



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
Monday, December 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.

- 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 – 3 cases
- 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
- E. 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
- F. PUBLIC EMPLOYMENT - Pursuant to Section 54957
Title: City Attorney

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

STATE OF THE CITY PRESENTATION

CITY CLERK ITEMS

CERTIFICATION OF ELECTION

- (1) Resolution - Adoption of Resolution No. 2020-49, declaring the results of the General Municipal Election held on November 3, 2020.

PRESENTATION TO OUTGOING COUNCIL MEMBER

- Presentation to Outgoing Council Member
- Comments by Outgoing Council Member

PRESENTATION TO OUTGOING MAYOR

CERTIFICATES OF ELECTION AND OATH OF OFFICE

- Presentation of Certificates of Election
- Oath of Office to Newly Elected City Council Members
- Comments by Newly Elected City Council Members

CITY COUNCIL REORGANIZATION

- Selection of Mayor
- Selection of Mayor Pro Tem

RECESS

ROLL CALL

COMMUNITY REPORTS

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

PUBLIC SAFETY UPDATE

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

PUBLIC COMMENT

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. 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.

- (2) Waive Full Reading, Read all Ordinances by Title Only
- (3) Resolution - Adoption of Resolution No. 2020-50, Approving Claims and Demands of the City
- (4) Minutes - Approval of City Council Minutes
 - November 4, 2020 – Regular City Council Meeting

- (5) Resolution - Adoption of Resolution 2020-51, Updating Authorized Signatories for the Citizens Trust Investment Account
- (6) Contract Amendment – Approval of an Amended and Restated Legal Services Agreement with Cole Huber LLP for City Attorney Services

PULLED CONSENT CALENDAR ITEMS

BUSINESS ITEMS

- (7) Agreement - Select Consultants to Prepare a Specific Plan and Environmental Documentation for the Towne Center Specific Plan Using a Combination of City and SB 2 State Planning Grant Funding
- (8) Lease Amendment - Seventh Amendment to Library Lease
- (9) Award of Contract – Consideration of Award of Construction Contract for the Roof Rehabilitation Project at 31540-42 Railroad Canyon Road – Bid No. 2020-02; or in the Event of No Bids, Direction to City Manager to Have Work Performed Pursuant to Public Contract Code Section 20166.

PUBLIC HEARING

- (10) Resolution - Adoption of Resolution 2020-52, Authorizing the Allocation of Fiscal Year 21/22 Community Development Block Grant Funds

CITY MANAGER COMMENTS

COMMITTEE AND COUNCIL REPORTS/COMMENTS

ANNOUNCEMENTS

The next regular meeting will be Wednesday, January 13, 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.

December 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 December 4, 2020 before the hour of 5:00 p.m., I caused the above notice to be posted as required by Resolution 2019-42 of the City Council of the City of Canyon Lake.

Ana V. Sauseda, CMC
City Clerk



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Ana V. Sauseda, City Clerk

DATE: December 7, 2020

SUBJECT: Adoption of Resolution 2020-49, A Resolution of the City Council of the City of Canyon Lake, California, Reciting the Facts of the General Municipal Election Held on November 3, 2020, Declaring the Results and Such Matters as Provided by Law

Recommendation

That the City Council adopt Resolution No. 2020-49, reciting the facts of the General Municipal Election held on November 3, 2020, declaring the results and other such matters as provided by law.

Background

Per California Election Code Section 10263, the governing body shall adopt a resolution reciting the facts of the election. At the May 6, 2020 City Council meeting, the Council adopted Resolution No. 2020-16, calling and giving notice of the General Municipal Election to be held in the City of Canyon Lake on Tuesday, November 3, 2020.

The City of Canyon Lake's election was consolidated with the Riverside County Registrar of Voters and was held to elect three members to the City Council for a term of four years.

It is anticipated that the Riverside County Registrar of Voters will complete the canvass of the votes on Thursday, December 3, 2020. The certification of those results will then be provided to the City and will be included as Exhibit "A" to Resolution No. 2020-49, which will be provided at the Council meeting.

Fiscal Impact

The City Clerk's department adopted budget for FY 2020/21 included the necessary funds to cover the costs related to the election. An invoice from the County of Riverside finalizing the election cost is still pending.

Attachments

1. Resolution No. 2020-49

ATTACHMENT 1

**RESOLUTION NO. 2020-49
WILL BE PROVIDED AT THE MEETING**



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager

BY: Kayla Lozano, Accountant

DATE: December 7, 2020

SUBJECT: Adoption of Resolution No. 2020-50, Allowing Certain Claims and Demands as Set Forth in Exhibit A

Recommendation

That the City Council adopt Resolution No. 2020-50, 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 November 4, 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. 2020-50
2. List of Demands

ATTACHMENT 1

RESOLUTION NO. 2020-50

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 December 7th, in the amount of \$314,130.77 as follows:

Payroll Earnings (Gross)	\$ 63,749.81	(2nd Half of October & 1st Half of November)
Payroll Taxes - Employer	1,003.16	(2nd Half of October & 1st Half of November)
On-line Retirement	8,148.42	(2nd Half of October & 1st Half of November)
On-line Health	3,277.30	(For the Month of November)
Nationwide Deferred Comp.	337.81	(For the Month of October)
General	237,614.27	
TOTAL	<u>\$ 314,130.77</u>	

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

ATTEST:

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. 2020-50 adopted by the City Council of the City of Canyon Lake, California, at a regular meeting thereof, held on December 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 11/1/2020 Through 11/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
26212	11/12/2020	Abila	Monthly Accounting Software Subscription, 11/6/20	122.75	10	GENERAL
Total 26212	11/12/2020			122.75		
26213	11/12/2020	AMERICAN FORENSIC NURSES INC	Sheriff's Blood Draws, 9/30/20	55.00	10	GENERAL
Total 26213	11/12/2020			55.00		
26214	11/12/2020	American Legal Publishing	Online Municipal Code, 7/31/2020	484.88	10	GENERAL
Total 26214	11/12/2020			484.88		
26215	11/12/2020	AMP GLOBAL LLC	Rent for Admin Bldg. for the month of December 2020	2,678.00	10	GENERAL
Total 26215	11/12/2020			2,678.00		
26216	11/12/2020	AMP GLOBAL LLC	Rent for 31526 Railroad Cyn Rd. Ste#4 December 2020	400.00	10	GENERAL
Total 26216	11/12/2020			400.00		
26217	11/12/2020	ANIMAL FRIENDS OF THE VALLEYS	Animal Control Services for August 2020	3,500.00	10	GENERAL
Total 26217	11/12/2020			3,500.00		
26218	11/12/2020	ASAP Services	Install 13 Veterans Day Banners, 11/11/2020	1,300.00	10	GENERAL
Total 26218	11/12/2020			1,300.00		
26219	11/12/2020	Bill Blankenship	Economic Development Consulting October 2020	2,500.00	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2020 Through 11/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 26219	11/12/2020			2,500.00		
26220	11/12/2020	BIO-TOX LABORATORIES	Sheriff's Blood Draws, 9/17/20	92.00	10	GENERAL
26220	11/12/2020	BIO-TOX LABORATORIES	Sheriff's Blood Draws, 9/24/20	141.00	10	GENERAL
Total 26220	11/12/2020			233.00		
26221	11/12/2020	Randall Bonner	Auto Allowance for the month of November 2020 - Bonner	100.00	10	GENERAL
Total 26221	11/12/2020			100.00 VOID		
26222	11/12/2020	Carl & Mary Johnson	Refund for 30500 Caliente PL - RRR not completed, 11/12/20	71.00	10	GENERAL
Total 26222	11/12/2020			71.00		
26223	11/12/2020	CANYON LAKE PEST CONTROL, Steven E. Young	City Hall Admin General Pest Qtrly, 10/15/20	55.00	10	GENERAL
26223	11/12/2020	CANYON LAKE PEST CONTROL, Steven E. Young	Monthly Pest Control for Fire Station, October 2020	40.00	10	GENERAL
26223	11/12/2020	CANYON LAKE PEST CONTROL, Steven E. Young	Monthly Pest Control for Fire Station, September 2020	40.00	10	GENERAL
Total 26223	11/12/2020			135.00		
26224	11/12/2020	Cole Huber LLP	Attorney Services for August 2020	5,095.00	10	GENERAL
26224	11/12/2020	Cole Huber LLP	Attorney Services for August 2020 (Covid-19)	60.00	10	GENERAL
26224	11/12/2020	Cole Huber LLP	Attorney Services for Beck vs. City(Writ of Mandate) Aug2020	1,423.94	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2020 Through 11/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
26224	11/12/2020	Cole Huber LLP	Attorney Services for Code Enf. (30112 Red Barn), Aug. 2020	687.66	10	GENERAL
Total 26224	11/12/2020			7,266.60		
26225	11/12/2020	Control Pump	Monthly Landscape Booster Station, October 2020	375.00	20	GAS TAX
26225	11/12/2020	Control Pump	Services Landscape station (Pumps & Motors), 11/9/20	1,275.00	20	GAS TAX
26225	11/12/2020	Control Pump	Turned Pump Off due to Low Water, 11/9/20	275.00	20	GAS TAX
Total 26225	11/12/2020			1,925.00		
26226	11/12/2020	Corelogic Information Solutions, INC.	Database for Code Enforcement Reports, October 2020	42.40	10	GENERAL
26226	11/12/2020	Corelogic Information Solutions, INC.	Database for Code Enforcement, October 2020	128.75	10	GENERAL
Total 26226	11/12/2020			171.15		
26227	11/12/2020	CTAI Pacific Greenscape	Landscape Maintenance for Fire Station 60 Sept. & Oct. 2020	500.00	10	GENERAL
26227	11/12/2020	CTAI Pacific Greenscape	Landscape Maintenance for Median & Parkways October 2020	3,000.00	20	GAS TAX
Total 26227	11/12/2020			3,500.00		
26228	11/12/2020	STATE OF CA DEPT. OF JUSTICE	Sheriff's Blood Analysis, October 2020	70.00	10	GENERAL
Total 26228	11/12/2020			70.00		
26229	11/12/2020	Jordan Ehrenkranz	Auto Allowance for the month of November 2020 - Ehrenkranz	100.00	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2020 Through 11/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 26229	11/12/2020			100.00		
26230	11/12/2020	Embroidery & More	City Shirt - Ferrari, Sweatshirt - Sauseda & Lozano, 10/30	129.67	10	GENERAL
Total 26230	11/12/2020			129.67		
26231	11/12/2020	FRIDAY FLYER	1/2 Page Ad for Veterans Day, 10/16/2020	75.00	10	GENERAL
26231	11/12/2020	FRIDAY FLYER	1/2 Page Ad for Veterans Day, 10/23/2020	75.00	10	GENERAL
26231	11/12/2020	FRIDAY FLYER	1/2 Page Ad for Veterans Day, 10/30/2020	75.00	10	GENERAL
26231	11/12/2020	FRIDAY FLYER	1/2 Page Ad for Veterans Day, 11/6/2020	75.00	10	GENERAL
26231	11/12/2020	FRIDAY FLYER	Block Grant Applications, 10/16/20	33.75	10	GENERAL
26231	11/12/2020	FRIDAY FLYER	Notice of Election in English, 7/3/20	34.65	10	GENERAL
26231	11/12/2020	FRIDAY FLYER	Notice of Election in Spanish, 7/3/20	39.90	10	GENERAL
26231	11/12/2020	FRIDAY FLYER	Notice of Nominees for Public Office (Spanish), 10/9/20	17.85	10	GENERAL
26231	11/12/2020	FRIDAY FLYER	Ordinance No. 201 Peddling & Soliciting, 10/16/20	25.20	10	GENERAL
Total 26231	11/12/2020			451.35		
26232	11/12/2020	GOLDING PUBLICATIONS	Business Cards for Police, 9/30/20	58.49	10	GENERAL
Total 26232	11/12/2020			58.49		
26233	11/12/2020	Interwest Consulting Group	Building & Safety Services for September 2020	27,490.74	10	GENERAL
Total 26233	11/12/2020			27,490.74		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2020 Through 11/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
26234	11/12/2020	Jeremy Smith	Auto Allowance for the month of November 2020 - Smith	100.00	10	GENERAL
Total 26234	11/12/2020			100.00		
26235	11/12/2020	Joe's Hardware	Hardware Supplies for Fire Station 60, 10/30/20	61.60	10	GENERAL
Total 26235	11/12/2020			61.60		
26236	11/12/2020	Kasey Castillo	Auto Allowance for the month of November 2020 - Castillo	100.00	10	GENERAL
Total 26236	11/12/2020			100.00		
26237	11/12/2020	Kansas City Life Group Benefits	Life Insurance for Employee's 11/15/20 to 12/14/20	126.74	10	GENERAL
Total 26237	11/12/2020			126.74		
26238	11/12/2020	Larry Greene	Auto Allowance for the month of November 2020 - Greene	100.00	10	GENERAL
Total 26238	11/12/2020			100.00		
26239	11/12/2020	Lawrence Doors	Door Repairs & Maintenance for Station 60, 10/14/20	2,257.00	10	GENERAL
26239	11/12/2020	Lawrence Doors	Door Repairs and Maintenance for Fire Station 60, 10/8/2020	946.91	10	GENERAL
Total 26239	11/12/2020			3,203.91		
26240	11/12/2020	Nate Volk	Video Broadcast Mtg. for 11/4/2020	500.00	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2020 Through 11/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 26240	11/12/2020			500.00		
26241	11/12/2020	Off Road Warehouse	Repaired Sway Bar in 2018 Jeep Wrangler, 11/3/20	279.46	10	GENERAL
Total 26241	11/12/2020			279.46 VOID		
26242	11/12/2020	Lacy Pearce	Refund for Building Permit (Overcharged) #20200373, 11/12	50.00	10	GENERAL
Total 26242	11/12/2020			50.00		
26243	11/12/2020	Platinum Repair Inc.	Refund for Cancelled Permit #20200311, 11/12/2020	634.88	10	GENERAL
Total 26243	11/12/2020			634.88		
26244	11/12/2020	PV Maintenance Inc.	Street&Facility Install Drop Box & Taffic Control Oct20	388.02	10	GENERAL
26244	11/12/2020	PV Maintenance Inc.	Street&Facility Install Drop Box & Taffic Control Oct20	1,849.20	20	GAS TAX
Total 26244	11/12/2020			2,237.22		
26245	11/12/2020	PZL, Inc.	Planning Services for October 2020	3,950.00	10	GENERAL
Total 26245	11/12/2020			3,950.00		
26246	11/12/2020	Riverside County Sheriff Dept. Lake Elsinore	Sheriff's Contract Law 8/27/20 to 9/23/20	127,503.97	10	GENERAL
Total 26246	11/12/2020			127,503.97		
26247	11/12/2020	STAPLES	Office Supplies (Pens, Creamer, Tape, Soap, etc.), 10/25/20	152.03	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2020 Through 11/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 26247	11/12/2020			152.03		
26248	11/12/2020	Syntech Group	IT Services for November 2020	1,937.50	10	GENERAL
26248	11/12/2020	Syntech Group	IT Services for October 2020	1,937.50	10	GENERAL
Total 26248	11/12/2020			3,875.00		
26249	11/12/2020	The Gas Company	Gas Charges for 9/25/20 to 10/28/20	3.49	10	GENERAL
Total 26249	11/12/2020			3.49		
26250	11/12/2020	Time Warner Cable	Digital Converter for City Hall, 10/22/20 to 11/21/20	5.25	10	GENERAL
Total 26250	11/12/2020			5.25		
26251	11/12/2020	Toshiba Financial Services	Monthly Copier Lease for Admin & City Hall, 11/10/20	799.31	10	GENERAL
Total 26251	11/12/2020			799.31		
26252	11/12/2020	Toshiba America Business Solutions	Color & Black/White Monthly Copy Costs 9/26/20 to 10/25/20	342.42	10	GENERAL
Total 26252	11/12/2020			342.42		
26253	11/12/2020	TRI LAKE CONSULTANTS, INC.	Engineering Svcs, Attent RCTC Mtg. September 2020	420.00	20	GAS TAX
Total 26253	11/12/2020			420.00		
26254	11/12/2020	WRCOG	FY 20/21 Solid Waste Cooperation Dues (AB939)	2,721.18	10	GENERAL
Total 26254	11/12/2020			2,721.18		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2020 Through 11/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
26255	11/17/2020	Randall Bonner	Auto Allowance for the month of November 2020 - Bonner	100.00	10	GENERAL
Total 26255	11/17/2020			100.00		
26256	11/17/2020	CDW Government	Laptops for Alternate Emergency Operation Center, 11/16/20	3,661.25	10	GENERAL
Total 26256	11/17/2020			3,661.25 VOID		
26257	11/18/2020	CDW Government	Laptops for Alternate Emergency Operation Center, 11/16/20	3,679.03	10	GENERAL
Total 26257	11/18/2020			3,679.03		
26258	11/24/2020	Aflac	Supplemental Insurance for November 2020	497.96	10	GENERAL
Total 26258	11/24/2020			497.96		
26259	11/24/2020	Bill Blankenship	Economic Development Consulting November 2020	2,500.00	10	GENERAL
Total 26259	11/24/2020			2,500.00		
26260	11/24/2020	California Association of Code Enforcement	Annual Membership Dues for Dickson, 11/1/20	95.00	10	GENERAL
26260	11/24/2020	California Association of Code Enforcement	Webinar on 12/9/20 for Manzano	25.00	10	GENERAL
Total 26260	11/24/2020			120.00		
26261	11/24/2020	Control Pump	Monthly Landscape Booster Station, August 2020	375.00	20	GAS TAX
Total 26261	11/24/2020			375.00		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2020 Through 11/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
26262	11/24/2020	CR&R	Trash Services for Rental Bldg. November 2020	164.80	60	ENTERPR... FUND
26262	11/24/2020	CR&R	Trash Services for Rental Bldg. October 2020	164.80	60	ENTERPR... FUND
Total 26262	11/24/2020			329.60		
26263	11/24/2020	CTAI Pacific Greenscape	Median & Parkways Replace Brass Rain Bird, 11/13/20	970.00	20	GAS TAX
Total 26263	11/24/2020			970.00		
26264	11/24/2020	DATA TICKET	Citation Processing, Code Enforcement October 2020	797.00	10	GENERAL
Total 26264	11/24/2020			797.00		
26265	11/24/2020	Delgado Janitorial Services	Janitorial Services for the month of November 2020	981.50	10	GENERAL
Total 26265	11/24/2020			981.50		
26266	11/24/2020	DIRECTV	Satellite for Fire Station, 11/12/20 to 12/11/20	112.09	10	GENERAL
Total 26266	11/24/2020			112.09		
26267	11/24/2020	John Flippen	Precision Flight Demonstration for Veteran's Day, 11/11/20	3,500.00	10	GENERAL
Total 26267	11/24/2020			3,500.00		
26268	11/24/2020	FRIDAY FLYER	Inviting Sealed RFP Proposals, Roof Rehab 11/20/20	38.85	10	GENERAL
26268	11/24/2020	FRIDAY FLYER	Ordinance No. 2020, 11/20/20	141.75	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2020 Through 11/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 26268	11/24/2020			180.60		
26269	11/24/2020	Frontier Communications	Internet for Fire Station, 11/10/20 to 12/9/20	201.44	10	GENERAL
26269	11/24/2020	Frontier Communications	Phones for Fire Station, 11/13/20 to 12/12/20	381.62	10	GENERAL
Total 26269	11/24/2020			583.06		
26270	11/24/2020	NANCY GREENHALGH	Retiree Health Insurance for December 2020	188.03	10	GENERAL
Total 26270	11/24/2020			188.03		
26271	11/24/2020	Pitney Bowes Global Financial Services, LLC	Postage Machine Lease, 9/13/20 to 12/12/20	175.14	10	GENERAL
Total 26271	11/24/2020			175.14		
26272	11/24/2020	Purchase Power	Postage for 11/4 & 11/12	800.00	10	GENERAL
Total 26272	11/24/2020			800.00		
26273	11/24/2020	Rogers, Anderson, Malody & Scott, LLP	Accounting Services for the month of October 2020	2,755.00	10	GENERAL
Total 26273	11/24/2020			2,755.00		
26274	11/24/2020	Regional Conservation Authority	MSHCP Fees Collected for November 2020	2,234.00	50	AGENCY
Total 26274	11/24/2020			2,234.00		
26275	11/24/2020	JOHN REGUS	Library Lease for December 2020	1,106.86	10	GENERAL
Total 26275	11/24/2020			1,106.86		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2020 Through 11/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
26276	11/24/2020	Special District Risk Management Authority	Dental&Vis. Ecclefield, Mann, Sauseda, Lozano&Ferrari Dec20	471.15	10	GENERAL
Total 26276	11/24/2020			471.15		
26277	11/24/2020	STATE COMP. INS. FUND	Workers Comp Insurance for December 2020	971.33	10	GENERAL
Total 26277	11/24/2020			971.33		
26278	11/24/2020	The Creative Corner	Large Wreath for Veterans Day, 11/11/2020	296.00	10	GENERAL
Total 26278	11/24/2020			296.00		
26279	11/24/2020	Time Warner Cable	Internet for Fire Station, 11/10/20 to 12/9/20	104.98	10	GENERAL
Total 26279	11/24/2020			104.98		
26280	11/24/2020	Toshiba Financial Services	Monthly Copier Lease for Admin & City Hall, 12/10/20	799.31	10	GENERAL
Total 26280	11/24/2020			799.31		
26281	11/24/2020	U. S. Bank	Drop Box at City Hall, EZ Up, Military Banners, 11/6/20	8,128.80	10	GENERAL
26281	11/24/2020	U. S. Bank	Drop Box at City Hall, EZ Up, Military Banners, 11/6/20	52.20	60	ENTERPR... FUND
Total 26281	11/24/2020			8,181.00		
26282	11/24/2020	Verizon Wireless	Cell Phones, 10/4/20 to 11/3/20	206.03	10	GENERAL
26282	11/24/2020	Verizon Wireless	iPads, 10/4/20 to 11/3/20	167.10	10	GENERAL
Total 26282	11/24/2020			373.13		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2020 Through 11/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
EFT232		SOUTHERN CALIFORNIA EDISON	Electricity for Pump Station 9/9/20 to 10/9/20	190.50	20	GAS TAX
Total EFT232				190.50		
EFT233		SOUTHERN CALIFORNIA EDISON	Electricity for City Hall 9/15/20 to 10/15/20	1,018.53	10	GENERAL
Total EFT233				1,018.53		
EFT234		SOUTHERN CALIFORNIA EDISON	Electricity for Traffic Signals 9/15/20 to 10/15/20	199.36	20	GAS TAX
Total EFT234				199.36		
EFT235		SOUTHERN CALIFORNIA EDISON	Electricity for Fire Station 9/15/20 to 10/15/20	580.79	10	GENERAL
Total EFT235				580.79		
EFT236		SOUTHERN CALIFORNIA EDISON	Electricity for Rental (A-D & HM) 9/15/20 to 10/15/20	715.18	60	ENTERPR... FUND
Total EFT236				715.18		
EFT237		SOUTHERN CALIFORNIA EDISON	Electricity for 31526 Ste. 3 8/5/20 to 10/21/20	82.96	10	GENERAL
Total EFT237				82.96		
EFT238		SOUTHERN CALIFORNIA EDISON	Electricity for City Hall Admin 9/21/20 to 10/21/20	264.75	10	GENERAL
Total EFT238				264.75		
EFT239		SOUTHERN CALIFORNIA EDISON	Electricity for Traffic Signals 9/22/20 to 10/22/20	53.57	20	GAS TAX

