



CITY OF CANYON LAKE

City Hall

31516 Railroad Canyon Road
Canyon Lake, CA 92587

Website: www.canyonlakeca.gov

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, October 7, 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.canyonlakeca.gov, 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@canyonlakeca.gov. 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@canyonlakeca.gov.

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@canyonlakeca.gov. 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.

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- A. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION – Pursuant to paragraph (4) of subdivision (d) of Section 54956.9 – 3 cases
- B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to paragraph (2) 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
- D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to Section 54956.8
Property: APN 355-330-009
Agency Negotiator: City Manager
Negotiating Parties: Jack Regus
Under Negotiation: Price and Terms of Payment
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OPEN SESSION - 6:30 P.M.

OPEN SESSION CALLED TO ORDER

INVOCATION John Hollenbeck, Canyon Lake Community Church

FLAG SALUTE

ROLL CALL

CLOSED SESSION REPORT

APPROVAL OF CITY COUNCIL AGENDA

CEREMONIAL MATTERS *Presentations, Awards, Proclamations*

COMMUNITY REPORTS

- Elsinore Valley Municipal Water District Update from Director Darcy Burke
- Canyon Lake Property Owners Association Update from President Chris Polland
- Chamber of Commerce Update by President Jeanne O'Dell

PUBLIC SAFETY UPDATE

- ❖ Sheriff's Department
- ❖ Fire Department
- ❖ Code Enforcement

PUBLIC COMMENT

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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. If you are commenting on a Business Item or Public Hearing, the City Clerk will read those public comment submissions into the record at the time that particular item is scheduled on the agenda.

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. 2020-43, Approving Claims and Demands of the City
- (3) Minutes - Approval of City Council Minutes
 - September 2, 2020 – Regular City Council Meeting
- (4) Second Reading of Ordinance No. 201 - An Ordinance of the City Council of the City of Canyon Lake, California, Adding Chapter 5.16 Regarding Peddling and Soliciting in the City of Canyon Lake
- (5) Resolution – Adoption of Resolution No. 2020-44, Authorizing a Budget Adjustment in the Amount of \$7,800 for FY 2020-21, for a New HVAC System at City Hall

PULLED CONSENT CALENDAR ITEMS:

PUBLIC HEARING

- (6) Landscape Ordinance – Introduction and First Reading of Ordinance No. 202, An Ordinance of the City Council of the City of Canyon Lake, California, Amending Chapter 15.04 of the Canyon Lake Municipal Code, Adopting by Reference the State of California Model Water Efficient Landscape Ordinance Contained in the California Code of Regulations Title 23 Waters, Division 2, Department of Water Resources, Chapter 2.7, Model Water Efficient Landscape Ordinance, Sections 490 Et. Seq.; and Any Amendments Thereto
 - Public Hearing Opened
 - Staff Presentation
 - Questions to Staff by City Council
 - Testimony by Proponents
 - Testimony by Opponents
 - Response by Proponents
 - Public Hearing Closed
 - Discussion by City Council
 - Action by City Council

BUSINESS ITEMS

- (7) Economic Development Update – Presentation by Economic Development Consultant Bill Blankenship
- (8) Agreement - Approval of Amended and Restated Joint Powers Agreement to Include Menifee in the Southwest Communities Financing Authority
- (9) CDBG - Consideration of Approving Fiscal Year 2021 / 2022 Community Development Block Grant (CDBG) Projects and Allocation for Public Service Agencies
- (10) Discussion – Discussion Regarding Security Concerns in the Towne Center

CITY MANAGER COMMENTS

COMMITTEE AND COUNCIL REPORTS/COMMENTS

ANNOUNCEMENTS

The next regular meeting will be Wednesday, November 4, 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.canyonlakeca.gov 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@canyonlakeca.gov.

October 7, 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 September 30, 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



ITEM NO. 2

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Kayla Lozano, Accountant

DATE: October 7, 2020

SUBJECT: Adoption of Resolution No. 2020-43, Allowing Certain Claims and Demands as Set Forth in Exhibit A

Recommendation

That the City Council adopt Resolution No. 2020-43, 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 September 2, 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. 2020-43
2. List of Demands

ATTACHMENT 1

RESOLUTION NO. 2020-43

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 October 7th, in the amount of \$837,080.59 as follows:

Payroll Earnings (Gross)	\$	67,631.79	(2nd Half of August & 1st Half of September)
Payroll Taxes - Employer		1,059.45	(2nd Half of August & 1st Half of September)
On-line Retirement		8,790.23	(2nd Half of August & 1st Half of September)
On-line Health		3,277.30	(For the Month of September)
Nationwide Deferred Comp.		341.01	(For the Month of August)
CalPERS GASB 68 Services Fee		700.00	
General		755,280.81	
TOTAL	\$	<u>837,080.59</u>	

PASSED, APPROVED AND ADOPTED this 7th day of October, 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. 2020-43 adopted by the City Council of the City of Canyon Lake, California, at a regular meeting thereof, held on October 7, 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 9/1/2020 Through 9/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
26092	9/9/2020	Abila	Monthly Accounting Software Subscription, 9/3/2020	122.75	10	GENERAL
Total 26092	9/9/2020			122.75		
26093	9/9/2020	AMP GLOBAL LLC	Rent for Admin Bldg. for the month of October 2020	2,678.00	10	GENERAL
Total 26093	9/9/2020			2,678.00		
26094	9/9/2020	AMP GLOBAL LLC	Rent for 31526 Railroad Cyn Rd. Suite #4 October 2020	400.00	10	GENERAL
Total 26094	9/9/2020			400.00		
26095	9/9/2020	Bill Blankenship	Economic Development Consulting August 2020	2,500.00	10	GENERAL
Total 26095	9/9/2020			2,500.00		
26096	9/9/2020	Randall Bonner	Auto Allowance for the month of September - Bonner	100.00	10	GENERAL
Total 26096	9/9/2020			100.00		
26097	9/9/2020	PETTY CASH	Petty Cash Reimbursement, 8/20/2020	50.00	10	GENERAL
Total 26097	9/9/2020			50.00		
26098	9/9/2020	Corelogic Information Solutions, INC.	Database for Code Enforcement Reports, August 2020	5.15	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 9/1/2020 Through 9/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
26098	9/9/2020	Corelogic Information Solutions, INC.	Database for Code Enforcement, August 2020	128.75	10	GENERAL
Total 26098	9/9/2020			133.90		
26099	9/9/2020	Delgado Janitorial Services	Janitorial Service for the month of August 2020	941.50	10	GENERAL
Total 26099	9/9/2020			941.50		
26100	9/9/2020	Jordan Ehrenkranz	Auto Allowance for the month of September - Ehrenkranz	100.00	10	GENERAL
Total 26100	9/9/2020			100.00		
26101	9/9/2020	Interwest Consulting Group	Building & Safety Services for July 2020	37,595.47	10	GENERAL
Total 26101	9/9/2020			37,595.47		
26102	9/9/2020	Jeremy Smith	Auto Allowance for the month of September - Smith	100.00	10	GENERAL
Total 26102	9/9/2020			100.00		
26103	9/9/2020	Joe's Hardware	Bulb's for Fire Station, 8/20/2020	14.08	10	GENERAL
26103	9/9/2020	Joe's Hardware	Outdoor Cleaner for Code Enforcement, 8/20/2020	12.27	10	GENERAL
26103	9/9/2020	Joe's Hardware	Bulbs, Lock & Cable for Rental Bldg. 9/1/20	115.64	60	ENTERPR... FUND
Total 26103	9/9/2020			141.99		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 9/1/2020 Through 9/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
26104	9/9/2020	Kasey Castillo	Auto Allowance for the month of September - Castillo	100.00	10	GENERAL
Total 26104	9/9/2020			100.00		
26105	9/9/2020	Lake Elsinore CDJR	Replace Rear Sway Bar & Idler Pulleys on Jeep, 8/14/2020	150.00	10	GENERAL
Total 26105	9/9/2020			150.00		
26106	9/9/2020	Larry Greene	Auto Allowance for the month of September - Greene	100.00	10	GENERAL
Total 26106	9/9/2020			100.00		
26107	9/9/2020	MR. WINDOW CLEANING	Window Cleaning Inside & Out - City Hall & Admin (9/1/20)	170.00	10	GENERAL
Total 26107	9/9/2020			170.00		
26108	9/9/2020	Nate Volk	Video Broadcast Mtg. for 7/8/2020	500.00	10	GENERAL
Total 26108	9/9/2020			500.00		
26109	9/9/2020	PV Maintenance Inc.	Street & Facility Maint.-Repair Latches at Rental August2020	278.23	60	ENTERPR... FUND
Total 26109	9/9/2020			278.23		
26110	9/9/2020	PZL, Inc.	Planning Services for August 2020	2,629.00	10	GENERAL
Total 26110	9/9/2020			2,629.00		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 9/1/2020 Through 9/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
26111	9/9/2020	Rogers, Anderson, Malody & Scott, LLP	Accounting Services for the month of July 2020	1,240.00	10	GENERAL
Total 26111	9/9/2020			1,240.00		
26112	9/9/2020	RC Window Films	Window Film for Admin Office, 9/9/20	4,523.00	10	GENERAL
26112	9/9/2020	RC Window Films	Window Film for City Hall, 9/8/20	2,821.00	10	GENERAL
Total 26112	9/9/2020			7,344.00		
26113	9/9/2020	STAPLES	Office Supplies (Coffee, Paper, Folders, Boxes, etc.), 8/25	362.46	10	GENERAL
Total 26113	9/9/2020			362.46		
26114	9/9/2020	Total Compensation Systems, Inc.	GASB75 Valuation Services - 1st Installment	1,350.00	10	GENERAL
Total 26114	9/9/2020			1,350.00		
26115	9/9/2020	Time Warner Cable	Digital Converter for City Hall, 8/22/20 to 9/21/20	5.25	10	GENERAL
Total 26115	9/9/2020			5.25		
26116	9/9/2020	Toshiba Financial Services	Monthly Copier Lease for Admin & City Hall, 9/10/20	799.31	10	GENERAL
Total 26116	9/9/2020			799.31		
26117	9/9/2020	TRI LAKE CONSULTANTS, INC.	General Engr. Svcs.-LLA Review, TAC Mtg. RRCR Strip July 20	1,120.00	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 9/1/2020 Through 9/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 26117	9/9/2020			1,120.00		
26118	9/17/2020	STATE COMP. INS. FUND	Workers Comp Premium Annual 6/1/20	4,845.48	10	GENERAL
Total 26118	9/17/2020			4,845.48		
26119	9/24/2020	Abila	Additional User for Monthly Accounting Software, 9/15/20	50.00	10	GENERAL
Total 26119	9/24/2020			50.00		
26120	9/24/2020	Affordable Auto Repair	New Battery & Installation for 2018 Jeep Wrangler, 9/23/20	215.70	10	GENERAL
Total 26120	9/24/2020			215.70		
26121	9/24/2020	Aflac	Supplemental Insurance for September 2020	497.96	10	GENERAL
Total 26121	9/24/2020			497.96		
26122	9/24/2020	AMERICAN FORENSIC NURSES INC	Sheriff's Blood Draws, 7/31/2020	110.00	10	GENERAL
Total 26122	9/24/2020			110.00		
26123	9/24/2020	ANIMAL FRIENDS OF THE VALLEYS	Animal Control Services for July 2020	3,500.00	10	GENERAL
Total 26123	9/24/2020			3,500.00		
26124	9/24/2020	BIO-TOX LABORATORIES	Sheriff's Department Blood Draw, 7/23/20	46.00	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 9/1/2020 Through 9/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 26124	9/24/2020			46.00		
26125	9/24/2020	CANYON LAKE PEST CONTROL, Steven E. Young	Monthly Pest Control for #09-010 (July & August 2020)	120.00	10	GENERAL
26125	9/24/2020	CANYON LAKE PEST CONTROL, Steven E. Young	Monthly Pest Control for Fire Station, August 2020	40.00	10	GENERAL
26125	9/24/2020	CANYON LAKE PEST CONTROL, Steven E. Young	Quarterly Pest Control P.O. #10-016, 8/14/20	90.00	10	GENERAL
Total 26125	9/24/2020			250.00		
26126	9/24/2020	CR&R	FY 19-20 CY Secured SS3, 6/30/20	22,799.86	50	AGENCY
26126	9/24/2020	CR&R	Refuse FY 19-20 PY Sevured SP2, 6/30/20	8,342.58	50	AGENCY
26126	9/24/2020	CR&R	Trash Services for Rental Bldg. September 2020	164.80	60	ENTERPR... FUND
Total 26126	9/24/2020			31,307.24		
26127	9/24/2020	CTAI Pacific Greenscape	Landscape Maintenance for Medians & Parkways September 2020	5,000.00	20	GAS TAX
Total 26127	9/24/2020			5,000.00		
26128	9/24/2020	DATA TICKET	Citation Processing, Code Enforcement August 2020	613.00	10	GENERAL
26128	9/24/2020	DATA TICKET	Parking Citations, August 2020	100.00	10	GENERAL
Total 26128	9/24/2020			713.00		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 9/1/2020 Through 9/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
26129	9/24/2020	Delgado Janitorial Services	Janitorial Service for the month of September 2020	981.50	10	GENERAL
Total 26129	9/24/2020			981.50		
26130	9/24/2020	DIRECTV	Satellite for Fire Station, 9/12/20 to 10/11/20	112.09	10	GENERAL
Total 26130	9/24/2020			112.09		
26131	9/24/2020	STATE OF CA DEPT. OF JUSTICE	Fingerprints for August 2020	192.00	10	GENERAL
26131	9/24/2020	STATE OF CA DEPT. OF JUSTICE	Sheriff's Blood Analysis, August 2020	35.00	10	GENERAL
Total 26131	9/24/2020			227.00		
26132	9/24/2020	FRIDAY FLYER	Notice of Public Hearing for Water Efficient Landscape, 9/25	76.65	10	GENERAL
Total 26132	9/24/2020			76.65		
26133	9/24/2020	Frontier Communications	Internet for Fire Station, 9/10/20 to 10/9/20	201.00	10	GENERAL
26133	9/24/2020	Frontier Communications	Phones for Fire Station 9/13/20 to 10/12/20	382.67	10	GENERAL
Total 26133	9/24/2020			583.67		
26134	9/24/2020	NANCY GREENHALGH	Retiree Health Insurance for October 2020	188.03	10	GENERAL
Total 26134	9/24/2020			188.03		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 9/1/2020 Through 9/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
26135	9/24/2020	Joe's Hardware	Fuel & Mouse Trap for Fire Station, 9/13/20	11.44	10	GENERAL
Total 26135	9/24/2020			11.44		
26136	9/24/2020	Johnson Controls Security Solutions	Security System for Admin October - December 2020	215.86	10	GENERAL
26136	9/24/2020	Johnson Controls Security Solutions	Security System for City Hall October - December 2020	143.75	10	GENERAL
Total 26136	9/24/2020			359.61		
26137	9/24/2020	Kansas City Life Group Benefits	Life Insurance for Employee's 10/15/20 to 11/14/20	125.74	10	GENERAL
Total 26137	9/24/2020			125.74		
26138	9/24/2020	Office & Ergonomic Solutions Inc.	Office Furniture for Admin & New Office, 9/15/20	1,484.74	10	GENERAL
Total 26138	9/24/2020			1,484.74		
26139	9/24/2020	PETERSON ELECTRIC	Install 2 New Flag Pole Lights, 9/11/20	907.04	10	GENERAL
Total 26139	9/24/2020			907.04		
26140	9/24/2020	Purchase Power	Postage for 8/31/20	400.00	10	GENERAL
Total 26140	9/24/2020			400.00		
26141	9/24/2020	Ramsey Backflow & Plumbing	Tested Backflow Device at City Hall, 9/15/20	50.00	10	GENERAL
Total 26141	9/24/2020			50.00		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 9/1/2020 Through 9/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
26142	9/24/2020	County Executive Office, Finance	SCFA FY 20/21 Debt Service	16,667.00	10	GENERAL
Total 26142	9/24/2020			16,667.00		
26143	9/24/2020	RIVERSIDE COUNTY FIRE DEPT	Fire Protection Services for 4th Qtr. (April-June) FY19/20	474,985.89	10	GENERAL
Total 26143	9/24/2020			474,985.89		
26144	9/24/2020	Riverside County Sheriff Dept. Lake Elsinore	Sheriff's Contract Law 7/1/20 to 7/29/20	135,649.35	10	GENERAL
Total 26144	9/24/2020			135,649.35		
26145	9/24/2020	COUNTY OF RIVERSIDE-TLMA	SLF Costs for July 2020	63.20	10	GENERAL
Total 26145	9/24/2020			63.20		
26146	9/24/2020	Special District Risk Management Authority	Dental&Vis. Ecclefield, Mann, Sauseda, Lozano&Ferrari Oct20	686.99	10	GENERAL
Total 26146	9/24/2020			686.99		
26147	9/24/2020	STATE COMP. INS. FUND	Workers Comp Insurance for October 2020	971.33	10	GENERAL
Total 26147	9/24/2020			971.33		
26148	9/24/2020	Syntech Group	IT Services for August 2020	1,812.50	10	GENERAL
26148	9/24/2020	Syntech Group	IT Services for September 2020	1,937.50	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 9/1/2020 Through 9/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 26148	9/24/2020			3,750.00		
26149	9/24/2020	Time Warner Cable	Internet for Fire Station, 9/10/20 to 10/9/20	104.98	10	GENERAL
Total 26149	9/24/2020			104.98		
26150	9/24/2020	Toshiba America Business Solutions	Color & Black/White Monthly Copy Costs 7/26/20 to 8/25/20	265.48	10	GENERAL
Total 26150	9/24/2020			265.48		
26151	9/24/2020	U. S. Bank	Office Supplies, Livescans, Monitors, Floor Mats, Etc.9/7/20	3,047.39	10	GENERAL
Total 26151	9/24/2020			3,047.39		
26152	9/24/2020	Verizon Wireless	Cell Phones, 8/4/20 to 9/3/20	207.42	10	GENERAL
26152	9/24/2020	Verizon Wireless	iPads, 8/4/20 to 9/3/20	167.10	10	GENERAL
Total 26152	9/24/2020			374.52		
EFT203		Sparkletts	Drinking Water for City Hall & Admin Office August 2020	143.95	10	GENERAL
Total EFT203				143.95		
EFT204		SOUTHERN CALIFORNIA EDISON	Electricity for City Hall Admin 7/22/20 to 8/20/20	327.49	10	GENERAL
Total EFT204				327.49		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 9/1/2020 Through 9/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
EFT205		SOUTHERN CALIFORNIA EDISON	Electricity for Traffic Signals 7/23/20 to 8/21/20	49.32	20	GAS TAX
Total EFT205				49.32		
EFT206		SOUTHERN CALIFORNIA EDISON	Electricity for Traffic Signals 7/30/20 to 8/28/20	311.79	20	GAS TAX
Total EFT206				311.79		
EFT207		SOUTHERN CALIFORNIA EDISON	Electricity for Fire Station 7/16/20 to 8/14/20	783.31	10	GENERAL
Total EFT207				783.31		
EFT208		SOUTHERN CALIFORNIA EDISON	Electricity for Traffic Signals 7/22/20 to 8/20/20	7.90	20	GAS TAX
Total EFT208				7.90		
EFT209		SOUTHERN CALIFORNIA EDISON	Electricity for Traffic Signals 7/16/20 to 8/14/20	177.94	20	GAS TAX
Total EFT209				177.94		
EFT210		SOUTHERN CALIFORNIA EDISON	Electricity for City Hall 7/16/20 to 8/14/20	1,365.17	10	GENERAL
Total EFT210				1,365.17		
EFT211		SOUTHERN CALIFORNIA EDISON	Electricity for Rental (31542 - Ste. 4) 3/26/20 to 8/14/20	208.82	60	ENTERPR... FUND

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 9/1/2020 Through 9/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total EFT211				208.82		
EFT212		SOUTHERN CALIFORNIA EDISON	Electricity for Rental (31540 A-D & HM) 7/16/20 to 8/14/20	638.69	60	ENTERPR... FUND
Total EFT212				638.69		
EFT213		SOUTHERN CALIFORNIA EDISON	Electricity for 31526 Ste. 3 8/5/20 to 8/20/20	40.84	10	GENERAL
Total EFT213				40.84		
EFT214		ELSINORE VALLEY MUNI WATER DIS	Water for Rental 7/25/20 to 8/25/20	80.15	60	ENTERPR... FUND
Total EFT214				80.15		
EFT215		ELSINORE VALLEY MUNI WATER DIS	Water for Fire Detector 7/25/20 to 8/25/20	94.84	10	GENERAL
Total EFT215				94.84		
EFT216		ELSINORE VALLEY MUNI WATER DIS	Water for Irrigation 7/28/20 to 8/28/20	898.55	20	GAS TAX
Total EFT216				898.55		
EFT217		ELSINORE VALLEY MUNI WATER DIS	Water for Fire Station 7/28/20 to 8/28/20	531.17	10	GENERAL
Total EFT217				531.17		
Report Total				755,280.81		

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

Vendor ID	Invoice Description	Cash Required
ABILA	Additional User for Monthly Accounting Software, 9/15/20	50.00
Affordable Auto Repair	New Battery & Installation for 2018 Jeep Wrangler, 9/23/20	215.70
Aflac	Supplemental Insurance for September 2020	497.96
AMERICAN FORENSIC	Sheriff's Blood Draws, 7/31/2020	110.00
ANIMAL FRIENDS	Animal Control Services for July 2020	3,500.00
BIO-TOX	Sheriff's Department Blood Draw, 7/23/20	46.00
CL PEST	Quarterly Pest Control P.O. #10-016, 8/14/20	90.00
	Monthly Pest Control for Fire Station, August 2020	40.00
	Monthly Pest Control for #09-010 (July & August 2020)	120.00
CR&R	Trash Services for Rental Bldg. September 2020	164.80
	Refuse FY 19-20 PY Seversed SP2, 6/30/20	8,342.58
	FY 19-20 CY Secured SS3, 6/30/20	22,799.86
CTAI	Landscape Maintenance for Medians & Parkways September 2020	5,000.00
DATA TICKET	Citation Processing, Code Enforcement August 2020	613.00
	Parking Citations, August 2020	100.00
Delgado	Janitorial Service for the month of September 2020	981.50
DIRECTV	Satellite for Fire Station, 9/12/20 to 10/11/20	112.09
DOJ	Sheriff's Blood Analysis, August 2020	35.00
	Fingerprints for August 2020	192.00
FRIDAY FLYER	Notice of Public Hearing for Water Efficient Landscape, 9/25	76.65
Frontier	Phones for Fire Station 9/13/20 to 10/12/20	382.67
	Internet for Fire Station, 9/10/20 to 10/9/20	201.00
GREENHALGH	Retiree Health Insurance for October 2020	188.03
Joe's	Fuel & Mouse Trap for Fire Station, 9/13/20	11.44
Johnson Controls	Security System for City Hall October - December 2020	143.75
	Security System for Admin October - December 2020	215.86
KCL Group Benefits	Life Insurance for Employee's 10/15/20 to 11/14/20	125.74
Office & Ergonomic	Office Furniture for Admin & New Office, 9/15/20	1,484.74
PETERSON	Install 2 New Flag Pole Lights, 9/11/20	907.04
Pitney Bowes - Purchase Power	Postage for 8/31/20	400.00
Ramsey Backflow	Tested Backflow Device at City Hall, 9/15/20	50.00
Riv Co Executive	SCFA FY 20/21 Debt Service	16,667.00
Riv Co Fire	Fire Protection Services for 4th Qtr. (April-June) FY19/20	474,985.89
Riv Co Sheriff Dept Lake Elsinore	Sheriff's Contract Law 7/1/20 to 7/29/20	135,649.35
Riv Co TLMA	SLF Costs for July 2020	63.20

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

Vendor ID	Invoice Description	Cash Required
SDRMA	Dental&Vis. Ecclefield, Mann, Sauseda, Lozano&Ferrari Oct20	686.99
STATE FUND	Workers Comp Insurance for October 2020	971.33
Syntech	IT Services for August 2020	1,812.50
	IT Services for September 2020	1,937.50
Time Warner	Internet for Fire Station, 9/10/20 to 10/9/20	104.98
Toshiba Business Solutions, USA	Color & Black/White Monthly Copy Costs 7/26/20 to 8/25/20	265.48
US Bank	Office Supplies, Livescans, Monitors, Floor Mats, Etc.9/7/20	3,047.39
VerizonW	iPads, 8/4/20 to 9/3/20	167.10
	Cell Phones, 8/4/20 to 9/3/20	207.42
Report Total		683,763.54

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

<u>Vendor ID</u>	<u>Invoice Description</u>	<u>Cash Required</u>
STATE FUND	Workers Comp Premium Annual 6/1/20	<u>4,845.48</u>
Report Total		<u><u>4,845.48</u></u>

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

Vendor ID	Invoice Description	Cash Required
ABILA	Monthly Accounting Software Subscription, 9/3/2020	122.75
AMP	Rent for Admin Bldg. for the month of October 2020	2,678.00
	Rent for 31526 Railroad Cyn Rd. Suite #4 October 2020	400.00
Bill Blankenship	Economic Development Consulting August 2020	2,500.00
Bonner	Auto Allowance for the month of September - Bonner	100.00
CASH	Petty Cash Reimbursement, 8/20/2020	50.00
Corelogic	Database for Code Enforcement Reports, August 2020	5.15
	Database for Code Enforcement, August 2020	128.75
Delgado	Janitorial Service for the month of August 2020	941.50
Ehrenkranz	Auto Allowance for the month of September - Ehrenkranz	100.00
ICG	Building & Safety Services for July 2020	37,595.47
Jeremy Smith	Auto Allowance for the month of September - Smith	100.00
Joe's	Bulb's for Fire Station, 8/20/2020	14.08
	Outdoor Cleaner for Code Enforcement, 8/20/2020	12.27
	Bulbs, Lock & Cable for Rental Bldg. 9/1/20	115.64
Kasey Castillo	Auto Allowance for the month of September - Castillo	100.00
Lake Elsinore Chrysler	Replace Rear Sway Bar & Idler Pulleys on Jeep, 8/14/2020	150.00
Larry Greene	Auto Allowance for the month of September - Greene	100.00
MR. WINDOW	Window Cleaning Inside & Out - City Hall & Admin (9/1/20)	170.00
Nate Volk	Video Broadcast Mtg. for 7/8/2020	500.00
PVM	Street & Facility Maint.-Repair Latches at Rental August2020	278.23
PZL, Inc.	Planning Services for August 2020	2,629.00
RAMS	Accounting Services for the month of July 2020	1,240.00
RC Window Films	Window Film for Admin Office, 9/9/20	4,523.00
	Window Film for City Hall, 9/8/20	2,821.00
STAPLES	Office Supplies (Coffee, Paper, Folders, Boxes, etc.), 8/25	362.46
TCS	GASB75 Valuation Services - 1st Installment	1,350.00
Time Warner	Digital Converter for City Hall, 8/22/20 to 9/21/20	5.25
Toshiba	Monthly Copier Lease for Admin & City Hall, 9/10/20	799.31
TRI LAKE	General Engr. Svcs.-LLA Review, TAC Mtg. RRCR Strip July 20	1,120.00
Report Total		61,011.86

