Reported in 2025	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Murder	0	0	NA	0	0.00%	0.00%	0.00
Negligent Manslaughter	0	0	NA	0	0.00%	0.00%	0.00
Justifiable Homicide	0	0	NA	0	0.00%	0.00%	0.00
Non-consensual Sex Offenses:							
Rape	2	0	NA	0	0.00%	8.00%	10.77
Sodomy	0	0	NA	0	0.00%	0.00%	0.00
Sexual Assault with Object	0	0	NA	0	0.00%	0.00%	0.00
Fondling	2	1	100.00%	0	0.00%	8.00%	10.77
Aggravated Assault	1	2	-50.00%	0	0.00%	4.00%	5.39
Simple Assault	19	15	26.67%	7	36.84%	76.00%	102.34
Intimidation	0	0	NA	0	0.00%	0.00%	0.00
Kidnapping/Abduction	1	0	NA	0	0.00%	4.00%	5.39
Consensual Sex Offenses:							
Incest	0	0	NA	0	0.00%	0.00%	0.00
Statutory Rape	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Commercial Sex Acts	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Involuntary Servitude	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Persons Total	**25**	**18**	**38.89%**	**7**	**28%**	**37.31%**	**134.65**
Robbery	2	0	NA	0	0.00%	7.41%	10.77
Burglary/Breaking & Entering	3	0	NA	1	33.33%	11.11%	16.16
Larceny/Theft Offenses	10	3	233.33%	1	10.00%	37.04%	53.86
Motor Vehicle Theft	2	4	-50.00%	0	0.00%	7.41%	10.77
Arson	0	1	-100.00%	0	0.00%	0.00%	0.00
Destruction Of Property	8	9	-11.11%	2	25.00%	29.63%	43.09
Counterfeiting/Forgery	0	1	-100.00%	0	0.00%	0.00%	0.00
Fraud Offense	1	0	NA	0	0.00%	3.70%	5.39
Embezzlement	0	0	NA	0	0.00%	0.00%	0.00
Extortion/Blackmail	1	0	NA	0	0.00%	3.70%	5.39
Bribery	0	0	NA	0	0.00%	0.00%	0.00
Stolen Property Offenses	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Property Total	**27**	**18**	**50%**	**4**	**14.81%**	**40.3%**	**145.43**
Drug/Narcotic Violations	5	7	-28.57%	4	80.00%	33.33%	26.93
Drug Equipment Violations	4	5	-20.00%	4	100.00%	26.67%	21.54
Gambling Offenses	0	0	NA	0	0.00%	0.00%	0.00
Pornography/Obscene Material	0	0	NA	0	0.00%	0.00%	0.00
Prostitution	0	0	NA	0	0.00%	0.00%	0.00
Weapons Law Violation	5	3	66.67%	4	80.00%	33.33%	26.93
Animal Cruelty	1	0	NA	0	0.00%	6.67%	5.39
Crimes Against Society Total	**15**	**15**	**0%**	**12**	**80%**	**22.39%**	**80.79**
Total Group "A" Offenses	**67**	**51**	**31.37%**	**23**	**34.33%**	**100%**	**360.87**

Note: *The Rate per 100,000 will be 'NA' when the Adjusted Population Base is Zero.*

Statewide Crime Profile

* Adjusted population base: 18,566

2026 Crime in California

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: November 10, 2026

SUBJECT: Permission for Council Member Sam Burton to be Absent from October, November, and December Regular Council Meetings

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: It is recommended that the City Council grant permission for Council Member Sam Burton to be absent from the October 13, 2026, November 10, 2026, and December 8, 2026 regular City Council meetings.

FISCAL IMPACT: None.

BACKGROUND: California Government Code section 36513 states:

"(a) If a city councilmember is absent without permission from all regular city council meetings for 60 days consecutively from the last regular meeting he or she attended, his or her office becomes vacant and shall be filled as any other vacancy.

"(b) Notwithstanding subdivision (a), if a city council meets monthly or less frequently than monthly and a city councilmember is absent without permission from all regular city council meetings for 70 days consecutively from the last regular meeting he or she attended, his or her office becomes vacant and shall be filled as any other vacancy."

STAFF REPORT: The last regular meeting that Council Member Burton attended was the September 8, 2026 Council meeting. Council Member Burton was absent from October 13, 2026 regular Council meeting and is not able to attend the November 10, 2026 regular meeting due to medical reasons. At this time, it is not yet known if Council Member Burton will be able to attend the December 8, 2026 meeting. Staff is recommending that the Council also grant permission for Council Member Burton to miss the December 8, 2026 Council meeting in the event he is also unable to attend that meeting due to medical reasons.

Therefore, pursuant to California Government Code section 36513(b), it is recommended that the City Council grant permission for Council Member Burton to be absent from the October 13, 2026, November 10, 2026, and December 8, 2026 regular City Council meetings.

ATTACHMENTS: None.

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: November 10, 2026

SUBJECT: Community Facilities District No. 2004-1 Annual Report

PRESENTED BY: Christa Elms, Director of Finance

PREPARED BY: Christa Elms, Director of Finance

RECOMMENDATION: Receive the attached Community Facilities District (CFD) No. 2004-1 Special Tax Bonds, Series 2005 Annual Report.

FISCAL IMPACT: None.

BACKGROUND: The Local Agency Special Tax and Bond Accountability Act (the "Act") requires that any local special tax measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds.

STAFF REPORT: The City of Blythe issued $2,000,000 in Community Facilities District No. 2004-1 Special Tax Bonds in May 2005 that meet the reporting requirements of the Act. The attached report satisfies the reporting requirements and must be filed annually with the Governing Body.

ATTACHMENTS:

1. City of Blythe CFD No. 20024-1 Special Tax Bonds, Series 2005 Annual Report

CITY OF BLYTHE
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(HIDDEN BEACHES)
SPECIAL TAX BONDS, SERIES 2005

ANNUAL REPORT

The purpose of this report is to comply with the provisions of the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act provides that any local special tax measure that is subject to voter approval on or after January 1, 2001, that would provide for the imposition of a special tax by a local agency shall require the chief fiscal officer of the levying local agency to file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain both of the following:

- The amount of funds collected and expended.
- The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Article 1.5, Section 53410.

The City of Blythe issued $2,000,000 in Community Facilities District No. 2004-1 Special Tax Bonds in May 2005. The bonds were issued to finance the acquisition and construction of certain public facilities including a sewer lift station, a sewer force main and related improvements connecting the District to the City's existing sewer facilities, including all clearing and grubbing, grading and appurtenances, and any removal or temporary signage or makings related thereto.

A separate account has been established with a third party trustee to administer the receipt and subsequent disbursement of the bond proceeds as the City accepts completed improvements. A summary sheet showing the receipt of funds as well as all subsequent disbursements made during the reporting period (October 1, 2025 to September 30, 2026) is attached as a part of this report. All of the facilities to be funded by CFD No. 2004-1 bond proceeds have been completed.

CITY OF BLYTHE CFD NO. 2004-1
(HIDDEN BEACHES)
SB165 FUND SUMMARY

Fund	Beginning Balance as of 10/1/25	Funds Received (10/1/25 through 9/30/26)	Funds Expended (10/1/25 through 9/30/26)	Ending Balance as of 9/30/26
Construction Fund	$0	$0	$0	$0
Reserve Fund	$184,873	$6,035	($6,135)	$184,773
Interest Account	$43	$68,159	($68,108)	$95
Principal Account	$132	$90,059	($90,000)	$190
Costs of Issuance Fund	$0	$0	$0	$0
Special Tax Fund	$46,833	$176,523	($223,356)	$0
Administrative Expense Account	$23,651	$17,080	($21,097)	$19,634
Surplus Fund	$47,273	$50,805	$0	$98,078
Capitalized Interest Account	$0	$0	$0	$0
Grand Total	$302,805	$408,661	($408,695)	$302,770

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: November 10, 2026

SUBJECT: Resolution No. 2026-033 Authorizing the Destruction of Certain Financial Records and Documents for Fiscal Year 2020-2021

PRESENTED BY: Christa Elms, Director of Finance

PREPARED BY: Christa Elms, Director of Finance

RECOMMENDATION: It is recommended that the Council adopt the following Resolution:

RESOLUTION NO. 2026-033 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, AUTHORIZING THE DESTRUCTION OF CERTAIN FINANCIAL RECORDS AND DOCUMENTS AS AUTHORIZED BY THE CALIFORNIA GOVERNMENT CODE

FISCAL IMPACT: None.

BACKGROUND: California Government Code Section 34090 permits a City Department Head, with the approval of the City Council by resolution and the written consent of the City Attorney, to destroy any City record, document, instrument, book, or paper under the Department Head's charge, without making a copy, when such record, document, book, or paper is no longer required. Such authorization does not apply to records affecting title to real property, court records, records required to be kept by statute, records less than two years old, or the minutes, ordinances or resolutions of the City Council or City boards or commissions.

STAFF REPORT: Official documentation of the City's appropriations, revenues and expenditures for each fiscal year is in the City's annual audited financial statements. Copies of the annual audited financial statements are retained in the City's central files at City Hall.

The detailed reports generated by computerized accounting and utility billing systems are voluminous and require an extraordinary amount of storage space. Rarely is it necessary to access revenue, expenditure and billing data beyond the year immediately prior to the year last audited. However, once the fiscal year audit is completed, records of this nature must, by law, be retained for at least five (5) years. The information generated in these reports is strictly departmental in nature and, in the interest of efficiency in records management, these records that have been retained for the period required by law are now scheduled to be destroyed.

Financial records and documents for Fiscal Year 2020-2021 have been retained for the minimum required period of five (5) years as required by law. The City Attorney has consented to the destruction of these records as required by California Government Code Section 34090.

ATTACHMENTS:

1. Resolution No. 2026-033
2. Exhibit A – Records for Destruction

RESOLUTION NO. 2026-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, AUTHORIZING THE DESTRUCTION OF CERTAIN FINANCIAL RECORDS AND DOCUMENTS AS AUTHORIZED BY THE CALIFORNIA GOVERNMENT CODE

The City Council of the City of Blythe hereby finds and declares as follows:

WHEREAS, California Government Code section 34090 provides that, with the approval of the City Council by resolution and the written consent of the City Attorney, the head of a City department may destroy certain City records, documents, instruments, books or papers under the Department Head's charge, without making a copy, if the records are no longer required; and

WHEREAS, the Finance Director has requested that the City Council authorize the destruction of the financial records identified in Exhibit A attached hereto, relating to Fiscal Year 2020-21; and

WHEREAS, none of the records proposed for destruction:

(a) affects the title to real property or liens thereon;
(b) is a court record;
(c) is a record required to be kept by statute;
(d) is a record less than two years old, or, if less than two years old, it is a duplicate of a record remaining on file;
(e) is an ordinance, resolution or the minutes of the City Council or any board or commission of the City of Blythe; and

WHEREAS, the City Attorney has consented in writing to the destruction of the records identified in Exhibit A; and

WHEREAS, the City Council finds and determines that the records were retained for the required retention period, are no longer required and may be destroyed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby authorizes the destruction of the records identified in Exhibit A.

SECTION 2. The City Council hereby authorizes the Finance Director to destroy all of the records identified in Exhibit A.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

PASSED, APPROVED AND ADOPTED this 10th day of November, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Joseph DeConinck, Mayor

ATTEST:

Mallory Crecelius, City Clerk

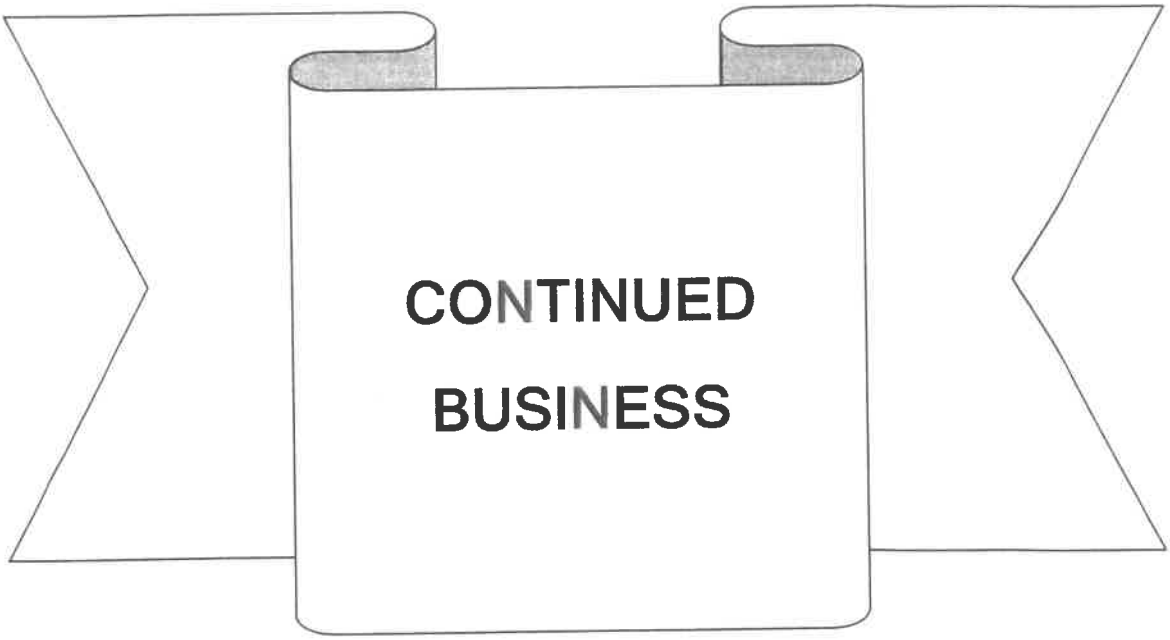
(SEAL)

