



**REGULAR MEETING OF THE
CANYON LAKE CITY COUNCIL
Wednesday, September 7, 2016
Closed Session – 6:00 p.m.
Open Session – 6:30 p.m.**

**City Council Chambers
31516 Railroad Canyon Road
Canyon Lake, CA 92587**

Please turn off your cell phones during the meeting

CLOSED SESSION – 6:00 P.M.

- 1. Call to Order**
- 2. Roll Call:** Council Members Ehrenkranz, Warren, Zaitz, Mayor Pro Tem Haggerty, Mayor Brown
- 3. Public Comments** – Any person wishing to address the City Council on any matter within the jurisdiction of the City, whether or not it appears on this agenda, is asked to complete a "Speaker Request Form" available on the back counter. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council. The City Council has adopted a time limitation of three (3) minutes per person. If you are commenting on the agenda item, your comments will be heard at the time that particular item is scheduled on the agenda. *Please note that if you are addressing the City Council on items NOT on the agenda, the Brown Act does not allow discussion of such items. Therefore, the City Council may only do the following: refer the matter to staff, ask for additional information or request a report back, or give a very limited factual response.*
- 4. Closed Session**
 - a.** Pursuant to Government Code Section 54956.9
Conference with Legal Counsel – Existing Litigation
Case No. SWS1601308, Marina vs City of Canyon Lake
 - b.** Pursuant to Government Code Section 54956.9 d. (2)
Conference with Legal Counsel - Anticipated Litigation, Significant Exposure to Litigation (one potential case)
 - c.** Return/Report from Closed Session

OPEN SESSION – 6:30 P.M.

Canyon Lake City Council
Agenda – September 7, 2016

1. Call Open Session to Order

2. Invocation

Flag Salute

3. Roll Call: Council Members Ehrenkranz, Warren, Zaitz, Mayor Pro Tem Haggerty, Mayor Brown

4. Approval of City Council Agenda

5. Special Presentations and Proclamations:

5.1 Proclamations for Canyon Lake Royal Court

5.2 Presentation by Mark Norton, with Lake Elsinore San Jacinto Watershed Authority, regarding the Fall 2016 Alum Treatment

6. Public Comments – Any person wishing to address the City Council on any matter within the jurisdiction of the City, whether or not it appears on this agenda, is asked to complete a “Speaker Request Form” available on the back counter. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council. The City Council has adopted a time limitation of three (3) minutes per person. If you are commenting on the agenda item, your comments will be heard at the time that particular item is scheduled on the agenda. *Please note that if you are addressing the City Council on items NOT on the agenda, the Brown Act does not allow discussion of such items. Therefore, the City Council may only do the following: refer the matter to staff, ask for additional information or request a report back, or give a very limited factual response.*

7. Consent Calendar:

All items listed on the Consent Calendar are considered to be routine matters, status reports or documents covering previous City Council action. The items listed on the Consent Calendar may be enacted in one motion. With the concurrence of the City Council, a Council Member may request that an item be removed for further discussion. Staff recommends approval of all items.

7.1 Waiver of Reading in Full of all Ordinances by Title Only

7.2 City Council Meeting Minutes Page 5

7.2.1 August 3, 2016 – Regular Meeting

7.3 Adoption of Resolution No. 2016-28, Approving Claims and Demands of the City Page 15

7.4 Adoption of Resolution No. 2016-29, Setting Standing Committee Meeting Day and Times Page 33

7.5 Adoption of Resolution No. 2016-30, amending the Conflict of Interest Code of the City of Canyon Lake and repealing Resolution No. 2012-32 Page 39

8. Pulled Consent Calendar Items

9. Schedule of Future Events:

- 9.1 Administration and Finance Committee Meeting
Tuesday, October 4, 2016 at 8:00 a.m., City Council Chambers
- 9.2 Public Safety Committee Meeting
Wednesday, September 28, 2016 at 6:00 p.m., City Council Chambers
- 9.3 Canyon Lake City Council Meeting
Wednesday, October 12, 2016 at 6:30 p.m., City Council Chambers
- 9.4 Water Committee Meeting
Thursday, October 20, 2016 at 9:00 a.m., EVMWD
- 9.5 Planning Committee Meeting
Meeting Date To Be Determined
- 9.6 Economic Development and Healthy Communities Meeting
Meeting Date To Be Determined
- 9.7 Veterans Committee Meeting
Meeting Date To Be Determined

10. Business Items

- 10.1 Proposed increase to Veterans Day budget **Page 45**
- 10.2 Extension of contract – Landscape Maintenance Services for the City of Canyon Lake **Page 47**
- 10.3 Approval of new design and vendor for the City's Entryway Monument Project **Page 115**
- 10.4 Verbal Report - Continuation from Charles Abbott regarding Trusted Contractors for non-inspection of General Installations/Building Permits

11. City Manager Comments

12. Committee and Council Reports/Comments

- 12.1 Council Member Ehrenkranz
- 12.2 Council Member Warren
- 12.3 Council Member Zaitz
- 12.4 Mayor Pro Tem Haggerty
- 12.5 Mayor Brown

13. Announcements

The next regular City Council meeting on October 5, 2016 will be cancelled. There will be a **Special Council Meeting October 12, 2016 at 5:30 p.m. for Closed Session and 6:30 p.m. for Open Session.**

14. Adjournment

VISION STATEMENT

The vision of the City of Canyon Lake is to be a City that provides a quality of life that makes Canyon Lake the premier place to live in Southern California.

ATTENTION RESIDENTS:

Supporting documents, including staff reports, are available for review at City Hall in the City Clerk's Office or on the City's website at www.cityofcanyonlake.org once the agenda has been publicly posted. Any written materials relating to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting. It is the intention of the City of Canyon Lake to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or participant at this meeting, you will need special assistance beyond what is normally provided, the City of Canyon Lake will attempt to accommodate you in every reasonable manner. Please contact Ariel M. Hall, City Clerk, at least 48 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

September 7, 2016 City Council Meeting

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } SS. AFFIDAVIT OF POSTING
CITY OF CANYON LAKE }

I, Stephanie N. Hunter, being duly sworn, depose and say that I am the duly appointed and qualified Office Specialist of the City of Canyon Lake and that on September 1, 2016 before the hour of 5:00 p.m., I caused the above notice to be posted as required by Resolution 2015-36 of the City Council of the City of Canyon Lake.

Stephanie N. Hunter
Office Specialist

**MINUTES
MEETING OF THE
CANYON LAKE CITY COUNCIL
Wednesday, August 3, 2016
Open Session - 6:30 p.m.**

**City Council Chambers
31516 Railroad Canyon Road
Canyon Lake, CA 92587**

1. Call Open Session to Order

Mayor Brown called the meeting to order at 6:35 p.m.

2. Invocation

The Invocation was led by resident Mayor Pro Tem Dawn Haggerty.

Flag Salute

Flag Salute was led by City Attorney, Elizabeth Martyn.

3. Roll Call

Present: Council Members Warren, Zaitz, Mayor Pro Tem Haggerty and Mayor Brown
Absent: Council Member Ehrenkranz

4. Approval of the City Council Agenda

Mayor Brown made a motion to add an emergency item to the agenda as Business Item 10.4.

There was discussion of the importance of the Assembly Bill 1217 and the reason it had been brought to the Council at the last minute.

Moved by Zaitz, seconded by Haggerty, to add Item 10.4 to the agenda

Motion carried 4-0-1 with Council Members Warren, Zaitz, Mayor Pro Tem Haggerty and Mayor Brown voting aye, and Council Member Ehrenkranz absent.

Moved by Warren, seconded by Zaitz, to approve the City Council Agenda as presented with addition of Item 10.4.

Motion carried 4-0-1 with Council Members Warren, Zaitz, Mayor Pro Tem Haggerty and Mayor Brown voting aye, and Council Member Ehrenkranz absent.

5. Special Presentations and Proclamations:

5.1 Chamber of Commerce Announcements

Jim Randall, Chamber of Commerce President, spoke on the different events coming up in the near future. Wednesday, August 10, 2016, would be the Chamber of Commerce Luncheon with speaker Byron Wells. October Fest would be Tuesday, October 15, 2016, from 5 p.m. to 9 p.m. The Parade of Frights would be Saturday, October 29, 2016, from 9 a.m. to 12:30 p.m. There was also discussion on putting a directory together with an aerial shot for outside cities.

6. Public Comment

Nancy Horton, EVMWD Board Member, spoke on the Canyon Lake Water Treatment Plant renovations and that it would be back up and running, treating the water. The water level would drop quicker than before when the Treatment Plant started running. The water clarity and quality were high. The Alum Treatments would continue once a year.

There was discussion on how and when residents should and shouldn't use water.

There was discussion on the closure of Lake Elsinore and the Blue-Green Algae found, and Canyon Lake was tested and should have results August 5, 2016, but the water looked good.

There was discussion on not using detergents while washing your car because they could go down the drain and into the lake.

7. Consent Calendar

7.1 Waiver of Reading in Full of all Ordinances by Title only

7.2 City Council Meeting Minutes

7.2.1 July 5, 2016 – Regular Meeting

7.3 Adoption of Resolution No. 2016-27, Approving Claims and Demands of the City

7.4 Designation of Voting Delegate and Alternates for League of California Cities Annual Conference – October 5 – October 7, 2016 in the City of Long Beach **PULLED**

Moved by Zaitz, seconded by Haggerty, to approve the Consent Calendar 7.1 through 7.3 with Item 7.4 Pulled

Motion carried 4-0-1 with Council Members Warren, Zaitz, Mayor Pro Tem Haggerty and Mayor Brown voting aye, and Council Member Ehrenkranz absent.

8. Pulled Consent Calendar Items

7.4 Designation of Voting Delegate and Alternates for League of California Cities Annual Conference – October 5 – October 7, 2016 in the City of Long Beach

It was discussed that Mayor Brown will only be attending Thursday October 6, 2016 for the League of California Cities and Mayor Pro Tem Haggerty and Council Member Ehrenkranz will be attending Friday October 7, 2016 and would be able to be the voting and alternate delegate.

Moved by Zaitz, seconded by Haggerty, to approve Item 7.4 naming Mayor Pro Tem Haggerty as voting delegate and Council Member Ehrenkranz as the alternate.

Motion carried 4-0-1 with Council Members Warren, Zaitz, Mayor Pro Tem Haggerty and Mayor Brown voting, and Council Member Ehrenkranz absent.

9. Schedule of Future Events:

There was discussion on Item 9.8 Fire Department Start-Up Committee being removed from the agenda.

There was discussion that the next Veterans Committee Meeting date was undecided and once determined there would be an email sent to the email list.

10. Business Items

10.1 Report from Charles Abbott Regarding Trusted Contractors for Non-Inspection of General Installations/Building Permits

Jim Barrett, Building Official from Charles Abbott, gave the report on the policy for self-certification for residential water heaters by a licensed contractor.

There was discussion on the pros and cons for non-inspection installation.

There was discussion on the cost to pull a permit to install a water heater being around \$80.00.

There was discussion on how many properties have improperly installed water heaters and Mayor Pro Tem Haggerty spoke about her water heater when she moved in being improperly installed.

There was discussion on if it was made cheaper and easier for installation, would more people would comply.

It was discussed that maintenance, as well as proper installation, was key in making sure water heaters stayed up to code.

There was discussion on who would be liable for the work installed and the City of Canyon Lake ordinances that would have to be checked.

There was discussion on making the process easier for home owners and contractors, and the availability of the inspector.

There was discussion on how it worked when a new home was built and whether or not the water heater was installed when the final inspection took place.

Mayor Brown suggested the City continue to take a look at this issue and bring it back to the table in the future.

Mayor Pro Tem Haggerty suggested the City post in the Friday Flyer periodically a list of items that require permits.

Council Member Zaitz suggested to wait and see what the residents' reaction was and possibly bring it back to a City Council meeting in September.

Resident Dave Eilers spoke on Lowes and Home Depot charging the resident the permit fee if they install, people installing without permits, and if there was self-certification more people would possibly comply.

Mayor Pro Tem Haggerty discussed that if residents ignored the permit they were most likely going to ignore the self-certification as well.

Moved by Zaitz, seconded by Haggerty to table Item 10.1 for thirty days.

Motion carried 4-0-1 with Council Member Warren, Zaitz, Mayor Pro Tem Haggerty and Mayor Brown voting aye, and Council Member Ehrenkranz absent.

10.2 Cafeteria Budget

City Manager Palmer introduced the item

Resident, Jack Wamsley, spoke on the City saving money and an increase of anything shouldn't be considered.

Resident, John Guzman, spoke on the time not being right for any increases.

Mayor Pro Tem Haggerty discussed that the City did not need a high benefit range to attract people to Canyon Lake, and that it was not the time to be increasing. A small increase would be okay.

Council Member Zaitz spoke on being in favor of the proposed cafeteria budget, and about the Utility Users Tax (UUT) and how that money needed to be spent on something other than fire so it would not be considered a special tax and it was agreed it would be spent on the City needs.

Mayor Pro Tem Haggerty discussed that with the extra UUT it would be good idea to put that money back into City coffers and rebuild the savings.

Council Member Zaitz agreed that money needs to be put back into the reserves but the startup costs for fire were a large sum and the \$26,000 for the cafeteria increase was a small amount to help out employees.

Mayor Pro Tem Haggerty discussed the UUT possibly not being approved next time and if not approved it would only be an amount of time before the City dissolved itself and would have to pay its debts, and the City needed to keep money in reserves.

There was discussion on the amount of \$1,350 for the proposed cafeteria contribution already being included in the 2016/17 approved budget. If that money was not spent it would be a salary savings and go back into the fund balance at the end of the fiscal year.

It was discussed that the current amount was \$806.00 for each employee per month. Kaiser, which was middle of the road coverage, costs approximately \$1,550 per month for medical for a family.

Mayor Brown discussed a \$1,125 cafeteria contribution, and that medical costs were going up and it was not fair to the employees not having that acknowledged.

Mayor Pro Tem Haggerty would stand behind the \$1,100 contribution considering it was already included in the budget, and she did not realize the current amount was so low.

Resident, Ted Horton, spoke on the City staying frugal and being fiscally careful until the fire station got up and running. He understood staff needed to be compensated appropriately but suggested taking small steps until the UUT was reapproved.

Council Member Zaitz noted that the UUT would not be voted on for another four years and the goal was to have the fire station open next July.

Resident, Jack Wamsley, asked what the cafeteria plan paid for, and it was discussed that it was provided to cover medical, dental and vision. Mr. Wamsley stated that because it was strictly for healthcare, he was in support of the new cafeteria budget.

Resident, John Guzman, discussed how the cafeteria plan works for the employee and their family, and the City should stay frugal and put money into reserves; \$800 to \$1,300 was a big leap and a small increase was understandable.

City Manager Palmer discussed when an employee had insurance through a spouse the employee would only “cash out” the single person rate of approximately \$480. The employee could choose to take the full cash and go pay for a plan themselves or pay for a plan the city sponsors. It was also discussed that PERS health does not have banding on age and the rates are set.

Moved by Zaitz to approve cafeteria budget as presented.

Motion died for lack of second.

Moved by Haggerty, seconded by Brown to approve the cafeteria plan for \$1,100 per month per employee.

It was discussed that the money did need to be spent on running the City and the City should take care of the team of employees.

It was discussed that there was still a need to be frugal and save where the City could. After the fire department was set up the City would look at a police department and there would be increases for those. There was a need to be careful on spending and put the money where the people could see it.

Motion failed 2-2-1 with Mayor Pro Tem Haggerty and Mayor Brown voting aye, Council Members Warren and Zaitz voting no, and Council Member Ehrenkranz absent.

There was discussion on bringing Item 10.2 back on a later agenda.

Council Member Warren discussed the reasons on her voting decision.

Council Member Zaitz asked that it be put back on the next agenda.

There was discussion on bringing Item 10.2 back at the mid-year budget adjustment.

10.3 Discussion Regarding Options for City Council Stipend Increase

City Attorney Martyn corrected the increased amount from \$130 to \$390, and the stipend increase would be from \$300 per month to \$690 per month.

Mayor Brown discussed other city councils receiving more stipend per month and health benefits, and he went on to state that the Council worked hard and any token increase would be appreciated.

Mayor Pro Tem Haggerty stated that she did not run for City Council for money, she ran because she felt she had something to contribute; it was a nice surprise for the current stipend.

Council Member Zaitz agreed with Mayor Pro Tem Haggerty.

Resident, Ted Horton, spoke on the timing not being right.

Resident, Jack Wamsley, also spoke on the timing not being right. Mr. Wamsley mentioned standing for the healthcare for employees. It was also discussed to cut costs and time spent by not sending the full Council to meetings.

Mayor Brown discussed that the Council had cut back.

10.4 Assembly Bill 1217

Resident, Jack Wamsley, asked what Item 10.4 was.

City Manager Palmer explained that the League of Cities had asked its members to oppose Assembly Bill 1217 which was for Sacramento stripping down Joint Powers Authority's (JPA) rights. They were going after Orange County Fire Authority because they had too many board members, and every full member of the fire authority was a voting member. Sacramento wanted to limit the ability for local government to form JPAs.