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City of Canyon Lake
Company (10756)

Check Date: 08/31/2020
Process: 2020083101
Period: 08/16/2020 to 08/31/2020

Labor Distribution

Page 1

Department: (20)City Employees

Code	Earning	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Taxable	Amount	Taxable	Amount	
125CO	125 Cash		472.54	PTAXI Pre-Tax P.	CA	299.66	California SI	184.62	CAETT CA Edu & Ti	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
102	Reg Regular		4280.83	CASDI CA SDI - Eir				4753.37	CASUI California SI	0.00	0.00	0.00	0.00	0.00	0.00	4753.37	
4280.83	Salary			FITW Federal Incoi				4453.71	MED-R Medicare - E	4753.37	68.92	68.92	68.92	68.92	68.92	68.92	4822.29
				MED Medicare				4753.37			68.92	68.92	68.92	68.92	68.92	68.92	3632.73
	Total Earnings	0.00	4753.37	Total Deductions		299.66			Total Employer Taxes		820.98	820.98					

Code	Earning	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Taxable	Amount	Taxable	Amount	
Reg	Regular	40.00	862.40	CA California SI				970.20	CAETT CA Edu & Ti	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
106	Sick	5.00	107.80	CASDI CA SDI - Eir				970.20	CASUI California SI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
21.5600	Rate			FITW Federal Incoi				970.20	MED-R Medicare - E	970.20	14.07	14.07	14.07	14.07	14.07	14.07	970.20
				MED Medicare				970.20			14.07	14.07	14.07	14.07	14.07	14.07	984.27
	Total Earnings	45.00	970.20	Total Deductions		0.00			Total Employer Taxes		84.36	84.36					

Code	Earning	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Taxable	Amount	Taxable	Amount	
Reg	Regular	45.00	769.50	457B EE :	CA	57.71	California SI	711.79	CAETT CA Edu & Ti	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
114	Emp Id			AflacP, Aflac Post		13.65		769.50	CASUI California SI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
17.1000	Rate							711.79	FITW Federal Incoi				769.50	769.50	11.16	11.16	769.50
								769.50	MED Medicare				769.50	769.50	11.16	11.16	769.50
	Total Earnings	45.00	769.50	Total Deductions		71.36			Total Employer Taxes		47.92	47.92					

Code	Earning	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Taxable	Amount	Taxable	Amount	
125CO	125 Cash		186.93	PTXPE Pre-Tax P.	CA	143.72	California SI	2172.38	CAETT CA Edu & Ti	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
115	Reg Regular		2129.17					2316.10	CASUI California SI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2129.17	Salary							2172.38	FITW Federal Incoi				2316.10	2316.10	33.58	33.58	2316.10
								2316.10	MED Medicare				2316.10	2316.10	33.58	33.58	2316.10
	Total Earnings	45.00	769.50	Total Deductions		143.72			Total Employer Taxes		320.82	320.82					

Code	Earning	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Taxable	Amount	Taxable	Amount	
125CO	125 Cash		166.99	PTXPE Pre-Tax P.	CA	175.78	California SI	2595.38	CAETT CA Edu & Ti	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
117	Reg Regular		2604.17					2771.16	CASUI California SI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2604.17	Salary							2595.38	FITW Federal Incoi				2771.16	2771.16	40.18	40.18	2771.16
								2771.16	MED Medicare				2771.16	2771.16	40.18	40.18	2771.16
								2771.16	SS OASDI				2771.16	2771.16	0.00	0.00	2771.16
	Total Earnings	0.00	2771.16	Total Deductions		175.78			Total Employer Taxes		466.22	466.22					

Code	Earning	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Taxable	Amount	Taxable	Amount	
125CO	125 Cash		184.31	PTXPE Pre-Tax P.	CA	464.06	California SI	6670.25	CAETT CA Edu & Ti	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
111	ELECT Reimburs		75.00					7134.31	CASUI California SI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
6875.00	Salary							6670.25	FITW Federal Incoi				7134.31	7134.31	103.45	103.45	7134.31
								7134.31	MED Medicare				7134.31	7134.31	103.45	103.45	7134.31
	Total Earnings	9.00	7134.31	Total Deductions		464.06			Total Employer Taxes		1975.62	1975.62					

Labor Distribution

City of Canyon Lake
Company (10756)

Check Date: 08/31/2020
Process: 2020083101
Period: 08/16/2020 to 08/31/2020

07/20/2020 City Council

Code	Earnings	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Taxable	Tax	Amount	Taxable	Amount					
Reg	Regular		300.00		CA	California SI	300.00	CAETT	CA Edu & T	0.00	300.00	300.00	0.30	300.00	0.30					
Emp	109				FITW	Federal Inco	300.00	CASUI	California SI	0.00	300.00	300.00	16.20	300.00	16.20					
Salary	300.00				MED	Medicare	300.00	MED-R	Medicare - E	4.35	300.00	300.00	4.35	300.00	4.35					
													Total Earnings	0.00	Total Deductions	0.00	Total Employer Taxes	4.35	Total Employer Taxes	20.85

Department: (50) Council Members Total

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

Report Total

Code	Earnings	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Taxable	Tax	Amount	Taxable	Amount					
17	8 125CO 125 Cash		2515.38	457B EE	CA	California SI	173.71	CA	California SI	32798.10	32798.10	CAETT	CA Edu & T	1500.00	1.50					
9	ADML Admin Le	9.50	0.00	Aflac Post	CASDI	CA SDI - Err	13.65	CASUI	California SI	33427.22	33427.22	CASUI	California SI	1500.00	81.00					
	ELECT Reimburs	9.00	75.00	MEDI: Health Ins	FITW	Federal Inco	127.75	MED-R	Medicare - E	32798.10	32798.10	MED-R	Medicare - E	34927.22	506.44					
	MGTL Managem	411.00	31844.74	PTAXI Pre-Tax P	MED	Medicare	728.72	SS-R	OASDI - Em	34927.22	2771.16	SS-R	OASDI - Em	2771.16	0.00					
	Reg Regular	24.00	619.85	PTXPE Pre-Tax P	SS	OASDI	1226.69			2771.16	2771.16			0.00	0.00					
	Sick																			
													Total Earnings	453.50	Total Deductions	2270.52	Total Employer Taxes	5710.84	Total Employer Taxes	588.94

Chris Mann
Chris Mann, City Manager
Date

Department: (20)City Employees

Code	Earnings	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Taxable	Tax	Code	Amount	Taxable	Amount
125CO	125 Cash		472.54	PTAXI Pre-Tax F.	CA	299.66	California SI	4453.71	CAEDT	CA Edu & T	CA	184.62	0.00	0.00	0.00	0.00	0.00	0.00
102	Hol	9.50	0.00	CASDI CA SDI - Err	CA	4753.37	CASUI California SI	4753.37	CASUI	California SI	CA	47.53	0.00	0.00	0.00	0.00	0.00	4753.37
4280.83	Reg	Regular	4280.83	FITW Federal Inco	CA	4453.71	FITW Federal Inco	4453.71	MED-R	Medicare - E	CA	519.90	4753.37	68.93	68.93	68.93	68.93	68.93
				MED Medicare	CA	68.93	MED Medicare	68.93										
	Total Earnings	9.50	4753.37	Total Deductions		299.66	Total Employer Taxes	4753.37	Total Employer Taxes			820.98	4753.37	68.93	68.93	68.93	68.93	68.93

Code	Earnings	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Taxable	Tax	Code	Amount	Taxable	Amount
Reg	Regular	40.00	862.40	CA California SI	CA	862.40	California SI	862.40	CAEDT	CA Edu & T	CA	10.78	0.00	0.00	0.00	0.00	0.00	0.00
106				CASDI CA SDI - Err	CA	862.40	CASUI California SI	862.40	CASUI	California SI	CA	8.62	0.00	0.00	0.00	0.00	0.00	0.00
21.5600	Rate			FITW Federal Inco	CA	862.40	FITW Federal Inco	862.40	MED-R	Medicare - E	CA	36.66	862.40	12.51	12.51	12.51	12.51	12.51
				MED Medicare	CA	12.50	MED Medicare	12.50										
	Total Earnings	40.00	862.40	Total Deductions		0.00	Total Employer Taxes	862.40	Total Employer Taxes			68.56	862.40	12.51	12.51	12.51	12.51	12.51

Code	Earnings	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Taxable	Tax	Code	Amount	Taxable	Amount
Reg	Regular	40.00	684.00	457B 457B EE!	CA	51.30	California SI	632.70	CAEDT	CA Edu & T	CA	5.72	0.00	0.00	0.00	0.00	0.00	0.00
114				AflacP, Aflac Post	CA	13.65	CASDI CA SDI - Err	684.00	CASUI	California SI	CA	6.84	0.00	0.00	0.00	0.00	0.00	0.00
17.1000	Rate			FITW Federal Inco	CA	632.70	FITW Federal Inco	632.70	MED-R	Medicare - E	CA	13.69	684.00	9.92	9.92	9.92	9.92	9.92
				MED Medicare	CA	9.92	MED Medicare	9.92										
	Total Earnings	40.00	684.00	Total Deductions		64.95	Total Employer Taxes	684.00	Total Employer Taxes			36.17	684.00	9.92	9.92	9.92	9.92	9.92

Code	Earnings	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Taxable	Tax	Code	Amount	Taxable	Amount
125CO	125 Cash		186.93	PTXPE Pre-Tax F.	CA	143.72	California SI	2172.38	CAEDT	CA Edu & T	CA	73.61	0.00	0.00	0.00	0.00	0.00	0.00
115	Hol	9.50	0.00	CASDI CA SDI - Err	CA	2316.10	CASUI California SI	2316.10	CASUI	California SI	CA	23.16	0.00	0.00	0.00	0.00	0.00	0.00
2129.17	Reg	Regular	2129.17	FITW Federal Inco	CA	2172.38	FITW Federal Inco	2172.38	MED-R	Medicare - E	CA	190.46	2316.10	33.58	33.58	33.58	33.58	33.58
				MED Medicare	CA	33.58	MED Medicare	33.58										
	Total Earnings	40.00	684.00	Total Deductions		143.72	Total Employer Taxes	2316.10	Total Employer Taxes			320.81	2316.10	33.58	33.58	33.58	33.58	33.58

Code	Earnings	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Taxable	Tax	Code	Amount	Taxable	Amount
125CO	125 Cash		166.99	PTXPE Pre-Tax F.	CA	175.78	California SI	2595.38	CAEDT	CA Edu & T	CA	116.42	0.00	0.00	0.00	0.00	0.00	0.00
117	Hol	9.50	0.00	CASDI CA SDI - Err	CA	2771.16	CASUI California SI	2771.16	CASUI	California SI	CA	27.71	0.00	0.00	0.00	0.00	0.00	0.00
2604.17	Reg	Regular	2604.17	FITW Federal Inco	CA	281.90	FITW Federal Inco	281.90	MED-R	Medicare - E	CA	281.90	2771.16	40.18	40.18	40.18	40.18	40.18
				MED Medicare	CA	40.18	MED Medicare	40.18										
	Total Earnings	28.50	2771.16	Total Deductions		175.78	Total Employer Taxes	2771.16	Total Employer Taxes			466.21	2771.16	40.18	40.18	40.18	40.18	40.18

Code	Earnings	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Taxable	Tax	Code	Amount	Taxable	Amount
125CO	125 Cash		184.31	PTXPE Pre-Tax F.	CA	464.06	California SI	6670.25	CAEDT	CA Edu & T	CA	527.65	0.00	0.00	0.00	0.00	0.00	0.00
111	ELECT Reimburs		75.00	CASDI CA SDI - Err	CA	7134.31	CASUI California SI	7134.31	CASUI	California SI	CA	71.34	0.00	0.00	0.00	0.00	0.00	0.00
6875.00	Hol	9.50	0.00	FITW Federal Inco	CA	6670.25	FITW Federal Inco	6670.25	MED-R	Medicare - E	CA	1273.17	7134.31	103.45	103.45	103.45	103.45	103.45
				MED Medicare	CA	103.45	MED Medicare	103.45										
	Total Earnings	9.50	7134.31	Total Deductions		464.06	Total Employer Taxes	7134.31	Total Employer Taxes			1975.61	7134.31	103.45	103.45	103.45	103.45	103.45

Code	Earnings	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Taxable	Tax	Code	Amount	Taxable	Amount
125CO	125 Cash		184.31	PTXPE Pre-Tax F.	CA	464.06	California SI	6670.25	CAEDT	CA Edu & T	CA	527.65	0.00	0.00	0.00	0.00	0.00	0.00
111	ELECT Reimburs		75.00	CASDI CA SDI - Err	CA	7134.31	CASUI California SI	7134.31	CASUI	California SI	CA	71.34	0.00	0.00	0.00	0.00	0.00	0.00
6875.00	Hol	9.50	0.00	FITW Federal Inco	CA	6670.25	FITW Federal Inco	6670.25	MED-R	Medicare - E	CA	1273.17	7134.31	103.45	103.45	103.45	103.45	103.45
				MED Medicare	CA	103.45	MED Medicare	103.45										
	Total Earnings	9.50	7134.31	Total Deductions		464.06	Total Employer Taxes	7134.31	Total Employer Taxes			1975.61	7134.31	103.45	103.45	103.45	103.45	103.45

Code	Earnings	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Taxable	Tax	Code	Amount	Taxable	Amount
125CO	125 Cash		184.31	PTXPE Pre-Tax F.	CA	464.06	California SI	6670.25	CAEDT	CA Edu & T	CA	527.65	0.00	0.00	0.00	0.00	0.00	0.00
111	ELECT Reimburs		75.00	CASDI CA SDI - Err	CA	7134.31	CASUI California SI	7134.31	CASUI	California SI	CA	71.34	0.00	0.00	0.00	0.00	0.00	0.00
6875.00	Hol	9.50	0.00	FITW Federal Inco	CA	6670.25	FITW Federal Inco	6670.25	MED-R	Medicare - E	CA	1273.17	7134.31	103.45	103.45	103.45	103.45	103.45
				MED Medicare	CA	103.45	MED Medicare	103.45										
	Total Earnings	9.50	7134.31	Total Deductions		464.06	Total Employer Taxes	7134.31	Total Employer Taxes			1975.61	7134.31	103.45	103.45	103.45	103.45	103.45

Credit Card Review

U S BANK Statement dated 9/7/20

ITEM #	CREDITOR	DESCRIPTION	AMOUNT	ACCOUNT
1	Microsoft	Microsoft 365 Monthly Fee	\$ 137.50	10-310-6210
2	Microsoft	Emergency Preparedness Monthly Emails	\$ 44.00	10-425-6210
3	Microsoft	Microsoft 365 Monthly Fee	\$ 387.75	10-310-6210
4	Staples	Surge Protector & Large/Medium Picture Hanging Strips for New Office	\$ 58.70	10-310-6210
5	Staples	Surge Protector, Mouse Pad, Mouse & Ethernet Cable for New Office	\$ 115.24	10-330-6210
6	Amazon	Disposable Shoe Covers for Rental Inspections (Covid-19)	\$ 26.93	10-310-6210
7	Arlo Technologies	Monthly Camera Service - City Hall	\$ 9.99	10-550-6610
8	Amazon	2 Dual Monitor Stands for Ferrari Computer for New Office	\$ 96.95	10-330-6210
9	Amazon	Adhesive Backed Transparency Rigid Vinyl Film for 9/11 Blue Light Tribute	\$ 16.15	10-100-6830
10	Amazon	Blue Tube Guards for 9/11 Blue Light Tribute	\$ 117.42	10-100-6830
11	Amazon	Ergonomics Dual Desk Monitor Mount for New Office	\$ 25.75	10-330-6210
12	Amazon	Blue Indoor/Outdoor Blue Floodlights for 9/11 Blue Light Tribute	\$ 48.48	10-100-6830
13	Amazon	Returned 1 Dual Monitor Stands for Ferrari Computer for New Office	\$ (64.64)	10-330-6210
14	Amazon	Returned Ergonomics Dual Desk Monitor Mount for New Office	\$ (25.75)	10-330-6210
15	Arlo Technologies	Monthly Camera Service - City Hall Admin	\$ 14.99	10-550-6610
16	The UPS Store	4 Livescans for Interns	\$ 100.00	10-310-6210
17	Amazon	3 Desk Mounts for Monitors for New Office	\$ 191.70	10-310-6210
18	Amazon	Laptop Holder Tray for Notebook for Ferrari	\$ 21.54	10-310-6210
19	JabraBlueParrott	Camera Mount for Conference Room - Admin	\$ 37.71	10-310-6210
20	Amazon	Desk Mount with Adjustable Stand for Laptop & Monitor Mount for Laptop	\$ 118.50	10-310-6210
21	Appliance Quick Service	Repairs for Dishwasher at Fire Station 60	\$ 284.33	10-420-6220
22	VIPS Café Restaurant	Roundtable Meeting - Mann, Bonner, Burke, Warner, Kazakoff & Lt. Rayls	\$ 113.89	10-310-6510
23	BJ's Restaurant	Working Lunch - Mann, Dickson, Sauseda, Borja, Lozano & Ferrari	\$ 128.26	10-310-6510
24	The Canyon Cowboy	Economic Development Lunch Meeting - Mann, Blankenship, Gordan & Pitassi	\$ 88.96	10-310-6510
25	Amazon	Lights for Video Conference Calls (Covid-19)	\$ 23.69	10-310-6210
26	Zoom	Monthly Subscription for Virtual Meetings	\$ 14.99	10-310-6210
27	BJ's Restaurant	Economic Development Lunch Meeting - Mann & Blankenship	\$ 50.36	10-310-6510
28	The Urban	Breakfast Meeting regarding Economic Development Mann & Burum	\$ 39.60	10-310-6510
29	The Canyon Cowboy	Lunch Meeting regarding Economic Development & New Bldg. Renovations - Mann & Blankenship	\$ 44.63	10-310-6510
30	Amazon	Office Supplies - Earphone Kit	\$ 8.61	10-310-6210
31	HomeGoods	Desk Stationary Pieces and Supplies for Lozano & Ferrari	\$ 119.35	Multiple
32	Amazon Prime	Monthly Prime Membership Fee	\$ 14.00	10-310-6210
33	Staples	2 Chair Floor Mats, 2 Quartet Dry Erase Calendars, Dry Erase Markers & USB's - New Office	\$ 272.17	10-310-6210
34	U-Haul	Office Supplies - Lawdown Wardrobe Boxes for Building Permits	\$ 38.47	10-310-6210
35	U-Haul	Office Supplies - Lawdown Wardrobe Boxes for Building Permits	\$ 38.06	10-310-6210
36	Amazon	Refund Monthly Prime Membership Fee	\$ (14.13)	10-310-6210
37	Tommy's Express	Car Wash for City Vehicles	\$ 102.95	10-520-6415
38	Sam's Club	Office Supplies - Starbucks Espresso Cans	\$ 33.25	10-310-6210
39	Nothing Bundt Cakes	Council Meeting Council Recognition	\$ 9.79	10-100-6220
40	Nothing Bundt Cakes	Council Meeting Council Recognition	\$ 14.00	10-100-6220
41	Canyon Lake Market	Council Meeting Closed Session Dinner	\$ 143.05	10-100-6225

Late Fee \$ 10-310-6965

\$ 3,047.39

Account Breakdown

City Council Dept. Expense	10-100-6220	\$ 23.79
City Council Meeting Expense	10-100-6225	\$ 143.05
Promotion and Advertising	10-100-6830	\$ 182.05
City Manager Office Expense	10-310-6210	\$ 1,554.23
Conference/Meeting/Travel Expense	10-310-6510	\$ 465.70
City Manager Software	10-310-6530	
City Manager Dept. Expense	10-310-6220	
City Manager Membership	10-310-6520	
Professional/Specialized Services	10-310-6610	
City Clerk Departmental Expense	10-320-6220	
City Clerk Conference/Meeting/Travel Expense	10-320-6510	
City Clerk Dues	10-320-6520	
Professional/Specialized Services	10-320-6610	
City Clerk Training and Education	10-320-6710	
City Clerk Military Banner Program	10-320-6511	
Finance Office Expense and Supplies	10-330-6210	\$ 222.31
Law Enforcement Specialized Services	10-410-6610	
Fire & Medical Department Expense	10-420-6220	\$ 284.33
Emergency Preparedness Office Supplies	10-425-6210	\$ 44.00
Emergency Preparedness Grant Expense	10-425-6215	
Code Enforcement Supplies	10-520-6210	
Vehicle Maintenance	10-520-6415	\$ 102.95
Code Enforcement Membership Dues	10-520-6520	
Code Enforcement Training	10-520-6710	
Building & Facilities Maintenance	10-550-6610	\$ 24.98
Building & Facilities Maint. Capital Outlay	10-550-8000	
Building & Facilities Maint. Furniture & Equip.	10-550-8007	
Rental Office Expense	60-560-6210	
		\$ 3,047.39

*Copies for City Council
as directed by
the Finance Committee*

Check Figure \$

Home | Profile | Reporting | Person Information | Education | Other Applications

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

- **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 Setup Total

Total Payment Amount: \$4,451.95

Payment Summary

Payment Confirmation Number	Payment Authorization Date	Receivable ID	Receivable Description	Payment Method	Payment Account Nickname	Selected Payment Amount
1001646294	09/02/2020	100000016105392	Employer Contribution, PEPR, 26189, CalPERS, 08/16/2020 - 08/31/2020	EFT - Debit	Citizens Business Bank -5402	\$2,631.83
1001646295	09/02/2020	100000016105355	Employer Contribution, Classic, 1684, CalPERS, 08/16/2020 - 08/31/2020	EFT - Debit	Citizens Business Bank -5402	\$1,820.12

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CM

Home | Profile | Reporting | Person Information | Employer | Other my CalPERS

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

Name: City of Canyon Lake CalPERS ID: 3813045770

Payment Request Acceptance

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 Setup Total

Total Payment Amount: \$3,277.30

Payment Summary

Payment Confirmation Number	Payment Authorization Date	Receivable ID	Receivable Description	Payment Method	Payment Account Nickname	Selected Payment Amount
1001645691	09/01/2020	100000016144460	Health PA Billing - PERS	EFT - Debit	Citizens Business Bank -5402	\$3,277.30

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CM

Home Profile Reporting Person Information Education myCalPERS

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

- 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 Setup Total

Total Payment Amount: \$700.00

Payment Summary

Payment Confirmation Number	Payment Authorization Date	Receivable ID	Receivable Description	Payment Method	Payment Account Nickname	Selected Payment Amount
1001645705	09/01/2020	100000016149482	GASB 68 Reporting Services Fee, CalPERS	EFT - Debit	Citizens Business Bank -5402	\$700.00

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CW

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: **09/02/2020**

Submission time: **11:40 AM**

Pay period end date: **08/31/2020**

Payment method: **Debit ACH**

Bank routing number: **122234149**

Bank account number: **245125402**

Contributions payment amount: **\$232.00**

Contributions count: **2**

Draft date: **09/03/2020**

Handwritten initials: M

Nationwide Retirement Solutions and Nationwide Life Insurance Company (collectively "Nationwide") have endorsement relationships with the following industry organizations, the National Association of Public Employees, the National Association of State Employees, and the National Association of Public Employees.

Nationwide may receive payments from mutual funds or their affiliates in connection with certain investment options. See mutual fund prospectuses for details.

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: **09/02/2020**

Submission time: **11:51 AM**

Pay period end date: **08/31/2020**

Payment method: **Debit ACH**

Bank routing number: **122234149**

Bank account number: **245125402**

Contributions payment amount: **\$109.01**

Contributions count: **1**

Draft date: **09/03/2020**

CM

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, Fireline Emergency, and the National Association of Police Organizations.

Nationwide may receive payments from mutual funds or their affiliates in connection with certain investment options. Learn more at [nationswide.com](#).

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 FINRA.

Investment Reports

CITIZENSTrust™

PO Box 2549

Rancho Cucamonga, CA 91729-2549

Return Service Requested

000000041 MCB1000090820386895 01 000000 41 004

SEP 21 2020

SEP 21 2020

BY: _____

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

STATEMENT FOR THE PERIOD FROM 08/01/2020 TO 08/31/2020
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.