EXHIBIT A

RECORDS FOR DESTRUCTION

Exhibit A
Records for Destruction

Description of Records	Date of Records	Retention Period
Accounting Reports	July 1, 2020-June 30, 2021	5 years
Accounts Payable/Vendor Payments	July 1, 2020-June 30, 2021	5 years
Accounts Receivable	July 1, 2020-June 30, 2021	5 years
Accounts Receivable-Taxes/Other	July 1, 2020-June 30, 2021	5 years
Bank Statements/Reconciliations	July 1, 2020-June 30, 2021	5 years
Billing Reports	July 1, 2020-June 30, 2021	5 years
Budget Adjustments	July 1, 2020-June 30, 2021	5 years
Budget Prep Reports	July 1, 2020-June 30, 2021	5 years
Invoices	July 1, 2020-June 30, 2021	5 years
Payroll Processing Reports	July 1, 2020-June 30, 2021	5 years
Payroll Timesheets	July 1, 2020-June 30, 2021	5 years
Purchase Orders	July 1, 2020-June 30, 2021	5 years
Receipts/Deposit Records	July 1, 2020-June 30, 2021	5 years
Service Requests - Utilities	Accounts closed between July 1, 2020-June 30, 2021	Active + 5 years
Utility Meter Readings	July 1, 2020-June 30, 2021	5 years


CONTINUED
BUSINESS

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: November 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 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, the City contacted Riverside County Supervisor V. Manual Perez's Office to offer assistance and request assistance in identifying an oversight body for the Palo Verde Healthcare District.

After learning the hospital had shuttered operations except for the Emergency Room, Laboratory and Radiology, City officials contacted State and Federal officials requesting assistance. 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 successor 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 a succession plan. Later, the Palo Verde Health Care District Board of Directors field Chapter 9 Bankruptcy further complicating matters.

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: November 10, 2026

SUBJECT: Determination of Public Convenience or Necessity – Proposed Issuance of Type 41 (On-Sale Beer and Wine - Eating) Alcoholic Beverage Control (ABC) License for Yilin Restaurant Group dba: China Garden at 933 E. Hobsonway in Blythe.

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: It is recommended Council: (1) determine that the public convenience or necessity would be served by the issuance of a Type 41 (On-Sale Beer and Wine Eating) Alcoholic Beverage Control (ABC) license for the China Garden Restaurant located at 933 E. Hobsonway; (2) authorize the Mayor to execute the attached letter reflecting the City Council's determination; and (3) authorize the City Clerk to execute and submit any documents required by ABC regarding the City Council's determination.

FISCAL IMPACT: None

BACKGROUND: The California Department of Alcoholic Beverage Control (ABC) issues and regulates liquor licenses. Pursuant to Business and Professions Code section 23958, ABC is required to deny an application for a license if issuance would result in or add to an undue concentration of licenses.

Section 23958.4 of the Business and Professions Code defines "undue concentration." Specific to off-sale retail license applications, Section 23958.4(a)(3) defines an undue concentration as an area where the ratio of off-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of off-sale licenses to population in the county in which the applicant premises are located.

Pursuant to Section 23958.4(b)(2), notwithstanding the prohibition set forth in Section 23958, ABC may issue a license if the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines that public convenience or necessity would be served by the issuance.

STAFF REPORT: Jipeng Xu, President of the Yiling Restaurant Group applied for a Type 41 (On-Sale Beer and Wine- Eating) ABC license for the China Garden Restaurant located at 933 E. Hobsonway. This license is the standard license issued to restaurants serving beer and wine for consumption on the premises where sold.

The China Garden Restaurant is in a General Commercial zone (C-G). The General Plan designates the property for eating/drinking establishments, and the China Garden Restaurant is a permitted use by right in the C-G zone. The property is surrounded by the following land uses:
North: Residential use
South: Commercial use

East: Commercial use
West: Commercial use

The proposed license site is located within Census Tract No. 461.01, which has a population of 3,060. Based on this population, two (2) On-sale licenses are authorized. There are currently three (3) active on-sale licenses:

License Type	Business Name	Address
52	Post 2987 Veterans of Foreign Wars	148 N. First Street
58	Post 2987 Veterans of Foreign Wars	148 N. First Street
41	Steaks and Cakes	9026 E. Hobsonway

Census Tract 461.01 covers a large area of the City. As outlined in the table above, the active licenses are not clustered together but are spread throughout the Census Tract. The Licenses are held by the local VFW post and Steaks and Cakes, another eating establishment which is located .9 miles away.

The issuance of a Type 41 ABC License would serve a public convenience by creating a more complete dining experience for patrons of the China Garden Restaurant. Patrons expect the convenience of ordering a glass of wine or beer with their dinner. It would also enhance visitor appeal by providing a full-service dining experience in a commercial area of the City directly serving the public's recreational convenience.

The issuance of a Type 41 ABC License would serve public necessity by leveling the playing field for restaurants in the City. Restaurants operating without a beer and wine license face a severe competitive disadvantage. Patrons may choose another establishment simply because they offer beverage pairings. This threatens the economic viability of the applicant's business. In the restaurant space, beer and wine sales are no longer a luxury, but a financial necessity required to offset slim restaurant profit margins on food.

Staff agrees that the issuance of a Type 41 ABC License would provide residents and tourists with the convenience of purchasing beverage pairings with their lunch and dinners at this eating establishment. The Type 41-License would help the viability of one of the few "sit-down" restaurants in the City. Staff supports the request for a determination of public convenience or necessity.

Therefore, it is recommended Council: (1) determine that the public convenience or necessity would be served by the issuance of a Type 41 (On-Sale Beer and Wine) Alcoholic Beverage Control (ABC) license to Yilin Restaurant Group dba: China Garden located at 933 E. Hobsonway; and (2) authorize the Mayor to execute the attached letter reflecting the City Council's determination; and (3) authorize the City Clerk to execute and submit any documents required by ABC regarding the City Council's determination.

ATTACHMENTS:

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

CITY OF BLYTHE

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

November 10, 2026

Department of Alcoholic Beverage Control
Attn: Maricela Mata
34-160 Gateway Dr. Suite 120
Palm Desert, CA 92211

Re: Letter of Public Convenience and Necessity for Yilin Restaurant Group dba: China Garden Restaurant located at 933 E. Hobsonway in Blythe, CA 92225

Dear Ms. Mata,

The City Council of the City of Blythe at their regular meeting on November 10, 2026, voted to approve submitting this letter regarding the public convenience and necessity to be provided through the issuance of a Type 41 (On-Sale Beer and Wine- Eating) Alcoholic Beverage Sales license for the restaurant located at 933 E. Hobsonway in Blythe, California.

After careful consideration, the Blythe City Council has determined that the issuance of this license would serve the public convenience and necessity which outweighs the undue concentration of existing licenses.

The Blythe City Council supports the issuance of a Type 41 License (On-Sale Beer and Wine-Eating) to The Yilin Restaurant Group dba: China Garden located at 933 E. Hobsonway in Blythe, California.

Sincerely,

Joseph DeConinck
Mayor
City of Blythe

RECEIVED

OCT 27 2026

CITY OF BLYTHE DEV. SER.

Yilin Restaurant Corp
933 E Hobsonway
Blythe, CA 92225
Tel: (760) 922-0088

To: City of Blythe

Re: Letter of Public Convenience & Necessity

10/26/26

To whom it may concern,

The owners of the Restaurant, Yilin Restaurant Corp (dba: China Garden Restaurant), a restaurant located at 933 E Hobsonway, Blythe, CA 92226 has requested a TYPE 41 On-Sale Beer and Wine for Bona Fide Public Eating Place.

Business purpose:

Yilin Restaurant Corp is a public eating establishment serving "Chinese and Japanese" styled cuisine with table service of 30 approximately seated guests. Our restaurant will operate from 11:00 AM to 9:00 PM daily for dinning. And, from 11:00 AM to 9:00 PM, closed on Saturdays, we also serve beers and wines. The restaurant will have indoor area, and sushi bar seating. The restaurant will play from time to time light music but no stage.

Products and services:

As with other restaurants of this style, both food and beverage are integral to the business plan and the overall environment of the restaurant. The recipes and menu items are prepared with consideration to the consumption of spirits, such as liqueurs, wines and beers. We intend to provide our guests with a full range of culinary experience.

Revenue and management:

We expect that approximately 85% of revenue to come from food, 10% from beer and wine and 5% from non-alcohol beverage sales. The management of Yilin Restaurant Corp are well suited and experienced in the restaurant industry. The staff of Yilin Restaurant Corp will be well trained for food safety, and beverage service. On average we expect that 2 floor staff and 2 kitchen staff will be present during operating hours.

Uniqueness:

The menu selection of Yilin Restaurant Corp will differ from the comparable restaurants in the unique methods and training of the executive chef and supporting kitchen staff.

Positive impact:

Yilin Restaurant Corp will add to the efforts to revitalize and improve the city in several positive ways and commit to the community to provide quality products in a safe.

Sincerely,

Jipeng Xu

Jipeng Xu, President

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: November 10, 2026

SUBJECT: Report on Emergency Action Taken by Interim City Manager for Roadway Repairs on West Hobsonway between Neighbors and Buck Boulevards and Acceptance of Work Performed

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

RECOMMENDATION: It is recommended Council receive this report on the emergency action taken by the Interim City Manager for the repairs to the washed-out shoulder area on West Hobsonway between Neighbors Boulevard and Buck Boulevard. It is further recommended Council accept the work performed by R.E. Hoover 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 project bonds once appropriate.

FISCAL IMPACT: $73,500 from the Paved Streets Budget.

BACKGROUND: Portions of the shoulder and base of West Hobsonway between Neighbors and Buck Boulevards were washed out during a storm event that hit the Blythe area on October 10-11, 2026. The storm brought unprecedented amounts of rainwater that poured over the roadway, undermining the base of the roadway and washing out portions of the shoulder area. This left the asphalt unsupported and susceptive to further damage and presented a dangerous condition to motorists leading to road closure. West Hobsonway was closed on October 11, 2026 to prevent further damage. At the same time, work was being performed on Interstate 10, and the Neighbors Boulevard ramps were closed. Hobsonway is f requently used as an alternate route for I-10 traffic. Having both access points closed created issues for those living and working in Mesa area.

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.

Due to the damaged roadway and the necessity of having a bypass route open for I-10, the Interim City Manager determined the damage to West Hobsonway constituted an emergency, as defined by Public Contract Code section 1102. The City entered into an agreement dated October 16, 2026 with R.E. Hoover Construction for the repair work. R.E. Hoover Construction commenced the repair work on October 17, 2026.

STAFF REPORT: Pursuant to Section 2.66.070(B) of the BMC and Public Contract Code section 22050(b)(3), the Interim City Manager is required to report to the City Council the reasons justifying why the emergency would not permit a delay resulting from a competitive solicitation for bids and why the action was necessary to respond to the emergency.

As outlined above, the emergency action was necessary because there was a need to immediately repair the dangerous condition in the damaged roadway to protect public safety. Further, if the City followed competitive bidding requirements for the repair work, it would take approximately 1-2 months before a contractor would start the repairs. Therefore, the emergency would not permit a delay resulting from a competitive solicitation for bids.

The emergency repairs to West Hobsonway were completed to the satisfaction of the Public Works Department on October 22, 2026. The emergency action was terminated on the same date.

As the repairs are now complete, it is recommended Council receive this report on the emergency action taken by the Interim City Manager for the repairs to the washed-out shoulder area on West Hobsonway between Neighbors Boulevard and Buck Boulevard. It is further recommended Council accept the work performed by R.E. Hoover 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 project bonds once appropriate.

ATTACHMENTS:

1. Agreement with R.E. Hoover Construction

PUBLIC WORKS AGREEMENT
BETWEEN
CITY OF BLYTHE
AND
R.E. HOOVER CONSTRUCTION
FOR
EMERGENCY REPAIRS TO WEST HOBSONWAY

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated October 16, 2026 ("Effective Date"), is made by the CITY OF BLYTHE, a municipal corporation ("City"), and R.E. HOOVER CONSTRUCTION, a California corporation ("Contractor").

