



CITY OF CANYON LAKE

City Hall

31516 Railroad Canyon Road

Canyon Lake, CA 92587

Website: www.cityofcanyonlake.org

Mayor Jordan Ehrenkranz
Mayor Pro Tem Kasey Castillo

Council Members:

Randy Bonner

Larry Greene

Jeremy Smith

City Manager Chris Mann

City Attorney Steven Graham

City Clerk Ana V. Sauseda, CMC

AGENDA

Regular Meeting of the Canyon Lake City Council

Wednesday, July 8, 2020

Closed Session 5:00 P.M. – City Hall Administration Office – 31526 Railroad Canyon Road, Suite 5

Open Session 6:30 P.M. – City Hall Council Chamber – 31516 Railroad Canyon Road

SPECIAL NOTICE – COVID-19 RELATED PROCEDURES IN EFFECT

Pursuant to Paragraph 3 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020, as a response to mitigating the spread of Coronavirus (COVID-19), this regular meeting of the City Council of the City of Canyon Lake will allow Councilmembers to attend the City Council meeting telephonically from remote locations without requiring notice of or public access to those locations. The City Council Chamber will be closed to the public. Members of the public may observe the City Council meeting by selecting the Live Stream icon on the main page: www.cityofcanyonlake.org, the **City's Facebook page**, **Time Warner/Spectrum Channel 29**, or on FIOS/Frontier Channel 39.

In a further effort to allow for social distancing, members of the public may comment electronically by sending an email with their comment to PublicComment@cityofcanyonlake.com. The City Clerk will read these public comment submissions into the record during the "Public Comments" portion of the agenda.

If any member of the public has a disability and desires to request a modification or accommodation of the above procedures, please contact the City Clerk at least 24 hours prior to the meeting at 951-244-8547 or by email at asauseda@cityofcanyonlake.com.

CLOSED SESSION – 5:00 P.M.

CLOSED SESSION CALLED TO ORDER

ROLL CALL

PUBLIC COMMENT

LIMIT 3 MINUTES

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 submit their comment electronically by sending an email to PublicComment@cityofcanyonlake.com. If you are commenting on an item on the Consent Calendar or on items not on the agenda, the City Clerk will read these public comment submissions into the record during the "Public Comments" portion of the agenda. Public comments submitted through email should (A) be no longer than 250 words; (B) include their name and agenda item number.

- A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 - 2 cases
- B. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION – Pursuant to paragraph (4) of subdivision (d) of Section 54956.9 – 1 case
- C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to Section 54956.8
 Property: APN 349-290-008
 Agency Negotiator: City Manager
 Negotiating Parties: Jim Kipp
 Under Negotiation: Price and Terms of Payment

OPEN SESSION - 6:30 P.M.

OPEN SESSION CALLED TO ORDER

INVOCATION Pastor Dave Dick, Canyon Lake Community Church

FLAG SALUTE

ROLL CALL

CLOSED SESSION REPORT

APPROVAL OF CITY COUNCIL AGENDA

CEREMONIAL MATTERS *Presentations, Awards, Proclamations*

- Presentation to the Riverside County Sheriff's Department Perris Station

COMMUNITY REPORTS

- Elsinore Valley Municipal Water District Update from Director Darcy Burke
- Canyon Lake Property Owners Association Update from President Chris Polland

PUBLIC SAFETY UPDATE

- ❖ Sheriff
- ❖ Fire
- ❖ Special/Code Enforcement

PUBLIC COMMENT

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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.

- (1) Waive Full Reading, Read all Ordinances by Title Only
- (2) Resolution - Adoption of Resolution No. 2020-32, Approving Claims and Demands of the City
- (3) Minutes - Approval of City Council Minutes
 - June 3, 2020 – Regular City Council Meeting
- (4) Second Reading of Ordinance No. 198 - An Ordinance of the City Council of the City of Canyon Lake, California, Changing the Name of Special Enforcement Department to Code Enforcement Department; Updating References Throughout the Canyon Lake Municipal Code; And Authorizing the City Manager to Make Changes to All City Documents Necessary to Reflect the Name Change
- (5) Resolution - Adoption of Resolution No. 2020-33, A Resolution of The City Council of The City of Canyon Lake, California, Authorizing Participation in the County of **Riverside's Urban County** Program for Fiscal Years 2021-22, 2022-23, and 2023-24
- (6) Resolution - Adoption of Resolution No. 2020-34, A Resolution of The City Council of The City of Canyon Lake, California, Ratifying the Lease Agreement Between the City and AMP Global LLC for the Office Space Located at 31526 Railroad Canyon Road, Suite 4, and Authorizing a Budget Adjustment in the Amount of \$7,000 for FY 2020-21

PULLED CONSENT CALENDAR ITEMS:

BUSINESS ITEMS

- (7) Agreement - Award of Landscape and Irrigation Maintenance Agreement with CTAI Pacific Greenscape for Railroad Canyon Road
- (8) Agreement - Adoption of Extended Agreement Between Animal Friends of the Valleys, Inc. and the City of Canyon Lake
- (9) Ordinance – Adoption of Urgency Ordinance No. 199, An Urgency Ordinance of The City Council of The City of Canyon Lake, California, Amending Section 5.22.070 of the Canyon Lake Municipal Code Regarding Single Family Residential Rental Inspections
- (10) Ordinance - Introduction and First Reading of Ordinance No. 200, An Ordinance of the City Council of the City of Canyon Lake, California, Adding Chapter 5.25 to the Canyon Lake Municipal Code Regarding Short-Term Rentals
- (11) Discussion – Sign Ordinance Discussion

CITY MANAGER COMMENTS

COMMITTEE AND COUNCIL REPORTS/COMMENTS

ANNOUNCEMENTS

The next regular meeting will be Wednesday, August 5, 2020 at 5:00 for Closed Session & 6:30 p.m. for Open Session

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:

During this period of social distancing, supporting documents, including staff reports, are available for review 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 electronically, by contacting the City Clerk's Office. It is the intention of the City of Canyon Lake to comply with the Americans with Disabilities Act (ADA) in all respects. If any member of the public has a disability and desires to request a modification or accommodation of the above procedures related to COVID-19, please contact the City Clerk at least 24 hours prior to the meeting at 951-244-8547 or by email at asauseda@cityofcanyonlake.com.

July 8, 2020 City Council Meeting

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

I, Ana V. Sauseda, being duly sworn, depose and say that I am the duly appointed and qualified City Clerk of the City of Canyon Lake and that on July 1, 2020 before the hour of 5:00 p.m., I caused the above notice to be posted as required by Resolution 2019-42 of the City Council of the City of Canyon Lake.

Ana V. Sauseda, CMC
City Clerk



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Kayla Lozano, Accountant

DATE: July 8, 2020

SUBJECT: Adoption of Resolution No. 2020-32, Allowing Certain Claims and Demands as Set Forth in Exhibit A

Recommendation

That the City Council adopt Resolution No. 2020-32, 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 June 3, 2020.

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

1. Resolution No. 2020-32
2. List of Demands

ATTACHMENT 1

RESOLUTION NO. 2020-32

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 July 8th, in the amount of \$974,684.90 as follows:

Payroll Earnings (Gross)	\$ 60,200.02	(2nd Half of May & 1st Half of June)
Payroll Taxes - Employer	1,134.90	(2nd Half of May & 1st Half of June)
On-line Retirement	7,261.73	(2nd Half of May & 1st Half of June)
On-line Health	2,612.16	(For the Month of June)
Nationwide Deferred Comp.	375.98	(For the Month of May)
General	903,100.11	
TOTAL	<u>\$ 974,684.90</u>	

PASSED, APPROVED AND ADOPTED this 8th day of July, 2020.

ATTEST:

Jordan Ehrenkranz
Mayor

Ana V. Sauseda, CMC
City Clerk

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

I, Ana V. Sauseda, 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. 2020-32 adopted by the City Council of the City of Canyon Lake, California, at a regular meeting thereof, held on July 8, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Ana V. Sauseda, CMC
City Clerk

ATTACHMENT 2

Claims and Demands

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 6/1/2020 Through 6/30/2020

Check Number	Matching Docume... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
25883	6/3/2020	Abila	Cloud Migration, Database Setup & Monthly Subscription, 6/2	769.10	10	GENERAL
Total 25883	6/3/2020			769.10		
25884	6/3/2020	All Signs Graphics and Designs	Install City Military Banners on Poles (11 Banners), 5/26/20	820.00	10	GENERAL
Total 25884	6/3/2020			820.00		
25885	6/3/2020	AMP GLOBAL LLC	Rent for Admin Bldg. for the month of July 2020	2,678.00	10	GENERAL
Total 25885	6/3/2020			2,678.00		
25886	6/3/2020	Anderson Chevrolet	Replaced Passenger & Driver Mirrors on GMC Sierra 1500, 6/1	1,564.39	10	GENERAL
Total 25886	6/3/2020			1,564.39		
25887	6/3/2020	Bill Blankenship	Economic Development Consulting June 11 - June 30, 2020	1,000.00	10	GENERAL
25887	6/3/2020	Bill Blankenship	Economic Development Consulting May 11 - June 10, 2020	1,500.00	10	GENERAL
Total 25887	6/3/2020			2,500.00		
25888	6/3/2020	Randall Bonner	Auto Allowance for the month of June - Bonner	100.00	10	GENERAL
Total 25888	6/3/2020			100.00		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 6/1/2020 Through 6/30/2020

Check Number	Matching Docume... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
25889	6/3/2020	CANYON LAKE PEST CONTROL, Steven E. Young	Monthly Pest Control for Fire Station, May 2020	40.00	10	GENERAL
25889	6/3/2020	CANYON LAKE PEST CONTROL, Steven E. Young	Quarterly Pest Control P.O. #10-016, 5/8/2020	90.00	10	GENERAL
Total 25889	6/3/2020			130.00		
25890	6/3/2020	Control Pump	Monthly Landscape Booster Station, May 2020	375.00	20	GAS TAX
Total 25890	6/3/2020			375.00		
25891	6/3/2020	Corelogic Information Solutions, INC.	Database for Code Enforcement May 2020	128.75	10	GENERAL
25891	6/3/2020	Corelogic Information Solutions, INC.	Database for Code Enforcement Reports, May 2020	46.35	10	GENERAL
Total 25891	6/3/2020			175.10		
25892	6/3/2020	DATA TICKET	Citation Processing, Code Enforcement April 2020	100.00	10	GENERAL
25892	6/3/2020	DATA TICKET	Parking Citations, April 2020	228.00	10	GENERAL
Total 25892	6/3/2020			328.00		
25893	6/3/2020	Jordan Ehrenkranz	Auto Allowance for the month of June - Ehrenkranz	100.00	10	GENERAL
Total 25893	6/3/2020			100.00		
25894	6/3/2020	Fast Signs	ADA Counter Sneeze Guards for City Hall, 6/3/20	1,502.79	10	GENERAL
25894	6/3/2020	Fast Signs	Covid 19 Signage for City Hall & Installation, 6/3/20	1,307.85	10	GENERAL
Total 25894	6/3/2020			2,810.64		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 6/1/2020 Through 6/30/2020

Check Number	Matching Docume... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
25895	6/3/2020	HINDERLITER, DE LLAMAS & ASSOC	Cannabis Management Program April 2020 Services	4,375.00	10	GENERAL
Total 25895	6/3/2020			4,375.00		
25896	6/3/2020	Jeremy Smith	Auto Allowance for the month of June - Smith	100.00	10	GENERAL
Total 25896	6/3/2020			100.00		
25897	6/3/2020	Kasey Castillo	Auto Allowance for the month of June - Castillo	100.00	10	GENERAL
Total 25897	6/3/2020			100.00		
25898	6/3/2020	Larry Greene	Auto Allowance for the month of June - Greene	100.00	10	GENERAL
Total 25898	6/3/2020			100.00		
25899	6/3/2020	League of California Cities	Riv. Co. Division Mtg. for CM, CC & Council; 3/9/20	160.00	10	GENERAL
Total 25899	6/3/2020			160.00		
25900	6/3/2020	Massive Audio Video	Labor and Installation for TV in Council Chambers (PEG),5/28	1,011.56	27	MISC GRANT
Total 25900	6/3/2020			1,011.56		
25901	6/3/2020	Neil Safai	Refund Plot Plan Deposit Balance for 23011 Gray Fox Dr., 6/1	955.25	10	GENERAL
Total 25901	6/3/2020			955.25		
25902	6/3/2020	PV Maintenance Inc.	Remove Debris on Railroad Cyn Rd. May 2020	282.70	20	GAS TAX

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 6/1/2020 Through 6/30/2020

Check Number	Matching Docume... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 25902	6/3/2020			282.70		
25903	6/3/2020	PZL, Inc.	Planning Services for May 2020	5,550.00	10	GENERAL
Total 25903	6/3/2020			5,550.00		
25904	6/3/2020	Rogers, Anderson, Malody & Scott, LLP	Accounting Services for the Month of April 2020	6,700.00	10	GENERAL
Total 25904	6/3/2020			6,700.00		
25905	6/3/2020	RIV. CO. SHERIFF'S DEPT., Acctg & Fin	Sheriff's Contract Law 3/26/20 to 4/22/20	140,094.48	10	GENERAL
Total 25905	6/3/2020			140,094.48		
25906	6/3/2020	David & Kimberly Robinson	Refund for Overpayment of Rental Inspection Fees, 5/28	7.50	10	GENERAL
Total 25906	6/3/2020			7.50		
25907	6/3/2020	Round Up Jr. Mart	City Vehicle Fuel January - April 2020 (1/5/20-4/26/20)	1,635.02	10	GENERAL
Total 25907	6/3/2020			1,635.02		
25908	6/3/2020	Time Warner Cable	Digital Converter for City Hall, 5/22/20 to 6/21/20	5.25	10	GENERAL
Total 25908	6/3/2020			5.25		
25909	6/3/2020	Toshiba Financial Services	Monthly Copier Lease for Admin & City Hall, 6/10/20	799.31	10	GENERAL
Total 25909	6/3/2020			799.31		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 6/1/2020 Through 6/30/2020

Check Number	Matching Docume... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
25910	6/3/2020	Toshiba America Business Solutions	Ccopier ecoSmart Recycle Program Kit, 5/11/20	52.80	10	GENERAL
Total 25910	6/3/2020			52.80		
25911	6/18/2020	Aflac	Supplemental Insurance for June 2020	432.82	10	GENERAL
Total 25911	6/18/2020			432.82		
25912	6/18/2020	Center Against Sexual Assault	Deomestic Violence Forensic Exam (Perris Station), 5/27/20	800.00	10	GENERAL
25912	6/18/2020	Center Against Sexual Assault	Domestic Violence Forensic Exam, 6/3/20	800.00	10	GENERAL
25912	6/18/2020	Center Against Sexual Assault	Follow Up Exam RSO, 5/27/20	300.00	10	GENERAL
Total 25912	6/18/2020			1,900.00		
25913	6/18/2020	Cole Huber LLP	Attorney Services for May 2020	5,000.00	10	GENERAL
25913	6/18/2020	Cole Huber LLP	Attorney Services for May 2020 (Covid-19)	220.00	10	GENERAL
Total 25913	6/18/2020			5,220.00		
25914	6/18/2020	Control Pump	Valve Maintenance at Landscape Booster Station, 6/11/20	444.00	20	GAS TAX
Total 25914	6/18/2020			444.00		
25915	6/18/2020	CR&R	Refuse FY 19-20 Secured SS2, 6/1/20	600,987.06	50	AGENCY
Total 25915	6/18/2020			600,987.06		
25916	6/18/2020	DATA TICKET	Citation Processing, Code Enforcement May 2020	418.00	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 6/1/2020 Through 6/30/2020

Check Number	Matching Docume... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
25916	6/18/2020	DATA TICKET	Parking Citations, May 2020	129.65	10	GENERAL
Total 25916	6/18/2020			547.65		
25917	6/18/2020	DIRECTV	Satellite for Fire Station, 6/12/20 to 7/11/20	112.09	10	GENERAL
Total 25917	6/18/2020			112.09		
25918	6/18/2020	Embroidery & More	Chest Logo Printed on Shirt for Sun, 4/24/20	19.40	10	GENERAL
25918	6/18/2020	Embroidery & More	Chest Logo Printed on Shirt for Sun, 4/28/20	19.40	10	GENERAL
25918	6/18/2020	Embroidery & More	Shirts with City Logo for Borja & Ferrari, 5/1/20	191.26	10	GENERAL
Total 25918	6/18/2020			230.06		
25919	6/18/2020	Emergency Services Consulting International	Feasibility Study Monthly Progress Invoice, 5/31/20	3,200.00	10	GENERAL
Total 25919	6/18/2020			3,200.00		
25920	6/18/2020	FRIDAY FLYER	Intro Ordinance No. 198 Changes of Dept. Names, 6/12/20	33.60	10	GENERAL
Total 25920	6/18/2020			33.60		
25921	6/18/2020	Frontier Communications	Internet for City Hall, 6/10/20 to 7/9/20	201.06	10	GENERAL
Total 25921	6/18/2020			201.06		
25922	6/18/2020	NANCY GREENHALGH	Retiree Health Insurance for July 2020	188.03	10	GENERAL
Total 25922	6/18/2020			188.03		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 6/1/2020 Through 6/30/2020

Check Number	Matching Docume... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
25923	6/18/2020	Hamby's Backflow Service	Testing of 1 Backflow Prevention Device, 6/4/20	50.00	10	GENERAL
Total 25923	6/18/2020			50.00		
25924	6/18/2020	Joe's Hardware	Ant & Roach Killer for Fire Station 60, 6/8/20	5.11	10	GENERAL
Total 25924	6/18/2020			5.11		
25925	6/18/2020	Johnson Controls Security Solutions	Security System for City Hall July to September 2020	256.60	10	GENERAL
Total 25925	6/18/2020			256.60		
25926	6/18/2020	Nate Volk	Video Broadcast Mtg. for 6/3/20	500.00	10	GENERAL
Total 25926	6/18/2020			500.00		
25927	6/18/2020	JOHN REGUS	Library Lease for August 2020	1,106.86	10	GENERAL
Total 25927	6/18/2020			1,106.86		
25928	6/18/2020	Right Stop Restoration	Boarded Up Residential Home 22663 Buttercup, 5/29/20	773.81	10	GENERAL
Total 25928	6/18/2020			773.81		
25929	6/18/2020	RIV. CO. SHERIFF'S DEPT., Acctg & Fin	Contract Law Enforcement Facility Expenses FY 19/20	53,098.00	10	GENERAL
Total 25929	6/18/2020			53,098.00		
25930	6/18/2020	RIV. CO. SHERIFF'S DEPT., Acctg & Fin	Sheriff's Contract Law Enforcement FY 19/20 Adjustment	40,136.57	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 6/1/2020 Through 6/30/2020

Check Number	Matching Docume... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 25930	6/18/2020			40,136.57		
25931	6/18/2020	Special District Risk Management Authority	Dental/Vision Ins.Ecclefield, Mann, Sauseda, Ferrari July 20	363.23	10	GENERAL
Total 25931	6/18/2020			363.23		
25932	6/18/2020	STATE COMP. INS. FUND	Workers Comp Premium Annual 6/4/20	398.90	10	GENERAL
Total 25932	6/18/2020			398.90		
25933	6/18/2020	STATE COMP. INS. FUND	Workers Comp Insurance for July 2020	971.33	10	GENERAL
Total 25933	6/18/2020			971.33		
25934	6/18/2020	Syntech Group	Onsite Workstation Setups, 2/28/20	750.00	10	GENERAL
Total 25934	6/18/2020			750.00		
25935	6/18/2020	TRI LAKE CONSULTANTS, INC.	SB-1 Project & Expenditure Reporting April 2020	140.00	20	GAS TAX
Total 25935	6/18/2020			140.00		
25936	6/18/2020	TRI LAKE CONSULTANTS, INC.	Engineering Services April 2020 Lot Line Adj. & Measure A	1,260.00	10	GENERAL
Total 25936	6/18/2020			1,260.00		
25937	6/18/2020	U. S. Bank	Supplies Reg. & Covid-19, TV for Chambers, Podium, etc. 6/8	7,367.94	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 6/1/2020 Through 6/30/2020

Check Number	Matching Docume... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
25937	6/18/2020	U. S. Bank	Supplies Reg. & Covid-19, TV for Chambers, Podium, etc. 6/8	867.99	27	MISC GRANT
Total 25937	6/18/2020			8,235.93		
25938	6/18/2020	Verizon Wireless	Cell Phones, 5/4/20 to 6/3/20	230.01	10	GENERAL
25938	6/18/2020	Verizon Wireless	iPads, 5/4/20 to 6/3/20	167.10	10	GENERAL
Total 25938	6/18/2020			397.11		
25939	6/18/2020	WRCOG	FY 19/20 Solid Waste Cooperation Dues (AB939)	2,718.97	10	GENERAL
Total 25939	6/18/2020			2,718.97		
EFT157		SOUTHERN CALIFORNIA EDISON	Electricity for Traffic Signals 4/21/20 to 5/21/20	47.61	20	GAS TAX
Total EFT157				47.61		
EFT158		SOUTHERN CALIFORNIA EDISON	Electricity for City Hall Admin 4/20/20 to 5/20/20	165.74	10	GENERAL
Total EFT158				165.74		
EFT159		SOUTHERN CALIFORNIA EDISON	Electricity for Traffic Signals 4/28/20 to 5/29/20	299.50	20	GAS TAX
Total EFT159				299.50		
EFT160		SOUTHERN CALIFORNIA EDISON	Electricity for Pump Station 4/8/20 to 5/8/20	152.22	20	GAS TAX
Total EFT160				152.22		
EFT161		SOUTHERN CALIFORNIA EDISON	Electricity for Traffic Signals 4/20/20 to 5/20/20	7.90	20	GAS TAX

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 6/1/2020 Through 6/30/2020

Check Number	Matching Docume... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total EFT161				7.90		
EFT162		SOUTHERN CALIFORNIA EDISON	Electricity for Traffic Signals 4/14/20 to 5/14/20	179.19	20	GAS TAX
Total EFT162				179.19		
EFT163		SOUTHERN CALIFORNIA EDISON	Electricity for City Hall 4/14/20 to 5/14/20	633.05	10	GENERAL
Total EFT163				633.05		
EFT164		SOUTHERN CALIFORNIA EDISON	Electricity for Fire Station 4/14/20 to 5/14/20	379.77	10	GENERAL
Total EFT164				379.77		
EFT165		Sparkletts	Drinking Water for City Hall & Admin May 2020	124.24	10	GENERAL
Total EFT165				124.24		
EFT166		ELSINORE VALLEY MUNI WATER DIS	Water for Irrigation 4/28/20 to 5/29/20	983.66	20	GAS TAX
Total EFT166				983.66		
EFT167		ELSINORE VALLEY MUNI WATER DIS	Water for City Hall 4/25/20 to 5/26/20	102.60	10	GENERAL
Total EFT167				102.60		
EFT168		ELSINORE VALLEY MUNI WATER DIS	Water for Fire Station 4/28/20 to 5/29/20	420.93	10	GENERAL
Total EFT168				420.93		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 6/1/2020 Through 6/30/2020

Check Number	Matching Docume... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
EFT169		SOUTHERN CALIFORNIA EDISON	Electricity for Rental (A-D & STE. 1) 3/26/20 to 6/15/20	241.27	60	ENTERPR... FUND
Total EFT169				241.27		
EFT170		SOUTHERN CALIFORNIA EDISON	Electricity for Rental (STE. B) 3/26/20 to 5/14/20	55.47	60	ENTERPR... FUND
Total EFT170				55.47		
EFT171		SOUTHERN CALIFORNIA EDISON	Electricity for Rental (A) 3/26/20 to 6/15/20	157.04	60	ENTERPR... FUND
Total EFT171				157.04		
EFT172		SOUTHERN CALIFORNIA EDISON	Electricity for Rental (D) 3/26/20 to 6/15/20	144.52	60	ENTERPR... FUND
Total EFT172				144.52		
EFT173		SOUTHERN CALIFORNIA EDISON	Electricity for Rental (HM) 3/26/20 to 5/14/20	67.51	60	ENTERPR... FUND
Total EFT173				67.51		
Report Total				903,100.11		