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2020 Through 11/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total EFT239				53.57		
EFT240		SOUTHERN CALIFORNIA EDISON	Electricity for Traffic Signals 9/21/20 to 10/21/20	8.34	20	GAS TAX
Total EFT240				8.34		
EFT241		SOUTHERN CALIFORNIA EDISON	Electricity for Traffic Signals 9/29/20 to 10/29/20	324.17	20	GAS TAX
Total EFT241				324.17		
EFT242		Sparkletts	Drinking Water for City Hall & Admin Office October 2020	115.46	10	GENERAL
Total EFT242				115.46		
EFT243		ELSINORE VALLEY MUNI WATER DIS	Water for Rental Bldg 9/24/20 to 10/23/20	83.28	60	ENTERPR... FUND
Total EFT243				83.28		
EFT244		ELSINORE VALLEY MUNI WATER DIS	Water for City Hall 9/24/20 to 10/23/20	105.23	10	GENERAL
Total EFT244				105.23		
EFT245		ELSINORE VALLEY MUNI WATER DIS	Water for Fire Station 9/27/20 to 10/27/20	351.87	10	GENERAL
Total EFT245				351.87		
EFT246		ELSINORE VALLEY MUNI WATER DIS	Water for Irrigation 9/27/20 to 10/27/20	808.88	20	GAS TAX
Total EFT246				808.88		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2020 Through 11/30/2020

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Report Total				241,654.98		
				- 4,040.71		VOID CHECKS
				<u>237,614.27</u>		

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

Vendor ID	Invoice Description	Cash Required
Aflac	Supplemental Insurance for November 2020	497.96
Bill Blankenship	Economic Development Consulting November 2020	2,500.00
CACEO	Annual Membership Dues for Dickson, 11/1/20	95.00
	Webinar on 12/9/20 for Manzano	25.00
Control Pump	Monthly Landscape Booster Station, August 2020	375.00
CR&R	Trash Services for Rental Bldg. November 2020	164.80
	Trash Services for Rental Bldg. October 2020	164.80
CTAI	Median & Parkways Replace Brass Rain Bird, 11/13/20	970.00
DATA TICKET	Citation Processing, Code Enforcement October 2020	797.00
Delgado	Janitorial Services for the month of November 2020	981.50
DIRECTV	Satellite for Fire Station, 11/12/20 to 12/11/20	112.09
Flippen	Precision Flight Demonstration for Veteran's Day, 11/11/20	3,500.00
FRIDAY FLYER	Inviting Sealed RFP Proposals, Roof Rehab 11/20/20	38.85
	Ordinance No. 2020, 11/20/20	141.75
Frontier	Phones for Fire Station, 11/13/20 to 12/12/20	381.62
	Internet for Fire Station, 11/10/20 to 12/9/20	201.44
GREENHALGH	Retiree Health Insurance for December 2020	188.03
Pitney Bowes	Postage Machine Lease, 9/13/20 to 12/12/20	175.14
Pitney Bowes - Purchase Power	Postage for 11/4 & 11/12	800.00
RAMS	Accounting Services for the month of October 2020	2,755.00
RCA	MSHCP Fees Collected for November 2020	2,234.00
REGUS	Library Lease for December 2020	1,106.86
SDRMA	Dental&Vis. Ecclefield, Mann, Sauseda, Lozano&Ferrari Dec20	471.15
STATE FUND	Workers Comp Insurance for December 2020	971.33
The Creative	Large Wreath for Veterans Day, 11/11/2020	296.00
Time Warner	Internet for Fire Station, 11/10/20 to 12/9/20	104.98
Toshiba	Monthly Copier Lease for Admin & City Hall, 12/10/20	799.31
US Bank	Drop Box at City Hall, EZ Up, Military Banners, 11/6/20	8,128.80
	Drop Box at City Hall, EZ Up, Military Banners, 11/6/20	52.20
VerizonW	Cell Phones, 10/4/20 to 11/3/20	206.03
	iPads, 10/4/20 to 11/3/20	167.10
Report Total		29,402.74

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

Vendor ID	Invoice Description	Cash Required
CDW	Laptops for Alternate Emergency Operation Center, 11/16/20	3,679.03
Report Total		3,679.03

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

Vendor ID	Invoice Description	Cash Required
Bonner	Auto Allowance for the month of November 2020 - Bonner	100.00
GDW	Laptops for Alternate Emmergency Operation Center, 11/16/20	3,661.25 VOID
Report Total		<u>3,761.25</u> <u>100.00</u>

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

Vendor ID	Invoice Description	Cash Required
ABILA	Monthly Accounting Software Subscription, 11/6/20	122.75
AMERICAN FORENSIC	Sheriff's Blood Draws, 9/30/20	55.00
American Legal	Online Municipal Code, 7/31/2020	484.88
AMP	Rent for Admin Bldg. for the month of December 2020	2,678.00
	Rent for 31526 Railroad Cyn Rd. Ste#4 December 2020	400.00
ANIMAL FRIENDS	Animal Control Services for August 2020	3,500.00
ASAP	Install 13 Veterans Day Banners, 11/11/2020	1,300.00
Bill Blankenship	Economic Development Consulting October 2020	2,500.00
BIO-TOX	Sheriff's Blood Draws, 9/24/20	141.00
	Sheriff's Blood Draws, 9/17/20	92.00
Bonner	Auto Allowance for the month of November 2020 - Bonner	100.00
Carl & Mary Johnson	Refund for 30500 Caliente PL - RRR not completed, 11/12/20	71.00
CL PEST	City Hall Admin General Pest Qtrly, 10/15/20	55.00
	Monthly Pest Control for Fire Station, October 2020	40.00
	Monthly Pest Control for Fire Station, September 2020	40.00
Cole Huber	Attorney Services for Beck vs. City(Writ of Mandate) Aug2020	1,423.94
	Attorney Services for Code Enf. (30112 Red Barn), Aug. 2020	687.66
	Attorney Services for August 2020 (Covid-19)	60.00
	Attorney Services for August 2020	5,095.00
Control Pump	Monthly Landscape Booster Station, October 2020	375.00
	Turned Pump Off due to Low Water, 11/9/20	275.00
	Services Landscape station (Pumps & Motors), 11/9/20	1,275.00
Corelogic	Database for Code Enforcement, October 2020	128.75
	Database for Code Enforcement Reports, October 2020	42.40
CTAI	Landscape Maintenance for Median & Parkways October 2020	3,000.00
	Landscape Maintenance for Fire Station 60 Sept. & Oct. 2020	500.00
DOJ	Sheriff's Blood Analysis, October 2020	70.00
Ehrenkranz	Auto Allowance for the month of November 2020 - Ehrenkranz	100.00
Embroidery	City Shirt - Ferrari, Sweatshirt - Sauseda & Lozano, 10/30	129.67
FRIDAY FLYER	Notice of Election in Spanish, 7/3/20	39.90
	Notice of Election in English, 7/3/20	34.65

VOID

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

Vendor ID	Invoice Description	Cash Required
	Block Grant Applications, 10/16/20	33.75
	Notice of Nominees for Public Office (Spanish), 10/9/20	17.85
	Ordinance No. 201 Peddling & Soliciting, 10/16/20	25.20
	1/2 Page Ad for Veterans Day, 10/30/2020	75.00
	1/2 Page Ad for Veterans Day, 10/23/2020	75.00
	1/2 Page Ad for Veterans Day, 10/16/2020	75.00
	1/2 Page Ad for Veterans Day, 11/6/2020	75.00
GOLDING	Business Cards for Police, 9/30/20	58.49
ICG	Building & Safety Services for September 2020	27,490.74
Jeremy Smith	Auto Allowance for the month of November 2020 - Smith	100.00
Joe's	Hardware Supplies for Fire Station 60, 10/30/20	61.60
Kasey Castillo	Auto Allowance for the month of November 2020 - Castillo	100.00
KCL Group Benefits	Life Insurance for Employee's 11/15/20 to 12/14/20	126.74
Larry Greene	Auto Allowance for the month of November 2020 - Greene	100.00
Lawrence	Door Repairs and Maintenance for Fire Station 60, 10/8/2020	946.91
	Door Repairs & Maintenance for Station 60, 10/14/20	2,257.00
Nate Volk	Video Broadcast Mtg. for 11/4/2020	500.00
Off Road Warehouse	Repaired Sway Bar in 2018 Jeep Wrangler, 11/3/20	279.46 VOID
Pearce	Refund for Building Permit (Overcharged) #20200373, 11/12	50.00
Platinum Repair Inc.	Refund for Cancelled Permit #20200311, 11/12/2020	634.88
PVM	Street&Facility Install Drop Box & Taffic Control Oct20	388.02
	Street&Facility Install Drop Box & Taffic Control Oct20	1,849.20
PZL, Inc.	Planning Services for October 2020	3,950.00
Riv Co Sheriff Dept Lake Elsinore	Sheriff's Contract Law 8/27/20 to 9/23/20	127,503.97
STAPLES	Office Supplies (Pens, Creamer, Tape, Soap, etc.), 10/25/20	152.03
Syntech	IT Services for October 2020	1,937.50
	IT Services for November 2020	1,937.50
The Gas Co	Gas Charges for 9/25/20 to 10/28/20	3.49
Time Warner	Digital Converter for City Hall, 10/22/20 to 11/21/20	5.25
Toshiba	Monthly Copier Lease for Admin & City Hall, 11/10/20	799.31
Toshiba Business Solutions, USA	Color & Black/White Monthly Copy Costs 9/26/20 to 10/25/20	342.42

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

Vendor ID	Invoice Description	Cash Required
TRI LAKE	Engineering Svcs, Attent RCTC Mtg. September 2020	420.00
WRCOG	FY 20/21 Solid Waste Cooperation Dues (AB939)	2,721.18
Report Total		199,909.09
		- 379.46
		<u>199,529.63</u>

Labor Distribution

City of Canyon Lake
Company (10756)

Check Date: 11/13/2020
Process: 2020111301
Period: 11/01/2020 to 11/15/2020

Department: (20)City Employees

Code	Earning	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Taxable	Amount
125CO	125 Cash		472.54	PTAXF Pre-Tax P.	CA	299.66	California SI	4453.71	184.62	CA ETT CA Edu & Ti	CA	0.00	0.00	
102	Hol Holiday	6.00	0.00		CASDI CA SDI - Err			4753.37	47.53	CASUI California SI	CA	0.00	0.00	
4280.83	Reg Regular		4280.83		FITW Federal Incoi			4453.71	519.90	MED-R Medicare - E	CA	4753.37	68.93	
	Vac Vacation	9.50	0.00		MED Medicare			4753.37	68.92		CA			
	Total Earnings	15.50	4753.37	Total Deductions		299.66			820.97				68.93	
	Total Employer Taxes													
125CO	125 Cash		1088.78		CA		California SI	1088.78	16.41	CA ETT CA Edu & Ti	CA	0.00	0.00	
106	Reg Regular	50.50	1088.78		CASDI CA SDI - Err			1088.78	10.89	CASUI California SI	CA	0.00	0.00	
21.5600					FITW Federal Incoi			1088.78	59.29	MED-R Medicare - E	CA	1088.78	15.79	
	Total Earnings	50.50	1088.78	Total Deductions		0.00			102.38				15.79	
	Total Employer Taxes													
125CO	125 Cash		760.95		CA		California SI	760.95	7.29	CA ETT CA Edu & Ti	CA	0.00	0.00	
114	Reg Regular	44.50	760.95		CASDI CA SDI - Err			760.95	7.61	CASUI California SI	CA	0.00	0.00	
17.1000					FITW Federal Incoi			760.95	20.80	MED-R Medicare - E	CA	760.95	11.03	
	Total Earnings	44.50	760.95	Total Deductions		70.72			46.73				11.03	
	Total Employer Taxes													
125CO	125 Cash		186.93		CA		California SI	186.93	1.66	CA ETT CA Edu & Ti	CA	0.00	0.00	
115	Hol Holiday	6.00	0.00		CASDI CA SDI - Err			186.93	1.66	CASUI California SI	CA	0.00	0.00	
2129.17	Reg Regular		2129.17		FITW Federal Incoi			186.93	190.46	MED-R Medicare - E	CA	186.93	33.58	
	Total Earnings	6.00	2129.17	Total Deductions		143.72			320.81				33.58	
	Total Employer Taxes													
125CO	125 Cash		166.99		CA		California SI	166.99	1.66	CA ETT CA Edu & Ti	CA	0.00	0.00	
117	Hol Holiday	6.00	0.00		CASDI CA SDI - Err			166.99	1.66	CASUI California SI	CA	0.00	0.00	
2604.17	Reg Regular		2604.17		FITW Federal Incoi			166.99	190.46	MED-R Medicare - E	CA	166.99	33.58	
	Total Earnings	6.00	2604.17	Total Deductions		143.72			320.81				33.58	
	Total Employer Taxes													
125CO	125 Cash		184.31		CA		California SI	184.31	1.66	CA ETT CA Edu & Ti	CA	0.00	0.00	
111	Hol Holiday	6.00	0.00		CASDI CA SDI - Err			184.31	1.66	CASUI California SI	CA	0.00	0.00	
6875.00	Reg Regular		6875.00		FITW Federal Incoi			184.31	190.46	MED-R Medicare - E	CA	184.31	33.58	
	Total Earnings	6.00	6875.00	Total Deductions		175.78			466.22				40.18	
	Total Employer Taxes													
125CO	125 Cash		527.74		CA		California SI	527.74	5.27	CA ETT CA Edu & Ti	CA	0.00	0.00	
108	Hol Holiday	6.00	0.00		CASDI CA SDI - Err			527.74	5.27	CASUI California SI	CA	0.00	0.00	
3325.00	Reg Regular		3325.00		FITW Federal Incoi			527.74	1273.17	MED-R Medicare - E	CA	527.74	103.45	
	Total Earnings	6.00	3325.00	Total Deductions		464.06			1904.27				103.45	
	Total Employer Taxes													
125CO	125 Cash		3852.74		CA		California SI	3852.74	38.53	CA ETT CA Edu & Ti	CA	0.00	0.00	
108	Hol Holiday	6.00	0.00		CASDI CA SDI - Err			3852.74	38.53	CASUI California SI	CA	0.00	0.00	
3325.00	Reg Regular		3325.00		FITW Federal Incoi			3852.74	286.02	MED-R Medicare - E	CA	3852.74	55.86	
	Total Earnings	15.50	3852.74	Total Deductions		298.75			466.46				55.86	
	Total Employer Taxes													

Labor Distribution

City of Canyon Lake
Company (10756)