WHEREAS, pursuant to Section 2.66.070(B) of the Blythe Municipal Code, when it is impractical to convene a meeting of the City Council, the City Manager has the power 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; and

WHEREAS, on October 14, 2026, the Interim City Manager determined an emergency, as defined in California Public Contract Code Section 1102, exists at West Hobsonway due to a portion of the shoulder of the road being washed out by a recent storm; and

WHEREAS, as authorized by Section 2.66.070(B) of the Blythe Municipal Code, the Interim City Manager has ordered the repair of the washed-out shoulder; and

WHEREAS, City desires to contract with Contractor to furnish construction and related services for the emergency repairs described below under Paragraph 1, Scope of Work (the "Project"); and

WHEREAS, City and Contractor desire to set forth their rights, duties and liabilities in connection with the services to be performed.

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

1. SCOPE OF WORK.

The work (the "Work") consists of repairing approximately 1,500 linear feet of washed-out shoulder area, including one area that is approximately 50 feet by 50 feet in depth and another area that is approximately 30 feet by 50 feet in depth, on the south side of West Hobsonway between Neighbors Boulevard and Buck Boulevard, including, but not limited to, filling in the washed-out area with natural material that washed out during the storm and compacting, installing 12 inches of Class 2 base to finish grade, installing 6 inches of asphalt in the washed-out area and building back the curb, repairing the curb, and installing base and asphalt on the top shoulder, as further detailed in Contractor's bid (the "Work").

The Work shall be performed in accordance with the City's specifications and as directed by the City's Project Manager.

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

The Project is known as Emergency Repairs to West Hobsonway.

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project:

(a) This Agreement;

(b) Contractor's bid, attached hereto as Exhibit A and incorporated herein;

(c) Labor and Material Bond, including agent's Power of Attorney for the bond, incorporated by this reference as if fully set forth herein; and

(d) Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"). The Greenbook is incorporated by this reference as if fully set forth herein.

The documents comprising the complete Agreement will be referred to as the "Contract Documents."

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

In the event of an inconsistency in the Contract Documents, the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in The Greenbook.

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

3. CITY'S REPRESENTATIVE.

The City's Representative is Kevin Nelson, referred to herein as the "City's Project Manager".

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

(a) Project Manager. Contractor's representative is Richard Hoover, referred to herein as "Contractor's Project Manager." Contractor's Project Manager shall represent Contractor and be its agent in all consultations with the City during the term of this Agreement. Contractor or Contractor's Project Manager shall attend and assist in all coordination meetings called by the City. Any substitution of Contractor's Project Manager must be approved in advance in writing by the City's Project Manager.

(b) Personnel. City has the right to review and approve any personnel who are assigned to perform work under this Agreement. Contractor shall remove personnel from performing work under this Agreement if requested to do so by City.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of City by the City's Project Manager, and in accordance with the time of performance set forth in Paragraph 11 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

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

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

7. COMPENSATION.

City shall pay Contractor in accordance with the fee schedule set forth in Contractor's bid. Contractor's total compensation shall not exceed Seventy-Three Thousand Five Hundred Dollars and Zero Cents ($73,500.00) ("Total Compensation").

8. ADDITIONAL SERVICES.

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

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from City shall be barred and are unenforceable. Contractor further understands and agrees that only the City Manager can approve additional services and change orders.

9. PAYMENTS TO CONTRACTOR.

Contractor may invoice the City upon the City's formal acceptance of the Work. City will pay Contractor's invoice within thirty (30) days of receipt.

10. PROMPT PAYMENT OF SUBCONTRACTORS.

Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than ten (10) days from Contractor's receipt of payment from City.

11. TIME OF PERFORMANCE.

Contractor acknowledges and agrees that due to the emergency conditions, time is of the essence in Contractor's completion of the Work. Unless otherwise agreed to by City and Contractor, Contractor shall complete the Work within six (6) calendar days from the Effective Date of this Agreement.

12. TERMINATION.

(a) Termination for Convenience. City may terminate this Agreement at any time, with or without cause, by providing written notice to Contractor.

(b) Termination for Breach of Contract.

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

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

(iii) If Contractor is in breach of any material provision of this Agreement, City may immediately terminate this Agreement by providing written notice to Contractor of same.

13. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the City's Project Manager, City may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 12 (Termination) of this Agreement, charge to Contractor or its sureties, or deduct from payments or credits due Contractor, a sum equal to Two Hundred Fifty Dollars ($250.00) as liquidated damages for each calendar day beyond the date provided for the completion of such Work.

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

14. DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

15. SUPERINTENDENCE BY CONTRACTOR.

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

16. INSPECTION BY CITY.

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

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

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

18. CONTRACT SECURITY AND GUARANTEE.

(a) Contract Security. Within five (5) days from the Effective Date of this Agreement, Contractor shall furnish to City a surety bond in an amount equal to at least one hundred percent (100%) of the Total Compensation as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Contractor shall furnish the bond using a form provided by the City. In addition, the surety must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bond required.

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

(b) Contractor guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most

current edition of The Greenbook. Contractor also guarantees that all materials used in the Work and all labor performed for this Project will be free from defects for a period of one (1) year from the date the City accepts the Work. During such one (1) year period, Contractor shall, at its own expense, make any and all repairs and/or replacements to defective work and/or materials within ten (10) business days after written notice from the City. If during the one (1) year warranty period Contractor fails to remedy defective materials and/or workmanship within ten (10) business days after written notice by City, City may remedy the same, and the cost therefor shall be chargeable to, and payable by, Contractor. Nothing in this Paragraph shall be construed to limit the right of City to immediately correct conditions which may adversely affect the public health, safety or welfare. Should such unsafe conditions later be found to be caused by Contractor's defective materials or workmanship, Contractor shall reimburse the City for the costs reasonably incurred by City in correcting such conditions. Contractor shall also provide the City with and, as required, make a written assignment to the City of, any applicable manufacturers' warranties and product warranties for all components, materials and equipment installed as part of the Project.

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

19. INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless the City, and its officials, officers, employees, and volunteers from and against any and all claims, damages, losses, and expenses, including attorneys' fees, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone else for whose acts any of them may be liable, except where caused by the sole negligence, active negligence, or willful misconduct of the City. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, and shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's proposal, which shall be of no force or effect.

Contractor shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable. Contractor shall indemnify and hold harmless City from and against all claims, liabilities, expenses, damages,

suits, actions, proceedings and judgments, of every nature and description, including attorneys' fees, that may be presented, brought or recovered against City for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by Contractor or any subcontractor or others performing on behalf of Contractor.

City does not, and shall not, waive any rights against Contractor which it may have by reason of the above hold harmless agreements, because of the acceptance by City or the deposit with City by Contractor of any or all of the insurance policies described in Paragraph 20 (Insurance) of this Agreement.

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

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

20. INSURANCE.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Paragraph and City has approved the insurance as to form, amount, and carrier, nor shall Contractor allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

Contractor shall procure and maintain for the duration of this Agreement, and for five (5) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors.

(a) Minimum Scope and Limits of Insurance. Coverage shall be at least as broad as:

(i) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than $2,000,000 per accident for bodily injury and property damage.

(iii) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(b) Self-Insured Retentions. Self-insured retentions must be declared to and approved by the City. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the indemnified additional insured parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall not contain any SIR provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

(c) Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(i) The City of Blythe, its officials, officers, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) For any claims related to this Project, Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officials, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, officers, employees,

or volunteers shall be excess of Contractor's insurance and shall not contribute with it. This requirement shall also apply to any excess or umbrella liability policies.

(iii) Each insurance policy required by this Paragraph shall provide that coverage shall not be canceled, except with notice to the City.

(d) Claims Made Policies. If any coverage required is written on a claims-made coverage form:

(i) The retroactive date must be shown, and this date must be before the execution date of the Agreement or the beginning of work.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of Agreement work.

(iii) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, or start of work date, Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of Agreement work.

(iv) A copy of the claims reporting requirements must be submitted to the City for review.

(e) Umbrella or Excess Policies. Contractor may use umbrella or excess policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, self-insured retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying commercial general liability insurance. No insurance policies maintained by the additional insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Contractor's primary and excess liability policies are exhausted.

(f) Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

(g) Waiver of Subrogation. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.

(h) Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL policy and any excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the Work beginning shall not waive Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(i) Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, except that the minimum limits for CGL and automobile liability insurance shall be $1,000,000, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

(j) Duration of Insurance. CGL and excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of work on the Project.

(k) Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

21. PREVAILING WAGE REQUIREMENTS.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This Project is a "public works" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage

rate determination is on file with the City and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the Project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour workday and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars ($25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the Work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of Sections 1810 et seq. of the Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776. Contractor shall also furnish each week to City's Project Manager a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

(f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Sections 1771 and 1725.5 requiring registration with the Department of Industrial Relations (DIR).

22. COMPLIANCE WITH ALL LAWS.

Contractor shall, at its own cost and expense, comply with all applicable local, state, and federal laws, regulations, and requirements in the performance of this Agreement, including but

not limited to laws regarding health and safety, labor and employment, and wage and hours.

23. NON–DISCRIMINATION.

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

24. PROVISIONS CUMULATIVE.

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

25. NOTICES.

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

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

City of Blythe
235 N. Broadway
Blythe, CA 92225
Attn: Mallory Crecelius

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

R.E. Hoover Construction
P.O. Box 1717
Blythe, CA 92226
Attn: Richard Hoover

26. INDEPENDENT CONTRACTOR.

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

27. PERS ELIGIBILITY INDEMNIFICATION.

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

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

28. VALIDITY.

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

29. GOVERNING LAW.

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

30. RESOLUTION OF CONTRACTOR CLAIMS.

Contractor claims, as defined herein and in California Public Contract Code section 9204 "Section 9204"), shall be resolved as set forth below.

Pursuant to Section 9204, a "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay.
- Payment by the City of money damages under the terms of the contract.
- Payment of an amount that is disputed by the City.

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide Contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If Contractor disputes the City's written response, or if the City does not issue one, Contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and Contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of this Agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner as required by Section 9204 bear interest at seven percent (7%) per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and Contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.

31. NO THIRD PARTY BENEFICIARY RIGHTS.

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

32. ASSIGNABILITY.

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

33. WAIVER.

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

34. HEADINGS.

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

35. 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.

36. COUNTERPARTS AND ELECTRONIC SIGNATURES.

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

37. 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.

[SIGNATURE PAGE FOLLOWS.]

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

CITY OF BLYTHE

Mallory Crecelius
Interim City Manager

CONTRACTOR

Richard Hoover
Chief Executive Officer

10-16-26

ATTEST:

Mallory Crecelius
City Clerk

APPROVED AS TO FORM:

Brittany E. Roberto
City Attorney

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

CITY OF BLYTHE

Mallory Crecelius
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ATTEST:

Mallory Crecelius
City Clerk

APPROVED AS TO FORM:

Brittany E. Roberto
City Attorney

EXHIBIT A

CONTRACTOR'S BID

RE Hoover

PO Box 1717
CA 92226

PROJECT BID

Date	Estimate #
10/16/2026	107

Name / Address
City of Blythe

	Project

Description	Qty	Rate	Total
Repair and clean up on west Hobsonway		0.00	0.00
Clear dirt off road and shoulder on both sides of road from top to bottom.		0.00	0.00
Fill in washed out area and compact.		0.00	0.00
Install 12" of class 2 base to finish grade.		0.00	0.00
Install 6" of asphalt in washed out area and build back curb.		0.00	0.00
Repair cub in bad area.		0.00	0.00
Install base on top shoulder and 3" minus rock on repaired shoulder.		73,500.00	73,500.00
		Total	$73,500.00

CITY OF BLYTHE
CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE: November 10, 2026

SUBJECT: Resolution Directing a Temporary Suspension on the Enforcement of Provisions of the City's Sign Ordinance Relating to Temporary Signs

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager
Brittany Roberto, City Attorney

RECOMMENDATION: Council adopt Resolution No. 2026-034, directing staff to suspend enforcement of Section 17.26.180(B) of the City's Sign Ordinance regarding the maximum time periods for the placement of temporary signs for a period of 180 days.

RESOLUTION NO. 2026-034. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, DIRECTING STAFF TO SUSPEND ENFORCEMENT OF SECTION 17.26.180(B) OF CHAPTER 17.26 OF THE BLYTHE MUNICIPAL CODE RELATING TO THE MAXIMUM TIME PERIODS FOR THE PLACEMENT OF TEMPORARY SIGNS FOR A PERIOD OF 180 DAYS AND FINDING THE RESOLUTION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(b)(3) (COMMON SENSE EXEMPTION)

FISCAL IMPACT: None. This action will impact the City's General Fund Budget.

BACKGROUND: The last comprehensive review and update of the Sign Ordinance, codified in Chapter 17.26 of the Blythe Municipal Code (BMC), occurred in 2023 with Ordinance No. 923-23 adopted in January 2024. During that update, significant changes were made for compliance with State and Federal law. Also included were items discussed at a Council Study Session and City Council meetings. This included allowing A-frames and billboards, mural provisions, increasing the number of commercial signs allowed per property and an increase in aggregate sign area. This allowed properties to install larger signs to match the size and scale of their development.

The City's intent with the current Sign Ordinance was to provide better signage options for businesses while promoting public health, safety and welfare and preserving community aesthetics through the implementation of a uniform set of rules and regulations.