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

Vendor ID	Invoice Description	Cash Required
ABILA	Cloud Migration, Database Setup & Monthly Subscription, 6/2	769.10
All Signs	Install City Military Banners on Poles (11 Banners), 5/26/20	820.00
AMP	Rent for Admin Bldg. for the month of July 2020	2,678.00
Anderson Chevrolet	Replaced Passenger & Driver Mirrors on GMC Sierra 1500, 6/1	1,564.39
Bill Blankenship	Economic Development Consulting May 11 - June 10, 2020	1,500.00
	Economic Development Consulting June 11 - June 30, 2020	1,000.00
Bonner	Auto Allowance for the month of June - Bonner	100.00
CL PEST	Monthly Pest Control for Fire Station, May 2020	40.00
	Quarterly Pest Control P.O. #10-016, 5/8/2020	90.00
Control Pump	Monthly Landscape Booster Station, May 2020	375.00
Corelogic	Database for Code Enforcement May 2020	128.75
	Database for Code Enforcement Reports, May 2020	46.35
DATA TICKET	Parking Citations, April 2020	228.00
	Citation Processing, Code Enforcement April 2020	100.00
Ehrenkranz	Auto Allowance for the month of June - Ehrenkranz	100.00
Fast Signs	Covid 19 Signage for City Hall & Installation, 6/3/20	1,307.85
	ADA Counter Sneeze Guards for City Hall, 6/3/20	1,502.79
HINDERLITER	Cannabis Management Program April 2020 Services	4,375.00
Jeremy Smith	Auto Allowance for the month of June - Smith	100.00
Kasey Castillo	Auto Allowance for the month of June - Castillo	100.00
Larry Greene	Auto Allowance for the month of June - Greene	100.00
LOCC	Riv. Co. Division Mtg. for CM, CC & Council; 3/9/20	160.00
Massive	Labor and Installation for TV in Council Chambers (PEG), 5/28	1,011.56
Neil Safai	Refund Plot Plan Deposit Balance for 23011 Gray Fox Dr., 6/1	955.25
PVM	Remove Debris on Railroad Cyn Rd. May 2020	282.70
PZL, Inc.	Planning Services for May 2020	5,550.00
RAMS	Accounting Services for the Month of April 2020	6,700.00
Riv Co Sheriff Acctg	Sheriff's Contract Law 3/26/20 to 4/22/20	140,094.48
Robinson	Refund for Overpayment of Rental Inspection Fees, 5/28	7.50
Round Up	City Vehicle Fuel January - April 2020 (1/5/20-4/26/20)	1,635.02
Time Warner	Digital Converter for City Hall, 5/22/20 to 6/21/20	5.25
Toshiba	Monthly Copier Lease for Admin & City Hall, 6/10/20	799.31
Toshiba Business Solutions, USA	Ccopier ecoSmart Recycle Program Kit, 5/11/20	52.80

Date: 6/3/20
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07/08/2020 City Council Agenda

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

<u>Vendor ID</u>	<u>Invoice Description</u>	<u>Cash Required</u>
Report Total		174,279.10

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

Vendor ID	Invoice Description	Cash Required
Aflac	Supplemental Insurance for June 2020	432.82
CenterAgainst	Domestic Violence Forensic Exam, 6/3/20	800.00
	Deomestic Violence Forensic Exam (Perris Station), 5/27/20	800.00
	Follow Up Exam RSO, 5/27/20	300.00
Cole Huber	Attorney Services for May 2020	5,000.00
	Attorney Services for May 2020 (Covid-19)	220.00
Control Pump	Valve Maintenance at Landscape Booster Station, 6/11/20	444.00
CR&R	Refuse FY 19-20 Secured SS2, 6/1/20	600,987.06
DATA TICKET	Citation Processing, Code Enforcement May 2020	418.00
	Parking Citations, May 2020	129.65
DIRECTV	Satellite for Fire Station, 6/12/20 to 7/11/20	112.09
Embroidery	Shirts with City Logo for Borja & Ferrari, 5/1/20	191.26
	Chest Logo Printed on Shirt for Sun, 4/24/20	19.40
	Chest Logo Printed on Shirt for Sun, 4/28/20	19.40
Emergency Services Consulting Inter	Feasibility Study Monthly Progress Invoice, 5/31/20	3,200.00
FRIDAY FLYER	Intro Ordinance No. 198 Changes of Dept. Names, 6/12/20	33.60
Frontier	Internet for City Hall, 6/10/20 to 7/9/20	201.06
GREENHALGH	Retiree Health Insurance for July 2020	188.03
Hamby's	Testing of 1 Backflow Prevention Device, 6/4/20	50.00
Joe's	Ant & Roach Killer for Fire Station 60, 6/8/20	5.11
Johnson Controls	Security System for City Hall July to September 2020	256.60
Nate Volk	Video Broadcast Mtg. for 6/3/20	500.00
REGUS	Library Lease for August 2020	1,106.86
Right Stop Restoration	Boarded Up Residential Home 22663 Buttercup, 5/29/20	773.81
Riv Co Sheriff Acctg	Sheriff's Contract Law Enforcement FY 19/20 Adjustment	40,136.57
	Contract Law Enforcement Facility Expenses FY 19/20	53,098.00
SDRMA	Dental/Vision Ins.Ecclefield, Mann, Sauseda, Ferrari July 20	363.23
STATE FUND	Workers Comp Premium Annual 6/4/20	398.90
	Workers Comp Insurance for July 2020	971.33
Syntech	Onsite Workstation Setups, 2/28/20	750.00
TRI LAKE	Engineering Services April 2020 Lot Line Adj. & Measure A	1,260.00
	SB-1 Project & Expenditure Reporting April 2020	140.00
US Bank	Supplies Reg. & Covid-19, TV for Chambers, Podium, etc. 6/8	7,367.94

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

<u>Vendor ID</u>	<u>Invoice Description</u>	<u>Cash Required</u>
	Supplies Reg. & Covid-19, TV for Chambers, Podium, etc. 6/8	867.99
VerizonW	iPads, 5/4/20 to 6/3/20	167.10
	Cell Phones, 5/4/20 to 6/3/20	230.01
WRCOG	FY 19/20 Solid Waste Cooperation Dues (AB939)	<u>2,718.97</u>
Report Total		<u><u>724,658.79</u></u>

CM

Labor Distribution

City of Canyon Lake
Company (10756)

Check Date: 06/15/2020
Process: 2020061501
Period: 06/01/2020 to 06/15/2020

Department: (20)City Employees

Code	Earning	Hours	Amount	Deduction	Code	Code	Tax	Amount	Code	Tax	Amount	Taxable	Tax	Code	Tax	Amount	Taxable	Amount
125CO	125 Cash		492.43	PTAXF Pre-Tax P.	CA	California SI		272.39	CA	California SI		4111.28	CA Edu & Ti	CAEFTT	CA Edu & Ti	0.00	0.00	0.00
Reg	Regular		3891.24		CASDJ	CA SDI - Err			CASUI	California SI		4383.67	California SI		California SI	0.00	0.00	0.00
102	Salary				FITW	Federal Incoi			FITW	Federal Incoi		4111.28	Medicare - E	MED-R	Medicare - E	63.55	4383.67	63.55
3891.24					MED	Medicare			MED	Medicare		4383.67						
	Total Earnings	0.00	4383.67	Total Deductions				272.39				706.45	Total Employer Taxes			63.55		63.55
Day, Victoria L	Reg	Regular	23.50	Hours	CA	California SI			CA	California SI		495.15	CA Edu & Ti	CAEFTT	CA Edu & Ti	0.00	0.00	0.00
Emp Id	Rate		495.15		CASDJ	CA SDI - Err			CASUI	California SI		495.15	California SI		California SI	0.00	0.00	0.00
106					FITW	Federal Incoi			FITW	Federal Incoi		495.15	Medicare - E	MED-R	Medicare - E	7.18	495.15	7.18
21.0700					MED	Medicare			MED	Medicare		495.15						
	Total Earnings	23.50	495.15	Total Deductions				0.00				12.13	Total Employer Taxes			7.18		7.18
Enriquez, Erin L	Reg	Regular	45.00	Hours	CA	California SI			CA	California SI		668.91	CA Edu & Ti	CAEFTT	CA Edu & Ti	0.20	202.38	0.20
Emp Id	Rate		723.15		CASDJ	CA SDI - Err			CASUI	California SI		723.15	California SI		California SI	10.93	202.38	10.93
114					FITW	Federal Incoi			FITW	Federal Incoi		668.91	Medicare - E	MED-R	Medicare - E	10.49	723.15	10.49
16.0700					MED	Medicare			MED	Medicare		723.15						
	Total Earnings	45.00	723.15	Total Deductions				54.24				41.54	Total Employer Taxes			21.62		21.62
Ferrari, Tyler J	Reg	Regular	115	Hours	CA	California SI			CA	California SI		2051.93	CA Edu & Ti	CAEFTT	CA Edu & Ti	0.00	0.00	0.00
Emp Id	Rate		186.93		CASDJ	CA SDI - Err			CASUI	California SI		2186.93	California SI		California SI	0.00	0.00	0.00
2000.00					FITW	Federal Incoi			FITW	Federal Incoi		2051.93	Medicare - E	MED-R	Medicare - E	31.71	2186.93	31.71
					MED	Medicare			MED	Medicare		2186.93						
	Total Earnings	45.00	723.15	Total Deductions				54.24				41.54	Total Employer Taxes			21.62		21.62
Mann, Christopher F	Reg	Regular	111	Hours	CA	California SI			CA	California SI		6670.91	CA Edu & Ti	CAEFTT	CA Edu & Ti	0.00	0.00	0.00
Emp Id	Rate		184.97		CASDJ	CA SDI - Err			CASUI	California SI		7134.97	California SI		California SI	0.00	0.00	0.00
6875.00					FITW	Federal Incoi			FITW	Federal Incoi		6670.91	Medicare - E	MED-R	Medicare - E	103.46	7134.97	103.46
					MED	Medicare			MED	Medicare		7134.97						
	Total Earnings	0.00	2186.93	Total Deductions				135.00				293.55	Total Employer Taxes			31.71		31.71
Man, Ana	Reg	Regular	108	Hours	CA	California SI			CA	California SI		3367.99	CA Edu & Ti	CAEFTT	CA Edu & Ti	0.00	0.00	0.00
Emp Id	Rate		527.74		CASDJ	CA SDI - Err			CASUI	California SI		3652.74	California SI		California SI	0.00	0.00	0.00
3125.00					FITW	Federal Incoi			FITW	Federal Incoi		3367.99	Medicare - E	MED-R	Medicare - E	52.96	3652.74	52.96
					MED	Medicare			MED	Medicare		3652.74						
	Total Earnings	0.00	7134.97	Total Deductions				464.06				1975.85	Total Employer Taxes			103.46		103.46
Sauseda, Ana	Reg	Regular	108	Hours	CA	California SI			CA	California SI		3367.99	CA Edu & Ti	CAEFTT	CA Edu & Ti	0.00	0.00	0.00
Emp Id	Rate		3125.00		CASDJ	CA SDI - Err			CASUI	California SI		3652.74	California SI		California SI	0.00	0.00	0.00
3125.00					FITW	Federal Incoi			FITW	Federal Incoi		3367.99	Medicare - E	MED-R	Medicare - E	52.96	3652.74	52.96
					MED	Medicare			MED	Medicare		3652.74						
	Total Earnings	0.00	7134.97	Total Deductions				464.06				1975.85	Total Employer Taxes			103.46		103.46

Department: (30)Special Enforcement Team Total

Employees	Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Taxable	Code	Tax	Amount	Taxable	Code	Tax	Amount
Female	3	125CO 125 Cash		976.87	457B EE	CA	California SI	50.00	CA	California SI	293.63	9353.50	CAETT	CA Edu & T	19.90	0.02			
Male	2	Reg Regular	336.50	9182.14	MEDI: Health Ins	CASDJ	CA SDI - Eir	127.75	FITW	Federal Incon	10031.26	10031.26	CASUI	California SI	19.90	1.07	Gross		10159.01
					PTAXI Pre-Tax P			222.88			9353.50		MED-R	Medicare - E	10031.26	145.46	Tot Liab		10305.56
					PTXPE Pre-Tax P	MED	Medicare	404.88			10031.26						Net Amt		8015.79
Total Earnings			336.50	10159.01	Total Deductions			805.51	Total Employee Taxes		1337.71		Total Employer Taxes		146.55				

Report Total

Employees	Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Taxable	Code	Tax	Amount	Taxable	Code	Tax	Amount
Female	6	125CO 125 Cash		2368.94	457B EE	CA	California SI	170.24	CA	California SI	1120.10	26719.67	CAETT	CA Edu & T	222.28	0.22			
Male	5	ELECT Reimburs		75.00	MEDI: Health Ins	CASDJ	CA SDI - Eir	127.75	FITW	Federal Incon	28607.87	28607.87	CASUI	California SI	222.28	12.00	Gross		28735.62
		Reg Regular	405.00	26291.68	PTAXI Pre-Tax P			714.02			26719.67		MED-R	Medicare - E	28607.87	414.81	Tot Liab		29162.65
					PTXPE Pre-Tax P	MED	Medicare	1003.94			28607.87						Net Amt		21975.48
Total Earnings			405.00	28735.62	Total Deductions			2015.95	Total Employee Taxes		4794.19		Total Employer Taxes		427.03				

Chris Mann
Chris Mann, City Manager
6-17-20
Date

Department: (20)City Employees

Code	Earnings	Hours	Amount	Deduction	Code	Tax	Amount	Taxable	Tax	Code	Tax	Amount	Taxable	Amount
125CO	125 Cash		492.43	PTAXI Pre-Tax P.	CA	California SI	272.39	4111.28	CA Edu & T	CAETT	CA Edu & T	154.49	0.00	0.00
102	Hol	9.50	0.00		CASDI	CA SDI - Err	4383.67	4383.67	California SI	CASUI	California SI	43.84	0.00	0.00
3891.24	Reg		3891.24		FITW	Federal Incoi	4111.28	4111.28	Medicare - E	MED-R	Medicare - E	444.56	63.56	63.56
					MED	Medicare	4383.67	4383.67				63.56		63.56
	Total Earnings	9.50	4383.67	Total Deductions			706.45		Total Employer Taxes			63.56		63.56

Code	Earnings	Hours	Amount	Deduction	Code	Tax	Amount	Taxable	Tax	Code	Tax	Amount	Taxable	Amount
Reg	Regular	35.00	737.45		CA	California SI	8.03	737.45	CA Edu & T	CAETT	CA Edu & T	0.00	0.00	0.00
					CASDI	CA SDI - Err	7.37	737.45	California SI	CASUI	California SI	0.00	0.00	0.00
					FITW	Federal Incoi	24.16	737.45	Medicare - E	MED-R	Medicare - E	10.69	10.69	10.69
					MED	Medicare	737.45	737.45				10.69		10.69
	Total Earnings	35.00	737.45	Total Deductions			50.25		Total Employer Taxes			10.69		10.69

Code	Earnings	Hours	Amount	Deduction	Code	Tax	Amount	Taxable	Tax	Code	Tax	Amount	Taxable	Amount
Reg	Regular	35.00	562.45	457B EE	CA	California SI	42.18	520.27	CA Edu & T	CAETT	CA Edu & T	0.00	562.45	0.56
					CASDI	CA SDI - Err	5.63	562.45	California SI	CASUI	California SI	30.37	562.45	30.37
					FITW	Federal Incoi	2.44	520.27	Medicare - E	MED-R	Medicare - E	8.16	562.45	8.16
					MED	Medicare	8.16	562.45				8.16		8.16
	Total Earnings	35.00	562.45	Total Deductions			16.23		Total Employer Taxes			39.09		39.09

Code	Earnings	Hours	Amount	Deduction	Code	Tax	Amount	Taxable	Tax	Code	Tax	Amount	Taxable	Amount
125CO	125 Cash		186.93	PTXPE Pre-Tax P.	CA	California SI	135.00	2051.93	CA Edu & T	CAETT	CA Edu & T	63.97	439.21	0.44
115	Hol	9.50	0.00		CASDI	CA SDI - Err	21.87	2186.93	California SI	CASUI	California SI	21.87	439.21	23.72
2000.00	Reg		2000.00		FITW	Federal Incoi	2051.93	2051.93	Medicare - E	MED-R	Medicare - E	176.00	2186.93	31.71
					MED	Medicare	31.71	2186.93				31.71		31.71
	Total Earnings	9.50	2186.93	Total Deductions			135.00		Total Employer Taxes			293.55		55.87

Code	Earnings	Hours	Amount	Deduction	Code	Tax	Amount	Taxable	Tax	Code	Tax	Amount	Taxable	Amount
125CO	125 Cash		184.97	PTXPE Pre-Tax P.	CA	California SI	464.06	6670.91	CA Edu & T	CAETT	CA Edu & T	527.72	0.00	0.00
111	ELECT Reimburs		75.00		CASDI	CA SDI - Err	71.35	7134.97	California SI	CASUI	California SI	71.35	0.00	0.00
6875.00	Hol	9.50	0.00		FITW	Federal Incoi	6670.91	6670.91	Medicare - E	MED-R	Medicare - E	1273.33	7134.97	103.46
	Reg		6875.00		MED	Medicare	103.46	7134.97				103.46		103.46
	Total Earnings	9.50	7134.97	Total Deductions			1975.86		Total Employer Taxes			103.46		103.46

Code	Earnings	Hours	Amount	Deduction	Code	Tax	Amount	Taxable	Tax	Code	Tax	Amount	Taxable	Amount
125CO	125 Cash		527.74	457B EE	CA	California SI	66.00	3367.99	CA Edu & T	CAETT	CA Edu & T	73.77	0.00	0.00
108	ADML Admin Le		0.00		CASDI	CA SDI - Err	218.75	3652.74	California SI	CASUI	California SI	36.53	0.00	0.00
3125.00	Hol	9.50	0.00		FITW	Federal Incoi	3367.99	3367.99	Medicare - E	MED-R	Medicare - E	263.70	3652.74	52.96
	Reg		3125.00		MED	Medicare	52.96	3652.74				52.96		52.96
	Total Earnings	19.00	3652.74	Total Deductions			426.96		Total Employer Taxes			52.96		52.96

Department: (20)City Employees Total

Code	Earning	Hours	Amount	Deduction	Code	Amount	Tax	Taxable	Code	Amount	Tax	Taxable	Amount
6	Code												
3	125CO 125 Cash		1392.07	457B EE	CA	108.18	California SI	17459.83	CAETT	827.98	CA Edu & Ti	1001.66	1.00
3	ADML Admin Le	9.50	0.00	PTAXF Pre-Tax P.	CASD	491.14	California SI	18658.21	CASUI	186.59	California SI	1001.66	54.09
	ELECT Reimburs		75.00	PTXPE Pre-Tax P.	FITW	599.06	Federal Incon	17459.83	MED-R	2184.19	Medicare - E	18658.21	270.54
	Hol Holiday	38.00	0.00		MED		Medicare	18658.21		270.54			1.00
	Reg Regular	70.00	17191.14										54.09
	Total Earnings	117.50	18658.21	Total Deductions		1198.38	Total Employee Taxes			3469.30	Total Employer Taxes		325.63

18658.21
18983.84
13990.53

Gross
Tot Liab
Net Amt

Department: (30)Special Enforcement Team

Code	Earning	Hours	Amount	Deduction	Code	Amount	Tax	Taxable	Code	Amount	Tax	Taxable	Amount
104	Hol Holiday	3.50	88.66	457B EE	CA	50.00	California SI	1617.40	CAETT	40.88	CA Edu & Ti	0.00	0.00
25.3300	Reg Regular	72.50	1836.43	MED: Health Ins	CASD	127.75	California SI	1797.34	CASUI	17.97	California SI	0.00	0.00
				PTXPE Pre-Tax P.	FITW	129.94	Federal Incon	1617.40	MED-R	118.13	Medicare - E	1797.34	26.06
					MED		Medicare	1797.34		26.06			26.06
	Total Earnings	76.00	1925.09	Total Deductions		307.69	Total Employee Taxes			203.04	Total Employer Taxes		26.06

1925.09
1951.15
1414.36

Gross
Tot Liab
Net Amt

Department: (30)Special Enforcement Team

Code	Earning	Hours	Amount	Deduction	Code	Amount	Tax	Taxable	Code	Amount	Tax	Taxable	Amount
113	125CO 125 Cash		477.29	PTAXF Pre-Tax P.	CA	164.02	California SI	3257.54	CAETT	184.12	CA Edu & Ti	0.00	0.00
27.4000	Comp Comp Tin	9.50	292.89		CASD	342.15	California SI	3421.56	CASUI	34.21	California SI	0.00	0.00
	Hol Holiday	9.50	292.89		FITW	3257.54	Federal Incon	3257.54	MED-R	314.95	Medicare - E	3421.56	49.61
	OT Overtime	13.00	601.18		MED		Medicare	3421.56		49.61			49.61
	Reg Regular	57.00	1757.31										49.61
	Total Earnings	89.00	3421.56	Total Deductions		164.02	Total Employee Taxes			582.89	Total Employer Taxes		49.61

3421.56
3471.17
2674.65

Gross
Tot Liab
Net Amt

Department: (30)Special Enforcement Team

Code	Earning	Hours	Amount	Deduction	Code	Amount	Tax	Taxable	Code	Amount	Tax	Taxable	Amount
113	125CO 125 Cash		876.80	PTAXF Pre-Tax P.	CA	61.38	California SI	815.42	CAETT	9.74	CA Edu & Ti	0.00	0.00
876.80	Reg Regular	32.00	876.80		CASD	876.80	California SI	876.80	CASUI	8.77	California SI	0.00	0.00
					FITW	815.42	Federal Incon	815.42	MED-R	70.62	Medicare - E	876.80	12.71
					MED		Medicare	876.80		12.71			12.71
	Total Earnings	32.00	876.80	Total Deductions		61.38	Total Employee Taxes			101.84	Total Employer Taxes		12.71

876.80
889.51
713.58

Gross
Tot Liab
Net Amt

Department: (30)Special Enforcement Team

Code	Earning	Hours	Amount	Deduction	Code	Amount	Tax	Taxable	Code	Amount	Tax	Taxable	Amount
116	125CO 125 Cash		499.58	PTXPE Pre-Tax P.	CA	135.12	California SI	2840.42	CAETT	70.30	CA Edu & Ti	0.00	0.00
2975.54	Hol Holiday	9.50	250.23		CASD	2975.54	California SI	2975.54	CASUI	29.75	California SI	0.00	0.00
2975.54	OT Overtime	12.00	474.12		FITW	2840.42	Federal Incon	2840.42	MED-R	264.89	Medicare - E	2975.54	43.15
2975.54	Reg Regular	61.50	1619.91		MED		Medicare	2975.54		43.14			43.15
2975.54	Sick Sick	5.00	131.70										43.15
	Total Earnings	88.00	2975.54	Total Deductions		135.12	Total Employee Taxes			408.08	Total Employer Taxes		43.15

2975.54
3018.69
2432.34

Gross
Tot Liab
Net Amt

Department: (30)Special Enforcement Team

Code	Earning	Hours	Amount	Deduction	Code	Amount	Tax	Taxable	Code	Amount	Tax	Taxable	Amount
116	125CO 125 Cash		2107.20	PTXPE Pre-Tax P.	CA	142.24	California SI	1964.96	CAETT	58.23	CA Edu & Ti	2107.20	2.11
2107.20	Reg Regular	80.00	2107.20		CASD	2107.20	California SI	2107.20	CASUI	21.07	California SI	2107.20	113.79
					FITW	1964.96	Federal Incon	1964.96	MED-R	165.57	Medicare - E	2107.20	30.55
					MED		Medicare	2107.20		30.55			30.55
	Total Earnings	80.00	2107.20	Total Deductions		142.24	Total Employee Taxes			275.42	Total Employer Taxes		146.45

2107.20
2253.65
1689.54

Gross
Tot Liab
Net Amt

07/20/2020 Council Agenda

Department: (50)Council Members Total

5	Code	Earning	Hours	Amount	Code	Deduction	Amount	Code	Tax	Amount	Code	Tax	Amount	Taxable	Amount	Taxable	Amount
1	Reg	Regular		1500.00	CA	California SI		CA	California SI	1500.00	CAETT	CA Edu & T	1.50	1500.00	1500.00	1500.00	1.50
4					FITW	Federal Inco		FITW	Federal Inco	1500.00	CASUI	California SI	81.00	1500.00	1500.00	1500.00	81.00
					MED	Medicare		MED	Medicare	1500.00	MED-R	Medicare - E	21.76	1500.00	1500.00	1500.00	21.76
Total Earnings													1500.00	1500.00	1500.00	104.26	
Total Deductions													0.00	0.00	0.00	21.75	
Total Employer Taxes													21.75	21.75	21.75	104.26	

Report Total

16	Code	Earning	Hours	Amount	Code	Deduction	Amount	Code	Tax	Amount	Code	Tax	Amount	Taxable	Amount	Taxable	Amount
7	125CO	125 Cash		2368.94	457B	457B EE		CA	California SI	158.18	CA	California SI	1191.25	29455.57	4608.86	4608.86	4.61
9	ADML	Admin Le	9.50	0.00	MED1	Health Ins		CASD	CA SDI - Eir	127.75	CASUI	California SI	298.36	29836.65	4608.86	4608.86	248.88
	Comp	Comp Tin	9.50	292.89	PTAXI	Pre-Tax P		FITW	Federal Inco	716.54	MED-R	Medicare - E	3118.35	29455.57	31336.65	31336.65	454.38
	ELEC1	Reimburs		75.00	PTXPE	Pre-Tax P		MED	Medicare	1006.36			454.36	31336.65	31336.65	31336.65	454.38
	Hol	Holiday	60.50	631.78													
	OT	Overtime	25.00	1075.30													
	Reg	Regular	373.00	26888.79													
	Sick	Sick	5.00	131.70													
Total Earnings													31464.40	31464.40	31464.40	707.87	
Total Deductions													2008.83	2008.83	2008.83	5062.32	
Total Employer Taxes													2008.83	2008.83	2008.83	707.87	

Chris Mann, City Manager
Date 5-28-20

Credit Card Review

Name: City of Canyon Lake **CalPERS ID:** 3813045770

Payment Request Details

Your request for payment has been accepted

- **To generate the employer payment report, please click the print button.**
- If you need to contact us with questions regarding this payment, please have your Payment Confirmation Number for faster access.
- Your payment will reflect as paid in myCalPERS if your payroll has successfully posted. Once your payment is processed any credits will roll over to the same type of receivable in the next month, after your payroll has been processed.
- Your payment may take longer to post, depending upon your Financial Institution.