Moved by Zaitz, seconded by Warren to approve City Manager Palmer to use the City logo as needed for Assembly Bill 1217.

Motion carried 4-0-1 with Council Members Warren, Zaitz, Mayor Pro Tem Haggerty and Mayor Brown voting aye, and Council Member Ehrenkranz absent.

11. City Manager Comments

City Manager Palmer introduced Mike Borja, the new Administrative Services Manager, who had ten years public sector experience. City Manager Palmer also requested Lt. Quinata give a report on the Fourth of July activities.

Lt. Quinata gave a report on the weekend activities and the altercations at Holiday Harbor Park. Lt. Quinata also discussed next year's deployment schedule that was still being discussed with the POA and the City.

The Council stated their appreciation for the men in blue.

There was discussion on the elections and that candidate information was not public knowledge until the nomination period was over and candidates have filed their papers.

12. Committee and Council Reports/Comments

12.1 Council Member Ehrenkranz

Council Member Ehrenkranz was absent.

12.2 Council Member Warren

Council Member Warren stated she would have an update at the next City Council meeting on her upcoming meetings.

12.3 Council Member Zaitz

Council Member Zaitz spoke on the 25 cent fare per ride on the RTA for students. For \$1.00 a high school student could ride to Oceanside. Last week there were 1,700 trips to Oceanside. Also, Veterans going to Loma Linda from Murrieta, could take the bus and ride for free from RTA.

There was a Veterans Expo hosted by Assemblywoman Melissa Melendez, August 20, 2016 from 10:00 a.m. to 2:00 p.m. at Wildomar Elks Lodge.

12.4 Mayor Pro Tem Haggerty

Mayor Pro Tem Haggerty discussed the RCTC meeting and discussed the bus stop at the Veteran's hospital, and that the RCTC was changing the bus stop to a more convenient location at the hospital.

There was discussion on the RCTC budget meeting, it was discussed where the money was spent. The RCTC Board was pushing for repairs for our local roads.

There was discussion on the pickup and delivery for those who were elderly and couldn't drive to take care of health needs or veterans who couldn't get to the bus to get to the doctor. For free transportation for health care needs residents could call the county transportation commission for more information.

There was discussion that the RCTC had dropped its lawsuit against Moreno Valley, and that a developer had agreed to put money into repairing the roads.

12.5 Mayor Brown

Mayor Brown discussed meeting with developers on the potential of developing the parcel of land next to BLM land. The developer had volunteered to make a presentation at a future council meeting on what the plans for that property were.

There was discussion regarding a conversation Mayor Brown had with City Manager Palmer about a possible forum in September for the individuals running for City Council, for the candidates to be able to talk to current Council Members individually to get information on what's going on that might not be apparent so they have a little information on Committees and Council processes.

There was discussion on how to title the meeting and how the meeting could be set up. City Manager Palmer suggested the meeting be held as a workshop where there could be give and take and no voting obligations.

There was discussion on an update for the WRCOG issues and the HERO program. It was discussed that there was a scandal for the HERO program and they were trying to get info from person who sent email. An email had been sent by a citizen who they were still trying to identify. There was no credibility to the claim, as far as could be seen.

13. Announcements

The next regular City Council meeting was scheduled for September 7, 2016 at 5:30 p.m. for Closed Session and 6:30 p.m. for Open Session.

14. Adjournment

Mayor Brown adjourned the meeting at 8:34 p.m.

Respectfully submitted,

Stephanie Hunter
Office Specialist

**City of Canyon Lake
City Council
Staff Report**

TO: Mayor and City Council
FROM: Michelle Gomez, Accountant
DATE: September 7, 2016
SUBJECT: List of Demands

Recommendation:

That the City Council adopts a resolution entitled: RESOLUTION NO. 2016-28

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CANYON LAKE ALLOWING CERTAIN
CLAIMS AND DEMANDS AS SET FORTH IN EXHIBIT A

Background:

All claims and demands are reported and summarized for review and approval by the City Council on a routine basis at each City Council meeting. The attached claims represent the paid claims and demands since the City Council meeting of August 3, 2016.

Budget (or Fiscal) Impact:

All claims and demands are paid from appropriated funds or authorized resources of the City and have been recorded in accordance with the City's policies.

Attachments:

Resolution
List of Demands

RESOLUTION NO. 2016-28

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, ALLOWING CERTAIN CLAIMS
AND DEMANDS AS SET FORTH IN EXHIBIT A**

The City Council of the City of Canyon Lake does hereby resolve as follows:

Demands are approved as shown on the Demand\Warrant Register of September 7th, in the amount of
\$368,823.09 as follows:

Payroll Earnings (Gross)	\$	39,933.89	(2nd Half of July & 1st Half of August)
Payroll Taxes - Employer	\$	1,254.06	(2nd Half of July & 1st Half of August)
On-line Retirement		4,161.42	(2nd Half of July & 1st Half of August)
On-line Health		126.00	(For the Month of August)
GASB 68		1,300.00	(Reporting Services Fee)
Unfunded Accrued Liability		11,175.00	(For the year of 16-17)
General		310,872.72	(Accounts Payable)
TOTAL	\$	368,823.09	

PASSED, APPROVED AND ADOPTED this 7th day of September 2016.

Mayor, Timothy Brown

ATTEST:

Stephanie Hunter, Office Specialist

State of California
County of Riverside) ss
City of Canyon Lake)

I, Stephanie Hunter, Office Specialist of the City of Canyon Lake, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of the Resolution No. 2016-28 adopted by the City Council of the City of Canyon Lake, California, at a regular meeting thereof, held on September 7, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Stephanie Hunter, Office Specialist

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 8/1/2016 Through 8/31/2016

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
22547	6/30/2016	RIV. CO. SHERIFF'S DEPT., Acctg & Fin	Contract Law; Billing Period: 5/26/16 - 6/30/16	140,094.60	10	GENERAL
Total 22547	6/30/2016			140,094.60		
22548	6/30/2016	Riv Co Sheriff Dept Perris Station	Extra Duty - Fiesta Days; Billing Period: 5/27/16 to 5/30/16	6,308.19	10	GENERAL
Total 22548	6/30/2016			6,308.19		
22549	8/10/2016	CCAC Southern Division	CCAC Southern Division Nuts & Bolts Workshop; August 3, 2016	200.00	10	GENERAL
Total 22549	8/10/2016			200.00		
22550	8/10/2016	Corelogic Information Solutions, INC.	U.S. Property Detail Report, Realquest.com; July 2016	10.00	10	GENERAL
Total 22550	8/10/2016			10.00		
22551	8/10/2016	CR&R	Refuse - FY 15-16 Secured Prior Year Penal; 7/25/16	3,203.71	50	AGENCY
22551	8/10/2016	CR&R	Refuse - FY 15-16 Secured Prior Year Tax2; 7/25/16	5,600.05	50	AGENCY
Total 22551	8/10/2016			8,803.76		
22552	8/10/2016	CTAI PACIFIC GREENSCAPE	Landscape Services Fire Station; July 2016	250.00	20	GAS TAX
22552	8/10/2016	CTAI PACIFIC GREENSCAPE	Landscape Services Median & Parkways; July 2016	5,200.00	20	GAS TAX
Total 22552	8/10/2016			5,450.00		
22553	8/10/2016	EnviroSupply & Service	Buffer pH & pH Paper Roll; Invoice Date: 8/4/16	79.92	10	GENERAL

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 8/1/2016 Through 8/31/2016

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 22553	8/10/2016			79.92		
22554	8/10/2016	ELSINORE VALLEY MUNI WATER DIS	Water Bill; Billing Period: 6/24/16 to 7/25/16	113.23	10	GENERAL
22554	8/10/2016	ELSINORE VALLEY MUNI WATER DIS	Water Bill; Billing Period: 6/27/16 to 7/28/16	220.53	10	GENERAL
22554	8/10/2016	ELSINORE VALLEY MUNI WATER DIS	Water Bill; Billing Period: 6/27/16 to 7/28/16	1,732.34	20	GAS TAX
Total 22554	8/10/2016			2,066.10		
22555	8/10/2016	Executive Cleaning Services, LLC	Cleaning Services, August 2016	925.00	10	GENERAL
Total 22555	8/10/2016			925.00		
22556	8/10/2016	Joe's Hardware	Towels & Invisible Glass; Invoice Date: 8/6/16	17.30	10	GENERAL
22556	8/10/2016	Joe's Hardware	Wood Stake Single; Invoice Date: 8/3/16	1.60	10	GENERAL
Total 22556	8/10/2016			18.90		
22557	8/10/2016	LESJWA	FY 2016-17 Member Contributions, Invoice Date: July 25, 2016	10,000.00	10	GENERAL
Total 22557	8/10/2016			10,000.00		
22558	8/10/2016	NEXTEL COMMUNICATIONS	Phone Bill, Billing Period: June 25 - July 24, 2016	176.00	10	GENERAL
Total 22558	8/10/2016			176.00		
22559	8/10/2016	SOUTHERN CALIFORNIA EDISON	Electricity Bill; Billing Period: June 22 to July 22, 2016	82.78	20	GAS TAX
22559	8/10/2016	SOUTHERN CALIFORNIA EDISON	Electricity Bill; Billing Period: 6/29/16 to 7/29/16	321.60	20	GAS TAX

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 8/1/2016 Through 8/31/2016

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 22559	8/10/2016			404.38		
22560	8/10/2016	Sparkletts	Water Bill, July 2016	43.80	10	GENERAL
Total 22560	8/10/2016			43.80		
22561	8/10/2016	Synoptek	Managed Server & Help Desk per User; August 2016	1,825.00	10	GENERAL
22561	8/10/2016	Synoptek	Replacement PC for Marcella Garza; Service Date: 7/27/16	681.83	10	GENERAL
Total 22561	8/10/2016			2,506.83		
22562	8/10/2016	WRCOG	FY 16/17 Solid Waste Cooperation Dues; Invoice Date: 7/25/16	670.65	10	GENERAL
Total 22562	8/10/2016			670.65		
22563	8/10/2016	WRCOG	FY16/17 WRCOG Member Dues; Invoice Date: 7/25/16	1,406.00	10	GENERAL
Total 22563	8/10/2016			1,406.00		
22564	8/10/2016	XEROX	Black and Color Copies; July 2016	671.56	10	GENERAL
Total 22564	8/10/2016			671.56		
22565	8/10/2016	JOHN ZAITZ	Expense Report for July 2016	124.15	10	GENERAL
Total 22565	8/10/2016			124.15		
22566	8/24/2016	AMERICAN FORENSIC NURSES INC	Blood Draw; Invoice Date: 68253	80.00	10	GENERAL
Total 22566	8/24/2016			80.00		

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 8/1/2016 Through 8/31/2016

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
22567	8/24/2016	AmeriGas	Propane in tank during safety, 8/11/16	258.97	10	GENERAL
Total 22567	8/24/2016			258.97		
22568	8/24/2016	CHARLES ABBOTT ASSOCIATES, INC.	Engineering Services - Permit Plan; July 2016	14,218.09	10	GENERAL
22568	8/24/2016	CHARLES ABBOTT ASSOCIATES, INC.	Engineering Services, July 2016	11,842.31	10	GENERAL
Total 22568	8/24/2016			26,060.40		
22569	8/24/2016	City Clerks Association of California	CCAC Membership for Stephanie Hunter; Invoice Date: 8/18/16	55.00	10	GENERAL
Total 22569	8/24/2016			55.00		
22570	8/24/2016	CANYON LAKE PEST CONTROL, Steven E. Young	Quarterly Spiders ; August 2016	90.00	10	GENERAL
Total 22570	8/24/2016			90.00		
22571	8/24/2016	Cota Cole LLP	Professional Services, Invoice Date 8/5/16	2,902.50	10	GENERAL
Total 22571	8/24/2016			2,902.50		
22572	8/24/2016	Frontier	Fios Internet Bill; Billing Period: 8/10/16 to 9/9/16	144.99	10	GENERAL
22572	8/24/2016	Frontier	Phone Bill; Billing Period: 8/10/16 to 9/9/16	59.41	10	GENERAL
22572	8/24/2016	Frontier	Phone Bill; Billing Period: 8/13/16 to 9/12/16	342.80	10	GENERAL
Total 22572	8/24/2016			547.20		

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 8/1/2016 Through 8/31/2016

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
22573	8/24/2016	GOLDING PUBLICATIONS	Business Cards for Mike Borja, Invoice Date: 7/27/16	37.80	10	GENERAL
Total 22573	8/24/2016			37.80		
22574	8/24/2016	International Institute of Municipal Clerks	IIMC Membership, Invoice Date 8/17/16	95.00	10	GENERAL
Total 22574	8/24/2016			95.00		
22575	8/24/2016	Maureen Kane & Associates, Inc.	TCC Series 200 Class; Invoice Date 8/16/16	1,600.00	10	GENERAL
Total 22575	8/24/2016			1,600.00		
22576	8/24/2016	Rogers, Anderson, Malody & Scott, LLP	Professional Services for July 2016	6,700.00	10	GENERAL
Total 22576	8/24/2016			6,700.00		
22577	8/24/2016	Riv Co Sheriff Dept Perris Station	Extra Duty-4th of July Celebration; Invoice Date: 8/11/2016	11,251.79	10	GENERAL
Total 22577	8/24/2016			11,251.79		
22578	8/24/2016	SOUTHERN CALIFORNIA EDISON	Electricity Bill; Billing Period: 7/15/16 to 8/15/16	1,831.70	10	GENERAL
22578	8/24/2016	SOUTHERN CALIFORNIA EDISON	Electricity Bill; Billing Period: 07/21/16 to 08/19/16	39.83	10	GENERAL
22578	8/24/2016	SOUTHERN CALIFORNIA EDISON	Electricity Bill; Billing Period: 7/11/16 to 8/9/16	305.39	20	GAS TAX
22578	8/24/2016	SOUTHERN CALIFORNIA EDISON	Electricity Bill; Billing Period: 7/15/16 to 8/15/16	182.64	20	GAS TAX
22578	8/24/2016	SOUTHERN CALIFORNIA EDISON	Electricity Bill; Billing Period: 06/21/16 to 7/21/16	12.95	20	GAS TAX
Total 22578	8/24/2016			2,372.51		

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 8/1/2016 Through 8/31/2016

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
22579	8/24/2016	STAPLES	Office Supplies; Invoice Date: 8/13/16	382.64	10	GENERAL
Total 22579	8/24/2016			382.64		
22580	8/24/2016	Stephanie Hunter	Notary Class and Test; July 2016	576.08	10	GENERAL
Total 22580	8/24/2016			576.08		
22581	8/24/2016	Synoptek	Install Monitors & Computer Memory; Invoice Date: 8/15/16	303.74	10	GENERAL
Total 22581	8/24/2016			303.74		
22582	8/24/2016	TelePacific Communications	Phone Bill: August 2016	498.96	10	GENERAL
Total 22582	8/24/2016			498.96		
22583	8/24/2016	Trauma Intervention Program	Annual Services for Trauma, Invoice Date: 8/15/16	1,500.00	10	GENERAL
Total 22583	8/24/2016			1,500.00		
22584	8/24/2016	Verizon Wireless	Phone Bill; Billing Period: 7/4/16 to 8/3/16	239.10	10	GENERAL
Total 22584	8/24/2016			239.10		
22585	8/29/2016	AMERICAN FORENSIC NURSES INC	Blood Draw; Invoice Date: 8/15/16	80.00	10	GENERAL
Total 22585	8/29/2016			80.00		
22586	8/29/2016	Timothy Brown	Reimbursement for Internet, August 2016	80.00	10	GENERAL

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 8/1/2016 Through 8/31/2016

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
22586	8/29/2016	Timothy Brown	Reimbursement for Mileage, June 2016	560.00	10	GENERAL
Total 22586	8/29/2016			640.00		
22587	8/29/2016	CANYON LAKE PEST CONTROL, Steven E. Young	Quarterly General Pests, Mice & Rats; Invoice Date: 8/10/16	100.00	10	GENERAL
Total 22587	8/29/2016			100.00		
22588	8/29/2016	Embroidery & More	Shirt Order for Code Enforcement; Invoice Date: 8/19/16	427.68	10	GENERAL
Total 22588	8/29/2016			427.68		
22589	8/29/2016	Emergency Services Consulting International	Consulting - Cameron Phillips Mileage for March 2016	164.16	10	GENERAL
Total 22589	8/29/2016			164.16		
22590	8/29/2016	Dawn Haggerty	Phone Reimbursement; July 2016	60.00	10	GENERAL
Total 22590	8/29/2016			60.00		
22591	8/29/2016	KAD Paving Company	Sound Wall Repair on Railroad Canyon Drive; Invoice: 7/14/16	11,743.00	10	GENERAL
Total 22591	8/29/2016			11,743.00		
22592	8/29/2016	LESJWA	FY 16-17 Elsinore & CL TMDL Task Force Contributions	42,521.00	10	GENERAL
Total 22592	8/29/2016			42,521.00		