Account Statement

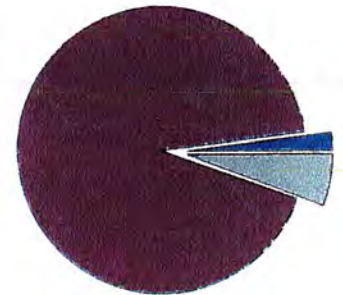
Account Number: 1035003119
 August 01, 2020 To August 31, 2020

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	08/01/2020	08/31/2020	% Of Account
 CASH & CASH EQUIVALENTS	153,554.65	53,256.96	1.9%
 FIXED INCOME	2,467,955.35	2,566,803.80	92.4%
 MISCELLANEOUS	158,899.50	158,502.00	5.7%
Total	2,780,409.50	2,778,562.76	100.0%



Activity Summary

	This Period	Year To Date	Realized Capital Gains / Losses	
			This Period	Year To Date
Beginning Market Value	2,780,409.50	2,740,120.38		
Income	173.14	30,501.16	Long Term	0.00
Asset Activity	100,000.00-	615,523.45-	Total Gains / Losses	0.00
Fees	470.83-	3,684.92-		1,223.31-
Cash Management	100,297.69	588,707.21		
Change In Market Value	1,846.74-	38,442.38		
Ending Market Value	2,778,562.76	2,778,562.76		

Account Statement

Account Number: **1035003119**
 August 01, 2020 To August 31, 2020

Portfolio Statement

Quantity	Description	Market Value	Cost Basis
Cash & Cash Equivalents			
Cash Equivalents			
Unclassified			
53,256.960	31607A703 FIDELITY GOVERNMENT PORTFOLIO	53,256.96	53,256.96
	Total Unclassified	53,256.96	53,256.96
Total	Cash Equivalents	53,256.96	53,256.96
Total	Cash & Cash Equivalents	53,256.96	53,256.96
Fixed Income			
Taxable			
100,000.000	05580ACZ5 BMW BANK BANK NORTH AMERICA DTD 09/30/15 MEDIUM-TERM CD 2.2% 09/30/2020	100,183.00	99,980.00
100,000.000	14042RAR2 CAPITAL ONE NA MEDIUM-TERM CD DTD 10/07/2015 2.2% 10/07/2020	100,226.00	99,615.00
100,000.000	24422ERE1 JOHN DEERE CAPITAL CORP SERIES MTN DTD 07/12/2011 3.9% 07/12/2021	103,079.00	102,099.11
100,000.000	29266NS32 ENERBANK USA DTD 10/16/2015 MEDIUM-TERM CD 1.75% 10/16/2020	100,217.00	100,000.00
125,000.000	3130AEWA4 FEDERAL HOME LOAN DTD 09/07/18 2.625% 10/01/2020	125,255.00	125,610.61
150,000.000	3130AJQR3 FEDERAL HOME LOAN BANK DTD 06/30/20 CALL .45% 06/30/2023-2020	150,004.50	150,000.00
100,000.000	3130AJRE1 FEDERAL HOME LOAN BANK DTD 6/24/2020 CALL .75% 06/24/2025-2020	100,012.00	100,000.00
105,000.000	3133EEG79 FEDERAL FARM CREDIT BANK DTD 05/07/2015 2.15% 09/07/2023	110,978.70	111,012.30
150,000.000	3133ELD76 FEDERAL FARM CREDIT BANK DTD 06/02/2020 CALL .34% 12/02/2022-2020	149,983.50	150,000.00
100,000.000	3133ELH56 FEDERAL FARM CREDIT BANK DTD 06/09/2020 CALL .27% 06/09/2022-2020	100,000.00	99,875.00
200,000.000	3133ELN75 FEDERAL FARM CREDIT BANK DTD 6/23/20 CALL .23% 12/23/2021-2020	199,318.00	199,900.00

PO Box 2549
 Rancho Cucamonga, CA 91729-2549
 Return Service Requested

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

Portfolio Statement (Continued)

Quantity	Description	Market Value	Cost Basis
Taxable			
100,000.000	3134GVY69 FREDDIE MAC DTD 6/30/2020 CALL .55% 06/30/2023-2020	100,004.00	100,000.00
100,000.000	3134GWBV7 FREDDIE MAC DTD 07/21/2020 CALL .8% 07/21/2025-2020	99,998.00	100,000.00
100,000.000	3134GWCZ7 FREDDIE MAC DTD 7/28/20 CALL .3% 10/28/2022-2021	100,006.00	99,985.00
100,000.000	3134GWMY9 FREDDIE MAC DTD 08/19/2020 CALL .625% 08/19/2025-2021	100,007.00	100,000.00
100,000.000	3135G03Q4 FANNIE MAE DTD 04/23/2020 CALL 1.1% 04/23/2025-2020	100,135.00	100,000.00
205,000.000	3136G4A29 FANNIE MAE DTD 7/30/2020 CALL .55% 07/30/2024-2021	205,004.10	205,000.00
100,000.000	3136G4D83 FANNIE MAE DTD 7/29/2020 CALL .51% 07/29/2024-2021	99,853.00	99,984.00
200,000.000	69353REW4 PNC BANK NA DTD 04/29/16 CALL 2.15% 04/29/2021-2021	202,210.00	200,828.12
200,000.000	880591ER9 TENN VALLEY AUTHORITY DTD 09/29/14 2.875% 09/15/2024	220,330.00	209,944.60
Total	Taxable	2,566,803.80	2,553,833.74
Total	Fixed Income	2,566,803.80	2,553,833.74
Miscellaneous			
Corp Bond-sma			
Taxable Bonds			
150,000.000	24422ERT8 JOHN DEERE CAPITAL CORP DTD 06/26/12 2.8% 01/27/2023	158,502.00	158,469.00
Total Taxable Bonds		158,502.00	158,469.00
Total	Corp Bond-sma	158,502.00	158,469.00
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	158,502.00	158,469.00

Account Statement

Account Number: 1035003119

August 01, 2020 To August 31, 2020

Portfolio Statement (Continued)

Quantity	Description	Market Value	Cost Basis
Grand Total Assets		2,778,562.76	2,765,559.70

Account Activity Summary

	Total Cash	Cost Basis Excluding Cash	Market Value Including Cash
Balances Beginning Of Period	0.00	2,765,857.39	2,788,167.10
Prior Accruals			7,757.60-
Unrealized Depreciation This Period			1,846.74-
Current Accruals			10,711.91
Asset Activity	100,000.00-	100,000.00	100,000.00-
Cash Management	100,297.69	100,297.69-	100,297.69
Fees	470.83-	0.00	470.83-
Income	173.14	0.00	173.14
Realized Gain/loss			0.00
Non Cash Asset Changes			
Balances End Of Period	0.00	2,765,559.70	2,789,274.67

Transaction Statement

Date	Quantity	Description	Transaction Type	Cash	Cost Basis
08/01/20		Beginning Balance		0.00	2,765,857.39
Income					
Interest					
08/03/20		31607A703 FIDELITY GOVERNMENT PORTFOLIO 29266NS32	INTEREST RCVD	24.51	
08/17/20		ENERBANK USA DTD 10/16/2015 MEDIUM-TERM CD 1.75% 10/16/2020	INTEREST RCVD	148.63	
Total Interest				173.14	0.00
Total Income				173.14	0.00
Asset Activity					
Assets Purchased					
08/19/20	100,000.000	3134GWMY9 FREDDIE MAC DTD 08/19/2020 CALL .625% 08/19/2025-2021	BUY	100,000.00-	100,000.00
Total Assets Purchased				100,000.00-	100,000.00
Total Asset Activity				100,000.00-	100,000.00
Fees					
08/27/20		MANAGEMENT FEES CITIZENS BUSINESS BANK FOR THE PERIOD ENDING 08/20/2020	DISBURSEMENT	470.83-	
Total Fees				470.83-	0.00

Transaction Statement (Continued)

Date	Quantity	Description	Transaction Type	Cash	Cost Basis
Cash Management					
08/31/20	100,297.690-	31607A703 NET CASH MANAGEMENT	NET CASH MGMT	100,297.69	100,297.69-
Total Cash Management				100,297.69	100,297.69-
08/31/20		Ending Balance		0.00	2,765,559.70

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, September 2, 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.canyonlakeca.gov, 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@canyonlakeca.gov. 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@canyonlakeca.gov.

**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 5:05 p.m.

CITY COUNCIL ROLL CALL

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

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION –
Pursuant to paragraph (1) of subdivision (d) of Section 54956.9
Richard Beck v. City of Canyon Lake, Riverside Superior Court
Case No.: RIC2003025

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

C. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION -
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of
Section 54956.9 - 1 case

D. 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 5:07 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 6:34 p.m.

INVOCATION

Invocation was led by Councilmember Smith.

FLAG SALUTE

Flag Salute was led by Councilmember Smith.

ROLL CALL

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

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/Greene to approve the agenda.

Motion carried 5-0, with Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Greene, Councilmember Smith, and Mayor Ehrenkranz voting aye.

CEREMONIAL MATTERS *Presentations, Awards, Proclamations*

- Presentation by City Clerk Ana Sauseda

City Clerk Sauseda wished Councilmember Bonner & Mayor Ehrenkranz a Happy Birthday on behalf of City staff.

- Proclamation by Mayor Ehrenkranz

Mayor Ehrenkranz proclaimed 9/11, a Day of Service & Remembrance. He also presented Brian Bock who joined the meeting via teleconference to discuss the upcoming 9/11 Tribute in Lights Virtual event.

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.

- Canyon Lake Property Owners Association Update from President Chris Polland

Canyon Lake Property Owners Association President Chris Polland joined the meeting via teleconference and gave an update on behalf of the Property Owners Association.

PUBLIC SAFETY UPDATE

❖ Sheriff

Lieutenant James Rayls gave an update on the statistics and answered questions from the Council.

❖ Fire

Kirk Barnett, Division Chief, introduced the new Riverside County Fire Chief, gave an update on the statistics, and answered questions from the Council.

❖ Code Enforcement

Gina Dickson, Senior Code Enforcement Officer, gave a brief update and answered questions from the Council.

PUBLIC COMMENT

City Clerk Sauseda read public comments from the following:

- Ilyssa DeCasperis

CONSENT CALENDAR

- (1) Waive Full Reading, Read all Ordinances by Title Only
- (2) Resolution - Adoption of Resolution No. 2020-35 & Resolution No. 2020-42, Approving Claims and Demands of the City
- (3) Minutes - Approval of City Council Minutes
 - August 5, 2020 – Canceled City Council Meeting
 - July 13, 2020 – Special City Council Meeting
 - July 8, 2020 – Regular City Council Meeting
 - March 25, 2020 - Special City Council Meeting
 - September 26, 2019 – Special City Council Meeting
- (4) Second 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
- (5) Resolution - Adoption of Resolution No. 2020-36, Authorizing a Budget Adjustment in the Amount of \$10,000 for FY 2020-21, for Participation in the WRCOG Fellowship Program
- (6) Resolution - Adoption of Resolution No. 2020-37, A Resolution of the City Council of the City of Canyon Lake, California, Authorizing a Budget Adjustment in the Amount of \$7,700 for FY 2020-21, for the Purchase of Protective Window Film at the Administration Office and Main Building
- (7) Resolution - Adoption of Resolution No. 2020-38, A Resolution of the City Council of the City of Canyon Lake, California, Authorizing a Budget Adjustment in the Amount of \$6,000 for FY 2020-21, for the Purchase of Furniture & Office Equipment at the New Office Space Located at 31526 Railroad Canyon Road, Suite 4

Motion and second by Councilmember Greene/ Mayor Pro Tem Castillo to approve the Consent Calendar with the exception of Item 8.

Motion carried 5-0, with Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Greene, Councilmember Smith, and Mayor Ehrenkranz voting aye.

PULLED CONSENT CALENDAR ITEMS

- (8) Resolution - Adoption of Resolution No. 2020-40, A Resolution of the City Council of the City of Canyon Lake, California, Authorizing a Budget Adjustment in the Amount of \$6,000 for FY 2020-21, for the Digitizing of Additional City Records

Councilmember Smith thanked staff for all their work on Item 8.

Motion and second by Councilmembers Bonner/Smith to approve Pulled Consent Calendar Items 2 & 5.

Motion carried 5-0, with Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Greene, Councilmember Smith, and Mayor Ehrenkranz voting aye.

BUSINESS ITEMS

- (9) Resolution - Adoption of Resolution No. 2020-39, A Resolution of the City Council of the City of Canyon Lake, California, Indicating Compliance with the Annual Inspection of Certain Occupancies Pursuant to Section 13146.2 and 13146.3 of the California Health and Safety Code

Presentation by Cal Fire Deputy Fire Marshal Steve Swarhout.

There were no public comments.

Motion and second by Councilmembers Greene/Smith to approve Resolution No. 2020-39.

Motion carried 5-0, with Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Greene, Councilmember Smith, and Mayor Ehrenkranz voting aye.

- (10) Ordinance - Introduction and First Reading of Ordinance No. 201, An Ordinance of the City Council of the City of Canyon Lake, California, Adding Chapter 5.16 Regarding Peddling and Soliciting in the City of Canyon Lake

Presentation by City Attorney Graham.

There were no public comments.

Motion and second by Councilmembers Bonner/Greene to approve the introduction and first reading of Ordinance No. 201.

Motion carried 5-0, with Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Greene, Councilmember Smith, and Mayor Ehrenkranz voting aye.

- (11) Resolution - Adoption of Resolution 2020-41, A Resolution of the City Council of the City of Canyon Lake, California, Authorizing the Reallocation of Previously Approved Community Development Block Grant Fund Balances for ADA Improvement Projects at New City Building of 31542 Railroad Canyon Road

Presentation by Administrative Services Manager Mike Borja.

There were no public comments.

Motion and second by Councilmembers Greene/Smith to approve Resolution No. 2020-41.

Motion carried 5-0, with Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Greene, Councilmember Smith, and Mayor Ehrenkranz voting aye.

- (12) Discussion - Discussion of the Status of City-Sponsored Events Scheduled in 2020

Presentation by City Clerk Sauseda.

There were no public comments.

Motion and second by Councilmembers Bonner/Greene to approve staff's recommendation and allow the City Manager to reallocate the funds.

Motion carried 5-0, with Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Greene, Councilmember Smith, and Mayor Ehrenkranz voting aye.

- (13) Update - Update on Canyon Lake Internship Program

Presentation by Management Analyst Tyler Ferrari.

There were no public comments.

- (14) Discussion - Discussion of Riverside County Sheriff's Department Citizen Volunteer Program

Presentation by Management Analyst Tyler Ferrari.

There were no public comments.

- (15) Designation of Voting Delegates – Designation of Voting Delegate and Alternates for League of California Cities Annual Conference – October 7th through 9th, 2020

Presentation by City Clerk Sauseda.

There were no public comments.

Motion and second by Councilmembers Greene/Bonner to appoint Mayor Jordan Ehrenkranz as the Delegate and Councilmember Jeremy Smith as the Alternate.

Motion carried 5-0, with Councilmember Bonner, Mayor Pro Tem Castillo, Councilmember Greene, Councilmember Smith, and Mayor Ehrenkranz voting aye.

CITY MANAGER COMMENTS

City Manager Mann gave a few updates.

COMMITTEE AND COUNCIL REPORTS/COMMENTS

- **COUNCILMEMBER BONNER**

Councilmember Bonner gave an update on RCTC. He also discussed the construction currently happening on Railroad Canyon. Lastly, he announced that the upcoming roundtable meeting would be held on Tuesday at 8:00 a.m. at the Country Club.

- **MAYOR PRO TEM CASTILLO**

Mayor Pro Tem Castillo announced the next alum application would take place on October 12th and wished everyone a happy and safe Labor Day.

- **COUNCILMEMBER GREENE**

Councilmember Greene gave updates from the Regional Conservation Authority. He also announced that the Emergency Preparedness Committee meetings had been cancelled until they could meet again in person.

- **COUNCILMEMBER SMITH**

Councilmember Smith stated that the month of August was dark in for the Riverside Transit Agency. He announced that the president of SCAG had re-appointed him to the SCAG Transportation Committee. Lastly, he thanked the staff for all of their hard work and also his colleagues.

- **MAYOR EHRENKRANZ**

Mayor Ehrenkranz gave updates on the several meetings he attended since the last City Council Meeting.

ANNOUNCEMENTS

Mayor Ehrenkranz announced that the next regular City Council meeting would be on Wednesday, October 7th, at 5:00 p.m. for closed session and 6:30 p.m. for open session.

ADJOURNMENT

The meeting was adjourned at 8:47 p.m.

Respectfully submitted,

Ana V. Sauseda, CMC
City Clerk

ORDINANCE NO. 201**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, ADDING CHAPTER 5.16 REGARDING PEDDLING AND SOLICITING IN THE CITY OF CANYON LAKE**

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

SECTION 1. CHAPTER 5.16

Chapter 5.16 is hereby added to the Canyon Lake Municipal Code to read as follows:

CHAPTER 5.16

- 5.16.010 Purpose.**
- 5.16.020 Definitions.**
- 5.16.030 “No Peddling” or “No Soliciting” signs.**
- 5.16.040 Provisions supplemental to business license regulation.**
- 5.16.050 Hours for peddling or soliciting.**
- 5.16.060 Violations.**

5.16.010 Purpose.

The Canyon Lake City Council finds that persons and organizations have been and are visiting private residential properties in the City of Canyon Lake for the purpose of peddling and/or soliciting orders for the sale of goods, wares, merchandise or services, and that many residents find such visits and the tactics used by such visitors to be bothersome and highly intrusive. The Canyon Lake City Council further finds that a variety of misrepresentations and other frauds are at times employed in such activities. The Canyon Lake City Council further finds that the public safety, welfare and convenience necessitates the exercise of the police power of the City of Canyon Lake through the enactment and enforcement of this Chapter for the purpose of protecting the privacy of residents and preventing aggressive, threatening, abusive and fraudulent practices by persons representing themselves as peddlers and solicitors.

5.16.020 Definitions.

(a) As used in this Chapter “peddling” includes the act of any person, traveling by foot, wagon, automotive vehicle, or any other type of conveyance, from place of residence to place of residence carrying, conveying, or transporting goods, wares, merchandise, meats, fish, vegetables, fruits, garden or truck farm products or provisions, offering and exposing the same for sale, or making sales and delivering articles to purchasers.

(b) As used in this Chapter “soliciting” includes the act of any person, traveling either by foot, wagon, automotive vehicle, or any other type of conveyance, from place of residence to place of residence taking or attempting to take orders for sale of goods, wares, and merchandise, personal property of any nature whatsoever for future delivery, or for services to be furnished or

performed in the future, whether or not such person has, carries, or exposes for sale a sample of the subject of such sale, or whether such person is collecting advance payment on such sale or not.

(c) Those persons peddling and/or soliciting on behalf of: (1) any institution or organization recognized by a tax board of the State of California and the Internal Revenue Service of the United States, which institution or organization is conducted wholly for the benefit of charitable, religious, political or nonprofit purposes and from which profit is not derived, either directly or indirectly, by any person, or (2) any governmental agency, shall be exempted from the requirements of this Chapter.

(d) The definition of peddling and soliciting above shall not include any person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path.

5.16.030 “No Peddling” or “No Soliciting” signs.

(a) No person, who is exercising, practicing or engaging in any activity as described in Section 5.16.020(a) hereof, shall ring the bell of, or knock on the door of, or attempt to gain admittance to any place of residence, including but limited to any residence, dwelling, property owner's association, mobile home park, or apartment complex whereon a sign bearing the words “No Peddling” or words of similar import, which indicate that peddlers are not wanted on the premises is painted, affixed or exposed to public view.

(b) No person, who is exercising, practicing or engaging in any activity as described in Section 5.16.020(b) hereof, shall ring the bell of, or knock on the door of, or attempt to gain admittance to any place of residence, including but limited to any residence, dwelling, property owner's association, mobile home park, or apartment complex whereon a sign bearing the words “No Soliciting” or words of similar import, which indicate that solicitors are not wanted on the premises is painted, affixed or exposed to public view.

(c) No person, who is exercising, practicing or engaging in any activity as described in Sections 5.16.020(a) and 5.16.020(b), shall ring the bell of, or knock on the door of, or attempt to gain admittance to any place of residence, including but limited to any residence, dwelling, property owner's association, mobile home park, or apartment complex whereon a sign bearing the words “No Peddling or Soliciting” or words of similar import, which indicate that peddlers or solicitors are not wanted on the premises is painted, affixed or exposed to public view.

(d) This section shall not apply to any peddler or solicitor who rings the bell of, or knocks on the door of any place of residence, including but limited to any residence, dwelling, property owner's association, mobile home park, or apartment complex at the invitation of or with the consent of the owner, occupant, or some adult member of the household of any such place of residence.

5.16.040 Provisions supplemental to business license regulation.

The provisions of this Chapter are intended to augment and to be in addition to any other provision of the Canyon Lake Municipal Code, including but not limited to, Chapter 5.01 related to the Business License Registration Program.

5.16.050 Hours for peddling or soliciting.

No person shall practice or engage in peddling or soliciting as described in Sections 5.16.020(a) and 5.16.020(b) to any place of residence, including but limited to any residence, dwelling, property owner's association, mobile home park, or apartment complex, between the hours of eight p.m. and eight a.m. of any day, except upon the expressed invitation of or appointment with the owner, occupant, or some adult member of the household of any such place of residence.

5.16.060 Violations.

(a) Each and every violation of the provisions of this Chapter is hereby deemed unlawful and a public nuisance

(b) 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) 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) 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 2. 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 7th day of October, 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, Administrative Services Manager

DATE: October 7, 2020

SUBJECT: Adoption of Resolution No. 2020-44, Authorizing a FY 2020-21 Budget Adjustment in the Amount of \$7,800 for a New HVAC System at City Hall

Recommendation

That the City Council adopt Resolution No. 2020-44, authorizing a FY 2020-21 budget adjustment in the amount of \$7,800 in Account #10-550-6610, for a new HVAC System at City Hall.

Background

Over the last several months, City staff have noticed inconsistent temperatures within the Council Chambers during City Council meetings. The Council Chambers is serviced by two HVAC units which were initially installed when the building was constructed in 1999. During a recent service call, it was determined that one of the two HVAC units required extensive repairs. However, due to the age of the unit, the estimated cost to repair the unit exceeded the replacement cost as parts for the unit are either discontinued or no longer available.

City staff sought and received three proposals to determine the lowest cost to replace the unit. The proposals received were as follows:

Air Force 1 Plumbing, Heating & Air Conditioning	\$7,800.00
Polar Express Heating and Air Conditioning	\$8,121.58
Proflo Air Conditioning, Heating & Plumbing	\$9,300.00

Air Force 1 Plumbing, Heating & Air Conditioning provided the lowest proposal, totaling \$7,800. In order to have the unit replaced prior to the October 7, 2020 City Council meeting, the City Manager authorized the work to be done by Air Force 1 Plumbing, Heating & Air Conditioning. The work was completed on September 23, 2020.

While \$2,140 was included in the FY 2020-21 Building and Facilities Maintenance budget for annual HVAC service, it was not anticipated that a replacement would be needed this year. Staff recommends leaving the full HVAC service budget in place in the event that

issues arise with other units throughout the year, and that the Council approval a budget adjustment in the amount of \$7,800 to reflect the HVAC replacement that was completed by Air Force 1.

Fiscal Impact

Approval of this item will require a General Fund budget adjustment in the amount of \$7,800 in account # 10-550-6610.

Attachments

1. Resolution No. 2020-44
2. HVAC Proposals
 - Air Force 1 Plumbing, Heating & Air Conditioning
 - Proflo Air Conditioning Heating & Plumbing Inc.
 - Polar Express Heating and Air

ATTACHMENT 1

RESOLUTION NO. 2020-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, AUTHORIZING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$7,800 FOR FY 2020-21, FOR A NEW HVAC SYSTEM AT CITY HALL

WHEREAS, the Canyon Lake City Hall building was constructed in 1999; and

WHEREAS, the HVAC units that are currently installed at City Hall have been there since the building was constructed; and

WHEREAS, the parts for repairing the HVAC units at City Hall are discontinued or are no longer available for purchase; and

WHEREAS, replacing a HVAC unit will not only provide adequate air at City Hall, but would also be more cost efficient in electrical usage.

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

SECTION 1. The City Council authorizes a budget adjustment in General Fund Account # 10-550-6610 for FY 2020-21, in the amount of \$7,800.

SECTION 3. This Resolution takes effect immediately.

PASSED, APPROVED, AND ADOPTED this 7th day of October 2020.

Jordan Ehrenkranz, Mayor

ATTEST:

Ana V. Sauseda, CMC
City Clerk

ATTACHMENT 2



Not Authorized

Polar Express Heating and Air
 License No.995884
 502 Chaney St. Suite E
 Lake Elsinore , CA 92530

Phone: 800-975-2654
 Email: service@polarexpresscomfort.com
 URL: www.polarexpresscomfort.com

Date: September 10, 2020

Not Authorized: PEHA1976

Customer Summary

Customer Information

Mike Borja
 951-246-2024
 mborja@canyonlakeca.gov

Service Address

31516 Railroad canyon rd
 Canyon Lake , Ca 92587

Billing Address

31516 Railroad canyon rd
 Canyon Lake , Ca 92587

Invoice Summary

Amount	Terms	Comfort Club Member?	Comfort Club Missed Savings
\$8,121.58	Net 14	No	\$0.00

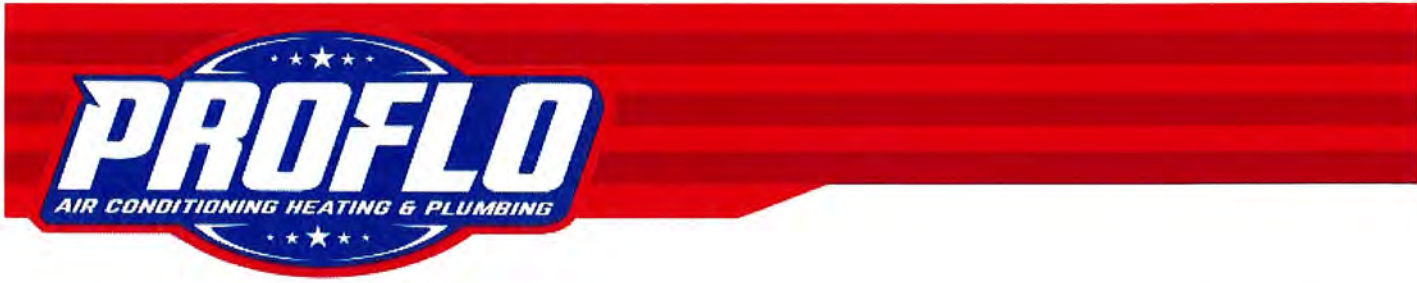
Invoice Details

TaskID	Description	System	Tax	Qty	Price Options		
					Comfort Club Price	Amount	
PEHA1976-1	Furnish and Install new 3 ton 3 ph. Heat Pump Outdoor unit <i>Notes : 5 year parts warranty 1 year labor warranty</i>	Downstairs Basement Heat Pump	✓	1	\$4,342.96	\$4,342.96	
PEHA1976-2	Furnish and Install 3 ton Air Handler <i>Notes : 5 year Parts Warranty 1 year Labor Warranty</i>	Downstairs Basement Heat Pump	✓	1	\$2,928.62	\$2,928.62	
PEHA1976-3	Crane Fee	Downstairs Basement Heat Pump	✓	1	\$850.00	\$850.00	
Customer Notes					Estimate	\$0.00	\$0.00
					Subtotal	\$8,121.58	\$8,121.58
					Taxable Subtotal	\$8,121.58	\$8,121.58
					Sales Tax	\$0.00	\$0.00
					Total Amount	\$8,121.58	\$8,121.58

Terms and Conditions

Authorization to Proceed with Work

I, the undersigned, am owner/authorized representative / tenant of the premises listed herein, I hereby authorize the herein below at the below listed price. I agree to pay 2.5% per month for past due agreements (minimum charge \$25). In the event that collection efforts are initiated against me I shall pay for all associated fees at the posted rates. By the addition of my signature below, I agree that I have received a copy of this agreement notice to owner, and that I have read, understand, and agree to terms listed herein and on the reverse side.