Payment Details Total

Total Payment Amount: \$2,612.16

Payment Summary

Payment Confirmation Number	Payment Authorization Date	Receivable ID	Receivable Description	Payment Method	Payment Account Reference	Selected Payment Amount
1001577299	06/03/2020	100000016044729	Health PA Billing - PERS	EFT - Debit	Citizens Business Bank -5402	\$2,612.16

CW

Home Profile Reporting Person Information Education Pension Outlook Other Organizations

Manage Reports Billing and Payments Payroll Schedule Out-of-Class Validation Member Requests Health Reconciliation Retirement Appoint

Name: City of Canyon Lake CalPERS ID: 3813045770

Payment Request Acceptance

Your request for payment has been accepted

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- If you need to contact us with questions regarding this payment, please have your Payment Confirmation Number for faster access.
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- Your payment may take longer to post, depending upon your Financial Institution.

Payment Setup Total

Total Payment Amount: \$3,608.91

Payment Summary

Payment Confirmation Number	Payment Authorization Date	Receivable ID	Receivable Description	Payment Method	Payment Account Nickname	Selected Payment Amount
1001583403	06/11/2020	100000016008197	Employer Contribution, PEPR, 26189, CalPERS, 05/16/2020 - 05/31/2020	EFT - Debit	Citizens Business Bank -5402	\$2,047.77
1001583404	06/11/2020	100000016008155	Employer Contribution, Classic, 1684, CalPERS, 05/16/2020 - 05/31/2020	EFT - Debit	Citizens Business Bank -5402	\$1,561.14

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CM

Home Profile Reporting Person Information Education Pension Outlook Other Organizations

Manage Reports Billing and Payments Payroll Schedule Out-of-Class Validation Member Requests Health Reconciliation Retirement Appointr

Name: City of Canyon Lake CalPERS ID: 3813045770

Payment Request Acceptance

Your request for payment has been accepted

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- Your payment may take longer to post, depending upon your Financial Institution.

Payment Setup Total

Total Payment Amount: \$3,652.82

Payment Summary

Payment Confirmation Number	Payment Authorization Date	Receivable ID	Receivable Description	Payment Method	Payment Account Nickname	Selected Payment Amount
1001591210	06/24/2020	100000016036205	Employer Contribution, PEPR, 26189, CalPERS, 06/01/2020 - 06/15/2020	EFT - Debit	Citizens Business Bank -5402	\$2,042.83
1001591211	06/24/2020	100000016036168	Employer Contribution, Classic, 1684, CalPERS, 06/01/2020 - 06/15/2020	EFT - Debit	Citizens Business Bank -5402	\$1,609.99

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CITY OF CANYON LAKE
PLAN SPONSOR: 0035273

Acknowledgment

Your payment was successfully submitted. Provided it is in good order, it will process within contractual timeframes.

You can print this acknowledgment for your records.

Plan Name: **CITY OF CANYON LAKE 457**

Plan Number: **0035273001**

Payroll Center: **CITY OF CANYON LAKE**

Payroll Center Number: **001**

Payroll Received for Salary Reduction

Submission date: **06/11/2020**

Submission time: **06:26 PM**

Pay period end date: **05/31/2020**

Payment method: **Debit ACH**

Bank routing number: **122234149**

Bank account number: **245125402**

Contributions payment amount: **\$232.00**

Contributions count: **2**

Draft date: **06/15/2020**

CV

Nationwide Retirement Solutions and Nationwide Life Insurance Company (collectively "Nationwide") have endorsement relationships with the National Association of Counties, the International Association of Fire Fighters Local 1000, and the National Association of Public Employees.

Nationwide may receive payments from mutual funds or their affiliates in connection with certain investment options. Learn more about the relationship.

Retirement Specialists provide information for educational purposes only. This information is not meant to be used as investment advice. Retirement Specialists are Registered Representatives of Nationwide Investment Services Corporation, member SIPC.

CITY OF CANYON LAKE
PLAN SPONSOR: 0035273

Acknowledgment

Your payment was successfully submitted. Provided it is in good order, it will process within contractual timeframes.

You can print this acknowledgment for your records.

Plan Name: **CITY OF CANYON LAKE 457 OBRA-PST**

Plan Number: **0035273002**

Payroll Center: **CITY OF CANYON LAKE OBRA**

Payroll Center Number: **001**

Payroll Received for Salary Reduction

Submission date: **06/11/2020**

Submission time: **06:27 PM**

Pay period end date: **05/31/2020**

Payment method: **Debit ACH**

Bank routing number: **122234149**

Bank account number: **245125402**

Contributions payment amount: **\$143.98**

Contributions count: **2**

Draft date: **06/15/2020**

Nationwide Retirement Solutions and Nationwide Life Insurance Company (collectively "Nationwide") have endorsement relationships with the National Association of Counties, the International Brotherhood of Firefighters, and the National Association of Police Organizations.

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Investment Reports

CITIZENSTRUST

PO Box 2549

Rancho Cucamonga, CA 91729-2549

Return Service Requested

00000042 MCBB1000060520609321 01 000000 42 004

RECEIVED

JUN 18 2020

BY: _____



CITY OF CANYON LAKE
31516 RAILROAD CANYON RD
CANYON LAKE CA 92587

STATEMENT FOR THE PERIOD FROM 05/01/2020 TO 05/31/2020
ACCOUNT 1035003119

THIS IS YOUR REPORT OF INVESTMENTS AND TRANSACTIONS FOR THE PERIOD. INCLUDED IN THE REPORT ARE

- * PORTFOLIO: SUMMARY GRAPHICAL DISPLAY WITH MARKET VALUE & PERCENT
- * ACTIVITY SUMMARY: MARKET VALUE WITH TRANSACTION SUMMARY
- * PORTFOLIO STATEMENT: A LISTING OF COST AND MARKET VALUE OF ASSETS HELD IN THE PORTFOLIO

COST BASIS APPLICABLE FOR CALCULATING CAPITAL GAINS AND LOSSES.
MARKET VALUE IS THE CURRENT VALUE OF EACH ASSET FOR MOST STOCKS AND BONDS.
MARKETS ARE THE CLOSING PRICES ON THE LAST TRADING DAY OF THE PERIOD.



- * TRANSACTION STATEMENT: A COMPLETE LISTING FOR THE PERIOD GROUPED BY TRANSACTION TYPE.
- * DISCLOSURES: CITIZENS BUSINESS BANK MAY RECEIVE RESEARCH AND OTHER BENEFITS FROM BROKER DEALERS WHICH MAY BE CONSIDERED COMPENSATION TO US. UPON REQUEST WE WILL DISCLOSE DETAILS OF ANY COMPENSATION RECEIVED.
- * TO TRUST BENEFICIARIES: UNDER SECTION 17200 OF CALIFORNIA PROBATE CODE, YOU MAY PETITION THE COURT TO OBTAIN A COURT REVIEW OF THE ACCOUNT AND THE ACTS OF THE TRUSTEE. CLAIMS AGAINST THE TRUSTEE FOR BREACH OF TRUST MUST BE MADE WITHIN THREE YEARS FROM THE DATE OF RECEIPT OF AN ACCOUNTING OR OTHER REPORT DISCLOSING FACTS GIVING RISE TO THE CLAIM.

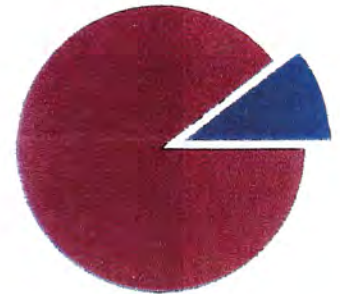


CITY OF CANYON LAKE
 31516 RAILROAD CANYON RD
 CANYON LAKE, CA 92587

Account Name:	CITY OF CANYON LAKE CITIZENS BUSINESS BANK
Account Number:	1035003119
Your Relationship Manager Is:	MIKE GARDNER
Phone:	909-483-4390

Investment Portfolio Summary

Market Value As Of	05/01/2020	05/31/2020	% Of Account
 CASH & CASH EQUIVALENTS	216,518.84	293,412.80	10.6%
 FIXED INCOME	2,555,191.41	2,482,493.70	89.4%
Total	2,771,710.25	2,775,906.50	100.0%



Activity Summary

	This Period	Year To Date	Realized Capital Gains / Losses	
			This Period	Year To Date
Beginning Market Value	2,771,710.25	2,740,120.38		
Income	1,013.96	20,712.28	Long Term	93.43-
Asset Activity	76,334.65	366,974.44-	Total Gains / Losses	93.43-
Fees	454.65-	2,289.21-		1,175.97-
Cash Management	76,893.96-	348,551.37		
Change In Market Value	4,196.25	35,786.12		
Ending Market Value	2,775,906.50	2,775,906.50		



Account Statement

Account Number: 1035003119

May 01, 2020 To May 31, 2020

Portfolio Statement

Quantity	Description	Market Value	Cost Basis
Cash & Cash Equivalents			
Cash Equivalents			
Unclassified			
293,412.800	31607A703 FIDELITY GOVERNMENT PORTFOLIO	293,412.80	293,412.80
	Total Unclassified	293,412.80	293,412.80
Total	Cash Equivalents	293,412.80	293,412.80
Total	Cash & Cash Equivalents	293,412.80	293,412.80
Fixed Income			
Taxable			
100,000.000	05580ACZ5 BMW BANK BANK NORTH AMERICA DTD 09/30/15 MEDIUM-TERM CD 2.2% 09/30/2020	100,733.00	99,980.00
100,000.000	14042RAR2 CAPITAL ONE NA MEDIUM-TERM CD DTD 10/07/2015 2.2% 10/07/2020	100,774.00	99,615.00
100,000.000	24422ERE1 JOHN DEERE CAPITAL CORP SERIES MTN DTD 07/12/2011 3.9% 07/12/2021	103,431.00	103,131.96
100,000.000	29266NS32 ENERBANK USA DTD 10/16/2015 MEDIUM-TERM CD 1.75% 10/16/2020	100,623.00	100,000.00
125,000.000	3130AEWA4 FEDERAL HOME LOAN DTD 09/07/18 2.625% 10/01/2020	126,018.75	125,610.61
100,000.000	3130AHPM9 FEDERAL HOME LOAN BANK DTD 12/16/19 CALL 2.05% 12/16/2024-2020	100,064.00	100,000.00
200,000.000	3130AHUM3 FEDERAL HOME LOAN BANK DTD 01/10/20 CALL 2% 01/10/2025-2020	200,228.00	200,000.00
200,000.000	3130AJCS6 FEDERAL HOME LOAN BANK DTD 03/10/20 CALL 1.1% 06/10/2020-2020	200,020.00	200,000.00
100,000.000	3130AJEN5 FEDERAL HOME LOAN BANK DTD 03/26/2020 CALL 1.1% 03/26/2024-2020	100,004.00	100,000.00
200,000.000	3130AJF53 FEDERAL HOME LOAN BANK DTD BCLASS 3/24/2020 CALL 1.375% 03/24/2025-2020	200,050.00	200,000.00
125,000.000	3133ELTX2 FEDERAL FARM CREDIT BANK DTD 03/19/2020 CALL .93% 06/19/2020-2020	125,010.00	124,900.00

Portfolio Statement (Continued)

Quantity	Description	Market Value	Cost Basis
Taxable			
100,000.000	3133ELWT7 FEDERAL FARM CREDIT BANK DTD 4/21/2020 CALL 1.15% 10/21/2024-2020	100,001.00	100,000.00
200,000.000	3133ELXV1 FEDERAL FARM CREDIT BANK DTD 4/28/20 CALL 1.01% 04/28/2025-2020	200,002.00	200,000.00
100,000.000	3134GU4S6 FREDDIE MAC DTD 01/21/20 CALL 1.8% 04/21/2023-2020	100,187.00	100,000.00
100,000.000	3134GUZX1 FREDDIE MAC DTD 12/23/2019 CALL 2.07% 12/23/2024-2020	100,094.00	100,000.00
100,000.000	3135G03Q4 FANNIE MAE DTD 04/23/2020 CALL 1.1% 04/23/2025-2020	100,128.00	100,000.00
676.290	31398R7H2 FANNIE MAE SERIES 2010-M4 CLASS A3 DTD 07/01/10 3.819% 06/25/2020	675.95	723.63
200,000.000	69353REW4 PNC BANK NA DTD 04/29/16 CALL 2.15% 04/29/2021-2021	202,812.00	200,828.12
200,000.000	880591ER9 TENN VALLEY AUTHORITY DTD 09/29/14 2.875% 09/15/2024	221,638.00	209,944.60
Total	Taxable	2,482,493.70	2,464,733.92
Total	Fixed Income	2,482,493.70	2,464,733.92
Miscellaneous			
Miscellaneous Sundry Assets			
Documents			
1.000	DOC199647 INVESTMENT MANAGEMENT AGREEMENT CITY OF CANYON LAKE A/C# 1035003119	0.00	0.00
	Total Documents	0.00	0.00
Total	Miscellaneous Sundry Assets	0.00	0.00
Total	Miscellaneous	0.00	0.00
Grand Total Assets		2,775,906.50	2,758,146.72



Account Statement

Account Number: 1035003119
May 01, 2020 To May 31, 2020

Account Activity Summary

	Total Cash	Cost Basis Excluding Cash	Market Value Including Cash
Balances Beginning Of Period	0.00	2,757,736.99	2,779,194.12
Prior Accruals			7,483.87-
Unrealized Appreciation This Period			4,289.68
Current Accruals			10,410.87
Asset Activity	76,334.65	76,428.08-	76,334.65
Cash Management	76,893.96-	76,893.96	76,893.96-
Fees	454.65-	0.00	454.65-
Income	1,013.96	56.15-	1,013.96
Realized Gain/loss			93.43-
Non Cash Asset Changes			
Balances End Of Period	0.00	2,758,146.72	2,786,317.37

Transaction Statement

Date	Quantity	Description	Transaction Type	Cash	Cost Basis
05/01/20		Beginning Balance		0.00	2,757,736.99
Income					
Interest					
05/01/20		31607A703 FIDELITY GOVERNMENT PORTFOLIO 29266NS32	INTEREST RCVD	43.41	
05/18/20		ENERBANK USA DTD 10/16/2015 MEDIUM-TERM CD 1.75% 10/16/2020 31398R7H2	INTEREST RCVD	143.84	
05/26/20		FANNIE MAE SERIES 2010-M4 CLASS A3 DTD 07/01/10 3.819% 06/25/2020	INTEREST RCVD	6.40	
05/29/20		05531FAU7 BB&T CORPORATION DTD 06/29/15 CALL 2.625% 05/29/2020-2020	INTEREST RCVD	820.31	
Total Interest				1,013.96	0.00
Total Income				1,013.96	0.00
Asset Activity					
Assets Sold					
05/26/20	1,334.650-	31398R7H2 FANNIE MAE SERIES 2010-M4 CLASS A3 DTD 07/01/10 3.819% 06/25/2020	NOTE AND MTG PMT	1,334.65	1,428.08-
Total Assets Sold				1,334.65	1,428.08-
Maturities					
05/29/20	75,000.000-	05531FAU7 BB&T CORPORATION DTD 06/29/15 CALL 2.625% 05/29/2020-2020	MATURITY	75,000.00	75,000.00-
Total Maturities				75,000.00	75,000.00-
Total Asset Activity				76,334.65	76,428.08-

Transaction Statement (Continued)

Date	Quantity	Description	Transaction Type	Cash	Cost Basis
Fees					
05/28/20		MANAGEMENT FEES CITIZENS BUSINESS BANK FOR THE PERIOD ENDING 05/20/2020	DISBURSEMENT	454.65-	
Total Fees				454.65-	0.00
Cash Management					
05/31/20	76,893.960	31607A703 NET CASH MANAGEMENT	NET CASH MGMT	76,893.96-	76,893.96
Total Cash Management				76,893.96-	76,893.96
Miscellaneous					
05/29/20		05531FAU7 AMORTIZATION ON 75,000 UNITS BB&T CORPORATION DTD 06/29/15 CALL 2.625% 05/29/2020-2020 TO ADJUST TAX LOT, AMORTIZATION = 56.15-	AMORTIZATION		56.15-
Total Miscellaneous				0.00	56.15-
05/31/20		Ending Balance		0.00	2,758,146.72

Market Perspectives

We hope that you and your family are all safe and healthy during these challenging times. The enclosed Q1 2020 Market Perspectives article is provided to assist in defining volatile market events over the last quarter and discuss the quarter ahead. Please be assured that dedicated team of professionals at CitizensTrust is monitoring the markets very closely, and if you have any questions or concerns we encourage you to reach out directly to your Relationship Manager.

Disclosure

CitizensTrust may receive research and other benefits from Brokers/Dealers which may be considered compensation. Upon request, we will disclose details of any compensation received. We have added an additional benchmark to your performance insert. Call for details.



**MINUTES
REGULAR MEETING OF THE
CANYON LAKE CITY COUNCIL
Wednesday, June 3, 2020**

SPECIAL NOTICE – COVID-19 RELATED PROCEDURES IN EFFECT

Pursuant to Paragraph 3 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020, as a response to mitigating the spread of Coronavirus (COVID-19), this regular meeting of the City Council of the City of Canyon Lake will allow Councilmembers to attend the City Council meeting telephonically from remote locations without requiring notice of or public access to those locations. The City Council Chamber will be closed to the public. Members of the public may observe the City Council meeting by selecting the Live Stream icon on the main page: www.cityofcanyonlake.org, the City's Facebook page, Time Warner/Spectrum Channel 29, or on FIOS/Frontier Channel 39.

In a further effort to allow for social distancing, members of the public may comment electronically by sending an email with their comment to PublicComment@cityofcanyonlake.com. The City Clerk will read these public comment submissions into the record during the "Public Comments" portion of the agenda, provided that such comments (A) are submitted and received no later than 5:00 P.M. on April 1, 2020; (B) are no longer than 250 words; (C) include their name and agenda item number.

**Closed Session – 5:00 p.m.
City Hall Administration Building
31526 Railroad Canyon Road, Suite 5
Canyon Lake, CA 92587**

CALL TO ORDER

Mayor Ehrenkranz called the meeting to order at 5:01 p.m.

CITY COUNCIL ROLL CALL

Present: Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Smith,
and Mayor Ehrenkranz
Absent: Councilmember Greene

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 - 2 cases

- B. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION - Pursuant to paragraph (4) of subdivision (d) of Section 54956.9 – 1 case

- C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to Section 54956.8
Property: APN 349-290-008
Agency Negotiator: City Manager
Negotiating Parties: Jim Kipp
Under Negotiation: Price and Terms of Payment

The City Council entered Closed Session at 5:04 p.m.

**Open Session – 6:30 p.m.
City Hall Council Chamber
31516 Railroad Canyon Road
Canyon Lake, CA 92587**

CALL OPEN SESSION TO ORDER

Mayor Ehrenkranz called the meeting to order at 6:33 p.m.

INVOCATION

Invocation was led by John Giardinelli.

FLAG SALUTE

Flag Salute was led by Councilmember Bonner.

ROLL CALL

Present: Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Smith, and Mayor Ehrenkranz

Absent: Councilmember Greene

CLOSED SESSION REPORT

Attorney Steven Graham stated that there were no items to report out of closed session.

APPROVAL OF THE CITY COUNCIL AGENDA

Motion and second by Councilmembers Bonner/Smith to approve the agenda.

Motion carried 4-0-1, with Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Smith, and Mayor Ehrenkranz voting aye and Councilmember Greene absent.

CEREMONIAL MATTERS

Presentations, Awards, Proclamations

City Clerk Sauseda wished Councilmember Smith a Happy Birthday on behalf of all City staff.

COMMUNITY REPORTS

- Elsinore Valley Municipal Water District Update

Director Darcy Burke joined the meeting via teleconference and gave an update on behalf of Elsinore Valley Municipal Water District.

- 2020 Census Update

Jerry Kong, Local Partnership Specialist with the United States Census Bureau, gave an update on the 2020 Census and answered question from the Council.

PUBLIC SAFETY UPDATE

- ❖ Sheriff

Lieutenant Sam Morovich and Lieutenant Donovan Brooks joined the meeting telephonically and gave an update on the statistics.

- ❖ Fire

Representatives from CalFire were not available to call-in.

- ❖ Special/Code Enforcement

Gina Dickson, Special/Code Enforcement Supervisor, gave a brief update and answered questions from the Council.

PUBLIC COMMENT

City Clerk Sauseda read public comments from the following:

- Michael Zingg

CONSENT CALENDAR

- (1) Waive Full Reading, Read all Ordinances by Title Only
- (2) Resolution - Adoption of Resolution No. 2020-14, Approving Claims and Demands of the City

- (3) Minutes - Approval of City Council Minutes
- May 6, 2020 – Regular City Council Meeting

City Clerk Sauseda requested a correction to Item 3. She stated that the minutes would be revised to reflect the change, and with that correction, staff recommended approval of all items.