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 8/1/2016 Through 8/31/2016

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
22593	8/29/2016	NATIONWIDE RETIREMENT SOLUTIONS	Deferred Compensation Program; July 2016	28.46	10	GENERAL
Total 22593	8/29/2016			28.46		
22594	8/29/2016	Nootbaar Plumbing & Drain	Repaired leak on propane line; Invoice Date: 8/16/16	360.00	10	GENERAL
Total 22594	8/29/2016			360.00		
22595	8/29/2016	Paper Recycling & Shredding Specialists	Shredding of documents; Date of Service: 8/11/16	127.00	10	GENERAL
Total 22595	8/29/2016			127.00		
22596	8/29/2016	JOHN REGUS	Conference Room Lease; September 15, 2016	250.00	10	GENERAL
Total 22596	8/29/2016			250.00		
22597	8/29/2016	JOHN REGUS	Library Lease; October 2016	983.45	10	GENERAL
Total 22597	8/29/2016			983.45		
22598	8/29/2016	RIV. CO. SHERIFF'S DEPT., Acctg & Fin	Cal-ID Member Assessment, FY 16-17; Invoice Date: 8/1/16	10,901.00	10	GENERAL
Total 22598	8/29/2016			10,901.00		
22599	8/29/2016	COUNTY OF RIVERSIDE-TLMA	FY16 June SLF Costs, Invoice Date 8/18/16	2,109.34	20	GAS TAX
Total 22599	8/29/2016			2,109.34		
22600	8/29/2016	SOUTHERN CALIFORNIA EDISON	Electricity Bill; Billing Period: 7/22/16 to 8/22/16	86.01	20	GAS TAX

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 8/1/2016 Through 8/31/2016

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 22600	8/29/2016			86.01		
22601	8/29/2016	Special District Risk Management Authority	Dental & Vision; September 2016	198.79	10	GENERAL
Total 22601	8/29/2016			198.79		
22602	8/29/2016	Sparkletts	Water Bill; July 2016	43.86	10	GENERAL
Total 22602	8/29/2016			43.86		
22603	8/29/2016	STATE COMP. INS. FUND	Workers Comp, September 2016	1,226.00	10	GENERAL
Total 22603	8/29/2016			1,226.00		
22604	8/29/2016	U. S. Bank	League of Caifornia, stamps, MSFT; July 2016	3,311.44	10	GENERAL
Total 22604	8/29/2016			3,311.44		
Report Total				310,872.72		

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

Vendor ID	Invoice Description	Cash Required
AMERICAN FORENSIC	Blood Draw; Invoice Date: 8/15/16	80.00
Brown T	Reimbursement for Internet, August 2016	80.00
	Reimbursement for Mileage, June 2016	560.00
CL PEST	Quarterly General Pests, Mice & Rats; Invoice Date: 8/10/16	100.00
Embroidery	Shirt Order for Code Enforcement; Invoice Date: 8/19/16	427.68
Emergency Services Consulting Inter	Consulting - Cameron Phillips Mileage for March 2016	164.16
Haggerty	Phone Reimbursement; July 2016	60.00
KAD Paving Company	Sound Wall Repair on Railroad Canyon Drive; Invoice: 7/14/16	11,743.00
LESJWA	FY 16-17 Elsinore & CL TMDL Task Force Contributions	42,521.00
NATIONWIDE	Deferred Compensation Program; July 2016	28.46
Nootbaar	Repaired leak on propane line; Invoice Date: 8/16/16	360.00
Paper Recycling & Shredding	Shredding of documents; Date of Service: 8/11/16	127.00
REGUS	Conference Room Lease; September 15, 2016	250.00
	Library Lease; October 2016	983.45
Riv Co Sheriff Acctg	Cal-ID Member Assessment, FY 16-17; Invoice Date: 8/1/16	10,901.00
Riv Co TLMA	FY16 June SLF Costs, Invoice Date 8/18/16	2,109.34
SCE	Electricity Bill; Billing Period: 7/22/16 to 8/22/16	86.01
SDRMA	Dental & Vision; September 2016	198.79
Sparkletts	Water Bill; July 2016	43.86
STATE FUND	Workers Comp, September 2016	1,226.00
US Bank	League of California, stamps, MSFT; July 2016	3,311.44
Report Total		75,361.19

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

Vendor ID	Invoice Description	Cash Required
Riv Co Sheriff Acctg	Contract Law; Billing Period: 5/26/16 - 6/30/16	140,094.60
Riv Co Sheriff Dept	Extra Duty - Fiesta Days; Billing Period: 5/27/16 to 5/30/16	6,308.19
Report Total		146,402.79

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

Vendor ID	Invoice Description	Cash Required
CCAC - So Div	CCAC Southern Division Nuts & Bolts Workshop; August 3, 2016	200.00
Corelogic	U.S. Property Detail Report, Realquest.com; July 2016	10.00
CR&R	Refuse - FY 15-16 Secured Prior Year Penal; 7/25/16	3,203.71
	Refuse - FY 15-16 Secured Prior Year Tax2; 7/25/16	5,600.05
CTAI PACIFIC GREENSCAP	Landscape Services Fire Station; July 2016	250.00
	Landscape Services Median & Parkways; July 2016	5,200.00
Enviro	Buffer pH & pH Paper Roll; Invoice Date: 8/4/16	79.92
EVMWD	Water Bill; Billing Period: 6/24/16 to 7/25/16	113.23
	Water Bill; Billing Period: 6/27/16 to 7/28/16	1,732.34
	Water Bill; Billing Period: 6/27/16 to 7/28/16	220.53
Executive Cleaning Services, LLC	Cleaning Services, August 2016	925.00
Joe's	Towels & Invisible Glass; Invoice Date: 8/6/16	17.30
	Wood Stake Single; Invoice Date: 8/3/16	1.60
LESJWA	FY 2016-17 Member Contributions, Invoice Date: July 25, 2016	10,000.00
NEXTEL	Phone Bill, Billing Period: June 25 - July 24, 2016	176.00
SCE	Electricity Bill; Billing Period: June 22 to July 22, 2016	82.78
	Electricity Bill; Billing Period: 6/29/16 to 7/29/16	321.60
Sparkletts	Water Bill, July 2016	43.80
Synoptek	Managed Server & Help Desk per User; August 2016	1,825.00
	Replacement PC for Marcella Garza; Service Date: 7/27/16	681.83
WRCOG	FY 16/17 Solid Waste Cooperation Dues; Invoice Date: 7/25/16	670.65
	FY16/17 WRCOG Member Dues; Invoice Date: 7/25/16	1,406.00
XEROX	Black and Color Copies; July 2016	671.56
ZAITS	Expense Report for July 2016	124.15
Report Total		33,557.05

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

Vendor ID	Invoice Description	Cash Required
AMERICAN FORENSIC	Blood Draw; Invoice Date: 68253	80.00
AmeriGas	Propane in tank during safety, 8/11/16	258.97
CHARLES ABBOTT	Engineering Services - Permit Plan; July 2016	14,218.09
	Engineering Services, July 2016	11,842.31
City Clerks Association of Cali	CCAC Membership for Stephanie Hunter; Invoice Date: 8/18/16	55.00
CL PEST	Quarterly Spiders ; August 2016	90.00
Cota Cole	Professional Services, Invoice Date 8/5/16	2,902.50
Frontier	Fios Internet Bill; Billing Period: 8/10/16 to 9/9/16	144.99
	Phone Bill; Billing Period: 8/10/16 to 9/9/16	59.41
	Phone Bill; Billing Period: 8/13/16 to 9/12/16	223.64
	Phone Bill; Billing Period: 8/13/16 to 9/12/16	119.16
GOLDING	Business Cards for Mike Borja, Invoice Date: 7/27/16	37.80
IIMC	IIMC Membership, Invoice Date 8/17/16	95.00
Maureen Kane & Associates, Inc.	TCC Series 200 Class; Invoice Date 8/16/16	1,600.00
RAMS	Professional Services for July 2016	6,700.00
Riv Co Sheriff Dept	Extra Duty-4th of July Celebration; Invoice Date: 8/11/2016	11,251.79
SCE	Electricity Bill; Billing Period: 06/21/16 to 7/21/16	12.95
	Electricity Bill; Billing Period: 07/21/16 to 08/19/16	39.83
	Electricity Bill; Billing Period: 7/11/16 to 8/9/16	305.39
	Electricity Bill; Billing Period: 7/15/16 to 8/15/16	1,730.38
	Electricity Bill; Billing Period: 7/15/16 to 8/15/16	182.64
	Electricity Bill; Billing Period: 7/15/16 to 8/15/16	101.32
STAPLES	Office Supplies; Invoice Date: 8/13/16	382.64
Stephanie Hunter	Notary Class and Test; July 2016	576.08
Synoptek	Install Monitors & Computer Memory; Invoice Date: 8/15/16	303.74
TelePacific	Phone Bill: August 2016	498.96
TIP	Annual Services for Trauma, Invoice Date: 8/15/16	1,500.00
VerizonW	Phone Bill; Billing Period: 7/4/16 to 8/3/16	239.10
Report Total		55,551.69

City of Canyon Lake
City Council
Staff Report

TO: Mayor and City Council

FROM: Aaron Palmer, City Manager

BY: Ariel M Hall, City Clerk

DATE: September 7, 2016

SUBJECT: Approval of Resolution No. 2016-29, setting regular meeting days, times, and locations for standing committees of the City Council of the City of Canyon Lake

Recommendation:

Staff recommends that the City Council approve Resolution No. 2016-29, setting regular meeting days, times, and location for standing committees of the City Council of the City of Canyon Lake.

Background:

Resolution No. 2015-36 establishes various standing committees of the Canyon Lake City Council and outlines their purposes; however, the resolution does not set regular meetings dates and times for the committees.

On June 1, 2016 the City Council approved Resolution No. 2016-19 that set regular meeting dates and times for the committees, but now desires to change the meeting times for the Public Safety Committee from all evening meetings, to day time meetings with quarterly evening meetings. The attached resolution will change the Public Safety Committee's meeting time to 9:30 a.m. on the last Wednesday of the month in the months of January, February, April, May, July, August, October, and November, and to 6:00 p.m. on the last Wednesday of the month in the months of March, June, September, and December.

Agendas notifying the public of all committee meetings' date and time will be posted in accordance with the Brown Act at City Hall and the Pack Wrap and Post, on the City's website, and on the City's Facebook page. City staff also maintains an email distribution list for each committee and the agenda with the date and time is emailed out to anyone who requests to be put on that particular committee's email distribution list.

Budget (or Fiscal) Impact:

There is no fiscal impact.

Attachments:

1. Resolution No. 2016-29

RESOLUTION NO. 2016-29

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, SETTING REGULAR MEETING DAYS, TIMES AND LOCATIONS FOR STANDING COMMITTEES OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE

WHEREAS, Resolution No. 2015-36 establishes various standing committees of the Canyon Lake City Council and outlines their purposes; and

WHEREAS, Government Code Section 54954 requires that regular meeting days and time be established for legislative bodies, while standing committees may hold regular meetings at any time that an agenda is posted 72-hours prior to the meeting; and

WHEREAS, the City of Canyon Lake would like to go above and beyond to allow additional public access to regular meetings of its standing committees by establishing regular meeting dates.

NOW, THEREFORE, the City Council of the City of Canyon Lake does hereby resolve that the regular meeting dates of standing committees are as follows:

1. **ADMINISTRATION AND FINANCE COMMITTEE:**

The Administration and Finance Committee shall meet on the Tuesday prior to the monthly Regular City Council Meeting at 8:00 a.m. in the City Council Chamber at 31516 Railroad Canyon Road, Canyon Lake, CA 92587.

2. **PLANNING COMMITTEE:**

The Planning Committee shall meet on an as needed basis in the City Council Chamber at 31516 Railroad Canyon Road, Canyon Lake, CA 92587.

3. **PUBLIC WORKS COMMITTEE:**

The Public Works Committee shall meet on an as needed basis in the City Council Chamber at 31516 Railroad Canyon Road, Canyon Lake, CA 92587.

4. **PUBLIC SAFETY COMMITTEE:**

The Public Safety Committee shall meet on the last Wednesday of each month at 6:00 p.m. in the months of March, June, September, and December, and at 9:30 a.m. in the months of January, February, April, May, July, August, October, and November, in the City Council Chamber at 31516 Railroad Canyon Road, Canyon Lake, CA 92587.

5. HEALTH & COMMUNITY COMMITTEE

The Health and Community Committee shall meet on an as needed basis in the City Council Chamber at 31516 Railroad Canyon Road, Canyon Lake, CA 92587.

6. WATER COMMITTEE

The Water Committee shall meet on an as needed basis at a time and location noticed appropriately.

7. ECONOMIC DEVELOPMENT COMMITTEE

The Economic Development Committee shall meet on an as needed basis in the City Council Chamber at 31516 Railroad Canyon Road, Canyon Lake, CA 92587.

8. FIRE DEPARTMENT START-UP COMMITTEE

The Fire Department Start-Up Committee shall meet on an as needed basis in the City Council Chamber at 31516 Railroad Canyon Road, Canyon Lake, CA 92587.

PASSED, APPROVED, and ADOPTED on this 7th day of September, 2016.

Tim Brown, Mayor

ATTEST:

City Clerk

State of California)
County of Riverside) ss
City of Canyon Lake)

I, Ariel M. Hall, CMC, City Clerk of the City of Canyon Lake, California, do hereby certify that the foregoing is a true and correct copy of the Resolution No. 2016-29 adopted by the City Council of the City of Canyon Lake, California, at a regular meeting held on the 7th day of September, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

City Clerk

**City of Canyon Lake
City Council
Staff Report**

Item 7.5

TO: Honorable Mayor and Members of the City Council

FROM: Aaron Palmer, City Manager

BY: Ariel M. Hall, City Clerk

DATE: September 7, 2016

SUBJECT: Resolution No. 2016-30, Amending the Conflict of Interest Code of the City of Canyon Lake and repealing Resolution No. 2012-32

Recommendation

It is recommended that the City Council: Approve Resolution No. 2016-30.

Background

The Political Reform Act requires every local government agency to review its conflict of interest code every 2 years. The conflict of interest code is what states which officials and employees in a City must file a Fair Political Practices Commission Form 700, Statement of Economic Interests, and what filing category they fall under (what interests they must report).

The City's conflict of interest code was last updated in 2012. The code was reviewed in 2014, but at that time no changes were needed. This year, with the changes in staff positions at City Hall, the code should be amended to reflect those positions. The attached resolution changes the Assistant City Clerk position to a Deputy City Clerk, and adds the Administrative Services Manager position to the conflict of interest code list of filers.

Budget (or Fiscal) Impact

There is no fiscal impact.

Attachments

1. Resolution No. 2016-30

RESOLUTION NO. 2016-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE AMENDING THE CONFLICT OF INTEREST CODE OF THE CITY OF CANYON LAKE AND REPEALING RESOLUTION NO. 2012-32

The City Council of the City of Canyon Lake resolves as follows:

SECTION 1. The City Council of the City of Canyon Lake finds as follows:

A. The Political Reform Act, Government Code sections 81000, et seq., requires the adoption of a conflict of interest code.

B. The Government Code section 87306 requires every agency to amend its conflict of interest code when changes occur which include the creation of new positions which must be designated positions, the deletion of old positions and relevant changes in the duties assigned to existing positions.

C. The attached Exhibit accurately sets forth those positions which should be designated and the categories of financial interests which should be made reportable.

SECTION 2. Resolution No. 2012-32 is hereby repealed.

SECTION 3. The Political Reform Act requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regulations Section 18730, which contains the terms of a standard Conflict of Interest Code, that can be incorporated by reference and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. The terms of 2 Cal. Code of Regulations Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference. These provisions, along with Exhibit A, attached and incorporated by this reference, constitute the Conflict of Interest Code of the City of Canyon Lake. The City of Canyon Lake is considered the "agency" within the purview of this code. The Conflict of Interest Code of the City of Canyon Lake so adopted amends and replaces any Conflict of Interest Code of the City of Canyon Lake previously in effect.

SECTION 4. Designated positions must file Statements of Economic Interests with the City Clerk; the originals of which will be on file with the City Clerk's office. The City Clerk will perform the duties of Filing Officer for the City of Canyon Lake.

SECTION 5. Any change provided for in this Conflict of Interest Code will not affect or excuse any offense or act committed or done or omission or any penalty or forfeiture incurred or accruing under any other Conflict of Interest Code; nor will it affect any prosecution, suit or proceeding pending or any judgment rendered in connection

with any other Conflict of Interest Code.

PASSED AND ADOPTED September 7, 2016.

Tim Brown, Mayor

Ariel M Hall, CMC, City Clerk

State of California)
County of Riverside) §
City of Canyon Lake)

I, Ariel M Hall, City Clerk of the City of Canyon Lake, certify Resolution No. 2016-30 was adopted by the City Council of the City of Canyon Lake at a regular meeting held September 7, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ariel M Hall, City Clerk

EXHIBIT A

CITY OF CANYON LAKE DESIGNATED POSITIONS CONFLICT OF INTEREST CODE

The City requires full disclosure for the positions listed below which participate in making decisions which may foreseeably have a material effect on financial interests. Full Disclosure includes all interests in real property in the City of Canyon Lake, as well as investments, business positions, and sources of income, including gifts, loans, and travel payments.