Pro Flo Air Conditioning Heating & Plumbing Inc.

26692 Pierce Circle Suite B
 Murrieta, CA 92562
 Phone: 951-694-1300

PROPOSAL FORM

Date: Mon Sep 14, 2020
Estimate #: 9839
PO Number:

CA License #780602

Bill To: City Hall (Canyon Lake)
 31516 Railroad Canyon Rd
 Canyon Lake, CA 92587-9400
 951-246-2024

Job Site: City Hall (Canyon Lake)
 31516 Railroad Canyon Rd
 Canyon Lake, CA 92587-9400

Terms

Qty	Name	Description	Rate	Amount
1	HVAC	Demo and haul away existing heat pump split AC/Heating system. Install new Carrier Heat Pump 208/230 Split Air Conditioning/Heating system. 3ton14 SEER single stage heat pump condenser R410A by Carrier Horizontal Carrier Air Handling unit R410A 10 year parts warranty 10 year compressor warranty 1 year labor warranty. Price includes all materials associated with installation. Condensate p trap, low and high voltage connections, hangars, straps, and rubitex. Includes new condenser pads with earthquake straps, Install new 60 amp disconnect with fuses. Price includes materials, equipment and labor. DIR# PW-LR-1000407652 Expires: 6/30/2022	\$8,900.00	\$8,900.00
1	Crane and Rigging	One up and one down. Includes crane service fee and rigging charges.	\$400.00	\$400.00
			Subtotal	\$9,300.00
			Total	\$9,300.00

Estimate Notes:

NOTES AND ASSUMPTIONS:

1. Proposal is based upon Scope, Schedule, Deliverables, & Cost Estimate as outlined above. Changes to any aspect of this Scope could impact cost and should be discussed, agreed upon, and signed off prior to initiating work.
2. A signed Proposal is required to save start dates and start work. All invoices are due upon receipt, regardless of client/third party payment agreements.
3. Price as stated is good for 30 days.

Staff: Trammell, Jamie

Signature

Date

Thank you for your business!

TERMS & CONDITIONS

We accept payment by check, cash and credit. Please send checks to our main address or call with credit card info



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Jim Morrissey, City Planner

DATE: October 7, 2020

SUBJECT: Introduction and First Reading of Ordinance No. 202, An Ordinance of the City Council of the City of Canyon Lake, California, Amending Chapter 15.04 of the Canyon Lake Municipal Code, Adopting by Reference the State of California Model Water Efficient Landscape Ordinance Contained in the California Code of Regulations Title 23 Waters, Division 2, Department of Water Resources, Chapter 2.7, Model Water Efficient Landscape Ordinance, Sections 490 Et. Seq.; and Any Amendments Thereto

Recommendation

That the City Council:

1. Find the proposed Ordinance and amendment to the Canyon Lake Municipal Code is Exempt under Sections 15061(b)(3) and 15307 of the California Environmental Quality Act (CEQA).
2. Approve the Introduction and First Reading of Ordinance No. 202, An Ordinance of the City Council of the City of Canyon Lake, California, Amending Chapter 15.04 of the Canyon Lake Municipal Code, Adopting by Reference the State of California Model Water Efficient Landscape Ordinance Contained in the California Code of Regulations Title 23 Waters, Division 2, Department of Water Resources, Chapter 2.7, Model Water Efficient Landscape Ordinance, Sections 490 Et. Seq.; and Any Amendments Thereto

Background

The City Council adopted Ordinance Number 126 in November 2009, to provide consistency with State law for the implementation of landscape water use efficiency mandated by the State of California. State law has since been amended and mandates that jurisdictions adopt new requirements consistent with the latest State provisions, referred to as the Model Water Efficient Landscape Ordinance (MWELo), Chapter 2.7, Department

of Water Resources, which include criteria for landscape areas of 500 sq. ft. or more. The provisions contained in this ordinance would delete the existing requirements and replace them with the new criteria as provided in State law.

Discussion

State law requires the City to adopt a water-efficient landscape Ordinance that is at least as effective in conserving water as the CA MWELo prepared by DWR. The proposed ordinance adopts the existing State requirements by reference. The latest State requirements are quite lengthy and detailed. Reiterating them by reformatting the language is not beneficial. Additionally, because it is anticipated that future amendments will be made to the CA MWELo, adopting the State's MWELo, by reference, allows these amendments to occur without requiring amendments to the City's Municipal Code each time. This also allows the City to follow the State standards without having to add the CA MWELo in its entirety to the City's Municipal Code.

Adoption by reference is governed by Government Code section 50022.3, which requires the City Council to set a public hearing after the first reading, and for notice of the public hearing to be published in the newspaper. The public hearing will coincide with the second reading and adoption of the ordinance.

It is also important to note that the latest version of the requirements also include a prescriptive compliance option which is a streamlined version of the requirements and have been used by applicants in their recent submittals. A separate attachment of that option is attached.

Budget (or Fiscal) Impact

No impact upon the budget.

Attachments

1. Ordinance No. 202
2. Prescriptive Compliance Option
3. Public Hearing Notice

ATTACHMENT 1

ORDINANCE NO. 202

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, AMENDING CHAPTER 15.04 OF THE CANYON LAKE MUNICIPAL CODE, ADOPTING BY REFERENCE THE STATE OF CALIFORNIA MODEL WATER EFFICIENT LANDSCAPE ORDINANCE CONTAINED IN THE CALIFORNIA CODE OF REGULATIONS TITLE 23 WATERS, DIVISION 2, DEPARTMENT OF WATER RESOURCES, CHAPTER 2.7, MODEL WATER EFFICIENT LANDSCAPE ORDINANCE, SECTIONS 490 ET. SEQ.; AND ANY AMENDMENTS THERETO

WHEREAS, on January 17, 2014, the Governor of the State of California declared a state of emergency due to record dry conditions and concerns over the State’s dwindling water supplies, and on April 25, 2014, the Governor declared a continued state of emergency due to the persistent drought conditions and the need for additional expedited actions; and

WHEREAS, on April 1, 2015, Governor Brown issued Executive Order B-29-15, which ordered the State Water Resources Control Board to impose significant new water use restrictions, including directing that the Department of Water Resources revise the existing Model Efficient Landscape Ordinance contained in California Code of Regulations Title 23, Division 2, Chapter 2.7, Sections 490 et. seq. through expedited regulations; and

WHEREAS, on July 15, 2015 the new Model Efficient Landscape Ordinance was adopted by the California Water Commission, and State law requires that all land-use agencies adopt a water-efficient landscape ordinance that is at least as efficient as the Model Ordinance prepared by the Department of Water Resources; and

WHEREAS, Government Code Section 50022.1 et seq. provides that ordinances and codes of the Federal, State or any agency of either of them, may be adopted by reference; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

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

SECTION 1. Chapter 15.04 of the Canyon Lake Municipal Code is hereby repealed and amended in its entirety to read as follows:

“Chapter 15.04 – WATER EFFICIENT LANDSCAPE REQUIREMENTS

15.04.010 Adoption of the Model Water Efficient Landscape Ordinance

The “Model Water Efficient Landscape Ordinance” of the State of California, as contained in California Code of Regulations Title 23 Waters, Division 2 Department of Water Resources, Chapter 2.7 Model Water Efficient Landscape Ordinance, Sections 490 et. seq. is hereby adopted by reference as the water efficient landscape ordinance of the City of Canyon Lake, as the same may be amended from time to time, as if set out in full in this Chapter. A copy of the Model Water

Efficient Landscape Ordinance of the State of California shall be maintained in the City of Canyon Lake Planning Department office and shall be made available for public inspection while this ordinance is in force. "Local agency" in the Model Water Efficient Landscape Ordinance shall mean the City of Canyon Lake."

SECTION 2. This Ordinance has been determined to be exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15307 of the State CEQA Guidelines for actions by regulatory agencies for protection of natural resources. The Model Water Efficient Landscape Ordinance addresses the protection of statewide water resources by requiring certain landscaping projects to analyze their water budget. There is no evidence that the proposed project may have a potentially significant effect on the environment. As such, the project qualifies for exemption pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

SECTION 3. If any section, subsection, subdivision, paragraph, sentence, or clause of this Ordinance or any part thereof is for any reason held to be unlawful, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, or clause thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, or clause be declared unconstitutional.

SECTION 4. 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

ATTACHMENT 2

Appendix D — Prescriptive Compliance Option.

(a) This appendix contains prescriptive requirements which may be used as a compliance option to the Model Water Efficient Landscape Ordinance.

(b) Compliance with the following items is mandatory and must be documented on a landscape plan in order to use the prescriptive compliance option:

(1) Submit a Landscape Documentation Package which includes the following elements:

- (A) date
- (B) project applicant
- (C) project address (if available, parcel and/or lot number(s))
- (D) total landscape area (square feet), including a breakdown of turf and plant material
- (E) project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)
- (F) water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well
- (G) contact information for the project applicant and property owner
- (H) applicant signature and date with statement, "I agree to comply with the requirements of the prescriptive compliance option to the MWELO".

(2) Incorporate compost at a rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscape area (unless contra-indicated by a soil test);

(3) Plant material shall comply with all of the following;

(A) For residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 75% of the plant area excluding edibles and areas using recycled water; For non-residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 100% of the plant area excluding edibles and areas using recycled water;

(B) A minimum three inch (3") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.

(4) Turf shall comply with all of the following:

(A) Turf shall not exceed 25% of the landscape area in residential areas, and there shall be no turf in non-residential areas;

(B) Turf shall not be planted on sloped areas which exceed a slope of 1 foot vertical elevation change for every 4 feet of horizontal length;

(C) Turf is prohibited in parkways less than 10 feet wide, unless the parkway is adjacent to a parking strip and used to enter and exit vehicles. Any turf in parkways must be irrigated by sub-surface irrigation or by other technology that creates no overspray or runoff.

(5) Irrigation systems shall comply with the following:

(A) Automatic irrigation controllers are required and must use evapotranspiration or soil moisture sensor data and utilize a rain sensor.

(B) Irrigation controllers shall be of a type which does not lose programming data in the event the primary power source is interrupted.

(C) Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range.

(D) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.

(E) All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014. "Landscape Irrigation Sprinkler and Emitter Standard." All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

(F) Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.

(6) For non-residential projects with landscape areas of 1,000 sq. ft. or more, a private submeter(s) to measure landscape water use shall be installed.

(c) At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, irrigation schedule and a schedule of landscape and irrigation maintenance.

HISTORY

1. New Appendix D filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

Chapter 2.7.1. Flood Protection Corridor Program of the Costa-Machado Water Act of 2000

§ 497.1. Scope.

(a) These regulations implement Sections 79035 through 79044, and 79044.9 in Article 2.5 of Chapter 5 of Division 26 of the Water Code, which Division is the Costa-Machado Water Act of 2000. They establish a process for funding acquisition of property rights and related activities for flood protection corridor projects undertaken by the Department of Water Resources directly or through grants to local public agencies or nonprofit organizations.

(b) The Flood Protection Corridor Program is statewide in scope. Within the geographic scope of the CALFED Bay-Delta Program, funds in the subaccount for this program shall be used for projects that, to the greatest extent possible, are consistent with the CALFED long-term plan identified in the Programmatic Record of Decision of August 28, 2000.

NOTE: Authority cited: Sections 8300, 12580 and 79044.9, Water Code; 2000 Cal. Stat. Ch. 52, Item No. 3860-101-6005; 2001 Cal. Stat. Ch. 106, Item No. 3860-001-0001, Provision 3; and 2002 Cal. Stat. Ch. 379, Item No. 3860-101-6005. Reference: Sections 79037, 79043, 79044 and 79044.9, Water Code

HISTORY

1. New chapter 2.7.1 (sections 497.1-497.12) and section filed 8-19-2003; operative 8-19-2003 pursuant to Government Code section 11343.4 (Register 2003, No. 34).

§ 497.2. Definitions.

The words used in this chapter have meanings set forth as follows:

(a) "A List" means the preferred priority list of projects described in Section 497.6.

(b) "Applicant" means an entity that is acting as the principal party making an application for funding under the provisions of the Costa-Machado Water Act of 2000.

(c) "B List" means the reserve priority list of projects described in Section 497.6.

(d) "CEQA" means the California Environmental Quality Act, Public Resources Code Sections 21000 *et seq.*

(e) "Department" means the California Department of Water Resources.

(f) "Director" means the Director of the Department of Water Resources.

(g) "FEMA" means the Federal Emergency Management Agency.

(h) "Fully funded" with respect to a grant project means funded to the full amount of the requested funds or to the funding limit, whichever is less.

(i) "Grant application form" means the Department's form entitled "Flood Protection Corridor Program Project Evaluation Criteria and Competitive Grant Application Form" dated April 9, 2003 and incorporated herein by this reference.

(j) "Local public agency" means any political subdivision of the State of California, including but not limited to any county, city, city and county, district, joint powers agency, or council of governments.

ATTACHMENT 3

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the City Council of the City of Canyon Lake will hold a **PUBLIC HEARING** to consider a proposed ordinance adopting by reference the State Model Water Efficient Landscape Ordinance.

- Ordinance No. 202 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, AMENDING CHAPTER 15.04 OF THE CANYON LAKE MUNICIPAL CODE, ADOPTING BY REFERENCE THE STATE OF CALIFORNIA MODEL WATER EFFICIENT LANDSCAPE ORDINANCE CONTAINED IN THE CALIFORNIA CODE OF REGULATION CHAPTER 2.7; DIVISION 2, THE DEPARTMENT OF WATER RESOURCES; TITLE 23, WATERS; AND ANY AMENDMENTS THERETO.

The proposed ordinance will adopt the State Model Water Efficient Landscape Ordinance with certain amendments necessary to meet local conditions, such as forms that may change from time to time. All interested persons are invited to appear and to be heard at the public hearing.

The **PUBLIC HEARING** will be held on Wednesday, October 7, 2020, beginning at 6:30 p.m., in the Council Chamber, located at 31516 Railroad Canyon Road, Canyon Lake, California.

A copy of the proposed ordinance and the supporting materials will be available for public review by contacting City Clerk Ana V. Sauseda.

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.canyonlakeca.gov, 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@canyonlakeca.gov. 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.

For additional information contact Ana V. Sauseda, City Clerk, at 951-244-8547.

/s/

Ana V. Sauseda, CMC
City Clerk

Published 9/25/2020

VERBAL PRESENTATION AT THE MEETING



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Tyler Ferrari, Management Analyst

DATE: October 7, 2020

SUBJECT: Approval of Amended and Restated Joint Powers Agreement to Include Menifee in the Southwest Communities Financing Authority

Recommendation

That the City Council approve an amended and restated Joint Powers Agreement, allowing for the addition of Menifee as a member of the Southwest Communities Financing Authority.

Background

In November, 2004, the Southwest Communities Financing Authority (SCFA) was formed as a Joint Powers Authority (JPA) between the cities of Canyon Lake, Lake Elsinore, Murrieta, and Temecula, as well as the County of Riverside, for the purpose of financing and constructing an animal shelter in Southwest Riverside County. In October 2010, the City of Wildomar was added as a member of the JPA.

In August 2010, SCFA signed a memorandum of understanding (MOU) with Animal Friends of the Valleys (AFV) to build a new animal shelter to serve Southwest Riverside County. Since then, SCFA has maintained an agreement with AFV for AFV to operate the shelter. In addition, the City has a separate agreement with AFV for animal control services.

The City of Menifee currently contracts with AFV for field services and has requested to become a member of SCFA. As of the writing of this staff report, the JPA Board Members have not yet voted to approve the new agreement that includes Menifee, but it is expected that they will do so at their meeting on Thursday, October 1, 2020. If passed by the SCFA Board, the agreement must then be approved by the city councils of each JPA member city and by the County Board of Supervisor before going into effect.

If Menifee becomes a member of the JPA, overall costs will increase as expected year over year, but because costs will be shared by more JPA members, the cost for each member agency will decrease.

Fiscal Impact

Repayment of bonds is split among the JPA member agencies. The amount that each city and the County pays is determined by a “percentage of animals housed at the facility,” which is calculated on an annual basis. Without Menifee, 4.4% of the animals at the AFV facility come from Canyon Lake. The City’s current debt payment obligation is \$37,428 for the 2020-2021 Fiscal Year. If Menifee were to be included in the JPA, Canyon Lake’s debt service payment for this year would decrease by \$5,981.

In addition to debt service payments, member agencies are also responsible for sharing the costs of the operating expenses for the AFV facility. This is also determined by the percentage of animals at the facility. If Menifee is included in the JPA, the City of Canyon Lake would pay \$5,810 a month for the remaining eight months of the fiscal year. This is a savings of \$796 each month. Costs are still expected to increase each year due to increases in the minimum wage, cost of food, and other items, but the inclusion of Menifee in the JPA would have an overall impact of reducing costs for the other member agencies.

Attachments

1. Amended and Restated Joint Powers Agreement
2. Debt Service Invoice for FY 20/21 with Menifee included
3. Debt Service Invoice for FY 20/21 without Menifee included
4. County Staff Report

ATTACHMENT 1

**FOURTH AMENDED AND RESTATED JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF RIVERSIDE;
THE CITY OF CANYON LAKE; THE CITY OF LAKE ELSINORE;
THE CITY OF MURRIETA; THE CITY OF TEMECULA;
THE CITY OF WILDOMAR; AND THE CITY OF MENIFEE;
FOR THE
SOUTHWEST COMMUNITIES FINANCING AUTHORITY
(Animal Shelter)**

This fourth amended and restated Joint Powers Agreement (“Agreement”), is made and entered into this 1st day of November, 2020 (“Effective Date”) by and between the County of Riverside (hereafter referred to as "COUNTY"), and the City of Canyon Lake ("Canyon Lake"); City of Lake Elsinore ("Lake Elsinore"); City of Murrieta ("Murrieta"); City of Temecula ("Temecula"); and City of Wildomar ("Wildomar"); and City of Menifee (“Menifee”), individually as “City” or “Party”, and collectively, the "Cities" or “Parties”, each body being a body corporate and politic of the State of California, or public entities or political subdivision of the State of California.

RECITALS:

WHEREAS, COUNTY; Canyon Lake; Lake Elsinore; Murrieta; Temecula; and Wildomar; have mutual interests in the continued operation of an animal shelter located within the geographic area common to all Parties within the geographic boundaries, attached hereto and incorporated here by this reference as Attachment A, in compliance with State laws and regulations; and

WHEREAS, the Board of Directors (“Board”) of the Southwest Communities Financing Authority (“SCFA”) approved that certain Joint Powers Agreement, dated November 30, 2004, between COUNTY, Lake Elsinore, Canyon Lake, Murrieta, and Temecula for the purpose of constructing an animal shelter in the southwest portion of the County of Riverside; and

WHEREAS, the Board of SCFA approved that certain Second Amended and Restated Joint Powers Agreement, dated January 29, 2008, between COUNTY, Lake Elsinore, Canyon Lake, Murrieta, and Temecula;

WHEREAS, the Board of SCFA approved that certain Third Amended and Restated Joint Powers Agreement, dated November 2, 2010, between COUNTY, Lake Elsinore, Canyon Lake,

Murrieta, Temecula, and Wildomar, accepting Wildomar as a JPA member; and

WHEREAS, it is the interest and desire of the Parties to amend and restate that certain Third Amended and Restated Joint Powers Agreement to continue SCFA as a Joint Powers Agency, separate and apart from the Parties hereto, as hereinafter described and set forth, which entity shall set about the task of accomplishing the purpose of this Agreement in a manner most capable of promoting the greatest public good and welfare; and

WHEREAS, the Parties now desire to accept Menifee as a member of SCFA; and

WHEREAS, the Parties hereto are each empowered by law to provide for the animal shelter needs to eligible residents of each City either directly, or by contract or similar arrangement;

NOW, THEREFORE, in consideration of the above recitals, of the mutual promises and agreements herein contained and for other valuable consideration, the parties hereto agree as follows:

SECTION 1. PURPOSE

This Joint Powers Agreement (hereinafter referred to as "Agreement") is made pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, (hereinafter referred to as the "Act") for the express purpose of constructing and housing animals, also known as operating an animal shelter, to serve residents of the Parties hereof. Additionally, this Agreement shall permit the financing of public capital improvements and those purposes permitted under the Marks-Roos Local Bond Pooling Act of 1985, being Article 4, Chapter 5, Division 7 of Title 1 (commencing with Section 6584) of the California Government Code (the "Bond Law"). It is the intent of this Agreement that none of the decisions regarding field service boundaries or levels of service for animal control for each of the Cities shall be affected by the creation of this JPA, or by membership in this JPA.

The purpose of this Agreement shall be accomplished and the common powers of the parties hereto exercised in the manner hereinafter set forth.

SECTION 2. CREATION OF AUTHORITY

Pursuant to the Act and the Bond Law, there is hereby created a public entity to be known as the Southwest Communities Financing Authority ("SCFA"). SCFA shall be a public entity, separate and apart from the parties hereto, and as provided by law and not otherwise prohibited by this Agreement, shall be empowered to take such actions as may be necessary or desirable to

implement and carry out the purpose of this Agreement.

SECTION 3. TERM

This Agreement shall become as of the Effective Date (defined above) and shall continue in full force and effect until terminated as provided in **Section 4** below.

SECTION 4. TERMINATION AND AMENDMENTS

- a. The Parties hereto may amend this Agreement by mutual written consent.
- b. The Parties hereto may terminate their participation in the Joint Powers Authority and this Agreement as provided herein.
- c. If SCFA has incurred no obligations, each Party may terminate this Agreement by giving not less than sixty (60) days written notice thereof to the all other parties.
- d. If SCFA has acquired any indebtedness, fiscal obligation, and/or any property, each Party hereto may terminate this Agreement by giving twelve (12) months written notice thereof to all other Parties subject to the provisions of **Sections 4(e) and 4(f)** herein.
- e. This Agreement cannot be terminated until all forms of indebtedness, and/or fiscal obligation incurred by SCFA have been paid, or adequate provision for such payment shall have been made.
- f. In the event the Agreement is terminated, any property acquired by SCFA from the Effective Date of this Agreement, including but not limited to money, shall be divided and distributed between the Parties in proportion to the contributions made, including contributions made as provided in **Section 10** below, unless otherwise required by law.

SECTION 5. POWERS AND DUTIES OF SCFA

SCFA shall have the powers common to the Parties to this Agreement to:

Exercise those powers enumerated in the Act and Bond Law as the same as now exists or as may hereinafter be amended;

Do all acts necessary or convenient to the exercise of the foregoing and to accomplish the purposes of this Agreement, including but not necessarily limited to the following:

to make and execute all contracts, agreements, and documents including, without limitation, agreements with any of the Parties to this Agreement, other local governments, agencies or departments, the State of California, the United States of America, or agencies thereof, or any entity, person or corporation of any kind or nature whatever;

to employ agents, servants and employees;

to acquire, hold and dispose of property, both real and personal;

to acquire, construct, maintain, manage, operate and lease buildings, works and improvements;

to accept gifts;

to sue and be sued in its own name;

to apply for and receive any available federal, State and/or local grants;

to employ legal counsel;

to employ consultants;

to adopt a budget;

to incur debts, liabilities and obligations;

to establish a treasury for the deposit and disbursement of funds and monies, according to the policies and procedures set forth in this Agreement;

to invest any money held in the treasury that is not required for immediate necessities of SCFA, as SCFA determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 52601 of the California Government Code; and

to issue bonds and other evidences of indebtedness for the construction of an animal shelter, and the consent of the Governing Board of each member to participation in this Joint Powers Authority shall be deemed consent for the issuance of bonds by SCFA, as required under California Government Code Sections 6500 et seq. and the Bond Law.

The listing of the above acts is not intended to indicate any priority of one act over another. Nor is such listing intended to be inclusive, and other acts may be done in the accomplishment of the purposes of this Agreement as are authorized. One or several acts may take place concurrently or in sequence.

SECTION 6. CREATION OF THE BOARD OF DIRECTORS

a. Governance of SCFA by the Board of Directors. In order to effectuate the purposes of this Agreement as set forth herein, SCFA shall be governed by a Board of Directors (hereinafter called the "Board"), and all of the powers of SCFA shall be exercised by the Board

b. Membership. The Board shall be composed of the following members from the Parties:

One (1) member of the Board of Supervisors of Riverside County;

One (1) member of the City Council of the City of Canyon Lake;

One (1) member of the City Council of the City of Lake Elsinore;

One (1) member of the City Council of the City of Murrieta;

One (1) member of the City Council of the City of Temecula;

One (1) member of the City Council of the City of Wildomar;

One (1) member of the City Council of the City of Menifee.

c. Designation of Members. Members shall serve on the Board during the term for which they are a member of the Board of Supervisors, or a member of the City Council from which they are appointed. A member's position on the Board shall automatically terminate if the term of the elected public office of such member is terminated.

d. Reimbursement. The Board may provide for reimbursement of reasonable expenses incurred in connection with a member's service on the Board.

e. Quorum and Transaction of Business. Four (4) members of the Board shall constitute a quorum. A vote of four (4) of the members present shall be required to take action, except for adjournment of a meeting which shall require only a majority of those present. No proxy or absentee voting

shall be permitted.

f. Meetings. The Board shall establish the time and place for its regular and special meetings. The dates, hour and location of regular meetings shall be fixed by formal action of the Board. The Board shall hold at least one (1) regular meeting every calendar year. Special meetings and adjourned meetings may be held as required or permitted by applicable law.

g. Ralph M. Brown Act. All meetings of the Board, including, without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

h. Rules. The Board may adopt, from time to time, such rules and regulations for the conduct of its meetings and activities as it may deem necessary. In the absence of specific rules for SCPA meetings, the rules of the Board of Supervisors shall be applicable for the conduct of meetings of SCPA.