Motion and second by Councilmember Smith/ Mayor Pro Tem Castillo to approve the Consent Calendar with the corrections.

Motion carried 4-0-1, with Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Smith, and Mayor Ehrenkranz voting aye and Councilmember Greene absent.

PULLED CONSENT CALENDAR ITEMS

No items were pulled.

PUBLIC HEARING

- (4) Resolution – Adoption of Resolution No. 2020-22, Establishing Solid Waste Collection Rates and EMS Program Fees for the 2020-2021 Fiscal Year and Providing for Collection Thereof on the Property Tax Roll
- Public Hearing Opened
Mayor Ehrenkranz opened the Public Hearing at 7:18 p.m.
 - Staff Presentation
City Manager Mann presented the item.
 - Questions to Staff by City Council
There were no questions.
 - Testimony by Proponents
There were none.
 - Testimony by Opponents
City Clerk Sauseda read public comments from the following:
 - Barry Talbot
 - Richard Beck
 - Response by Proponents
There were none.
 - Public Hearing Closed
Mayor Ehrenkranz closed the Public Hearing at 7:39 p.m.

- Discussion by City Council

City Attorney Graham addressed one of the comments heard earlier from an opponent.

Discussion ensued.

- Tabulation of Written Protests by City Clerk

Mayor Ehrenkranz asked the City Clerk to tabulate the protests for the Solid Waste Collection Rates and inform the Council if a majority existed.

City Clerk Sauseda announced that no protests were received.

Mayor Ehrenkranz asked the City Clerk to tabulate the protests for the EMS Program Fees and inform the Council if a majority existed.

City Clerk Sauseda announced that 7 protests were received. She deemed them all valid although a majority did not exist.

- Action by City Council

Motion and second by Mayor Pro Tem Castillo/ Councilmember Bonner to approve Resolution No. 2020-22.

Motion carried 4-0-1, with Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Smith, and Mayor Ehrenkranz voting aye and Councilmember Greene absent.

- (5) Resolution – Adoption of Resolution No. 2020-23, Approving Case No. PUP 20-0089, a Revision to a Public Use Permit to Expand an Existing Preschool and Childcare Services and Incorporate Kindergarten Age Services to Provide for up to 100 Children at the Existing Canyon Lake Community Church Located at 30515 Railroad Canyon Road

- Public Hearing Opened

Mayor Ehrenkranz opened the Public Hearing at 7:50 p.m.

- Staff Presentation

City Planner Jim Morrissey presented the item.

- Questions to Staff by City Council

There were no questions.

- Testimony by Proponents

There were none.

- Testimony by Opponents
There were none.
- Response by Proponents
There were none.
- Public Hearing Closed
Mayor Ehrenkranz closed the Public Hearing at 7:55 p.m.
- Discussion by City Council
There was none.
- Action by City Council

Motion and second by Mayor Pro Tem Castillo/ Councilmember Smith to approve the environmental determination mentioned in the staff report.

Motion carried 4-0-1, with Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Smith, and Mayor Ehrenkranz voting aye and Councilmember Greene absent.

Motion and second by Councilmembers Bonner/Smith to approve Resolution No. 2020-23.

Motion carried 4-0-1, with Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Smith, and Mayor Ehrenkranz voting aye and Councilmember Greene absent.

BUSINESS ITEMS

- (6) Resolution – Adoption of Resolution No. 2020-24, Authorizing Application for and Receipt of Local Government Planning Support Grant Program Funds

Motion and second by Mayor Pro Tem Castillo/ Councilmember Bonner to approve Resolution No. 2020-24.

Motion carried 4-0-1, with Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Smith, and Mayor Ehrenkranz voting aye and Councilmember Greene absent.

- (7) Resolution - Adoption of Resolution No. 2020-25, Authorizing “Vehicle Miles Traveled” Thresholds of Significance for Purposes of Analyzing Transportation Impacts Under the California Environmental Quality Act

Motion and second by Councilmember Bonner/ Mayor Pro Tem Castillo to approve Resolution No. 2020-25.

Motion carried 4-0-1, with Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Smith, and Mayor Ehrenkranz voting aye and Councilmember Greene absent.

- (8) Agreement – Adoption of Resolution No. 2020-26, Approving the Amended and Restated Agreement between the City of Canyon Lake and CR&R Incorporated for Solid Waste Services

Motion and second by Councilmembers Smith/ Bonner to approve Resolution No. 2020-26.

Motion carried 4-0-1, with Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Smith, and Mayor Ehrenkranz voting aye and Councilmember Greene absent.

- (9) Agreement - Cooperative Agreement with the County of Riverside for Fire Protection Services

Motion and second by Mayor Pro Tem Castillo/ Councilmember Bonner to approve the Cooperative Agreement with the County of Riverside for Fire Protection Services.

Motion carried 4-0-1, with Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Smith, and Mayor Ehrenkranz voting aye and Councilmember Greene absent.

- (10) Ordinance – Introduction and First Reading of Ordinance No. 198, An Ordinance of the City Council of the City of Canyon Lake, California, Changing the Name of Special Enforcement Department to Code Enforcement Department; Updating References Throughout the Canyon Lake Municipal Code; And Authorizing the City Manager to Make Changes to All City Documents Necessary to Reflect the Name Change

Motion and second by Councilmember Smith/ Mayor Pro Tem Castillo to approve the Introduction and First Reading of Ordinance No. 198, an Ordinance of the City Council of the City of Canyon Lake, California, Changing the Name of Special Enforcement Department to Code Enforcement Department; Updating References Throughout the Canyon Lake Municipal Code; And Authorizing the City Manager to Make Changes to All City Documents Necessary to Reflect the Name Change.

Motion carried 4-0-1, with Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Smith, and Mayor Ehrenkranz voting aye and Councilmember Greene absent.

- (11) Resolution – Adoption of Resolution No. 2020-27, Recognizing the Economic Impact of the Novel Coronavirus (COVID-19) on Canyon Lake Businesses and Taking Action to Support Local Business

Motion and second by Councilmember Smith/ Mayor Pro Tem Castillo to approve Resolution No. 2020-27.

Motion carried 4-0-1, with Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Smith, and Mayor Ehrenkranz voting aye and Councilmember Greene absent.

- (12) Resolution – Adoption of Resolution No. 2020-28, Recognizing the Economic Impact of the Novel Coronavirus (COVID-19) on Rental Properties and Authorizing the Creation of a Program Extending the Business License Fee Discount Associated with the Residential Rental Program

Motion and second by Councilmember Bonner/ Mayor Pro Tem Castillo to approve Resolution No. 2020-28.

Motion carried 4-0-1, with Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Smith, and Mayor Ehrenkranz voting aye and Councilmember Greene absent.

- (13) Resolution – Adoption of Resolution 2020-29, Allowing for the Temporary Suspension of Inspections Required by the Residential Rental Program

Motion and second by Councilmember Smith/ Mayor Pro Tem Castillo to approve Resolution No. 2020-29.

Motion carried 4-0-1, with Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Smith, and Mayor Ehrenkranz voting aye and Councilmember Greene absent.

- (14) Approval of City Budget

- Adoption of Resolution No. 2020-30, Approving the City's Fiscal Year 2020-2021 Budget and Appropriations Limit
- Adoption of Resolution No. 2020-31, Approving the Salary and Wage Schedule for Employees of the City of Canyon Lake for Fiscal Year 2020-21

Motion and second by Councilmembers Smith/ Bonner to approve Resolution No. 2020-30 & Resolution No. 2020-31.

Motion carried 4-0-1, with Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Smith, and Mayor Ehrenkranz voting aye and Councilmember Greene absent.

CITY MANAGER COMMENTS

City Manager Mann gave a few updates.

COMMITTEE AND COUNCIL REPORTS/COMMENTS

- **COUNCILMEMBER BONNER**

Councilmember Bonner briefly discussed the RCTC meeting and announced the date for the upcoming Roundtable meeting. Lastly, he thanked the staff for all their work over the last few months.

- **MAYOR PRO TEM CASTILLO**

Mayor Pro Tem Castillo gave a quick shout out to the Canyon Lake Family Matters Club and announced the upcoming parade to celebrate the Canyon Lake graduates. Lastly, she urged everyone to be kind to one another.

- **COUNCILMEMBER GREENE**

Councilmember Greene was absent.

- **COUNCILMEMBER SMITH**

Councilmember Smith echoed Mayor Pro Tem Castillo's comments and asked everyone to remain kind to one another. He discussed the County's COVID-19 grant and spoke briefly about the challenges currently being faced by RTA. He also asked residents to complete their Census. Lastly, he sent prayers for not only those affected by the COVID-19 pandemic, but also the businesses currently being affected by the riots.

- **MAYOR EHRENKRANZ**

Mayor Ehrenkranz did not provide reports from his committees, however, he did speak on the current events affecting our Nation.

Lastly Mayor Ehrenkranz discussed the proposed date change for the upcoming July City Council Meeting. The Council agreed to change the date to July 8, 2020.

ADJOURNMENT

The meeting was adjourned at 9:29 p.m.

Respectfully submitted,

Ana V. Sauseda, CMC
City Clerk

ORDINANCE NO. 198

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, CHANGING THE NAME OF SPECIAL ENFORCEMENT DEPARTMENT TO CODE ENFORCEMENT DEPARTMENT; UPDATING REFERENCES THROUGHOUT THE CANYON LAKE MUNICIPAL CODE; AND AUTHORIZING THE CITY MANAGER TO MAKE CHANGES TO ALL CITY DOCUMENTS NECESSARY TO REFLECT THE NAME CHANGE

THE CITY COUNCIL OF THE CITY OF CANYON LAKE DOES ORDAIN AS FOLLOWS:

SECTION 1. NAME CHANGE

The department within the City of Canyon Lake formerly entitled “Special Enforcement Department” is hereby designated “Code Enforcement Department.”

SECTION 2. REFERENCES

As of the effective date of this ordinance, all references to “Special Enforcement Department”, “Special Enforcement”, and “Special Enforcement Officer”, are deemed to be references to “Code Enforcement Department”, “Code Enforcement”, and “Code Enforcement Officer”, respectively, except where the historical reference to “Special Enforcement Department”, “Special Enforcement”, and “Special Enforcement Officer” are called for by context.

SECTION 3. AUTHORITY TO REVISE

The City Clerk, with the approval of the City Manager, is authorized to amend the Canyon Lake Municipal Code as she deems appropriate in order to carry out the name change authorized by this ordinance. The City Manager is authorized to amend all City documents, position titles, and all other references consistent with the intent of this ordinance.

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SECTION 4. EFFECTIVE DATE

This ordinance shall become effective on the Thirty-First Day following passage by a majority of the City Council.

PASSED APPROVED AND ADOPTED this 8th day of July, 2020.

Jordan Ehrenkranz, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana V. Sauseda, CMC
City Clerk

Steven Graham, City Attorney



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Mike A. Borja

DATE: July 8, 2020

SUBJECT: Adoption of Resolution No. 2020-33, Authorizing Participation in the County of Riverside's Urban County Program for Fiscal Years 2021-22, 2022-2023, and 2023-2024

Recommendation

That the City Council adopt Resolution No. 2020-33, authorizing participation in the County of Riverside's Urban County Program for Fiscal Years 2021-22, 2022-2023, and 2023-2024.

Background

Execution of the Cooperation Agreement and adoption of the resolution allows the City of Canyon Lake to continue participating in the County's Community Development Block Grant (CDBG), as well as the HOME Investment Partnerships Program, and Emergency Solutions Grant program (ESG). Cities that have chosen to be included in the designation must enter into a cooperation agreement by no later than July 10, 2020.

Consequently, under the Cooperation Agreement, the City of Canyon Lake becomes ineligible to apply for State CDBG programs, as well as receiving funding through a HOME consortium during this period of the Urban County program.

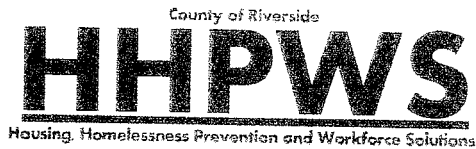
Fiscal Impact

No fiscal impact.

Attachments

1. Participation Letter from the County of Riverside on Cooperation Agreement
2. Executed Cooperation Agreement with County of Riverside
3. Resolution No. 2020-33 Authorizing Participation in the Urban County Programs

ATTACHMENT 1



June 9, 2020

Chris Mann, City Manager
City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587

SUBJECT: Cooperation Agreement for Urban County Qualification 2021-2024; Community Development Block Grant, HOME Investment Partnerships Program, and Emergency Solutions Grant.

Dear Mr. Mann:

This letter serves to confirm the City of Canyon Lake's election to participate in the County of Riverside's Community Development Block Grant, Emergency Solutions Grant, and HOME Urban County programs for Federal Fiscal Years 2021, 2022, and 2023 (July 1, 2021, through June 30, 2024).

Cities that have chosen to be included in the designation **must enter** into a cooperation agreement **no later than July 10, 2020**. During the three-year period beginning July 1, 2021, and ending June 30, 2024, cities will not be allowed to withdraw from the County's urban program. Any unincorporated portion of the County that incorporates, or is annexed, during the qualification period will remain a part of the urban county through the end of the period.

Execution of the Cooperation Agreement and adoption of the resolution allows the City of Canyon Lake to participate in the County's CDBG, HOME, and ESG programs. Consequently, the City is **ineligible** to apply for grants under HUD's Small Cities (State CDBG) programs, and the City cannot receive funding through a HOME consortium, for the fiscal years during the period in which you are participating in the Urban County program.

The Cooperation Agreement complies with current HUD requirements and cannot be altered or modified. In addition, your City Council must adopt a resolution confirming participation in the County's program. We have enclosed a sample resolution; please incorporate **all of the text** contained in the sample into your City's resolution format.

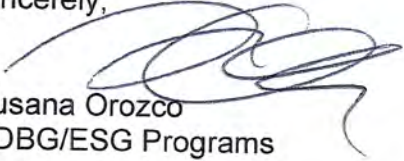
Please return the following documents to EDA, no later than **July 10, 2020**:

- Executed *Cooperation Agreement* (3-originals);
- Resolution adopted by City Council confirming participation in the Urban County program; and

- Copy of the City Council minute order approving the *Cooperation Agreement*.

Your assistance in meeting the required deadline of **July 10, 2020**, is critical, as there will be no allowable extension beyond this date. If you have any questions, please contact Lailah Espritt at 951-955-5937 or laespritt@rivco.org.

Sincerely,



Susana Orozco
CDBG/ESG Programs

Enclosures: Cooperation Agreement and Sample Resolution

ATTACHMENT 2

1 housing facilities for homeless individuals and families, to operate these facilities and provide
2 essential social services, and to help prevent homelessness.

3 **WHEREAS**, CDBG regulations requires an eligible county to re-qualify as Urban County
4 under the CDBG program every three (3) years; and

5 **NOW THEREFORE**, in consideration of the mutual covenants herein set forth
6 and the mutual benefits to be derived there from, the Parties agree as follows:

7 1. GENERAL.

8 (a). This Agreement gives COUNTY authority to undertake, or assist in
9 undertaking, activities for Fiscal Years 2021-22, 2022-23, and 2023-24, that will be funded from
10 the CDBG, HOME, and ESG programs and from any program income generated from the
11 expenditure of such funds. COUNTY and CITY agree to cooperate, to undertake, or to assist in
12 undertaking, community renewal and lower-income housing assistance activities. COUNTY is
13 qualified as an "Urban County" under the ACT. CITY, by executing this Agreement, hereby gives
14 notice of its election to participate in an Urban County's Community Development Block Grant
15 (CDBG), Home Investment Partnership Act (HOME), and Emergency Solutions Grant (ESG)
16 programs, hereinafter referred to as "Urban County Programs".

17 (b). By executing this Agreement, CITY understands that it may not apply for
18 grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during
19 the period in which it participates in the Urban County's CDBG program and that CITY may only
20 participate in the HOME program through the COUNTY'S Urban County Programs, not a HOME
21 consortium. The CITY may also apply for HOME funds from the State of California, if permitted
22 by the State.

23 (c). By executing this Agreement, CITY understands that it may only receive a
24 formula allocation of ESG funds through the COUNTY'S Urban County Programs. The CITY
25 may also apply for ESG funds from the State of California, if permitted by the State.

1 2. TERM.

2 The term of this Agreement shall be for three (3) years commencing on July 1,
3 2021, through June 30, 2024, unless an earlier date of termination is fixed by U.S. Department of
4 Housing and Urban Development, hereinafter referred to as HUD, pursuant to ACT.

5 COUNTY shall notify CITY of CITY's right not to participate in the next three-year period
6 no later than the date specified by HUD in the *Urban County Qualification Notice*. CITY shall
7 notify COUNTY no later than the date specified in COUNTY's notification that CITY elects not
8 to participate in the next three-year Urban County Program. COUNTY shall send copies of all
9 notifications required by this Paragraph to the HUD Field Office.

10 The terms of this Agreement shall remain in effect until the CDBG, HOME, and
11 ESG funds and program income received with respect to activities carried out during the three-
12 year qualification period are expended and the funded activities completed. Furthermore, neither
13 the COUNTY nor the CITY may terminate or withdraw from this Agreement while it remains in
14 effect.

15 3. PREPARATION OF FEDERALLY REQUIRED FUNDING
16 APPLICATIONS.

17 The Riverside County Department of Housing, Homelessness Prevention, and
18 Workforce Solutions, subject to approval of COUNTY's Board of Supervisors, shall be
19 responsible for preparing and submitting to HUD, in a timely manner, all reports and statements
20 required by the ACT and the Federal regulations promulgated by HUD to secure entitlement grant
21 funding under the CDBG, HOME, and ESG programs. This duty shall include the preparation and
22 processing of COUNTY Housing, Community, and Economic Development Needs Identification
23 Report, Citizen Participation Plan, the County Five-Year Consolidated Plan, One-Year Action
24 Plan, Consolidated Annual Performance and Evaluation Report (CAPER), and other related
25 programs which satisfy the application requirements of ACT and its regulations.

26 4. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND
27 OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCES.

1 (a) COUNTY and CITY will comply with the applicable provisions of the ACT
2 and those Federal regulations promulgated by HUD pursuant thereto, as the same currently exists
3 or may hereafter be amended.

4 (b) The COUNTY and CITY **are hereby obligated** to take all actions necessary
5 to assure compliance with COUNTY's certification regarding affirmatively furthering fair housing
6 pursuant to Section 104 (b) of Title I of ACT, as amended.

7 (c) The COUNTY and CITY are hereby obligated to take all actions necessary
8 to assure compliance with Section 504 of the Rehabilitation Act of 1973 and the Age
9 Discrimination Act of 1975.

10 (d) COUNTY and CITY shall comply with the applicable provisions of the
11 following: National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964
12 and Title VIII of the Civil Rights Act of 1968; the Fair Housing Act; Title 24 Code of Federal
13 Regulations part 570; Cranston-Gonzales National Affordable housing Act (Public Law 101-625);
14 Executive Order 11063, as amended by Executive Order 12259; Executive Order 11988; the
15 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42
16 U.S.C.§4630, et. seq.); and other Federal or state statute or regulation applicable to the use of
17 CDBG, HOME Investment Partnerships Act (enacted as Title II of the National Affordable
18 Housing Act of 1990), and Emergency Solutions Grant funds.

19 (e) CITY agrees that the Urban County Program funding for activities in, or in
20 support of, the CITY are prohibited if CITY does not affirmatively further fair housing within
21 CITY'S jurisdiction or impedes COUNTY actions to comply with its fair housing certification.

22 (f) CITY and COUNTY shall meet the citizen participation requirements of 24
23 CFR 570.301 and provide Riverside County citizens with all of the following:

24 i. The estimate of the amount of CDBG funds proposed to be used for
25 activities that will benefit persons of low and moderate-income;

26 ii. A plan for minimizing displacement of persons as a result of
27 activities assisted with CDBG funds and to assist persons actually displaced as a result of such
28 activities;

1 iii. A plan that provides for and encourages citizen participation, with
2 particular emphasis on participation by persons of low and moderate-incomes, residents of slum
3 and blighted areas, and of areas in which funds are proposed to be used, and provides for
4 participation of residents in low and moderate-income neighborhoods;

5 iv. Reasonable and timely access to local meetings, information, and
6 records relating to the grantee's proposed use of funds, as required by the regulations of the
7 Secretary, and relating to the actual use of funds under the ACT;

8 v. Provide for public meetings to obtain citizen views and to respond
9 to proposals and questions at all stages of the community development program, including at least
10 the development of needs, the review of proposed activities and review of program performance.
11 Meetings shall be held after adequate notice, at times and locations convenient to potential or
12 actual beneficiaries, and with accommodation for the disabled.

13 (g) CITY shall develop a community development plan, for the period of this
14 Agreement, which identifies community development and housing needs and specifies both short
15 and long-term community development objectives.

16 (h) CITY certifies, to the best of its knowledge and belief, that:

17 i. No Federal appropriated funds have been paid or will be paid, by or
18 on behalf of the CITY, to any person influencing or attempting to influence an officer or employee
19 of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a
20 Member of Congress, in connection with the awarding of any Federal contract, the making of any
21 Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and
22 the extension, continuation, renewal, amendment or modification of any Federal contract, grant,
23 loan or cooperative agreement.

24 ii. If any funds other than Federally-appropriated funds have been paid
25 or will be paid to any person for influencing or attempting to influence an officer or employee of
26 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a
27 Member of Congress, in connection with this Federal contract, grant, loan, or cooperative
28

1 agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to
2 Report Lobbying", in accordance with its instructions.

3 iii. The CITY shall require that the language provided in Section 4(e)(i)
4 and (ii) of this Agreement be included in the award documents for all sub-awards at all tiers
5 (including subcontracts, sub- grants and contracts under grants, loans, and cooperative agreements)
6 and that all sub-recipients shall certify and disclose accordingly. This certification is a material
7 representation of fact upon which reliance was placed when this transaction was made or entered
8 into.

9 (i) CITY certifies that it has adopted and is enforcing a policy prohibiting the
10 use of excessive force by law enforcement agencies within its jurisdiction against any individuals
11 engaged in non-violent civil rights demonstrations, and that it has adopted and is enforcing
12 applicable State and local laws against physically barring entrance to, or exit from, a facility or
13 location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

14 5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

15 The COUNTY's Board of Supervisors have adopted policies and procedures to
16 ensure efficient and effective administration of the CDBG, HOME, and ESG programs. COUNTY
17 will provide these policies and procedures to CITY within a reasonable time after this Agreement's
18 commencement date. COUNTY and City agree to comply with these said policies and program
19 objectives and to take no actions to obstruct implementation of the approved 2019-2024 and
20 subsequent Five Year Consolidated Plans.

21 6. OTHER AGREEMENTS.

22 Pursuant to Federal regulations at 24 CFR 570.501(b), CITY is subject to the same
23 requirements applicable to sub-recipients, including the requirement of a written agreement set
24 forth in Federal regulations at 24 CFR 570.503. For each fiscal year during the term of this
25 Agreement, COUNTY and CITY shall enter into an additional agreement, commonly known as a
26 Supplemental Agreement, that will have a term coinciding with a CDBG Program Year and
27 enumerate the project(s) CITY will implement with its entitlement funds. Said Supplemental
28 Agreement will set forth the time schedule for completion of said project(s) and any funding

1 sources, in addition to entitlement funds, that will be used in completing the project(s). If
2 substantial compliance with the completion schedule, due to unforeseen or uncontrollable
3 circumstances, cannot be met by CITY, the schedule for the project(s) may be extended by
4 COUNTY. If COUNTY determines that substantial progress toward drawdown of funds is not
5 made during the term of the Supplemental Agreement, the entitlement funds associated with the
6 project(s) may be reprogrammed by COUNTY, to other activities as determined by COUNTY,
7 after COUNTY provides appropriate written notice to CITY. COUNTY's decision not to extend
8 the completion schedule associated with the project(s), or to reprogram the entitlement funds
9 associated with the project(s), will not excuse CITY from complying with terms of this Agreement.