Positions Category	Disclosure
Members of the City Council	1
City Manager/Treasurer/City Clerk	1
Deputy City Clerk	1
City Attorney	1
Planning Official	1
Building Official	1
Consultants*	1
Chief of Police	1
City Clerk	1
City Engineer	1
Fire Chief	1
Administrative Services Manager	1

*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination must include a description of the consultant's duties and, based upon the description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and must be retained for public inspection in the same manner and location as this Conflict of Interest Code.

**City of Canyon Lake
City Council
Staff Report**

Item 10.1

TO: Honorable Mayor and Members of the City Council

FROM: Aaron Palmer, City Manager

DATE: September 7, 2016

SUBJECT: Increase of Veteran's Day Budget

Recommendation

Increase City Council account number 100-6830 an additional two thousand dollars (\$2,000) to increase the Veteran's Day budget from one thousand dollars (\$1,000) to three thousand dollars (\$3,000).

Background

Councilmember Warren is one of two Councilmembers appointed, by the City Council, to the Veteran's Day Committee. Councilmember Warren has requested an increase in the Veteran's Day budget. The current approved budget for this activity is one thousand dollars (\$1,000). She is asking for an additional two thousand dollars (\$2,000) for a total budget for FY 2016-2017 of three thousand dollars (\$3,000). Councilmember Warren feels that the Veteran's Day event participation has increased significantly over the past few years and the City should increase its contribution to the event.

Fiscal Impact

Account number 100-6830 will be increased an additional two thousand dollars (\$2,000) to accommodate the increase in the Veteran's Day budget. These additional funds will come from fund balance.

Attachments

None

**City of Canyon Lake
City Council
Staff Report**

Item 10.2

TO: Honorable Mayor and Members of the City Council

FROM: Aaron Palmer, City Manager

BY: Margaret Monson, Associate Engineer, Public Works

DATE: September 7, 2016

SUBJECT: Extension of Contract – Landscape Maintenance Services for the City of Canyon Lake

Recommendation

That City Council:

1. Authorize the City Manager to execute a contract extension of one year and his designee to administer the terms of the contract extension with Charles T. Andrews, Inc. DBA CTAI Pacific Greenscape, in the not-to-exceed amount of \$62,400 for providing Landscape Maintenance Services; and
2. Authorize the City Manager to execute a contract extension for the contract amendment and his designee to administer the terms of the contract extension with Charles T. Andrews, Inc. DBA CTAI Pacific Greenscape, in the not-to-exceed amount of \$250 per month or \$3,000 annually for providing Landscape Maintenance Services for the City maintained fire station leased from the Canyon Lake Property Owners Association.

Background

In July of 2015 a Request for Proposals for Landscape Maintenance on Railroad Canyon Road was issued in August of 2015, bids were opened and the City Council Awarded a contract to Charles T. Andrews, Inc. DBA CTAI Pacific Greenscape of Menifee, California. CTAI Pacific Greenscape has performed their duties satisfactorily, repairing irrigation system and the landscape lighting system as well as maintaining the planting under the contract, which expired September 2, 2016. The contract allows for a one year extension of service with the same financial terms.

In June of 2016, an Amendment to the Agreement with Charles T. Andrews, Inc. DBA CTAI Pacific Greenscape was issued to provide Landscape Maintenance at the City maintained fire station leased from the Canyon Lake Property Owners Association. The contract allows for an extension of service with the same financial terms.

Fiscal Impact

The Landscape Maintenance budget of \$62,400 was anticipated in this fiscal year 2016/2017 General Fund Budget and was planned for with the widening and construction of Railroad

Canyon Road in 2012. The additional \$3,000 for landscape maintenance of the fire station was anticipated in the fiscal year 2016/2017 General Fund Budget.

Attachments

Landscape Maintenance Request For Proposals 2015

Agreement with Charles T. Andrews, Inc. DBA CTAI Pacific Greenscape

Amendment to the Agreement with with Charles T. Andrews, Inc. DBA CTAI Pacific Greenscape

City of Canyon Lake
Contract Documents and Specifications for
LANDSCAPE MAINTENANCE
Including irrigation repair and maintenance
with a reclaimed water component

City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587

Bid Deadline: August 20, 2015

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NOTICE INVITING BIDS

NOTICE INVITING BIDS CITY OF CANYON LAKE LANDSCAPE MAINTENANCE

PUBLIC NOTICE IS HEREBY GIVEN that the City of Canyon Lake, herein referred to as "City", invites sealed bids for the above stated project and will receive such bids in the offices of the City Clerk up to the hour of 4:00 p.m. on August 20, 2015, at which time they will be publicly opened and read aloud.

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the General and Specific Specifications (collectively the "Specifications") and Contract Documents for the above stated project.

Printed copies of said Contract Documents and Specifications are available from the City for a non-refundable fee of \$20.00 per set. Contract Documents and Specifications may also be obtained, free of charge, in electronic format by emailing or calling Ariel M. Hall, Interim City Manager/City Clerk, at amhall@cityofcanyonlake.com or 951-244-2955.

Proposed Schedule:

Mandatory Site Walk-Through: August 13, 2015 @ 8:00 a.m.

Bid Deadline: August 20, 2015 @ 4:00 p.m.

Contract Award: September 2, 2015

Contract Start Date: September 7, 2015

As provided for in Section 22300 of the California Public Contract Code, the CONTRACTOR may substitute securities for any monies withheld by the CITY to ensure performance under the contract. In accordance with California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended, the Director of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the Work is to be performed. A copy of said wage rates can be obtained by accessing the Department of Industrial Relations website at: www.dir.ca.gov/DLSR/statistics_research.html, or by contacting their office at 464 West Fourth Street, Suite 239, San Bernardino, CA 92401-111, telephone (909) 383-4341. Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code except that this project **shall** be subject to prevailing wage law (Labor Code Section 1770, et. seq.).

A mandatory site walk-through is scheduled for August 13, 2015 from 8:00 a.m. to 9:30 a.m.

All questions must be put in writing and received by the City no later than 3:00 p.m. on August 13, 2015. Requests for clarifications, questions and comments must be emailed and clearly labeled in the subject line, "Written Questions for City of Canyon Lake Landscape Maintenance" and addressed to Ariel M. Hall at amhall@cityofcanyonlake.com. The City of Canyon Lake is not responsible for failure to respond to a request that has not been so labeled. All responses shall go to all those who obtain/obtained bid packets.

Bids must be prepared on the approved proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope, plainly marked on the outside:

**“SEALED BID FOR LANDSCAPE MAINTENANCE INCLUDING IRRIGATION
REPAIR AND MAINTENANCE WITH A RECLAIMED WATER COMPONENT – DO
NOT OPEN WITH REGULAR MAIL”**

The City reserves the right to reject any or all bids, to waive any irregularity, to accept any bid or portion thereof, and to take all bids under advisement for a period of sixty (60) days. At the time of contract award, the prime contractor shall possess a City of Canyon Lake Business License, a C-27 license, a California Pest Control Applicators License, a Riverside County Pesticide Business License, ISA Arborist certification, Irrigation Association Certified Landscape, and Irrigation Auditors Certificate.

Ariel M. Hall
Interim City Manager/City Clerk
City of Canyon Lake

CONTRACT DOCUMENTS/BID TERMS AND CONDITIONS/INSTRUCTIONS

REQUIREMENT TO MEET ALL BID PROVISIONS

Each bidder shall meet all of the specifications, bid terms, and conditions. Non-substantial deviations may be considered provided that the bidder submits a full description of, explanation of, and justification for the proposed deviations. The City will make a final determination of any proposed deviation.

BID RETENTION AND AWARD

The City reserved the right to retain all bids for a period of thirty (30) days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any bid, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations, and to make award to the lowest responsible, responsive bidder as the interest of the City may require.

INSPECTION OF SITE

Bidders must examine the site and become acquainted with all conditions affecting the work. In submitting a bid, the bidder warrants that they have made such site examination as they deem necessary to determine the condition of the site, its accessibility to materials, workmen and equipment, and to determine the bidder's ability to protect existing surface and subsurface improvements. No claim for allowances – time or money – will be allowed as to such matters. A mandatory site walk-through is scheduled for August 13, 2015 from 8:00 a.m. to 9:30 a.m.

BID WITHDRAWAL/ACCEPTANCE

A bidder may withdraw a proposal, without prejudice, prior to the time specified for the bid opening, by submitting a written request to the City Clerk for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than the place stated in the "Notice Inviting Bids" will be considered. All bids will be opened and declared publicly. Bidders, or their representatives, are invited to be present at the opening of the bids.

SUBMISSION OF ONE BID ONLY

No individual or business entity of any kind shall be allowed to make, file, or be interested in more than one bid, except an alternative bid when specifically requested. However, an individual or business entity which has submitted a sub-proposal to a bidder submitting a proposal, or has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.

CONTRACT INITIATION MEETING

The date, time, and location for a meeting will be established after award of the bid. A preliminary work schedule will be required at this meeting.

NON-COLLUSION AFFIDAVIT

Bidder declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the City is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud. The Affidavit of Non-Collusion shall be executed and submitted with the bid.

CONTRACT DOCUMENTS

The complete Contract Documents are identified in the Agreement. Potential bidders are cautioned that the successful bidder incurs duties and obligations under all of the Contract Documents and that they should not merely examine the Plans, Specifications, or Attachments in making their bids.

COMMUNICATION REGARDING BID

All timely requests for information must be submitted in writing and will receive a written response from the City.

INTERPRETATION OF DOCUMENTS

Discrepancies, omissions, ambiguities, and requirements likely to cause disputes between trades and similar matters shall be promptly brought to the attention of the City, in writing, and to the attention of the City Clerk to referral to the appropriate staff. When appropriate, Addenda will be issued by the City. No communication by anyone as to such matters except by Addenda affects the meaning or requirements of the Contract Documents.

ADDENDA

City reserves the right to issue Addenda to the Contract Documents at any time prior to the time set to open bids. Each potential bidder shall leave with the City its name, address, phone number, and e-mail address for the purpose of receiving Addenda. City will cause copies of Addenda to be mailed, delivered, or e-mailed to such names at such addresses. To be considered, a Contractor's proposal must list and take into account all issued Addenda. Bids, to be acceptable, must acknowledge receipt of all Addenda.

QUANTITY

This contract is a unit price bid for all work shown on contract documents and specifications. Quantities shown are estimates and final payment will be based upon the methods outlined in the General Specifications or as modified by the Special Provisions contained herein.

BIDS

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit-basis items, is the same amount as the entry in the "total column", then the amount set forth in the "total" column for the item shall prevail in accordance with the following:

- a. As to the lump sum items, the amount set forth in the "total" column shall be the item price.
- b. As to unit-basis items, the amount set forth in the "total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The evaluation of bids and award of contract shall be based solely on the final decision of the City.

ALTERING BID PROPOSALS

Changes in, or additions to, the bid proposal form, recapitulations of the work bid upon, alternative bid proposals or any other modifications of the bid proposal form which is not specifically called for in the contract documents may result in the City's rejection of the bid proposal as not being responsive to the invitation to bid. No oral or telephonic modification of any bid proposal submitted will be considered, a facsimile transmittal of modification is acceptable when a facsimile confirmation sheet is attached and evidences that a confirmation of the facsimile duly signed by the bidder was transmitted prior to the opening of bid proposals. The bid proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction, the surname or surnames of the person or persons signing the bid.

It is the sole responsibility of the bidder to see that the bid proposal is received in proper time. Any bid proposal received after the scheduled closing date and time for receipt of bid proposals will be returned to the bidder unopened.

The bid must be signed in long hand by the person authorized to submit the bid.

COMPARISON OF BID PROPOSALS

After the bid proposals for the contemplated work have been opened and read as provided herein, the respective totals thereof, will be verified and compared; and the results will thereupon be made public.

AWARD OF CONTRACT

The award of the contract, if any, will be made to the lowest responsive and responsible bidder whose bid proposal complies with all the prescribed requirements, but until an award is made, the right will be reserved to reject any or all bid proposals, or to waive technical errors or discrepancies, or to take any other actions allowed by law, if to do so is deemed to best serve the interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility qualifications and responsiveness of the bidder to whom it is proposed to make such award.

Acceptance by the City, at a meeting regularly called and held, of a Contractor's Proposal authorizes the City to enter into a contract, subject to the execution by both Contractor and City, consisting of a written agreement evidencing said contract, and subject to the Contractor providing all requirements set forth in said contract including, but not limited to, insurance and bonding requirements. The Contractor is advised that the City has up to 60 days from Award of Contract within which to issue the Notice to Proceed.

BID PROTEST PROCEDURES

Any protest of the proposed award of bid to the Bidder deemed the lowest responsive and responsive Bidder must be submitted in writing to the City no later than 5:00 p.m. on the third (3rd) business day following the date of the bid opening.

The initial protest must contain a complete statement of the basis for the protest.

The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number for the person representing the protesting party.

The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the lowest responsive bidder.

The party filing the protest must have actually submitted a bid on the project. A subcontractor of a party filing a bid on this project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another bidder, but must timely pursue its own protest.

The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a Bid Protest. The bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including

filing of a challenge of the award pursuant to the California Public Contracts Code, filing a claim pursuant to the California Government Code, or filing of any other legal proceedings.

The City shall review all timely protests prior to formal award of the bid. The City shall not be required to hold an administrative hearing to consider a timely protest, but may do so at the option of the Contract Manager, or if otherwise legally required. At the time of the City Council consideration of the award of the bid, the City Council may also consider the merits of any timely protests and the Contract Manager's recommendation thereon. The City Council may either accept the protest and award the bid to the next lowest responsible bidder, or reject the protest and award to the lowest responsible bidder. Nothing in this section shall be construed as a waiver of the City Council's right to reject all bids, to rebid the project, to perform the work by force account, or waive technical irregularities.

No bid proposal shall be considered as being binding upon the City until the contract is fully executed; and failure of the awardees to properly execute the awarded contract and file acceptable bonds as provided in the Specifications, shall be just and sufficient cause for the annulment of the award by the City and the forfeiture of his proposal guaranty.

BONDS

Contractor shall execute and submit a Bidder's Bond in the amount of ten percent (10%) of the contract amount. In addition to the Bidder's Bond, the City requires that the successful bidder provide a Performance Bond in the amount of one hundred percent (100%) of the contract amount for each year (i.e. annual amount) and a Labor and Materials Bond in the amount of one hundred percent (100%) of the annual contract amount. All Bonds must be on the City's forms contained in the Contract Documents and as provided by State Law and be for a surety acceptable to the City.

RETURN OF GUARANTEE

Bid bonds or checks of unsuccessful bidders will be returned by mail when the executed agreement and bonds are received by the City. Bid Bonds of the successful bidder will not be returned but is exonerated by its execution and delivery of the Agreement and bonds. If the guarantee of the successful bidder is a check, it will be returned at the time a Bid Bond would be exonerated.

SUBLETTING AND SUBCONTRACTING

Bidders are required, pursuant to the Subletting and Subcontracting Fair Practices Act (Commencing with Section 4100 of the Government Code) to list in their proposal the name and location of place of business for each sub-contractor who will perform work or labor, or render services in or about, the construction of the work or improvement, or a sub-contractor who will specifically fabricate and install a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of one half of one percent (.5%) of the prime Contractor's total bid. Failure to list a sub-contractor for any portion of the work under the guidelines above implies that Contractor's own forces will do that portion of the work. It is

the City's intent for the Subletting and Subcontracting Fair Practice Act to apply to all phases of the work.

GOVERNMENT CODE SECTION 4551

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or Sub-Contractor, offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section) or under the Cartwright Act (Chapter 2 commencing with Section 16700) or part 2 of Division 7 of the Business and Professions Code, arising from the purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgement by the parties.

DISQUALIFICATION OF BIDDERS

The successful bid must be responsive and responsible. Bid proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, erasures or irregularities of any kind, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A bid proposal on which the signature of the bidder has been omitted may, at the discretion of the City, be rejected.

The City reserves the right to find a Bid Proposal of a bidder who has been delinquent, is in current litigation with the City or has been within the preceding twelve (12) months or was unfaithful in any former contract with the City, non-responsible.

COMPETENCY OF BIDDERS

Bidders must be thoroughly competent, and capable of satisfactorily performing the work covered by the bid proposal. When requested, a bidder shall furnish such statement relative to previous experience on similar work, the plan of procedure proposed, and the organization, machinery, plant and other equipment available for the contemplated work, and the financial condition and resources of the bidder, as may be deemed necessary by the City in determining such competence and capability.

LICENSES AND CERTIFICATES

The bidder must have, at the time the bid is submitted, current licenses and certifications as listed below. This includes a joint venture formed to submit a bid.

- City of Canyon Lake Business License
- C-27 Landscape Contractor License
- California State Pest Control Applicators License
- Riverside County Pesticide Business License
- ISA Arborist Certification
- Irrigation Association Certified Landscape

- Irrigation Auditors Certificate

BID PROPOSAL SUBMISSION

The City shall accept a sealed bid proposal submitted on the providing Contractor's Proposal Submission Form, which shall be combined with the bid terms, conditions, and specifications for a complete agreement.