Check Date: 11/13/2020
Process: 2020111301
Period: 11/01/2020 to 11/15/2020

Department: (20)City Employees Total

Code	Earning	Hours	Amount	Deduction Code	Code	Amount	Tax Code	Code	Amount	Tax Code	Amount	Taxable Amount	Taxable Amount	Tot Liab	Net Amt
7	Code														
4	125CO 125 Cash		1538.51	457B	457B EE	123.07	CA	California SI	1012.05	CAETT	CA Edu & T	0.00	0.00		
3	ELECTI Reimburs		75.00	AflacP	Aflac Post	13.65	CASDI	CA SDI - Err	15543.10	CASUI	California SI	0.00	0.00	Gross	22677.41
	Hol Holiday	30.00	0.00	PTAXI	Pre-Tax P.	532.41	FITW	Federal Inco	21238.37	MED-R	Medicare - E	22677.41	328.82	Tot Liab	23006.23
	Reg Regular	95.00	21063.90	PTXPE	Pre-Tax P.	783.56	MED	Medicare	22677.41					Net Amt	17096.88
	Vac Vacation	19.00	0.00												
	Total Earnings	144.00	22677.41	Total Deductions		1452.69			4127.84	Total Employer Taxes		328.82			

Department: (30)Special Enforcement Team

Code	Earning	Hours	Amount	Deduction Code	Code	Amount	Tax Code	Code	Amount	Tax Code	Amount	Taxable Amount	Taxable Amount	Tot Liab	Net Amt
	Hol Holiday	9.50	256.02	457B	457B EE	50.00	CA	California SI	1732.20	CAETT	CA Edu & T	0.00	0.00		
	Reg Regular	66.50	1792.18	MEDI	Health Ins	127.75	CASDI	CA SDI - Err	1920.45	CASUI	California SI	0.00	0.00	Gross	2048.20
				PTXPE	Pre-Tax P.	138.25	FITW	Federal Inco	1732.20	MED-R	Medicare - E	1920.45	27.85	Tot Liab	2076.05
	Total Earnings	76.00	2048.20	Total Deductions		316.00			227.41	Total Employer Taxes		27.85			
	125CO 125 Cash		477.29	PTAXI	Pre-Tax P.	174.50	CA	California SI	2795.59	CAETT	CA Edu & T	0.00	0.00		
	Hol Holiday	9.50	311.60						2970.09	CASUI	California SI	0.00	0.00	Gross	2970.09
	Reg Regular	66.50	2181.20						2795.59	MED-R	Medicare - E	2970.09	43.07	Tot Liab	3013.16
	Total Earnings	76.00	2970.09	Total Deductions		174.50			469.14	Total Employer Taxes		43.07			
	Reg Regular	19.00	554.04						554.04	CAETT	CA Edu & T	0.00	0.00		
									554.04	CASUI	California SI	0.00	0.00	Gross	554.04
									554.04	MED-R	Medicare - E	554.04	8.03	Tot Liab	562.07
	Total Earnings	19.00	554.04	Total Deductions		0.00			53.15	Total Employer Taxes		8.03			
	125CO 125 Cash		499.58	PTXPE	Pre-Tax P.	143.79	CA	California SI	2486.08	CAETT	CA Edu & T	0.00	0.00		
	Hol Holiday	9.50	266.29						2629.87	CASUI	California SI	0.00	0.00	Gross	2629.87
	Reg Regular	57.00	1597.71						2486.08	MED-R	Medicare - E	2629.87	38.13	Tot Liab	2668.00
	Sick Sick	9.50	266.29						2629.87					Net Amt	2144.58
	Total Earnings	76.00	2629.87	Total Deductions		143.79			341.50	Total Employer Taxes		38.13			
	Reg Regular	5.00	140.15	PTXPE	Pre-Tax P.	9.46	CA	California SI	130.69	CAETT	CA Edu & T	0.00	0.00		
									140.15	CASUI	California SI	0.00	0.00	Gross	140.15
									130.69	MED-R	Medicare - E	140.15	2.03	Tot Liab	142.18
	Total Earnings	5.00	140.15	Total Deductions		9.46			3.43	Total Employer Taxes		2.03			

Labor Distribution

City of Canyon Lake

Company (10756)

Check Date: 11/13/2020
 Process: 2020111301
 Period: 11/01/2020 to 11/15/2020

11/07/2020 Council Agenda

Department: (30)Special Enforcement Team Total

Employees	5	Code	Earning	Hours	Amount	Code	Deduction	Amount	Code	Tax	Amount	Code	Tax	Amount	Taxable	Taxable	Amount	Amount
Female	3	125CO	125 Cash		976.87	457B	457B EE	50.00	CA	California ST	7698.60	CAETT	CA Edu & T	240.03	0.00	0.00	0.00	
Male	2	Hol	Holiday	28.50	833.91	MEDI	Health Ins	127.75	CASDI	CA SDI - Eir	8214.60	CASUI	California ST	82.13	0.00	0.00	0.00	Gross
		Reg	Regular	214.00	6265.28	PTAXI	Pre-Tax P.	174.50	FITW	Federal Inco	7698.60	MED-R	Medicare - E	653.36	8214.60	119.11	119.11	Tot Liab
		Sick	Sick	9.50	266.29	PTXPE	Pre-Tax P.	291.50	MED	Medicare	8214.60			119.11				Net Amt
		Total Earnings		252.00	8342.35	Total Deductions		643.75	Total Employer Taxes		1094.63	Total Employer Taxes		119.11				8342.35

Report Total

Employees	12	Code	Earning	Hours	Amount	Code	Deduction	Amount	Code	Tax	Amount	Code	Tax	Amount	Taxable	Taxable	Amount	Amount
Female	7	125CO	125 Cash		2515.38	457B	457B EE	173.07	CA	California ST	28936.97	CAETT	CA Edu & T	1252.08	0.00	0.00	0.00	
Male	5	ELECT	Reimburs		75.00	AflacP	Aflac Post	13.65	CASDI	CA SDI - Eir	23757.70	CASUI	California ST	237.56	0.00	0.00	0.00	Gross
		Hol	Holiday	58.50	833.91	MEDI	Health Ins	127.75	FITW	Federal Inco	28936.97	MED-R	Medicare - E	3284.90	30892.01	447.93	447.93	Tot Liab
		Reg	Regular	309.00	27329.18	PTAXI	Pre-Tax P.	706.91	MED	Medicare	30892.01			447.93				Net Amt
		Sick	Sick	9.50	266.29	PTXPE	Pre-Tax P.	1075.06										
		Vac	Vacation	19.00	0.00													
		Total Earnings		396.00	31019.76	Total Deductions		2096.44	Total Employer Taxes		5222.47	Total Employer Taxes		447.93				31019.76

Chris Mann
 Chris Mann, City Manager

11-17-20
 Date

Labor Distribution

City of Canyon Lake
Company (10756)

Check Date: 10/30/2020
Process: 2020103001
Period: 10/16/2020 to 10/31/2020

Department: (20)City Employees

Code	Earning	Hours	Amount	Deduction Code	Amount	Code	Tax	Amount	Code	Tax	Amount	Taxable	Tax	Amount	Taxable	Amount	
125CO	125 Cash		472.54	PTAXI Pre-Tax P.	299.66	CA	California SI	184.62	CAETT CA Edu & T	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
102	Reg Regular		4280.83			CASDI CA SDI - Err		47.53	CASUI California SI		0.00	0.00		0.00	0.00	4753.37	
4280.83	Sick	13.00	0.00			FITW Federal Incoi		519.90	MED-R Medicare - E		4753.37	68.92		68.92	4753.37	68.92	
						MED Medicare		68.92									3632.74
	Total Earnings	13.00	4753.37	Total Deductions	299.66			820.97	Total Employer Taxes			68.92					
125CO	125 Cash		980.98			CA	California SI	13.39	CAETT CA Edu & T	0.00	0.00	0.00		0.00	0.00	0.00	
106	Reg Regular	45.50	980.98			CASDI CA SDI - Err		9.81	CASUI California SI		0.00	0.00		0.00	0.00	980.98	
21.5600						FITW Federal Incoi		48.51	MED-R Medicare - E		980.98	14.22		14.22	980.98	14.22	
						MED Medicare		14.23									895.04
	Total Earnings	45.50	980.98	Total Deductions	0.00			85.94	Total Employer Taxes			14.22					

Code	Earning	Hours	Amount	Deduction Code	Amount	Code	Tax	Amount	Code	Tax	Amount	Taxable	Tax	Amount	Taxable	Amount	
125CO	125 Cash		701.10	457B EE	52.58	CA	California SI	6.07	CAETT CA Edu & T	0.00	0.00	0.00		0.00	0.00	0.00	
114	Reg Regular	41.00	701.10	AflacP Aflac Post	13.65	CASDI CA SDI - Err		7.01	CASUI California SI		0.00	0.00		0.00	0.00	701.10	
17.1000						FITW Federal Incoi		15.27	MED-R Medicare - E		701.10	10.17		10.17	701.10	10.17	
						MED Medicare		10.17									596.35
	Total Earnings	41.00	701.10	Total Deductions	66.23			38.52	Total Employer Taxes			10.17					

Code	Earning	Hours	Amount	Deduction Code	Amount	Code	Tax	Amount	Code	Tax	Amount	Taxable	Tax	Amount	Taxable	Amount	
125CO	125 Cash		166.99	PTXPE Pre-Tax P.	175.78	CA	California SI	116.42	CAETT CA Edu & T	0.00	0.00	0.00		0.00	0.00	0.00	
115	Reg Regular		2604.17			CASDI CA SDI - Err		27.71	CASUI California SI		0.00	0.00		0.00	0.00	2316.10	
2129.17	Sick	0.50	0.00			FITW Federal Incoi		281.90	MED-R Medicare - E		2771.16	40.18		40.18	2771.16	40.18	
	Vac	9.50	0.00			MED Medicare		40.18									1851.57
	Total Earnings	0.00	2316.10	Total Deductions	143.72			320.81	Total Employer Taxes			33.58					

Code	Earning	Hours	Amount	Deduction Code	Amount	Code	Tax	Amount	Code	Tax	Amount	Taxable	Tax	Amount	Taxable	Amount	
125CO	125 Cash		184.31	PTXPE Pre-Tax P.	464.06	CA	California SI	527.65	CAETT CA Edu & T	0.00	0.00	0.00		0.00	0.00	0.00	
111	Auto Auto Allo		75.00			CASDI CA SDI - Err		0.00	CASUI California SI		0.00	0.00		0.00	0.00	7134.31	
6875.00	MGTL Managem	8.00	0.00			FITW Federal Incoi		1273.17	MED-R Medicare - E		7134.31	103.45		103.45	7134.31	103.45	
	Reg Regular		6875.00			MED Medicare		103.45									4765.98
	Vac	1.50	0.00														
	Total Earnings	9.50	7134.31	Total Deductions	464.06			1904.27	Total Employer Taxes			103.45					

Code	Earnings	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Taxable	Tax	Code	Amount	Taxable	Amount
125CO	125 Cash		527.74	457B EE	CA	66.00	California SI	3553.99	CA ETT	CA Edu & T		86.05	0.00	0.00		0.00	0.00	0.00
ADML	Admin Le	0.50	0.00	PTAXI Pre-Tax P.	CASDI	232.75	CA SDI - Err	3852.74	CASUI	California SI		38.53	0.00	0.00		0.00	0.00	3852.74
Reg	Regular		3325.00		FITW		Federal Inco	3553.99	MED-R	Medicare - E		286.02	3852.74			55.86		3908.60
					MED		Medicare	3852.74				55.87						3087.52
Total Earnings			0.50	3852.74	Total Deductions	298.75	Total Employee Taxes	466.47	Total Employer Taxes	55.86								

Department: (20)City Employees Total

Code	Earnings	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Taxable	Tax	Code	Amount	Taxable	Amount
7	Code	Earnings	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Taxable	Amount
4	125CO	125 Cash	0.50	1538.51	457B EE	CA	118.58	California SI	21075.21	CA ETT	CA Edu & T		1007.81	0.00		0.00	0.00	0.00
3	ADML	Admin Le	0.50	0.00	AflacP	Aflac Post	15375.45	California SI	15375.45	CASUI	California SI		153.75	0.00		0.00	0.00	22509.76
	Auto	Auto Allo		75.00	PTAXI Pre-Tax P.	FITW	532.41	Federal Inco	21075.21	MED-R	Medicare - E		2615.23	326.38				22836.14
	MGTL	Managem	8.00	0.00	PTXPE Pre-Tax P.	MED	783.56	Medicare	22509.76				326.40					16958.37
	Reg	Regular	86.50	20896.25														
	Sick	Sick	13.50	0.00														
	Vac	Vacation	11.00	0.00														
Total Earnings			119.50	22509.76	Total Deductions	1448.20	Total Employee Taxes	4103.19	Total Employer Taxes	326.38								

Department: (30)Special Enforcement Team

Code	Earnings	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Taxable	Tax	Code	Amount	Taxable	Amount
Reg	Regular	76.00	2048.20	457B EE	CA	50.00	California SI	1732.20	CA ETT	CA Edu & T		48.46	0.00		0.00	0.00	0.00	2048.20
104				MED I	Health Ins	127.75	CA SDI - Err	1920.45	CASUI	California SI		19.21	0.00		0.00	0.00	0.00	2076.05
26.9500				PTXPE Pre-Tax P.	FITW	138.25	Federal Inco	1732.20	MED-R	Medicare - E		131.91	1920.45			27.85		2076.05
					MED		Medicare	1920.45				27.85						1504.77
Total Earnings			76.00	2048.20	Total Deductions	316.00	Total Employee Taxes	227.43	Total Employer Taxes	27.85								

Code	Earnings	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Taxable	Tax	Code	Amount	Taxable	Amount
Reg	Regular	76.00	477.29	PTAXI Pre-Tax P.	CA	174.50	California SI	2795.59	CA ETT	CA Edu & T		136.86	0.00		0.00	0.00	0.00	2970.09
101					CASDI	29.70	CA SDI - Err	2970.09	CASUI	California SI		29.70	0.00		0.00	0.00	0.00	2970.09
32.8000				PTXPE Pre-Tax P.	FITW	2492.80	Federal Inco	2795.59	MED-R	Medicare - E		259.51	2970.09			43.07		3013.16
					MED		Medicare	2970.09				43.07						2326.45
Total Earnings			76.00	2970.09	Total Deductions	174.50	Total Employee Taxes	469.14	Total Employer Taxes	43.07								

Code	Earnings	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Taxable	Tax	Code	Amount	Taxable	Amount
Reg	Regular	31.00	903.96		CA	11.69	California SI	903.96	CA ETT	CA Edu & T		11.69	0.00		0.00	0.00	0.00	903.96
113					CASDI	9.04	CA SDI - Err	903.96	CASUI	California SI		9.04	0.00		0.00	0.00	0.00	917.07
29.1600					FITW	81.25	Federal Inco	903.96	MED-R	Medicare - E		81.25	903.96			13.11		788.87
					MED		Medicare	903.96				13.11						
Total Earnings			31.00	903.96	Total Deductions	0.00	Total Employee Taxes	115.09	Total Employer Taxes	13.11								

Code	Earnings	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Tax	Code	Amount	Taxable	Tax	Code	Amount	Taxable	Amount
Reg	Regular	76.00	499.58	PTXPE Pre-Tax P.	CA	143.79	California SI	2486.07	CA ETT	CA Edu & T		54.71	0.00		0.00	0.00	0.00	2629.86
98					CASDI	26.30	CA SDI - Err	2629.86	CASUI	California SI		26.30	0.00		0.00	0.00	0.00	2667.99
28.0500				PTXPE Pre-Tax P.	FITW	222.37	Federal Inco	2486.07	MED-R	Medicare - E		222.37	2629.86			38.13		2144.55
					MED		Medicare	2629.86				38.14						
Total Earnings			76.00	2629.86	Total Deductions	143.79	Total Employee Taxes	341.52	Total Employer Taxes	38.13								

Labor Distribution

City of Canyon Lake

Company (10756)

Check Date: 10/30/2020
 Process: 2020103001
 Period: 10/16/2020 to 10/31/2020

11/07/2020

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

Department: (50)Council Members Total

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Taxable	Amount	Taxable	Amount	Taxable	Amount			
1	Reg Regular		1500.00		CA	California SI		1500.00	CA	CAETT	CA Edu & T	1500.00	1500.00	1.50	1500.00	1.50			
4					FITW	Federal Inco		1500.00	FITW	CASUI	California SI	81.00	1500.00	81.00	1500.00	81.00			
					MED	Medicare		1500.00	MED	MED-R	Medicare - E	21.75	1500.00	21.75	1500.00	21.75			
Total Earnings													1500.00	Total Deductions	0.00	Total Employee Taxes	21.75	Total Employer Taxes	104.25

Report Total

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Taxable	Amount	Taxable	Amount	Taxable	Amount			
8	125CO 125 Cash		2515.38	457B EE	CA	California SI	168.58	CA	CAETT	CA Edu & T	1500.00	1500.00	1500.00	1.50	1500.00	1.50			
9	ADML Admin Le	0.50	0.00	AflacP	CASDI	CA SDI - Eir	13.65	CASUI	CASUI	California SI	239.67	239.67	1500.00	81.00	1500.00	81.00			
	Auto Auto Allo		75.00	MEDL	FITW	Federal Inco	127.75	MED-R	MED-R	Medicare - E	30649.86	3310.27	32602.30	472.73	32602.30	472.73			
	MGTL' Managem	8.00	0.00	PTAXI	MED	Medicare	706.91				472.76	472.76							
	Reg Regular	351.50	30139.67	PTXPE			1076.95												
	Sick Sick	13.50	0.00	Pre-Tax P															
	Vac Vacation	11.00	0.00	Pre-Tax P															
Total Earnings													384.50	Total Deductions	2093.84	Total Employee Taxes	5282.24	Total Employer Taxes	555.23