Recently, local business owners and stakeholders have expressed concerns that certain regulations, specifically those governing temporary signs, place an undue hardship on local commercial operations, non-profits, schools and churches.

At the October 13, 2026 meeting, Council discussed these challenges and expressed a desire to evaluate a more business-friendly framework while maintaining public safety

standards. Staff was directed to return at the next Council meeting with a recommendation to temporarily suspend enforcement of certain temporary sign regulations.

Section 17.26.030 (Definitions) of the BMC defines a "temporary sign" as "any sign constructed of wood, paper, cloth, canvas, or other similar lightweight material, with or without frames, and all others including painted windows intended to be displayed for a limited period of time.

As currently written, subsection B of Section 17.26.180 (Temporary Signs) of the BMC states that no temporary sign shall be posted for more than sixty (60) consecutive days and once removed, cannot be replaced for ninety (90) days from removal.

STAFF REPORT: A 180-day pause on the enforcement of specific sign regulations in Section 17.26.180 (Temporary Signs) relating to the maximum time periods for the placement of temporary signs will allow local businesses greater flexibility in their advertising efforts while providing City Council and staff time to conduct a review of the current provisions of Chapter 17.26.

During the proposed 180-day suspension period:

- Staff will halt code enforcement action for violations of Section 17.26.180(B) tied specifically to the maximum time periods for the placement of temporary signs.
- All other provisions of Section 17.26.180, including maintenance requirements and placement restrictions, and Chapter 17.26, will remain in effect and be enforced.
- Staff will engage with stakeholders and the City Council to gather feedback on potential amendments to the Sign Ordinance, including conducting a study session regarding potential amendments.

This temporary pause ensures a predictable environment for local businesses while giving the City Council and staff adequate time to review, draft, and adopt an updated ordinance that balances commercial vitality with community aesthetics.

This action is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) (Common Sense Exemption) because it can be seen with certainty that there is no possibility that temporarily suspending enforcement of regulations regarding the maximum time periods for the placement of temporary signs may have a significant effect on the environment.

Therefore, it is recommended Council adopt Resolution No. 2026-034 suspending enforcement of Section 17.26.180(B) of the City's Sign Ordinance for a period of 180 days.

ATTACHMENTS:

1. Resolution No. 2026-034
2. Current City Sign Ordinance

RESOLUTION NO. 2026-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA, DIRECTING STAFF TO SUSPEND ENFORCEMENT OF SECTION 17.26.180(B) OF CHAPTER 17.26 OF THE BLYTHE MUNICIPAL CODE RELATING TO THE MAXIMUM TIME PERIODS FOR THE PLACEMENT OF TEMPORARY SIGNS FOR A PERIOD OF 180 DAYS AND FINDING THE RESOLUTION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(b)(3) (COMMON SENSE EXEMPTION)

The City Council of the City of Blythe hereby finds and declares as follows:

WHEREAS, the City of Blythe, pursuant to its police power, has the authority to take appropriate action to address concerns regarding traffic safety and aesthetics as they relate to signs; and

WHEREAS, the City has a substantial interest in regulating signs to further the City's substantial interests in traffic safety and aesthetics; and

WHEREAS, businesses have an interest in having signage that effectively advertises their goods or services, and is visible to potential customers; and

WHEREAS, City residents and visitors have a substantial interest in visiting, living, and working in an aesthetically pleasing City; and

WHEREAS, the City regulates the placement, size, number, and duration of temporary signs pursuant to Section 17.26.180 (Temporary Signs) of Chapter 17.26 of the Blythe Municipal Code; and

WHEREAS, recently, local business owners and stakeholders have expressed concerns that regulations regarding temporary signs place an undue hardship on local commercial operations, non-profits, schools, and churches; and

WHEREAS, the City Council desires to temporarily suspend enforcement of Section 17.26.180(B) of the Blythe Municipal Code relating to the maximum time periods for the placement of temporary signs while City Council and staff review and consider potential amendments to Chapter 17.26 of the Blythe Municipal Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby directs City staff to suspend enforcement of Section 17.26.180(B) of the Blythe Municipal Code relating to the maximum time periods for the placement of temporary signs for a period of 180 days. Staff shall continue to enforce all other provisions of Section 17.26.180 and Chapter 17.26.

SECTION 2. The City Council hereby finds that it can be seen with certainty that there is no possibility that the adoption and implementation of this resolution, which relates to temporarily suspending enforcement of regulations regarding the maximum time periods for the placement of temporary signs, will have a significant effect on the environment. The resolution is therefore exempt from the environmental review requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) (Common Sense Exemption) of the CEQA Guidelines.

SECTION 3. The suspension of enforcement described herein shall remain in effect for a period of 180 days, through May 9, 2027, unless modified, revoked, or extended by the City Council.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

PASSED, APPROVED AND ADOPTED this 10th day of November, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Joseph DeConinck, Mayor

ATTEST:

Mallory Crecelius, City Clerk

(SEAL)

Chapter 17.26 SIGNS[1]

Sections:

17.26.010 Findings.

The city council finds all of the following:

A. Police Power. The city, pursuant to its police power, has the authority to take appropriate action to address concerns regarding traffic safety and aesthetics, as they relate to signs (Metromedia Inc. v. City of San Diego, 453 U.S. 490 (1981)); and

B. First Amendment. Signs constitute speech protected by the First Amendment of the United States Constitution and by Article 1, Section 2 of the Constitution of the State of California and that its regulation of signs must be consistent with these protections; and

C. Harms of Non-Regulation. An uncontrolled proliferation of signs within the city is harmful to the public's health, safety and welfare, in that such signs are:

1. Aesthetically displeasing, distracting, discordant with their surroundings and detract from the natural beauty of the city, and

2. They create a safety hazard as drivers, pedestrians, and others venturing into the public area will be distracted by attempting to read an excessive number of signs that are placed in a haphazard, dangerous, or dangerously attention-seeking manner; and

D. Substantial Interest. The city has a substantial interest in regulating signs and the regulations within this chapter further the city's substantial interests in traffic safety and aesthetics, consistent with National Advertising Co. v. City of Orange, 861 F.2d 246, 248 (9th Cir. 1988) and Foti v. City of Menlo Park, 146 F.3d 629 (9th Cir. 1998); and

E. Commercial Interests. Businesses have an interest in having signage that effectively advertises their goods or services, and is visible to potential customers; and

F. Aesthetic Interests. City residents and visitors have a substantial interest in visiting, living, and working in an aesthetically pleasing city; and

G. Traffic Safety Interest. City residents and visitors have a substantial interest in traffic safety within the city; and

H. Limited Regulation is Necessary. The city has properly balanced its interests in aesthetics and traffic safety with the interests of businesses and consumers by limiting off-site commercial signs, and by limiting the time, place, and manner of placement of commercial signs on commercial lots; and

I. Signs Can Cause Problems. Signs take up space and may obstruct views, distract motorists, displace alternative uses for land, and pose other problems that legitimately call for regulation; and

[1]Ord. No. 923, § 2, adopted Jan. 9, 2024, repealed the former Ch. 17.26, §§ 17.26.010—17.26.230, and enacted a new Ch. 17.26 as set out herein. The former Ch. 17.26 pertained to similar subject matter and derived from Ord. 792 § 1 Exh. A (part), adopted in 2004.

J. Commercial Speech Versus Non-Commercial Speech. Commercial speech can be regulated more stringently than non-commercial speech; however, the city council recognizes the need of businesses in the city to communicate to the public about the goods and services they provide; and

K. Content Neutrality. The city council intends this chapter to ensure its regulations are content-neutral and are the least restrictive means to achieve the goals set forth herein (See e.g., Reed v. Town of Gilbert, 76 U.S. 155 (2015); and

L. On-Site Signage. These regulations allow on-site commercial signage while limiting off-site advertising signs, the city council having found that onsite commercial speech is more valuable than off-site commercial speech, as permitted in Outdoor Systems, Inc. v. City of Mesa, 997 F.2d 604, 611 (9th Cir. 1993) and Metromedia Inc. v. City of San Diego, 453 U.S. 490 (1981); and

M. Procedures are Beneficial. Because signs are speech protected by the United States and the California Constitutions, detailed procedures are necessary to ensure that permits are expeditiously issued or denied based on objective criteria and consistent with due process of law; and

N. Message Substitution. A message substitution provision has been added to the city's sign regulations, allowing any sign regulated by the new provisions of this ordinance to display a non-commercial message, so that the city's regulations satisfy the constitutional mandate that it not restrict non-commercial signage to a greater degree than commercial signage. (See Clear Channel Outdoor, Inc. v. City of Los Angeles, 340 F.3d 810 (9th Cir. 2003); Outdoor Systems. Inc. v. City of Mesa, 997 F.2d 604 (9th Cir. 1993); and

O. Temporary Signs. The unregulated proliferation of temporary signs in the public right-of-way can be detrimental to the aesthetic quality of the streets and sidewalks, can interfere with traffic safety, pedestrian access to public sidewalks and streets, and can obstruct the entrance to businesses and residences; and

P. Limits on Interfering with Traffic. Prohibiting commercial conduct that is intended to, or that does in fact, attract the attention of drivers, furthers the city's substantial interest in traffic safety (See, e.g., Sanctity of Life Network v. California Highway Patrol, 105 Cal. App. 4th 858, 862 (2003) (holding that protected First Amendment speech can be restricted if it interferes with traffic)).

(Ord. No. 923, § 2, 1-9-24)

17.26.020 Purpose.

The purpose of this chapter is to promote the public health, safety and welfare and preserve community aesthetics through implementation of a uniform set of rules and regulations. This chapter is intended to:

A. Preserve and improve the appearance of the city as a place to live, work, and visit;

B. Reduce visual clutter while providing reasonable opportunities for adequate identification of businesses and the goods and services they offer;

C. Promote signs and graphics that are attractive, pleasing, and harmonized with the physical character of the environment and surrounding properties;

D. Ensure that signs effectively identify businesses and other establishments;

E. Prevent an inadvertent favoring of commercial speech over non-commercial speech; and

F. Reduce traffic hazards.

(Ord. No. 923, § 2, 1-9-24)

17.26.030 Definitions.

For the purposes of this chapter, the following definitions shall apply. These definitions shall be adapted to the context for appropriate grammatical tenses, number, case, and gender.

"A-frame sign" means a freestanding sign usually hinged at the top, or attached in a similar manner, and widening at the bottom to form a shape similar to the letter "A." Such signs are usually designed to be portable and are not considered permanent signs.

"Abandoned sign" means a sign which is one of the following: (a) located on property which becomes vacant or unoccupied for one year or more; (b) previously pertained to an on-site occupant or business, but is now unrelated to the premises' present occupant or business; or (c) a sign which pertains to a time, event, or purpose which no longer applies.

"Accessory sign" means a sign whose copy refers to the products, facilities, or services available on the premises.

"Advertising statuary" means an imitation or representation of a person or thing which is sculptured, molded, modeled, or cast in any solid or plastic substance, material or fabric and used to identify or advertise a product or service.

"Advertising vehicle" means any vehicle or trailer on a public right-of-way or public property or on private property visible from a public right-of-way which has attached thereto, or located thereon, any advertising device or detachable sign, which device or sign has the basic purpose of advertisement. One example of an "advertising vehicle" is a vehicle towing a trailer with an arrow directing traffic to a commercial establishment.

"Aggregate sign area" means the total area of all signs combined.

"Animated sign" means any sign which includes action or motion or the optical illusion of action or motion, or color changes of all or any part of the sign facing, requiring electrical energy, or set in motion by movement of the atmosphere. Excluded from the definition are flags.

"Art mural" means a non-commercial, original, one-of-a-kind, hand-painted, or hand-tiled work of visual art on the exterior wall, façade, or surface of a building. "Art mural" does not include murals containing any electrical or mechanical components or changing image murals.

"Attraction board" means a sign capable of supporting copy which is readily changeable without the use of tools. An example of an attraction board is a theater marquee.

"Banner" means a sign hung without frames, possessing written communication applied to nonrigid paper, plastic, fabric, or similar material.

"Billboard" means a sign with a commercial message, other than a directional sign, which directs attention to a business, commodity, service, or entertainment conducted, sold, or offered elsewhere than upon the premises where the sign is located, or to which it is affixed. Also known as an outdoor advertising sign.

"Building-mounted sign" means a sign affixed to a building, painted directly on a wall, or erected against the wall of a building. All parts of the sign are affixed flush to the wall. Building-mounted signs may include murals, signs affixed to awnings (excluding under canopy signs), signs attached to fascia, mansard roof signs, wall signs, and window signs.

"Business" means a commercial, office, institutional or industrial establishment.

"Canopy" means a fixed structure of any material and any length, projecting from and connected to a building and/or columns and posts from the ground or supported by a frame extending from the building and/or posts from the ground.

"Copy" or "sign copy" means any words, letters, numbers, figures, designs, or other symbolic representations incorporated onto the face of a sign.

"Commercial sign" means a sign which is "commercial" as defined by applicable case law interpreting the First Amendment to the United States Constitution. Typical examples of "commercial" signs include advertisements of a particular product or service.