The proposal cost quotation shall include all costs for the Contractor to accomplish the work outlined in the proposal and shall be all-inclusive. If provision is made for alternatives, they must all be bid, unless otherwise provided in the Special Provisions. Bids must be submitted on all items and schedules included in the Contract Documents. Failure to bid on all items and schedules may result in the bid being rejected as non-responsive.

The proposal shall be submitted in a sealed opaque envelope that clearly identifies the bidder and the project, and shall also include the following information:

Company name and business address
Contractor's license type and number
Business phone number
Contact person

Sealed bid proposals will be received at the office of:

City Clerk
City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587

Until: 4:00 p.m. on August 20, 2015.

The completed package shall include a signed Contractor's proposal as outlined in the specifications and an executed Affidavit of Non-Collusion.

AFFIDAVIT OF NON-COLLUSION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

LANDSCAPE MAINTENANCE INCLUDING IRRIGATION REPAIR AND
MAINTENANCE WITH A RECLAIMED WATER COMPONENT

State of California)
County of Riverside) ss

_____, being first duly sworn, deposes and says that he/she is of _____, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and neither collusive nor sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

By: _____
Signature (CONTRACTOR)

Title (CONTRACTOR)

Jurat Certificate

State of California)
County of Riverside) ss

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2014,
by _____, proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Signature of Notary _____

(Seal of Notary)

CONTRACTOR'S PROPOSAL SUBMISSION FORM

LANDSCAPE MAINTENANCE INCLUDING IRRIGATION REPAIR AND
MAINTENANCE WITH A RECLAIMED WATER COMPONENT

**TO: City Clerk
City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587**

The undersigned declares that he/she has carefully examined the Bid Terms and Conditions, the General Terms and Conditions, and the Specific Terms and Conditions accompanying the Invitation to Bid; that he/she is thoroughly familiar with the contents thereof, and is authorized to represent the bidding firm and propose services to the City of Canyon Lake.

It is understood that the price shown hereon includes all routine and seasonal maintenance described in the specifications.

For each item, the averaged one-month maintenance cost shall be indicated and the total of these costs shall be extended for the term of the contract.

CONTRACTOR'S PROPOSAL CONTINUED ON NEXT PAGE

CONTRACTORS PROPOSAL (CONTINUED)

SPECIFIC TERMS AND CONDITIONS

BID LOCATIONS

ITEM	DESCRIPTION	PRICE (MONTHLY)	PRICE (ANNUALLY)
1.	Railroad Canyon Road Parkways and Median	\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
TOTAL		\$	\$

TOTAL AMOUNT BASE BID IN FIGURES \$ _____

TOTAL AMOUNT BASE BID IN WORDS _____

CONTRACTOR'S PROPOSAL CONTINUED ON NEXT PAGE

CONTRACTOR'S PROPOSAL (CONTINUED)

The costs of any work shown or required in the Specifications, but not specifically identified as a Pay Item are included in the Pay Items, and no additional compensation shall be due Contractor by virtue of Contractor's compliance with the Specifications.

COMPANY

ADDRESS

()

TELEPHONE

()

FAX

BID PREPARED BY

TITLE

SIGNATURE

DATE

TECHNICAL ABILITY AND EXPERIENCE

The bidder must verify acceptable experience of diversified landscape maintenance (including drought tolerant and California native plant material), which will enable City to judge the responsibility, experience, skill, and business/financial standing of the bidder.

Due to the location, difficult environmental conditions, water quality, low water use plant material, and naturalistic pruning methods associated with this maintenance area, the City Council of the City of Canyon Lake reserves the right to reject bids from firms that do not reflect adequate experience and qualifications to conduct the necessary work.

Additional numbered pages outlining information required by this portion of the proposal shall be attached as necessary.

The bidder is required to state all work of a similar character that is included in the proposed contract that he has performed in the last three years. In the space below, provide references with a contact person, address, and phone number for verification of said work.

CONTRACTOR'S PROPOSAL CONTINUED ON NEXT PAGE

CONTRACTOR'S PROPOSAL (CONTINUED)

References

- | | |
|--|---|
| 1. Contact Name:
Business Name:
Address:

Phone: | Class of Work:
Amount of Contract:
Contract Dates of Service: |
| 2. Contact Name:
Business Name:
Address:

Phone: | Class of Work:
Amount of Contract:
Contract Dates of Service: |
| 3. Contact Name: _____
Business Name:
Address:

Phone: | Class of Work:
Amount of Contract:
Contract Dates of Service: |

Due to the location, size/extent and maintenance requirements of the maintenance area, bidder is required to state how it will provide the necessary maintenance and services in the specifications. State the estimated manpower your company will use each week to fulfill the contract, including supervision, irrigation and general labor sub- categories.

CONTRACTOR'S PROPOSAL CONTINUED ON NEXT PAGE

CONTRACTOR'S PROPOSAL (CONTINUED)

**CONTRACTOR'S PROPOSAL SUBMISSION FORM
INFORMATION REQUIRED OF BIDDER**

***NO BID WILL BE CONSIDERED UNLESS THIS DOCUMENT IS COMPLETED IN
FULL ALL APPLICABLE ITEMS MUST BE FILLED OUT***

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

- (1) Address _____
- (2) Telephone No. _____
- (3) Type of Firm (Individual, Partnership or Corporation) _____
- (4) Corporation organized under the laws of the State of _____
- (5) Contractor's License No. _____ Exp. Date _____

Contractor hereby swears under penalty of perjury that the information provided is true and correct.

By: _____ Title: _____
Signature Contractor

- (6) List the names and addresses of all Owners of the firm or names and titles of all officers of the corporation:

- (7) Number of years of experience as a Contractor _____
- (8) Number of years of experience with municipal landscaping contracts _____
- (9) I.S.A. Certified Arborist Number _____ Exp. Date _____
- (10) Number of ISA Certified Tree Workers with the organization _____
- (11) I.A. Certified Landscape Irrigation Auditors Number _____ Exp. Date _____

CONTRACTOR'S PROPOSAL CONTINUED ON NEXT PAGE

CONTRACTOR'S PROPOSAL (CONTINUED)

(12) Local Office

Address: _____

Phone: (____) _____

(13) Emergency Contact Person

Name: _____

Phone: (____) _____

- (14)** List the names and addresses of each subcontractor who will perform work related to this contract and indicate what portion of the work will be done by each subcontractor. (If more than one subcontractor, please check the box below and list ALL subcontractors on a separate sheet.)

☐ See Subcontractor List on Separate Sheet

Subcontractor's Name: _____

License Number: _____

Address: _____

Telephone: _____

Work to be performed: _____

- (15)** List the name of the person who inspected the site of the proposed work for your firm:

- (16)** A financial statement or other information and references sufficiently comprehensive to permit an appraisal of your current financial condition may be required by the City.

- (17)** This bid was prepared by:
- | | |
|-------------|-------|
| Signature: | _____ |
| Name/Title: | _____ |
| Telephone: | _____ |

- (18)** Contact Person:
- | | |
|-------------|-------|
| Signature: | _____ |
| Name/Title: | _____ |
| Telephone: | _____ |

AGREEMENT

This AGREEMENT is made and entered into this _____ day of _____, 2015, by and between City of Canyon Lake, California, hereafter called "OWNER" "CITY" or "AGENT" and _____, hereinafter called "CONTRACTOR".

WITNESSETH:

WHEREAS, on _____, the City invited bids for landscape maintenance services for City-maintained properties per specifications; and

WHEREAS, pursuant to said invitation, Contractor submitted a proposal, which was accepted by City for said services.

NOW, THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties hereto agree as follows:

TERM. The term of this Agreement shall be from _____ through _____, or to such later date as may be agreed in writing between parties.

CITY'S OBLIGATIONS. For furnishing services, as specified in this Agreement, City will pay and Contractor shall receive in full compensation, therefore the total sum of _____ as set forth in the Contract Documents and adopted by the City.

CONTRACTOR'S OBLIGATION. For, and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to furnish the services and to do everything required by this Agreement and the Specific Terms and Conditions.

HOLD HARMLESS AND INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless the City of Canyon Lake, its officials, officers, employees, representatives, and agents from and against all claims, lawsuits, liabilities, or damages of whatsoever nature arising out of our connection with, or relating in any manner to, any act or omission of Contractor, his agents, employees, and subcontractors and employees thereof in connection with the performance, or non-performance, of this agreement. The Contractor shall thoroughly investigate any and all claims and indemnify the City and do whatever is necessary to protect the City of Canyon Lake, its officials, officers, employees, agents, and representatives as to any such claims, lawsuits, liabilities, or damages.

AMENDMENTS. Any amendment, modification, or variation from the terms of this Agreements shall be in writing, signed by the Contractor and approved by the City Council of the City.

TERMINATION. If, during the term of this Agreement, City determines that Contractor is not faithfully abiding by any term or condition contained herein, City may notify Contractor in writing of such defect or failure to perform; which notice must give Contractor a three-day notice

of time thereafter in which to perform said work or cure the deficiency. If Contractor fails to perform said work or cure the deficiency within the three (3) days specified in the notice, such shall constitute a breach of this Agreement and City may terminate this Agreement immediately by written notice to Contractor to said effect. Thereafter, except as otherwise set forth herein, neither party shall have any further duties, obligations, responsibilities, nor rights under this Agreement except, however, any and all obligation of Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination hereof. In said event, Contractor shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. City reserves the right to delay any such payment until completion of confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall Contractor be entitled to receive in excess of the compensation quoted in its bid.

The City Council may terminate the contract with 30 days written notice for any reason.

INCORPORATED BY REFERENCE. The Notice Inviting Bids; Bid Terms and Conditions; Instructions to Bidders, General Terms and Conditions; Specific Terms and Conditions; Bid Submission Form(s), Addendum Nos.____; Change Orders; additional or supplemental specifications, drawings, maps, or diagrams; and City-issued forms relating to this project, are hereby incorporated in and made a part of this Agreement.

COMPLETE AGREEMENT. This written Agreement, including all writings specifically incorporated herein by this reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

ANTI-DISCRIMINATION. In the performance of the terms of this Agreement, Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of any person because of the age, race, color, sex, national origin or ancestry, or religion of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

AUDIT. City shall have the option of inspecting and/or auditing all records and other written material used by Contractor in preparing its statements to City as a condition precedent to any payment to Contractor.

NOTICE. All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail, return receipt requested, addressed as follows:

Office of the City Clerk
City of Canyon Lake
31516 Railroad Canyon Rd
Canyon Lake, CA 92587

LITIGATION COSTS. In the event an action is filed by either party to enforce any rights or obligations under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, in addition to any other relief granted by the court.

AUTHORITY TO EXECUTE AGREEMENT. Both City and Contractor do warrant that each individual executing this Agreement on behalf of each party is a person duly authorized.

IN WITNESS WHEREOF, the parties hereto have cause this instrument to be executed the day and year first hereinabove written.

CITY OF CANYON LAKE

CONTRACTOR

Jordan Ehrenkranz, Mayor

ATTEST:

APPROVED AS TO CONTENT:

Ariel M Hall, Interim City Manager/City Clerk

Habib Motlagh, City Engineer

APPROVED AS TO FORM:

Elizabeth Martyn, City Attorney

BIDDER'S BOND

To Accompany Proposal

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ as principal, and _____, as surety, are held and firmly bound unto the City of Canyon Lake in the sum of \$ _____ (10% of bid), to be paid to the said Owner or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above bounden principal to perform certain work described as follows:

LANDSCAPE MAINTENANCE AREA-RAILROAD CANYON ROAD RIGHT-OF-WAY, CITY LIMITS (CL RR CR ROW): The general items of work to be done hereunder consist of, but are not limited to: landscape, irrigation, hardscape, and hardscape maintenance and dated _____ is accepted by the City of Canyon Lake, and if the above bounden principal _____ shall duly enter into and execute a contract for such construction, and shall execute and deliver the Performance Bond and Payment Bond and insurance certificates as required by said contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Should it become necessary for the City to institute a lawsuit, or any other legal proceeding to enforce the terms and conditions of this bond, then all costs of said proceeding, including attorney's fees, shall be awarded to the prevailing party.

*[Remainder of this page has intentionally been left blank.
Signature blocks are contained on the next page]*

IN WITNESS WHEREOF, We hereunto set our Hands and Seals this ____ day of ____, 20 __.

Contractors Name: _____

Contractor's Signature: _____

Title: _____

Address: _____

Telephone: _____

Surety's Name: _____

Surety's Signature: _____

Title: _____

Address: _____

Telephone: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas the City of Canyon Lake has awarded to _____ hereinafter designated as "Principal", a contract for:

**LANDSCAPE MAINTENANCE AREA CL RRCR ROW
PROJECT NO. CL RRCR ROW
CONTRACT NO. 2015**

WHEREAS, said Principal is required under the terms of said contract to furnish a good and sufficient bond for the performance of said contract:

NOW THEREFORE, WE, _____, the Principal, and _____ as Surety, are held and firmly bound unto the City of Canyon Lake, hereinafter called City, in the penal sum of _____ Dollars (\$ _____), being 100% of the contract amount in lawful money of the United States of America for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his executors, heirs, administrators, and successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants and agreements in the said contract and any alterations thereof made as herein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the contract or to the work or the specifications.

Should it become necessary for City to institute a lawsuit or any other legal proceeding to enforce the terms and conditions of this bond, then all costs of said proceeding, including attorneys' fees, shall be awarded to the prevailing party.

IN WITNESS WHEREOF, identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on this _____ day of _____, 2015.

SURETY

PRINCIPAL

By: _____

By: _____

Insurance Company and/or agent: _____

Address: _____

Telephone Number: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Canyon Lake (sometimes referred to hereinafter as "Obligee") has awarded to (hereinafter designated as "Contractor"), an agreement dated _____ described as follows: **LANDSCAPE MAINTENANCE AREA CL RRCR ROW, PROJECT NO. CL RRCR ROW, CONTRACT NO. 2015**, (hereinafter referred to as the "Contract"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to Section 3247 of the California Civil Code;

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Canyon Lake and to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code, in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay for any materials, provisions or other supplies, implements, machinery or power used in, upon, for or about the performance of the Public Work contracted to be done, or to pay any person for any work or labor of any kind, or for bestowing skills or other necessary services thereon, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Contractor and his or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or Internal Revenue Service from the wages of employees of Contractor or his or its Subcontractors, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In addition to the provisions herein above, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond,

and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Specifications.

No final settlement between Obligee and Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Contractor and Surety agree that if Obligee is required to engage the services of an attorney in connection with the enforcement of the bond, each shall pay Obligee's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20____.

PRINCIPAL/Contractor:

SURETY:

(Typed Name of Contractor)

(Typed Name of Surety)

By: _____
(Signature)

By: _____
(Signature of Attorney-in-Fact)

(Typed Name and Title)

(Typed Name of Attorney-in-Fact)

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charged: \$ _____
(the above must be filled in by corporate surety).

IMPORTANT: Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name, Address and Telephone No. of Surety)

(Name, Address and Telephone No. of agent or representative for service of process in California if different from above)

**CITY OF CANYON LAKE LANDSCAPE MAINTENANCE AREA CL RR CR ROW
CONTRACT NO. CL RR CR ROW
PROJECT NO. 2015
GENERAL TERMS AND CONDITIONS**

INDEMNIFICATION

Contractor agrees to indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the City, and in connection therewith:

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless there from;
- (c) The Contractor shall maintain strict compliance with all provisions of Cal OSHA Standards and Regulations. The Contractor acknowledges and hereby agrees to be defined as the "Controlling Employer" at the job site. As the "Controlling Employer" the contractor shall take reasonable steps to ensure that all employees and subcontractors maintain compliance with Cal OSHA Standards and Regulations. The Contractor shall be responsible for all fines, penalties and judgments that result from Cal OSHA action;
- (d) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

GENERAL TERMS AND CONDITIONS (CONTINUED)

BUSINESS TAX

The City's Business Tax Ordinance requires that a Business Tax Receipt be obtained before any business or trade is conducted within the City. City will obtain verification that the bidder has a valid City of Canyon Lake Business Tax Receipt prior to the execution of the contract.

CONTRACT REQUIREMENT

The bidder to whom the award is made shall execute a written agreement with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in this proposal. The agreement shall be made in the form adopted by the City and incorporated in the specifications.

FAILURE TO ACCEPT CONTRACT

If the bidder to whom the award is made fails to enter into the contract, the award will be annulled, and an award may be made to the next lowest responsible bidder, and that bidder shall fulfill every stipulation as if it were the party to whom the first award was made.

LABOR ACTIONS

In the event that the selected bidder is experiencing a labor action at the time of the award of the contract (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said bidder is no longer the lowest responsible bidder and to accept the next acceptable low bid from a bidder that is not experiencing a labor action, and to declare it to be the lowest responsible bidder.

WORKERS' COMPENSATION COVERAGE

The Contractor shall procure and maintain, during the life of the contract, workers' compensation insurance for all his or her employees engaged on or at the site of the project; and in case any of the work is sublet, the Contractor shall require all sub- contractors to similarly provide workers' compensation insurance by protection afforded by, workers' compensation insurance carried by the Contractor.