Chris Mann
 Chris Mann, City Manager
 11-2-20
 Date

Credit Card Review

U S BANK Statement dated 11/6/20

ITEM #	CREDITOR	DESCRIPTION	AMOUNT	ACCOUNT
1	Amazon	Under Armour Women's Tactical Patrol Pants for Code Enforcement Refund	\$ (86.19)	10-520-6220
2	Amazon	Tactical Women's Stryke Pants for Code Enforcement	\$ 80.80	10-520-6220
3	Amazon Prime	Monthly Prime Membership Fee	\$ 14.00	10-310-6210
4	Amazon	Large Package Delivery Parcel Mail Drop Box at City Hall	\$ 261.28	10-550-6610
5	Image Matters	Logo Mat with Canyon Lake Design for Drop Box at City Hall	\$ 270.00	10-550-6610
6	Microsoft	Emergency Preparedness Monthly Emails	\$ 44.00	10-425-6210
7	Microsoft	Microsoft 365 Monthly Fee - Business Premium for iCloud	\$ 380.00	10-310-6210
8	Amazon	Folding A-Frame - Sidewalk Sign for 2020 Election	\$ 113.13	10-320-6610
9	Microsoft	Microsoft 365 Monthly Fee - Business Standard Emails	\$ 200.00	10-310-6210
10	Staples	24x36 Vertical Matte Adhesive Material for A-Frame's - 2020 Election	\$ 85.09	10-320-6610
11	Amazon	Dual Monitor Mount Stand for Computers - Disputed & Refunded in Nov.	\$ 64.64	10-310-6210
12	Red Robin	Working Lunch for ICMA Training	\$ 79.36	10-310-6510
13	Arlo Technologies	Monthly Camera Service - City Hall	\$ 9.99	10-550-6610
14	Amazon	USB Fast Charging Nylon Braided Cable for Web Camera in Admin Office	\$ 23.69	10-310-6210
15	Amazon	Tactical Women's Stryke Pants for Code Enforcement	\$ 88.94	10-520-6220
16	MinuteKey	Copies of Keys for 31542 Building - Inside Restroom Keys	\$ 26.10	60-560-6210
17	MinuteKey	Copies of Keys for 31542 Building - Outside Restroom Keys	\$ 26.10	60-560-6210
18	Staples	Refund for Shipping Costs for the Vertical Matte Adhesive Material for 2020 Election	\$ (26.92)	10-320-6610
19	Amazon	Folding A-Frame - Sidewalk Sign for 2020 Election	\$ 102.35	10-320-6610
20	Staples Direct	Adhesive Posters for 2020 Election	\$ 143.28	10-320-6610
21	Arlo Technologies	Monthly Camera Service - City Hall Admin	\$ 14.99	10-550-6610
22	Contractor Resource	2019 California Fire Code Turbo Tabs	\$ 19.84	10-520-6220
23	Lowes	Office Supplies - Cable Ties	\$ 13.03	10-310-6210
24	Amazon	Safety Reusable Face Shields - Full Face Protection	\$ 47.38	10-310-6210
25	International Code Council	2 Years of Membership	\$ 247.00	10-360-6220
26	Lowes	Office Supplies - Table and Chairs for 2020 Election	\$ 185.20	10-320-6610
27	Amazon	Audio Converter Cable	\$ 14.54	10-310-6210
28	Off Road Warehouse	Sway Bar Repair on 2018 Jeep Wrangler	\$ 279.46	10-520-6415
29	Best Buy	Rocketfish Optical Cable	\$ 43.49	10-310-6210
30	MinuteKey	Office Supplies - Copy Key for Ferrari	\$ 4.35	10-310-6210
31	MinuteKey	Office Supplies - Copy Key for Ferrari	\$ 4.35	10-310-6210
32	The Canyon Cowboy	Lunch Meeting - Chris Mann & Bailey Ward	\$ 38.76	10-310-6510
33	Buffalo Wild Wings	Working Lunch - Mann, Borja, Sauseda & Ferrari	\$ 64.38	10-310-6510
34	Adobe	Monthly Subscription - Mann	\$ 14.99	10-310-6210
35	Hana Sushi	Working Lunch - Mann & Blankenship	\$ 70.35	10-310-6510
36	International E-Z Up	E-Z Up with City Logo for City Events	\$ 2,427.07	10-320-6610
37	Zoom	Monthly Subscription for Virtual Meetings	\$ 14.99	10-310-6210
38	Buffalo Wild Wings	Working Lunch - Mann, Borja, & Dickson	\$ 58.35	10-310-6510
39	Amazon	Office Supplies - Device to Stop Chain from Sinking in CM Office	\$ 17.19	10-310-6210
40	Buffalo Wild Wings	Working Lunch - Mann, Borja, Lozano & Sauseda	\$ 61.11	10-310-6510
41	Stater Brothers	Office Supplies - Water & Soda	\$ 63.28	10-310-6210
42	Chipotle	Dinner for Council Meeting 10/7/20	\$ 104.40	10-100-6225
43	Stater Brothers	Office Supplies - Water	\$ 6.54	10-310-6210
44	Awthentik	13 Military Banners and Pole Banner Hardware Set	\$ 1,565.53	10-320-6511
45	Red Robin	Working Lunch - Sauseda, Day & Enriquez	\$ 66.00	10-320-6510
46	Tommy Express	Car Wash for City Vehicles	\$ 102.95	10-520-6415
47	Adobe	Annual Membership for City Clerk	\$ 179.88	10-320-6220
48	International Institute of Council	City Clerk Annual Membership	\$ 185.00	10-320-6520
49	PayPal - Canyon Lake Insider	Two Week Veterans Day Ad	\$ 150.00	10-100-6830
50	Jersey Mikes	Election Night Dinner - Nov. 3rd 2020 Election	\$ 34.62	10-320-6610
51	Chipotle	Dinner for Council Meeting 11/4/20	\$ 107.72	10-100-6225
52	Five Guys	Election Night Dinner - Nov. 3rd 2020 Election	\$ 10.10	10-320-6610
53	Stater Brothers	Office Supplies - Diet Coke	\$ 64.52	10-310-6210

Late Fee \$ 10-310-6965

\$ 8,181.00

Account Breakdown

City Council Dept. Expense	10-100-6220	
City Council Meeting Expense	10-100-6225	\$ 212.12
Council Meeting/Travel Expense	10-100-6510	
Council Special Dept. Expense	10-100-6520	
Promotion and Advertising	10-100-6830	\$ 150.00
City Manager Office Expense	10-310-6210	\$ 1,206.46
Conference/Meeting/Travel Expense	10-310-6510	\$ 372.31
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	\$ 179.88
City Clerk Dues	10-320-6520	\$ 66.00
Professional/Specialized Services	10-320-6610	\$ 185.00
City Clerk Training and Education	10-320-6710	\$ 2,858.44
City Clerk Military Banner Program	10-320-6511	
Finance Office Expense and Supplies	10-330-6210	\$ 1,565.53
Building & Safety Departmental Expense	10-360-6220	
Law Enforcement Specialized Services	10-410-6610	\$ 247.00
Fire & Medical Department Expense	10-420-6220	
Emergency Preparedness Office Supplies	10-425-6210	\$ 44.00
Emergency Preparedness Departmental Expense	10-425-6220	
Code Enforcement Supplies	10-520-6210	
Special Enforcement Misc. Expense	10-520-6220	\$ 103.39
Code Enforcement Vehicle Equipment	10-520-6410	
Vehicle Maintenance	10-520-6415	\$ 382.41
Code Enforcement Membership Dues	10-520-6520	
Code Enforcement Training	10-520-6710	
Building & Facilities Maintenance	10-550-6610	\$ 556.26
Building & Facilities Maint. Capital Outlay	10-550-8000	
Building & Facilities Maint. Furniture & Equip.	10-550-8007	
Gas Tax Landscape Maintenance	20-520-6720	
Rental Office Expense	60-560-6210	\$ 52.20
		\$ 8,181.00

Check Figure \$

**Copies for City Council
as directed by
the Finance Committee
Page 47**

Home | Profile | Reporting | My CalPERS | My CalPERS | My CalPERS | My CalPERS

Manage Reports | My CalPERS | Payroll Schedule | Out-of-Class Validation | Member Requests | Health Reconciliation | Retirement Appoint

Name: City of Canyon Lake CalPERS ID: 3813045770

Payment Request Approved

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: \$4,072.18

Payment Summary

Payment Confirmation Number	Payment Confirmation Date	Receipt Number	Payment Description	Payment Method	Payment Account	Selected Payment Amount
1001709696	11/18/2020	100000016213688	Employer Contribution, PEPR, 26189, CalPERS, 11/01/2020 - 11/15/2020	EFT - Debit	Citizens Business Bank -5402	\$2,306.53
1001709697	11/18/2020	100000016211335	Employer Contribution, Classic, 1684, CalPERS, 11/01/2020 - 11/15/2020	EFT - Debit	Citizens Business Bank -5402	\$1,765.65

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Build: v9.0.0.a Baseline: 201007_081256_v9.0_Int.6637 UID: 318

Home Profile Reporting **Payment Confirmation** MyCalPERS 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 Accepted

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

Payment Setup Total

Total Payment Amount: \$4,076.24

Payment Summary

Payment Confirmation Number	Payment Authorization Date	Receivable ID	Gettable Date Description	Payment Method	Payment Account Name	Selected Payment Amount
1001700640	11/03/2020	100000016174550	Employer Contribution, PEPR, 26189, CalPERS, 10/16/2020 - 10/31/2020	EFT - Debit	Citizens Business Bank -5402	\$2,310.59
1001700641	11/03/2020	100000016174511	Employer Contribution, Classic, 1684, CalPERS, 10/16/2020 - 10/31/2020	EFT - Debit	Citizens Business Bank -5402	\$1,765.65

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Build: v9.0.0.a Baseline: 201007_081256_v9.0_Int.6637 UID: 318

(M)

Reporting

Manage Reports

Payroll Schedule

Out-of-Class Validation

Member Requests

Health Reconciliation

Retirement Appointr

Name: City of Canyon Lake

CaIPERS ID: 3813045770



Your request for payment has been accepted

- To generate the employer payment report, please click the print button. [Print](#)
- 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.



Total Payment Amount: \$3,277.30



1001699348	11/02/2020	100000016202322	Health PA Billing - PERS	EFT - Debit	Citizens Business Bank -5402	\$3,277.30
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Build: v9.0.0.a Baseline: 201007_081256_v9.0_Int.6637 UID: 318

cm

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: **11/04/2020**

Submission time: **07:09 PM**

Pay period end date: **10/31/2020**

Payment method: **Debit ACH**

Bank routing number: **122234149**

Bank account number: **245125402**

Contributions payment amount: **\$232.00**

Contributions count: **2**

Draft date: **11/06/2020**

CM

Nationwide Retirement Solutions and Nationwide Life Insurance Company (collectively "Nationwide") have endorsement relationships with the National Council on Public Employees, the National Education Association, and the National Labor Relations Board.

Nationwide may receive payments from mutual funds or their affiliates in connection with certain investment options.

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

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: **11/04/2020**

Submission time: **07:10 PM**

Pay period end date: **10/31/2020**

Payment method: **Debit ACH**

Bank routing number: **122234149**

Bank account number: **245125402**

Contributions payment amount: **\$105.81**

Contributions count: **1**

Draft date: **11/06/2020**

Nationwide Retirement Solutions and Nationwide Life Insurance Company (collectively "Nationwide") have endorsement relationships with the [redacted], the [redacted], and the [redacted].

Nationwide may receive payments from mutual funds or their affiliates in connection with certain investment options.

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 [redacted].

Investment Reports

CITIZENSTRUST™

PO Box 2549

Rancho Cucamonga, CA 91729-2549

Return Service Requested

000000041 MCBB1000110520885056 01 000000 41 004



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

NOV 16 2020

NOV 16 2020

BY: _____

STATEMENT FOR THE PERIOD FROM 10/01/2020 TO 10/31/2020
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.



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




Account Statement

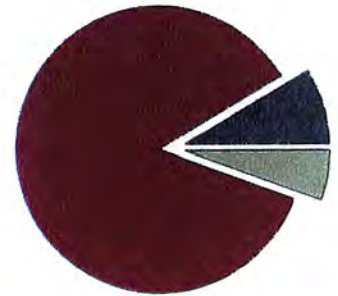
Account Number: 1035003119
 October 01, 2020 To October 31, 2020

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	10/01/2020	10/31/2020	% Of Account
 CASH & CASH EQUIVALENTS	208,360.17	238,693.49	8.6%
 FIXED INCOME	2,415,162.25	2,385,456.85	85.7%
 MISCELLANEOUS	158,409.00	158,026.50	5.7%
Total	2,781,931.42	2,782,176.84	100.0%



Activity Summary

	This Period	Year To Date	Realized Capital Gains / Losses	
			This Period	Year To Date
Beginning Market Value	2,781,931.42	2,740,120.38		
Income	5,789.36	41,864.31	Long Term	385.00
Asset Activity	25,000.00	440,523.45	Total Gains / Losses	385.00
Fees	456.04	4,611.54		
Cash Management	30,333.32	403,270.68		
Change In Market Value	245.42	42,056.46		
Ending Market Value	2,782,176.84	2,782,176.84		



Account Statement

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

Portfolio Statement

Quantity	Description	Market Value	Cost Basis
Cash & Cash Equivalents			
Cash Equivalents			
Unclassified			
238,693.490	31607A703 FIDELITY GOVERNMENT PORTFOLIO	238,693.49	238,693.49
	Total Unclassified	238,693.49	238,693.49
Total	Cash Equivalents	238,693.49	238,693.49
Total	Cash & Cash Equivalents	238,693.49	238,693.49
Fixed Income			
Taxable			
100,000.000	24422ERE1 JOHN DEERE CAPITAL CORP SERIES MTN DTD 07/12/2011 3.9% 07/12/2021	102,549.00	102,099.11
100,000.000	3130AJRE1 FEDERAL HOME LOAN BANK DTD 6/24/2020 CALL .75% 06/24/2025-2020	98,721.00	100,000.00
100,000.000	3130AKDM5 FEDERAL HOME LOAN BANK DTD 10/28/2020 CALL .18% 10/28/2022-2021	99,920.00	100,000.00
105,000.000	3133EEG79 FEDERAL FARM CREDIT BANK DTD 05/07/2015 2.15% 09/07/2023	110,694.15	110,600.22
150,000.000	3133ELD76 FEDERAL FARM CREDIT BANK DTD 06/02/2020 CALL .34% 12/02/2022-2020	150,001.50	150,000.00
100,000.000	3133ELH56 FEDERAL FARM CREDIT BANK DTD 06/09/2020 CALL .27% 06/09/2022-2020	99,957.00	99,875.00
200,000.000	3133ELN75 FEDERAL FARM CREDIT BANK DTD 6/23/20 CALL .23% 12/23/2021-2020	199,948.00	199,900.00
100,000.000	3134GWCZ7 FREDDIE MAC DTD 7/28/20 CALL .3% 10/28/2022-2021	100,004.00	99,985.00
100,000.000	3134GWMY9 FREDDIE MAC DTD 08/19/2020 CALL .625% 08/19/2025-2021	99,659.00	100,000.00
100,000.000	3134GWVJ2 FREDDIE MAC DTD 9/30/2020 CALL .4% 09/30/2024-2021	99,818.00	100,000.00
100,000.000	3134GWVN3 FREDDIE MAC DTD 09/30/2020 CALL .6% 09/30/2025-2021	99,810.00	100,000.00

Portfolio Statement (Continued)

Quantity	Description	Market Value	Cost Basis
Taxable			
200,000.000	3135G06A6 FANNIE MAE DTD 10/20/2020 CALL .58% 10/20/2025-2021	199,752.00	200,000.00
200,000.000	3136G46A6 FANNIE MAE DTD 10/27/2020 CALL .3% 10/27/2023-2021	199,814.00	200,000.00
205,000.000	3136G4A29 FANNIE MAE DTD 7/30/2020 CALL .55% 07/30/2024-2021	204,393.20	205,000.00
100,000.000	3136G4D83 FANNIE MAE DTD 7/29/2020 CALL .51% 07/29/2024-2021	99,466.00	99,984.00
200,000.000	69353REW4 PNC BANK NA DTD 04/29/16 CALL 2.15% 04/29/2021-2021	201,580.00	200,414.72
200,000.000	880591ER9 TENN VALLEY AUTHORITY DTD 09/29/14 2.875% 09/15/2024	219,370.00	208,870.67
Total	Taxable	2,385,456.85	2,376,728.72
Total	Fixed Income	2,385,456.85	2,376,728.72
Miscellaneous			
Corp Bond-sma			
Taxable Bonds			
150,000.000	24422ERT8 JOHN DEERE CAPITAL CORP DTD 06/26/12 2.8% 01/27/2023	158,026.50	158,469.00
Total	Taxable Bonds	158,026.50	158,469.00
Total	Corp Bond-sma	158,026.50	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	158,026.50	158,469.00
Grand Total Assets		2,782,176.84	2,773,891.21



Account Statement

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

Account Activity Summary

	Total Cash	Cost Basis Excluding Cash	Market Value Including Cash
Balances Beginning Of Period	0.00	2,769,196.90	2,790,181.27
Prior Accruals			8,249.85-
Unrealized Depreciation This Period			139.58-
Current Accruals			4,873.99
Asset Activity	25,000.00	24,615.00-	25,000.00
Cash Management	30,333.32-	30,333.32	30,333.32-
Fees	456.04-	0.00	456.04-
Income	5,789.36	1,024.01-	5,789.36
Realized Gain/loss			385.00
Non Cash Asset Changes			
Balances End Of Period	0.00	2,773,891.21	2,787,050.83

Transaction Statement

Date	Quantity	Description	Transaction Type	Cash	Cost Basis
10/01/20		Beginning Balance		0.00	2,769,196.90
Income					
Interest					
10/01/20		3130AWEA4 FEDERAL HOME LOAN DTD 09/07/18 2.625% 10/01/2020	INTEREST RCVD	1,640.63	
10/01/20		31607A703 FIDELITY GOVERNMENT PORTFOLIO 14042RAR2	INTEREST RCVD	1.88	
10/07/20		CAPITAL ONE NA MEDIUM-TERM CD DTD 10/07/2015 2.2% 10/07/2020 29266NS32	INTEREST RCVD	1,103.01	
10/16/20		ENERBANK USA DTD 10/16/2015 MEDIUM-TERM CD 1.75% 10/16/2020 3134GWBV7	INTEREST RCVD	143.84	
10/21/20		FREDDIE MAC DTD 07/21/2020 CALL .8% 07/21/2025-2020	INTEREST RCVD	200.00	
10/23/20		3135G03Q4 FANNIE MAE DTD 04/23/2020 CALL 1.1% 04/23/2025-2020 69353REW4	INTEREST RCVD	550.00	
10/29/20		PNC BANK NA DTD 04/29/16 CALL 2.15% 04/29/2021-2021	INTEREST RCVD	2,150.00	
Total Interest				5,789.36	0.00
Total Income				5,789.36	0.00
Asset Activity					
Assets Purchased					
10/20/20	200,000.000	3135G06A6 FANNIE MAE DTD 10/20/2020 CALL .58% 10/20/2025-2021	BUY	200,000.00-	200,000.00
10/27/20	200,000.000	3136G46A6 FANNIE MAE DTD 10/27/2020 CALL .3% 10/27/2023-2021	BUY	200,000.00-	200,000.00
10/28/20	100,000.000	3130AKDM5 FEDERAL HOME LOAN BANK DTD 10/28/2020 CALL .18% 10/28/2022-2021	BUY	100,000.00-	100,000.00
Total Assets Purchased				500,000.00	500,000.00

Transaction Statement (Continued)

Date	Quantity	Description	Transaction Type	Cash	Cost Basis
Assets Sold					
10/21/20	100,000.000-	3134GWBV7 FREDDIE MAC DTD 07/21/2020 CALL .8% 07/21/2025-2020	REDEEMED	100,000.00	100,000.00-
10/23/20	100,000.000-	3135G03Q4 FANNIE MAE DTD 04/23/2020 CALL 1.1% 04/23/2025-2020	REDEEMED	100,000.00	100,000.00-
Total Assets Sold				200,000.00	200,000.00-
Maturities					
10/01/20	125,000.000-	3130AEWA4 FEDERAL HOME LOAN DTD 09/07/18 2.625% 10/01/2020	MATURITY	125,000.00	125,000.00-
10/07/20	100,000.000-	14042RAR2 CAPITAL ONE NA MEDIUM-TERM CD DTD 10/07/2015 2.2% 10/07/2020	MATURITY	100,000.00	99,615.00-
10/16/20	100,000.000-	29266NS32 ENERBANK USA DTD 10/16/2015 MEDIUM-TERM CD 1.75% 10/16/2020	MATURITY	100,000.00	100,000.00-
Total Maturities				325,000.00	324,615.00-
Total Asset Activity				25,000.00	24,615.00-
Fees					
10/27/20		MANAGEMENT FEES CITIZENS BUSINESS BANK FOR THE PERIOD ENDING 10/20/2020	DISBURSEMENT	456.04-	
Total Fees				456.04-	0.00
Cash Management					
10/31/20	30,333.320	31607A703 NET CASH MANAGEMENT	NET CASH MGMT	30,333.32-	30,333.32
Total Cash Management				30,333.32-	30,333.32
Miscellaneous					
10/01/20		3130AEWA4 AMORTIZATION ON 125,000 UNITS FEDERAL HOME LOAN DTD 09/07/18 2.625% 10/01/2020 TO ADJUST TAX LOT, AMORTIZATION = 610.61-	AMORTIZATION		610.61-
10/29/20		69353REW4 AMORTIZATION ON 200,000 UNITS PNC BANK NA DTD 04/29/16 CALL 2.15% 04/29/2021-2021 TO ADJUST TAX LOT, AMORTIZATION = 413.40-	AMORTIZATION		413.40-
Total Miscellaneous				0.00	1,024.01-
10/31/20		Ending Balance		0.00	2,773,891.21



Account Number: 1035003119

October 01, 2020 To October 31, 2020

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.