10 7. DETERMINATION OF PROJECTS TO BE FUNDED AND
11 DISTRIBUTION OF ENTITLEMENT FUNDS.

12 CITY agrees to submit to COUNTY, no later than the date specified by COUNTY
13 prior to each program year, the activities that the CITY desires to implement with its entitlement
14 funds, said designation to comply with statutory and regulatory provisions governing citizen's
15 participation. Said designation is to be reviewed by the COUNTY's Department of Housing,
16 Homelessness Prevention, and Workforce Solutions to determine that the projects are eligible
17 under Federal regulations for funding and inclusion in the One Year Action Plan of the County's
18 Five-Year Consolidated Plan and consistent with both Federal and COUNTY policy governing
19 use of Community Development Block Grant (CDBG) funds.

20 In the event that CITY fails to submit to COUNTY the identified activities that the
21 CITY desires to implement with its entitlement funds by the date specified prior to each program
22 year, the COUNTY may determine the activities to be funded, without consent of the CITY,
23 consistent with both Federal and COUNTY policy governing use of Community Development
24 Block Grant (CDBG) funds.

25 Consistent with Paragraphs 3, 4, 5, 6, and 7 of this Agreement, COUNTY's Board
26 of Supervisors will make the final determination of the distribution and disposition of all CDBG
27 funds received by COUNTY pursuant to the ACT.
28

1 8. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

2 CITY warrants that those officers, employees, and agents, retained by it and
3 responsible for implementing projects funded with CDBG have received, reviewed, and will
4 follow the Community Development Block Grant Manual that has been prepared and amended by
5 COUNTY, and by this reference, said Manual is incorporated herein and made a part hereof.

6 9. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY
7 CONSTRUCTED WITH CDBG FUNDS.

8 When CDBG funds are used, in whole or in part, by CITY to acquire real property
9 or to construct a public facility, CITY will comply with the National Environmental Policy Act of
10 1969 (42 U.S.C. §§4321, et seq.), the California Environmental Quality Act (Cal. Pub. Resources
11 Code §§21000, et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies
12 Act of 1970 (42 U.S.C. §§4630, et seq.), and the California Government Code Sections 7260 et
13 seq., as those Acts may be amended from time-to-time and any Federal or state regulations issued
14 to implement the aforementioned laws.

15 In addition, the following is to occur:

16 (a) Title to the real property shall vest in CITY;

17 (b) The real property title will be held by or the constructed facility will be
18 maintained by the CITY for the approved use until five (5) years after the date that the project is
19 reported as “Completed” within the annual Consolidated Annual Performance and Evaluation
20 Report.

21 (c) While held by CITY, the real property or the constructed facility is to be
22 used exclusively for the purpose for which acquisition or construction was originally approved by
23 COUNTY;

24 (d) CITY shall provide timely notice to COUNTY of any action which would
25 result in a modification or change in the use of the real property purchased or improved, in whole
26 or in part, with CDBG or HOME funds from that planned at the time of acquisition or
27 improvement, including disposition.

1 (e) CITY shall provide timely notice to citizens and opportunity to comment
2 on any proposed modification or change;

3 (f) Written approval from COUNTY must be secured if the property or the
4 facility is to be put to an alternate use that is or is not consistent with Federal regulations governing
5 CDBG funds;

6 (g) Should CITY desire during the five (5) year period to use the real property
7 or the constructed facility for a purpose not consistent with applicable Federal regulations
8 governing CDBG funds or to sell the real property or facility, then:

9 (i) If CITY desires to retain title, it will have to reimburse either COUNTY
10 or the Federal government an amount that represents the percentage of current fair market value
11 that is identical to the percentage that CDBG funds initially comprised to when the property was
12 acquired or the facility was constructed;

13 (ii) If CITY sells the property or facility, or is required to sell the property
14 or facility, CITY is to reimburse the COUNTY an amount that represents the percentage of
15 proceeds realized by the sale that is identical to the percentage that CDBG funds comprised of the
16 monies paid to initially acquire the property or construct the facility. This percentage amount will
17 be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

18 10. DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE
19 OF CDBG FUNDS.

20 CITY shall inform COUNTY of any income generated by the expenditure of
21 CDBG funds received by CITY from COUNTY. CITY may not retain any program income so
22 generated. Any and all program income shall be returned to the County and may only be used for
23 eligible activities in accordance with all CDBG requirements, including all requirements for citizen
24 participation.

25 The COUNTY is required by HUD to monitor and report the receipt and use of all
26 program income. CITY is required to track, monitor, and report any and all program income as
27 requested by COUNTY.
28

1 11. TERMINATION.

2 Except as provided for in Paragraph 2, CITY and COUNTY cannot terminate or
3 withdraw from this Agreement while it remains in effect.

4 12. FORMER AGREEMENTS UTILIZING COMMUNITY
5 DEVELOPMENT BLOCK GRANT FUNDS BETWEEN COUNTY AND CITY.

6 All agreements between CITY and COUNTY regarding the use of CDBG funds for
7 fiscal years 1975-76 through 2020-2021, and any Supplemental Agreements thereunder, shall
8 remain in full force and effect. If the language of this Agreement is in conflict or inconsistent with
9 the terms of any prior said agreements between CITY and COUNTY, the language of this
10 Agreement will be controlling.

11 13. INDEMNIFICATION

12 CITY agrees to indemnify, defend and hold harmless COUNTY and its authorized officers,
13 employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or
14 liability arising from CITY acts, errors or omissions and for any costs or expenses incurred by
15 COUNTY on account of any claim therefore, except where such indemnifications is prohibited by
16 law. CITY shall promptly notify COUNTY in writing of the occurrence of any such claims,
17 actions, losses, damages, and/or liability. CITY shall indemnify and hold harmless COUNTY
18 against any liability, claims, losses, demands, and actions incurred by COUNTY as a result of the
19 determination by HUD or its successor that activities undertaken by CITY under the program(s)
20 fail to comply with any laws, regulations, or policies applicable thereto or that any funds billed by
21 and disbursed to CITY under this Agreement were improperly expended.

22 14. COMPLIANCE WITH LAWS AND REGULATIONS.

23 By executing this Agreement, the Parties hereby certify that they will adhere to and
24 comply with all applicable Federal, state, and local laws, regulations, and ordinances.

25 15. ENTIRE AGREEMENT.

26 It is expressly agreed that this Agreement embodies the entire agreement of the
27 Parties in relation to the subject matter hereof, and that no other agreement or understanding,
28 verbal or otherwise, relative to this subject matter, exists between the Parties at the time of

1 execution.

2 16. SEVERABILITY.

3 Each paragraph and provision of this Agreement is severable from each other
4 provision, and if any provision or part thereof is declared invalid, the remaining provisions shall
5 remain in full force and effect.

6 17. ASSIGNMENT.

7 The Parties will not make any sale, assignment, conveyance or lease of any trust
8 or power, or transfer in any other form with respect to this Agreement, without prior written
9 approval of the other Party.

10 18. INTERPRETATION AND GOVERNING LAW.

11 This Agreement and any dispute arising hereunder shall be governed by and
12 interpreted in accordance with the laws of the State of California. This Agreement shall be
13 construed as a whole according to its fair language and common meaning to achieve the objectives
14 and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are
15 to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all
16 Parties having been represented by counsel in the negotiation and preparation hereof.

17 19. WAIVER.

18 Failure by a Party to insist upon the strict performance of any of the provisions of
19 this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default
20 of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict
21 compliance by the other Party with the terms of this Agreement thereafter.

22 20. JURISDICTION AND VENUE.

23 Any action at law or in equity arising under this Agreement or brought by a Party
24 hereto for the purpose of enforcing, construing or determining the validity of any provision of this
25 Agreement shall be filed in the Superior Court of California, County of Riverside, State of
26 California, and the Parties hereto waive all provisions of law providing for the filing, removal or
27 change of venue to any other court or jurisdiction.

1 21. PROHIBITION OF CDBG FUND TRANSFER

2 The CITY may not sell, trade, or otherwise transfer all or any portion of the CDBG
3 funds to another such cooperating city, metropolitan city, urban county, or Indian tribe, that
4 directly receives CDBG funds in exchange for any other funds, credits, or non-Federal
5 considerations. CITY must use the CDBG funds for activities eligible under Title I of the ACT.

6 22. EMERGENCY SOLUTIONS GRANT FORMULA ALLOCATION

7 CITY acknowledges that while participating in the COUNTY's Urban County
8 program, CITY can only receive a formula Emergency Solutions Grant (ESG) allocation from
9 the Urban County program and only at such times as authorized by the Board of Supervisors. The
10 CITY and COUNTY may also apply for ESG funds from the State of California, if permitted by
11 the State.

12 23. HOME INVESTMENT PARTNERSHIP ACT FORMULA
13 ALLOCATION

14 CITY acknowledges that while participating in the COUNTY's Urban County
15 program, CITY can only receive a formula HOME allocation from the Urban County program
16 and only at such times as authorized by the Board of Supervisors. The CITY and COUNTY may
17 also apply for HOME funds from the State of California, if permitted by the State.

18 24. AMENDMENTS

19 No change, amendment, or modification to the Agreement shall be valid or binding
20 upon CITY or COUNTY unless such change, amendment, or modification is in writing and duly
21 executed. CITY and COUNTY agree to adopt any necessary amendments to this Agreement to
22 incorporate changes required by HUD as set forth in the Urban County Qualification Notice.
23 Amendments must be submitted to HUD as provided in the Urban County Qualification Notice
24 and failure to do so will void the automatic renewal for such qualification period.

25 24. AUTHORITY TO EXECUTE.

26 The persons executing this Agreement or exhibits attached hereto on behalf of the
27 Parties to this Agreement hereby warrant and represent that they have the authority to execute
28 this Agreement and warrant and represent that they have the authority to bind the respective

1 Parties to this Agreement to the performance of its obligations hereunder.

2 25. INCORPORATION OF RECITALS

3 The Parties hereby affirm the facts set forth in the recitals above. Said recitals are
4 incorporated herein and made an operative part of this Agreement.

5 **IN WITNESS WHEREOF**, the COUNTY and CITY have executed this
6 Agreement on the date shown below.

7
8 Date: _____

9
10 COUNTY OF RIVERSIDE,
11 a political subdivision of the
12 State of California

CITY OF CANYON LAKE,
a general law city

13 BY: _____
14 Heidi Marshall, Director
15 Housing, Homelessness Prevention
& Workforce Solutions

BY: _____
Mayor

17 APPROVED AS TO FORM:
18 Gregory P. Priamos, County Counsel

ATTEST:

19
20
21 By: _____
22 Amrit Dhillon, Deputy County Counsel

BY: _____
City Clerk

24 APPROVED AS TO FORM:

25
26 BY: _____
27 City Attorney
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COUNTY COUNSEL CERTIFICATION

The Office of County Counsel hereby certifies that the terms and provisions of this Agreement are fully-authorized under state and local law and that the Agreement provides full legal authority for the COUNTY to undertake, or assist in undertaking, essential community development and housing assistance activities specifically urban renewal and publicly assisted housing.

Gregory P. Priamos
County Counsel

By: _____
Deputy, Amrit Dhillon

ATTACHMENT 3



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

DATE: July 8, 2020

SUBJECT: Adoption of Resolution No. 2020-34, Ratifying the Lease Agreement Between the City of Canyon Lake and AMP Global, LLC for Office Space Located at 31526 Railroad Canyon Road, Suite 4, and Authorizing a Budget Adjustment in the Amount of \$7,000 for Fiscal Year 2020-2021

Recommendation

That the City Council adopt Resolution No. 2020-34, ratifying the lease agreement between the City of Canyon Lake and AMP Global, LLC for office space located at 31526 Railroad Canyon Road, Suite 4, in the City of Canyon Lake, and authorizing a budget adjustment in the amount of \$7,000 for fiscal year 2020-2021.

Background

On March 26, 2019, the City Council authorized the City Manager to enter into a lease agreement with AMP Global, LLC for approximately 1,371 square feet of office space located at 31526 Railroad Canyon Road, Suite 5, in the City of Canyon Lake for the purpose of housing City Administration. The Term of the lease was five years, commencing on March 27, 2019.

As the City has implemented a number of new programs over the past year, and as City operations continue to be updated and professionalized, a need for additional office space has become apparent.

On June 4, 2020, the City was contacted by AMP Global, LLC and informed that Suite 4, which consists of approximately 168 square feet that is adjacent to and shares an interior door with Suite 5, had become available. As the City required additional office space, as the amount of the lease for Suite 4 was within the spending authority granted to the City Manager, and as AMP Global, LLC could not wait until the City Council's next meeting for a commitment, the City Manager sought and received approval from the Finance and Planning Committee and proceeded with signing a lease agreement for Suite 4 on June 24, 2020.

The lease agreement became effective July 1, 2020, and will terminate unless extended on March 26, 2024, which coincides with the termination date of the City's lease agreement for Suite 5. The base rent was set at \$400 per month with an annual increase of 3%. The landlord shall pay property taxes and the City shall pay for other operating expenses including but not limited to insurance, HOA dues, electricity, water and trash. The total cost of this lease agreement for fiscal year 2020-2021 is not expected to exceed \$7,000.

Fiscal Impact

Additional General Fund expenditures of approximately \$19,000 in rent, plus operating expenses (insurance, HOA dues, electricity, water and trash), spread between fiscal years 2020-2021, 2021-2022, 2022-2023 and 2023-2024.

Attachments

1. Resolution No. 2020-34
2. Lease Agreement

ATTACHMENT 1

RESOLUTION NO. 2020-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, RATIFYING THE LEASE AGREEMENT BETWEEN THE CITY AND AMP GLOBAL, LLC FOR OFFICE SPACE LOCATED AT 31526 RAILROAD CANYON ROAD, SUITE 4, AND AUTHORIZING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$7,000 FOR FY 2020-21

WHEREAS, on March 26, 2019, the City Council authorized the City Manager to enter into a lease agreement with AMP Global, LLC for office space located at 31526 Railroad Canyon Road, Suite 5; and

WHEREAS, the City has identified the need for additional office space; and

WHEREAS, on June 4, 2020, AMP Global, LLC informed the City that 31526 Railroad Canyon Road, Suite 4 had become available; and

WHEREAS, the City Manager signed a lease agreement for Suite 4 on June 24, 2020.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CANYON LAKE DOES RESOLVE AS FOLLOWS:

SECTION 1. The lease agreement signed by the City Manager on June 24, 2020 for additional office space located at 31526 Railroad Canyon Road, Suite 4, is hereby ratified.

SECTION 2. The City Council authorizes a budget adjustment in the General Fund for FY 2020-21 in the amount of \$7,000.

SECTION 3. This Resolution takes effect immediately.

PASSED, APPROVED, AND ADOPTED this 8th day of July, 2020.

Jordan Ehrenkranz, Mayor

ATTEST:

Ana V. Sauseda, CMC
City Clerk

ATTACHMENT 2



COMMERCIAL LEASE AGREEMENT
(C.A.R. Form CL, Revised 12/15)

Date (For reference only): June 23, 2020

AMP Global LLC, White Tara Investment LLC
City of Canyon Lake

("Landlord") and

("Tenant") agree as follows:

- PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 31526 Railroad Canyon Rd, Ste 4, Canyon Lake, Ca 92587 ("Premises"), which comprise approximately 7.000 % of the total square footage of rentable space in the entire property. See exhibit _____ for a further description of the Premises.
- TERM:** The term begins on (date) July 1, 2020 ("Commencement Date").
(Check A or B):
 A. Lease: and shall terminate on (date) March 26, 2024 at 5 AM PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
 B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
 C. RENEWAL OR EXTENSION TERMS: See attached addendum _____
- BASE RENT:**
A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):
 (1) \$ _____ per month, for the term of the agreement.
 (2) \$ _____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for _____ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
 (3) \$ 400.00 per month for the period commencing July 1, 2020 and ending March 26, 2021 and \$ 412.00 per month for the period commencing March 27, 2021 and ending March 26, 2022 and \$ 430.00 per month for the period commencing March 27, 2022 and ending March 26, 2024.
 (4) In accordance with the attached rent schedule.
 (5) Other: _____
B. Base Rent is payable in advance on the **1st** (or 27) day of each calendar month, and is delinquent on the next day.
C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.
- RENT:**
A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
B. Payment: Rent shall be paid to (Name) AMP Global LLC at (address) 1101 California Ave. Ste 100, Corona, Ca 92881, or at any other location specified by Landlord in writing to Tenant.
C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.
- EARLY POSSESSION:** Tenant is entitled to possession of the Premises on _____. If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant is is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.
- SECURITY DEPOSIT:**
A. Tenant agrees to pay Landlord \$ 800.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.
B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.
C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials (PW) (mmw)

Tenant's Initials (CM) ()



7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>07/01/2020</u> To <u>08/26/2020</u> Date Date	\$ <u>746.67</u>	\$ _____	\$ <u>746.67</u>	<u>07/01/2020</u>
B. Security Deposit	\$ <u>800.00</u>	\$ _____	\$ <u>800.00</u>	<u>07/01/2020</u>
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total:	\$ <u>1,546.67</u>	\$ _____	\$ <u>1,546.67</u>	_____

- 8. PARKING:** Tenant is entitled to _____ unreserved and _____ reserved vehicle parking spaces. The right to parking is is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.
- 9. ADDITIONAL STORAGE:** Storage is permitted as follows: _____
The right to additional storage space is is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.
- 10. LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 calendar days** after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, **\$85.00** as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.
- 11. CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: _____
Items listed as exceptions shall be dealt with in the following manner: _____
- 12. ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.
- 13. TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant. Tenants shall pay the proportionate share of utility and service bills not directly billed.
- 14. PROPERTY OPERATING EXPENSES:**
A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. Landlord only pays property tax. Tenant pay all remaining operating expenses including insurance & HOA fees.
OR B. (If checked) Paragraph 14 does not apply.
- 15. USE:** The Premises are for the sole use as City Administration
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.
- 16. RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.
- 17. MAINTENANCE:**
A. Tenant OR (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.
B. Landlord OR (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and Tenant shall maintain common hallways, 2 common bathrooms, and utility room, etc.

Landlord's Initials (JW) (MMW)

Tenant's Initials (CM) ()



- 18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or _____) day period preceding the termination of the agreement.
- 22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within **60 (or _____) calendar days** after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

- 25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
- 27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$1,000,000.00 and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured, Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$1,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials (TW) (MMW)

Tenant's Initials (CM) ()

CL REVISED 12/15 (PAGE 3 OF 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 3 OF 6)



- 30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. **CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises has, or has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises has, or has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.
- 35. **DISPUTE RESOLUTION:**
 - A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
 - B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions. (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.
 - "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."
 - "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials <u>TN</u> / <u>MMW</u>	Tenant's Initials <u>CM</u> / _____
--	-------------------------------------

Landlord's Initials (TN) (MMW)

Tenant's Initials (CM) _____

CL REVISED 12/15 (PAGE 4 OF 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 4 OF 6)



Premises: 31526 Railroad Canyon Rd, Ste 4, Canyon Lake, Ca 92587

Date June 23, 2020

36. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

37. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: _____
AMP Global LLC
1101 California Ave. Ste 100
Corona, Ca 92881

Tenant: _____
City of Canyon Lake
31516 Railroad Canyon Rd
Canyon Lake, Ca 92587

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

38. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

39. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

40. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** 1) Tenant is disclosed and agrees that dual agent Jennifer Wu is also the managing member of landlord AMP Global LLC. 2) Landlord agrees to change the carpet matching the carpet of Ste 5 and paint interior walls to match the paint in Ste 5. Painting job includes painting the baseboards white color, same as Ste 5. Interior doors will to be paint white. Unit to be delivered clean.-End-

The following ATTACHED supplements/exhibits are incorporated in this agreement: Option Agreement (C.A.R. Form OA)

41. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.

42. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

43. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.

44. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
Listing Agent: American #1 Realty, Inc. (Print Firm Name) is the agent of (check one):
 the Landlord exclusively; or both the Tenant and Landlord.
Selling Agent: American #1 Realty, Inc. (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):
 the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.
Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials (PW) (MMW)

Tenant's Initials (CM) ()

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COMMERCIAL LEASE AGREEMENT (CL PAGE 5 OF 6)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

31526 Railroad



Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant *Chris Man*  Date 06/24/2020 10:02 AM PDT

City of Canyon Lake
(Print name)
Address 31516 Railroad Canyon Rd. City Canyon Lake State Ca Zip 92587

Tenant _____ Date _____
(Print name)
Address _____ City _____ State _____ Zip _____

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____
Guarantor _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord *Jennifer Wu*  Date 06/24/2020 05:17 PM PDT
(owner or agent with authority to enter into this agreement) AMP Global LLC
Address 1101 California Ave., Ste 100 City Corona State Ca Zip 92881

Landlord *Margaret M H Wu*  Date 06/24/2020 05:43 PM PDT
(owner or agent with authority to enter into this agreement) White Tara Investment LLC
Address 1101 California Ave. Ste 100 City Corona State Ca Zip 92881

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) American #1 Realty, Inc. DRE Lic. # 01907356

By (Agent) *Jennifer Wu*  DRE Lic. # 01893143 Date 06/24/2020 05:17 PM PDT
Jennifer Wu

Address 1101 California Ave. Ste 100 City Corona State Ca Zip 92881
Telephone (626)715-9696 Fax (800)844-9158 E-mail jenniferwujw@gmail.com

Real Estate Broker (Listing Firm) American #1 Realty, Inc. DRE Lic. # 01907356

By (Agent) *Jennifer Wu*  DRE Lic. # 01893143 Date 06/24/2020 05:17 PM PDT
Jennifer Wu

Address 1101 California Ave. Ste 100 City Corona State Ca Zip 92881
Telephone (626)715-9696 Fax (800)844-9158 E-mail jenniferwujw@gmail.com

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COMMERCIAL LEASE AGREEMENT (CL PAGE 6 OF 6)





COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM

(C.A.R. Form CLCA 11/16)

This is an addendum to the Commercial Lease Agreement (lease) dated March 25, 2019 in which AMP Global LLC, White Tara Investment LLC is referred to as "Landlord" and City of Canyon Lake is referred to as "Tenant".

Paragraph 34 of the lease is deleted in its entirety and replaced by the following:

Paragraph 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:

- A. Landlord states that the Premises have, or have not been inspected by a Certified Access Specialist (CASp).
B. If the Premises have been inspected by a CASp.
(1) Landlord states that the Premises have, or have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.
(2) (i) Tenant has received a copy of the report at least 48 hours before executing this lease.
OR (ii) Tenant has received a copy of the report prior to, but no more than, 48 hours before, executing this lease.
OR (iii) Tenant has not received a copy of the report prepared by the CASp prior to execution of this lease.
C. If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection,
"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law.
D. Notwithstanding anything to the contrary in paragraph 17, 18, 19 or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards are the responsibility of Tenant, Landlord, Other

Tenant (Signature) [Signature] Date 06/24/2020 10:02 AM PDT

Tenant (Print name) City of Canyon Lake

Tenant (Signature) Date

Tenant (Print name)

Landlord (Signature) Jennifer Wu Date 06/24/2020 05:17 PM PDT

Landlord (Print name) AMP Global LLC

Landlord (Signature) Margaret M H Wu Date 06/24/2020 05:43 PM PDT

Landlord (Print name) White Tara Investment LLC

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STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Mike Borja, Administrative Services Manager

DATE: July 8, 2020

SUBJECT: Award of Landscape and Irrigation Maintenance Agreement with CTAI Pacific Greenscape for Railroad Canyon Road

Recommendation

That the City Council approve the agreement and award CTAI Pacific Greenscape for the Landscape and Irrigation Maintenance services along Railroad Canyon Road.