SAFETY PROGRAM

Upon request by City, Contractor shall furnish City with a copy of its California OSHA required Injury and Illness Prevention Plan, or written description of their exemption, before proceeding with any work under this agreement.

GENERAL TERMS AND CONDITIONS (CONTINUED)

CALIFORNIA OSHA

The Contractor is fully responsible for ensuring that all work performed under this contract is in compliance with the California OSHA standards and regulations. Any delays in project completion, fines, legal fees, consulting costs or other losses stemming from California OSHA actions against the contractor for work performed under this agreement are the sole responsibility of the Contractor.

CONTROLLING EMPLOYER

The Contractor shall acknowledge that for the purposes of maintaining compliance with all California OSHA regulations and Standards they are the "controlling employer" for all their work sites.

INSURANCE

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

- (a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance written on an occurrence basis with a combined single limit of at least \$2,000,000 per occurrence, and \$3,000,000 general aggregate, for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broadform property damage, products and completed operations. The General Liability Policy shall add the City of Canyon Lake as an additional insured in accordance with the language below.
- (b) **Worker's Compensation Insurance.** A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which will include \$1,000,000 employer's liability.
- (c) **Business Automobile Insurance.** A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired cars.

The General Liability Policy shall be primary and non-contributing insurance or endorsed to be primary and non-contributing insurance.

The Commercial General Liability insurance policy shall add "the City, its officers, employees and agents" as additional insured. If the contract is with a City Agency the Commercial General Liability insurance policy shall add "the City, the Agency, its officers, employees and agents" as additional insured.

GENERAL TERMS AND CONDITIONS (CONTINUED)

The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the City.

No work or services under this Agreement shall commence until the Contractor has provided the City with (1) Certificates of Insurance and (2) Additional Insured Endorsements that are approved by the City.

In the event the Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

CONTRACT ASSIGNMENT

Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity or any kind without the previous written consent of the City Council of the City of Canyon Lake.

NON-DISCRIMINATION

In the performance of the terms of this contract, the Contractor agrees that it will not engage in, nor will it permit its sub-contractors to engage in discrimination in the employment of persons on the basis of age, race, color, sex, national origin or ancestry, or religion.

LOCAL OFFICE

Contractor shall maintain a local office with a competent representative that can be reached during normal working hours and is authorized to discuss matters pertaining to this contract with the City. A local office is one that can be reached by telephone without toll call charges. An answering service or mobile telephone shall not fulfill the requirement for a local office.

PERSONNEL

Contractor shall furnish sufficient supervisory and working personnel capable of accomplishing, on schedule, all work required under this contract.

CONTRACTOR IDENTIFICATION

Contractor shall insure that all working personnel are identified by a work uniform that, at a minimum, consists of a shirt that identifies the company. All work vehicles used on the project shall also be identified, at a minimum, with the company name adequately displayed on the vehicles.

GENERAL TERMS AND CONDITIONS (CONTINUED)

PAYMENT TERMS

Contractor shall be paid monthly, in arrears, for the work specified and performed satisfactorily under in contract. City's payment terms are thirty (30) days from the receipt of an original invoice, revised reports and acceptance of materials, supplies, or services (Net 30).

PERFORMANCE DEFICIENCIES AND REDUCTION IN PAYMENT

City of Canyon Lake has set up very specific criteria by which to evaluate the performance of Contractor on a weekly basis. If performance by Contractor is deficient, City reserves the right to subtract a cost from the monthly billing. Since it is difficult to quantify and assess a value to every aspect of the work, City shall implement a standard \$100 cost per incident. The following describes deficiencies:

1. Lack of compliance to specifications, i.e., failure to adequately pick up litter, sweep/rake, weed, prune, remove dead plant material, etc.
2. Failure to provide specified reports or to falsify reports.
3. Failure to supply adequate equipment, labor, or supervision.
4. Failure to repair irrigation deficiencies in the allotted time frame.
5. Failure to comply with schedules. Variances may be approved by request. Delays caused by the acquisition of parts or adverse weather conditions will be taken into consideration.
6. Failure to protect public health and safety.
7. Failure to provide contractor/company identification on vehicles or for employees.
8. Three consecutive fines may be viewed by City as failure to execute the contract and City may choose to terminate said contract.

SEVERABILITY

If any term, provision or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder for the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SPECIFIC TERMS AND CONDITIONS LANDSCAPE MAINTENANCE AREA CL RRCR ROW

BID LOCATIONS

1. Railroad Canyon Road Parkways and Medians within the City Right-of-Way between the Canyon Lake and Lake Elsinore City Limits to the west and between the Canyon Lake and Menifee City Limits to the east. Area includes two medians at the entry driveways to Canyon Lake Towne Center Entrance East and West. Area includes two sections of Canyon Lake Merchants Association that are included within the irrigation controller.

SCOPE OF SERVICES

Contractor shall provide the necessary manpower and equipment to maintain the areas listed in the specified locations, at the level of maintenance and service defined by City, for a period of twenty-four months commencing on September 23, 2013. City has the option of extending the contract for an additional year after this date, based on the performance of the Contractor. The work shall include, but is not limited to, proper horticultural maintenance of all landscape materials and hardscape structures as designated in the following specifications and per the Frequency Schedule.

SPECIFIC SERVICES TO BE PERFORMED

The specific services to be performed include, but are not limited to, the following:

Litter Control

- A. Removal of all trash, such as paper, cans, bottles, broken glass, dog droppings, cigarette butts, and any out-of-place or discarded items.
- B. Removal of dried plant material, such as hanging or fallen tree limbs, leaves, branches, dried up and/or dead plant material, pine cones, and wood pieces.
- C. Litter removal as outlined in the Frequency Schedule.

All refuse shall be removed and taken to a sanitary landfill at Contractor's expense. Green waste shall be disposed of in the manner identified later in this section.

Trash Cans (Railroad Canyon Road)

Contractor shall remove and replace trash can liners and wipe down trash can lids as indicated in the Frequency Schedule, if and when trash cans are provided.

Chemical Applications General

Contractor shall obtain necessary permits and licenses to comply with the city, county, state or federal laws for use of pest control chemicals. Contractor will assume responsibility and liability for use of chemical controls. Contractor shall be responsible for the safe and proper application of all chemicals. Contractor shall be responsible for the replacement of any plants and trees

killed or damaged by improper chemical applications. Contractor shall complete and furnish a pesticide application log to the City, submitted at the monthly walk-through. The log shall include the following information:

1. The pest to be controlled
2. Method of control
3. Copies of the product labels
4. MSDS Sheets
5. A frequency schedule
6. A copy of the PCA recommendation

Chemical Applications - Weed Control

- A. Contractor shall provide complete and continuous control and/or eradication of all weeds.
- B. Planters, gravel areas, sidewalks, curbs and gutters, expansion joints, fence lines, drainage areas, bare areas, and the area around plants and trees shall be kept free of grass and weeds. This will be done on an as-needed basis.
- C. Contractor shall perform weed removal and shall identify in their schedules approximate time frames for performing this function. Mechanical and/or chemical methods of weed control are acceptable for annual weeds. Perennial weeds (such as Bermuda grass, nutsedge, bindweed, and pennisetum grass) shall be controlled by chemical means only.
- D. After weeds have been sprayed and removed, Contractor shall rake or sweep the area to remove any debris generated by the weed control process.
- E. Chemical herbicide control is the responsibility of Contractor. The Frequency Schedule outlines the minimum herbicide controls. If weed control has not been maintained as specified, City may require additional herbicide applications at no cost to City.
- F. City will require proof of California State Applicators license QAL Category B - Landscape Maintenance - by the person(s) supervising or performing the herbicide applications.

Chemical Applications – Other

- A. Contractor shall provide control and/or eradication of rodents.
- B. Contractor will be responsible for reporting to City any bee activity (swarms or hives) immediately. Bee removal will be City's responsibility.
- C. The application of insecticides and fungicides will be performed on an as-needed basis and is outside the scope of this contract.
- D. Fertilization activities will be performed based on the Frequency Schedule.

Turf Maintenance

- A. Turf Maintenance is not included and not required as a part of this contract.

Plant Maintenance

- A. All plant material in the public right-of-way shall be maintained as needed to allow for the safe passage of vehicles, pedestrians and/or the general public. Shrubs shall be maintained to create adequate line-of-sight vision for vehicles where applicable. All vegetation shall be maintained in such a manner as to eliminate overgrowth beyond its designated parameter, as well as to prevent encroachment onto sidewalks or curbs. Plants located adjacent to sidewalks must be maintained at a maximum height of three (3) feet and pruned back six (6) inches from the edge of the sidewalk or curbing.
- B. Dead flower stalks shall be pruned from plants at the conclusion of flowering. If plants (such as Manfreda) die after flowering, Contractor will remove the entire plant and, if needed, shall repair the irrigation, replace the plant, and backfill the hole. There shall be no dead blossoms, stalks, branches or foliage left on an otherwise healthy plant for more than one week, unless otherwise directed by the City and/or the contract documents.
- C. Plant material is to be pruned in a manner that is described as a two-step, naturalistic pruning procedure. All plant material shall be pruned in accordance with the City of Palm Desert's "Desert Flora Landscape Maintenance Guidelines" Booklet Volume One, 2005 Edition. The book, which is intended to serve as a visual guide to Contractor, also provides pruning techniques and a calendar for ideal maintenance timing. City may, at its own discretion, alter time lines or techniques as it deems necessary.
- D. Contractor shall assume the cost and responsibility for replacing plant material that dies 30 days from commencement of the contract throughout the term of the contract if such plant demise is due to neglect, lack of maintenance, or otherwise improper care. It is Contractor's responsibility to identify unacceptable plant material prior to inception of the contract. This will be accomplished during the mandatory acceptance walk-through with City representative(s) and Contractor.
- E. Regular pruning will occur per the Frequency Schedule.

Tree Maintenance

- A. Trees shall be pruned as needed for traffic and pedestrian safety. Sidewalk clearance will be eight (8) feet and vehicular clearance fourteen (14) feet from grade. Any broken, dead or detached limb is considered a hazard. Suckers will be removed as they appear.
- B. Contractor is responsible for safety and sucker control on all trees (excluding palms) fifteen feet in height and under. All other tree pruning will be performed under a separate contract.
- C. Contractor is responsible for the pruning of fronds, flowers, and seed pods on all palms that have six feet of brown trunk or less. All other palms will be pruned under a separate contract. All palm seedlings not intentionally planted as a part of the existing planting theme shall be removed, under weed control, prior to 6 inches in height.
- D. Any tree pruning performed at the request of City shall be consistent with the current and applicable International Society of Arboriculture (ISA) guidelines, the American National Standards Institute (ANSI) standards, and the City of Palm Desert's "Desert Flora Landscape Maintenance Guidelines" Booklet Volume One, 2005 Edition in order to promote proper form, strength, health, and appearance.
- E. No topping of trees will be allowed.

- F. Contractor shall remove debris caused by pruning and tree maintenance activities on the same working day as such debris is accumulated. Contractor shall be held responsible for any damages done to trees due to poor management procedures. Contractor shall replace trees, at no cost to City, that die 30 days after acceptance of the contract when such death is attributed to neglect, lack of maintenance, infestation or improper care. This section excludes trees identified during the mandatory acceptance walk-through with City representative(s) and Contractor.
- G. Any trees broken or damaged as a direct result of storm, wind, accident or vandalism shall be pruned and/or removed, upon City's request to Contractor, within 24 hours of notification and may be considered an Extra to the Contract. Any debris blocking roadways or parking areas shall be removed within one hour of notification to Contractor. Replacement of trees and plants caused by reasons not related to contractual maintenance shall be reimbursable as an extra cost.

Irrigation Maintenance

The controlling factor in the performance of water management within the landscape maintenance area is the application of water to landscape plants at a rate which closely matches the demands of plants with little or no runoff. Plant health, roadway safety and water conservation are the primary reasons for proper irrigation maintenance. Contractual requirements shall be strictly adhered to by Contractor.

- A. The entire irrigation system, including all components beginning at the water meter shall be maintained in an operational state at all times. This coverage will be the main responsibility of City except for the items indicated in this section and the Frequency Schedule.
- B. Contractor is responsible for irrigation system inspections per the Frequency Schedule. It is a requirement of this contract that the Contractor report any irregularities observed during routine maintenance activities to City the same work day the irregularities are observed.
- C. Repairs or replacements to the irrigation system shall be made with like parts. No substitutions shall be allowed without written approval by City.
- D. All damage resulting from Contractor's maintenance operations, including but not limited to pruning, weeding, and trash removal shall be repaired or replaced prior to the end of the work day or as directed by Public Works Director or his designee, at Contractor's expense.
- E. Repairs to the irrigation system shall be made at City's request, on a time-and- materials basis, and per City standards.
- F. Prior to commencement of the contract, the Public Works Director, or his designee, and Contractor will perform an irrigation inspection. The purpose is to allow Contractor and the City representative to observe and note any potential problems with the irrigation

system. These problems may be resolved with the current Contractor or with the successful Contractor on a "one-time-only" extra work basis. After a specified time frame for corrections, Contractor will assume responsibility for maintenance of the irrigation system, per frequency schedule, with the exception of the controller operation, which will remain the responsibility of City.

- G. City reserves the right to supply any or all parts for irrigation repairs. If Contractor supplies the materials and/or the labor then City shall be billed by Contractor based upon the pricing schedule provided to City as part of this contract.
- H. Contractor shall return irrigation parts that have been replaced due to damage or malfunction to the Public Works Director or his designee.
- I. When making repairs, Contractor is responsible for adjusting sprinkler heads and valve boxes to a level that will prevent their damage by maintenance equipment or pedestrian traffic. Damage caused by improper height adjustment will be repaired by Contractor at no cost to City. Contractor shall be responsible for all damage done to irrigation components as well as to any plant material affected by Contractor's personnel or equipment during maintenance operations.
- J. Contractor shall provide personnel who are fully trained in all phases of irrigation systems operations, adjustments and repairs for irrigation systems used in the landscape maintenance area. Contractor shall provide personnel capable of effectively communicating, in English, with City representatives.
- K. Irrigation time schedules shall be adjusted seasonally as directed by the Public Works Director or his designee. All controller operations shall be submitted to the City and approved by the City. At no time will Contractor make changes to the controller schedule without notifying the City and securing City approval.

Cleaning of Signs and Benches

The cleaning of monument signs, transportation shelter trash cans and benches is the responsibility of the Contractor per the Frequency Schedule. Cleaning shall include, but not be limited to, removal of cobwebs, sweeping the benches in the public transportation shelters, and wiping down monument signs and pottery with a non-abrasive cloth material. Contractor shall notify City of any damage or vandalism to walls, monument signs and transportation shelters.

Extra Work

During the course of the contract period, additional services, labor and materials beyond those specified in the contract may be required and performed on a time-and-material basis. Such work will be billed according to the Extra Work pricing schedule provided as part of this contract.

Contractor may notify City of the need for Extra Work and/or City may request Extra Work. City will issue a Work Request form upon which Contractor will provide estimated labor, material

and/or unit price costs. Contractor must have a signed work order from the Director of Public Works or his designee before beginning extra work.

Contractor shall provide twenty-four (24) hour emergency service, with prompt correction of mitigation of emergency damage, when notified of an occurrence. An emergency that is causing a hazard to the public or property must be responded to within one (1) hour. Failure to do so may result in monetary deductions from the monthly billing. Response to emergency service shall be paid at the contract rate for additional work. Work should be limited to the level required to mitigate an emergency and further repairs shall be completed during normal working hours.

Extra Work will be a separate item from normal contractual duties. Contractor is expected to complete the contractual duties as specified on schedule and extra work shall not interfere with or delay these duties.

Safety

Contractor shall comply with the State of California and Cal-OSHA Safety Rules and Regulations and the American National Standards Institute (ANSI) 2133.1 standards. Contractor shall supply all delineation, signing and clothing as required by the State of California Department of Transportation.

If work along a public right-of-way will require the closure of a traffic lane, Contractor shall notify City at least 24 hours in advance and comply with procedure outlined in the WATCH Manual.

Green Waste

Contractor shall remove all debris generated from maintenance operations on a daily basis. No debris or trash will be allowed to remain on site after work hours. Disposal of debris shall not be allowed in any City trash can, bin or other City facility (i.e., corporation yard or satellite yards), or in any City refuse container unless other arrangements have been authorized by City. Contractor is encouraged to compost all appropriate green waste removed from City landscaped areas at an approved facility where green waste is converted to a usable soil amendment. If any compost is used in the execution of the landscape maintenance contract, it must be from an approved facility that receives and fully composts Riverside County green waste. Said products shall be approved by the Public Works Director or his designee before use.

Upon request, Contractor may be required to submit verification of green waste disposal.

Schedules

At the pre-contract start-up meeting, Contractor will present a temporary or baseline schedule of work for the upcoming year. Thirty days from issuance of the Notice to Proceed, a permanent schedule will be given to City. Failure to provide this schedule to City in the appropriate time may result in termination of the contract.