Market Perspective

WE HOPE THAT YOU AND YOURS ARE SAFE/HEALTHY DURING THESE CHALLENGING TIMES. PLEASE READ OUR QUARTERLY MARKET PERSPECTIVES AT WWW.CBBANK.COM UNDER RECENT DOCUMENTS. BE ASSURED WE ARE WATCHING THE MARKETS CLOSELY, AND IF YOU HAVE ANY QUESTIONS OR CONCERNS WE ENCOURAGE YOU TO CONTACT YOUR RELATIONSHIP MANAGER.

**MINUTES
REGULAR MEETING OF THE
CANYON LAKE CITY COUNCIL
Wednesday, November 4, 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 5:02 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 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 – 3 cases

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

E. 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

The City Council entered Closed Session at 5:03 p.m.

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

CALL OPEN SESSION TO ORDER

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

INVOCATION

Invocation was led by John Hollenbeck.

FLAG SALUTE

Flag Salute was led by Mayor Pro Tem Castillo.

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 Councilmember Greene/ Mayor Pro Tem Castillo 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*

- Operation Juice Box

Presentation was given by Mayor Pro Tem Castillo.

The following members of the public spoke:

- Donna Ritchie

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 Poland

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

- Chamber of Commerce Update by President Jeanne O'Dell

Jeanne O'Dell joined the meeting via teleconference and gave an update on behalf of the Canyon Lake Chamber of Commerce.

PUBLIC SAFETY UPDATE

- ❖ Sheriff

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

- ❖ Fire

Kirk Barnett, Division 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

There were no comments.

CONSENT CALENDAR

- (1) Waive Full Reading, Read all Ordinances by Title Only
- (2) Resolution - Adoption of Resolution No. 2020-45, Approving Claims and Demands of the City
- (3) Minutes - Approval of City Council Minutes
 - October 7, 2020 – Regular City Council Meeting
- (4) Resolution - Adoption of Resolution No. 2020-46, Authorizing the City Manager to Redesign and Purchase New Official City Letterhead and Business Cards
- (5) Resolution – Execute the Revised Cooperation Agreement with the County of Riverside and Adopt Resolution No. 2020-47, Authorizing Participation in the County of Riverside’s Urban County Program for Federal Fiscal Years 2021, 2022, and 2023

Motion and second by Councilmembers Bonner/Greene to approve the Consent Calendar.

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

PULLED CONSENT CALENDAR ITEMS

PUBLIC HEARING

- (6) Ordinance – Second 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

City Attorney Graham presented the item.

- Public Hearing Opened
Mayor Ehrenkranz opened the public hearing at 7:13 p.m.

- Staff Presentation
City Attorney Graham stated that the presentation was given at the October 7, 2020 Council meeting while the item was introduced for first reading but was happy to answer any questions.

- Questions to Staff by City Council
There were none.

- Testimony by Proponents
City Clerk Sauseda read an emailed submission by Director Darcy Burke.

- Testimony by Opponents
There were none.

- Response by Proponents
There were none.

- Public Hearing Closed
Mayor Ehrenkranz closed the public hearing at 7:17 p.m.

- Discussion by City Council
There was none.

- Action by City Council

Motion and second by Councilmembers Greene/Smith to approve the Second Reading of Ordinance No. 202.

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

BUSINESS ITEMS

(7) Update - Sheriff's Department Citizen Volunteer Program

Presentation by Management Analyst Tyler Ferrari.

There were no public comments.

(8) Discussion and Possible Action - Establishment of a City of Canyon Lake Fire Department

Presentation by City Manager Mann.

Councilmember stepped away from the dais at 8:21 p.m. and returned at 8:23 p.m.

City Clerk Sauseda read emailed submission from the following members of the public:

- Travis Montgomery
- Bryan Serratelli
- Leslie Wilson
- Anthony Rodriguez

Motion and second by Councilmembers Greene/Smith to approve Resolution No. 2020-48.

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 updates since the last meeting.

Councilmember Bonner stepped away from the dais at 9:07 p.m. and returned at 9:10 p.m.

City Manager Mann discussed moving the next City Council meeting to Monday, December 7, 2020,

COMMITTEE AND COUNCIL REPORTS/COMMENTS

• **COUNCILMEMBER BONNER**

Councilmember Bonner urged the public to drive safely while driving through the I-15/Railroad Canyon Rd. interchange during the construction. He thanked Director Burke for her kind words at the beginning of the meeting. Lastly, he announced that the next roundtable meeting would take place on November 10th and the economic roundtable would take place on Tuesday, November 17th.

• **MAYOR PRO TEM CASTILLO**

Mayor Pro Tem Castillo congratulated and thanked City Clerk Sauseda on a successful election. She discussed updates to the LESJWA website featuring new photos of the City of Canyon Lake. She spoke about the upcoming Veterans Day event and how excited she was for the event. She gave details about the event and also acknowledged all the committee members who worked on putting together this event. She also acknowledged having received donations from Jack Wamsley & Warren Kelsey for the purchase of yard flags and David & Barbara Spral for their donation towards the flyover. She congratulated Councilmember Greene and Mayor Ehrenkranz on their re-election. She thanked

Councilmember Bonner for being a great mentor to her and for all his efforts while serving on the Council. Lastly, she apologized for not introducing Deputy Verostek and invited him to come back to the December Council meeting.

- **COUNCILMEMBER GREENE**

Councilmember Greene thanked Councilmember Bonner for his time on the Council and wished him the best. He talked about the management service agreement between the RCA & RCTC and stated that the merger would take place in January 2021.

- **COUNCILMEMBER SMITH**

Councilmember Smith thanked Councilmember Bonner for his mentorship and service. He congratulated Councilmember Greene & Mayor Ehrenkranz on their re-election. He spoke about how proud he was of the City staff for all their efforts in getting election information to the public during COVID-19. He spoke about RTA and current projects during COVID-19. He thanked Mayor Pro Tem Castillo and the Veterans Day committee on their efforts for the upcoming Veterans Day event. Lastly, he wished Councilmember Bonner the best of luck.

- **MAYOR EHRENKRANZ**

Mayor Ehrenkranz gave several updates on the meeting and events he attended since the last Council meeting. He spoke about his time working with Councilmember Bonner and how much he would miss him being on the Council.

ANNOUNCEMENTS

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

ADJOURNMENT

The meeting was adjourned at 9:43 p.m.

Respectfully submitted,

Ana V. Sauseda, CMC
City Clerk



ITEM NO. 5

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Terry Shea, Finance Director

DATE: December 7, 2020

SUBJECT: Adoption of Resolution 2020-51, Updating Authorized Signatories for the Citizens Trust Investment Account

Recommendation

That the City Council adopt Resolution No. 2020-51, updating the signers for the Citizens Trust Investment Account.

Background

The City investments are managed by Citizens Trust and former City Manager Aaron Palmer is included as one of the signers. We need to remove Aaron Palmer and add City Manager, Christopher Mann and Finance Director, Terry Shea as signers on the Citizens Trust Investment Account.

Fiscal Impact

None

Attachments

1. Resolution No. 2020-51

ATTACHMENT 1

RESOLUTION NO. 2020-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, UPDATING AUTHORIZED ACCOUNT SIGNATORIES FOR CITIZENS TRUST INVESTMENT ACCOUNT.

WHEREAS, the City Council of the City of Canyon Lake must update the account signatories for its investment banking account.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CANYON LAKE RESOLVES AND ORDERS AS FOLLOWS:

Section 1. BANKING AGREEMENT. The City of Canyon Lake authorizes the following signatories to the account on behalf of the City and authorizes the City Manager to take any and all actions necessary to carry out this action. In addition, Aaron Palmer will be removed as a signer off of the investment account.

Terry Shea, Finance Director

Christopher F. Mann, City Manager

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

, Mayor

ATTEST:

Ana V. Sauseda, CMC
City Clerk



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

DATE: December 7, 2020

SUBJECT: Approval of Amended Legal Services Agreement with Cole Huber LLP for City Attorney Services

Recommendation

That the City Council approve the attached amended Legal Services Agreement with Cole Huber LLP for City Attorney Services

Background

As part of the City's budget process, the City Manager and City Attorney regularly monitor and confer regarding the legal services required by and provided to the City of Canyon Lake, with the mutual goal of keeping the City's legal expenses at an affordable and consistent level. The billing methodology negotiated by the City has been successful in achieving this goal and has resulted in significant savings in Fiscal Year 2019-2020 from previous years.

Going into Fiscal Year 2020-2021, the City has embarked on a series of policy initiatives, including the recently approved plan to develop a municipal fire department. Knowing that these initiatives would likely require additional legal services, the City Attorney's budget was increased to allow the City's retainer to go from 27 hours per month to 35. This increase only allowed for an increase in services provided to the City, it does not allow for an increase in the per hour compensation paid to Cole Huber LLP. Bringing the hours under the retainer generally saves the City, as hours under the retainer are billed at a lower rate.

While the Fiscal Year 2020-2021 budget contemplated this change going into effect immediately in July 2020, the need for increased hours has not occurred until recently. By delaying implementation of the increased retainer until service levels actually warranted the change, the City has saved \$4,425 against its budget projections in for City Attorney services. However, the need for increased services has arrived, and for that reason, staff recommends the City Council approve the amended Legal Services Agreement, which will be retroactive to October 1, 2020 (as such a change will result in savings to the City).

Fiscal Impact

The amended Legal Services Agreement is not expected to result in an increase to the budget for City Attorney services.

Attachments

1. Amended Contract

ATTACHMENT 1

Steven P. Graham
sgraham@colehuber.com

REPLY TO:
 ROSEVILLE ONTARIO

November 30, 2020

City of Canyon Lake
Attn: Mayor and Councilmembers
31516 Railroad Canyon Road
Canyon Lake, CA 92587

Re: Amended and Restated Legal Services Agreement with Cole Huber LLP

Dear Mayor and Councilmembers:

ABOUT OUR REPRESENTATION

Thank you for selecting Cole Huber LLP to serve as city attorney for the City of Canyon Lake ("City"). Our firm has extensive municipal experience and is fully able to carry out the duties described below. The purpose of this engagement letter ("Agreement") is to outline the nature of the engagement and our respective responsibilities and expectations. This retainer shall be effective when fully executed.

SCOPE OF WORK

The City Attorney shall perform general legal services for the City, such as attending all regularly scheduled and special City Council meetings, advising the City on all legal matters pertaining to City business, preparing, reviewing, and approving as to form, contracts, agreements, resolutions, ordinances, and other City documents, and those other general legal services customary and necessary to the operation of the City. The City Attorney shall also perform special legal services, prosecution, and litigation, at the request of the City.

COMPENSATION

Cole Huber LLP shall be compensated under the terms of this Agreement as follows:

City shall pay Cole Huber LLP \$6,475 per month based on the parties' understanding that Cole Huber LLP shall, on average, devote 35 hours of attorney time to the general legal services. If the City utilizes more than 35 hours of attorney time for general city attorney legal services, or the City utilizes the firm for special legal services, litigation, or prosecution services, then City shall pay Cole Huber LLP \$200 per hour unless otherwise agreed between the parties in advance. If the City utilizes less than 35 hours of attorney time for general city attorney legal services, the balance of unused hours will be credited to the following month up to a maximum of 35 hours.

A. Summary of Legal Rates

General Legal Services (First 35 hours per month)	\$6,475 per month (effective billing rate of \$185 per hour)
General Legal Services (over Retainer)	\$200.00 per hour
Special Legal Services, Litigation, Prosecution	\$200.00 per hour
Paralegal	\$105.00 per hour

Cost Recovery is set out in Exhibit A.

B. Billing

Cole Huber LLP shall provide monthly billing statements indicating actual time spent on general legal services, special legal services, litigation services, code enforcement, prosecution and paralegal services. All work performed by Cole Huber LLP shall be billed in increments of tenths of an hour. There will not be block billing. The statement shall set forth a description of all work performed, the hours worked, the identity of each person performing the work, the rate charged, and any litigation costs or expenses eligible for reimbursement. Cole Huber LLP will itemize the time expended with descriptions of specific tasks and will not bill for internal communications within the firm. At the request of the City Council, the City Attorney may assign sub-matter numbers for general legal services to track specific projects and provide additional detail in the billing. The parties agree to discuss special projects, such as preparation and revision of a zoning code, in advance to estimate and budget legal costs.

The City Manager and City Attorney shall review the hours spent on general legal services at each annual anniversary after the effective date of this contract to determine whether 35 hours per month (or any subsequent number of hours) is and remains an accurate measure for setting the monthly retainer. The parties agree to work in good faith to negotiate a modification to the retainer hours, at the same effective billing rate, if the actual monthly hours are regularly more than twenty percent above or below 35 hours per month.

RETROACTIVE APPLICATION: Upon the effective date of this Agreement, the City Attorney shall review billing invoices for the month of October 2020 through the effective date, and apply the retainer and rates for the hours billed in each of those months.

C. Payment

All hours shall be billed by the 15th day of each month following the close of the month for which hours are being provided. Payment shall be due and payable within thirty (30) days following submission of the billing statement to the City for approved charges.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing you. Similarly, your names will be included in our list of clients to ensure we comply with the Rules of Professional Conduct.

At this time, we are not aware of any conflicts of interests between existing and former clients and the City. In the very unlikely event that a potential or actual conflict could arise following the start of our representation, we assure you we will strictly follow our obligations under the California Rules of Professional Responsibility.

FIRM STATUS

Cole Huber LLP is a limited liability partnership organized under California law. Derek P. Cole and Scott E. Huber are the equity partners of the firm. All other attorneys who may work on your matter are employees of the firm.

INSURANCE

We are also pleased to let you know that Cole Huber LLP carries errors and omissions insurance with Lloyds of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

DISCLAIMER OF GUARANTEE AND ESTIMATES

Nothing in this Agreement and nothing in any attorneys' statements to you will be construed as a promise or guarantee about the outcome of the subject of our representation. Attorney statements are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by you, or estimate of fees given by the attorney, are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

CLIENT'S RESPONSIBILITIES

You agree to be truthful with our attorneys and the firm and not withhold information. Further, you agree to cooperate, to keep our attorneys informed of any information or developments which may come to your attention, to abide by this Agreement, to pay the firm's bills on time, and to keep our attorneys advised of your address, telephone number, and whereabouts. You will assist our attorneys by timely providing necessary information and documents. You agree to appear at all legal proceedings when our attorneys deem it necessary, and generally to cooperate fully with our attorneys in all matters related to the preparation and presentation of your claims.

NO TAX ADVICE

The firm has not been retained to provide the City with any tax advice concerning any of the services described in this Agreement. Any documents prepared by attorneys may have specific tax ramifications. To be sure you understand and are certain of all the potential tax consequences, you should consult with tax advisors regarding these matters.

HOW THIS AGREEMENT MAY BE TERMINATED

The City Council has the right to end our services at any time. If it does so, the City will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to the City or your new counsel. By the same token, we reserve the right to terminate our services to the City upon written notice, order of the court, or in accordance with our attached memorandum. This could happen if the City fails to pay our fees and costs as agreed, fails to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

If you do not request the return of the City's files, we will retain its file for five years. After five years, we may have the file destroyed. If you would like the City's file maintained for more than five years or returned, you must make separate arrangements with us. As a note, we have not destroyed any Canyon Lake files.

ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

THANK YOU

We are pleased that the City has elected for Cole Huber LLP to continue to serve as the City Attorney. If you have any questions at any time about our services or billings, please do not hesitate to call me.

If this letter meets with your approval, please sign and date it, and return the original to us.

Sincerely,

Steven Graham
COLE HUBER LLP

Sincerely,

Derek Cole
COLE HUBER LLP

AGREED AND ACCEPTED:

Dated: _____, 2020

City of Canyon Lake

By: _____

Chris Mann
City Manager

EXHIBIT A

COST RECOVERY

Cole Huber LLP shall also recover the following costs advanced on the City's behalf in addition to the above monthly retainer:

Duplication/reproduction fees (50 copies or more)	Actual cost if performed by outside service; \$0.25/page if performed in-house
Travel to and from City Hall for City Council meetings, office hours, or special trips	No charge
Extraordinary postage or overnight delivery costs	Actual Cost

Costs incurred in the course of investigation, research, negotiation, or litigation necessary for special legal services, litigation services, or prosecution services are also invoiced monthly. The following list of charges is included by way of example:

Court filing fees	Actual Cost
Attorney services (includes service of process fees, arbitrators, and mediators)	Actual Cost
Messenger services	Actual Cost
Westlaw research outside of our prepaid service fee	Prorated so the City would pay its proportionate share
Data analysis subscription fees associated with CaseLogistix, Case Notebook or related software	Prorated so the City would pay its proportionate share
FedEx, OnTrac Overnight, or other one-day delivery services	Actual Cost
Reasonable travel expenses (mileage)	Applicable IRS rate per mile multiplied by the number of miles
Parking and toll fees	Actual Cost
Duplication/reproduction fees (50 copies or more)	Actual cost if performed by outside service; \$.25/copy if in-house
Any other expense not listed above that becomes necessary for the successful resolution of a client matter	Actual Cost



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Jim Morrissey, City Planner

DATE: December 7, 2020

SUBJECT: Select Consultants to Prepare a Specific Plan and Environmental Documentation for the Towne Center Specific Plan Using a Combination of City and SB 2 State Planning Grant Funding

Recommendation

That the City Council direct the City Manager to obtain an executed agreement with Albert A. Webb Associates using the City's standard professional services contract, including the incorporation of appropriate provisions required for use of State SB 2 Planning Grant funds.

Background

The State of California has made funds available through the SB 2 Planning Grant program for local jurisdictions to undertake various planning efforts. The City of Canyon Lake requested these funds for the purpose of increasing local housing opportunities and stimulating commercial activity in the Towne Center. The Towne Center is identified as a Mixed-Use area in the City's General Plan Land Use Element that would allow both residential and commercial uses. The City has also adopted a Mixed-Use Zone reflecting those same development components and potential development opportunities utilizing the Specific Plan process provided for in State law. The combination of adding housing at the Towne Center site would further the City's ability to meet future needs and potentially benefit businesses in the Towne Center with increased patrons. The adoption of an upgraded commercial design concept could increase the Center's viability for business owners, increase its attractiveness to City residents, and increase its fiscal benefits to the City through sales tax generation.

To achieve this goal, Staff has submitted and obtained State funding of \$160,000.00 through the SB 2 Planning Grant funding program. These funds, combined with City General Revenue funding of \$140,000.00 provides for a total budget of \$300,000.00 to prepare a new plan for the Towne Center that would modify the existing design, incorporate housing for mixed use opportunities, and provide increased housing opportunities.