"Development" means, on land or in or under water: the placement or erection of any solid material or structure; discharge or disposal of any dredged material or of any gaseous, liquid, solid or thermal waste; grading, removing, dredging, mining or extraction of any materials; change in the density or intensity of use of land, including, but not limited to, subdivision pursuant to the Subdivision Map Act, and any other division of land, including lot splits, except where the land division is brought about in connection with the purchase of such land by a public agency for public recreational use; change in the intensity of use of water, or of access thereto; construction, reconstruction, demolition or alteration of the size of any structure, including any facility of any private, public or municipal utility; and the removal or harvesting of major vegetation other than for agricultural purposes.

"Directional sign" means any sign which is designed and erected solely for the purpose of traffic or pedestrian direction and which is placed on the property to which or on which the public is directed. Such a sign contains no advertising copy. Typical examples of such signs are: "one-way," "entrance," "exit," "parking in rear," "fifteen miles per hour," "no left turn."

"Director" or "planning director" means the director of the City of Blythe development services department or the director's authorized agent or representative.

"Downtown area" means that area on Hobsonway extending from the east side of Ash Avenue to the west side of Third Street; and the area between the alley west of Main Street to the alley east of First Street extending north from Hobsonway to Murphy Street and south from Hobsonway to Rice Street.

"Face of building wall" means the outer surface of any main exterior wall or foundation of a building, including windows and store fronts.

"Fascia" means a parapet-type wall used as part of the fascia of a flat-roofed building and projecting not more than six feet from the building face immediately adjacent thereto. Such a wall shall enclose at least three sides of the projecting flat roof and return to a parapet wall or the building.

"Flag" means a visual display device without copy, made of flexible material, usually cloth, paper, or plastic.

"Flashing sign" means any sign which contains an intermittent or flashing light source or which includes the illusion of intermittent or flashing light by means of animation or an externally mounted intermittent light source.

"Freestanding sign" means a sign supported upon the ground and not attached to any building. This definition includes monument signs and ground signs.

"Identification sign" or "ID sign" means a sign whose copy is limited to the name and address of a building, business, office, establishment, person, or activity.

"Illumination" or "illuminated" means the method by which a sign is lighted to be readable at night. The following types of illumination are provided for in this chapter:

1. "Direct illumination" means the lighting of the sign face from behind so that the light shines through translucent sign copy or lighting via neon or other gases within translucent tubing incorporated onto or into the sign face.
2. "Indirect illumination" means the lighting of an opaque sign face from a light source mounted in front of the face, or the lighting of opaque sign copy (on an opaque sign face) via lights mounted into the copy and shining rearward onto the face to form a lighted "halo" around the copy (e.g., "reverse channel" letters).

"Improvement plan(s)" means on- and off-site construction drawings.

"Landscaping" means any material used as a decorative feature, such as shrubbery or planting materials within planter boxes or concrete bases, used in conjunction with a sign which expresses the theme of the sign and related structure but does not contain advertising copy.

"Lot" means a parcel of real property which is shown as a single lot in a lawfully recorded subdivision, approved pursuant to the provisions of the Subdivision Map Act; or, a parcel of real property, the dimensions and boundaries of which are defined as a single lot by a lawfully recorded record of survey map. See "site."

"Mansard roof sign" means any sign attached to or supported by a mansard roof. A "mansard roof" is a roof having two slopes, the lower steeper than the upper, and having a slope of sixty degrees or greater with the horizontal plane.

"Modification" or "modify" means the addition of structures or equipment to a previously approved installation. The term does not include replacement of existing equipment or structures, provided the replacement equipment or structure is substantially similar to the pre-existing equipment or structure, and creates no new impacts not addressed in connection with the previous approval. Solely repainting a sign in original colors is not a "modification."

"Monument sign" means a freestanding sign mounted on a low-profile solid base or a fence, or a freestanding wall, as distinguished from support by poles.

"Multi-building complex" means more than one structure on a parcel of land housing commercial uses in which there are appurtenant shared facilities (such as parking or pedestrian mall), and which is designed to provide an area in which the public can obtain varied products and services. Distinguishing characteristics of a multi-building complex may, but need not, include common ownership of the real property upon which the center is located, common-wall construction, and multiple-tenant commercial use of a single structure or structures in multiple buildings.

"Multi-tenant commercial building" means a commercial development in which there exist multiple separate commercial activities, in which there are appurtenant shared facilities (such as parking or pedestrian mall), and which is designed to provide a single area in which the public can obtain varied products and services. Distinguishing characteristics of a multi-tenant commercial building may, but need not, include common ownership of the real property upon which the center is located, common-wall construction and multiple-occupant commercial use of a single structure.

"Neon sign" means a sign which utilizes neon or other gases within translucent tubing in or on any part of the sign structure.

"Non-commercial sign" means any sign which is not a commercial sign. Examples include, but are not limited to, political signs and ideological signs.

"Off-premises sign" or "off-site sign" means a structure which bears a sign which is not appurtenant to the use of the property where the sign is located or a product sold or a service offered upon the property where the sign is located, and which does not identify the place of business where the sign is located as a purveyor of the merchandise or services advertised upon the sign. Some temporary signs are not defined as off-premises signs as used within this chapter.

"On-premises sign" or "on-site sign" means a sign referring to a person, establishment, merchandise, service, event, or entertainment which is located, sold, produced, manufactured, provided, or furnished on the premises where the sign is located.

"Parapet wall" means a wall extending above the roof plane of the building.

"Permanent sign" means any sign which is intended to be and is so constructed as to be a lasting and enduring condition, remaining unchanged in character, condition (beyond normal wear) and position and in a

permanent manner affixed to the ground, wall, or building. A sign may be a "permanent sign" even if the sign itself has changeable copy.

"Political sign" means a sign indicating the name and/or picture of an individual seeking election to a public office, or relating to a forthcoming public election, referendum, initiative, or to the advocating by persons, groups or parties of political views or policies.

"Portable commercial sign" means a commercial sign made of any material, which, by its design, is readily movable, whether or not equipped with wheels, casters or rollers or other similar design, which sign is not permanently affixed to the ground, structure or building, or a sign upon a vehicle or trailer used as a stationary advertising display, the primary purpose of which is to serve as a base or platform for the sign. This definition generally includes A-frame signs.

"Projecting sign" means any sign with two parallel faces no more than eighteen inches apart projecting twelve inches or more from the wall or eaves of a building. No guy wires, braces or secondary supports are visible.

"Private property" means any property other than public property.

"Roof sign" means any sign erected upon or above a roof or parapet wall of a building or placed above the apparent flat roof or eaves of a building.

"Semipermanent sign" means a non-illuminated sign intended to be erected or posted for a minimum of sixty-one days and a maximum of one year. Typical examples include a sign advertising the future construction of one or more buildings or a model home complex.

"Sign" means any medium for visual communication, including, but not limited to, words, symbols and/or illustrations, together with all parts, materials, frame, and background, which is used or intended to be used to attract attention to, identify or advertise an establishment, product, service, cause, activity or location, or to provide information or opinion, or to convey a message. "Sign" includes, but is not limited to, posters, reader boards, placards, fliers, handbills, paintings, murals, statues, wall designs, balloons, flags, and inflatable tube men.

"Sign face" means the exterior surface of a sign exclusive of structural supports, on which is placed the sign copy.

"Sign permit" means an entitlement from the city to place or erect a sign.

"Sign structure" means the structural supports, uprights and bracing for a sign.

"Site" means the area of the lot to be developed.

"Temporary sign" means any sign constructed of wood, paper, cloth, canvas, or other similar lightweight material, with or without frames, and all others including painted windows intended to be displayed for a limited period of time. A typical example of a temporary sign is a yard sale sign.

"Temporary window sign" means a sign printed on paper, cardboard, wood, or other temporary material, affixed to, or displayed flush against a window or located within a distance equal to the greatest dimension of the window (either width or height) and designed to be viewed from the outside of the building in which the window is located; it also includes paint applied directly to the window. A typical example is a paper poster that is taped to the inside of a store window.

"Under-canopy sign" means a sign suspended beneath a projecting canopy, walkway cover, awning, ceiling, or marquee.

"Wall sign" means a sign, which is attached to, erected on, painted on, or otherwise affixed to the exterior wall of a building or structure so that the face of the sign is approximately parallel to the building's exterior wall and exposed to the building's exterior side. Signs or advertising displays in or on windows are not wall signs.

"Window sign" means a graphic or opaque surface etched or permanently applied onto a window. A typical example is a thin plastic film applied to a window such that it almost appears to be part of the window itself.

(Ord. No. 923, § 2, 1-9-24)

17.26.040 Applicability/general rules.

A. Applicability. This chapter applies to all existing and proposed signs to be located within the city.

B. Types of Signs. There are three main types of signs: permanent, semipermanent, and temporary.

C. General Rule. No person shall erect, place, modify, or maintain any sign except as authorized by this chapter. To ensure compliance with this chapter, a sign permit shall be required for any sign, except as provided herein.

D. Other Permits Required. Even if a given sign is exempted from the sign permit requirements of this chapter, the sign is still subject to all other applicable requirements of this code, including, but not limited to, grading, plumbing, electrical, building, fire, encroachment, and similar safety requirements.

(Ord. No. 923, § 2, 1-9-24)

17.26.050 General policies.

The following policies, principles, rules, and regulations apply to all signs within the regulatory scope of this chapter, and to all provisions of this chapter, notwithstanding any more specific provisions to the contrary:

A. Message Neutrality. It is the city's policy to regulate signs in a viewpoint-neutral and/or content-neutral manner. The message of the sign shall not be reviewed except to the minimum extent necessary to identify the type of sign.

B. Administrative Interpretations. All administrative and quasi-adjudicative interpretations of this chapter are to be exercised in light of the city's message neutrality policy. Where a particular type of sign is proposed in a permit application, and the type is neither expressly allowed nor prohibited by this chapter, or whenever a sign does not qualify as a "structure" as defined in the building code, then the director and/or the city council, as applicable, shall approve, conditionally approve, or disapprove the application based on the most similar sign type that is expressly regulated by this chapter.

C. Message Substitution. Subject to the owner's consent, a non-commercial message of any type or content may be substituted for any allowed commercial message or any allowed non-commercial message, provided that the sign structure or mounting device is legal without consideration of message content. Such substitution of message may be made without any additional approval or permitting. This provision prevails over any more specific provision to the contrary within this chapter. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over non-commercial speech or favoring of any particular non-commercial message over any other non-commercial message. This provision does not create a right to increase the total amount of signage on a parcel or lot; it does not create a right of substitution of one commercial message in place of another; it does not create a right to display an off-site commercial message sign, and it does not affect the requirement that a sign structure or mounting device be properly permitted.

D. More Rigorous Standards Prevail. Where a matter of interpretation arises regarding the provisions of this chapter, the more specific definition or more rigorous standard shall prevail. Whenever the planning director determines that the application of any provision of this chapter is uncertain, the issue shall be referred to the city council for determination.

(Ord. No. 923, § 2, 1-9-24)

17.26.060 Signs prohibited in all zones.

Except as otherwise permitted by this chapter, the following signs are prohibited in all zones:

A. Any sign not in accordance with the provisions of this chapter;

B. Abandoned signs;

C. Advertising vehicles;

D. Signs affixed to vehicles parked on private property which collectively exceed two square feet, or two linear feet in any dimension;

E. Commercial flags;

F. Animated or flashing signs within twenty-five feet of or projecting into any public right-of-way;

G. Portable commercial signs;

H. Off-premises signs;

I. Signs which identify or advertise activities which are illegal under federal, state, or local laws in effect at the location of such signs or activities;

J. Building-mounted signs placed on or above the roof or above the eave line of any structure;

K. Signs which purport to be, are an imitation of, or resemble an official traffic sign or signal;

L. Signs which, by reason of their size, location, movement, content, coloring, or manner of illumination may be confused with or construed as a traffic-control sign, signal or device, or the light of an emergency vehicle, or which obstruct the visibility of any traffic or street sign or signal device;

M. Signs that create a potential safety hazard by obstructing a clear view between any combination of vehicles and/or pedestrians;

N. Balloon signs, inflatable animal or other figures, or other inflatable displays, whether tethered or not, except as otherwise permitted by a sign permit;

O. Neon signs, except those specifically approved as an activity's major identification sign;

P. Signs drawn or painted onto or otherwise affixed to trees or rocks unless specifically permitted in this chapter;

Q. Advertising statuaries;

R. Translucent or transparent signs on internally illuminated awnings so that they allow light to shine through the letters of the copy;

S. Any signs not specifically allowed in this chapter.

(Ord. No. 923, § 2, 1-9-24)

17.26.070 Exempt signs.

Notwithstanding Section 17.26.060 (Signs prohibited in all zones), the following signs are not subject to this chapter.

A. Unseen Signs. Signs which are designed and located such that they can be viewed exclusively from within a building or an enclosed outdoor area.

B. Official Notices. Official notices issued by any court or public body or officer and notices posted by any public officer in the performance of a public duty or by any person giving legal notice.