The schedule must include the Frequency Schedule as it pertains to the maintenance for that month. City will assume that Contractor will adhere to the schedule. City must receive notification of changes at least 24 hours in advance.

SCHEDULING OF WORK

Unless otherwise approved by City, Contractor shall not work outside the established hours of operation for this project:

May 1 through September 30

Weekdays (MTWTF): 7:00 AM to 6:00 PM
Weekends (Saturday): **8:00 AM to 5:00 PM
Weekends (Sunday): No Work
City holidays: No Work

October 1 through April 30

Weekdays (MTWTF): 7:00 AM to 5:00 PM
Weekends (Saturday): **8:00 AM to 5:00 PM
Weekends (Sunday): No Work
City holidays: No Work

Failure to observe these work hours may result in a citation being issued to the offenders by the police department. (Emergency work directed by City is not held to these restrictions.)

**Work is permitted on Saturdays only with prior approval by City. Work is not permitted during City holidays.

CURRENT LICENSE AND CERTIFICATION REQUIREMENTS

- City of Canyon Lake Business license
- C-27 California State Contractors License
- Irrigation – Certification from the Irrigation Association
- Arborist Certification from the International Society of Arboriculture
- State of California Pesticide License QAL for chemical applications category B County of Riverside Pesticide Business License

ATTACHMENT 1: EXTRA WORK PRICING SCHEDULE

LANDSCAPE MAINTENANCE AREA - CL RRCR ROW

LABOR

Additional Laborer	\$ _____ per hour
Additional Irrigator	\$ _____ per hour
Additional Supervisor	\$ _____ per hour

IRRIGATION PARTS will be paid at a 15% mark-up.

PLANT MATERIAL REPLACEMENT

Note: Unless otherwise described, replacement plant material will be whatever is normal and customary for the City of Canyon Lake.

1-Gallon Shrub Installed	\$ _____
5-Gallon Shrub Installed	\$ _____
15-Gallon Shrub Installed	\$ _____
15-Gallon Tree Installed*	\$ _____
24"-Box Tree Installed*	\$ _____
30"-Box Tree Installed*	\$ _____
36"-Box Tree Installed*	\$ _____

Note: Anything over 36" box size will be paid at the contractual hourly rate plus materials with a 15% mark-up.

*To include the following: digging of hole, setting of tree, backfilling with approved soil amendments and fertilizer, watering in of tree, staking (if needed), securing with cinch ties, and replacing decomposed granite or bark mulch with the same to match existing.

ATTACHMENT 2 FREQUENCY SCHEDULE
LANDSCAPE MAINTENANCE AREA CL RRCR ROW
AND SPECIFIC MAINTENANCE DUTIES

Irrigation system maintenance

Maintenance of the irrigation system is a necessary and continuing process involving monitoring, adjustment, cleaning, and repair. Canyon Lake draws irrigation water from holding ponds fed by reclaimed water. It is imperative that the system be checked and monitored regularly to keep the irrigation system operational.

Contractor shall familiarize himself and his staff with the pump station operation, including the N-Control fertigation pump and equipment.

Continually clean debris from irrigation equipment for proper water discharge, including basket strainer, master valve, flow sensor, remote control valve, drip irrigation filter, emitters, and bug caps.

During times when the water supply is cut off or the irrigation system is otherwise inoperable, the landscape shall be carefully monitored for signs of water stress. Start a hand watering program immediately for all stressed landscapes, and notify the City in writing if this occurs.

Wire tracing and diagnosis of wire miscommunication, equipment not working, and all other electric problems shall be included within the monthly service at no additional cost to the City.

Maintain electric control valve boxes free of dirt and debris.

Maintain all irrigation equipment in good operating order, including proper coverage adjustments. Repair or replace equipment as needed using the exact type and manufacturer as called for in the original irrigation plans, unless otherwise directed by the City of Canyon Lake. Contact the City of Canyon Lake as soon as equipment is found to be in need of repair or replacement.

Maintain Rain Bird 1800 tree spray heads one (1) inch above the top of the mulch.

Replace bug caps on drip irrigation spaghetti tubing as needed.

Bury and stake down Blu-lock pipe to keep it below the mulch layer.

The contractor shall keep permanent records of all performed maintenance tasks. Records shall be presented to the City quarterly. Record all proposed and executed repairs. Contractor shall record all times when the irrigation systems are not operable.

Plant maintenance

No plants shall be trimmed using gas powered hedge shears or string trimmers, except as directed and approved by the City, if wide growing shrubs are planted in a narrow planting area.

Dead or dying plants shall be reported to the City and replaced at the contractor's expense, unless authorized in writing by the City.

Palm fruit shall be removed from the medians regularly to eliminate germination.

Overhanging plants from adjacent properties that impact the landscape maintenance area or cause site distance to be obscured shall be trimmed on a regular basis. This includes plants hanging over the walls or through the fence. These shall be trimmed away from the parkway. Litter that falls as a result of overhanging plants from adjacent properties shall be removed from the parkway on a regular basis.

Pine cones that fall shall be removed from the parkway.

Vines shall be continuously trained to walls. Vine runners shall be removed from planting areas.

Low voltage light maintenance

Notify the City if the low voltage light system requires repair or if bulbs require changing.

**ATTACHMENT 2: FREQUENCY SCHEDULE
LANDSCAPE MAINTENANCE AREA –CL RRCR ROW**

ACTIVITY	AREA				
	Medians	Parkways	Merchants Extended		
Irrigation operation inspection	D	D	D		
Remove plant flower stalks	M	M	M		
Fertilize with Tri-C humate	J	J	J		
Safety-prune plant material	M	M	M		
Remove weeds* (see below)	F	G	G		
Prune shrubs and ground covers	J	J	J		
Rake DG	H				
Rake non-DG areas (bark)		G	G		
Litter removal	D	D	D		
Rodent control	M	M	M		
Disease and pest control	M	M	M		
Clean signs and benches	H	H			
Clean walks, curbs, gutters, hardscape	G	G	G		
Clean basket strainer**		G			
Clean RCV filters**	G	G	G		
Empty and clean trash receptacles, replace liners		F			
Clean MV and flow sensor**		G			
Clean or sweep cobble	Q				
Check LV light operation	J				
Clean LV light lens with carnauba wax	K				
**perform task more often as necessary to keep them clean of algae, debris, and other					
*perform task in all areas at the minimum frequency indicated (more often if needed)					

ATTACHMENT 3: FREQUENCY SCHEDULE LEGEND

<u>FREQUENCY SCHEDULE LEGEND</u>	
A	Daily, before 10:00 a.m., 7 days per week
B	Daily, before 10:00 a.m., Monday through Friday
C	Daily, before close of business (5:00 p.m.), Monday through Friday
D	Weekly, before close of business (5:00 p.m.) on Friday
E	Three times weekly (Monday, Wednesday, Friday), before 10:00 a.m.
F	Bi-weekly (every 2 weeks)
G	Monthly (12 times per year, every month)
H	Bi-monthly (6 times per year, every two months)
I	Quarterly (4 times per year)
J	Semi-annually (2 times per year)
K	Annually (1 time per year)
L	Seasonal
M	As needed to maintain plant material health and/or public safety
N	As needed
O	October 1 to April 30, once monthly; May 1 to September 30, every 2 weeks; Except specified areas
P	Monthly, from May to October (6 times)
Q	October 1 to April 30 every other week; May 1 to September 30 weekly
R	October 1 to May 30, three times weekly (Monday, Wednesday, Friday), before 10:00 a.m.; June 1 to September 30, once a week

ATTACHMENT 4: AREA CALCULATIONS
LANDSCAPE MAINTENANCE AREA MAP
CL RRCR ROW

AREA CALCULATIONS:

Total Landscape Area: 137,631 square feet

Cobble Area: 8179 square feet

Stabilized Decomposed Granite Area: 10,380 square feet

Planted Area: 108,436 square feet

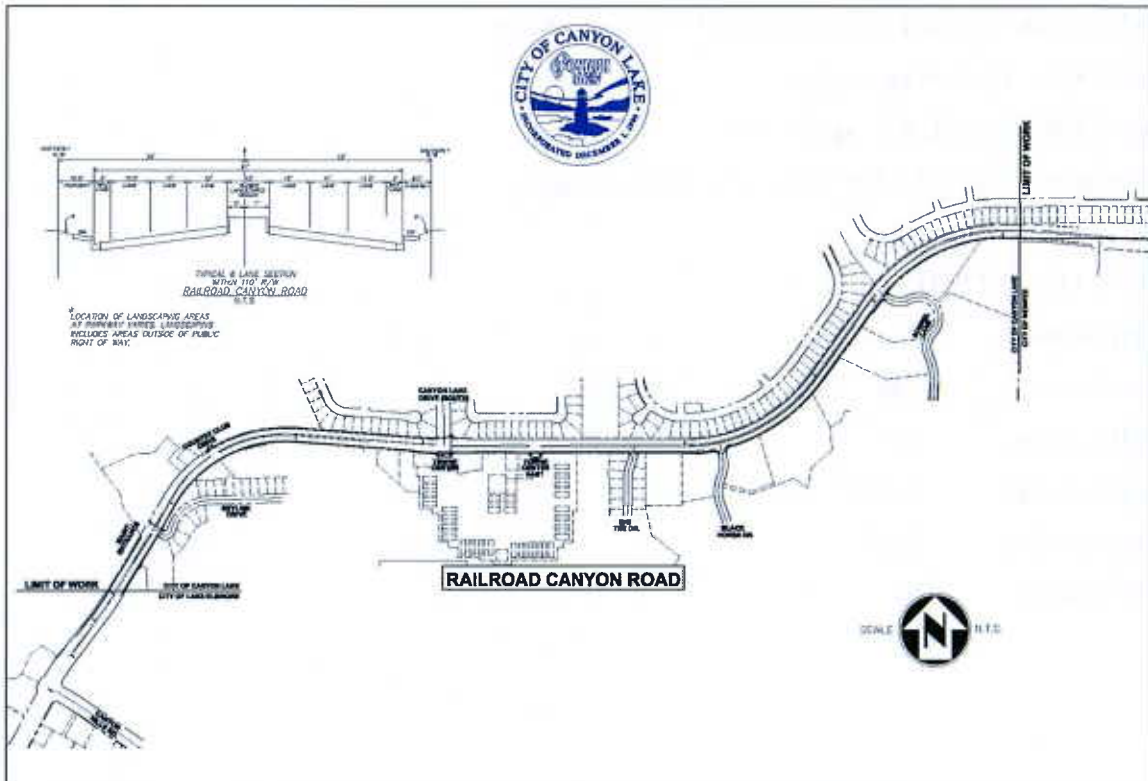
Bark Mulch Area: 83,632 square feet

Decomposed Granite Mulch Area: 36,439 square feet

PLANT QUANTITIES:

36" box trees:	1
24" box trees:	144
15 gallon trees:	30
5 gallon shrubs:	1,404
1 gallon shrubs:	9,930
5 gallon vines:	69

ATTACHMENT 4: AREA CALCULATIONS
LANDSCAPE MAINTENANCE AREA MAP
CL RRCR ROW



ATTACHMENT 5 RECLAIMED WATER ASSOCIATED DUTIES
LANDSCAPE MAINTENANCE AREA CL RRCR ROW

City of Canyon Lake Reclaimed Water and Irrigation System

The irrigation system is currently utilizing reclaimed water from EVMWD that is pumped into holding ponds and pulled out as needed to the streetscape. The ponds are shared with the Canyon Lake Golf Course. The system also utilizes an Amiad filter that is automatically flushed at the pump station, a secondary Yardney Basket strainer at the Master Valve/Flow Sensor location as well as individual Amiad disk filters at all 53 drip zones. The drip zones are designed with Bowsmith 2GPH emitters. The irrigation controller is a Rainbird ESP LXD 2 wire path controller with a total of 71 separate zones.

It is the responsibility of the contractor to maintain the following:

- Contractor shall inspect, clean and flush the all 53 Amiad disk filters a minimum of 1 time per month and as needed to keep free of excessive debris buildup and reduced flow. Contractor shall use a mixture of ¼ cup bleach to gallon of water to clean the filters.
- Contractor shall inspect and flush all lateral lines a minimum of 1 time every 3 months or as needed to reduce excessive debris buildup within the system.
- Contractor shall inspect and clean all Master Valve and Remote Control Valves a minimum of 1 time each month or as needed to keep the system fully functional.
- Logs shall be maintained to be reviewed by the City Representative upon request which show what days the valves, filters and lateral lines were inspected and cleaned according to the maintenance schedule.
- All irrigation systems and emitters shall be inspected regularly and continually to ensure optimum functionality and coverage of the system to reduce plant stress due to lack of water or overwatering.
- Contractor shall be responsible of maintaining the controller in a fully functional state using all the weather components and flow sensing capabilities.
- All irrigation shall be managed and maintained in such a way as to optimize plant health and vigorous growth.
- All irrigation shall be managed and maintained in such a way as to optimize plant health and vigorous growth.

AGREEMENT

This AGREEMENT is made and entered into this 2nd day of September, 2015, by and between City of Canyon Lake, California, hereafter called "OWNER" "CITY" or "AGENT" and Charles T. Andrews, Inc. DBA CTAI Pacific Greenscape, hereinafter called "CONTRACTOR".

WITNESSETH:

WHEREAS, on July 22, 2015, the City invited bids for landscape maintenance services for City-maintained properties per specifications; and

WHEREAS, pursuant to said invitation, Contractor submitted a proposal, which was accepted by City for said services.

NOW, THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties hereto agree as follows:

TERM. The term of this Agreement shall be from September 2, 2015 through September 2, 2016, or to such later date as may be agreed in writing between parties.

CITY'S OBLIGATIONS. For furnishing services, as specified in this Agreement, City will pay and Contractor shall receive in full compensation, therefore the total sum of \$62,400 as set forth in the Contract Documents and adopted by the City.

CONTRACTOR'S OBLIGATION. For, and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to furnish the services and to do everything required by this Agreement and the Specific Terms and Conditions.

HOLD HARMLESS AND INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless the City of Canyon Lake, its officials, officers, employees, representatives, and agents from and against all claims, lawsuits, liabilities, or damages of whatsoever nature arising out of our connection with, or relating in any manner to, any act or omission of Contractor, his agents, employees, and subcontractors and employees thereof in connection with the performance, or non-performance, of this agreement. The Contractor shall thoroughly investigate any and all claims and indemnify the City and do whatever is necessary to protect the City of Canyon Lake, its officials, officers, employees, agents, and representatives as to any such claims, lawsuits, liabilities, or damages.

AMENDMENTS. Any amendment, modification, or variation from the terms of this Agreements shall be in writing, signed by the Contractor and approved by the City Council of the City.

TERMINATION. If, during the term of this Agreement, City determines that Contractor is not faithfully abiding by any term or condition contained herein, City may notify Contractor in writing of such defect or failure to perform; which notice must give Contractor a three-day notice of time thereafter in which to perform said work or cure the deficiency. If Contractor fails to perform said

work or sure the deficiency within the three (3) days specified in the notice, such shall constitute a breach of this Agreement and City may terminate this Agreement immediately by written notice to Contractor to said effect. Thereafter, except as otherwise set forth herein, neither party shall have any further duties, obligations, responsibilities, nor rights under this Agreement except, however, any and all obligation of Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination hereof. In said event, Contractor shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. City reserves the right to delay any such payment until completion of confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall Contractor be entitled to receive in excess of the compensation quoted in its bid.

The City Council may terminate the contract with 30 days written notice for any reason.

INCORPORATED BY REFERENCE. The Notice Inviting Bids; Bid Terms and Conditions; Instructions to Bidders, General Terms and Conditions; Specific Terms and Conditions; Bid Submission Form(s), Addendum Nos. 0; Change Orders; additional or supplemental specifications, drawings, maps, or diagrams; and City-issued forms relating to this project, are hereby incorporated in and made a part of this Agreement.

COMPLETE AGREEMENT. This written Agreement, including all writings specifically incorporated herein by this reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

ANTI-DISCRIMINATION. In the performance of the terms of this Agreement, Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of any person because of the age, race, color, sex, national origin or ancestry, or religion of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

AUDIT. City shall have the option of inspecting and/or auditing all records and other written material used by Contractor in preparing its statements to City as a condition precedent to any payment to Contractor.

NOTICE. All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail, return receipt requested, addressed as follows:

Office of the City Clerk
City of Canyon Lake
31516 Railroad Canyon Rd
Canyon Lake, CA 92587

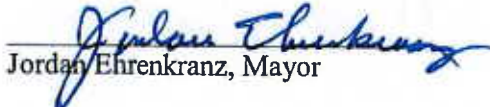
LITIGATION COSTS. In the event an action is filed by either party to enforce any rights or obligations under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, in addition to any other relief granted by the court.

AUTHORITY TO EXECUTE AGREEMENT. Both City and Contractor do warrant that each individual executing this Agreement on behalf of each party is a person duly authorized.