Discussion

Staff sought to obtain consultant interest in the preparation of a Request for Qualifications (RFQ) through the placement of an advertisement on the City's Web site and individual phone and e-mail contact with consultants. Staff undertook the RFQ process to increase the possibility smaller companies would submit responses. This was seen as necessary due to the size of the Project budget, since a minimal amount of work effort would be required to respond to an RFQ, and the process would be more conducive to attracting smaller companies that would be more likely to utilize an operating budget of this scale. The typical Request for Proposal (RFP) process and subsequent interview process can be costly for smaller companies and would potentially eliminate them from competition.

Several of the companies contacted by Staff did not submit responses. However, four responses were received from the following consultants:

- Albert A. Webb Associates
- WHA Inc.
- Rick Engineering Company
- CASC Engineering and Consulting

All firms have planning and engineering experience. The most notable difference that set Webb Associates apart from the other consultants was the inclusion of a cost estimate for their services, although one was not requested. This cost estimate provided the City with an opportunity to request the inclusion of WHA Consultants, who have architectural services that would be very helpful in this planning effort. Unknown to Staff at the time was that Webb and WHA had previously collaborated on other work. Both companies have the experience and capability to meet the needs of the City. Webb Associates would be the lead consultant. Subconsultants to Webb Associates are included to undertake specific technical tasks related to the preparation of required environmental documentation and Specific Plan concepts.

Overall Scope of Work

In general terms, the project would involve the following steps and products:

- Project Vision
 - ✓ Context
 - ✓ Guiding Principals
 - ✓ Distribution and Type of Land Use
- Land Use and Development Criteria
 - ✓ Community Design Development Standards. This would include regulations and policies for development addressing topics involving building placements, height and massing, floor area ratio, open space, and landscaping.
 - ✓ Residential Architectural Design Guidelines. This section would include criteria that address a variety of topics, such as elevation style, visible edge/roof design, corner enhancements, solar considerations, and streetscape design.

- ✓ Commercial Architectural Guidelines and Standards. This section would include building massing, style, streetscape, heights, and spaces in the public realm.
- ✓ Landscape Design Guidelines. This section would include a plant palette and general framework for applicable open space and landscape requirements.
- ✓ Architectural Design Guidelines. This section would include a general framework for applicable architecture elements for residential and commercial features.
- ✓ Implementation Mechanisms. This topic would include a discussion on future development procedures for demonstrating compliance with adopted development standards and design guidelines for future development submittals/projects.
- ✓ Funding and Maintenance Mechanisms. This section would address the public facilities necessary to support development of the Specific Plan and identify the maintenance responsibility for public/common areas.
- ✓ Phasing Plan. This section would provide potential phasing or transition opportunities for the development of the property.
- ✓ Draft and Final Specific Plans. These documents would incorporate text and exhibits related to the sections described above and represent the outcome of the planning effort.
- Technical Studies. Separate studies would be undertaken for use in the environmental evaluation based upon the final proposed Specific Plan design, including:
 - ✓ Traffic Analysis. This document would be prepared consistent with the Vehicle Miles Traveled (VMT) Modeling available at WRCOG.
 - ✓ Air Quality, Greenhouse Gas Analysis, and Energy Analysis. This analysis would utilize the computer modeling recognized by the South Coast Air Quality Management District (SCAQMD).
 - ✓ Cultural Resources Report. This process would utilize background record searches and consultation with area Indian Tribes consistent with State law.
 - ✓ Noise Analysis. This document would utilize recognized computer programs to ascertain potential construction and operational noise levels/impacts.
- Mitigated Negative Declaration. This document is projected to represent the outcome of the environmental evaluation and would include the preparation of an Initial Study, as provided by the California Environmental Quality Act (CEQA), mitigation measures, and a mitigation monitoring program.

Additional administrative activities and interactions during the design process would occur with the selected consultants and include specific required activities, such as the preparation of required notices, contact with applicable agencies, informational meetings, and similar tasks.

Fiscal Impact

The proposed Specific Plan and environmental documentation would utilize a combination of City and State SB 2 funds.

Attachments

1. Specific Plan proposal
2. Request for Qualifications

ATTACHMENT 1

November 19, 2020

Corporate Headquarters

3788 McCray Street
Riverside, CA 92506
951.686.1070

Palm Desert Office

41-990 Cook St., Bldg. I - #801B
Palm Desert, CA 92211
951.686.1070

Murrieta Office

41391 Kalmia Street #320
Murrieta, CA 92562
951.686.1070

Mr. Jim Morrissey
City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587

RE: UPDATED Planning and Environmental Services for Specific Plan and CEQA documentation for mixed use design at the existing Towne Center, City of Canyon Lake

Dear Mr. Morrissey:

WEBB Associates is pleased to provide you with this proposal for Planning and Environmental Services related to the Towne Centre area located in the City of Canyon Lake, California. Enclosed you will find our Project Understanding (Exhibit "A"), Scope of Work (Exhibit "B"), and Compensation for Services (Exhibit "C") for your review and consideration.

If you find this proposal acceptable, please notify us and a formal contract agreement will be prepared. We appreciate this opportunity to be of service to you and look forward to hearing from you. If you have any questions regarding this proposal, please contact us at PH. 951-686-1070.

Sincerely,
ALBERT A. WEBB ASSOCIATES



Stephanie Standerfer
Vice President

EXHIBIT “A” PROJECT UNDERSTANDING

We understand the City of Canyon Lake is seeking Planning and Environmental Services for preparation of a specific plan document that would provide basic framework, design, and implementing guidelines to allow for residential mixed use development within the City of Canyon Lake’s existing Towne Center area (Center). The City is seeking a distribution of land uses that will provide for greater fiscal opportunities and improve the attributes of the existing center to generate more local interest. The City owns the existing center along with as many as 40 individual owners due to the existing subdivision pattern. The Center is currently comprised of a variety of service, office, and public facility uses. The Town Center Specific Plan (TCSP) should provide sufficient detail to direct future developers to meet City’s vision and goals for the Center, including requirements related to City’s housing element update. The TCSP should provide for a variety of land use types allowing for residential, open space, business/service and public facility related uses.

With respect to residential land uses, the TCSP should provide guidelines for upscale housing/mixed use design with opportunities for development of both affordable and age-restricted housing to help retain current Canyon Lake members. With respect to non-residential land uses, the plan should recognize the existing uses, many of which will need to remain as allowable, and provide opportunities for new uses. The TCSP should also include a transition plan providing an avenue for transition between existing uses and future re-development with an emphasis on implementation rather than development. This transition plan should also provide opportunities for the City to acquire more property within the Town Center area.

As the intent of the TCSP is to guide future re-development of the Center, infrastructure is already in place. The TCSP will only identify these services exist but will not provide engineering details for improvements that could be needed in the future. No assessment of future infrastructure needs will be developed during the TCSP.

In terms of architectural design guidance, the TCSP should provide broad and flexible guidelines that will provide an architecturally timeless development. The City finds both vertical and horizontal mixed use options acceptable so the TCSP should provide plans for both options. Additionally, the TCSP should allow for building designs that provide up to 4-stories as well as rooftop decks and restaurants so as to capture views of the lake. With golf being an important aspect of the Canyon Lake community, the TCSP should provide guidelines that create outdoor gathering and common areas, promote walkability, and golf cart usage and parking.

Per the request of the City, WEBB will partner with William Hezmalhalch Architects, Inc. (WHA) for preparation of the TCSP. WHA will provide architectural support services to WEBB including preliminary planning efforts to define the vision and framework to guide future site design, graphical support, and preparation of the TCSP Architectural Design Guidelines while WEBB will take the lead in preparing all other program elements and associated base exhibits for the Specific Plan.

In addition, an Environmental document will be prepared by WEBB utilizing assumptions allowing the City to determine project consistency without the need for further environmental studies. A Mitigated Negative Declaration is understood to be the appropriate level of CEQA documentation required and does not necessitate the full gamut of technical studies, such as biological resources, since this area has already been developed. The area of analysis is limited to the area shown in **Figure 1, Project Area**, below. Since this is a specific plan, the project will be subject to the requirements of both AB52 and SB18 tribal consultation guidelines. It is the desire of the City that both documents be written to create and allow for a streamlined approval process for future implementing projects within this area; eliminating the need for subsequent future technical studies.



Figure 1, Project Area

Assumptions

- City will identify preferred property(ies)/areas to be utilized for transitioning existing development. SP will provide a graphical depiction of these areas. City will be responsible for providing guidance on how it anticipates transitioning existing property owners to other areas of the Center during re-development phase. .
- The Transition Plan does not equate to additional phases for analysis under CEQA. For the purpose of CEQA analysis, only one development phase will be assumed.
- City will provide information on the maintenance responsibility for public/common areas.
- No infrastructure engineering analysis is included for the future TCSP; the SP will identify existing infrastructure only.
- No AB52 or SB18 support is included.
- General Plan Consistency Analysis for Specific Plan will be included as part of the Environmental Analysis.
- Public Outreach meetings are not anticipated.
- No property owner outreach is included; the City will responsible for ensuring all property owners are notified and coordinated with on the status of the project.

- Documents submitted for review to City staff and Client, will be provided in InDesign or Adobe PDF and Microsoft Word.
- All documents will be delivered in electronic format. Costs for reproduction, publishing and mailing will be billed on a T &M basis. Hardcopies will be furnished if requested and also billed on a time and materials basis (T&M).

Please contact us immediately if our understanding of the project needs are not consistent with your understanding so that the proposal can be revised accordingly.

EXHIBIT “B” SCOPE OF WORK

The following Scope of Services will be provided for the subject project as follows:

SPECIFIC PLAN DOCUMENT

WEBB will work in coordination with WHA to prepare the Town Center Specific Plan (TCSP) document for the City of Canyon Lake. Services provided by each entity are identified below.

WHA: Architectural Planning

WHA will provide preliminary planning services that will serve as the basis for the land use plan and introductory section of the specific plan document (to be prepared by WEBB) which include development of:

- Project Vision
- Context
- Guiding Principals
- Distribution and Type of Land Use

WHA will also prepare and provide text and graphical items for inclusion in the specific plan document including:

- Community Design Development Standards, regulations and policies for development (building placements, height and massing, floor area ratio, open space, monumentation and signage, landscaping, walkways)
- Residential Architectural Design Guidelines (elevation style criteria, visible edge/roof design, corner enhancements, solar considerations, streetscape design, mechanical equipment, technology, solid waste, utility boxes)
- Non-Residential Architectural Guidelines and Standards (building massing, style, streetscape, heights, public realm)

WHA will also:

- Prepare Specific Plan sections identified below.
- Prepare Client requested refinements to first draft and resubmit to Client for review and public hearings.
- Prepare final stylized Specific Plan document for adoption, incorporating limited Planning Commission and City Council refinements.
- Provide project management, coordination, and client/consultant meetings.
- Attend two (2) public hearings (based on virtual hearings, does not include travel).

WEBB: Specific Plan Documentation

WEBB will prepare all elements of specific plan document except where otherwise noted below. In accordance with California Government Code Sections 65450-65457 the specific plan document will be prepared to serve as the comprehensive land use and implementing plan guiding future development within the Center area of the City of Canyon Lake. The specific plan will textually and graphically depict the distribution, location, extent and intensity of land uses; existing public facilities; provide standards and criteria by which development will proceed; detail its relationship to the general plan; and a provide a program of implementation measures to carry out development within the specific plan.

WEBB will prepare a draft specific plan project description that incorporates the project vision, context, and guiding principals provided by WHA, project objectives, and a draft land use plan for City review and approval prior to commencement of the specific plan.

WEBB will provide a MS WORD document of the text of the Specific Plan, while WHA will take this MS WORD document once approved by the City and convert it to a stylized final document.

The TCSP document will include the following elements:

- Introduction and Framework (WEBB and WHA): This section will include a project overview describing the purpose of the Specific Plan; its relationship to the general plan; goals, vision and guiding principals developed by WHA; project objectives; specific plan authority; and purpose and authority of the related environmental document. This section will also detail the existing setting, development issues, and required entitlements.
- Program Elements (WEBB): This section will include a Land Use Plan, Circulation Plan, Infrastructure Plan and Transition Plan. These Plans will identify land use types; vehicular and non-vehicular access and movement within the Project area; and existing infrastructure.
- Development Standards (WEBB and WHA): This section will include standards to implement the Project vision, goals, and objectives as well as the various program elements. WHA will provide standards related to Community Design elements.
- Landscape Design Guidelines (WEBB): This section will provide a plant palette as well as general framework for applicable open space elements, public realm, and landscape requirements.
- Architectural Design Guidelines (WHA): This section will provide a general framework for applicable architecture elements for residential and non-residential products.
- Implementation, Financing, and Maintenance Mechanisms (WEBB and WHA): This section will establish a streamlined entitlement process based on demonstrated compliance with the development standards and design guidelines and include a procedure for demonstrating compliance and formal amendment, and a process for minor modification. A Transition Plan will also be included in this section utilizing information provide by the City and WHA. . Funding mechanisms for public facilities necessary to support development of the Specific Plan will also be identified as will the maintenance responsibility for public/common areas.

WEBB will prepare and submit up to (2) electronic drafts of the specific plan; incorporate up to two (2) rounds of minor City staff comments to be provided in Microsoft Word – Comments and Track Changes; prepare and submit one (1) public review/hearing ready specific plan document. WHA will be responsible for making the TCSP stylized and provide one (1) final electronic specific plan document to the City.

CALIFORNIA ENVIRONMENTAL QUALITY ACT DOCUMENT

We understand now that the City would like to have no further CEQA analysis needed for future implementing projects in the TCSP. It should be noted that the most appropriate type of CEQA document to prepare for future tiering is a Programmatic Environmental Impact Report; however, we understand the City does not have the funding to support this type of document. That said, WEBB will endeavor to provide as much project-specific analysis based on worst-case conditions as possible for the TCSP, but recognizing because it is a Specific Plan, and no implementing maps or projects are being proposed at this time, that it may not be possible to fully analyze all potential impacts of the SP. Where this is the case, WEBB will provide programmatic-level analysis and mitigation measures that will include as much details about future analysis needed so that future projects would be able to utilize these measures to guide future albeit limited CEQA analysis. The CEQA analysis and technical studies outlined below will analyze the project as one phase of development. If the City desires to have separate phases analyzed, budget augmentations would be required.

Initial Study/Mitigated Negative Declaration (IS/MND)

IS/MND Administrative Draft

WEBB will draft a detailed project description including assumptions utilized in the technical analyses to be reviewed and approved by the City prior to the start of any technical studies and CEQA work outlined below. Using the City's preferred format, WEBB will prepare an Initial Study (IS) in compliance with the requirements of the 2020 California Environmental Quality Act, California Public Resources Code Sections 21000 et seq., CEQA guidelines, Title 14, California Code of Regulations 15000 et seq., and the City of Canyon Lake CEQA procedures.

The IS will include a discussion of each potential environmental effect in order to provide a clear understanding to the public and agency reviewers of the issue areas, which in turn will elicit more meaningful, focused comments from the reviewing entities. It is expected that none of the potential impacts identified in the technical analysis will warrant a finding of significance; we expect that the IS will support the preparation of a Mitigated Negative Declaration (MND). With the understanding of the City's processes such as what are typical conditions of approval and by relying on the technical analyses, WEBB will propose mitigation measures to be included in the IS/MND as applicable. WEBB will produce electronic copies of the Screencheck IS/MND for the City of Canyon Lake review and approval. We have included up to two (2) rounds of revisions total to the IS/MND as a result of these comments from the City of Canyon Lake.

IS/MND Public Review Document

Following completion of administrative review (assumes two rounds) by the City, WEBB will produce electronic copies of the final IS/MND for public review that incorporates City comments. WEBB will prepare the required noticing for the public review of the IS/MND on behalf of the City and assist the City with the distribution/circulation of the Notice of Intent (NOI). No hard copies of the IS/MND will be distributed with the NOI. The City shall ensure the IS/MND can be reviewed on its website and at its counter. The City shall file the notice within the local newspaper; WEBB will file the NOI and Notice of Completion (NOC) with the County Clerk and State Clearinghouse, respectively. The City shall provide

the distribution list to be used and provide the permission through the State Clearinghouse to do the posting on behalf of the City.

Final IS/MND, Mitigation Monitoring and Reporting Program

WEBB will review and prepare responses to comments received during the 30-day public comment period and prepare the Final IS/MND incorporating response to comments, final MMRP and technical appendices via electronic format. This task includes preparation of response from no more than 10 commenting agencies/individuals and/or over 20 comments that require answers other than “comment noted.”

WEBB anticipates that mitigation measures will be identified to reduce potential impacts to less than significant. Thus, a mitigation monitoring and reporting program (MMRP) will be required per Section 15097 of the State CEQA Guidelines. The MMRP will consist of a matrix that identifies, for each impact category (e.g., air quality, noise), mitigation measures, timing for implementation, the party responsible for implementation, and the method of reporting or monitoring to be used. WEBB will prepare a screencheck MMRP for City review and incorporate two (2) rounds of revisions.

WEBB will prepare the Notice of Determination (NOD) as required by Section 15094 of the State CEQA Guidelines on behalf of the City. WEBB will file the NOD with the Riverside County Clerk’s office and State Clearinghouse within five days after adoption. The City shall provide the necessary California Department of Fish and Wildlife Fees to WEBB for filing prior to the filing of the NOD.

CEQA Technical Studies

The following technical studies are expected to be needed given our experience with these types of projects. As long as the City provides the set boundaries of the Specific Plan as well as the land uses and intensities to be included in the Specific Plan, the intent of these studies would be to analyze the forthcoming development so that future studies would not be necessary.

Air Quality/Greenhouse Gas/Energy Analysis

Data Collection

- Collect relevant project and site background information, including base graphics showing the site vicinity, the proposed project, and adjacent land uses.
- Review project description and related documents for air quality issues. This scope is based on one version of the project layout.
- Provide a list of assumptions and data required to complete the calculations. If all required input are not available and additional research or coordination is needed in order to complete the calculations, additional effort may require a contract augment.

Estimation of Impacts

- Calculate construction emissions, as well as long-term operation emissions for criteria pollutants and GHG emissions using the South Coast Air Quality Management District-recommended (SCAQMD) CalEEMod (version 2016.3.2) program.
- Prepare a criteria pollutant regional significance threshold analysis, as well as a localized significance threshold analysis using the SCAQMD Look-Up Tables, per SCAQMD requirements.

- Prepare a qualitative CO Hot-Spot Analysis using traffic generation provided in the Traffic Impact Analysis/Vehicle Miles Traveled Analysis.
- Prepare a GHG analysis by comparing the project's GHG emissions to the draft SCAQMD GHG thresholds for non-industrial projects.
- Analyze model results, and incorporate mitigation measures, as appropriate, into the computer model. Three modeling runs are included. If additional runs are required, a contract augment may be required.

Technical Memorandum

Prepare a technical memorandum which will identify potential impacts from the project, and recommend mitigation measures to reduce those impacts, as appropriate. One round of City comments will be incorporated. It is assumed that comments will be editorial in nature and not require additional analysis or research. WEBB will also calculate the energy consumption from both construction activities and long-term energy usage associated with the proposed project. Calculations will be presented in tables and included as an appendix to the CEQA document. WEBB assumes operation-characteristics will be provided by the City.