SECTION 7. FISCAL OBLIGATIONS OF THE PARTIES

It is the intent of the Parties as members of SCFA that the following fiscal obligations shall be agreed upon for all Parties to this Agreement:

a. Debt repayment of any bonds issued by SCPA shall be paid by each Party based on the percentage of animals housed at the facility, on an annual basis.

b. Administration costs of the SCPA shall be borne equally between each Party and may include, but not be limited to, stipends, legal fees, audit, costs, administrative fee, mileage reimbursement.

c. Operation of animal shelter shall be paid by each Party based on the percentage of animals housed at the facility, on an annual basis.

d. Determination of the percentages for sub-sections (a) and (c) shall be made on an annual basis in January based on the usage information received for the preceding calendar year. The percentages shall be designated for calculation starting July 1st of that same calendar year. No Party shall divert any animals within its custody, care or control, including those held on behalf of

a Party under contracted services with an animal control or humane society provider, that are located within the SCPA's geographic boundaries (as reflected in attached Attachment A) from being housed at SCPA's animal shelter facility contemplated under this Agreement unless said facility lacks the capacity to accept the animal(s) in question or where the SCPA has granted express written consent for the animal(s) in question to be diverted to another animal shelter facility.

e. Annexations of any area by any Party shall result in that Party assuming fiscal responsibility for the area annexed. The additional annexation shall result in a re-calculation of percentages of (a) and (c).

f. Incorporation of any geographic area served by SCPA, and in the event of the new city not joining as a member in SCPA, COUNTY shall reserve the ability to contract directly with the new city for animal services.

g. Any Party withdrawing from SCPA agrees to payment of the current percentage of the following:

After the issuance of bonds, the Party agrees to payment of the party's current percentage of the amount of the outstanding bonds.

Any unpaid portion of the administrative costs of SCPA, calculated up to the effective date of termination of participation in SCPA of the Party.

Any unpaid portion of the operation costs of the animal shelter, calculated up to the effective date of termination of participation in SCFA of the Party.

SECTION 8. OFFICERS AND EMPLOYEES

Chairperson and Vice Chairperson. The Board may select a chairperson and a vice chairperson from among its members at its first meeting, and annually thereafter. The term of the Chairperson and Vice Chairperson, when selected in this manner, shall be for two (2) years.

In the event that the Chairperson or Vice Chairperson so elected resigned from such office or ceases to be a member of the Board, the resulting vacancy shall be filled at the next regular meeting of the Board. In the absence or inability of the Chairperson to act, the Vice Chairperson shall act as Chairperson. The Chairperson, or in the Chairperson's absence, the Vice Chairperson,

shall preside at and conduct all meetings of the Board.

Treasurer. The Treasurer of the County of Riverside shall be and shall act as the Treasurer of SCFA. The Treasurer shall have the custody of SCFA's money and disburse SCFA funds pursuant to the accounting procedures of the County of Riverside. The Treasurer shall assume the duties described in Section 6505.5 of the California Government Code, namely: receive and receipt for all money of SCFA (with the exception of any bond proceeds which shall be deposited with the Trustee bank) and place it in the Treasury of the Treasurer to the credit of SCFA; be responsible upon an official bond as prescribed by the Board for the safekeeping and disbursement of all Agency money so held; pay, when due, out of money of SCFA so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by SCFA or the Board; verify and report in writing in conjunction with the annual audit of SCFA and to the Parties to this Agreement the amount of money held for SCFA, the amount of receipts since the last report, and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the Board.

Any and all funds of the SCFA shall not be commingled with any other funds held by the Treasurer.

Controller. The Auditor/Controller of the County of Riverside shall be the Controller of SCFA. The Controller shall draw warrants to pay demands against SCFA when such demands have been approved by the Board or by any other person authorized to so approve such by this Agreement or by resolution of the Board. The Controller shall perform such duties as are set forth in this Agreement and such other duties as are specified by the Board.

There shall be strict accountability of all funds and reporting of all receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts as may be required by sound accounting practices. The books and records of SCFA in the hands of the Controller shall be open to inspection at all reasonable times by representatives of the parties to this Agreement.

Program Administrator. The Executive Officer for the County of Riverside, or designee, shall be the Program Administrator for SCFA. The Program Administrator, or designee, shall direct the day-to-day operation of SCFA. The Program Administrator shall serve subject to the Board's policies, rules, regulations and instructions, and shall have the powers described in this Agreement and those delegated and assigned by the Board, including, without limitation:

to appoint, remove and transfer employees of SCFA, including management level officers, subject to the conditions of employment of these individuals as employees of SCFA, except for

the Treasurer, Controller and Attorney of SCFA and such others as the Board may designate;

to enforce all orders, rules and regulations adopted by the Board relating to the regulation, operation, or control of funds, facilities, properties and apparatus of SCFA;

to authorize expenditures whenever the Board shall have approved and authorized any work, improvement or task and shall have budgeted or appropriated the necessary money therefore; and

to have custody of and accountability for all property of SCFA except money. The Program Administrator, with the approval of the Board, shall contract with an independent certified public accountant or firm or certified public accountants to make an annual audit of the accounts and records of SCFA, and a complete written report of such audit shall be filed as public records annually, within six (6) months of the end of the fiscal year under examination, with each of the Parties to this Agreement. Such annual audit and written report shall comply with the requirements of Section 6505 of the California Government Code. The cost of the annual audit, including contracts with, or employment of such independent certified public accountants in making an audit pursuant to this Agreement shall be a charge against funds of SCFA available for such purpose. The Board, by unanimous vote, may replace the annual audit with a special audit covering a two-year period.

Assistant Program Administrator. The Board may appoint an Assistant Program Administrator, who shall be a person employed by any member agency of SCFA other than the County of Riverside, who is assigned to such duties for SCFA. The Assistant Program Administrator shall, with the consent of the Program Administrator, assist the Program Administrator in carrying out the direction of the day-to-day operation of SCFA. The Assistant Program Administrator shall serve subject to the Board's policies, rules, regulations and instructions, and shall have the powers described in this Agreement pertaining to the position of Program Administrator and those delegated and assigned by the Board.

Consultants. Subject to the availability of funds, the Board may employ such consultants, advisors and independent contractors as are deemed necessary and desirable in implementing and carrying out the purposes of this Agreement.

Attorney for SCFA. The offices of the Riverside County Counsel, or counsel as retained directly by SCFA shall be the attorneys for SCFA. The Board may employ by contract or otherwise, specialty counsel.

SECTION 9. EXECUTIVE MANAGEMENT COMMITTEE

There shall be an Executive Management Committee established consisting of the County Executive Officer, or designee of COUNTY, and City Managers, or designees of CANYON LAKE, LAKE ELSINORE, MURRIETA, TEMECULA, WILDOMAR, MENIFEE, and any other member city who may join SCPA. The Executive Management Committee shall meet as necessary to review the operations and business of SCPA.

SECTION 10. REIMBURSEMENT

Officers and employees of the Parties (excepting members of the Board) designated in this Agreement to provide services for SCPA shall be reimbursed by SCPA for their actual costs of providing such services. In addition, additional services provided by officers and employees of the parties pursuant to contracts with SCPA shall be reimbursed as provided by the contracts. All reimbursements by SCPA shall be made after receiving an itemized billing for services rendered.

SECTION 11. FISCAL YEAR

The fiscal year of SCPA shall be the period commencing July 1 of each year and ending on and including the following June 30.

SECTION 12. CONTRIBUTIONS BY THE PARTIES

The Parties to this Agreement may provide contributions in the form of public funds and/or in-kind services, equipment, furnishings, office space and other kinds of property which may be reasonably necessary for SCPA to accomplish the purposes of this Agreement.

SECTION 13. EMPLOYEES OF SCFA

Riverside County Employees. There shall be no individuals directly employed by SCFA. "Employees" for the purposes of indemnification and defense provisions herein shall mean all persons employed by Riverside County, or any Party, and assigned to duties for SCFA.

Indemnification and Defense of Employees. With respect to any civil claim or action against any

Director, Officer, Employee, Board Member, Committee Member, or a person who formerly occupied such position, for an injury arising out of an act or omission occurring within the scope of such person's duties, SCFA shall indemnify, hold harmless and defend such person to the full extent permitted or required under applicable sections of the California Government Code.

Nothing herein shall be construed to require SCFA to indemnify and hold harmless any Director, Officer, Employee, Board Member, Committee Member, or a person who formerly occupied such position, if SCFA has elected to conduct the defense of such person(s) pursuant to an agreement reserving SCFA's rights not to pay a judgment, compromise or settlement until it is established that the injury arose out of an act or omission occurring within the scope of his or her duties with SCFA.

Nothing herein shall be construed to require the SCFA indemnify, or to provide a defense for any Director, Officer, Employee, Board Member, Committee Member, or a person who formerly occupied such position where the individual has acted in an illegal, willful or intentionally negligent manner giving rise to the claim, or litigation.

The following definitions shall apply to SCFA:

"Directors" shall include the following: Members of the Governing Board of Directors of SCFA, Program Administrator, and the Assistant Program Administrator.

"Officers" shall include all individuals who are defined in "Directors" herein, the Treasurer, Controller, and Attorney(s) for SCFA as defined herein.

"Employees" shall mean all persons employed by Riverside County, or any other member agency, and assigned to duties for SCFA.

"Committee Members" shall mean all persons appointed by the Governing Board to any advisory committee or committees of SCFA, all persons appointed by the Program Administrator to any advisory committee or committees of SCFA.

SECTION 14. LIABILITIES

SCFA shall account separately for all funds collected or disbursed for each Party to this Agreement. It is the intent of the Parties, to the extent permitted by law, that the liabilities of each Party for the animal shelter services provided to that Party's members shall not become a liability of any other Party to this Agreement.

The debts, liabilities and obligations of SCFA shall be the debts, liabilities and obligations of SCFA alone, and not of the Parties to this Agreement.

SCFA shall indemnify, defend and hold harmless each Party to this Agreement from and

against any and all liabilities, debts, claims, demands or costs (including but not limited to attorney's fees) arising, or alleged to arise as a result of SCFA's operation or failure to operate.

SECTION 15. NOTICES

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or upon deposit into the U.S. Mail, first class, postage prepaid to:

RIVERSIDE COUNTY

Executive Office

County Administrative Center, 4080 Lemon Street, 4th Floor Riverside, CA 92501

Attn: Deputy County Executive Officer - Finance

CITY OF CANYON LAKE

31516 Railroad Canyon Road, Canyon Lake, CA 92587

Attn: City Manager

CITY OF LAKE ELSINORE

130 South Main Street, Lake Elsinore, CA 92530

Attn: City Manager

CITY OF MURRIETA

24601 Jefferson Avenue, Murrieta, CA 92562

Attn: City Manager

CITY OF TEMECULA

43200 Business Park Drive, P.O. Box. 9033 Temecula, CA 92589

Attn: City Manager

CITY OF WILDOMAR

23873 Clinton Keith Road, Suite 201

Wildomar, CA 92595

Attn: City Manager

CITY OF MENIFEE

29844 Haun Road

Menifee, CA 92586

Attn: City Manager

SECTION 16. OTHER AGREEMENTS NOT PROHIBITED

Other agreements by and between the Parties to this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.

SECTION 17. SEVERABILITY

If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of this Agreement or the application of such provision to the other Party or other persons or circumstances shall not be affected thereby.

SECTION 18. NONASSIGNABILITY

The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the written consent of the Board of Supervisors for Riverside County and the City Councils of any of the other Parties to this Agreement.

SECTION 19. MISCELLANEOUS

Section Headings. The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

Laws of California. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of the State of California.

Construction of Language. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

Cooperation. The Parties to this Agreement recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement including cooperation in manners relating to the public, accounting, litigation, public relations and the like.

Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

Publication Rights. Each Party to this Agreement shall have the right to duplicate, at its own expense, any and all documents and reports created or acquired, in the joint exercise of powers hereunder by the Board or by any other Party hereto pursuant to this Agreement.

Government Code Section 6509 Designation. The laws of the State of California applicable to the COUNTY, as a general law county, shall govern the SCPA in the manner of exercising its powers, subject, however, to such restrictions as are applicable to said county in the manner of exercising such powers, as required by California Government Code Section 6509.

[Signature to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested to by their proper officers thereunto duly authorized as of the date first above written.

COUNTY OF RIVERSIDE

a political subdivision of the
State of California

By: _____
V. Manuel Perez, Chair
Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Amrit P. Dhillon
Deputy County Counsel

CITY OF CANYON LAKE

By: _____
Jordan Ehrenkranz, Mayor

Date: _____

ATTEST:

By: _____
Ana V. Sauseda, CMC
City Clerk

Date: _____

Approved as to form:

By: _____
Steven Graham
City Attorney

CITY OF LAKE ELSINORE

By: _____
Mayor, City Council

Date: _____

ATTEST:

By: _____
Deputy

Date: _____

[Seal]

Approved as to form:
City Attorney

By: _____

CITY OF TEMECULA

By: _____
Maryann Edwards, Mayor Pro Tem

Date: _____

ATTEST:

By: _____
Randi Johl, City Clerk

Date: _____

Approved as to form:

By: _____
Peter M. Thorson, City Attorney

CITY OF MURRIETA

By: _____
Mayor, City Council

Date: _____

ATTEST:

By: _____
Deputy

Date: _____

[Seal]

Approved as to form:
City Attorney

By: _____

CITY OF WILDOMAR

By: _____
Mayor, City Council

Date: _____

ATTEST:

By: _____
Deputy

Date: _____

[Seal]

Approved as to form:
City Attorney

By: _____

CITY OF MENIFEE

By: _____
Mayor, City Council

Date: _____

ATTEST:

By: _____
Deputy

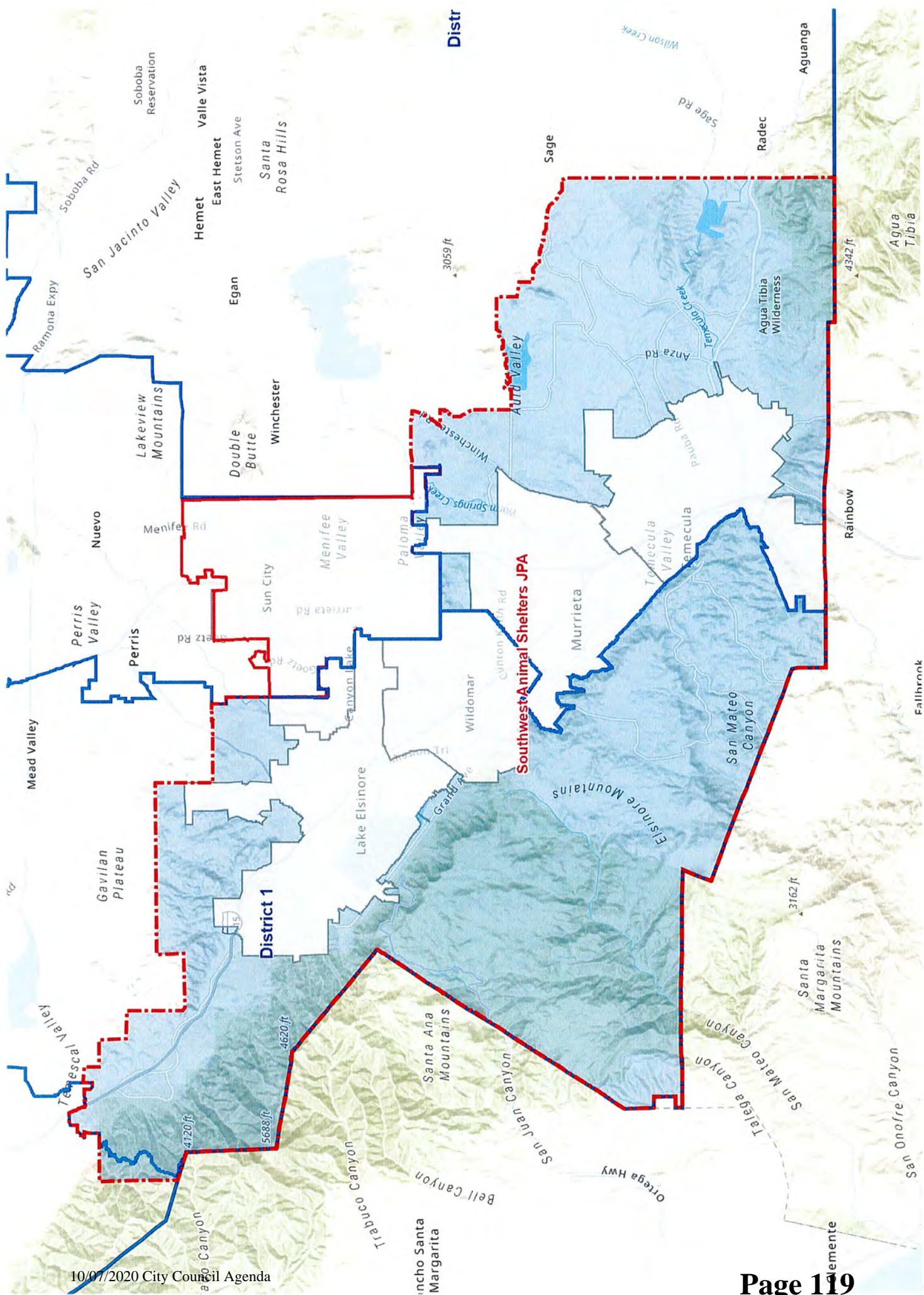
Date: _____

[Seal]

Approved as to form:
City Attorney

By: _____

ATTACHMENT A
MAP OF SCFA SERVICE AREA
(BEHIND THIS PAGE)



ATTACHMENT 2

DRAFT
FY 2020-2021 COST DISTRIBUTION SCHEDULE

2020-2021 ANNUAL FEE SCHEDULE BASED ON 2019 ANIMAL COUNTS													
3) SHELTER OPERATIONS FEES													
(1a) 2019 ANIMAL COUNT (w/o Out of Area)	(1b) PERCENTAGE OF ANIMALS (WO Out of Area)	(1c) DEBT SERVICE PAYMENT (FY 2021)	(1d) FY 2021 CREDIT ENHANCEMENT (5% of Debt Service)	(1e) TOTAL DEBT SERVICE PAYMENT (FY 2021)	(2a) PROGRAM CHARGES (1% of Debt Service)	(2b) ESTIMATE OTHER COSTS (Stipends, legal, etc.)	(3a) 2019 ANIMAL COUNTS (Includes Out of Area)	(3b) 2019 PERCENTAGE OF ANIMALS (Includes Out of Area)	(3c) 2020-2021 QUARTERLY OPERATIONS COSTS	(3d) 2020-2021 ANNUAL SHELTER OPERATIONS COSTS	(3e) WILDOMAR CITY MITIGATION FEE	(3f) 2020-2021 ADJUSTED ANNUAL SHELTER OPERATIONS COSTS	(4) FY 2021 TOT ANNUAL FEE
AGENCY	1,491	15.4%	125,381	6,269	131,650	3,838	1,491	14.8%	72,422	289,687		289,687	426
County	2,150	22.2%	180,797	9,040	189,837	3,838	2,150	21.4%	104,431	417,724		417,724	613
Lake Elsinore	1,125	11.6%	94,603	4,730	99,333	3,838	1,125	11.2%	54,644	218,577		218,577	322
Menemcula	1,373	14.2%	115,458	5,773	121,231	3,838	1,373	13.6%	66,690	266,761		266,761	392
Marrieta	349	3.6%	29,348	1,467	30,815	293	349	3.5%	16,952	67,807		67,807	102
Sanjon Lake	1,709	17.7%	143,713	7,186	150,898	3,838	1,709	17.0%	83,011	332,042		332,042	488
Merilee	-	0.0%	0	0	0	0	0	3.9%	18,992	75,968		75,968	75
Out of Area	1,476	15.3%	124,119	6,206	130,325	1,241	1,476	14.7%	71,693	286,773	(6,000)	280,773	416
Wildomar	9,673	100.00%	813,419	40,671	854,090	8,134	10,064	100.00%	488,835	1,955,338	(6,000)	1,949,338	2,838
TOTALS						35,000							
FY 19/20 Annual Debt Service	\$ 813,419												
FY 19/20 Administration	\$ 35,000												
Remainder of Misc. Exp. Per City	\$ 8,838												
FY 19/20 Proposed Budget	\$ 1,955,338												
FY 19/20 Proposed Budget: Quarterly	\$ 488,834.50												
FY 19/20 Adjusted Annual Shelter Costs	\$ 1,949,338												

ATTACHMENT 3

SOUTHWEST COMMUNITIES FINANCING AUTHORITY
 FY 2020-2021 COST DISTRIBUTION SCHEDULE

DRAFT 2020-2021 ANNUAL FEE SCHEDULE BASED ON 2019 ANIMAL COUNTS 3) SHELTER OPERATIONS FEES

AGENCY	2) ADMINISTRATIVE COSTS										3) SHELTER OPERATIONS FEES			
	(1a) 2019 ANIMAL COUNT (w/o Out of Area)	(1b) PERCENTAGE OF ANIMALS (w/o Out of Area)	(1c) DEBT SERVICE PAYMENT (FY 2021)	(1d) FY 2021 CREDIT ENHANCEMENT (5% of Debt Service)	(1e) TOTAL DEBT SERVICE PAYMENT (FY 2021)	(2a) PROGRAM CHARGES (1% of Debt Service)	(2b) ESTIMATE OTHER COSTS (Slipends, legal, etc.)	(3a) 2019 ANIMAL COUNTS (Includes Out of Area)	(3b) PERCENTAGE OF ANIMALS (Includes Out of Area)	(3c) 2020-2021 QUARTERLY OPERATIONS COSTS	(3d) 2020-2021 ANNUAL SHELTER OPERATIONS COSTS	(3e) WILDOMAR CITY MITIGATION FEE	(3f) 2020-2021 ADJUSTED ANNUAL SHELTER OPERATIONS COSTS	(4) FY 2021 TOTAL ANNUAL FEES
County	1,491	18.7%	152,286	7,614	159,901	1,523	4,478	1,491	14.8%	72,422	289,687		289,687	455,568
Lake Elsinore	2,150	27.0%	219,595	10,980	230,574	2,196	4,478	2,150	21.4%	104,431	417,724		417,724	654,972
Temecula	1,125	14.1%	114,904	5,745	120,649	1,149	4,478	1,125	11.2%	54,644	218,577		218,577	344,853
Murrieta	1,373	17.2%	140,234	7,012	147,246	1,402	4,478	1,373	13.6%	66,690	266,761		266,761	419,866
Canyon Lake	349	4.4%	35,646	1,762	37,408	356	4,478	349	3.5%	16,952	67,807		67,807	110,070
Menifee	-	0.0%	0	0	0	0	0	1,709	17.0%	83,011	332,042		332,042	332,042
Out of Area	-	0.0%	0	0	0	0	0	391	3.9%	18,992	75,968		75,968	75,968
Wildomar	1,476	18.5%	150,754	7,538	158,292	1,508	4,478	1,476	14.7%	71,693	286,773	(6,000)	280,773	445,050
TOTALS	7,964	100.00%	813,419	40,671	854,090	8,134	26,866	10,064	100.00%	488,835	1,955,338	(6,000)	1,949,338	2,838,428

FY19/20 Annual Debt Service \$ 813,419
 FY19/20 Administration \$ 35,000
 Remainder of Misc Exp. Per City \$4,478
 FY19/20 Proposed Budget \$1,955,338
 FY19/20 Proposed Budget - Quarterly \$488,834.50
 FY19/20 Adjusted annual shelter costs \$1,949,338

ATTACHMENT 4

SOUTHWEST COMMUNITIES FINANCING AUTHORITY – JPA ANIMAL SHELTER STAFF REPORT

DATE: October 1, 2020

SUBJECT: Action Items: 7A) Menifee to join the JPA; 7B) Amended and Restated Joint Powers Agreement; 7C) Amended SCFA Bylaws; 7D) 2020/2021 AFV Operating Budget; 7E) Amended 2020/2021 Annual Fee Schedule

AGENDA ITEM NUMBER(s): 7A, 7B, 7C, 7D, and 7E

RECOMMENDED MOTION: That the Board of Directors approve the following items: 7A) Menifee to join JPA; 7B) Fourth Amended and Restated Joint Powers Agreement; 7C) Amended SCFA Bylaws; 7D) Amended 2020/2021 AFV Operating Budget; and 7E) Amended Annual Fee Schedule.

REPORT:

- 7A) **Menifee to Join the JPA:** At the May 21, 2020 SCFA Board of Directors meeting, the Board approved the Program Administrator to authorize a 90-day temporary sheltering agreement between the City of Menifee and Animal Friends of the Valleys beginning on July 1, 2020. The Board also discussed the possibility of Menifee joining the JPA and agreed to place the item on the October 1, 2020 agenda. With the Board's approval of Menifee joining the JPA, representatives of Menifee will take the agreement to their City Council for approval, each JPA Board member will also bring the amended JPA agreement to their respective Boards. After approvals, Menifee will begin contributing a prorated amount of their designated portion of debt service, and miscellaneous expenses for FY 2020-2021. The Program Administrator will authorize an amendment to the 90-day temporary sheltering agreement to cover any gaps in sheltering service due to the timeline of Board and Council approvals.
- 7B) **Fourth Amended and Restated Joint Powers Agreement:** The attached Fourth Amended and Restated Joint Powers Agreement includes the addition of the City of Menifee as a member agency of the SCFA JPA. The amended Agreement also includes the addition of one member from the City of Menifee to the Board of Directors.
- 7C) **Amended SCFA Bylaws:** The SCFA Bylaws were adopted by the Board of Directors at the May 21, 2020 Annual meeting. The attached Amended SCFA Bylaws includes the addition of the City of Menifee as a member agency of the SCFA JPA.
- 7D) **Amended 2020/2021 AFV Operating Budget:** The attached Amended 2020/2021 AFV Operating Budget is for the Period July 1, 2020 through June 30, 2021 with the following change, Menifee is included in the cost distribution. The Annual Fee Schedule spreadsheet is based on the 2019 animal counts. The Amended Annual Fee Schedule provides an estimate of the breakdown of fees including Debt Service, Credit

Enhancement, Administrative Costs, and Shelter Operation Fees based on the Amended 2020/2021 AFV Operating Budget.

- 7E) **Amended 2020/2021 Annual Fee Schedule:** The attached Amended 2020/2021 Annual Fee Schedule spreadsheet, based on the 2019 animal counts, provides an estimate of the breakdown of fees including Debt Service, Credit Enhancement, Administrative Costs, and Shelter Operation Fees for AFV and all of the JPA members including Menifee.