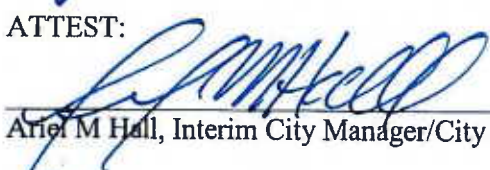
IN WITNESS WHEREOF, the parties hereto have cause this instrument to be executed the day and year first hereinabove written.

CITY OF CANYON LAKE

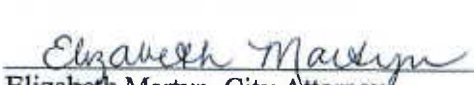
CONTRACTOR


Jordan Ehrenkranz, Mayor

ATTEST:


Ariel M Hall, Interim City Manager/City Clerk

APPROVED AS TO FORM:


Elizabeth Martyn, City Attorney

LITIGATION COSTS. In the event an action is filed by either party to enforce any rights or obligations under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, in addition to any other relief granted by the court.

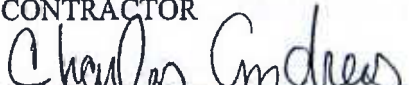
AUTHORITY TO EXECUTE AGREEMENT. Both City and Contractor do warrant that each individual executing this Agreement on behalf of each party is a person duly authorized.

IN WITNESS WHEREOF, the parties hereto have cause this instrument to be executed the day and year first hereinabove written.

CITY OF CANYON LAKE


Jordan Ehrenkranz, Mayor

CONTRACTOR


Charles Andrews

ATTEST:


Ariel M Hall, Interim City Manager/City Clerk

APPROVED AS TO FORM:


Elizabeth Martyn, City Attorney

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas the City of Canyon Lake has awarded to Charles T. Andrews Incorporated dba C T A I Pacific Greenscape hereinafter designated as "Principal", a contract for:

**LANDSCAPE MAINTENANCE AREA CL RRCR ROW
PROJECT NO. CL RRCR ROW
CONTRACT NO. 2015**

WHEREAS, said Principal is required under the terms of said contract to furnish a good and sufficient bond for the performance of said contract:

NOW THEREFORE, WE, Charles T. Andrews Incorporated dba C T A I Pacific Greenscape, the Principal, and State National Insurance Company, Inc. administered by: * as Surety, are held and firmly bound unto the City of Canyon Lake, hereinafter called City, in the penal sum of Sixty Two Thousand Four Hundred and 00/100ths Dollars (\$ 62,400.00), being 100% of the contract amount in lawful money of the United States of America for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

*Contractor Managing General Insurance Agency, Inc.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his executors, heirs, administrators, and successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants and agreements in the said contract and any alterations thereof made as herein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the contract or to the work or the specifications.

Should it become necessary for City to institute a lawsuit or any other legal proceeding to enforce the terms and conditions of this bond, then all costs of said proceeding, including attorneys' fees, shall be awarded to the prevailing party.

IN WITNESS WHEREOF, identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on this 15th day of September, 2015.

State National Insurance Company, Inc. administered by:
Contractor Managing General Insurance Agency, Inc.

SURETY

By: 

Stephanie Hope Shear, Attorney-In-Fact

Insurance Company and/or agent: Advantage Bonding Insurance Services, Inc.

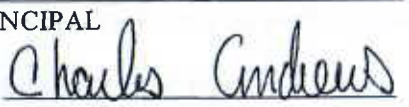
Address: 7177 Brockton Ave. #450

Riverside, CA 92506

Telephone Number: 951-289-7227

Charles T. Andrews Incorporated dba C T A I Pacific Greenscape

PRINCIPAL

By: 

Bond No: CDGP102410

State National Insurance Company, Inc. Administered by:
CONTRACTOR MANAGING GENERAL INSURANCE AGENCY, INC.

Premium: \$1,872.00

POWER OF ATTORNEY

KNOW BY ALL THESE PRESENTS That STATE NATIONAL INSURANCE COMPANY, INC. a corporation organized and existing under the laws of the State of Texas, having its principal office in Bedford, Texas does hereby constitute and appoint

Stephanie Hope Shear

(individually, jointly, or severally)

its true and lawful agent and attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds in an amount not to exceed:
Three Million and 00/100 Dollars (\$3,000,000)

and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The acknowledgement and execution of bond by said Attorney-in-Fact, shall be as binding upon STATE NATIONAL INSURANCE COMPANY, INC. as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

RESOLVED that the signature and date of any authorized officer and the seal of the Company may be affixed by facsimile or other electronic image to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature, date, and seal when so used shall have the same force and effect as though manually affixed.

This Power of Attorney shall remain in full force and effect until revoked by STATE NATIONAL INSURANCE COMPANY, INC. in a signed writing delivered to the foregoing Attorney-in-Fact.

IN WITNESS WHEREOF, STATE NATIONAL INSURANCE COMPANY, INC. has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 7th day of August, 2015.

STATE NATIONAL INSURANCE COMPANY, INC.


Terry L. Ledbetter, President

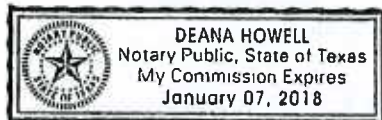

Trace Ledbetter, Secretary

STATE OF TEXAS
County of Tarrant

On this 7th day of August, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each of the herein described and authorized officer of STATE NATIONAL INSURANCE COMPANY, INC.; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand at Bedford, Texas the day and year above written.

[Notary Stamp]




Signature of Notary

I, the undersigned, Secretary of STATE NATIONAL INSURANCE COMPANY, INC., do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by STATE NATIONAL INSURANCE COMPANY, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto systematically set my hand and attested the seal of said Company this 15th day of September, 2015


Trace Ledbetter, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of LOS ANGELES)

On SEP 15 2015 before me, SHIRLEY GIGGLES, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared STEPHANIE HOPE SHEAR

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Canyon Lake (sometimes referred to hereinafter as "Obligee") has awarded to (hereinafter designated as "Contractor"), an agreement dated September 2, 2015 described as follows: **LANDSCAPE MAINTENANCE AREA CL RRCR ROW, PROJECT NO. CL RRCR ROW, CONTRACT NO. 2015**, (hereinafter referred to as the "Contract"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to Section 3247 of the California Civil Code;

NOW, THEREFORE, we, Charles T. Andrews Incorporated dba C T A I Pacific Greenscape, the undersigned Contractor, as Principal, and *, a corporation organized and existing under the laws of the State of Texas, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Canyon Lake and to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code, in the sum of Sixty Two Thousand Four Hundred and 00/100ths Dollars (\$ 62,400.00), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay for any materials, provisions or other supplies, implements, machinery or power used in, upon, for or about the performance of the Public Work contracted to be done, or to pay any person for any work or labor of any kind, or for bestowing skills or other necessary services thereon, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Contractor and his or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or Internal Revenue Service from the wages of employees of Contractor or his or its Subcontractors, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In addition to the provisions herein above, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond,

*State National Insurance Company, Inc. administered by:
Contractor Managing General Insurance Agency, Inc.

and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Specifications.

No final settlement between Obligee and Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Contractor and Surety agree that if Obligee is required to engage the services of an attorney in connection with the enforcement of the bond, each shall pay Obligee's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 15th day of September, 2015.

PRINCIPAL/Contractor:

Charles T. Andrews Incorporated dba C T A I Pacific Greenscape

(Typed Name of Contractor)

By: _____
(Signature)

(Typed Name and Title)

SURETY: State National Insurance Company, Inc. administered by:
Contractor Managing General Insurance Agency, Inc.

(Typed Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

Stephanie Hope Shear, Attorney-In-Fact

(Typed Name of Attorney-in-Fact)

The rate of premium on this bond is \$ 30.00 per thousand.

The total amount of premium charged: \$ 1,872.00

(the above must be filled in by corporate surety).

IMPORTANT: Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:
State National Insurance Company, Inc. administered by:
Contractor Managing General Insurance Agency, Inc.

20335 Ventura Blvd. Suite 426 Woodland Hills, CA 91364 866-363-2642

(Name, Address and Telephone No. of Surety)

Advantage Bonding Insurance Services, Inc.

7177 Brockton Ave. #450 Riverside CA 92506 951-683-4508

(Name, Address and Telephone No. of agent or representative for service of process in California if different from above)

Bond No: CDGP102410

State National Insurance Company, Inc. Administered by:
CONTRACTOR MANAGING GENERAL INSURANCE AGENCY, INC.

Premium: \$1,872.00

POWER OF ATTORNEY

KNOW BY ALL THESE PRESENTS That STATE NATIONAL INSURANCE COMPANY, INC. a corporation organized and existing under the laws of the State of Texas, having its principal office in Bedford, Texas does hereby constitute and appoint

Stephanie Hope Shear

(individually, jointly, or severally)

its true and lawful agent and attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds in an amount not to exceed:
Three Million and 00/100 Dollars (\$3,000,000)

and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The acknowledgement and execution of bond by said Attorney-in-Fact, shall be as binding upon STATE NATIONAL INSURANCE COMPANY, INC. as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

RESOLVED that the signature and date of any authorized officer and the seal of the Company may be affixed by facsimile or other electronic image to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature, date, and seal when so used shall have the same force and effect as though manually affixed.

This Power of Attorney shall remain in full force and effect until revoked by STATE NATIONAL INSURANCE COMPANY, INC. in a signed writing delivered to the foregoing Attorney-in-Fact.

IN WITNESS WHEREOF, STATE NATIONAL INSURANCE COMPANY, INC. has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 7th day of August, 2015.

STATE NATIONAL INSURANCE COMPANY, INC.


Terry L. Ledbetter, President

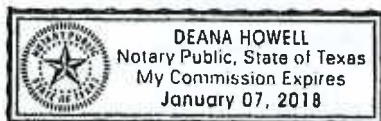

Trace Ledbetter, Secretary

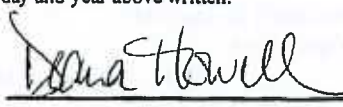
STATE OF TEXAS
County of Tarrant

On this 7th day of August, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each of the herein described and authorized officer of STATE NATIONAL INSURANCE COMPANY, INC.; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand at Bedford, Texas the day and year above written.

[Notary Stamp]




Signature of Notary

I, the undersigned, Secretary of STATE NATIONAL INSURANCE COMPANY, INC., do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by STATE NATIONAL INSURANCE COMPANY, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto systematically set my hand and attested the seal of said Company this 15th day of September, 2015


Trace Ledbetter, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)
On SEP 15 2015 before me, SHIRLEY GIGGLES, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared STEPHANIE HOPE SHEAR
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

AMENDMENT TO AGREEMENT

This Amendment to the Agreement is made and entered into this 3RD day of JUNE, 2016, by and between City of Canyon Lake, California, hereafter called "OWNER" "CITY" or "AGENT" and Charles T. Andrews, Inc., DBA CTAI Pacific Greenscape, hereinafter called "CONTRACTOR".

WITNESSETH:

WHEREAS, on June 2, 2016, the City REQUESTED ADDITIONAL WORK for landscape maintenance services for the City maintained fire station on leased from the Property Owners Association; and

WHEREAS, pursuant to said request, Contractor submitted a proposal, which was accepted by City for said services.

NOW, THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties hereto agree as follows:

TERM. The term of this Amendment to the Agreement shall be from June 3, 2016 through September 2, 2016, running concurrently with the Agreement, dated September 3rd, 2015 to September 3rd, 2016, or to such later date as may be agreed in writing between parties.

CITY'S OBLIGATIONS. For furnishing services, as specified in this Amendment to the Agreement, City will pay and Contractor shall receive in full compensation, therefore the total sum of \$250 monthly, as set forth in the Contract Documents and adopted by the City.

CONTRACTOR'S OBLIGATION. For, and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to furnish the services and to do everything required by this Amendment to the Agreement and the Specific Terms and Conditions.

HOLD HARMLESS AND INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless the City of Canyon Lake, its officials, officers, employees, representatives, and agents from and against all claims, lawsuits, liabilities, or damages of whatsoever nature arising out of our connection with, or relating in any manner to, any act or omission of Contractor, his agents, employees, and subcontractors and employees thereof in connection with the performance, or non-performance, of this Amendment to the agreement. The Contractor shall thoroughly investigate any and all claims and indemnify the City and do whatever is necessary to protect the City of Canyon Lake, its officials, officers, employees, agents, and representatives as to any such claims, lawsuits, liabilities, or damages.

AMENDMENTS. Any amendment, modification, or variation from the terms of this Amendment to the Agreement shall be in writing, signed by the Contractor and approved by the City Council of the City.

TERMINATION. If, during the term of this Amendment to the Agreement, City determines that Contractor is not faithfully abiding by any term or condition contained herein, City may notify Contractor in writing of such defect or failure to perform; which notice must give Contractor a three-day notice of time thereafter in which to perform said work or cure the deficiency. If Contractor fails to perform said work or cure the deficiency within the three (3) days specified in the notice, such shall constitute a breach of this Amendment to the Agreement and City may terminate this Agreement immediately by written notice to Contractor to said effect. Thereafter, except as otherwise set forth herein, neither party shall have any further duties, obligations, responsibilities, nor rights under this Amendment to the Agreement except, however, any and all obligation of Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination hereof. In said event, Contractor shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. City reserves the right to delay any such payment until completion of confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall Contractor be entitled to receive in excess of the compensation quoted in its bid.

The City Council may terminate the contract with 30 days written notice for any reason.

INCORPORATED BY REFERENCE. The Notice Inviting Bids; Bid Terms and Conditions; Instructions to Bidders, General Terms and Conditions; Specific Terms and Conditions; Bid Submission Form(s), Addendum Nos. 0; Change Orders; additional or supplemental specifications, drawings, maps, or diagrams; and City-issued forms relating to this project, are hereby incorporated in and made a part of this Amendment to the Agreement.

COMPLETE AGREEMENT. This written Amendment to the Agreement, including all writings specifically incorporated herein by this reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

ANTI-DISCRIMINATION. In the performance of the terms of this Amendment to the Agreement, Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of any person because of the age, race, color, sex, national origin or ancestry, or religion of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

AUDIT. City shall have the option of inspecting and/or auditing all records and other written material used by Contractor in preparing its statements to City as a condition precedent to any payment to Contractor.

NOTICE. All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail, return receipt requested, addressed as follows:
Office of the City Clerk
City of Canyon Lake
31516 Railroad Canyon Rd
Canyon Lake, CA 92587

LITIGATION COSTS. In the event an action is filed by either party to enforce any rights or obligations under this Amendment to the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, in addition to any other relief granted by the court.

AUTHORITY TO EXECUTE AGREEMENT. Both City and Contractor do warrant that each individual executing this Amendment to the Agreement on behalf of each party is a person duly authorized.

IN WITNESS WHEREOF, the parties hereto have cause this instrument to be executed the day and year first hereinabove written.

CITY OF CANYON LAKE

CONTRACTOR

Aaron Palmer, City Manager

CTAI Pacific Greenscape

ATTEST:

APPROVED AS TO FORM:

Ariel Hall, City Clerk

Elizabeth Martyn, City Attorney

C27/C61/D49 LIC. # 79437
QL 39658
CTAI PACIFIC GREENSCAPE
 LANDSCAPE SERVICE
 23520 Kettle Road
 Murrieta CA 92562
 Office (951) 696-2277
 Fax (951) 461-0760
 email ctai@me.com



Proposal

DATE: 5/31/16

To: Margret Monson

REFERENCE: Canyon Lake Fire Station

WORK DESCRIPTION: Weed abatement and weekly landscape maintenance service

ITEM #	DESCRIPTION	PRICE
	Weed abatement (softscape + hardscape) and maintenance of flower beds and existing landscape	\$250.00
TOTAL:		\$250.00

**City of Canyon Lake
City Council
Staff Report**

Item 10.3

TO: Honorable Mayor and Members of the City Council

FROM: Aaron Palmer, City Manager

BY: Mike Borja, Administrative Services Manager

DATE: September 7, 2016

SUBJECT: City's Entryway Monument Project

Recommendation

It is recommended that the City Council approve the new design/style and vendor for the City's Entryway Monument Project.

Background

At the March 2, 2016 City Council meeting, Council requested that Staff follow-up with Wooden Apple Signs. Staff had informed Council the following:

- The signs have a 1 year warranty,
- There is no sealer applied to the sign,
- Simple maintenance of washing off the sign with water will add years to the life of the sign,
- They can supply the posts, but they state that the shipping will be very expensive, so suggesting we purchase our own.

Staff is now recommending using a local vendor in Temecula called Fastsigns Inc. The company has been around for many years, with hundreds of locations throughout the country, making them experts in commercial and industrial signage. Fastsigns does not recommend wood signs for various reasons, more specifically because of the climate we have here in Canyon Lake. In today's standard, polystyrene signs are used because of the lightweight, durability, and low cost. In addition, installation is very inexpensive as well.

Budget (or Fiscal) Impact

The fiscal impact will be based on the vendor/design chosen. For two entryway monument signs, the estimated costs are between \$11,000.00 and \$13,000.00 each. Council had originally budgeted \$30,000.00 for this project in FY15/16, which was

carried over to FY16/17 (Acct# 8102, Operations & Maintenance Costs, Budget Summary FY16/17).

Attachments

A. Presentation