Cultural Resources Report

WEBB has included Applied EarthWorks Inc. (Æ) on our team to conduct the cultural and paleontological resources investigation. This report will be utilized for the SB 18 and AB 52 52 Native American tribal consultations process that the City will be responsible for conducting as well as be used for the CEQA documentation.

- Æ will complete a cultural resource literature and records search at the Eastern Information Center (EIC), housed at the University of California, Riverside. Æ assumes the EIC records search fee will not exceed \$1,500.00. The EIC office is closed to visitors and will remain closed until further notice. However, they are accepting and processing requests via email, albeit at a much-slower pace than usual pre-pandemic conditions. The turnaround time for the EIC literature and records search presently exceeds 14 weeks. Because of the limited staffing situation and recent wildfires throughout the region, this turnaround time will likely lengthen as a result of circumstances out of Æ's control. In an effort to keep the Project on schedule, Æ may utilize existing records and literature data already in our possession from previous projects in the region, if the City approves this alternative approach. It should be noted this alternative approach is not a complete replacement of an EIC records search.
- Æ will contact the Native American Heritage Commission (NAHC) for a search of the Sacred Lands Files. Æ also will contact Tribes/individuals identified by the NAHC with local Traditional Use Areas that may have information regarding Native American cultural resources within the Project vicinity. Æ will initiate contact by emailed letter and followed by emails or telephone calls. Our proposal assumes the City will be responsible for conducting all SB 18 and AB 52 consultation efforts.
- After Æ receives the records search results from the EIC or have compiled background information in the alternative ways discussed above, one of Æ's qualified archaeologists will conduct an intensive pedestrian field survey of the entire Project area (i.e., the parcel). Survey transect spacing will range from 10 to 15 meters (30 to 50 feet) and the ground surface of all landforms with likely intact and significant cultural resources, if any, will be examined within the Project area. Additionally, the archaeologist will investigate any unusual contours, soil changes,

distinctive vegetation patterns, features (e.g., road cuts, ditches, and stream cuts), and other potential cultural site markers in the Project area. For the cultural resource survey, Æ is not responsible for landowner permissions and access to the Project area. For the purposes of this price estimate, Æ anticipates that no archaeological resources requiring documentation or evaluation will be identified in the Project area. In addition, Æ assumes all structures within the proposed Project area were constructed after 1972 and do not meet the 50-year age requirement to be considered a potential historical resource. Æ assumes no subsurface testing will be needed and no cultural resources requiring documentation or evaluation are present in the Project area.

- ◊ Æ's present companywide health & safety policy in response to the coronavirus pandemic is now being implemented. Project fieldwork will be allowed only when the appropriate health & safety precautions are implemented. Prior to fieldwork, Æ will prepare a Project-Specific Health & Safety Plan (PS-HASP) that will include such precautions.
- Following completion of the field investigation, Æ will prepare a report of our findings to CEQA standards. This report will describe the Project, cultural setting, desktop and field investigation methods, survey results, and management recommendations. The report will also incorporate the results of the records search from the EIC (upon receipt) and/or Æ's library and GIS as well as communications with the NAHC and local Native American Tribes. Æ assumes one round of minor comments will need to be addressed following the City's review of the draft technical report and no major revisions will be required. Æ's draft report will be submitted electronically in MS Word format for ease of review; Æ's final report will be submitted electronically as a PDF file. After the City has approved the report, Æ will submit one hardcopy of the final report to the EIC.

Noise Impact Analysis

WEBB has included Entech Environmental on our team to conduct the noise analysis. Specifics on the types of projects that could take place is not known at this time. Therefore, the noise analysis will evaluate land development as a bulk total. Where applicable, worst-case operational/construction assumptions will be made to analyze the overall project area impacts. For example, traffic circulation patterns and traffic growth can influence existing noise levels and affected traffic segments at sensitive receptors. Evaluating the changes between existing, cumulative future, no project, and project level VMT and ADT conditions in comparison with significance criteria will determine likely significant impacts. Further, construction resulting from the proposed project will be evaluated based on a worst-case construction activity day at a typical construction site. The level of detail for the noise analysis will focus on the following:

- Identifying existing and projected conditions and their potential environmental impact on nearby sensitive receptors.
- Identify goals, policies and recommendations, performance measures and, to the extent feasible, mitigation measures which could eliminate or reduce potentially significant environmental impacts.

A noise analysis will be prepared that will examine the noise impacts of the proposed project and evaluate the mitigation measures incorporated as part of the project design. A noise analysis is required to determine the noise impacts from the construction of the proposed project site. The evaluation of these potential noise impacts associated with the proposed project includes documenting existing noise conditions near the proposed project site, describing the criteria for determining the significance of noise

impacts, and determining the likely noise impacts that would result from construction activities and vehicular traffic. Where appropriate, mitigation measures are recommended to reduce project-related noise impacts to a less-than-significant level. The noise analysis of the existing and future noise environments will be based on noise-level monitoring, noise prediction modeling, and empirical observations. The nearest existing sensitive receptors to the project site would be the residential uses located within 400 feet of the Specific Plan area. However, residential uses may be proposed as part of the Specific Plan so that future buildout could occur adjacent to new residential developments. Therefore, this analysis assumes that future residential receptors would be within 50 feet of future construction activities and stationary noise generators within the Specific Plan area because of project implementation.

Entech will begin the analysis by identifying noise-sensitive land uses in the proposed project area. Noise monitoring will be performed at one (1) long term and up to five (5) short-term monitoring locations. The sources of noise, topographical features, ground conditions, and other features that could affect current or future noise transmission at sensitive use areas will be described. Existing noise levels will be monitored at selected locations utilizing a Larson-Davis Model 814 precision sound-level meter, which is consistent with the standards of the ANSI for general environmental noise measurement instrumentation. Noise modeling procedures involved calculating existing and future vehicular noise levels along with individual roadway segments in the project area. This task will be accomplished using the FHWA TNM 2.5 model. The model calculates the average noise level at specific locations based on traffic volumes, average speeds, roadway geometry, and site environmental conditions. Traffic volumes will be utilized as data inputs in the noise prediction model provided by the Traffic Impact Analysis for the proposed project. The analysis considers future cumulative traffic noise levels to recognize expected higher traffic volumes and resultant noise levels in the future, which provide an appropriate benchmark against which future noise resulting from implementing the Specific Plan can be assessed.

Evaluation of Construction Noise Impacts

For the predictive construction analysis, the information will be obtained for a worst-case construction activity scenario typical of land use and infrastructure development. Maximum noise levels expressed as L_{max} at a reference distance of 50 feet will be obtained and then adjusted for the actual space to the receptor and the time (or usage factor) that the equipment is predicted to produce noise. The FHWA Roadway Construction Noise Model (RCNM) will be utilized to predict noise levels using this methodology. The RCNM is a Windows-based noise prediction model that enables predicting construction noise levels for various construction operations based on a compilation of empirical data and acoustic propagation formulas. It allows the calculation of construction noise levels in more detail than the manual methods avoiding the need to collect extensive amounts of project-specific input data. The (RCNM) includes an equipment noise emissions database as well as an empirical relationship between energy-averaged (L_{eq}) and percentile (L_{10}) noise levels to assist in obtaining typical noise levels from a variety of equipment types. Mitigation measures will be discussed to demonstrate adherence to the local ordinances for construction noise. Findings from the noise analysis as discussed above will be summarized in a technical report and one (1) round of response to comments.

Vehicle Miles Traveled (VMT) Analysis

Given the new mandate for CEQA documents to analyze VMT impacts instead of Level of Service in order to assess traffic impacts, WEBB will prepare a VMT analysis to be used in the CEQA documentation. Should review of the City's General Plan indicate that Level of Service analysis should be analyzed in the CEQA document, WEBB will require a budget augmentation to provide that analysis.

Our scope of services include the following:

- Establish Project Only VMT using the City's preferred model and methodology and recent WRCOG documentation.
- Calculate Vehicle Trips per capita or per service population for the study TAZ.
- Evaluate the VMT generated by the project against the City's threshold of significance. As the City is within WRCOG, baseline numbers for the City have been established. City has not adopted thresholds as of writing, but WEBB will coordinate with City to determine thresholds.
- Determine if VMT generation is significant based on thresholds and results. If so, come up with potential mitigation measures to lower VMT impact.

Meetings and Coordination

- Provide coordination, attend meetings, and participate in phone calls as required related to the traffic analysis, including but not limited to:
 - ◇ Project team meetings.
 - ◇ Meetings with the City.

Project Management, Coordination, and Public Hearings

Preparation of the Planning and Environmental documents will require review and coordination with the City team and WEBB team to ensure that the analysis and documentation in these documents is accurate. No property owner outreach is included. WEBB will attend public hearings assuming: one (1) Planning Commission hearing; and one (1) City Council hearing. Up to two staff representatives from WEBB can attend each meeting. WEBB will be prepared to answer any questions related to the CEQA document and respond verbally to relevant comments raised during the public hearing meetings.

Additional Services

Services which are not specifically identified herein as services to be performed by WEBB Associates are considered Additional Services for the purposes of this proposal. The client may request that WEBB Associates perform services which are additional services. WEBB Associates will perform such additional services upon execution of an amendment to this Agreement setting forth the scope, schedule, and fee for such additional services.

EXHIBIT "C" COMPENSATION FOR SERVICES

Total fees for services shown in the Scope of Work (Exhibit "B") shall be provided on a **lump sum basis** not to exceed **\$299,000** without prior authorization from client. A conceptual breakdown of our fees is listed below.

Charges for services will be billed monthly on a percent complete basis. A breakdown of our fees is provided below.

Planning and Environmental Services

Specific Plan Document

WHA: Architectural Planning	\$115,000
WEBB: Specific Plan Documentation	\$64,600
Subtotal	\$179,600

Initial Study/Mitigated Negative Declaration

Initial Study/Mitigated Negative Declaration	\$34,700
Public Review/Noticing/Final MND	\$17,200
Subtotal	\$51,900

Technical Studies

Air Quality/Greenhouse Gas Analysis/Energy	\$11,200
Cultural Resources Report	\$10,200
Noise Impact Analysis	\$16,000
VMT Analysis	\$14,800
Subtotal	\$52,200

Project Management, Coordination and Public Hearings

Project Management, Coordination and Public Hearings	\$15,300
Subtotal	\$15,300

Planning and Environmental Services Total **\$299,000**

Charges for printing, copying, mileage, postage, outside services, or other services not specifically listed in the scope of work (Reimbursable Expenses), will be billed on a time and material basis, in accordance with our Schedule of Fees. Project review and/or filing fees are not included in this contract and shall be paid by the client directly to the appropriate governmental agency.

Costs for custom invoicing, if desired by the client shall be negotiated prior to commencement of work. All invoices shall be due and payable upon receipt. If invoices remain unpaid after 30 days, consultant shall cease work on the project, and interest of 1.5% per month on unpaid balance will be charged.

ATTACHMENT 2



REQUEST FOR QUALIFICATIONS RFQ 2020

Professional Planning Services – Towne Center Specific Plan and Environmental Documentation

**City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587
(909) 244-2955**

September 15, 2020

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

Re: RFQ for Specific Plan and Environmental Documentation.

Purpose

The City of Canyon Lake is requesting interested companies to provide information for Professional Planning services for the preparation of a Specific Plan and associated environmental documentation to prepare a mixed used design at the City's existing Towne Center. The purpose of the Request for Qualifications (RFQ) is to obtain documentation upon which to select a company and negotiate a contract for the completion of a Specific Plan as part of the City's SB 2 Grant funding provided to the City earlier this calendar year.

Documentation

The City of Canyon Lake is requesting the following information:

- Resumes of key staff.
- Company experience.
- Listing of similar projects and applicable contacts.

Please limit the types of materials submitted to those related to the topics associated with the project.

Response Time Frame

Please provide a paper and electronic version of the requested information by September 29, 2020 to the following:

Paper materials: City of Canyon Lake, 31516 Railroad Canyon Road, Canyon Lake, CA 92587
Electronic Materials imorrissey@canyonlakeca.gov

The following information is provided for the purpose of understanding the ultimate project and is not part of the RFQ process.

General Project Scope of Work Effort

Prepare a Specific Plan and appropriate environmental documentation to ensure that future development proposals within the Towne Center Specific Plan will be able to utilize a streamlined review, approval, and permit issuance process, based upon the following premise:

- The proposed development plan details are consistent with the conceptual design and standards contained in the Specific Plan.
- The number of residential units and commercial square feet and uses are consistent with the design parameters provided for in the Specific Plan and within the thresholds established and evaluated in the associated Specific Plan environmental documentation.
- The previously prepared environmental documentation will enable the City to base a determination of consistency with the approved Specific Plan and, as a result, no additional special studies for traffic, air quality, noise, or other topical issues will be necessary.

Intent

It is not the intent of this Specific Plan document to provide an expansive and detailed design and development document. It is the intent of the Specific Plan to create a basic framework plan upon which future development plans can be compared to and designed consistent with for future development approvals and permit issuance and identify applicable processing procedures for future decision-makers.

Only two separate land uses are envisioned with primarily commercial uses occupying most of the site supported by residential development in a mixed-use design concept. Depending upon the potential arrangement or integration of those uses, design standards would need to address both standalone/separate buildings or a vertically and/or horizontally integrated design format.

Basic design standards to address building setback and height requirements, parking needs, landscaped areas, and amenities are to be stipulated. The design concept is also intended to assist in the implementation of various regulatory requirements, such as drainage and water quality management plans, through an understanding of future methods that would be appropriate based upon the land use design concept.

Overall Specific Plan Requirements

In general, the completed Specific Plan must meet the basic requirements of California Government Code Section 65451. It is also the intent of City to have a Specific Plan that adequately display and discusses, through graphics and text, the following items:

- Overall Land Use design, including delineating the various land use areas and their development capacity.
- Circulation and parking arrangements and parking ratios for residential and commercial uses, respectively.
- An evaluation of existing Infrastructure capacity and whether potential upgrades are necessary.
- Design/Development Standards, such as building height, setbacks, and applicable architectural design/features such as roof design, residential window enhancements, entry features, and the like. The purpose of these details is to provide decision-makers with a basic standard for project review and as general guidance to the developer to convey an understanding of the desired product.
- Methods of mixing land uses, such as ground floor commercial with above residential or separate and/or adjoining residential and commercial land use areas. Optional concept plan designs with these features would greatly assist future developers and decision-makers.
- Landscape features and percentages, and site amenities that include areas/spaces for meeting and gathering that augment and enhance the Center's interest.
- Development processing procedures.

Environmental Documentation

Due to the developed status of the project site the necessity of preparing some technical studies is reduced or eliminated, such as biological resources. However, the project would still be subject to the requirements of AB 52. The following actions would be required:

- Preparation of an Initial Study and associated necessary environmental studies, including air quality, greenhouse gases, traffic, and noise.
- Contact with associated tribes, consistent with AB 52.
- Assistance in distribution of documentation and preparation of applicable notices, such as Notice of Completion and Notice of Determination.
- Preparation of responses to comments.
- Preparation of a final Mitigated Negative Declaration.

Funding

- SB 2 State Planning Grant funding and City funding over several fiscal years. Due to the City's fiscal position it is attempting to spread the costs over several years.

Agreement requirements

- Compliance with SB 2 Grant funding requirements.

Cost

- The amount of available funds is \$300,000.00. No additional funds are available and proposals or addendums beyond that limit cannot be funded.

Project Deliverables

- Specific Plan, suitable for publication and distribution, with easily understood and readable graphics and text appropriate to the concept.
- A summarized and reproducible version of the Specific Plan in print format for distribution for public outreach and comment.
- Conceptual Site Plan that graphically represents land use allocation (residential, commercial, parking, landscaping, interaction areas, etc.), along with examples of site amenities, such as fountains, outdoor play areas, outdoor seating, etc. This would be available in reproducible and electronic format.
- Land use components should be noted, such as: Potential residential unit sizes in square feet and number of units; the amount and type of commercial square footage, and; the required number of parking spaces and areas, applicable and appropriate space sizes for amenities and interactive areas.
- Text and graphics, as necessary, to adequately inform Staff, decision makers, and developers of the appropriate design parameters and expectation.



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: December 7, 2020

SUBJECT: Seventh Amendment to Library Lease

Recommendation

That City Council approve the Seventh Amendment to the Library Lease to extend until June 31, 2021, with the option to terminate the lease as early as March 31, 2021.

Background

The City originally entered into a lease with Riverside County for the library space on February 15, 2000, and approved a first amendment to that lease on March 22, 2005 to extend the term. Since then, the City has approved the following amendments to the library lease:

- **2nd Amendment** - May 13, 2008, lease was approved to expand the square footage of the library space to include a portion of the building that the City leases from John Regus.
- **3rd Amendment** - August 16, 2011, lease was approved to extend the term period, modify rental amount, and amend the County Representative for the lease.
- **4th Amendment** - February 2, 2016, lease was approved to extend the term period and modify rental amount.
- **5th Amendment** – May 22, 2018, lease was approved to extend the term period and modify rental amount.
- **6th Amendment** – February 1, 2020, lease was approved to extend the term period and modify rental amount.

Towards the end of 2019, the City was made aware that the County's Library at City Hall was looking to relocate to a much larger site in the Canyon Lake Towne Center. After locating an adequate site, the County Library reached out to the City and requested a 6th amendment lease to allow them time to rehabilitate their new location. With construction

timelines extending further into their deadlines due to COVID-19, the County reached out to the City and requested a 7th amendment to give them the ample time needed to finalize construction and their move from City Hall. Term of the amendment would extend their new lease until June 31, 2021, with the option to terminate the lease as early as March 31, 2021 with a 30-day notice.

In the 6th amended lease, the City agreed with the County's proposed monthly lease amount of \$3,985.39, which was an increase of 6% from its previous years. This 7th amendment would maintain the lease amount of \$3,985.39.

After approval by the City Council, the lease will go to the County Board of Supervisors for final approval.

Budget (or Fiscal) Impact

The City will receive a total of \$19,926.95 in monthly rent payments if the lease reaches the full 5-month term of the agreement's end date of June 31, 2021.

Attachments

1. Proposed Seventh Amendment to the Library Lease Agreement

ATTACHMENT 1

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SEVENTH AMENDMENT TO LEASE
31516 Railroad Canyon Road, Canyon Lake, California

THIS SEVENTH AMENDMENT TO LEASE (“7th Amendment”), dated as of December 7, 2020, is entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, as County, and CITY OF CANYON LAKE, a California municipal corporation, as Lessor, sometimes collectively referred to as the “Parties.”