**FOURTH AMENDED AND RESTATED JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF RIVERSIDE;
THE CITY OF CANYON LAKE; THE CITY OF LAKE ELSINORE;
THE CITY OF MURRIETA; THE CITY OF TEMECULA;
THE CITY OF WILDOMAR; AND THE CITY OF MENIFEE;
FOR THE
SOUTHWEST COMMUNITIES FINANCING AUTHORITY
(Animal Shelter)**

This fourth amended and restated Joint Powers Agreement (“Agreement”), is made and entered into this 1st day of November, 2020 (“Effective Date”) by and between the County of Riverside (hereafter referred to as "COUNTY"), and the City of Canyon Lake ("Canyon Lake"); City of Lake Elsinore ("Lake Elsinore"); City of Murrieta ("Murrieta"); City of Temecula ("Temecula"); and City of Wildomar ("Wildomar"); and City of Menifee (“Menifee”), individually as “City” or “Party”, and collectively, the "Cities" or “Parties”, each body being a body corporate and politic of the State of California, or public entities or political subdivision of the State of California.

RECITALS:

WHEREAS, COUNTY; Canyon Lake; Lake Elsinore; Murrieta; Temecula; and Wildomar; have mutual interests in the continued operation of an animal shelter located within the geographic area common to all Parties within the geographic boundaries, attached hereto and incorporated here by this reference as Attachment A, in compliance with State laws and regulations; and

WHEREAS, the Board of Directors (“Board”) of the Southwest Communities Financing Authority (“SCFA”) approved that certain Joint Powers Agreement, dated November 30, 2004, between COUNTY, Lake Elsinore, Canyon Lake, Murrieta, and Temecula for the purpose of constructing an animal shelter in the southwest portion of the County of Riverside; and

WHEREAS, the Board of SCFA approved that certain Second Amended and Restated Joint Powers Agreement, dated January 29, 2008, between COUNTY, Lake Elsinore, Canyon Lake, Murrieta, and Temecula;

WHEREAS, the Board of SCFA approved that certain Third Amended and Restated Joint Powers Agreement, dated November 2, 2010, between COUNTY, Lake Elsinore, Canyon Lake,

Murrieta, Temecula, and Wildomar, accepting Wildomar as a JPA member; and

WHEREAS, it is the interest and desire of the Parties to amend and restate that certain Third Amended and Restated Joint Powers Agreement to continue SCFA as a Joint Powers Agency, separate and apart from the Parties hereto, as hereinafter described and set forth, which entity shall set about the task of accomplishing the purpose of this Agreement in a manner most capable of promoting the greatest public good and welfare; and

WHEREAS, the Parties now desire to accept Menifee as a member of SCFA; and

WHEREAS, the Parties hereto are each empowered by law to provide for the animal shelter needs to eligible residents of each City either directly, or by contract or similar arrangement;

NOW, THEREFORE, in consideration of the above recitals, of the mutual promises and agreements herein contained and for other valuable consideration, the parties hereto agree as follows:

SECTION 1. PURPOSE

This Joint Powers Agreement (hereinafter referred to as "Agreement") is made pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, (hereinafter referred to as the "Act") for the express purpose of constructing and housing animals, also known as operating an animal shelter, to serve residents of the Parties hereof. Additionally, this Agreement shall permit the financing of public capital improvements and those purposes permitted under the Marks-Roos Local Bond Pooling Act of 1985, being Article 4, Chapter 5, Division 7 of Title 1 (commencing with Section 6584) of the California Government Code (the "Bond aw"). It is the intent of this Agreement that none of the decisions regarding field service boundaries or levels of service for animal control for each of the Cities shall be affected by the creation of this JPA, or by membership in this JPA.

The purpose of this Agreement shall be accomplished and the common powers of the parties hereto exercised in the manner hereinafter set forth.

SECTION 2. CREATION OF AUTHORITY

Pursuant to the Act and the Bond Law, there is hereby created a public entity to be known as the Southwest Communities Financing Authority ("SCFA"). SCFA shall be a public entity, separate and apart from the parties hereto, and as provided by law and not otherwise prohibited by this Agreement, shall be empowered to take such actions as may be necessary or desirable to

implement and carry out the purpose of this Agreement.

SECTION 3. TERM

This Agreement shall become as of the Effective Date (defined above) and shall continue in full force and effect until terminated as provided in **Section 4** below.

SECTION 4. TERMINATION AND AMENDMENTS

a. The Parties hereto may amend this Agreement by mutual written consent.

b. The Parties hereto may terminate their participation in the Joint Powers Authority and this Agreement as provided herein.

c. If SCFA has incurred no obligations, each Party may terminate this Agreement by giving not less than sixty (60) days written notice thereof to the all other parties.

d. If SCFA has acquired any indebtedness, fiscal obligation, and/or any property, each Party hereto may terminate this Agreement by giving twelve (12) months written notice thereof to all other Parties subject to the provisions of **Sections 4(e) and 4(f)** herein.

e. This Agreement cannot be terminated until all forms of indebtedness, and/or fiscal obligation incurred by SCFA have been paid, or adequate provision for such payment shall have been made.

f. In the event the Agreement is terminated, any property acquired by SCFA from the Effective Date of this Agreement, including but not limited to money, shall be divided and distributed between the Parties in proportion to the contributions made, including contributions made as provided in **Section 10** below, unless otherwise required by law.

SECTION 5. POWERS AND DUTIES OF SCFA

SCFA shall have the powers common to the Parties to this Agreement to:

Exercise those powers enumerated in the Act and Bond Law as the same as now exists or as may hereinafter be amended;

Do all acts necessary or convenient to the exercise of the foregoing and to accomplish the purposes of this Agreement, including but not necessarily limited to the following:

to make and execute all contracts, agreements, and documents including, without limitation, agreements with any of the Parties to this Agreement, other local governments, agencies or departments, the State of California, the United States of America, or agencies thereof, or any entity, person or corporation of any kind or nature whatever;

to employ agents, servants and employees;

to acquire, hold and dispose of property, both real and personal;

to acquire, construct, maintain, manage, operate and lease buildings, works and improvements;

to accept gifts;

to sue and be sued in its own name;

to apply for and receive any available federal, State and/or local grants;

to employ legal counsel;

to employ consultants;

to adopt a budget;

to incur debts, liabilities and obligations;

to establish a treasury for the deposit and disbursement of funds and monies, according to the policies and procedures set forth in this Agreement;

to invest any money held in the treasury that is not required for immediate necessities of SCFA, as SCFA determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 52601 of the California Government Code; and

to issue bonds and other evidences of indebtedness for the construction of an animal shelter, and the consent of the Governing Board of each member to participation in this Joint Powers Authority shall be deemed consent for the issuance of bonds by SCFA, as required under California Government Code Sections 6500 et seq. and the Bond Law.

The listing of the above acts is not intended to indicate any priority of one act over another. Nor is such listing intended to be inclusive, and other acts may be done in the accomplishment of the purposes of this Agreement as are authorized. One or several acts may take place concurrently or in sequence.

SECTION 6. CREATION OF THE BOARD OF DIRECTORS

a. Governance of SCFA by the Board of Directors. In order to effectuate the purposes of this Agreement as set forth herein, SCFA shall be governed by a Board of Directors (hereinafter called the "Board"), and all of the powers of SCFA shall be exercised by the Board

b. Membership. The Board shall be composed of the following members from the Parties:

One (1) member of the Board of Supervisors of Riverside County;

One (1) member of the City Council of the City of Canyon Lake;

One (1) member of the City Council of the City of Lake Elsinore;

One (1) member of the City Council of the City of Murrieta;

One (1) member of the City Council of the City of Temecula;

One (1) member of the City Council of the City of Wildomar;

One (1) member of the City Council of the City of Menifee.

c. Designation of Members. Members shall serve on the Board during the term for which they are a member of the Board of Supervisors, or a member of the City Council from which they are appointed. A member's position on the Board shall automatically terminate if the term of the elected public office of such member is terminated.

d. Reimbursement. The Board may provide for reimbursement of reasonable expenses incurred in connection with a member's service on the Board.

e. Quorum and Transaction of Business. Four (4) members of the Board shall constitute a quorum. A vote of four (4) of the members present shall be required to take action, except for adjournment of a meeting which shall require only a majority of those present. No proxy or absentee voting

shall be permitted.

f. Meetings. The Board shall establish the time and place for its regular and special meetings. The dates, hour and location of regular meetings shall be fixed by formal action of the Board. The Board shall hold at least one (1) regular meeting every calendar year. Special meetings and adjourned meetings may be held as required or permitted by applicable law.

g. Ralph M. Brown Act. All meetings of the Board, including, without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

h. Rules. The Board may adopt, from time to time, such rules and regulations for the conduct of its meetings and activities as it may deem necessary. In the absence of specific rules for SCPA meetings, the rules of the Board of Supervisors shall be applicable for the conduct of meetings of SCPA.

SECTION 7. FISCAL OBLIGATIONS OF THE PARTIES

It is the intent of the Parties as members of SCFA that the following fiscal obligations shall be agreed upon for all Parties to this Agreement:

a. Debt repayment of any bonds issued by SCPA shall be paid by each Party based on the percentage of animals housed at the facility, on an annual basis.

b. Administration costs of the SCPA shall be borne equally between each Party and may include, but not be limited to, stipends, legal fees, audit, costs, administrative fee, mileage reimbursement.

c. Operation of animal shelter shall be paid by each Party based on the percentage of animals housed at the facility, on an annual basis.

d. Determination of the percentages for sub-sections (a) and (c) shall be made on an annual basis in January based on the usage information received for the preceding calendar year. The percentages shall be designated for calculation starting July 1st of that same calendar year. No Party shall divert any animals within its custody, care or control, including those held on behalf of

a Party under contracted services with an animal control or humane society provider, that are located within the SCPA's geographic boundaries (as reflected in attached Attachment A) from being housed at SCPA's animal shelter facility contemplated under this Agreement unless said facility lacks the capacity to accept the animal(s) in question or where the SCPA has granted express written consent for the animal(s) in question to be diverted to another animal shelter facility.

e. Annexations of any area by any Party shall result in that Party assuming fiscal responsibility for the area annexed. The additional annexation shall result in a re-calculation of percentages of (a) and (c).

f. Incorporation of any geographic area served by SCPA, and in the event of the new city not joining as a member in SCPA, COUNTY shall reserve the ability to contract directly with the new city for animal services.

g. Any Party withdrawing from SCPA agrees to payment of the current percentage of the following:

After the issuance of bonds, the Party agrees to payment of the party's current percentage of the amount of the outstanding bonds.

Any unpaid portion of the administrative costs of SCPA, calculated up to the effective date of termination of participation in SCPA of the Party.

Any unpaid portion of the operation costs of the animal shelter, calculated up to the effective date of termination of participation in SCFA of the Party.

SECTION 8. OFFICERS AND EMPLOYEES

Chairperson and Vice Chairperson. The Board may select a chairperson and a vice chairperson from among its members at its first meeting, and annually thereafter. The term of the Chairperson and Vice Chairperson, when selected in this manner, shall be for two (2) years.

In the event that the Chairperson or Vice Chairperson so elected resigned from such office or ceases to be a member of the Board, the resulting vacancy shall be filled at the next regular meeting of the Board. In the absence or inability of the Chairperson to act, the Vice Chairperson shall act as Chairperson. The Chairperson, or in the Chairperson's absence, the Vice Chairperson,

shall preside at and conduct all meetings of the Board.

Treasurer. The Treasurer of the County of Riverside shall be and shall act as the Treasurer of SCFA. The Treasurer shall have the custody of SCFA's money and disburse SCFA funds pursuant to the accounting procedures of the County of Riverside. The Treasurer shall assume the duties described in Section 6505.5 of the California Government Code, namely: receive and receipt for all money of SCFA (with the exception of any bond proceeds which shall be deposited with the Trustee bank) and place it in the Treasury of the Treasurer to the credit of SCFA; be responsible upon an official bond as prescribed by the Board for the safekeeping and disbursement of all Agency money so held; pay, when due, out of money of SCFA so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by SCFA or the Board; verify and report in writing in conjunction with the annual audit of SCFA and to the Parties to this Agreement the amount of money held for SCFA, the amount of receipts since the last report, and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the Board.

Any and all funds of the SCFA shall not be commingled with any other funds held by the Treasurer.

Controller. The Auditor/Controller of the County of Riverside shall be the Controller of SCFA. The Controller shall draw warrants to pay demands against SCFA when such demands have been approved by the Board or by any other person authorized to so approve such by this Agreement or by resolution of the Board. The Controller shall perform such duties as are set forth in this Agreement and such other duties as are specified by the Board.

There shall be strict accountability of all funds and reporting of all receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts as may be required by sound accounting practices. The books and records of SCFA in the hands of the Controller shall be open to inspection at all reasonable times by representatives of the parties to this Agreement.

Program Administrator. The Executive Officer for the County of Riverside, or designee, shall be the Program Administrator for SCFA. The Program Administrator, or designee, shall direct the day-to-day operation of SCFA. The Program Administrator shall serve subject to the Board's policies, rules, regulations and instructions, and shall have the powers described in this Agreement and those delegated and assigned by the Board, including, without limitation:

to appoint, remove and transfer employees of SCFA, including management level officers, subject to the conditions of employment of these individuals as employees of SCFA, except for

the Treasurer, Controller and Attorney of SCFA and such others as the Board may designate;

to enforce all orders, rules and regulations adopted by the Board relating to the regulation, operation, or control of funds, facilities, properties and apparatus of SCFA;

to authorize expenditures whenever the Board shall have approved and authorized any work, improvement or task and shall have budgeted or appropriated the necessary money therefore; and

to have custody of and accountability for all property of SCFA except money. The Program Administrator, with the approval of the Board, shall contract with an independent certified public accountant or firm or certified public accountants to make an annual audit of the accounts and records of SCFA, and a complete written report of such audit shall be filed as public records annually, within six (6) months of the end of the fiscal year under examination, with each of the Parties to this Agreement. Such annual audit and written report shall comply with the requirements of Section 6505 of the California Government Code. The cost of the annual audit, including contracts with, or employment of such independent certified public accountants in making an audit pursuant to this Agreement shall be a charge against funds of SCFA available for such purpose. The Board, by unanimous vote, may replace the annual audit with a special audit covering a two-year period.

Assistant Program Administrator. The Board may appoint an Assistant Program Administrator, who shall be a person employed by any member agency of SCFA other than the County of Riverside, who is assigned to such duties for SCFA. The Assistant Program Administrator shall, with the consent of the Program Administrator, assist the Program Administrator in carrying out the direction of the day-to-day operation of SCFA. The Assistant Program Administrator shall serve subject to the Board's policies, rules, regulations and instructions, and shall have the powers described in this Agreement pertaining to the position of Program Administrator and those delegated and assigned by the Board.

Consultants. Subject to the availability of funds, the Board may employ such consultants, advisors and independent contractors as are deemed necessary and desirable in implementing and carrying out the purposes of this Agreement.

Attorney for SCFA. The offices of the Riverside County Counsel, or counsel as retained directly by SCFA shall be the attorneys for SCFA. The Board may employ by contract or otherwise, specialty counsel.

SECTION 9. EXECUTIVE MANAGEMENT COMMITTEE

There shall be an Executive Management Committee established consisting of the County Executive Officer, or designee of COUNTY, and City Managers, or designees of CANYON LAKE, LAKE ELSINORE, MURRIETA, TEMECULA, WILDOMAR, MENIFEE, and any other member city who may join SCPA. The Executive Management Committee shall meet as necessary to review the operations and business of SCPA.

SECTION 10. REIMBURSEMENT

Officers and employees of the Parties (excepting members of the Board) designated in this Agreement to provide services for SCPA shall be reimbursed by SCPA for their actual costs of providing such services. In addition, additional services provided by officers and employees of the parties pursuant to contracts with SCPA shall be reimbursed as provided by the contracts. All reimbursements by SCPA shall be made after receiving an itemized billing for services rendered.

SECTION 11. FISCAL YEAR

The fiscal year of SCPA shall be the period commencing July 1 of each year and ending on and including the following June 30.

SECTION 12. CONTRIBUTIONS BY THE PARTIES

The Parties to this Agreement may provide contributions in the form of public funds and/or in-kind services, equipment, furnishings, office space and other kinds of property which may be reasonably necessary for SCPA to accomplish the purposes of this Agreement.

SECTION 13. EMPLOYEES OF SCFA

Riverside County Employees. There shall be no individuals directly employed by SCFA. "Employees" for the purposes of indemnification and defense provisions herein shall mean all persons employed by Riverside County, or any Party, and assigned to duties for SCFA.

Indemnification and Defense of Employees. With respect to any civil claim or action against any

Director, Officer, Employee, Board Member, Committee Member, or a person who formerly occupied such position, for an injury arising out of an act or omission occurring within the scope of such person's duties, SCFA shall indemnify, hold harmless and defend such person to the full extent permitted or required under applicable sections of the California Government Code.

Nothing herein shall be construed to require SCFA to indemnify and hold harmless any Director, Officer, Employee, Board Member, Committee Member, or a person who formerly occupied such position, if SCFA has elected to conduct the defense of such person(s) pursuant to an agreement reserving SCFA's rights not to pay a judgment, compromise or settlement until it is established that the injury arose out of an act or omission occurring within the scope of his or her duties with SCFA.

Nothing herein shall be construed to require the SCFA indemnify, or to provide a defense for any Director, Officer, Employee, Board Member, Committee Member, or a person who formerly occupied such position where the individual has acted in an illegal, willful or intentionally negligent manner giving rise to the claim, or litigation.

The following definitions shall apply to SCFA:

"Directors" shall include the following: Members of the Governing Board of Directors of SCFA, Program Administrator, and the Assistant Program Administrator.

"Officers" shall include all individuals who are defined in "Directors" herein, the Treasurer, Controller, and Attorney(s) for SCFA as defined herein.

"Employees" shall mean all persons employed by Riverside County, or any other member agency, and assigned to duties for SCFA.

"Committee Members" shall mean all persons appointed by the Governing Board to any advisory committee or committees of SCFA, all persons appointed by the Program Administrator to any advisory committee or committees of SCFA.

SECTION 14. LIABILITIES

SCFA shall account separately for all funds collected or disbursed for each Party to this Agreement. It is the intent of the Parties, to the extent permitted by law, that the liabilities of each Party for the animal shelter services provided to that Party's members shall not become a liability of any other Party to this Agreement.

The debts, liabilities and obligations of SCFA shall be the debts, liabilities and obligations of SCFA alone, and not of the Parties to this Agreement.

SCFA shall indemnify, defend and hold harmless each Party to this Agreement from and

against any and all liabilities, debts, claims, demands or costs (including but not limited to attorney's fees) arising, or alleged to arise as a result of SCFA's operation or failure to operate.

SECTION 15. NOTICES

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or upon deposit into the U.S. Mail, first class, postage prepaid to:

RIVERSIDE COUNTY

Executive Office

County Administrative Center, 4080 Lemon Street, 4th Floor Riverside, CA 92501

Attn: Deputy County Executive Officer - Finance

CITY OF CANYON LAKE

31516 Railroad Canyon Road, Canyon Lake, CA 92587

Attn: City Manager

CITY OF LAKE ELSINORE

130 South Main Street, Lake Elsinore, CA 92530

Attn: City Manager

CITY OF MURRIETA

24601 Jefferson Avenue, Murrieta, CA 92562

Attn: City Manager

CITY OF TEMECULA

43200 Business Park Drive, P.O. Box. 9033 Temecula, CA 92589

Attn: City Manager

CITY OF WILDOMAR

23873 Clinton Keith Road, Suite 201

Wildomar, CA 92595

Attn: City Manager

CITY OF MENIFEE

29844 Haun Road

Menifee, CA 92586

Attn: City Manager

SECTION 16. OTHER AGREEMENTS NOT PROHIBITED

Other agreements by and between the Parties to this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.

SECTION 17. SEVERABILITY

If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of this Agreement or the application of such provision to the other Party or other persons or circumstances shall not be affected thereby.

SECTION 18. NONASSIGNABILITY

The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the written consent of the Board of Supervisors for Riverside County and the City Councils of any of the other Parties to this Agreement.

SECTION 19. MISCELLANEOUS

Section Headings. The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

Laws of California. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of the State of California.

Construction of Language. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

Cooperation. The Parties to this Agreement recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement including cooperation in manners relating to the public, accounting, litigation, public relations and the like.

Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

Publication Rights. Each Party to this Agreement shall have the right to duplicate, at its own expense, any and all documents and reports created or acquired, in the joint exercise of powers hereunder by the Board or by any other Party hereto pursuant to this Agreement.

Government Code Section 6509 Designation. The laws of the State of California applicable to the COUNTY, as a general law county, shall govern the SCPA in the manner of exercising its powers, subject, however, to such restrictions as are applicable to said county in the manner of exercising such powers, as required by California Government Code Section 6509.

[Signature to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested to by their proper officers thereunto duly authorized as of the date first above written.

COUNTY OF RIVERSIDE
a political subdivision of the
State of California

By: _____
V. Manuel Perez, Chair
Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Amrit P. Dhillon
Deputy County Counsel

CITY OF CANYON LAKE

By: _____
Mayor, City Council

Date: _____

ATTEST:

By: _____
Deputy

Date: _____

[Seal]

Approved as to form:
City Attorney

By: _____

CITY OF LAKE ELSINORE

By: _____
Mayor, City Council

Date: _____

ATTEST:

By: _____
Deputy

Date: _____

[Seal]

Approved as to form:
City Attorney

By: _____

CITY OF TEMECULA

By: _____
Maryann Edwards, Mayor Pro Tem

Date: _____

ATTEST:

By: _____
Randi Johl, City Clerk

Date: _____

Approved as to form:

By: _____
Peter M. Thorson, City Attorney

CITY OF MURRIETA

By: _____
Mayor, City Council

Date: _____

ATTEST:

By: _____
Deputy

Date: _____

[Seal]

Approved as to form:
City Attorney

By: _____

CITY OF WILDOMAR

By: _____
Mayor, City Council

Date: _____

ATTEST:

By: _____
Deputy

Date: _____

[Seal]

Approved as to form:
City Attorney

By: _____

CITY OF MENIFEE

By: _____
Mayor, City Council

Date: _____

ATTEST:

By: _____
Deputy

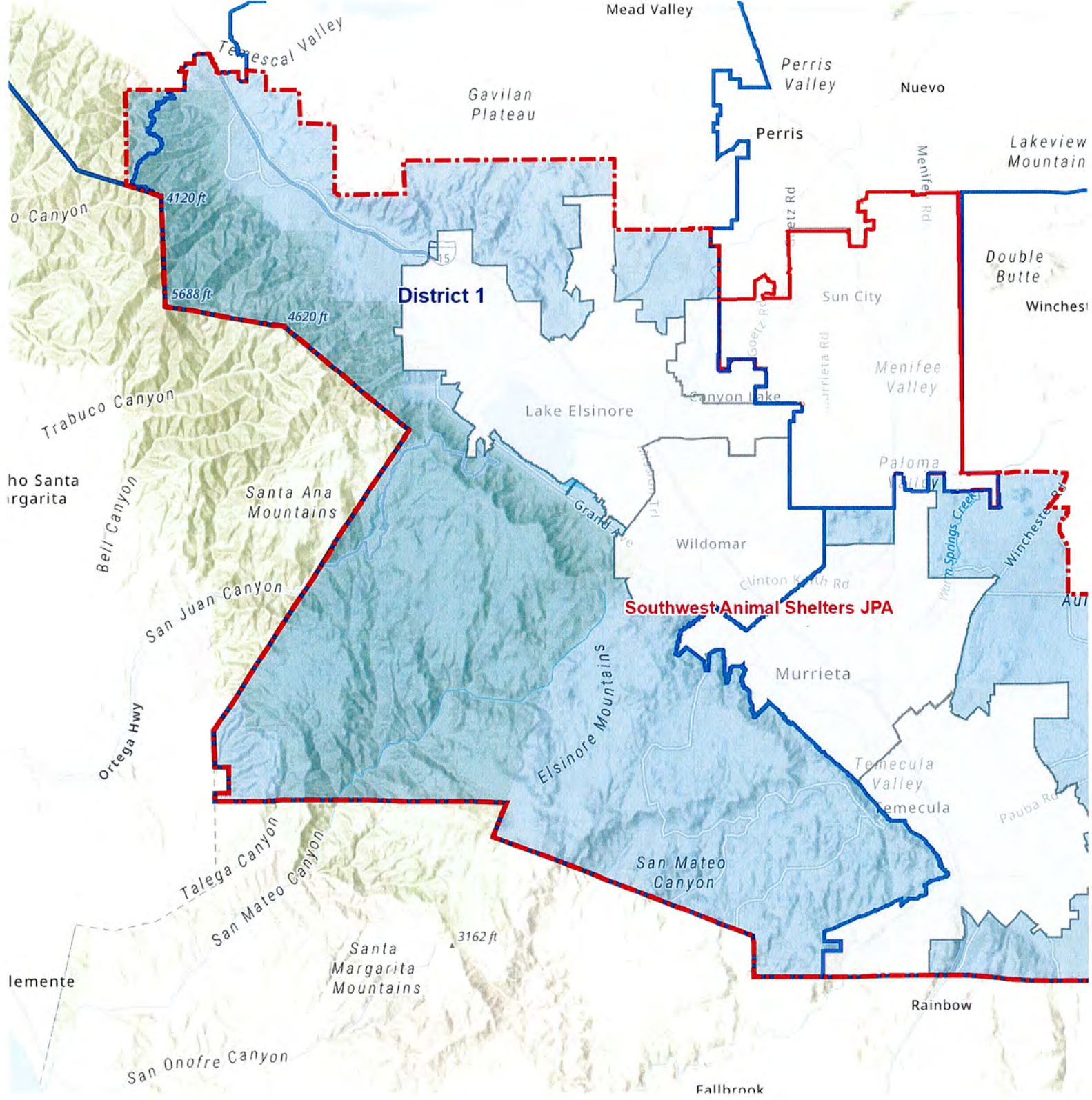
Date: _____

[Seal]

Approved as to form:
City Attorney

By: _____

ATTACHMENT A
MAP OF SCFA SERVICE AREA
(BEHIND THIS PAGE)



Southwest Communities Financing Authority

Bylaws

(Adopted by SCFA – October 1, 2020)

**BYLAWS OF
THE SOUTHWEST COMMUNITIES FINANCING AUTHORITY**

In order to provide for an efficient and expeditious handling of public meetings, and of the business of the Southwest Communities Financing Authority (the “JPA”), a Joint Powers Authority established by the County of Riverside, the City of Canyon Lake, the City of Lake Elsinore, the City of Murrieta, the City of Temecula, the City of Wildomar, and the City of Menifee, the following bylaws are promulgated. Whenever possible, these rules and procedures shall be construed generally, and failure to observe them shall neither affect the jurisdiction of the JPA, nor invalidate any action taken at a meeting otherwise held in conformity with the law.