Background

In February of 2020, City Staff advertised for bids for Railroad Canyon Road Landscape and Irrigation Maintenance services. The services include maintenance for all landscape and hardscape structures within the medians and parkways along Railroad Canyon Road within City limits.

On March 19, 2020, one bid was submitted and opened for Railroad Canyon Road Landscape and Irrigation Maintenance services. The bid was submitted by CTAI Pacific Greenscape for the annual base bid amount of \$54,000 (\$4,500 per month).

CTAI Pacific Greenscape is currently under a month-to-month contract with the City for landscape and irrigation maintenance services along Railroad Canyon Road. The new agreement included with this staff report is for a 1-year term for an annual base amount of \$54,000. Any extra work required by CTAI will be charged on a time & materials basis as indicated with the attached pricing schedule.

In light of the COVID-19 crisis, this agreement with CTAI was not taken to Council on the original anticipated Award date of April 1st, 2020 as indicated on the attached bid documents. Per the attached letter from CTAI with this staff report, CTAI has agreed to maintain their bid price for consideration of approval at this July 8, 2020 Council meeting.

Staff recommends Council to approve the Railroad Canyon Road Landscape and Irrigation Maintenance agreement with CTAI Pacific Greenscape for an annual base amount of

\$54,000 and authorize a contingency of 20% for any extra work that may be needed throughout the duration of the Contract.

Fiscal Impact

The City's Gas Tax-6720 account identifies adequate funds to approve the Railroad Canyon Road Landscape and Irrigation Maintenance services with CTAI Pacific Greenscape, including 20% contingency for any extra work that may be needed throughout the duration of the contract.

Attachments

1. Agreement for Railroad Canyon Road Landscape & Irrigation Maintenance
2. Base Bid Schedule
3. Extra Work Pricing Schedule
4. Letter to Maintain Bid from CTAI Pacific Greenscape
5. Bid Documents

ATTACHMENT 1

AGREEMENT

This AGREEMENT is made and entered into this _____ day of _____, 2020, 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 caused this instrument to be executed the day and year first hereinabove written.

CITY OF CANYON LAKE

Jordan Ehrenkranz, Mayor

ATTEST:

Ana Sauseda, City Clerk

APPROVED AS TO FORM:

Steven Graham, City Attorney

CONTRACTOR

Charles Anderson

CTAI Pacific Greenscape

APPROVED AS TO CONTENT:

Brad Brophy, City Engineer

ATTACHMENT 2

CONTRACTORS PROPOSAL (CONTINUED)

SPECIFIC TERMS AND CONDITIONS

BID LOCATIONS

ITEM	DESCRIPTION	PRICE (MONTHLY)	PRICE (ANNUALLY)
1.	Railroad Canyon Road Parkways and Median	\$ 4,500.00	\$ 54,000.00
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
TOTAL		\$ 4,500.00	\$ 54,000.00

TOTAL AMOUNT BASE BID IN FIGURES \$ 54,000.00

TOTAL AMOUNT BASE BID IN WORDS Fifty four thousand dollars and zero cents

CONTRACTOR'S PROPOSAL CONTINUED ON NEXT PAGE

ATTACHMENT 3

ATTACHMENT 1: EXTRA WORK PRICING SCHEDULE

RRCR LANDSCAPE & IRRIGATION MAINTENANCE

LABOR

Additional Laborer	\$ 35.00 per hour
Additional Irrigator	\$ 40.00 per hour
Additional Supervisor	\$ 40.00 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	\$ 13.00
5-Gallon Shrub Installed	\$ 27.00
15-Gallon Shrub Installed	\$ 55.00
15-Gallon Tree Installed*	\$ 140.00
24"-Box Tree Installed*	\$ 375.00
30"-Box Tree Installed*	\$ 675.00
36"-Box Tree Installed*	\$ 2,500.00

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 4

C27/C61/D49 LIC. # 790437
QL# 105734
CTAI PACIFIC GREENSCAPE
Charles T. Andrews, Inc.
LANDSCAPE SERVICE
23520 Kettle Road
Murrieta CA 92562
Office (951) 696-2277
Fax (951) 461-0760
email ctai@me.com



June 22, 2020

Dear City of Canyon Lake,

We are honored to be able to provide Landscape Maintenance Service for The City of Canyon Lake.

Our bid price of \$4,500.00 per month / \$54,000.00 Annually will remain the same for the duration of the contract for 2020-2021. We appreciate the opportunity and look forward to the continuation of doing business with The City Of Canyon Lake.

Thank you!

Sincerely,

A handwritten signature in black ink that reads "Charles Andrews". The signature is written in a cursive, flowing style.

Charles Andrews
CTAI Pacific Greenscape
951-696-2277

ATTACHMENT 5

**RAILROAD CANYON ROAD
LANDSCAPE & IRRIGATION MAINTENANCE
BID NO. 2020-01**



**CTAI Pacific Greenscape
23520 Kettle Rd
Murrieta, CA 92562**

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

RAILROAD CANYON ROAD LANDSCAPE & IRRIGATION MAINTENANCE

State of California)
County of Riverside) ss

Charles Andrews

_____ , being first duly sworn, deposes and says that he/she is of CTAI Pacific Greenscape, 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: Charles Andrews
Signature (CONTRACTOR)

President
Title (CONTRACTOR)

See Attached Notarized
Document Dated March 16, 2020

Jurat Certificate

State of California)
County of Riverside) ss

Subscribed and sworn to (or affirmed) before me on this 10th day of March, 2020,
by Charles Adams, proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Signature of Notary _____

(Seal of Notary)

See Attached Notarized
Document Dated March 16, 2020

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 Riverside

Subscribed and sworn to (or affirmed) before me on this 16 day of March, 2020, by
Date Month Year

(1) Charles Tyrone Andrews

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal and/or Stamp Above

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: March 16, 2020 Number of Pages: 1

Signer(s) Other Than Named Above: _____

CALIFORNIA 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 Riverside }

On March 16, 2020 before me, Ayanna Woodard, Notary public
Date

personally appeared Charles Tyrone Andrews
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: Affidavit of Non-Collusion

Document Date: March 16, 2020 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

CONTRACTOR'S PROPOSAL SUBMISSION FORM

RAILROAD CANYON ROAD LANDSCAPE & IRRIGATION MAINTENANCE

**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

COMPANY INFORMATION

Charles T. Andrews Inc. DBA CTAI Pacific Greenscape
23520 Kettle Rd., Murrieta, CA 92562
(951) 696-2277 Office
(800) 761-5555 Toll Free
(951) 461-0760 Facsimile
Email: ctai@me.com

COMPANY SERVICE YARD ADDRESS:
33103 NANCY LANE
MENIFEE, CA 92584

Dun & Bradstreet Number - 807805247
Primary SIC Number- 0782 (Landscape)
Secondary SIC Number- 7342 (Pest Control)

California C-27 – 790437
QAL- 105734 Charles T. Andrews, Sr
California D49 790437- Tree Service License

Key Contact: Charles T. Andrews Sr. – President/ CEO
Cellular:(951) 453- 3519
Office:(951) 696-2277
Facsimile:(951) 461-0760

The key contact person listed above is the individual authorized to contractually bind the organization for any proposal against this RFQ.

CTAI Pacific Greenscape has a strict and continuous ‘Safety and Training Program’. All of our landscape maintenance personnel are required to attend a 30-minute weekly safety meeting, at our maintenance yard, every Monday morning. Cal/OSHA requires that every California employer establish, implement and maintain a written Injury and Illness Prevention Program (IIP). We have new employee orientation including a discussion of safety and health policies and procedures. We have workplace safety training programs, including the safe operations of landscape maintenance machinery and construction equipment. Chainsaw, power mower and other power tool operations safety. Some of the issues and topics that are discussed include but are not limited to: Driver safety; Slip and fall prevention; Fire prevention; Traffic control; Communications; Materials and chemical handling, storage, hazards and precautions. All of our landscape maintenance crews and field personnel are required to wear company issued uniforms, with OSHA Approved Stage II reflective safety vests, leather steel toe work boots, work gloves, ear and eye protection (at all times) during work hours.

CONTRACTORS PROPOSAL (CONTINUED)

SPECIFIC TERMS AND CONDITIONS

BID LOCATIONS

ITEM	DESCRIPTION	PRICE (MONTHLY)	PRICE (ANNUALLY)
1.	Railroad Canyon Road Parkways and Median	\$ 4,500.00	\$ 54,000.00
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
TOTAL		\$ 4,500.00	\$ 54,000.00

TOTAL AMOUNT BASE BID IN FIGURES \$ 54,000.00

TOTAL AMOUNT BASE BID IN WORDS Fifty four thousand dollars and zero cents

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.

CTAI Pacific Greenscape

COMPANY

23520 Kettle Rd. Murrieta , CA 92562

ADDRESS

(951) 696-2277

TELEPHONE

(951) 461-0760

FAX

Stephanie Andrews

V. President

BID PREPARED BY

TITLE

Stephanie Andrews

3-18-20

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

Technical Ability and Experience

CTAI Pacific Greenscape is a complete landscape maintenance and construction company. We have a proven track record of providing exceptional landscape maintenance services for contracts of this size and scope of work. Our company is a C-27 licensed contractor, D49 Licensed Tree trimmer with a QAL License; that allows us to use and apply pesticides, herbicides, fertilizers and soil amendments. Our company has provided full-service landscape maintenance throughout Southern California for over 40 years. Providing water wise landscape maintenance for the last 20 years, as well as experience and expertise expected in top notch contractors. We provide well trained, certified, licensed and experienced staff to meet and exceed the requirements of this RFP. We also have the vehicles and equipment necessary to execute the work and fulfill the requirements of this RFP.

We are fully aware of the services that will be supplied by us. The Contractor (CTAI Pacific Greenscape) will be responsible for any/all damages, due to the neglect of our company. Each of our landscape service maintenance crews will have an on-site supervisor while working on this contract, and the normal working hours for our crews will be Monday through Friday from 6:00AM –3:00 PM, including weekends if required. All workers/staff employed in the execution of this contract will be paid the correct prevailing and living rate of wages.

It is our goal to maintain a great work relationship between CTAI and **Eastern Municipal Water District (EMWD)** Manager(s) and any other authorized representative. We will maintain regular communication in order to do so. All of our on-site supervisors and management staff have Sprint wireless communication devices during business hours. We also have on-call personnel that are available 24/7, 365 days per year (including weekends and holidays) to respond to any/all emergency situations. If awarded contract, we will provided the manager of facility along with any other authorized representatives with a phone/ email contact list of our CTAI authorized representatives. We also have a toll free office number that is answered by a receptionist during business hours, and is forwarded to a 24-hour (live) answering service for after hour emergencies.

We have landscape service maintenance experience (providing similar services as the proposed services described in “Statement or Work” with **Eastern Municipal Water District (EMWD)** , **Western Municipal Water District (WMWD)**, **The City of Canyon Lake**, **Southwest Health Care Services**, **City of Lake Elsinore**, **Riverside County Parks and Recreation**, **Romoland School District**, **County of Riverside Parks and Recreation** and other commercial, government agencies as well.

From 1999 through and up until 2012, our landscape service maintenance crews provided weekly maintenance for **Eastern Municipal Water District's** main Administration Center and the Operations Maintenance Facility, in Perris, Ca. Our crew was responsible for providing weekly, bi-weekly and monthly maintenance at over 40 various EMWD sites located throughout greater Riverside County. These sites include, but are not limited to: Water Desalination Plants; Water Reclamation Facilities; Water Filtration Plants; Water Treatment Facilities; Water Pumping Stations; Communications Stations; Water Storage Ponds; Water Storage Tanks; and Water Wells .

In 2005, we were awarded Project DSG-1 W/05 Parkways & Medians for the City of Moreno Valley, Ca. Our crews are responsible for the weekly landscape maintenance, which includes but is not limited to: mowing, edging and trimming of all turf areas; trimming all ground cover; pruning/trimming all shrubs, hedges and trees under 18'; general pest, insect and disease control; weed control and abatement; litter and debris control, pick-up and removal; aerating; fertilization; irrigation systems inspections, maintenance and repairs.

In 2008, the City of Lake Elsinore, Ca., awarded us a five (5) year contract with the Parks and Recreation Department. Our crews are responsible for the weekly routine landscape maintenance for twelve (12) city recreational parks, totaling over one hundred-ten (110) acres. These services include, but are not limited to: mowing, synthetic turf care, edging, trimming all turf areas; pruning/trimming all shrubs, hedges and trees under 14', weed control and abatement, pest, insect and disease control, trash removal, aeration, day porter services, irrigation system inspections and repairs. Our crew also serviced the Maintenance yard, The City Senior Center and the city's equestrian trail.

In 2009 we completed landscape renovation/installation projects for Southwest Health Care Services. These projects were at **Rancho Springs Medical Center**, in Murrieta, Ca., and at Inland Valley Regional Medical Center, in Wildomar, Ca. We are currently under contract for the landscape service maintenance at both facilities. These services include but are not limited to: mowing, edging and trimming all turf areas; pruning/trimming all shrubs, hedges and trees under 12'; weed control and abatement; pest, insect and disease control; aeration; fertilization; quarterly color change; irrigation systems inspections, maintenance and repairs; commercial parking lot sweeping, commercial pressure washing of the sidewalks and walkways and day porter service five (5) days a week.

In August 2010, **WMWD** awarded CTAI the contract to maintain their Landscaped facilities. Our crews are responsible for the weekly landscape service maintenance at these locations. We provide weekly, semi-monthly and monthly landscape maintenance services for **Western Municipal Water District**, various remote site locations (reservoirs, tanks, pump stations, booster stations, etc.). Our company provides full maintenance service including herbicide and weed abatement for WMWD's demonstration garden and Operation/Maintenance Center as well.

In September 2011, CTAI took on a contract providing weekly Landscape maintenance services for over 18 **Best Buys** locations in the Southern California Region. These services include, but are not limited to: mowing, edging, trimming all turf areas; pruning/trimming all shrubs, hedges and tress under 14', weed control and abatement, pest, insect and disease control, aeration, irrigation system inspections and repairs, commercial parking lot sweeping and pressure washing of sidewalks and walkways, similar to the "Scope of services described in the RFP for the Rowland Heights Area Parks

In June 2012, we were awarded a contract with the County of Riverside Parks and Recreation to provide Landscape maintenance service for (2) of their park facilities(Crestmore Manor and Rubidoux Nature Center), These services include, but are not limited too; mowing, synthetic turf care, edging, trimming all turf areas; pruning/trimming all shrubs and vines, hedges and tress under 14', weed control and abatement, pest, insect and disease control, trash removal, aeration, day porter services, graffiti removal, maintenance repairs, irrigation system management,inspections and repairs

In June 2015, we were awarded a contract with the The City Of Canyon Lake. Our landscape service crews are responsible for the weekly grounds maintenance. Our crews are responsible for Railroad Canyon Road Slopes, Parkways and Medians and The City of Canyon Lake Fire Station . The weekly landscape maintenance services that we provide include but are not limited to: horticultural maintenance of all landscape materials and hardscape structures, litter control, chemical application, weed control, turf maintenance, plant maintenance, tree maintenance, and irrigation maintenance. We have over 40 years knowledge, experience and expertise in the landscape care and maintenance industry, and we would implement our landscape programs to fulfill the proposed services.

In 2015, we were awarded the contract with EMWD (Eastern Municipal Water District) for the Landscape / Construction project landscape construction (demolition and installation) services for the District's Interior Garden and Perimeter Landscape areas at the AC/OMC facility in Perris. We have extensive experience in maintaining drought tolerant and California native plant material.

This summery describes some of our company's experience and knowledge for the proposed services described in this RFP, and it does include similar services to comparable government agencies with requirements for landscaping services at various facilities.

APPROACH AND QUALITY CONTROL PLAN

Site Description:

Landscape Maintenance-Service for The City Canyon Lake will be maintained under the terms and conditions described in this contract. All site locations are located in Canyon Lake located at the identified locations below.

City of Canyon Lake-

LANDSCAPE MAINTENANCE: RAILROAD CANYON ROAD LANDSCAPE & IRRIGATION MAINTENANCE BID NO. 2020-01

Our Field Supervisor weekly routine inspections on all areas listed above, to ensure that contract specifications are being adhered too. All inspections will be done on a scheduled basis. Our Project Manager has personally examined each site, and is fully aware of the "scope of work" that is required to maintain all landscaped areas. All task will be performed safely and in compliance with the projects requirements. The Project Manager will visit all sites weekly to do a punch list of all locations, noting conditions and any required work needed. This will ensure that all the contract requirements are being followed and performed. We will maintain adequate staffing for the term of the Landscape Maintenance-Service contract to complete all terms and conditions, weekly, bi-monthly, monthly, quarterly and annually tasks requirements, periodic requirements, and special event requirements, etc.

Feature of Work Activities Performed:

Listed below are the general types of work that will be performed under this contract. Suitable quality control methods and procedures will be used, to ensure that all work is performed to the standards and quality required by the specifications of this contract.

- Site inspections and reports
- Mechanical Edging
- Weed control and removal
- Litter control
- Raking
- Pruning and Trimming
- Fertilization
- Irrigation Management
- Disease and Rodent Control
- Swales and Drains
- Tree inspections
- Blowing down hardscape

Project Organization:

Our Field personnel assigned to this project posses a broad range of action experience, knowledge and skills. All of our maintenance workers are familiar with projects of this size and scope of work. All work will be performed in accordance to the best landscape maintenance practices, and will be kept in the highest aesthetic level of the facilities being maintained. We are fully aware of the services that will be supplied by us. The Contractor (CTAI Pacific Greenscape) will be responsible for any/all damages due to the negligence of our company. Each of our landscape maintenance crews will have an on-site working-supervisor while working on this contract, and the

normal working hours for our crews will be Monday through Friday from 7:00 AM –3:00 PM, including weekends as needed.

The functional responsibilities of key technical personnel are summarized as followed.

Field Personnel-

Supervisor:

The supervisor will be the primary contact person on site with whom the The City Canyon Lake authorized representative will interact with on a daily basis under this contract term.

The On-site supervisor will oversee all aspects of work under this contract, providing total quality control management. He will ensure that the appropriate resources are allocated and balanced to ensure the best quality of service to all sites. He will be responsible in making sure that all cost tracking and reporting is organized, running smoothly and in manner compliant with contract management procedures. He will be responsible for services and special skills required such as pest & plant management material, maintenance performance scheduling, site management, irrigation system management. The supervisor will be personally involved with any and each concern that may arise during the term of this contract, making sure that each concern has been resolved by taking the appropriate corrective measures to do so. All of our on-site field supervisors and management staff have wireless communication devices during business hours, in which they maintain regular communication. We also have on-call personnel that are available 24/7, 365 days per year (including weekends and holidays) to respond to any/all emergency situations. We have a toll free office number that is answered by a receptionist during business hours, and is forwarded to a 24-hour answering service for after hour emergencies.

All of our On-site Field Supervisors are all working Supervisors, which means they are responsible for supervising all field activities, while performing all on-site required maintenance services at each site.

On-site Working Supervisors responsibilities include, but are not limited too:

- Supervision of craft labor (equipment operation, drivers, laborers and technical staff)
- Implementation of all Site Health and Safety requirements.
- Perform all maintenances weekly, bi weekly, monthly, quarterly and annually tasks requirements, periodic requirements, and special event requirements, etc. (i.e; mowing, edging, weed removal, litter control, pruning, sweeping, interior building maintenance, restroom maintenance, etc.)
- Irrigation Management, inspections, and adjustment
- Responsible for the coordination of transportation and disposal of debris at each site
- Keeping track of scheduled time performance duties
- Responsible for ensuring that all materials and work comply with the contract specification

Ground Maintenance Workers:

Our Ground Maintenance personnel assigned to this project all have an extensive amount of experience, knowledge, skill and expertise of the Landscape Maintenance Industry, and have worked on project of this size and scope of work. These individuals have the training, experience and knowledge of California native and drought-tolerant plant materials. All task will be performed at nothing but the highest of standards and will be in accordance to the required guideline described in our scope of work.

Ground Maintenance Worker(s) service's include, but are not limited to:

- Pruning and edging, weed control, litter and debris control, irrigation management, light graffiti , etc
- Fertilization
- Rodent control
- Hardscape maintenance (Daily, weekly and monthly operation)
- Responsible for ensuring that all materials and work comply with the contract specification
- Inspection and reporting of daily inspection
- Watering and Irrigation management-We will have Reclaimed Water Site Supervisor irrigation technicians for this contract.
- Our irrigation technicians will be responsible for the operations, maintenance, adjustments, replacements and approved repairs, testing and analysis of all irrigation systems areas that we will be maintaining. (All repair will be submitted in writing and approved before repairs are performed)

When providing the landscape maintenance service's at these facilities, our crews will adhere to all (weekly, monthly, quarterly, annually and special events) regular maintenance specified in scope of work.

Quality Control and Monitoring Methods:

The QCP will be implemented in order to ensure compliance with the specifications of ground maintenance as detailed in the contract specification. All inspections are conducted on a weekly base or as needed. The basis of the QCP is nationally recognized standards published by the American Society of Testing and Materials (ASTMS) and the Project Specification. In addition, all procedures utilized within the QCP reflects the experience that has been gained by us; CTAI Pacific Greenscape in completing Landscape Maintenance projects similar to this project.

Quality Assurance:

It is our goal to maintain a good working relationship between The City Canyon Lake representatives and CTAI Pacific Greenscape representatives. We will do so by maintaining an open line of communication with any and all representatives. It is anticipated that CTAI Pacific Greenscape will communicate as needed with The City Canyon Lake Representatives to touch base regarding maintenance needs, in order too forecast and/or prevent any potential problems from arising.

Documentation:

The supervisor will record project activities in a weekly quality control report on site at each visit to facilities. All site activities, site inspections, and field testing of material will be recorded on a weekly basis, along with any unacceptable site occurrences or deficiencies and their associated corrective actions. Each entry into the report will be signed by the supervisor.

Inspections:

To ensure that all landscape maintenance activities comply with the projects specifications, the QCM will complete, in conjunction with the three phase of site inspections for each feature work. The Project Manager will notify The City Canyon Lake representatives at least 48 hours of inspection if any deficiencies or defective material or concerns are ounces during our inspections, that would require an approval for proposed corrective action.

Revision to work:

CTAI will be responsible for ensuring total compliance of Landscape maintenance work to this project specifications. If in the event CTAI is required to perform “extra work”. The Supervisor will then make a request, in writing to The City Canyon Lake representative(s) describing the work description and cost. An approval from The City Canyon Lake representative(s) must be received before any “extra work” will be performed. The Project Manager will then schedule performance of work and notify representative(s) once work is completed.

CTAI plans to allocate six employees to service the irrigation and perform landscape maintenance for the city of Canyon Lake’s street scape and medians along Railroad Canyon Rd. Out of the six employees there will be four laborers responsible for the landscape maintenance, one irrigation technician responsible for irrigation checks; adjustments; and repairs, and one working supervisor responsible for plan and worker management as well as report writing/submission and communication with city representatives. We estimate that we will allocate up to two days per week towards this account to ensure all requirements and standards are met as per the specifications for this job. Safety being a primary concern due to the hazardous nature of the work environment may cause us to perform service during time windows where traffic flow is minimal. This will better ensure safety and minimize any disturbance or interference with traffic flow and community travel to or from the major freeways and/or adjoining cities. Cones; signs; and vest will help ensure all drivers are properly cautioned and transitioned into proper lanes and have clear information making them aware that work is being performed.

CTAI will provide all tools required for use by its workers in order to complete and adhere to the standards listed in the scope of services portion of the specifications.