C. Public Safety Signs. Directional, warning, or informational signs required by or authorized by law or by a governmental authority, including signs necessary for the operation and safety of public utility uses.

D. City Signs. Signs installed, owned, controlled, or maintained by the city and signs displaying information to the public on behalf of the city.

E. Directional Pavement Markings. Markings on pavement which are solely directional.

(Ord. No. 923, § 2, 1-9-24)

17.26.080 No sign permit required.

Notwithstanding Section 17.26.040 (Applicability/general rules), the following signs do not require a sign permit. However, such signs must still comply with all other requirements of this chapter and all other legal requirements.

Neither their sign area nor the number of signs shall be included in the calculation of the aggregate sign area or number of signs permitted for any premises or use.

A. Signs in any Zone Except Residential. Newspaper stand identification. Maximum three square feet. No illumination.

B. Residential Zones.

1. One Permanent Sign. One permanent sign, or a collection of permanent signs which work together, which collectively do not exceed two square feet. Such sign(s) shall be affixed to the primary structure. A typical example is a sign showing the numerical street address.

2. Flags. One building-mounted non-commercial flag no larger than five feet in length or three feet in width.

3. Vehicular Directional Signs. Vehicular directional signs solely used to identify street entrances and exits. Such signs may be building-mounted or free standing. Each sign may not exceed three square feet. Each sign may be illuminated.

4. For Sale Signs. Consistent with California Civil Code section 713, one freestanding sign per street frontage installed in plain view of the public which advertises the following: (a) that the property is for sale, lease, or exchange by the owner or his or her agent; (b) directions to the property; (c) the owner's or agent's name; (d) the owner's or agent's address and telephone number. Each sign may not exceed eight square feet and may not exceed four feet in height. Such signs shall not be illuminated.

5. Temporary Non-Commercial Signs. The owner or occupant, or other party with the permission of the owner and/or occupant, may display temporarily signage displaying any non-commercial message subject to the following rules:

a. The height of an individual sign shall not exceed six feet.

b. The total square footage of signs displayed under this section shall not exceed eight square feet.

c. If temporary signs posted under this section pertain to a specific event, they shall be taken down within seven days after the event occurs.

d. The sign shall not be displayed for a period of more than ninety days.

6. Temporary Signs Displayed During One-Time Event. The owner or occupant of a residential parcel may also display an additional temporary sign containing any commercial or non-commercial message for up to seventy-two hours during the occurrence of a one-time event held at the property. In no event may the sign be displayed within twenty-four hours after the one-time event has concluded.

C. Commercial and Industrial Zones.

1. Temporary Window Signs. Temporary window signs fronting on a street, parking lot or common on-site area, not covering more than fifty percent of the area of the window(s) within which they are placed for a period not to exceed fourteen days not more than four times per calendar year, with a minimum of thirty days between each placement. If a temporary window sign is painted directly onto the window, then instead of fourteen days, the temporary window sign may be placed for a period not to exceed forty-five days. No more than three signs per elevation with windows may be installed at any one time.

2. One Building-Mounted Sign. One building mounted sign within thirty feet of the main entrance. Such sign shall not exceed four square feet, and shall not exceed three feet in any dimension, and shall not be installed at any location in excess of six feet from the ground. Such signs shall not be directly illuminated.

3. Up to Six Permanent Signs. Up to six additional signs per premises. Such signs collectively cannot exceed three square feet and must be either building-mounted or window-mounted. Such signs shall not be illuminated.

4. Up to Two Temporary Non-Commercial Signs. Up to two non-commercial temporary signs per property. The sign area for such signs may not exceed four square feet each. A typical example is a sign regarding an upcoming election.

5. One for Sale Sign. Consistent with California Civil Code section 713, one freestanding sign per street frontage to a maximum of one sign per parcel installed in plain view of the public which advertises the following: (a) that the property is for sale, lease, or exchange by the owner or his or her agent; (b) directions to the property; (c) the owner's or agent's name; (d) the owner's or agent's address and telephone number. Such sign may not exceed thirty-two square feet or have any side exceed eight feet. Such sign shall not be illuminated.

(Ord. No. 923, § 2, 1-9-24)

17.26.090 How area and height are measured.

A. How Sign Area is Measured. Sign area is measured as follows:

1. Basic Rule. Sign size or area is the entire area of the sign face, including nonstructural perimeter trim but excluding structures or uprights on which the sign is supported.

2. Window Signs. Temporary window sign area is the entire area of any sign placed on or inside a window and not painted directly on the glass. For signs applied directly on the glass (e.g., plastic film onto the glass), area measurements are the same as for wall signs.

3. Wall Signs. The area of signs composed of individual letters affixed to a building or freestanding wall is the area which encloses all copy, logos, and graphics with four, six, or eight perpendicular lines.

4. Double-Faced Signs. If a sign is double-faced with only one face visible from any ground position at one time, its sign area is the area of either face taken separately. Thus, if the maximum permitted sign area is twenty square feet, a double-faced sign may have an area of twenty square feet per face.

5. Three-Dimensional Signs. If a sign has three or more faces, its sign area is the sum of the areas of each individual face. Thus, if a sign has four faces and the maximum permitted sign area is twenty square feet, the maximum allowable area for each face is five square feet.

6. Separated-Panel Signs. The sign area of open or separated panel signs (i.e., those signs having empty spaces between copy panels) is the entire area encompassed by the sign face, including the empty spaces between panels.

B. How Sign Height is Measured. Sign height is measured as follows:

1. Building-Mounted Signs. The height of building-mounted signs is measured from the average finished grade directly beneath the sign.

2. Freestanding Signs. The height of a freestanding sign is measured from the top of the curb of the nearest street (or the edge of pavement of such street where there is no curb) to the highest point of the surface of the sign or any vertical projection thereof, including supporting columns and/or design elements. However, if the director reasonably determines that a freestanding sign is not oriented to any particular street or is too far from such a street to reasonably apply the foregoing standard, sign height is measured from the average finished grade at the base of the sign.

(Ord. No. 923, § 2, 1-9-24)

17.26.100 Sign regulations applicable in all zones.

A. Prohibited Sign Locations.

1. Setback from Street and Intersections. No freestanding sign may be within five feet of a street right-of-way nor within a corner cutoff area identified in Section 17.12.050 (Intersection Visibility).

2. No Off-Premises Signs. All signs shall be located on the same premises as the land use or activity identified by the sign, unless specifically permitted to be off premises in this chapter.

3. Distance from Utility Lines. No sign shall be closer to overhead utility lines than the distance prescribed by California law or by the rules duly promulgated by agencies of the state or by the applicable public utility.

4. Public Right-of-Way. No sign shall be located on or within or project over or across a public right-of-way, including public streets, sidewalks, parkways, medians, and rights-of-way, unless specifically permitted in this chapter and a sign permit has been obtained. Any sign located on, within, or over a public-right-of-way in violation of this section may be summarily removed by the city.

5. Public Safety. No sign shall obstruct the use of sidewalks, walkways and bike lanes and no sign shall obstruct free and clear vision of pedestrian and vehicular traffic.

6. On Public Property. Except as authorized by law, signs may not be placed on or attached to any public property including city landscaping, stop signs, traffic signals, poles in the right-of-way, or fixtures in public parks. Any sign located on public property in violation of this section may be summarily removed by the city.

7. On Utility Property. Except as authorized by law, signs may not be placed on or attached to any utility owned property, including any utility poles.

B. Illumination. Illumination from or upon any sign shall not be directed upward, or towards any motorist or pedestrian. In addition, illumination from or upon any sign shall be shaded or shielded, such that it does not create glare, undue brightness or otherwise constitute a safety hazard. "Undue brightness" is illumination in excess of that which is reasonably necessary to make the sign reasonably visible to the average person on an adjacent street.

C. Maintenance. Any sign displayed within the city, together with supports, braces, guys, anchors, and electrical components, shall be maintained in good physical condition, including the replacement of defective parts. Exposed surfaces shall be kept clean, in good repair and painted where paint is required.

D. Landscaping of Freestanding Signs. All permanent freestanding signs shall include, as part of their design, landscaping and/or landscaping about their base to prevent vehicles from hitting the sign, to improve the overall appearance of the installation, and to screen light fixtures and other appurtenances. Minimum landscape area at the base of freestanding signs shall be a minimum of twice the aggregate area of the freestanding sign or combination of signs. The property owner shall maintain all landscape areas in a healthy and viable condition.

E. Engineering. Sign poles and/or sign canisters shall be subject to engineering requirements. Prior to the reuse of an existing pole sign or sign canister, the structural integrity must be confirmed by a properly licensed California Engineer.

(Ord. No. 923, § 2, 1-9-24)

17.26.110 Permanent signs in multiple-family residential zones.

If a lot has a multiple-family dwelling structure on the lot, and the lot is zoned to allow multiple-family dwellings, the following permanent non-commercial signs are allowed with a sign permit. Each of the signs, if illuminated, may be only indirectly illuminated. No dimension of any such sign may exceed six feet. No portion of any such sign may be further than six feet from the ground. If the sign is attached to a wall, no portion of the sign may exceed the height of the wall.

A. One Building-Mounted or Freestanding Sign (e.g., Complex ID). Either one building-mounted or one freestanding sign. Up to two signs per entry are allowed (but only one per entry if the sign is double faced). The sign area for each sign may not exceed twenty-four square feet. A typical example is a sign which names the residential complex.

B. One Entrance Sign for Pedestrian Traffic (e.g., Directional). Either one building-mounted or one freestanding sign per entrance to the residential complex. Such sign must be within thirty feet of the entrance and must be oriented to pedestrian traffic. The sign area may not exceed nine square feet. A typical example is a sign which gives directions to unit numbers.

C. One Freestanding Vehicular Entrance Sign (e.g., Directional). One freestanding sign per vehicular entrance to the residential complex. Such sign must be within thirty feet of the entrance and oriented to vehicular traffic. The sign area may not exceed nine square feet. A typical example is a sign which gives directions to unit numbers.

D. One Permanent Sign (e.g., Rental Information). For lots containing fifteen or more dwelling units, one permanent sign per street frontage. Such sign area may not exceed six square feet. A typical example is a sign which provides rental information.

E. Three Additional Permanent Signs. Up to one free-standing and two building-mounted permanent signs which collectively do not have a sign area exceeding twenty-four square feet.

(Ord. No. 923, § 2, 1-9-24)

17.26.120 Permanent signs in agricultural, commercial, and industrial zones.

A. The following permanent signs are allowed in agricultural, commercial, and industrial zones, with a sign permit.

1. Freestanding Signs (e.g., Complex ID). One freestanding sign per street frontage. A typical example names the shopping center or complex. The maximum sign area is twenty-five hundredths square feet per linear foot of street frontage up to a maximum of ninety-six square feet. The sign height shall not exceed fifty feet, except that if the lot fronts on the Interstate-10 freeway, the maximum height is seventy-five feet. Illumination, if any, may be direct or indirect. Letters shall be a minimum of ten inches in height. Aggregate sign area may not be combined among street frontage.

2. Building-Mounted Signs for Tenants (e.g., Tenant ID). For each separate business on the lot, one permanent building-mounted sign which is mounted flush with the building. Maximum height is eight feet. The maximum sign area is one square foot per linear foot of tenant frontage. Illumination, if any, may be direct or indirect. For purposes of this subsection, "tenant frontage" means the width of tenant space, measured in linear feet, facing a parking lot, public street, or private street.

3. Building-Mounted Signs. Up to two building-mounted signs per building (maximum one per side of building). The maximum sign area is one square foot per linear foot of street frontage. Each sign shall be installed within two feet of the top of the face of a building, and if that is not possible, the place closest to the top of the face. Illumination, if any, may be direct or indirect.

4. Under-Canopy Signs. For each separate business on the lot, up to one under-canopy sign. Such sign is allowed only if the business fronts a parking lot or a street. The sign area shall not exceed three square feet. Sign illumination is prohibited.

5. Pedestrian Entrance Signs (e.g., Directional). Either one building-mounted or one freestanding sign per entrance to a multi-tenant commercial building or multi-building complex. Such sign must be within thirty feet of the entrance and be oriented to pedestrian traffic. The sign height may not exceed the height of the wall on which it is mounted or six feet if the sign is freestanding and the sign area may not exceed eighteen square feet. A typical example is a sign which gives directions to unit numbers. Illumination, if any, may be direct or indirect.

6. Window Signs. One window sign per window. Must be permanently applied or affixed to the inside of the glass.

B. Maximum Number of Signs. The maximum number of signs permitted is four per business, with no more than two signs per building side.

C. Aggregate Sign Area. Maximum permissible aggregate sign area shall be based on lot size, as follows:

1. If the lot size is up to six thousand square feet, the aggregate sign area shall not exceed fifty square feet.

2. If the lot size is between six thousand one and twelve thousand square feet, the aggregate sign area shall not exceed one hundred square feet.

3. If the lot size is between twelve thousand one and twenty-four thousand square feet, the aggregate sign area shall not exceed one hundred fifty square feet.