I. DUTIES OF THE JPA

The duties of the JPA shall be as set forth in the Joint Powers Agreement, as may be amended from time to time by the member entities.

II. MEMBERSHIP AND OFFICERS OF THE BOARD OF DIRECTORS OF THE JPA

A. Members of the Board of Directors of the JPA

The membership of the Board of Directors of the JPA (“Members”) consists of seven (7) members as established pursuant to the JPA agreement, as may be amended from time to time. The appointment, term, vacancies and removal of members shall be as set forth in the JPA agreement.

B. Election of Chairperson and Vice-Chairperson of the JPA

A Chairperson and Vice-Chairperson shall be elected annually by the JPA at its first meeting, and annually thereafter, to serve for a term of two (2) years, or until election of a successor. The duties of the Chairperson and Vice-Chairperson shall be as set forth in the JPA agreement.

C. Appointment of Alternate Board Members

For any entity which has appointed an alternate board member in addition to the regular board member, such alternates may attend any meeting of the JPA, but shall not serve as a board member only in the absence of the regular member. In such absence, the alternate board member(s) shall have all rights and privileges of voting as the regular member. All alternate board members shall complete the conflict of interest documents as required of regular board members.

III. MEETINGS OF THE JPA

- A. All meetings of the JPA shall be open and public and are subject to the Brown Act (Government Code Section 54950 et seq.), as may be amended from time to time.
 - B. All meetings of the JPA shall be taped recorded by the Secretary for the purpose of producing the official, written minutes of the JPA.
 - C. Meeting notices shall be posted by the Clerk of the Board in the manner required under the Brown Act.
 - D. Any item of business on an agenda of the JPA that is not considered at that meeting shall be either: (1) continued to the next scheduled meeting of the JPA; (2) adjourned to a date and time as designated by the JPA; or (3) removed from the agenda by the member submitting the item, or by approval of the JPA.
 - E. Pursuant to resolution of the Board, presence of a quorum of the JPA is necessary for any regular or special meeting of the JPA. A quorum is four (4) members of the Board.
 - F. The business of the JPA shall be taken up for consideration and disposition in the following order, except that items may be taken out of order by affirmative vote of a quorum:
 - 1. Call to Order – Chairperson or Vice-Chairperson in the absence of the Chairperson
 - 2. Presentation(s) (Optional)
 - 3. Approve the Minutes (Prior Meeting)
 - 4. Reports, Discussions and Action Items
 - 5. Public Comments
 - 6. Public Hearings (Optional)
 - 7. Closed Session (Optional)
 - 8. Adjournment
- The order of business as noted above may be changed for any purpose during the meeting by the Chairperson.
- G. The Program Administrator, or his or her designee, shall attend all meetings of the JPA.
 - H. As provided under the Brown Act, meetings of the JPA may be adjourned either by less than a quorum of members or by the Secretary when all Members are absent.
 - I. The date, time and place of regular meetings of the JPA shall be established by the Board of Directors.

J. There shall be no voting by proxy or absentee for any members who are not in attendance at the meetings. Voting by alternate board members, in the absence of the regular members, shall carry the same weight as if they were regular members of the JPA.

IV. MEETING AGENDAS

- A. Agendas for meetings of the JPA shall be prepared by the Program Administrator. Any JPA Member and/or County staff may submit an item for the agenda in accordance with the provisions of the Brown Act.
- B. Agenda items shall be submitted to the Program Administrator by no later than noon (12:00 p.m.) of the Monday of the week preceding the meeting, unless a County holiday necessitates moving the agenda deadline to an earlier time and date fixed by the Secretary.
- C. The JPA shall take no action nor discuss any item not appearing on the posted agenda. JPA Members may briefly respond to statements made or questions posed by persons exercising their public testimony rights. JPA Members may, on their own initiative or in response to questions posed by the public, ask questions for clarification, refer a matter to staff or to other resources for factual information, request that staff make a presentation to the JPA at a subsequent meeting or request the Secretary place a matter of JPA business on a future agenda.
- D. Notwithstanding Section IV C, above, any item not on the agenda may be considered by the JPA, in accordance with the Brown Act, by affirmative vote of a quorum under the following conditions (prior to discussing any such item, the JPA shall publicly identify the item):
 - 1. Upon a determination that an emergency situation exists; or,
 - 2. Upon a determination that there is an urgent need to take immediate action and the need for action came to the attention of the JPA subsequent to the agenda being posted, or,
 - 3. The item was previously posted for a meeting, which was held not more than five (5) days earlier, and at the prior meeting, the item was continued to the meeting at which action is being taken.
- E. All resolutions, agreements, leases, contracts, and any other legal documents shall be reviewed and approved by the attorneys to the JPA prior to submission to the JPA for consideration and/or approval.

V. MEETING MINUTES

- A. Minutes shall be produced of all meetings of the JPA, which minutes shall include, without limitations, the date, hours and place of the meetings, notice of the meeting, names of the JPA Members and staff present and absent, and record of all official action taken by the JPA, as defined herein.
- B. If any JPA Member arrives after the meeting has commenced or departs before the adjournment, the minutes shall indicate such time of arrival and departure.
- C. Reference to written reports or other written forms of communication submitted at a JPA meeting shall be included in the minutes with a record of action, if any, taken by the JPA on the report or other written communication.
- D. A brief summation of the oral reports and other forms of oral communication may be included in the minutes.
- E. The titles and numbers of resolutions adopted and other actions taken by the JPA shall be entered into the minutes.
- F. The times of commencement and adjournment of all meetings of the JPA shall be entered into the minutes.
- G. Any Member shall have the right to have his or her dissent from, or protest of, any action taken by the JPA entered into the minutes by requesting that his or her remarks be made "of record" at the time they make such dissent or protest.
- H. Unless the reading of the minutes of the JPA meeting is requested by a Member, such minutes may be approved without reading, if a copy thereof has been previously provided to each Member.

VI. OFFICIAL ACTION OF THE JPA

All official actions of the JPA shall be made by motion, second and affirmative vote of a quorum of the JPA, pursuant to resolution of the Board of Directors.

VII. PUBLIC COMMENT

- A. Any person may comment and otherwise address the JPA regarding any matter relating to the scope and purpose of the JPA, in accordance with the provisions as set forth herein. Such comment(s) shall be made during the time set aside for public comments on the agenda, except when otherwise allowed by the Chairperson of the JPA, or Vice-Chairperson in the absence of the Chairperson. Preference shall be

given to those persons who first submit a request in writing to the Secretary regarding their desire to make a comment or otherwise address the JPA.

- B. Each person addressing the JPA shall:
 - 1. State his or her name and address; and,
 - 2. Limit comments to three (3) minutes, unless additional time is allowed by the Chairperson of the JPA, or Vice-Chairperson in the absence of the Chairperson; and,
 - 3. Address comments to the Members of the JPA.
- C. If an identifiable group of persons desires to address the JPA on the same subject matter or agenda item, the Chairperson of the JPA, or Vice-Chairperson in the absence of the Chairperson, may request that a spokesperson be selected by the group to address the JPA. If different issues are to be presented on the subject matter or agenda item by any other member of the group, the Chairperson, or Vice-Chairperson in the absence of the Chairperson, may limit the number of persons and time for speaking, as he or she deems appropriate in order to avoid unnecessary repetition of issues.
- D. Any person, or group of persons, wishing to speak may be required to state for the record any contributions, in excess of \$250.00 made in the past twelve (12) months, made to any JPA member, the JPA member receiving the contribution, and the matter of consideration with which they are involved.
- E. Any person making personal, impertinent, slanderous or profane remarks, or who becomes unruly while addressing the JPA, may be barred from further speaking and may be ejected if his or her conduct disrupts the meeting, in accordance with the provisions herein, and applicable law.
- F. In the event any meeting is willfully interrupted by a person or persons so as to render the orderly conduct of such meeting infeasible, and order cannot be restored by the removal of the individual(s) who are willfully interrupting the meeting, the Chairperson, or Vice-Chairperson in the absence of the Chairperson, may order the meeting room cleared and continue in session.

VIII. PROCEDURE

- A. In the event a dispute arises concerning conduct and/or procedural matters not specifically addressed herein, then the Chairperson, or the Vice-Chairperson in the absence of the Chairperson, may resolve and otherwise rule on the matter(s), unless the JPA by appropriate motion duly made and carried in accordance with provisions herein, deems otherwise.

B. Procedure with respect to motions shall be as follows:

1. When a motion is under consideration by the JPA, no other motion shall be received unless one of the following actions is taken on the motion under consideration:
 - a. to adopt and approve the motion; or
 - b. to continue the motion to a certain date; or
 - c. to direct staff on the matter, and continue the motion to a later date for consideration; or
 - d. to amend the motion; or,
 - e. to postpone indefinitely, or 'table,' the motion.
2. When a motion is seconded, the second shall be stated by the Chairperson before consideration of any other matter may begin.

C. A Member called to order by the Chairperson shall relinquish the floor unless allowed to explain, and the JPA, if appealed to, resolves the matter. If there is no appeal, the ruling of the Chairperson shall be final.

D. Procedure with respect to voting shall be as follows:

1. A vote of four (4) members shall be necessary for the transaction of business, except with respect to those matters which require a 4/5's vote, or a unanimous vote of the members, as required by law. The presence of a quorum shall be necessary for the transaction of business, except that an affirmative vote of less than a quorum may adjourn a meeting to a specified time and place.
2. An abstention by any member casts no vote whatsoever, and shall not be considered for purposes of determining whether an affirmative action was taken by the JPA.
3. A member may vote on a legislative or quasi-legislative matter even though he or she missed all or part of the discussion or public hearing.
4. A board member may not vote on a judicial or quasi-judicial matter if he or she missed all or part of the public hearing, unless he or she considers and appraises the evidence prior to participating in the decision.

E. In the event that both the Chairperson and Vice-Chairperson, as elected subject to the provisions of the JPA agreement, are not present at all or part of a meeting of the Board of Directors, a Temporary Chairperson, for the purposes of presiding over the meeting, shall be designated according to the following procedure:

1. If there is an alternate board member appointed by the same entity from which the Chair is appointed, that alternate board member shall serve as the Temporary Chairperson.

2. If there is not an alternate board member appointed by the same entity from which the Chair is appointed, but there is an alternate board member appointed by the same entity from which the Vice-Chairperson is appointed, that alternate board member shall serve as the Temporary Chairperson.

3. If there are no alternate board members appointed from either of the entities from which the Chairperson and the Vice-Chairperson are appointed, or in the event that neither alternate board member is present, the Program Administrator shall conduct the meeting as Temporary Chairperson for the sole purpose of taking a vote of the members present on the appointment of a Temporary Chairperson from among the members present.

IX. PUBLIC HEARINGS

A. Public Hearings shall be held by the JPA when required by law and when called for by the JPA.

B. Procedurally, a public hearing shall be opened by the Chairperson, and at the conclusion thereof, it shall be closed by the Chairperson. In the absence of a designated Chairperson, the Program Administrator may open the hearing.

X. AMENDMENTS TO THE BYLAWS

These bylaws may be amended from time to time upon approval by the JPA Board of Directors.

XI. SEVERABILITY AND INVALIDITY

If any provision of these bylaws or any amendment hereto is found to be in violation of or in conflict with any County or participating City ordinance, resolution, or policy, or to be invalid, void or unenforceable by any court of competent jurisdiction, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way, and shall be in effect only to the extent that it is in contravention of applicable ordinance, resolution, policies or laws without invalidating the remaining provisions.

XII. CONFLICT OF INTEREST DISCLOSURE

Each Member of the JPA shall disclose in advance any financial interest the Member has or may acquire in any item pending before the JPA for discussion and/or action.

When required, all Members of the JPA shall complete the Conflict of Interest forms Form 700 of the Fair Political Practices JPA (FPPC) entitled “Statement of Economic Interests for Designated Officials and Employees” in accordance with the requirements of the FPPC and in accordance with the requirements of the Conflicts of Interest Code as adopted by the JPA.

**Animal Friends of the Valleys, Inc.
Budget Summary
Fiscal Year 2020-2021**

Sheltering

Description & Justification	Actuals July '18-June '19	Estimate Actuals 2019-2020	Budget 2019-2020	Proposed Budget 2020-2021
Sheltering Expenditures	\$ 2,463,647	\$ 2,685,015	\$ 3,051,704	\$ 3,215,138
Sheltering Revenue	\$ 1,076,336	\$ 1,153,753	\$ 1,220,600	\$ 1,110,800
Capital Reserves	\$ -	\$ -	\$ -	\$ -
Expenditures Exceeding Revenue	\$ 1,387,311	\$ 1,531,262	\$ 1,831,104	\$ 2,104,338
Less Kennel Volunteers	\$ -	\$ -	\$ 100,000	\$ 100,000
Total Cost to SCFA	\$ 1,387,311	\$ 1,531,262	\$ 1,731,104	\$ 2,004,338

JPA Funding	\$ 1,127,714	\$ 1,585,452	\$ 1,579,452	\$ 1,859,720
AFV Contribution	\$ 118,746	\$ 157,652	\$ 157,652	\$ 150,618
Wildomar Mitigation Fee	\$ (6,000)	\$ (6,000)	\$ (6,000)	\$ (6,000)
Additional Funding	\$ 1,240,460	\$ 1,737,104	\$ 1,731,104	\$ 2,004,338

Over/(Under)	\$ (146,851)	\$ 205,842	\$ -	\$ -
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Increases in Budget:

1) Replace Washer & Dryers	\$ 20,000
2) Mandatory minimum wage	\$ 91,520
Wage Increase - COLA & Merit	\$ 32,600
	<u>\$ 144,120</u>

Future funding requirements:

2021-2022 - mandatory minimum wage	\$ 136,480
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**Animal Friends of the Valleys, Inc.
Budget Detail Expenditures
Fiscal Year 2020-2021**

Sheltering

Description & Justification	Actuals	Estimate	Budget	Proposed Budget
	July '18-June '19	Actuals 2019-2020	2019-2020	2020-2021
Regular Salaries	\$ 1,401,689	\$ 1,490,205	\$ 1,825,204	\$ 1,949,338
Admin Director (.80)				
Admin. Manager (1)				
HR Generalist (1)				
Donor Development (.5)				
Facilities Manager (1)				
Animal Care Director (1)				
Vet Tech (3)				
Animal Care Tech (20)				
Operator (1)				
Web Designer PT (.75)				
Foster Coordinator (1)				
Rescue Coordinator (1)				
Volunteer Coordinator (1)				
Office Clerk Front Office (11)				
Office Clerk Back Office (2)				
S/N Transporter PT (.10)				
Public Relations (.5)				
Lost & Found Coordinator (.5)				
Operation Manager (1)				
Overtime (included above)				
Payroll Taxes	\$ 104,009	\$ 111,944	\$ 132,000	\$ 152,000
Benefits/Insurance	\$ 144,118	\$ 140,255	\$ 140,700	\$ 160,000
Contract Employees	\$ 32,989	\$ 33,344	\$ 34,500	\$ 35,500
Accounting Services				
Personnel Totals:	\$ 1,682,805	\$ 1,775,748	\$ 2,132,404	\$ 2,296,838
Advertising	\$ 11,022	\$ 17,480	\$ 22,000	\$ 9,500
Animal Food & Litter	\$ 55,265	\$ 63,459	\$ 76,000	\$ 64,000
Animal Supplies	\$ 96,324	\$ 122,240	\$ 118,500	\$ 120,500
Vaccines				
Drugs				
Supplies				
License Tags				
Auto/Truck Expenses	\$ 4,236	\$ 2,870	\$ 4,500	\$ 5,000
Fuel				
Maintenance				
Insurance				
Towing				
Depreciation	\$ 11,278	\$ 9,930	\$ 12,000	\$ 10,000
Dues & Subscriptions	\$ 1,489	\$ 607	\$ 1,500	\$ 1,500
Fundraising/Nonprofit	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 35,060	\$ 61,664	\$ 55,000	\$ 60,000
Met/Seminar Conventions	\$ 5,011	\$ 9,201	\$ 17,500	\$ 12,500
Microchips	\$ 40,048	\$ 44,864	\$ 45,000	\$ 40,000
Mileage/Gasoline	\$ 10,328	\$ 6,754	\$ 6,000	\$ 3,000
Miscellaneous Expense	\$ 7,614	\$ 4,681	\$ 10,000	\$ 7,500
Cash Long Short & Interest Expense				
Office Expense	\$ 112,757	\$ 111,391	\$ 111,500	\$ 110,500
Postage				
Supplies				
Bank Fees				
Operating Animal Supplies	\$ 36,283	\$ 32,774	\$ 38,000	\$ 34,000
Operating Expenses	\$ -	\$ -	\$ 500	\$ 500
Printing Expense				
Outside Services	\$ 68,094	\$ 102,292	\$ 65,800	\$ 78,800
Independent Audit				
License Charge				
Grooming Services				
Outside Services-Disposal	\$ 8,450	\$ 7,838	\$ 7,000	\$ 7,000
Rent	\$ 1,808	\$ 2,028	\$ 2,000	\$ 3,500
Repairs/Maintenance	\$ 88,722	\$ 111,618	\$ 100,000	\$ 130,000
Spay/Neuter Services	\$ 28,065	\$ 27,981	\$ 30,000	\$ 25,000
Spay/Neuter Voucher Program	\$ -	\$ -	\$ -	\$ -
Tax/License/Permits	\$ 12,499	\$ 19,503	\$ 20,000	\$ 20,000
Computer License				
Telephone & Utilities	\$ 133,510	\$ 138,937	\$ 160,000	\$ 161,500
Telephone				
Electricity				
Water				
Internet				
Security System				
Uniforms	\$ 301	\$ 276	\$ 2,500	\$ 2,500
Vet Services	\$ 12,678	\$ 10,879	\$ 14,000	\$ 11,500
Sheltering Totals:	\$ 780,842	\$ 909,267	\$ 919,300	\$ 918,300
Total Sheltering Expenses	\$ 2,463,647	\$ 2,685,015	\$ 3,051,704	\$ 3,215,138

**Animal Friends of the Valleys, Inc.
Budget Detail Revenue
Fiscal Year 2020-2021**

Sheltering

Description & Justification	Actuals July '18-June '19	Estimate Actuals 2019-2020	Budget 2019-2020	Proposed Budget 2020-2021
Revenues				
Adoptions, Adoption Holds, Forfeits	\$ 93,072.00	\$ 135,544.00	\$ 101,000.00	\$ 108,000.00
Board Fees	\$ 33,097.00	\$ 37,410.00	\$ 30,400.00	\$ 31,500.00
Classroom Rental	\$ 130.00	\$ 188.00	\$ -	\$ 100.00
Donations	\$ 21,195.00	\$ 23,481.00	\$ 25,000.00	\$ 25,000.00
Donations-Counter & Request	\$ 174,408.00	\$ 148,478.00	\$ 165,000.00	\$ 145,000.00
Donations-Food, Supplies, Vet Services	\$ 50,747.00	\$ 78,462.00	\$ 114,000.00	\$ 81,000.00
Fundraisers/Donor Development/Grants	\$ 45,782.00	\$ 28,990.00	\$ 70,000.00	\$ 70,000.00
Impound Fees	\$ 70,168.00	\$ 68,841.00	\$ 66,000.00	\$ 64,000.00
Microchips/Vaccines	\$ 31,722.00	\$ 54,527.00	\$ 28,000.00	\$ 50,000.00
Misc. Income	\$ 16,807.00	\$ 15,559.00	\$ 18,000.00	\$ 14,500.00
Quarantine & Traps	\$ 5,995.00	\$ 7,100.00	\$ 8,000.00	\$ 6,700.00
Reimbursements-ACO Operations	\$ 290,529.00	\$ 290,593.00	\$ 320,000.00	\$ 285,000.00
Reimbursements-Nonprofit Operations	\$ 186,431.00	\$ 204,255.00	\$ 225,000.00	\$ 225,000.00
Services - NonSCFA Member	\$ 54,672.00	\$ 54,888.00	\$ 50,000.00	\$ -
Interest Income	\$ 1,581.00	\$ 5,437.00	\$ 200.00	\$ 5,000.00
Total Sheltering Revenues	\$ 1,076,336	\$ 1,153,753	\$ 1,220,600	\$ 1,110,800

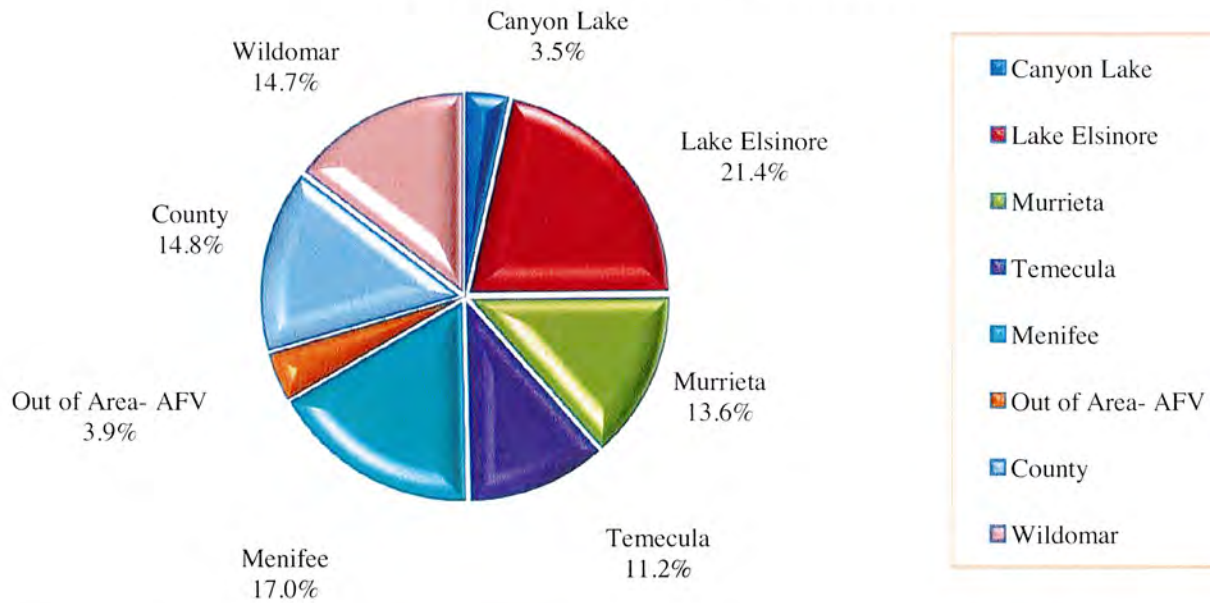
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**Animal Friends of the Valleys, Inc.
Entity Payments
Fiscal Year 2020-2021**

First 4 months b/4 Menifee Joins		New Budget		Monthly	ME Amount	Adj Total
Entity annual operating budget payments:	2019-2020	2020-2021	Percentages		\$ 27,670.17	
Canyon Lake	\$ 68,881	\$ 81,497	4.1%	\$ 6,791	\$ 1,122	\$ 5,670
County	\$ 298,555	\$ 348,172	17.3%	\$ 29,014	\$ 4,792	\$ 24,222
Lake Elsinore	\$ 420,824	\$ 502,059	25.0%	\$ 41,838	\$ 6,910	\$ 34,928
Murrieta	\$ 287,040	\$ 320,617	15.9%	\$ 26,718	\$ 4,413	\$ 22,305
Temecula	\$ 225,696	\$ 262,705	13.1%	\$ 21,892	\$ 3,616	\$ 18,276
Wildomar	\$ 278,456	\$ 344,669	17.1%	\$ 28,722	\$ 4,744	\$ 23,978
Animal Friends of the Valleys	\$ 157,652	\$ 150,618	7.5%	\$ 12,551	\$ 2,073	\$ 10,478
Totals	\$ 1,737,104	\$ 2,010,338	100.0%	\$ 167,528	\$ 27,670	\$ 139,858

Last 8 months with Menifee Joining		New Budget		Monthly		Adj Total
Entity annual operating budget payments:	2019-2020	2020-2021	Percentages		\$ -	
Canyon Lake	\$ 68,881	\$ 69,715	3.5%	\$ 5,810	\$ -	\$ 5,810
County	\$ 298,555	\$ 297,835	14.8%	\$ 24,820	\$ -	\$ 24,820
Lake Elsinore	\$ 420,824	\$ 429,474	21.4%	\$ 35,790	\$ -	\$ 35,790
Menifee	\$ -	\$ 341,382	17.0%	\$ 28,448	\$ -	\$ 28,448
Murrieta	\$ 287,040	\$ 274,264	13.6%	\$ 22,855	\$ -	\$ 22,855
Temecula	\$ 225,696	\$ 224,725	11.2%	\$ 18,727	\$ -	\$ 18,727
Wildomar	\$ 278,456	\$ 294,839	14.7%	\$ 24,570	\$ -	\$ 24,570
Animal Friends of the Valleys	\$ 157,652	\$ 78,104	3.9%	\$ 6,509	\$ -	\$ 6,509
Totals	\$ 1,737,104	\$ 2,010,338	100.0%	\$ 167,528	\$ -	\$ 167,528

AFV Animals Received Year End Chart 2019



Area	Dogs	Cats	Totals	%
Canyon Lake	158	191	349	3.5%
Lake Elsinore	1193	957	2150	21.4%
Murrieta	791	582	1373	13.6%
Temecula	693	432	1125	11.2%
Menifee	959	750	1709	17.0%
Out of Area- AFV	203	188	391	3.9%
County	843	648	1491	14.8%
Wildomar	756	720	1476	14.7%
Totals	5596	4468	10064	100.00%

ANIMAL FRIENDS OF THE VALLEYS

8609 Animals	2019 ANIMAL STATISTICS FOR THE YEAR										
DESCRIPTION	CANYON LAKE	LAKE ELSINORE	MENIFEE	MURRIETA	TEMECULA	WILDOMAR	COUNTY	OUT OF AREA	TOTAL	PERCENT-%	LIVE RELEASE
CATS - INTAKE											
IN SHELTER ON JAN 1	7	43	2	31	14	31	16	10	154		
STRAYS	162	721	372	378	246	576	510	146	3111		
OWNER RELINQUISHED	29	262	95	203	195	142	159	62	1147		
TRANSFER TO SJ SHELTER	0	0	-374	0	0	0	-1	-18	-393		
IN SHELTER ON DEC 31	-7	-69	-2	-30	-23	-29	-36	-12	-208		
TOTAL	191	957	93	582	432	720	648	188	3811		
CAT - DISPOSITION											
ADOPTED	119	558	42	348	279	351	363	127	2187	57%	
RETURNED TO OWNERS	2	14	3	24	15	10	7	3	78	2%	
RESCUE PARTNER	8	21	0	15	12	31	24	5	116	3%	62%
FERAL EUTHANIZED	12	118	0	82	28	135	92	10	477	13%	
PLACABLE EUTHANIZED	9	49	3	26	23	43	26	9	188	5%	
NOT PLACEABLE-EUTH.	40	178	44	81	68	144	131	33	719	19%	
OTHER- (DIED, STOLEN, ETC.)	1	19	1	6	7	6	5	1	46	1%	
TOTAL	191	957	93	582	432	720	648	188	3811	100%	
DOGS - INTAKE											
IN SHELTER ON JAN 1	6	37	0	26	18	16	31	6	140		
STRAYS	102	726	537	378	364	524	591	136	3358		
OWNER RELINQUISHED	54	460	289	421	332	242	251	103	2152		
TRANSFER TO SJ SHELTER	0	-2	-659	-5	-3	-3	-16	-34	-722		
IN SHELTER ON DEC 31	-4	-28	-6	-29	-18	-23	-14	-8	-130		
TOTAL	158	1193	161	791	693	756	843	203	4798		
DOG - DISPOSITION											
ADOPTED	82	554	83	349	307	337	386	113	2211	46%	
RETURNED TO OWNERS	38	397	55	274	256	273	250	29	1572	33%	
RESCUE PARTNER	20	116	12	84	65	75	102	28	502	10%	89%
PLACABLE EUTHANIZED	0	8	0	5	20	3	8	3	47	1%	
NOT PLACEABLE-EUTH.	17	113	10	77	45	66	90	30	448	9%	
OTHER- (DIED, STOLEN, ETC.)	1	5	1	2	0	2	7	0	18	0%	
TOTAL	158	1193	161	791	693	756	843	203	4798	100%	
DOMESTIC OTHERS											
	27	104	66	81	70	87	47	13	495		
LIVESTOCK											
	0	0	0	0	0	0	0	0	0		
WILDLIFE											
	57	266	365	299	275	173	58	10	1503		
TOTAL	84	370	431	380	345	260	105	23	1998		



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Mike A. Borja

DATE: October 7, 2020

SUBJECT: Consideration of Approving Fiscal Year 2021 / 2022 Community Development Block Grant (CDBG) Projects and Allocation for Public Service Agencies

Recommendation

That the City Council direct city staff to approve Fiscal Year 2021 / 2022 Community Development Block Grant (CDBG) projects and allocation towards Public Service Agencies, with an estimated allocation of \$27,000.