CONTRACTOR'S PROPOSAL (CONTINUED)

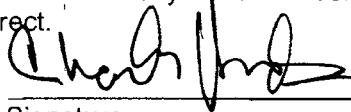
**CONTRACTOR'S PROPOSAL SUBMISSION FORM
INFORMATION REQUIRED OF BIDDER**

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 23520 Kettle Rd. Murrieta, CA 92562
- (2) Telephone No. 951-696-2277
- (3) Type of Firm (Individual, Partnership or Corporation) Corporation
- (4) Corporation organized under the laws of the State of California
- (5) Contractor's License No. 790437 Exp. Date 4/30/2020

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

By:  Title: President
Signature Contractor

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

<u>Charles Andrews - President</u>	<u></u>
<u>Stephanie Andrews- V. President</u>	<u></u>
<u></u>	<u></u>

- (7) Number of years of experience as a Contractor 43
- (8) Number of years of experience with municipal landscaping contracts 40
- (9) I.S.A. Certified Arborist Number WE-8835-A Exp. Date 12/31/2020
- (10) Number of ISA Certified Tree Workers with the organization 1
- (11) I.A. Certified Landscape Irrigation Auditors Number 59267 Exp. Date 12/31/2020

CONTRACTOR'S PROPOSAL CONTINUED ON NEXT PAGE

CITY OF CANYON LAKE
BID NO 2020-01

RAILROAD CANYON ROAD
LANDSCAPE & IRRIGATION MAINTENANCE

CONTRACTOR'S PROPOSAL (CONTINUED)

(12) Local Office

Address: 33103 Nancy Lane. Menifee, Ca 92584

Phone: (951) 696-2277

(13) Emergency Contact Person

Name: Charles Andrews

Phone: (951) 453-3519

- (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: Please see attached list of Subcontractors

License Number: _____

Address: _____

Telephone: _____

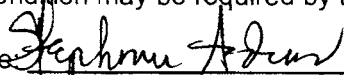
Work to be performed: _____

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


Charles T. Andrews

- (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: Stephanie Andrews V. President
Telephone: 951-696-2277

- (18) Contact Person:

Signature: 
Name/Title: Charles Andrews / President
Telephone: 951-696-2277

C27/C61/D49 LIC. # 790437
QL# 105734

CTAI PACIFIC GREENSCAPE

Charles T. Andrews, Inc.

LANDSCAPE SERVICE

23520 Kettle Road

Murrieta CA 92562

Office (951) 696-2277

Fax (951) 461-0760

email ctai@me.com



Subcontractor List

Subcontractor's Name: Robert L. Florez

License Number: 59267

Address: 29428 Lake Hills Drive Menifee, CA. 92585

Telephone: 619-750-1398

Work to be performed: CLIA

Subcontractor's Name: Patrick Hamomoto

License Number: WE-8835-A

Address: 33103 Nance Lane Menifee, CA. 92584

Telephone: 909-217-4051

Work to be performed: ISA Arborist

AGREEMENT

This AGREEMENT is made and entered into this _____ day of _____, 2020, 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 caused this instrument to be executed the day and year first hereinabove written.

CITY OF CANYON LAKE

CONTRACTOR

Jordan Ehrenkranz, Mayor

CTAI Pacific Greenscape

ATTEST:

APPROVED AS TO CONTENT:

Ana Sauseda, City Clerk

Brad Brophy, City Engineer

APPROVED AS TO FORM:

Steven Graham, City Attorney

BIDDER'S BOND

To Accompany Proposal

KNOW ALL MEN BY THESE PRESENTS,

That we, ^{CTAI Pacific Greenscape} _____ as principal, and ^{Western National Mutual Insurance Company} _____, as surety, are held and firmly bound unto the City of Canyon Lake in the sum of \$ ^{Ten Percent of bid} _____ (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:

RAILROAD CANYON ROAD LANDSCAPE & IRRIGATION MAINTENANCE: The general items of work to be done hereunder consist of, but are not limited to: landscape, irrigation, hardscape, and hardscape maintenance and dated ^{3/19/2020} _____ IS accepted by the City of Canyon Lake, and if the above bounden principal CTAI Pacific Greenscape 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 10th day of March, 2020.

Contractors Name: CTAI Pacific Greenscape

Contractor's Signature: *Charles [Signature]*

Title: President

Address: 23520 Kettle Road, Murrieta, CA 92562

Telephone: 951-696-2277

Surety's Name: Western National Mutual Insurance Company

Surety's Signature: *Janelle L Tuominen*

Title: Janelle L. Tuominen, attorney-in-fact

Address: 4700 W. 77th Street, Edina, MN 55435

Telephone: 855-283-8106



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: Susan C Monteon; Janelle L Tuominen

Advantage Bonding Ins Svcs Inc (009934)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds)**, as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
 - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
 - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2015.

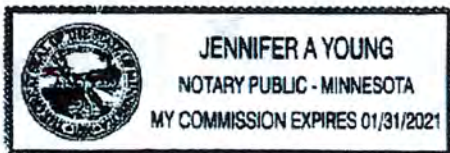
Jon R. Hebeisen, Secretary



Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF DAKOTA

On this 16th day of December, 2015, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Jennifer A. Young, Notary Public
My commission expires January 31, 2021

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Edina, MN this 10th day of March, 2020

Jennifer A. Young, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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.

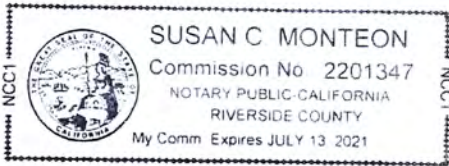
STATE OF CALIFORNIA

County of Riverside }

On March 10, 2020 before me, Susan C. Monteon, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Janelle L. Tuominen
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



Place Notary Seal Above

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 *Susan C. Monteon*
Signature of Notary Public Susan C. Monteon

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another 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: _____

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



Signer is Representing

Signer's Name: _____

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



Signer is Representing

ATTACHMENT 1: EXTRA WORK PRICING SCHEDULE

RRCR LANDSCAPE & IRRIGATION MAINTENANCE

LABOR

Additional Laborer	\$ 35.00 per hour
Additional Irrigator	\$ 40.00 per hour
Additional Supervisor	\$ 40.00 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	\$ 13.00
5-Gallon Shrub Installed	\$ 27.00
15-Gallon Shrub Installed	\$ 55.00
15-Gallon Tree Installed*	\$ 140.00
24"-Box Tree Installed*	\$ 375.00
30"-Box Tree Installed*	\$ 675.00
36"-Box Tree Installed*	\$ 2,500.00

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.

City of Canyon Lake

BUSINESS LICENSE



**Charles T. Andrews, Inc dba CTAI Pacific
Greenscape***
33103 Nancy Lane
Menifee, CA 92584

LICENSE NUMBER: 3145
Owner: Charles Andrews
Number of Associates: 0
Expiration: December 31, 2020



OFFICE OF THE CLERK

CONTRACTOR'S
STATE LICENSE BOARD
ACTIVE LICENSE

790437

CORP

CHARLES T ANDREWS
INCORPORATED DBA C T A I
PACIFIC GREENSCAPE

C27 C61/D49

04/30/2020

WWW.DSDS.COM



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QAL

QUALIFIED APPLICATOR LICENSE

LICENSE #: 105734
Categories: B

EXPIRES: 12/31/2020
Issued: 1/1/2019

CHARLES T ANDREWS SR
23520 KETTLE RD
MURRIETA, CA, 92562



This License must be shown to any representative of the Director or Commissioner upon request.



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 14, 2019
EXPIRES: December 31, 2020

**Pest Control Business - Main
LICENSE
LICENSE NO: 32733**

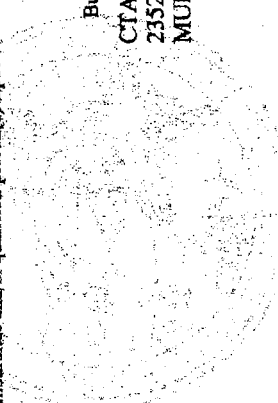
Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address

CTAI PACIFIC GREENSCAPE
23520 KETTLE RD
MURRIETA, CA 92562

Business Location

CTAI PACIFIC GREENSCAPE
23520 KETTLE RD
MURRIETA, CA 92562



POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE -- ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Tyler Ferrari, Management Analyst

DATE: July 8, 2020

SUBJECT: Adoption of Extended Agreement Between Animal Friends of the Valleys, Inc. and the City of Canyon Lake

Recommendation

That the City Council approve the Notice of Renewal and Acknowledgement to the Agreement Between the City of Canyon Lake and Animal Friends of the Valleys, Inc. for Animal Control Services, extending the agreement for a period of one year, from June 30, 2020 to June 30, 2021.

Background

Since July of 1991, the City has contracted with Animal Friends of the Valleys, Inc. (AFV) for animal control services. The City is empowered by law to provide for the animal shelter needs of its residents, either directly or by contract or similar arrangements. The proposed agreement is for one year and expires June 30, 2021. The cost is \$3,500 per month (\$42,000 annually) and has not changed from the previous agreements, approved July of 2011.

The services include:

- Field services: 3 hours per day Monday – Friday plus 24-hr. emergency service, removal of dead animals, trapping assistance
- Impoundment: care and feeding of all domestic and other animals; veterinary services, vaccinations, euthanasia, microchips; spay/neuter program; adoption
- Licensing
- Enforcement: complaint investigation/resolution, animal bite investigation,
- Two one-day 'at cost' clinics for rabies vaccinations
- Operations: personnel (currently 61), vehicles, communications equipment, supplies insurance, maintenance of records, public relations
- Attend meetings including Public Safety committee

The City entered into an Agreement dated November 30, 2004 to form the Southwest Communities Financing Authority (SCFA), which is a Joint Powers Authority (JPA) consisting of the Riverside County cities of Canyon Lake, Lake Elsinore, Murrieta and Temecula, for the construction and operation of an animal shelter. In November 2008, SCFA issued \$15,105,000 in bonds in order to

fund construction of a shelter. Further, the SCFA entered into an Amended and Restated Animal Shelter Operations Agreement dated March 7, 2012, that retains Animal Friends of the Valleys (AFV) to operate and manage the animal shelter.

The current agreement between the City and Animal Friends of the Valleys for animal control services expired on June 30, 2020. This extension is for one year and is effective July 1, 2020.

Fiscal Impact

The city will pay a monthly fee of \$3,500 for AFV's services. This is reflected in account 10-430-6610 in the FY 2020/2021 Budget.

Attachments

1. Proposed Extended Agreement with Animal Friends of the Valleys, Inc.
2. 2017 Amendment No. 1
3. 2014 Executed Agreement

ATTACHMENT 1

NOTICE OF RENEWAL AND ACKNOWLEDGEMENT TO THE
AGREEMENT BETWEEN THE CITY OF CANYON LAKE AND ANIMAL FRIENDS OF
THE VALLEYS, INC. FOR ANIMAL CONTROL SERVICES

This Notice of Renewal and Acknowledgement, dated July _____, 2020, is acknowledged by and between the City of Canyon Lake (“City”) and Animal Friends of the Valleys, Inc. (“AFV”) (collectively, the “Parties.”).

WHEREAS, the City and AFV entered into Amendment No. 1 extending the terms of the Animal Services Agreement, dated July 1, 2014, from July 1, 2017 to June 30, 2020 with successive one year renewals thereafter.

WHEREAS, this Notice of Renewal and Acknowledgment is provided by AFV to memorialize that the above referenced agreement, attached hereto as Exhibit A, shall renew for one year.

Now therefore, the Parties agree as follows:

1. The agreement, attached hereto as Exhibit A, shall be extended for a period of one year, from June 30, 2020 to June 30, 2021.
2. All other terms and conditions shall remain the same.

ANIMAL FRIENDS OF THE VALLEYS,
INC.

CITY OF CANYON LAKE
a Municipal Corporation

Monica Wylie, Executive Director

Jordan Ehrenkranz, Mayor

ATTEST

ATTEST

Marcene Carre, Board Secretary

Ana V. Sauseda, CMC
City Clerk

ATTACHMENT 2

AMENDMENT NO. 1
TO AGREEMENT BETWEEN THE CITY OF CANYON LAKE AND
ANIMAL FRIENDS OF THE VALLEYS, INC. EXTENDING THE TERM OF
THE AGREEMENT FOR ANIMAL CONTROL SERVICES

This is Amendment No. 1 to that certain agreement dated July 1, 2014 by and between the City of Canyon Lake and Animal Friends of the Valleys, Inc. ("AFV") (the "Agreement"). The Parties wish to extend the Agreement for three (3) years on the same terms and conditions.

Now, therefore, the parties agree as follows:

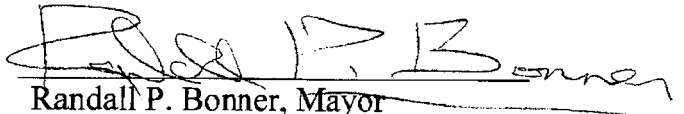
1. Section 9 of the Agreement is amended to provide that the Agreement is extended for three years from July 1, 2017 to June 30, 2020, and thereafter the Agreement may be extended for successive one year periods or longer.
2. All other terms and conditions shall remain the same.

ANIMAL FRIENDS OF THE
VALLEYS, INC. (AFV)



Neil Trent, Executive Director

CITY OF CANYON LAKE
a Municipal Corporation



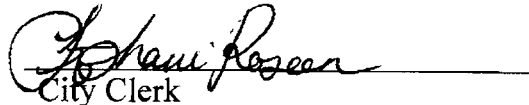
Randall P. Bonner, Mayor

ATTEST:



Secretary, AFV

ATTEST:



City Clerk

ATTACHMENT 3

9/27 6/30/17

**AGREEMENT BETWEEN THE CITY OF CANYON LAKE
AND
ANIMAL FRIENDS OF THE VALLEYS, INC.**

THIS AGREEMENT is made and entered into effective the 1st day of July 2014, by and between the City of Canyon Lake, a municipal corporation, hereinafter referred to as "City," and the Animal Friends of the Valleys, Inc., a nonprofit corporation, hereinafter referred to as "AFV."

WITNESSETH:

WHEREAS the City is desirous of AFV providing a full range of animal control activities for the purpose of safeguarding the health and safety of the population of the City of Canyon Lake and the health and safety of its domestic animals, and for the purpose of promoting the humane treatment of animals and the stimulation of public support for enforcement of City ordinances relating to animal control; and

WHEREAS, AFV has the ability to provide such services;

WHEREAS, the parties wish to enter into an agreement whereby AFV will furnish such services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SERVICES TO BE PROVIDED:

AFV shall operate a complete animal control program for the City consisting of, but not limited to, field services, shelter operation and licensing. In the conduct of this program, AFV shall perform the following specific functions:

- (a) **Enforcement:** Enforce all provisions of the Canyon Lake city ordinances and the Canyon Lake Municipal Code (as it may be adopted and amended from time-to-time) pertaining to animals, including the issuing of warning notices or citations as necessary for violations of such Ordinances. In the event the Municipal Code is amended and the amendments would substantially alter the duties and responsibilities of AFV under this Agreement, the parties hereto agree to meet and in good faith re-negotiate those terms and conditions of this Agreement affected by such amendments.
- (b) **Impound:** Impound all animals caught at large and collect all impound fees assessed; accept stray animals brought in by private citizens.
- (c) **Quarantine:** Quarantine as prescribed by law all animals suspected to be rabid.

- (d) Complaint Investigation & Resolution: Investigate and pursue action on complaints and/or reports of potential violations of City Ordinances and Municipal Code relating to animals, including unnecessary noise, in accordance with such procedures adopted by the City; respond to requests from City departments (such as the Police and Fire Departments, and Code Enforcement) and contact the Canyon Lake Police Department for assistance with animal related situations.
- (e) Dead Animals: Remove dead animals from the public right-of-way within City limits and from other areas upon requests.
- (f) Trapping & Removal: Respond to requests for assistance in the trapping and removal of domestic or wild animals, including coyotes and skunks, from public or private property. AFV will offer advice in setting a trap in any enclosed space and will remove an animal caught in a trap, but shall not be required to move belongings, climb trees, crawl under houses, or so forth, or to maintain on-premises surveillance unless in the Officer's or his representative's opinion there is a direct, clear and present danger to human life or unless specifically requested to do so by the City Manager or his or her designee in consultation with AFV's Executive Director or appointee whenever possible. AFV will provide traps but will not be required to provide vector control.
- (g) Animal Bites: Investigate reported animal bites. AFV may initially receive animal bite reports by telephone, but also shall respond in person to all reported bites by dogs or other suspected rabid or wild animals. AFV shall take appropriate steps consistent with the circumstances of each separate incident to locate and quarantine the suspected animal(s) and/or assist the complained and/or injured party or parties to trap the suspected animal(s).
- (h) Licensing:
 - (i) Conduct license inspections, including area-wide canvassing, as part of the field services activity. Officers as part of their regular animal control duties shall conduct license inspection activities during animal control investigations for the purpose of ascertaining the number of unlicensed dogs within the City and licensing such dogs. AFV shall conduct license inspection activities pursuant to any policies and procedures approved by the City Council of City.
 - (ii) AFV shall issue licenses and collect all appropriate license fees and penalties as set by City. Additionally, to the extent that AFV issues citations or otherwise imposes penalties in its enforcement capacity as described in 1 (a), the revenues generated from enforcement shall revert to AFV, less reasonable administrative costs and any handling costs incurred by the City or by the City's independent collection agency.

(iii) AFV will develop and implement a comprehensive licensing program including a process whereby dog licenses may be issued by mail; sell dog licenses at its Animal Shelter and clinics; and send renewal notices by mail to owner of currently licensed dogs, together with an application for renewal when requested by owners; and provide license forms and tags. The detailed work program with the scope of services for the comprehensive licensing program shall be submitted for approval by the City Manager or his or her designee. AFV shall, at AFV's expense, affix a professionally prepared sign at its Animal Shelter, stating applicable City fees. Upon notice to AFV, City may take over all license-processing functions.

(i) Clinics: Make all necessary arrangements and conduct at least two (2) "at cost" one-day clinics for rabies vaccinations and licensing of dogs each year which are open to Canyon Lake residents.

(j) Field Services: Assign one field service officer who shall be duly appointed as the Animal Control Officer.

Three (3) hours of routine field services per day (Monday through Friday) will be provided as necessary within the hours limitation of this Agreement. The number of hours per week includes, but are not necessarily limited to, impoundment of dangerous, wild, injured or loose animals. AFV shall assign a sufficient number of field service employees to duty at all times to meet the needs of this Agreement. The normal hours of service shall be:

Field Service	8:00 a.m. to 5:00 p.m.	Monday - Friday
Telephone Answering/Dispatch	8:00 a.m. to 4:00 p.m.	Monday - Saturday
Shelter	10:00 a.m. to 4:00 p.m. 10:00 a.m. to 7:00 p.m.	Monday - Saturday Wednesday
Emergency Response	24 hours per day	Monday - Sunday

(k) After-Hours: Provide a field service person either on duty or on call after regular hours as necessary to respond to emergency calls. The City and AFV agree that any incident reported to AFV by citizens, City staff, Canyon Lake property owners associations or through the Canyon Lake Police Department or the Canyon Lake Fire Department involving a dangerous, wild or stray injured animal, constitutes an emergency and requires immediate action by AFV. When the City Manager has reason to believe that an animal control emergency exists, the Manager shall notify AFV and request a prompt response. If AFV fails to respond to such

request within a reasonable time or fails to respond at all, the City shall request in writing that AFV send to the City a written explanation giving the reason(s) for the delay in responding or the failure to respond. AFV's written explanation shall be submitted to the City Manager within five (5) working days from the date of the request for emergency service. This Agreement and the provisions herein shall not be construed to limit the interpretation of what constitutes an emergency and/or the need for a priority response. The following examples are illustrative of the need for an immediate response from AFV.

- (1) Request to remove a wild, dangerous or injured animal or animals from an inhabited place or vehicle;
 - (2) Reported animal bites involving loose animals; and
 - (3) Livestock, fowl or game birds being attacked or killed by dogs or other animals.
- (l) Public Relations: Provide service to the public on matters covered in this Agreement consistent with established policies and procedures that promote courteous and efficient service and good public relations. Other policies and procedures notwithstanding, AFV in processing any type of complaint or request for service will indicate to the caller when a response can be expected from AFV and how AFV will respond. In the event an in-person response is appropriate to the specific situation, AFV shall make such response by the end of the following business day.
- (m) Complaints Regarding Services: Cooperate with the City to resolve any and all complaints filed with AFV and/or the City pertaining to services provided under this Agreement. The City shall submit to AFV in writing all complaints filed with the City concerning services provided by AFV under this Agreement. AFV shall report monthly in writing to the City the number of complaints received by AFV directly or indirectly through the City pertaining to quality of service(s) provided under this Agreement.
- (n) Records: Maintain and keep timely, complete and accurate records of the receipt and disposition of all animals delivered into its custody. AFV will file a report with the law enforcement provider within twenty-four (24) hours if an impounded animal is missing or suspected to have been stolen. AFV shall indicate on the police report the circumstances of the animal's disappearance and make available to the City Manager the designated report or file number.
- (o) Communications Equipment: AFV agrees to provide radio equipment and frequency as necessary for effective performance of its obligations hereunder and in order to provide law enforcement backup for its field personnel.
- (p) Other Equipment: AFV shall provide all vehicles and equipment necessary for the performance of this Agreement and shall be responsible for maintenance of

such vehicles and equipment, including the installation and removal of the paging or radio equipment described in Paragraph (p) of this Section. AFV shall be responsible for all costs relating to theft, vandalism, or destruction of said equipment by fire, accident or intentional acts.

- (q) Personnel & Supplies: AFV shall provide all personnel, supplies, and equipment necessary for the efficient and effective operation of the Animal Shelter and animal control services and programs provided for herein, including, but not limited to Animal Control Officers, clerical staff, license tags and forms, citation forms, notices and all necessary envelopes and postage. Animal Control Officers will complete the required training or minimum equal, before being issued a badge and given the authority to perform Animal Control duties.
- (r) Attendance at Meetings: Provide input and coordination on amendment of City animal control fees and ordinances and shall attend City Council and other City meetings as required or requested to do so.
- (s) Compliance with Laws: Comply with all applicable local, state or federal laws or regulations.

2. COORDINATION

AFV's Executive Director and the City Manager may meet as requested to discuss Agreement performance.

3. REPORTING

- (A) AFV shall maintain and keep records of all expenditures and obligations incurred pursuant to this Agreement and all income and fees received according to generally recognized accounting principles. Such records shall be maintained by AFV for a minimum of four (4) years. The records and/or animal control operations of AFV shall be open to inspection and audit by the City of its authorized representative as is deemed necessary by the City upon reasonable notice to AFV.

4. COMPENSATION

The City shall pay to AFV a flat fee of \$3,500.00 per month for animal control services. AFV shall bill the City monthly for services. Said billing will be processed in a timely manner in accordance with the City's established accounts payable procedures.

5. INDEPENDENT CONTRACTOR

In the performance of their obligation under this Agreement, it is understood and agreed that AFV is at all times acting and performing as an independent contractor, and the City shall exercise no control or direction over the manner and means by which AFV performs its obligations under this contract, except as herein stated. All persons

employed by AFV in the performance of animal control services and functions shall be considered AFV employees and no person employed shall be entitled to any City pension, or any status or right, nor shall he or she be deemed to be a City employee as a result of this Agreement.

6. INDEMNIFICATION

AFV promises and agrees to defend, protect, indemnify and save harmless the City, its officers, agents and employees, from and against any and all claims, demands and liability for damages for personal injury or property damage suffered by reason of any act or omission of AFV or AFV's employees, agents or contractors, or by reason of any dangerous or defective condition caused by AFV or by AFV's employees, agents or contractors.

The City promises and agrees to defend, indemnify and save harmless AFV, its officers and employees, from all claims, demands and liability for damages for personal injury or property damage suffered by reason of any act or omission of the City or of the City's officers or employees, except where such action, omission or condition is caused by or is the result of an action, omission or request of AFV or AFV's officers or employees, or is alleged to arise out of the execution of this Agreement.