4. If the lot size is between twenty-four thousand one and thirty-six thousand square feet, the aggregate sign area shall not exceed two hundred square feet.

5. If the lot size is thirty-six thousand one square feet or greater in size, the aggregate sign area shall not exceed two hundred fifty square feet.

(Ord. No. 923, § 2, 1-9-24)

17.26.130 Signs in downtown area.

The following additional requirements apply in the downtown area.

A. Design Guidelines. Signs within the downtown area shall meet the requirements set forth in this chapter and the downtown design guidelines adopted by the city.

B. Prohibited Signs. Rotating, revolving, or moving signs are prohibited in the downtown area.

(Ord. No. 923, § 2, 1-9-24)

17.26.140 Billboards along interstate-10 freeway.

A. Billboards Allowed with Caltrans and Sign Permit. Billboards are allowed adjacent to the Interstate-10 freeway in the locations specified by this section with a sign permit, provided that the California Department of Transportation has first issued a permit pursuant to the Outdoor Advertising Act. All billboards shall comply with all requirements of the Outdoor Advertising Act and regulations.

B. Location Restrictions. Billboards may only be placed in the commercial and industrial zones. Billboards are prohibited in the area extending from Lovekin Boulevard to Intake Boulevard, between Chanslor Way and 14th Avenue.

(Ord. No. 923, § 2, 1-9-24)

17.26.150 Specific uses.

A. Religious Assembly, Institutional Uses, Theaters, Cinemas, and Cabarets. Notwithstanding any other provisions of this code to the contrary, if a religious assembly, institutional use, theater, cinema, or cabaret is allowed in the zone, then, at minimum, the following signs are allowed for such uses with a sign permit. To the extent that a zone may allow additional signage, then such additional signage is also allowed. Sign illumination, if any, may be direct or indirect.

1. One Freestanding Sign. One freestanding sign not to exceed the allowable height for such signs in the zone in which it is located.

2. Two Building-Mounted Signs. Up to two building-mounted signs which do not exceed the allowed height and size for such signs in the zone in which it is located. One of the allowed signs may include an attraction board.

3. Additional Building-Mounted Signs. One building-mounted sign per screen or stage. Maximum sign area is eight square feet per sign. Illumination, if any, must be indirect.

B. Gas Stations. The signs referenced in subsections A and C of section 17.50.080 ("Signs") of Chapter 17.50 (Automobile Service Stations) require a sign permit, but the posterboard signs authorized in subsection B do not require a sign permit. No sign permit will be issued in violation of Chapter 17.50.

(Ord. No. 923, § 2, 1-9-24)

17.26.160 Art murals on private property.

A. Purposes.

1. These regulations relating to original art murals further the following purposes:

a. Encouraging artistic expression;

b. Fostering a sense of pride;

c. Preventing vandalism at mural sites through the installation of murals that vandals are reluctant to disturb; and

d. Preserving existing murals that are a valued part of the history of the city of Blythe.

2. The city wishes to encourage the installation of murals and, at the same time, prevent the proliferation of off-site commercial signs. Therefore, the city's mural regulations exclude commercial advertising on murals to prevent the installation of the equivalent of an off-site commercial sign on a mural. This restriction on commercial advertising is intended to work in tandem with the limitations of off-site commercial signs to designated areas in the city. Both the limitation on zones and the exclusion of commercial advertising on murals are supported by the United States Supreme Court's ruling in Metromedia, Inc. v. City of San Diego, 453 U.S. 490 (1981). In Metromedia, the Supreme Court ruled that cities may ban off-site commercial signs. The Supreme Court also ruled that cities can carve out exemptions to such a ban for non-commercial signs and on-site commercial signs.

3. These mural regulations also promote public safety and welfare by regulating such displays in keeping with the following objectives:

a. That the design, construction, installation, repair, and maintenance of such displays will not interfere with traffic safety or otherwise endanger public safety.

b. That the regulations will provide reasonable protection to the visual environment by controlling the size, height, spacing, and location of such displays.

c. That the public will enjoy the aesthetic benefits of being able to view such displays in numbers and sizes that are reasonably and appropriately regulated without having to endure visual blight and traffic safety impacts that would be caused by such displays that are not reasonably and appropriately regulated.

d. That consideration will be given to equalizing the opportunity for messages to be displayed.

e. That adequacy of message opportunity will be available to sign users without dominating the visual appearance of the area.

f. That the regulations will conform to judicial decisions, thereby limiting further costly litigation and facilitating enforcement of these regulations.

B. Permit Required. It shall be unlawful for any person, firm, or corporation to authorize, erect, construct, maintain, move, alter, change, place, suspend, or attach any art mural within the city without first obtaining an art mural permit.

C. Application and Review Procedures.

1. Authority to Adopt Administrative Rules. The city manager is authorized to adopt art mural administrative rules implementing this section. The city manager is further authorized to specify art mural permit application requirements and art mural review procedures consistent with the requirements of this section.

2. Application Requirements. An application for an art mural permit shall be submitted to the development services department to be assessed for compliance with the requirements of this section. An application for an art mural permit shall be submitted with applicable application fees, as established by resolution of the city council. The planning director shall have the authority to determine whether or not an application for an art mural permit meets all of the applicable permit application requirements.

3. Planning and Art in Public Places Committee Review. Upon a determination by the planning director that an application for an art mural permit is complete and meets all applicable art mural requirements under this section, then the art mural permit application shall be forwarded to the art in public places

committee for review and recommendations. The art in public places committee shall recommend that the city council approve any art mural satisfying the requirements of this section.

4. City Council Review. The city council shall have final approval authority on an art mural permit application.

D. Mural Regulations. Art murals shall meet the requirements of this section. An art mural satisfying these requirements and complying with applicable city permit application and review procedures will be issued an art mural permit following review by the city council.

1. No part of a mural shall exceed the height of the structure to which it is tiled, painted, or affixed.
2. No part of a mural shall extend more than six inches from the plane of the wall upon which it is tiled, painted, or affixed.
3. No part of a mural shall exceed a height of twenty-five feet above grade.
4. No mural may depict obscene or defamatory content.
5. No mural may contain commercial messages. This prohibition includes, but is not limited to, advertising for goods or services, corporate logos, sponsorship logos, the name and/or logo of a recognizable entity, copyright, or trademark information related to a business or commercial enterprise of any kind.
6. No mural may consist of, or contain, electrical or mechanical components, or changing images, which are defined as moving structural elements, flashing or sequential lights, lighting elements, or other automated methods that result in movement, the appearance of movement, or change of mural image or message, not including static illumination turned off and back on not more than once every twenty-four hours.
7. No mural, except for murals consisting completely of paint, shall be placed over the exterior surface of any building opening, including, but not limited to, windows, doors, and vents. Notwithstanding the foregoing, a mural consisting of paint or any other material permitted under this section may be placed on roll down security doors on a commercial or industrial building.
8. No mural shall be placed on residential building containing fewer than five residential dwelling units.
9. No mural shall be placed on a lot located other than in the agriculture, medium-density residential, high-density residential, public/quasi-public, commercial, and industrial zones.
10. If illuminated, lighting shall be so arranged as to reflect away from adjoining property or any public way and so as not to cause a nuisance either to street or highway traffic or to the living environment.
11. Digitally printed image murals shall receive approval from the building department.
12. Any murals not authorized by this section are prohibited.

E. Maintenance. Murals shall be maintained through repair, paint, or any necessary treatment so as to prevent decay. Defective or insufficient weather protection for exterior treatments and facades, including faded paint or materials and graffiti, shall be promptly addressed, and repaired or stabilized to prevent further deterioration.

F. Grandfathering of Art Murals. Any art mural installed prior to the effective date of this section shall have legal nonconforming status and shall not be required to obtain an art mural permit under this section but shall be maintained as required by this section.

(Ord. No. 923, § 2, 1-9-24)

17.26.170 Semipermanent signs.

A. Maximum Time Periods. No semipermanent sign shall be posted for more than one year. In addition, all semipermanent signs shall be removed within ten days after the occurrence of the event, if any, which is the subject of the semipermanent sign. For example, a semipermanent sign advertising the future construction of a facility on the lot or site shall be removed within ten days after the facility has received a certificate of occupancy, and a model home complex identification sign shall be removed within ten days after the model homes are completed and sold. The date of posting and permit number shall be permanently and legibly marked on the lower right-hand corner of the face of the sign.

B. Maximum Sign Area. Semipermanent signs may not exceed thirty-two square feet in area with no dimension exceeding eight feet. The aggregate area of all semipermanent signs on a lot shall not exceed sixty-four square feet.

C. Maximum Height. Freestanding semipermanent signs shall not exceed eight feet in height. Semipermanent signs which are posted, attached, or affixed to multiple-floor buildings shall not be placed higher than the finished floor line of the second floor of such buildings and such signs posted, attached, or affixed to single-floor buildings shall not be higher than the eave line or top of wall of the building.

D. Maximum Number. In no case shall the number of semipermanent signs on any lot or site exceed ten.

E. Placement Restrictions. Semipermanent signs may not be posted in violation of any provision of this chapter or this code.

F. Temporary Commercial Signs Prohibited. Temporary commercial signs may not be posted on sites approved for semipermanent signs unless specifically authorized by the semipermanent sign permit.

G. Time Extensions. Prior to the expiration of the permit, the permittee may apply for a time extension of up to one year. The planning director shall approve the application for an extension of time upon determining that the semipermanent sign is otherwise in compliance with the requirements of this section and that the time extension is necessary to accomplish the purposes for which the semipermanent sign has been posted.

H. Maintenance Semipermanent Signs. All semipermanent signs shall be maintained in a state of security, safety, and good repair.

(Ord. No. 923, § 2, 1-9-24)

17.26.180 Temporary signs.

All temporary signs must comply with the provisions of this chapter, including the standards set forth in this section.

A. Sign Permit Required. Except as set forth in this chapter, a sign permit is required for any temporary sign.

B. Maximum Time Periods. Except as set forth in this section, no temporary sign shall be posted for more than sixty consecutive days nor shall such temporary sign or sign displaying similar messages regarding the same event, if any, which is the subject of such temporary sign be re-posted upon the same site, or any site which is visible from the original site, within ninety days of the removal of the original temporary sign.

C. Maximum Sign Area. Temporary signs placed on private commercial and industrial property may not exceed thirty-two square feet in area with no dimension exceeding eight feet. The aggregate area of all temporary signs maintained on any lot may not exceed thirty-two square feet.

D. Maximum Height. Temporary signs which are posted, attached or affixed to private multiple-floor buildings shall not be placed higher than eight feet or the finished floor line of the second floor of such buildings, whichever is less, and temporary signs which are posted, attached or affixed to private single-floor buildings shall not be higher than the eave line or top of wall of the building. All heights shall be measured to the highest point of the surface of the sign.

E. Maximum Number. In no case shall the total number of temporary signs for any permit exceed fifty.

F. Placement Restrictions. Temporary signs shall be placed no less than two hundred feet apart from identical or substantially similar temporary signs and shall not be visible simultaneously with the boundaries of the city.

G. Maintenance of Temporary Signs. All temporary signs shall be maintained in a state of security, safety, and good repair.

H. Banners. A banner is allowed upon temporary sign permit approval on each building street frontage within six months of the business opening. The banner shall consist of lightweight fabric or similar material attached to the building wall below the eave line for a period not to exceed sixty days. The banner shall not be illuminated and its size shall not exceed thirty-two square feet. Under no circumstances shall banners be utilized as permanent business signage.

(Ord. No. 923, § 2, 1-9-24)

17.26.190 Portable signs.

One A-frame sign is allowed per business in commercial zones upon portable sign permit approval, subject to the following requirements:

A. Maximum Sign Area and Height. A-frame signs shall not exceed three feet in width or four feet in height.

B. Location Restrictions. A-frames must be placed directly adjacent to the individual business to which the portable sign permit is issued. A-frame signs shall not be placed within five feet of any public street or within five feet of the corner cutoff area identified in Section 17.12.050 (Intersection visibility).

C. Clearance. There must be a minimum six-foot clearance path of travel between the edge of any A-frame sign and any obstruction in the sidewalk such as street signs, light poles, fire hydrants and news racks.

D. Daily Placement and Removal. A-frame signs may only be placed in the public right-of-way when the establishment is actually open to the public for business. A-frame signs shall be removed from the sidewalk at the end of every business day.

E. Indemnification. A permittee for a portable sign permit for an A-frame sign shall be required to indemnify, defend, with attorneys of the city's choosing, and hold harmless the city, its city council, officers, and employees from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, liabilities, costs, and expenses, including without limitation, attorneys' fees and court costs, of every kind and nature whatsoever which may arise in connection with the permittee's sign.

(Ord. No. 923, § 2, 1-9-24)

17.26.200 Sign permit review procedures.

A. Permanent Signs—Sign Permit.

1. Applicability. A permanent sign permit is required for all permanent signs prior to erection or placement, unless otherwise exempted by this chapter.

2. Approval Authority. The designated approving authority for sign permits is the director.

3. Approval Determination. A sign permit shall be granted when the director determines the proposal to be in conformance with all applicable provisions of this chapter and with all other applicable laws, rules, and regulations.