Background

The City of Canyon Lake annually participates in the Community Development Block Grant Program (CDBG) through the Riverside County Economic Development Agency (EDA). Each year, the City is allocated grant funding that is used towards programs to benefit low-income individuals in the City. In recent past 15% of that funding has been previously allocated to Public Service Agencies that serves Canyon Lake residents, with remaining balances allocated towards the City's approved ADA Accessibility projects.

If City Council decides to proceed with staff's recommendation, a deadline for non-profit agencies to submit their applications to the City will be set for Monday, November 16, 2020. Staff will also set a public hearing at the December 2, 2020 City Council meeting for consideration and approval of the funding allocation. City Council at that time could then determine an award amount to each qualifying applicant that is pre-approved by County EDA, city staff, and meets all of CDBG requirements.

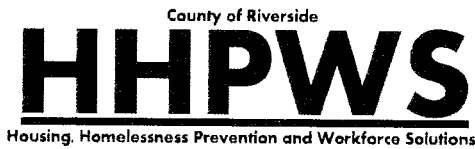
Fiscal Impact

For fiscal year 2021-2022, the City of Canyon Lake CDBG allocation is estimated to be \$27,000. If City Council approves staff's recommendation, \$4,050 will be awarded to public service agencies and \$22,950 towards the City Hall ADA Accessibility Project.

Attachments

1. Notice of Funding Availability (NOFA) for the County of Riverside FY21/22 CDBG Program

ATTACHMENT 1



COUNTY OF RIVERSIDE
Department of Housing, Homelessness Prevention and Workforce Solutions (HHPWS)
3403 10th Street, Suite 300
Riverside, CA 92501

**TO: Chris Mann, City Manager
City of Canyon Lake**

FROM: John Thurman, CDBG/ESG Program Administrator

DATE: September 4, 2020

**RE: Notice of Funding Availability (NOFA) for the County of Riverside's
2021-2022 Urban County Community Development Block Grant
Program**

Attached please find a copy of the Notice of Funding Availability (NOFA) for the County of Riverside's 2021-2022 Urban County CDBG program for Cooperating Cities.

2021-2022 Action Plan/Funding Cycle

Applications will be accepted from cooperating cities for both internal (city-administered projects) as well as applications from the cities' subrecipients including non-profits organizations, special districts, or other entities. All applications are due no later than **December 11, 2020**. Please see "What Cooperating Cities Must Submit to the County" at the end of this letter.

The County will only accept hard-copy, paper applications from the cooperating cities for the 2021-2022 cycle. A copy of the approved 2021-2022 CDBG application form has been attached to this NOFA. A fillable pdf version of the CDBG application is available upon request. An original and one copy of each proposal must be submitted to the County together with a resolution or minute order from your Council approving the projects and authorizing the submittal of the applications.

Your city's 2021-2022 CDBG allocation is estimated to be **\$27,000**; this allocation is subject to change.

Each cooperating city is responsible for planning, designing, and carrying out their own CDBG application process that best meets the needs of their city. The cities can decide to fund only internal city-administered projects, external subrecipient projects, or a combination of the two. The city council for each city will make the final funding decisions based upon the city's priority community development needs.

The County has established several minimum thresholds concerning the cooperating cities' CDBG application process:

1. The process must be open and fair;
2. The city must publicly notice (newspapers, city website, social media) the opening of the city's 2020-2021 CDBG application cycle;
3. The public notice should reference this Notice of Funding Availability (NOFA) for the County of Riverside's 2020-2021 Urban County CDBG program for Cooperating Cities;
4. The notice should be published in both English and Spanish if a significant portion of the city's residents speak Spanish – if there is a significant number of residents that predominantly speak another language, the city should publish their notice in that language as well;
5. The notice must provide direction as to where applications can be obtained, when the applications are due, and other application submittal instructions;
6. The notice will identify any funding priorities established by the city (e.g., senior programs, street improvements, youth programs, etc.);
7. The city must allow at least 30 days for the application process;
8. The public notice must provide information on the application review and approval process (e.g., staff review/council approval; staff review/committee review/ council approval, etc.);
9. The public notice must identify a contact person for questions and assistance; and
10. The notice must contain the date, time, and location where the city council will make the final 2020-2021 CDBG funding determinations.

Your city can only submit proposals for activities that have been identified in the 2019-2024 Five Year Consolidated Plan as a priority activity for CDBG funding.

Please be sure to review the **Timeliness and Drawdown** section of the NOFA especially as it pertains to project readiness and completion.

For additional information regarding the 2021-2022 CDBG application cycle, please contact the CDBG Program Manager assigned to your city or:

Susana Orozco, Principal Program Manager
3403 Tenth Street, Suite 300
Riverside, CA 92501
(951) 955-5933
sorozco@rivco.org

We look forward to receiving your city's applications for the 2021-2022 Cooperating Cities CDBG program, and we thank you for your city's participation in the County's CDBG program.

COUNTY OF RIVERSIDE
NOTICE OF FUNDING AVAILABILITY

2021-2022 URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FOR COOPERATING CITIES

I. Program Description:

The County of Riverside has opened the CDBG application period for the FY 2021-2022 Community Development Block Grant (CDBG) cycle for Cooperating Cities within the County's Urban County CDBG program.

CDBG is a flexible program that provides communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG entitlement program allocates annual grants to larger cities and urban counties to develop viable communities by providing decent housing, a suitable living environment, and opportunities to expand economic opportunities, principally for low- and moderate-income persons.

The CDBG program is a federally-funded program administered through the U.S. Department of Housing and Urban Development (HUD). As an Urban County in the Entitlement CDBG program, the County receives an annual formula allocation of CDBG funds from HUD. HUD determines the amount of each grant by using a formula comprised of several measures of community need, including the extent of poverty, population, housing overcrowding, age of housing, and population growth lag in relationship to other metropolitan areas.

The program works to ensure decent affordable housing, to provide services to the most vulnerable in our communities, and to create jobs through the expansion and retention of businesses. CDBG is an important tool for helping local governments tackle serious challenges facing their communities. The CDBG program has made a difference in the lives of millions of people and their communities across the Nation.

CDBG was authorized under the Housing and Community Development Act of 1974, as amended, and is listed under the Catalog of Federal Domestic Assistance (CFDA) as 14.218. Applicable CDBG regulations can be found at 24 CFR Part 570 and 24 CFR Part 91.

CDBG funding has been used by the County, its cooperating cities, and other subrecipients for a wide variety of community, economic, and social development activities. Activities include public facilities such as fire stations, parks, community centers, senior centers, homeless shelters, health clinics, water and sewer improvements, and street and sidewalk improvements. CDBG also provides public service activities such as child care, health care, after school, programs, senior programs, food and clothing distribution, job training, recreation, and many more.

All activities funded with the County's CDBG funds must:

1. serve persons or communities within the County's Urban County area;
2. be an eligible activity under CDBG regulations (24 CFR Part 570.201); and
3. meet a National Objective of the CDBG program (24 CFR Part 570.208).

Most activities meet a National Objective by benefitting low-income persons or low-income communities.

The County's *Urban County CDBG Program* includes all of the unincorporated areas of Riverside County as well as the "cooperating" cities of: Banning, Beaumont, Blythe, Calimesa, Canyon Lake, Coachella, Desert Hot Springs, Eastvale, Indian Wells, La Quinta, San Jacinto, and Wildomar. The cities of Lake Elsinore and Murrieta participate in the County's Urban County program as a "Metro City." For purpose of this NOFA, Lake Elsinore and Murrieta are Cooperating Cities.

CARES Act Funding: The 2021-22 CDBG allocation (Federal FY 2021) is not impacted by the exclusions, waivers, and special conditions of the CARES Act CDBG funding.

CDBG Award Information:

Subject to Federal appropriations, the County anticipates receiving approximately \$7,800,000 in CDBG funds for the FY 2021-2022 program. The amount of CDBG funding to be allocated to the Cooperating Cities is expected to be approximately \$2,700,000. The actual amount of the County's allocation is determined by final funding appropriations from Congress and HUD's CDBG allocation formula. Funds from this 2021-2022 CDBG application cycle will be available to the Cooperating Cities and their subrecipients no earlier than July 1, 2021.

Depending upon the type of activity to be funded, the cooperating cities and their subrecipients will have one (1) year to complete, expend, and drawdown their CDBG award for a public service activity, or two (2) years for a public facility or other CDBG activities.

Typical individual awards for CDBG-funded activities range from \$10,000 for public service activities to \$100,000 or more for public facilities, acquisition, or other eligible activities.

Individual City 2021-2022 CDBG Allocation:

The County is not notified of its CDBG allocation until well after the Federal Fiscal Year budget is approved by Congress and signed by the President. Consequently, the County does not know its allocation until January, February, or in some years, much later. The County recommends that the Cooperating Cities use their 2020-2021 allocations as a guide to project their 2021-2022 allocation.

All CDBG awards made by the County to the cooperating cities will be in the form of a grant. The cooperating cities must execute a Supplemental Agreement with the County each CDBG program year. Non-city subrecipients (non-profits, special districts, etc.) receiving CDBG funds from a cooperating city will be required to enter into a County-approved subrecipient agreement with the awarding city.

II. Eligibility Information:

Eligible Applicants:

The County of Riverside will only accept CDBG applications from the cooperating cities listed above. The cooperating cities may award their CDBG funds to the following entities and organizations:

1. City Departments or Agencies;
2. Non-Profit organizations subject to 26 U.S.C. 501 (c)(3) of the tax code; and
3. Governmental agencies including the County, other Cities, Special Districts, and Tribes.

Individuals cannot apply for County CDBG funding.

Non-profit organizations will be required to submit documentation as part of their cooperating city CDBG application including incorporation, bylaws, board of directors, and tax-exempt status.

Cost Sharing and Leveraging:

The cooperating cities and their subrecipient applicants are encouraged to utilize the greatest amount of leveraging as possible to improve the competitiveness of their proposal.

Real Property Acquisition – Displacement of Tenants:

In order to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, cooperating cities that are considering the submittal of a CDBG application for real property acquisition and/or the displacement of tenants must contact EDA prior to the submittal of any application.

Minimum Funding Level:

In order to ensure the effective, efficient, and appropriate allocation and use of the County's CDBG funding, the County may reject any proposed cooperating city CDBG activity in an amount less than \$10,000. Exceptions to this policy include traditionally "county-wide" activities which are funded from:

1. both a County Supervisor's allocation and a cooperating city; or
2. two or more cooperating cities.

The Cooperating Cities are encouraged to utilize the greatest amount of leveraging possible to improve the competitiveness of their proposal. However, for the construction or rehabilitation of public facilities, the County may reject proposals where CDBG funding comprises less than 35% of the total project cost due to costs associated with the compliance of CBDG and other Federal regulations.

Compliance with Laws and Regulations:

The successful applicants will be required to comply with all applicable federal, state, and local laws, regulations, and ordinances. Pursuant to an executed subrecipient agreement, the applicant will certify that it will adhere to and comply with the laws and regulations found in **Attachment 1** as they may be applicable to a subrecipient of funds granted pursuant to the Housing and Community Development Act of 1974, as amended.

In addition, all CDBG-funded projects using CDBG for facility construction, renovation, or improvements will be considered as “Public Works,” and therefore, subject to applicable State of California Department of Industrial Relations requirements.

III. Application and Submission Information

Application Cycle for the 2021-2022 Program Year

The County will begin accepting application from the cooperating cities for the 2021-2022 CDBG cycle starting August 28, 2020. A copy of the County-approved CDBG application is attached to this NOFA. An electronic WORD-version of the CDBG application is available upon request.

ALL APPLICATIONS from the cooperating cities must be submitted using the County approved, paper application. The County is not using the Online Application System for the cooperating city CDBG program. All CDBG applications from the cooperating cities must be submitted to EDA no later than 5:00 PM PST on Friday, December 11, 2020. You must submit two (2) copies of each application, one original and one copy.

Questions, Technical Assistance, and Applications

For information or questions regarding the County’s CDBG program or the CDBG application cycle, please contact Susana Orozco at sorozco@rivco.org or (951) 955-5933. Individuals with hearing or speech disabilities may contact the CDBG program staff by utilizing the California Relay Service (711).

The CDBG application to be used by a Cooperating City for each activity consists of nine (9) primary sections:

- General Information
- Organizational History and Documents
- Project Narrative
- Project Narrative
- Project Benefit
- National Objective Compliance
- Financial Information (Budget)
- Management Capacity
- Application Certification and Authorization

The cooperating cities and subrecipients are limited to the space available for each required response in the application. Cooperating cities and subrecipients may attach additional supporting documentation, including third party verifications, and other information if desired.

Please Note: The cooperating city applications must be accompanied by a minute order, resolution, or other official document authorizing the submittal of the applications.

Additional Information:

The cooperating cities and/or their subrecipients may be required to submit additional documentation to the County, prior to the receipt of their CDBG grant award. This documentation may include evidence or documentation related to:

- | | |
|---------------------|---|
| Liability Insurance | Workmen’s Compensation Insurance |
| Flood Insurance | Other documentation for NEPA and CEQA environmental reviews |
| 501 (c)(3) Status | Incorporation Documents |

Dun and Bradstreet Data Universal Number System (DUNS) and System for Award Management (SAM)

Pursuant to Federal regulations, all cooperating cities and their subrecipients submitting applications for CDBG funds must comply with the following requirements **prior to submitting** their CDBG application to the County for the 2021-2022 program year:

1. Be registered in the System for Award Management (SAM) system;
2. Provide a valid DUNS number in the application; and
3. Must maintain an active SAM registration, with current information, at all times during the performance period of the CDBG grant.

The County and the Cooperating Cities will not make any CDBG grant awards to any organization or government entity that fails to comply with the SAM and DUNS requirements.

System for Award Management (SAM):

The System for Award Management (SAM) is combining federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. This consolidation is being done in phases. The first phase of SAM includes the functionality from the following systems:

1. Central Contractor Registry (CCR)
2. Federal Agency Registry
3. Excluded Parties List (EPLS)
4. Online Representations and Certifications Application

How does SAM benefit organizations? The overarching benefits of SAM include streamlined and integrated processes, elimination of data redundancies, and reduced costs while providing improved capability.

<https://www.sam.gov/portal/SAM/#1>

Data Universal Number System (DUNS):

The Federal government requires all applicants for Federal grants have a DUNS number. The Federal government uses the DUNS number to better identify related organizations that are receiving funding under Federal grants and to provide consistent name and address data for electronic grant application systems.

If you do not already have a DUNS number, contact Dun and Bradstreet toll free at 1-866-705-5711.

Application Submission Date and Time

You must submit two (2) copies of each application, one original and one copy.

Cooperating cities may choose one of two methods to submit their 2021-2022 CDBG applications to the Economic Development Agency:

- 1. US Postal Service - Postmarked no later than Friday, December 11, 2020. Application packages must be addressed as follows:**

Nicholas Fonosch, Office Assistant
Department of Housing, Homelessness Prevention, and Workforce Solutions (HHPWS)
PO Box 1528
Riverside, CA 92502

- 2. Delivered to the EDA later than 5:00 PM (PST) on Friday, December 11, 2020, at the following address (If the office is closed to the public due to COVID-19 pandemic restrictions, please contact CDBG Program Staff for delivery instructions):**

Nicholas Fonosch, Office Assistant
Housing, Homelessness Prevention, and Workforce Solutions (HHPWS)
ATTN: CDBG Program
3430 Tenth Street, Suite 300
Riverside, CA 92501

Unless otherwise authorized by the CDBG Program Staff in writing, CDBG applications for the 2021-2022 program year that are received after the deadline date and time will not be accepted.

Cooperating Cities submitting their applications in person or through a third-party courier can request a receipt at the time of delivery.

Intergovernmental Review

Applications submitted under the County's Urban County CDBG program are not subject to intergovernmental review pursuant to Executive Order 12372.

Other Submission Requirements

Applicants can request CDBG funding from the County and the Cooperating Cities for any eligible CDBG activity listed under 24 CFR Part 570.201-570.204 including real property acquisition, code enforcement, construction, and other activities.

APPLICATION REVIEW INFORMATION

The County of Riverside uses a Priority Evaluation and Project Rating System for all CDBG proposals. As part of the review and evaluation process, EDA staff will review and evaluate all proposals utilizing the following checklist:

I. ACTIVITY EVALUATION:

Does the activity address an established need?

Is the proposed activity eligible (24 CFR 570.201) under the CDBG program?

Does the proposed activity meet one of the three broad National Objectives:

Principally benefit low and moderate-income persons;

Prevents or eliminates slum and blight; or

Addresses an urgent need or problem in the community.

Has the applicant provided sufficient explanation concerning their ability to adequately and accurately document the benefit to low- and moderate-income persons?

Can the project be implemented and completed within a reasonable amount of time (Public Service activities 1 year / all other activities 2 years maximum)?

Has the applicant identified all the major tasks or components that will be required in carrying out the activity? Are there any potential issues or concerns?

Has the applicant provided a reasonable estimate of the resources necessary for each component of the project, and has it developed a realistic budget that reflects these resources? Are other sources of funds (leveraging) committed to this project?

Is the proposed budget for the CDBG-funded activity separate from other activities undertaken by the applicant?

II. APPLICANT (ORGANIZATIONAL) EVALUATION

Has the applicant ever undertaken the proposed activity before? What were the results?

Does the applicant have experience with CDBG or other Federal programs? Has the applicant conducted a Single Audit (formerly OMB Circular A-133) within the last two years?

Do the applicant and prospective staff understand the additional requirements associated with Federal funding?

Does the applicant have qualified staff for all the necessary functions associated with the proposed activity? Is there adequate staff time available?

Does the applicant possess adequate administrative structures, management systems, and policies & procedures?

Does the applicant possess adequate financial stability? Will the applicant be overly dependent upon CDBG funding?

III. ELIGIBLE ACTIVITIES

The cooperating cities and their prospective subrecipients should refer to HUD regulations found at 24 CFR Sections 570.201-204 regarding eligible uses of CDBG funding.

IV. APPLICATION RATING

Each complete CDBG application is rated by CDBG program staff to determine if the proposal meets the minimum score rating. The County uses a 200-point rating system with four (4) rating criteria with a minimum rating score of at least 100 points. The rating criteria are:

- Quality of Program Design/ four sub-criteria (40 points)
- Quality of Proposal Elements/ four sub-criteria (60 points)
- Capacity and Experience/four sub-criteria (40 points)
- Proposed Funding Request/five sub-criteria (60 points)

There are three (3) threshold sub-criteria that all applications must receive at least five (5) points each, or the proposal will not be funded:

- Does the proposed program/project comply with the overall regulations, goals and objective of the CDBG program? Application describes how the identified need relates to the objectives of the CDBG program?

- Does the proposed activity address a priority community development need as identified in the Five-Year Consolidated Plan?
- Does the organization have the demonstrated capacity to successfully implement and complete the proposed activity in a timely manner?

APPLICATION REVIEW AND SELECTION PROCESS

The Cooperating Cities establish their own application process and make their own CDBG funding decisions – all cooperating city applications are subject to EDA review and Board of Supervisor approval.

ANTICIPATED ANNOUNCEMENT, AWARD DATE, AND NOTICE

The Board of Supervisors for the County of Riverside will make all final CDBG funding decisions for the County's 2021-2022 CDBG allocation. This is anticipated to occur in April/May 2021 during a regular meeting of the Board of Supervisors when the Board approves the 2021-2022 One Year Action Plan of the 2019-2024 Five Year Consolidated Plan.

After the approval date, the cooperating cities will be notified by mail of the Boards funding decisions. The One Year Action Plan is then submitted to the U.S. Department of Housing and Urban Development (HUD) for review and approval. The letter will clearly indicate the amount of their award, and that this is not a notification to proceed or to incur costs. The letter will inform the cooperating city that a supplemental agreement will be prepared and forwarded in the near future with further instructions.

POST AWARD REPORTING REQUIREMENTS

To ensure compliance with the CDBG program National Objective requirements, all cooperating cities and their subrecipients will be required to comply with the applicable CDBG reporting requirements. The type, amount, frequency, format (paper or electronic), and detail of the reporting requirements depends upon the specific use of the CDBG funds and corresponding National Objective. All specific reporting requirements will be stated in the supplemental agreement.

POINTS OF CONTACT

For information about the CDBG program or the 2021-2022 application cycle, please contact the following:

Nicholas Fonosch, Office Assistant
 3403 Tenth Street, Suite 300
 Riverside, CA 92501
 (951) 955-5936 / nfonosch@rivco.org

Susana Orozco, Principal Program Manager
 3403 Tenth Street, Suite 300
 Riverside, CA 92501
 (951) 955-5933 / sorozco@rivco.org

John Thurman, CDBG/ESG Program Administrator
 Department of Housing, Homelessness Prevention, and Workforce Solutions (HHPWS)

Additional Federal Requirements

Whereas, the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200). All contractors, sub-contractors, consultants, and sub-consultants agree to comply with, and are subject to, the following Federal requirements (if applicable):

1. **Equal Employment Opportunity** - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.

2. **Copeland "Anti-Kickback" Act** (18 U.S.C. 874 and 40 U.S.C. 276c: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. **Davis-Bacon Act, as amended** (40 U.S.C. 276a to a-7: When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be

conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333):** Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement—** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

6. **Rights to Data and Copyrights –** Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

7. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.),** as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

8. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9. **Debarment and Suspension (E.O.s 12549 and 12689)**—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

10. **Drug-Free Workplace Requirements**—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR Part 24, subpart F.

11. **Access to Records and Records Retention:** The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

12. **Federal Employee Benefit Clause:** No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

13. **Energy Efficiency:** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

14. **Procurement of Recovered Materials (2 CFR 200.322.)** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. The Housing and Community Development Act of 1974, as amended, and the regulations issued thereto;
16. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;
17. Section 504 of the Rehabilitation Act of 1973 (PL 93-112), as amended, and implementing regulations;
18. The Age Discrimination Act of 1975 (PL 94-135), as amended, and implementing regulations;
19. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42;
20. The labor standard requirements as set forth in 24 CFR Part 570, Subpart K and HUD regulations issued to implement such requirements;
21. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
22. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234);
23. Title VI of the Civil Rights Act of 1964 (PL 88-352) and implementing regulations issued at 24 CFR Part 1;
24. Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended; and
25. The lead-based paint requirements of 24 CFR Part 35 issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 USC 4801, et seq.);
26. The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), Public Law 111-22, Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.), and the Housing and Community Development Act of 1974, as amended, and the regulations issued thereto;
27. Executive Orders 11625, 12432 and 12138. Consistent with HUD's responsibilities under these Orders, the SUBRECIPIENT must make efforts to encourage the use of minority and women's business enterprises in connection with ESG activities;
28. SUBRECIPIENT shall establish and maintain a procedure through which homeless individuals will be informed that use of the facilities and services is available to all on a nondiscriminatory basis.
29. SUBRECIPIENT agrees to abide by and include in any subcontracts to perform work under this Agreement, the following clause:

"During the performance of this Agreement SUBRECIPIENT and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. SUBRECIPIENT and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. SUBRECIPIENT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement."

30. During the term of this Agreement, SUBRECIPIENT and its subcontractors, if any, shall not deny the benefits rendered hereunder to any person on the basis of religion, color, ethnic group identification, sex, age, or physical or mental disability.



STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Chris Mann, City Manager *CM*
DATE: October 7, 2020
SUBJECT: Discussion Regarding Security Concerns in the Towne Center

Recommendation

That the City Council discuss security issues pertaining to the Towne Center based on recent events and concerns voiced by residents.

Background

A number of recent events have prompted resident concerns about perceived safety issues in the Towne Center. Councilmember Jeremy Smith has requested that an item be placed on the agenda to discuss these concerns. The item appears for discussion only; no action recommended at this time.

Fiscal Impact

None

Attachments

None