7. INSURANCE

- (a) AFV shall secure and maintain throughout the contract period, and any extensions thereof, public liability, property damage and vehicle liability insurance, and shall be protected from claims for damages for personal injury, including accidental death, as well as from claims for damages which may arise from operations under this Agreement. Said insurance shall be maintained in full force and effect during the term of this Agreement or renewals or extensions thereof. Such a policy shall be for not less than \$1,000,000.00 for injuries, including accidental death, to anyone person and, subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account for any one occurrence, and \$1,000,000.00 for property damage, and shall be placed with a company authorized to conduct business in the State of California. Copies of all policies or certificates shall provide for thirty- (30) days written notice to the City prior to any reduction in coverage or cancellation. Such insurance coverage shall be primary and shall not require any contribution by the City or by the City's insurance carriers. Such insurance shall name the City as an additional insured.

The amount of such insurance shall not be deemed a limitation of AFV's agreement to save and hold the City harmless and if the City becomes liable for an amount in excess of the insurance, AFV will save and hold the City harmless from the whole thereof.

The City reserves the right to increase the amounts of insurance coverage described herein above, and to require any additional writers and provisions in said policies or certificates as shall be considered necessary by the City Attorney

of the City and/or the City Manager of the City consistent with the terms and conditions of this contract. AFV shall comply with said increase or other change within sixty (60) days after notice from the City.

- (b) Workers' Compensation. AFV shall secure and maintain throughout the term of this Agreement, Workers' Compensation insurance as prescribed by the laws of the State of California. A certificate evidencing such coverage shall be filed with the City Clerk which certificate shall provide that the City will be given at least thirty (30) days written notice prior to cancellation.

8. **TERMINATION**

- (a) For Cause. If either party fails to perform any duties or obligations imposed on it by this Agreement and such failure continues for thirty (30) days after written notification by one party to the other, then this Agreement will be in breach and the party providing such notice may terminate this Agreement immediately thereafter.
- (b) Without Cause. Either party at any time may terminate this Agreement without cause upon the giving of sixty (60) days prior written notice to the other of such intent to terminate at the address set out in Section 10.

9. **TERM**

This Agreement shall commence as of date of this Agreement and shall continue through the 30th day of June, 2017, and may be renewed on the same terms and conditions for successive one year periods or longer as agreed to between parties.

10. **NOTICES**

Notices shall be deemed given under this Agreement when in writing and personally delivered or placed in the U.S. Mail, first class, postage prepaid, addressed as follows:

CITY: City Manager
City of Canyon Lake
31516 Railroad Canyon Rd.
Canyon Lake, CA 92587

AFV: President
Animal Friends of the Valleys, Inc.
33751 Mission Trail
Wildomar, CA 92595

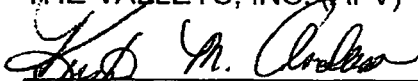
11. **ASSIGNMENT/AMENDMENT/ENTIRE AGREEMENT/ CONTINUING WAIVER**

This Agreement constitutes the entire agreement between the parties. It may be amended only in writing signed by both parties. No waiver of any term or condition of

this Agreement shall be deemed a continuing waiver hereof. This Agreement is binding upon AFV and their successors and assigns. Except as otherwise provided herein, AFV shall not assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the City. Any such assignment shall, at the option of the City, immediately void this Agreement.

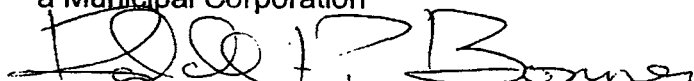
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers on the day and year first above written.

ANIMAL FRIENDS OF
THE VALLEYS, INC. (AFV)




President, AFV

CITY OF CANYON LAKE
a Municipal Corporation



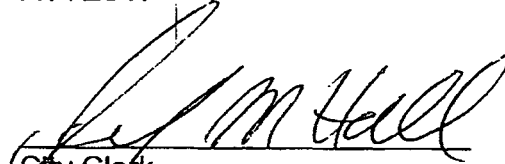
Mayor

ATTEST:




Secretary, AFV

ATTEST:




City Clerk

APPROVED AS TO FORM:



City Attorney

APPROVED AS TO CONTENT:



City Manager



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

DATE: July 8, 2020

SUBJECT: Adoption of Urgency Ordinance No. 199, An Urgency Ordinance of The City Council of The City of Canyon Lake, California, Amending Section 5.22.070 of the Canyon Lake Municipal Code Regarding Single Family Residential Rental Inspections

Recommendation

That the City Council adopt Ordinance No. 199, an Urgency Ordinance of the City Council of the City of Canyon Lake, California, amending section 5.22.070 of the Canyon Lake Municipal Code regarding single family residential rental inspections.

Background

On January 15, 2020 the City Council adopted Ordinance No. 192 which established the Single-Family Residential Rental Registration, Inspection, and Crime-Free Rental Housing Program (the "Residential Rental Program"). The Residential Rental Program sought to reasonably regulate the business of rental housing by ensuring that such housing stock meets minimum state standards for health and safety through an annual registration and inspection process. Since its implementation, the City has conducted numerous inspections with the consent of owners and occupants.

In the event consent is not provided for the inspection, Section 5.22.070(c)(3) authorizes, but does not require, the City Attorney to seek available legal remedies permitted by law to cause an inspection to take place. The intent and purpose of this section is to authorize the City Attorney to seek an inspection warrant under Code of Civil Procedure Section 1822.50, *et seq.*, without further action of the City Council. So far, all inspections have been conducted with consent and the City Attorney has not sought any inspection warrants.

While the Residential Rental Program has been largely successful and conducted with the consent of all parties, some owners of rental property have expressed concern about potential liability if consent is not provided. To address these concerns, the City Manager requested the City Attorney prepare the attached urgency ordinance to clarify the intent and purpose of Ordinance No. 192. These revisions are intended to restate the existing

intent and purpose of Ordinance No. 192 and not to change how the program is administered.

Because the Residential Rental Program directly impacts the health and safety of the community, and passage of this ordinance may have effect on owner's compliance with the program, it is being proposed to the City Council on an urgency basis requiring a four-fifths vote and the ordinance will go into effect immediately.

The proposed additions to Section 5.22.070 are underlined in red while deletions are ~~struck through in red~~.

5.22.070 – Inspections.

- (a) **Annual Inspections.** All Residential Rental property located in the City shall be subject to an annual inspection for compliance with Applicable Laws. The anniversary date for annual inspections shall be calculated from the date the Owner received the first Residential Rental Registration pursuant to Chapter 5.01 of this Code.
- (b) **Inspection Upon Tenancy Change.** All Residential Rental property shall be subject to a Re-Inspection upon any change in occupants at the property notwithstanding the fact that the property may be subject to the Self-Certification Program or have already undergone an annual inspection.
- (c) **Notice of Inspection and Procedures.**
 - 1. After receiving a completed Residential Rental Registration from an Owner or upon receiving notice that a new occupant has taken possession of the dwelling, the City will conduct an exterior and interior inspection of the Residential Rental Dwelling Unit to identify violations of the Applicable Laws.
 - 2. The notice of inspection shall provide a minimum of 14-days' notice. Notice shall be mailed to the Owner, the local contact representative at their last known address, and occupant. In the case of multiple owners of the same property, notice to any one of the property owners is sufficient notice.
 - 3. In the event an Owner, local contact representative or tenant in possession of the property refuses to allow access to conduct the inspection, the City Attorney may use all legal remedies permitted by law to cause an inspection to take place, including, but not limited to, applying for an inspection warrant pursuant to Code of Civil Procedure Section 1822.50, et seq.
 - 4. Should the City be unable to able to obtain the consent of the Owner, a local property management company or occupant of the Residential Rental Dwelling Unit to conduct an inspection, the City may still issue a business license and process shall withhold or revoke the Owner's Residential Rental Registration ~~until inspection is finalized~~.

5. No Owner, local contact representative or tenant in possession shall be found in violation of this Chapter based solely on the refusal to allow access to conduct the inspection.

- (d) City Code Enforcement Officers and/or the Building Official will be responsible for conducting the inspections authorized by this Section. The City may request that other City departments and/or Riverside County enforcement agencies participate in the inspection process.
- (e) After completion of the inspection, the City shall send a written report of the inspection to the Owner. The report shall contain:
 - 1. An itemization of any violations of the Applicable Laws identified during the inspection;
 - 2. The period of time for correcting each of the identified violations;
 - 3. A statement that the City will re-inspect the Residential Rental Dwelling Unit on the day after the period of time for correction;
 - 4. The Re-inspection Fee shall be listed with the Re-inspection date and time accompanied by the date to which the said fee is due; and
 - 5. A statement that if the violations are not corrected within the period of time for correction the City will not issue the Residential Rental Registration Certificate and the City may pursue legal action as authorized under this Chapter to abate such violations.
 - 6. If no violations are found as a result of the inspection, the inspection report shall state, "No violations found on the date of inspection", and the City shall issue the Residential Rental Registration Certificate to the Owner.
- (f) Annual inspections under this Section 5.22.070 shall be conducted prior to renewal of the Business Registration Certificate required under Chapter 5.01.

Fiscal Impact

None

Attachments

- 1. Urgency Ordinance No. 199

ATTACHMENT 1

ORDINANCE NO. 199

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE AMENDING SECTION 5.22.070 OF THE CANYON LAKE MUNICIPAL CODE REGARDING SINGLE FAMILY RESIDENTIAL RENTAL INSPECTIONS

WHEREAS, by Ordinance No. 192, the City Council of the City of Canyon Lake established the Single-Family Residential Rental Registration, Inspection and Crime-Free Rental Housing Program; and

WHEREAS, the program requires annual inspections of single-family rental properties within the City of Canyon Lake; and

WHEREAS, to conduct annual inspections the City must either obtain consent to conduct the inspection or utilize another lawful method to cause the inspection to take place, such as obtaining an inspection warrant; and

WHEREAS, property owners have expressed concern to the City that they will be unable to provide consent for the inspections; and

WHEREAS, this urgency ordinance restates the purpose and intent of Ordinance No. 192 that no person shall be in violation of law for failure to provide consent to the annual inspection.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CANYON LAKE DOES ORDAIN AS FOLLOWS:

Section 1. Section 5.22.070 of the Canyon Lake Municipal Code shall be amended to read as follows:

“5.22.070 – Inspections.

- (a) **Annual Inspections.** All Residential Rental property located in the City shall be subject to an annual inspection for compliance with Applicable Laws. The anniversary date for annual inspections shall be calculated from the date the Owner received the first Residential Rental Registration pursuant to Chapter 5.01 of this Code.
- (b) **Inspection Upon Tenancy Change.** All Residential Rental property shall be subject to a Re-Inspection upon any change in occupants at the property notwithstanding the fact that the property may be subject to the Self-Certification Program or have already undergone an annual inspection.
- (c) **Notice of Inspection and Procedures.**
 - 1. After receiving a completed Residential Rental Registration from an Owner or upon receiving notice that a new occupant has taken possession of the dwelling, the City will conduct an exterior and interior inspection of the Residential Rental Dwelling Unit to identify violations of the Applicable Laws.

2. The notice of inspection shall provide a minimum of 14-days' notice. Notice shall be mailed to the Owner, the local contact representative at their last known address, and occupant. In the case of multiple owners of the same property, notice to any one of the property owners is sufficient notice.
 3. In the event an Owner, local contact representative or tenant in possession of the property refuses to allow access to conduct the inspection, the City Attorney may use all legal remedies permitted by law to cause an inspection to take place, including, but not limited to, applying for an inspection warrant pursuant to Code of Civil Procedure Section 1822.50, *et seq.*
 4. Should the City be unable to obtain the consent of the Owner, a local property management company or occupant of the Residential Rental Dwelling Unit to conduct an inspection, the City may still issue a business license and process the Owner's Residential Rental Registration.
 5. No Owner, local contact representative or tenant in possession shall be found in violation of this Chapter based solely on the refusal to allow access to conduct the inspection.
- (d) City Code Enforcement Officers and/or the Building Official will be responsible for conducting the inspections authorized by this Section. The City may request that other City departments and/or Riverside County enforcement agencies participate in the inspection process.
- (e) After completion of the inspection, the City shall send a written report of the inspection to the Owner. The report shall contain:
1. An itemization of any violations of the Applicable Laws identified during the inspection;
 2. The period of time for correcting each of the identified violations;
 3. A statement that the City will re-inspect the Residential Rental Dwelling Unit on the day after the period of time for correction;
 4. The Re-inspection Fee shall be listed with the Re-inspection date and time accompanied by the date to which the said fee is due; and
 5. A statement that if the violations are not corrected within the period of time for correction the City will not issue the Residential Rental Registration Certificate and the City may pursue legal action as authorized under this Chapter to abate such violations.
 6. If no violations are found as a result of the inspection, the inspection report shall state, "No violations found on the date of inspection", and the City shall issue the

Residential Rental Registration Certificate to the Owner.

- (f) Annual inspections under this Section 5.22.070 shall be conducted prior to renewal of the Business Registration Certificate required under Chapter 5.01.”

Section 2. Urgency Findings

The City Council finds and declares that the adoption and implementation of this ordinance is necessary for the immediate preservation and protection of the public peace, health, and safety as detailed above and as the City and public would suffer potentially irreversible harm resulting from uncertainty concerning the constitutional rights of property owners and occupants in the City of Canyon Lake, especially during a time of local emergency caused by the COVID-19 crisis when City resources should be focused on protecting the public peace, health, and safety. During this local emergency, and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary disruptions to the rental housing market within the City and to protect the health and safety of the occupants of the City’s rental housing stock. This Urgency Ordinance does not amend the purpose or intent of Ordinance No. 192, but provides clarity which should be available to owners and occupants immediately. The City Council therefore finds and determines that the immediate preservation of the public peace, health, and safety, and protection of life and property, require that this Ordinance be enacted as an urgency ordinance and take effect immediately upon adoption by four-fifths of the City Council.

Section 3. Effective Date

This Urgency Ordinance shall be effective immediately upon its adoption.

PASSED APPROVED AND ADOPTED this 8th day of July, 2020.

Jordan Ehrenkranz, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Sauseda, CMC
City Clerk

Steven Graham
City Attorney



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

DATE: July 8, 2020

SUBJECT: Introduction and First Reading of Ordinance No. 200, An Ordinance of the City Council of the City of Canyon Lake, California, Adding Chapter 5.25 to the Canyon Lake Municipal Code Regarding Short-Term Rentals

Recommendation

That the City Council approve the Introduction and First Reading of Ordinance No. 200, an Ordinance of the City Council of the City of Canyon Lake, California, adding Chapter 5.25 to the Canyon Lake Municipal Code regarding short-term rentals.

Background

A short-term vacation rental (STR) (also known as short-term vacation rental, short-term lodging, short-term residential rental, and other similar terms) is the rental of a residential property for a short time period. STRs are usually rented by people for vacations or if they are relocated temporarily for business purposes, although they can be rented specifically for events such as parties, weddings, graduations, etc. The proliferation of websites and hosting platforms such as Airbnb™ and VRBO™ have made it relatively easy for people to list their residential properties for use as short-term vacation rentals. There are two main types of STRs—“home-sharing,” which is the short-term rental of a room or rooms in a home while the owner is present (referred to as “homeshares” for the purposes of this report) and the typical STR, which involves renting out the entire dwelling when the owner is not present (referred to as an STR for the purposes of this discussion).

Due to a variety of issues, including potential negative impacts to the character of neighborhoods, increased noise, traffic and trash impacts and the removal of permanent housing from the market, over the past several years many cities have either adopted regulations for STRs or have chosen to prohibit them, while many others are in the process of evaluating their options. The City has experienced a significant number of complaints regarding STR's that have had a negative impact on the community. The impacts to the residential neighborhoods include noise complaints, significant traffic, and parking congestion. The City of Canyon Lake currently prohibits STRs by an interim ordinance established by the City Council.

Since the interim ordinance prohibiting STRs was enacted by the City Council, the City Manager has investigated the issue. While there are potential positive impacts from STRs, including additional income for property owners and the additional options for those wishing to visit Canyon Lake, in light of the negative impacts running a business of this type has on residential neighborhoods, City staff recommends the City Council prohibit STRs.

Under the proposed ordinance, short term vacation rentals would be defined as: “a dwelling unit or portion of a dwelling unit that is rented for dwelling, lodging, or sleeping purposes by the owner to another party for a period of thirty (30) or fewer consecutive days in exchange for any form of monetary or non-monetary consideration, such as, but not limited to, trade, fee, swap, or any other in-lieu of cash payments.”

Short Term Vacation Rentals would be specifically prohibited from establishing and operating in all zones throughout the City. No permit or any other applicable license or entitlement for use, including, but not limited to, the issuance of a business license, shall be approved or issued for the establishment and operation of a short-term vacation rental within the city limits. A violation of the proposed ordinance would be subject to the existing enforcement provisions of the Municipal Code including administrative and criminal citations.

Fiscal Impact

N/A

Attachments

1. Ordinance No. 200

ATTACHMENT 2

ORDINANCE NO. 200

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, ADDING CHAPTER 5.25 TO THE CANYON LAKE MUNICIPAL CODE REGARDING SHORT-TERM RENTALS

WHEREAS, the City of Canyon Lake (“City”) has a compelling interest in protecting the public health, safety, and welfare of its citizens, residents, visitors and businesses, and in preserving the peace and quiet of the neighborhoods within the City; and

WHEREAS, the character of the City is residential, and the proliferation of short-term vacation rentals has the potential to undermine the small-town feel of the City with regard to a loss of housing stock; and

WHEREAS, the proliferation of short-term vacation rentals has the potential for negative impacts on the community associated with noise, parking and traffic impacts; and

WHEREAS, the City Council now desires to make certain changes to Title 5 (Business Regulations) of the Canyon Lake Municipal Code by adding Chapter 5.25 (Short Term Vacation Rentals) to establish a prohibition on short term vacation rentals within the City; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CANYON LAKE DOES ORDAIN AS FOLLOWS:

Section 1. The above recitals are true and correct and incorporated herein by this reference.

Section 2. The City Council finds:

A. Modified conditions warrant a revision to the City’s Business Regulations because the City wishes to prohibit short term vacation rentals to preserve the health, safety, and welfare of the City of Canyon Lake. The City has had the opportunity to study and develop the City’s laws, rules, procedures and fees related to short term vacation rentals and determines, that short term vacation rentals would have a negative impact on the community with regard to the removal of housing stock, noise, parking and traffic impacts on the community. This ordinance will promote clarity and a consistent application of the Municipal Code as it applies to a prohibition on short term vacation rentals.

B. A need for the proposed regulations exists because the Municipal Code does not currently contain any reference to short term vacation rentals. The purpose of the business regulations within the Municipal Code is to make business owners aware of regulations governing business. The City wishes to preserve the small-town feel of the City and ensure no negative impact on the community character or impacts associated with noise, parking and traffic. While because the City’s Zoning Code is permissive and does not currently permit short term vacation rentals, these businesses are already not permitted, nevertheless the City Council deems it necessary and proper to pass these business regulations prohibiting short term rentals in order to minimize any confusion or ambiguity in the application in the Municipal Code (including the Zoning Code).

C. These regulations are in the interest of public health, safety and general welfare of the community and are reasonably necessary to protect public health, safety, and welfare of the citizens of the City. The prohibition of short-term vacation rentals will ensure that housing stock is not made unavailable for long term rentals, and will ensure negative impacts from short term rentals, including noise, parking and traffic, will not undermine the small-town feel of the City.

Section 3. Based on the findings set forth in Section 2 above, Chapter 5.25 (Short Term Vacation Rentals) is added to Title 5 (Business Regulations) of the Canyon Lake Municipal Code, to read as follows:

“Chapter 5.25 SHORT-TERM VACATION RENTALS

5.25.010 Purpose

5.25.020 Definition

5.25.030 Short-Term Vacation Rentals Prohibited

5.25.040 Violation

5.25.010 Purpose.

The purpose of this Chapter is to prohibit the establishment and operation of short-term vacation rentals within the City of Canyon Lake.

5.25.020 Definition.

Short-Term Vacation Rental is defined “a dwelling unit or portion of a dwelling unit that is rented for dwelling, lodging, or sleeping purposes by the owner to another party for a period of thirty (30) or fewer consecutive days in exchange for any form of monetary or non-monetary consideration, such as, but not limited to, trade, fee, swap, or any other in-lieu of cash payments.”

5.25.030 Short-Term Vacation Rentals Prohibited.

The establishment and operation of a short-term vacation rental, as defined in Chapter 5.26.020 of this Chapter, is prohibited anywhere within the City of Canyon Lake. No permit or any other applicable license or entitlement for use, including, but not limited to, the issuance of a business license, shall be approved or issued for the establishment and operation of a short-term vacation rental within the city limits.

5.25.040 Violation.

A. Violations declared a public nuisance

Each and every violation of the provisions of this Chapter is hereby deemed unlawful and a public nuisance and may be summarily abated by the City Manager or designee. The City may recover any nuisance abatement costs and/or administrative fines relating to such violations in accordance with Government Code Sections 38773.1 and 38773.5.

B. Each violation a separate offense

Each and every violation of this Chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by this Code. Additionally, as a nuisance per se, any violation of this Chapter shall be subject to injunctive relief, any permit issued pursuant to this Chapter being deemed null and void, disgorgement and payment to the City for any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City may also pursue any and all remedies and actions available and applicable under state and local laws for any violations.

C. Criminal Penalties

Any person causing, permitting, aiding, abetting, suffering or concealing a violation of this Chapter shall be guilty of a misdemeanor, and may, in the discretion of the City Attorney, be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000) or imprisonment in the city or county jail for a period of not more than six (6) months, or by both such fine and imprisonment. The City Attorney, in his or her sound discretion, may prosecute a violation of this Chapter as an infraction, rather than a misdemeanor, or reduce or agree to the reduction of a previously filed misdemeanor to an infraction. Any person convicted of an infraction under this provisions of this Chapter shall be punished by a fine not exceeding one hundred dollars (\$100) for the first violation, a fine not exceeding two hundred dollars (\$200) for a second violation within one year, and a fine not exceeding five hundred dollars (\$500) for a third violation within one year. A fourth violation of this Chapter within one year shall be charged as a misdemeanor and may not be reduced to an infraction. Each day a violation is committed or permitted to continue shall constitute a separate offense.

D. Remedies cumulative and not exclusive

The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law.

Section 4. This Ordinance is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The addition to the Canyon Lake Municipal Code would only regulate the already prohibited business of short-term rentals and would not cause a significant effect on the environment.

Section 5. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 6. The City Clerk shall certify to the passage and adoption of this Ordinance and shall publish as required by state law. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED APPROVED AND ADOPTED this ____ day of _____, 2020.

Jordan Ehrenkranz, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana V. Sauseda, CMC
City Clerk

Steven Graham
City Attorney



STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Chris Mann, City Manager *CM*
DATE: July 8, 2020
SUBJECT: Sign Ordinance Discussion

Recommendation

That the City Council discuss potential amendments to Chapter 9.25 of the Canyon Lake Municipal Code and direct staff to set an ordinance for introduction and public hearing at the next regularly scheduled City Council meeting

Background

The City Manager and City Attorney continue to review provisions of the Canyon Lake Municipal Code to ensure the language is up to date and the City is following best practices. City staff reviewed Chapter 9.25 which regulates signs including political signs in anticipation of the upcoming election season.

In particular, in light of recent U.S. Supreme Court decisions, City staff is recommending that the City Council direct the City Attorney draft revisions to Chapter 9.25 to ensure that the regulations for temporary signs (such as political, ideological, or temporary directional signs) are not based on the content of the signs. The City Attorney would draft the revisions and the ordinance would be introduced at a public hearing at the next regular City Council meeting.

Fiscal Impact

None

Attachments

None