B. Semipermanent—Sign Permit.

1. Applicability. A semipermanent sign permit is required for all semipermanent signs prior to erection or placement, unless otherwise exempted by this chapter.

2. Approval Authority. The designated approval authority for all semipermanent signs shall be the director.

3. Approval Determination. A semipermanent sign permit shall be granted if the director determines the proposal complies with this chapter and all other applicable laws, rules, and regulations.

C. Temporary Sign—Sign Permit.

1. Applicability. A temporary sign permit is required for all temporary signs prior to erection or placement, unless otherwise exempted by this chapter.

2. Approval Authority. The designated approval authority for all temporary signs shall be the director.

3. Approval Determination. A temporary sign permit shall be granted if the director determines the proposal complies with this chapter and all other applicable laws, rules, and regulations.

D. Portable Sign—Sign Permit.

1. Applicability. A portable sign permit is required for all portable signs prior to erection or placement, unless otherwise exempted by this chapter.

2. Approval Authority. The designated approval authority for all portable signs shall be the director.

3. Approval Determination. A portable sign permit shall be granted if the director determines the proposal complies with this chapter and all other applicable laws, rules, and regulations.

E. Submission Materials. The following shall be submitted by the applicant to the development services department at the time of permit application unless otherwise modified by the director:

1. Application. Completed sign application obtained from the city;

2. Fees. Appropriate fees as established by city council resolution;

3. Consent. Written authorization from the property owner, or lessor, or authorized agent of the building or premises upon which the sign is to be erected;

4. Semipermanent, Temporary, and Portable Signs—Statement of Responsibility. Each application for a semipermanent, temporary, or portable sign permit shall include a statement of responsibility certifying a natural person who will be responsible for removing each sign for which a permit is issued by the date removal is required, and who will reimburse the city for any costs incurred by the city in removing each such sign which violates the provisions of this chapter;

5. Plans. Sign plans with number of copies and exhibits as required in the application. Such plans must include the following information:

a. Sign Elevation. Sign elevation drawing indicating overall and letter/figure/design dimensions, colors, materials, proposed copy, and illumination method.

b. Location Depiction. Site plan indicating the location of all main and accessory signs existing or proposed for the site with dimensions, color, material, copy and method of illumination indicated for each, and

c. Building Elevations. Building elevations with signs depicted (for building-mounted signs).

F. Sign Application Procedures.

1. Application. An application for a permanent sign permit, semipermanent sign permit, temporary sign permit, or portable sign permit shall be made on the form(s) prescribed by the development services department.

2. Review and Approval. The planning director or other authorized staff member shall review standard sign applications and shall either approve, approve with modification(s), or deny the application. The application for a sign permit shall be approved if the proposed sign is consistent with the requirements of this chapter.

G. Planned Sign Programs.

1. Planned Sign Program. Planned sign program review per the provisions of this subsection is required for submissions which:

a. Include three or more permanent signs,

b. Are in conjunction with review of a site development project by the planning director, or

c. Include a request for a sign adjustment to a sign previously approved under a planned sign program.

2. Determination. The planning director shall either approve, approve with modifications, or deny planned sign program applications.

3. Conditions. The planning director, upon completion of his or her review, may attach appropriate conditions to any sign program approval. To approve a planned sign program, the planning director must determine that:

a. The sign program is consistent with the purpose and intent of this chapter; and

b. The sign program is in harmony with and visually related to:

i. All signs within the planned sign program, via the incorporation of several common design elements such as materials, letter style, colors, illumination, sign type or sign shape.

ii. The Buildings they Identify. This may be accomplished by utilizing materials, colors, or design motif included in the building being identified.

iii. Surrounding Development. Implementation of the planned sign program will not adversely affect surrounding land uses or obscure adjacent conforming signs.

4. Modifications to Sign Program. Modification of signs within a previously approved sign program shall be reviewed and approved by the planning director under the same procedures as review of a new planned sign program.

H. Sign Adjustments. Adjustments to planned sign programs to permit additional sign area, additional numbers of signs, an alternative sign location, an alternative type of signage, new illumination or additional height may be granted by the planning director if such adjustments are consistent with this chapter. Applications for sign adjustments shall be submitted in writing to the planning director. The planning director may approve a sign adjustment if the planning director determines the adjustment is necessary based on one or more of the following reasons:

1. Additional Area.

   a. To overcome a disadvantage as a result of an exceptional setback between the street and the sign or orientation of the sign location;

   b. To achieve an effect which is essentially architectural, sculptural, or graphic art;

   c. To permit more sign area in a single sign than is allowed, where a more orderly and concise pattern of signing will result;

   d. To allow a sign to be in proper scale with its building or use;

   e. To allow a sign compatible with other conforming signs in the vicinity;

   f. To establish the allowable amount and location of signing when no street frontage exists or when, due to an unusual lot shape (e.g., flag lot), the street frontage is excessively narrow in proportion to the average width of the lot.

2. Additional Number. To compensate for inadequate visibility, or to facilitate good design balance.

3. Alternative Locations.

   a. To transfer area from one wall to another wall or to a freestanding sign upon determining that such alternative location is necessary to overcome a disadvantage caused by an unfavorable orientation of the front wall to the street or parking lot or an exceptional setback;

   b. To permit the placement of a sign on an access easement to a lot not having street frontage, at a point where viewable from the adjoining public street. In addition to any other requirements, the applicant shall submit evidence of the legal right to establish and maintain a sign within the access easement;

   c. Additionally, alternative on-site locations may be granted in order to further the intent and purposes of this chapter or where normal placement would conflict with the architectural design of a structure.

4. Alternative Type of Sign. To facilitate compatibility with the architecture of structure(s) on the site and improve the overall appearance on the site.

5. Additional Height. To permit additional height to overcome a visibility disadvantage.

I. Disposition of Plans.

1. When revisions to sign plans are required as a condition of approval, the applicant shall submit the required number of copies of the revised plans to the development services department to be stamped "Approved." The department will retain copies and a set will be returned to the applicant.

2. After approval is granted, it shall be the responsibility of the applicant to submit all required applications, plans, bonds, and fees to the building department for issuance of the building permit.

J. Sign Permit Expiration and Time Extensions.

1. Approval of a sign permit application or planned program application shall expire one year from its effective date unless the sign has been erected or a different expiration date is stipulated at the time of approval. Prior to the expiration of the approval, the applicant may apply to the director for an extension of up to one year from the date of expiration. The director may make minor modifications or may deny further extensions of the approved sign or signs at the time of extension if the director determines that there has been a substantial change in circumstances.

2. The expiration date of the sign approval(s) shall automatically be extended to concur with the expiration date of building permits or other permits relating to the installation of the sign.

3. A sign approval shall expire and become void if the circumstances or facts upon which the approval was granted changes through some subsequent action by the owner or lessees such that the sign would not be permitted per this chapter under the new circumstances.

(Ord. No. 923, § 2, 1-9-24)

17.26.210 Nonconforming signs.

A. Every legal sign in existence on the effective date of the ordinance codified in this chapter which does not conform to the provisions of this chapter, but which was in conformance with city sign regulations in effect prior to said effective date, shall be deemed a nonconforming sign and may be continued and maintained provided:

1. The sign is properly maintained and does not in any way endanger the public; and
2. The sign was covered by a valid permit or variance or complied with all applicable laws on the date of adoption of the ordinance codified in this chapter; or
3. If the existing business(es) closes after adoption of the ordinance codified in this chapter, the new occupant or business will be required to comply with the requirements of this chapter.

B. No nonconforming sign shall be changed to another nonconforming sign, changed in any manner that increases the sign's noncompliance with the provisions of this chapter, nor expanded or structurally altered so as to extend its useful life. This restriction does not preclude change of sign copy or normal maintenance.

C. Any nonconforming sign which is damaged or destroyed beyond fifty percent of its value shall be removed or brought into conformity with the provisions of this chapter. The determination whether a sign is damaged or destroyed beyond fifty percent of value shall rest with the planning director and shall be based upon the actual cost of replacing said sign.

D. The burden of establishing a sign as legally nonconforming under this section rests upon the person or persons, firm or corporation claiming legal status for a sign.

(Ord. No. 923, § 2, 1-9-24)

17.26.220 Enforcement, sign removal and abatement.

A. Enforcement Responsibility. The director shall enforce the provisions of this chapter.

B. Illegal Signs. Any sign which does not have a required permit, which remains posted beyond the time limits set forth in this chapter or the applicable sign permit, which is a danger to the public, or which otherwise violates applicable provisions of this chapter is illegal. If the director determines a sign to be illegal, the director may order the property owner and/or sign owner to remove the sign or may require other actions to ensure compliance with this chapter.

C. Abatement of Illegal and Abandoned Signs. Any illegal or abandoned sign is hereby declared to be a public nuisance, which may be abated in accordance with the nuisance abatement procedures set forth in Chapter 8.28 (Abatement of Public Nuisances) of this code or any other remedy available at law or in equity, including the alternative remedies set forth in Chapter 8.28 of this code.

D. Violations. Any person who violates the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction shall be punishable as provided in Chapter 1.24 of this code.

E. No City Liability. Neither the city nor any of its agents shall be liable for any damage to a sign which is removed under this section.

F. Confiscated Signs. If the city confiscates any signs for violation of this chapter, the city shall keep such signs in its possession to the extent required by California Civil Code section 2080 et seq. If the city still has such sign in its possession, the owner of such sign(s) may obtain such signs from the city after paying the city for its reasonable costs to impound such sign(s), which amount may be set by resolution of the city council.

(Ord. No. 923, § 2, 1-9-24)

17.26.230 Appeals.

Any decision of the planning director made pursuant to this chapter may be appealed to the city council. The appeal shall be conducted in accordance with the following requirements:

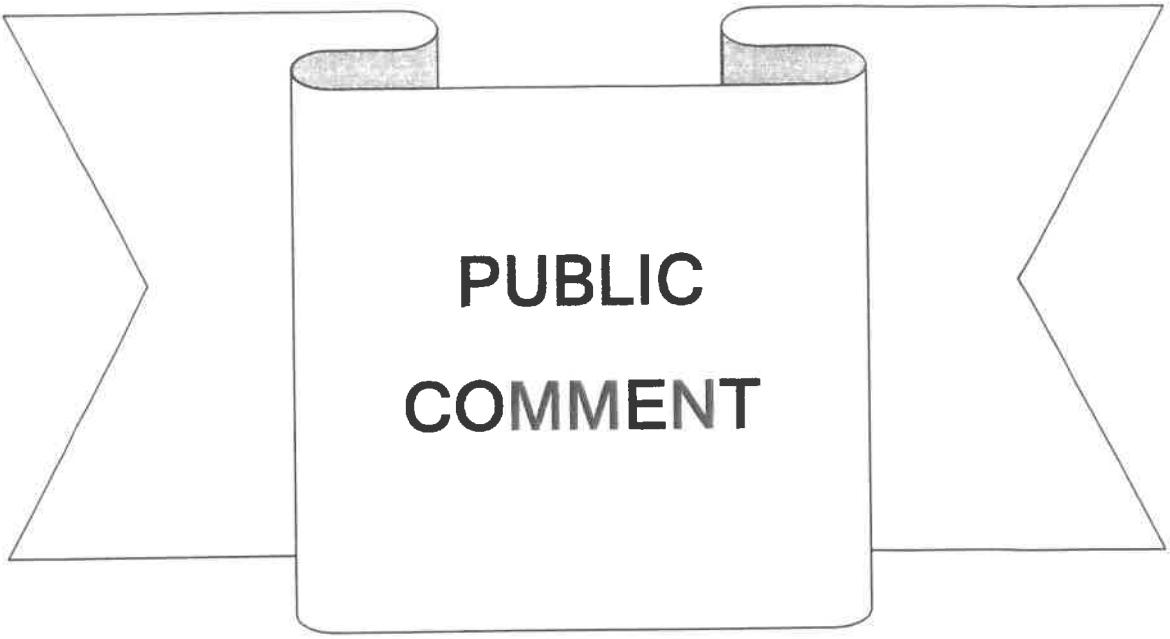
A. Written Request. Within ten calendar days after the date of a decision of the planning director, an aggrieved party may appeal such action by filing a written appeal with the city clerk setting forth the reasons why the decision was not proper.

B. Appeal Fee. At the time of filing, the appellant shall pay the designated appeal fee, as established by resolution of the city council.

C. Appeal Hearing. Upon receipt of the written appeal, the city clerk shall set the matter for a hearing before the city council. The city council shall hear the matter de novo and shall conduct the hearing pursuant to the procedures set forth by the city. The appeal shall be held within a reasonable time after the filing of the appeal at the discretion of the city manager. At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing. At the conclusion of the hearing, the city council may affirm, reverse, remand or modify the decision appealed. The decision of the city council shall be final and judicial review thereof shall be subject to the provisions of Sections 1094.5 and 1094.6 of the California Code of Civil Procedure.

(Ord. No. 923, § 2, 1-9-24)


REPORTS


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COMMENT


ADJOURN