RECITALS

a. Lessor and County have entered that certain Lease, dated February 15, 2000, (the “Original Lease”) pursuant to which Lessor has agreed to lease to County and County has agreed to lease from Lessor that certain building located at 31516 Railroad Canyon Road, Canyon Lake (the “Building”), as more particularly described in the Lease (the “Original Premise”).

b. The Original Lease has been amended by:

i. That certain First Amendment to Lease dated March 22, 2005, by and between County of Riverside and City of Canyon Lake (the “1st Amendment”), whereby the Parties amended the Lease to extend the term period; and

ii. That certain Second Amendment to Lease dated May 13, 2008, by and between County of Riverside and City of Canyon Lake (the “2nd Amendment”), whereby the Parties amended the Lease to, among other things, to amend the description of the premises to increase the square footage from 1,886 to 2,711 square feet and amend the tenant improvements to the new space; and

iii. That certain Third Amendment to Lease dated August 16, 2011, by and between County of Riverside and City of Canyon Lake (the “3rd Amendment”), whereby the Parties amended the Lease to, among other things, to extend the term period, modify the rental amounts, amend the County’s representative to administer the Lease and the address for both parties under Notices; and

1 iv. That certain Fourth Amendment to Lease dated February 2, 2016,
2 by and between County of Riverside and City of Canyon Lake (the "4th Amendment"),
3 whereby the Parties amended the Lease to extend the term period, and modify the
4 rental amounts; and

5 v. That certain Fifth Amendment to Lease dated May 22, 2018, by
6 and between County of Riverside and City of Canyon Lake (the "5th Amendment"),
7 whereby the Parties amended the Lease to extend the term period, and modify the
8 rental amounts; and

9 vi. That certain Sixth Amendment to Lease dated March 10, 2020, by
10 and between County of Riverside and City of Canyon Lake (the "6th Amendment"),
11 whereby the Parties amended the Lease to extend the term period, and modify the
12 rental amounts; and

13 c. The Original Lease together with these amendments are collectively
14 referred to herein as the "Lease."

15 d. The Parties now desire to amend the Lease to extend the term period
16 and add termination language.

17 **NOW THEREFORE**, for good and valuable consideration the receipt and
18 adequacy of which is hereby acknowledged, the Parties agree as follows:

19 1. **TERM.** Section 3 (a) of the Original Lease is hereby amended by the
20 following:

21 The term of this Lease shall be extended from February 1, 2021 and terminating
22 July 31, 2021.

23 2. **OPTION TO TERMINATE.** Section 12 of the Original Lease is hereby
24 amended by adding the following subsection:

25 (d) County shall have the option to terminate the lease with thirty (30)
26 days written notice **after March 31, 2021**.

27 3. **CAPITALIZED TERMS. SEVENTH AMENDMENT TO PREVAIL.**
28 Unless defined herein or the context requires otherwise, all capitalized terms herein

1 IN WITNESS WHEREOF, the parties have executed this Amendment as of the
2 date first written above.

3
4 LESSEE:
5 COUNTY OF RIVERSIDE

LESSOR:
CITY OF CANYON LAKE

6 By: _____
7 V. Manuel Perez, Chairman
8 Board of Supervisors

By: _____, Mayor
City of Canyon Lake

9 ATTEST:
10 Kecia Harper
11 Clerk of the Board

12 By: _____
13 Deputy

14
15 APPROVED AS TO FORM:
16 Gregory P. Priamos
17 County Counsel

18 By: _____
19 Synthia M. Gunzel
20 Chief Deputy County Counsel

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26 CD:dr/11052020/CL002/30.412



ITEM NO. 9

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Mike Borja, Administrative Services Manager

DATE: December 7, 2020

SUBJECT: Award of Construction Contract for the Roof Rehabilitation Project at 31540-42 Railroad Canyon Road – Bid No. 2020-02

Recommendation

That the City Council authorize the City Manager to enter into a construction contract with the lowest responsive and responsible bidder for the Roof Rehabilitation Project at 31540-42 Railroad Canyon Road.

Background

It is anticipated that on December 3, 2020 (which date occurs after the agenda is posted) bids will be received and opened for the City's Roof Rehabilitation Project at 31540-42 Railroad Canyon Road. The project requires either full removal and replacement, or repair of, the existing roof. As this staff report had to be submitted prior to the bid opening, information on the companies and amounts bid was not yet available. However, as time is of the essence in getting these repairs done, staff did not want to wait until the January City Council meeting to gain authorization to move forward. Therefore, information pertaining to the received bids will be presented at the December 7th City Council meeting, along with a recommendation to either: (1) award the project to the lowest responsive and responsible bidder (2) reject all bids or (3) in the event no bids are received, direct the City Manager to have the project done without further competitive bidding pursuant to Public Contract Code Section 20166.

Fiscal Impact

No impact to the General Fund. The City's Rental - Fund 60 account identifies previously approved FY2020-2021 funds for building improvements.

Attachments

1. Contract for Roof Rehabilitation Project – 31540-42 Railroad Canyon Road
2. Base Bid Schedule
3. Bid Document

ATTACHMENT 1

This Contract and Agreement, is made and effective this ____ day of _____ 2020, by and between the City of Canyon Lake, a California general law City ("CITY"), located at 31516 Railroad Canyon Road, Canyon Lake, CA 92587, and _____ ("CONTRACTOR").

WITNESSETH:

WHEREAS, CITY desires to hire a company to provide column repair services pursuant to CITY specifications and duly developed, prepared and implemented a bid for such work; and

WHEREAS, CONTRACTOR submitted the lowest responsive and responsible bid for such services indicating that it has the requisite personnel and experience, and is capable of providing the deliverables for as the CITY as set out in the PROPOSAL FOR ROOF REHABILITATION PROJECT – 31540-42 RAILROAD CANYON ROAD;

NOW, THEREFORE, it is mutually understood and agreed by CITY and CONTRACTOR as follows:

ARTICLE 1.
COMPLETE AGREEMENT

A. The complete Agreement shall consist of the following component parts: This Agreement, and Amendments, if any; the Notice Inviting Bids; the Bid Terms and Conditions and Instructions to Bidders; the signed Bid Proposal, the Subcontractor List if a portion of the work is to be performed by a subcontractor, the non-collusion Affidavit, the accepted CONTRACTOR's bid, dated _____, 2020, including all attached documents; the required bond(s) fully executed, if any; each of the component parts of the bid documents; and the addenda, if any. Agreement between CITY and CONTRACTOR and the said other documents are as fully a part of this Agreement as if hereto attached or herein repeated.

This instrument and the other documents mentioned above in this Article 1 constitute the complete and exclusive statement of the term(s) and condition(s) of the Agreement between CITY and CONTRACTOR and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s).

B. In the event of any discrepancy between or among the portions of the Agreement Documents, the following shall take precedence: (a) Change Orders/ Amendments/ Modifications; (b) this Agreement; (c) the accepted CONTRACTOR's proposal; (d) Addenda, if any; and (e) the solicitation, if any.

C. CITY's failure to insist in any one or more instances upon CONTRACTOR's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to such performance or to future performance of such term(s) or condition(s) and CONTRACTOR's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon CITY except when specifically authorized by signed written amendment to this Agreement issued in accordance with the provisions of this Agreement.

ARTICLE 2.
SCOPE OF WORK

A. CONTRACTOR shall provide all labor, materials, equipment, and services required to perform the Statement of Work attached hereto as the ROOF REHABILITATION PROJECT – 31540-42 RAILROAD CANYON ROAD and incorporated herein by this reference.

Furthermore, CONTRACTOR shall perform the Statement of Work in accordance with the Bid Sheet attached hereto as ROOF REHABILITATION PROJECT – 31540-42 RAILROAD CANYON ROAD and incorporated herein by this reference.

B. All services and equipment shall be provided at the times and places designated by the CITY.

ARTICLE 3.
TERM

This contract shall commence upon signed contract and end on or before sixty (60) days. City has the option of extending the contract after this date, based on the performance of the Contractor. All work shall commence immediately upon receiving a written Notice to Proceed from the CITY.

ARTICLE 4.
MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, CITY and CONTRACTOR mutually agree that CITY's maximum cumulative payment obligation hereunder (including, but not limited to obligation for CONTRACTOR's costs and profit), shall be _____ dollars and _____ cents (\$ AMOUNT) for the Scope of Work which shall include all amounts payable to CONTRACTOR for its labor, subcontracts, leases, materials, equipment, the deliverables, and costs arising from CONTRACTOR's performance of this Agreement. CONTRACTOR exceeds the maximum cumulative amount at its own risk and expense.

ARTICLE 5.
PAYMENT

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, and subject to the maximum cumulative payment obligation provisions set forth in Article 6 below, CITY shall pay CONTRACTOR for work satisfactorily completed in accordance with the terms of the contract.

B. **Monthly Payment** CITY shall make payments based on invoices received for services satisfactorily performed.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to CONTRACTOR of improper payment requests, and provides for the payment of interest on progress payment requests that are not timely made in accordance with

that Article. This agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

A deduction of five percent (5%) shall be made from the estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, and from the remainder there shall be further deducted any amounts due the City from the Contractor for supplies or materials furnished or services rendered and any other amounts that may be due the City under the terms of the contract. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the progress estimate for that month.

Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the CONTRACTOR.

ARTICLE 6. **PREVAILING WAGES**

Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County. Wage rates shall conform to those posted at the CITY offices and the Project site.

The following Labor Code sections are hereby referenced and made a part of this Agreement:

- | | |
|-------------------------|--|
| 1. Section 1773.8 | Travel and Subsistence Pay |
| 2. Section 1774 | Prevailing Wage Requirement |
| 3. Section 1775 | Penalty for Failure to Comply with Prevailing Wage Rates |
| 4. Section 1776 | Payroll Records |
| 5. Section 1777.4 | Apprenticeship Requirements |
| 6. Section 1777.5 | Apprenticeship Requirements |
| 7. Sections 1810 & 1811 | Working Hour Restrictions |
| 8. Section 1813 | Penalty for Failure to Pay Overtime |
| 9. Section 1815 | Overtime Rate Requirement |

ARTICLE 7. **CONTRACTOR'S LICENSE**

At the time of commencing work and throughout the Project duration, CONTRACTOR shall be in possession of a valid California State Contractor's License, applicable building license and certifications as listed below:

- o City of Canyon Lake Business License
- o Class 'A' General Contractor License
- o Class C39 Roofing Contractor License

Furthermore, CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE 11.
INSURANCE

The bidder shall not commence work under this contract until it has secured all insurance and bonds required nor shall it allow any subcontractor to commence work on this contract until all similar insurance and bonds required of the subcontractor have been obtained. All insurance issued in compliance with this section shall be issued in the form, and be an insurer or insurers, satisfactory to and first approved by the CITY in writing.

Without limiting Contractor's indemnification of CITY, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability, and a \$2,000,000 completed operations aggregate.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than \$4,000,000 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies; and
- Policies shall "follow form" to the underlying primary policies.
- Insured under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees,

Contractor shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY and their officers, officials, agents, employees and authorized volunteers.

Other provisions or requirements:

Proof of insurance. Contractor shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by CITY prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, their agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

CITY's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by Contractor or CITY will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, CITY may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against

CITY and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Contractor of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and their officers, officials, employees, agents and authorized volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

CITY's right to revise requirements. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the CITY and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. Contractor shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Contractor agrees to provide immediate notice to CITY of any claim or loss against contractor that includes CITY as a defendant. CITY assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY. In the event of any loss that is not insured due to the failure of to comply with these requirements, Contractor agrees to be personally responsible for any and

all losses, claims, suits, damages, defense obligations and liability of any kind attributed to the CITY, or the CITY's employees as a result of such failure.

Contractor agrees not to attempt to avoid its defense and indemnity obligations to CITY and its employees, agents, officials and servants by using as a defense contractor's statutory immunity under workers' compensation and similar statutes.

Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which contractor conducts operations of any type on behalf of CITY. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of contractor.

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross-liability exclusions that preclude coverage for suits between contractor and CITY or between CITY and any party associated with CITY or its employees.

For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.

Contractor agrees that upon request, all agreements with subcontractors or others with whom contractor contracts with on behalf of CITY will be submitted to CITY for review. Contractor acknowledges that such contracts or Agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of CITY to request copies of such agreement will not impose any liability on CITY, or its employees.

If contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insured

ARTICLE 12 **CHANGES**

By written notice or order, CITY may, from time to time, order work suspension or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to CITY by CONTRACTOR as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, CONTRACTOR shall promptly notify CITY thereof and assert its claim for adjustment within ten (10) days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the agreement as changed.

ARTICLE 13.
CONTRACTOR CLAIMS OF \$375,000 OR LESS

Claims by the CONTRACTOR relating to the Project for (a) a time extension; (b) money or damages arising from work done by, or on behalf of, the CONTRACTOR on the Project for which payment is not expressly provided for or to which the CONTRACTOR is not otherwise entitled; or (c) an amount that is disputed by the CITY, with a value of Three Hundred Seventy Five Thousand Dollars and 00/100 (\$375,000.00) or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and California Public Contract Code Sections 20104 through 20104.6, incorporated by reference. Notwithstanding, statutory Govt. Code Claims procedures apply to any dispute that remains unresolved or to amounts in excess of this limit.

Effective January 1, 2017, the provisions of Public Contract Code Section 9204 govern claims by the CONTRACTOR to the CITY. The provisions of Section 9204 are attached as **Exhibit A** and included by reference.

ARTICLE 14.
TERMINATION

A. **Termination Prior to Expiration of Term** CITY reserves the right to terminate this Agreement at any time, with or without cause, upon ninety (90) days' written notice to CONTRACTOR. Upon receipt of any notice of termination, pursuant to this Section, CONTRACTOR shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. CONTRACTOR shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer.

B. **Termination for Default of CONTRACTOR** If termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, CITY may take over work and prosecute the same to completion by contract or otherwise, and CONTRACTOR shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation stipulated for the purpose of setoff or partial payment of the amounts owed to the CITY.

ARTICLE 15.
INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

In addition to any other indemnification provisions of the Contract Documents, and specifically indemnifications for hazardous materials, Contractor shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY and its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation.

The Contractor shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to CITY, its employees and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of contractor in the performance or subject matter of this agreement. In the event contractor fails to obtain such indemnity obligations from others as required here, contractor agrees to be fully responsible according to the terms of this section.

Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

ARTICLE 16.
ASSIGNMENT AND SUBCONTRACTING

Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of CITY. Consent by CITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

ARTICLE 17.
RECORD AUDIT

Under California Government Code, Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000), any records or documents of both the CITY and the CONTRACTOR shall be subject to examination, audit, and/or copying at any time during regular business hours by the Auditor General for a period of three (3) years after final payment, upon oral or written request of the CITY.

ARTICLE 18.
CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

ARTICLE 19.
SUBSURFACE HAZARDOUS MATERIALS

A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.

B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.

C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the

CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law that pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20.
PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

ARTICLE 21.
LEGAL PROVISIONS

- A. **Governing Law.** The laws of the State of California shall govern this agreement.
- B. **Compliance with applicable laws.** CONTRACTOR and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder.
- C. **Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- D. **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in Riverside County.
- E. **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite their signatures.

CITY OF CANYON LAKE

CONTRACTOR

Date: _____

Date: _____

By: Chris Mann, City Manager

By: Contractor

EXHIBIT A

Public Contract Code Section 9204:

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - (C) Payment of an amount that is disputed by the public entity.
 - (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
 - (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, CITY, special CITY, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
 - (B) "Public entity" shall not include the following:
 - (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the

claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order,

claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2022, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2022, deletes or extends that date.

ATTACHMENT 2

BID SCHEDULE

SPECIFIC TERMS AND CONDITIONS

Pursuant to the Notice Inviting Bids, the undersigned hereby proposes and agrees that on award by the City under this Bid, and in accordance with the provisions therein stated, to execute a Contract, with necessary bonds, to furnish and install any and all labor, materials, transportation, and services for **ROOF REHABILITATION PROJECT – 31540-42 RAILROAD CANYON ROAD, Project No. 2020-02**, in accordance with the Scope of Work and Specifications therefore adopted and on file with the City within the time hereinafter set forth and at the prices named in this Bid as follows:

BASE BID

ITEM NO.	DESCRIPTION	UNIT PRICE	TOTAL
1	Remove from the building and premises all the existing roofing material down to the wood deck		
2	Remove clay roof tile around Mansard and save for later installation, south and southwest locations		
3	Remove all fascia around perimeter, and install new fascia to match existing		
4	Replace any damaged plywood		
5	Install 3" cant strip at all parapets and curves		
6	Install one (1) layer of #28 base sheet mechanically fastened as per manufacturer specifications		
7	Install new galvanized pipe flashing as needed		
8	Build new crickets for proper water flow		
9	Install one (1) smooth modified bitumen torch down heat welded		
10	Install one (1) fully granulated modified bitumen torch down heat welded		
11	Install 2"x4" drip edge metal		
12	Install two (2) layers of Modified TG-2 tile underlayment		
13	Install clay bird stop		
14	Reinstall break resistant clay tiles		
15	Apply mortar cement to all ridge boards		
16	Seal all penetrations		
17	Coat roof with 100% elastomeric coating or similar product per Title 24 requirements		
18	Remove existing six (6) HVAC units and install proper duct curbs, and reinstall units		
19	Daily and final clean		

Sub Total Item 1 - 19 \$ _____

TOTAL AMOUNT BASE BID IN FIGURES \$ _____

TOTAL AMOUNT BASE BID IN WORDS _____

ATTACHMENT 3

BID DOCUMENTS
FOR
ROOF REHABILITATION PROJECT
31540-42 RAILROAD CANYON RD
BID NO. 2020-02



PREPARED BY:
City of Canyon Lake

BID OPENING (VIRTUAL)
2:00 PM, December 3, 2020

Pre-Bid Meeting/Walkthrough – BY APPOINTMENT ONLY
Expected Award of Contract – December 7, 2020
Mandatory Start Construction – Within 30 days of Signed Contract

PROJECT INFORMATION SHEET

Project: Roof Rehabilitation Project – 31540-42 Railroad Canyon Road

Meeting/Walkthrough: By Appointment Only

Bid Opening Date: December 3, 2020 @ 2:00 p.m. (Virtual)

Award Contract Date: December 7, 2020

Contract Start Date: Within 30 days of Signed Contract

Contract Duration: Sixty (60) Calendar Days

Liquidated Damages: \$250.00 per calendar day

Project Description: The contract work for this project shall consist of furnishing all the required labor, materials, equipment, parts, implements and supplies necessary to perform the required removal, material disposal, roof rehabilitation, construction, and installation for the building located at 31540-42 Railroad Canyon Road in the City of Canyon Lake. The contractor shall provide all plans as needed. The construction and completion of the project as indicated above shall be in accordance with all City Codes, the Standard Specifications for Public Works Construction, the Standard Drawings, and the Plans and Specifications as prepared for this project.

Contact Person for Purchasing Bid Package: City Clerk
Ana Sauseda
(951) 244-8547

Contact Person for Technical Inquiries: Bill Blankenship
City Project Manager
(951) 206-9020

Note: See specifications for details regarding the above information.

**CITY OF CANYON LAKE
NOTICE INVITING SEALED BID PROPOSALS**

For

ROOF REHABILITATION PROJECT – 31540-42 RAILROAD CANYON RD

PUBLIC NOTICE HEREBY IS GIVEN that the City of Canyon Lake, herein referred to as “City”, invites sealed bids for the above stated project and will receive such bids in the offices of the City Clerk up to the hour of 2:00 p.m. on December 3, 2020, at which time they will be opened and read aloud virtually.

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Specifications and Contract documents for the above stated project.

Contract Documents and Specifications can be obtained free of charge on the City’s website at www.canyonlakeca.gov/bidsrfpsrfgs, or in electronic format by contacting Ana Sauseda, City Clerk, at asauseda@canyonlakeca.gov or (951) 244-8547.

Proposed Schedule:

Pre-Bid Meeting/Walkthrough: By appointment only

Bid Deadline: December 3, 2020 @ 2:00 p.m.

Anticipated Contract Award: December 7, 2020

Anticipated Contract Start Date: Within 30 days of signed contract

Contract Duration: Sixty (60) calendar days

PREVAILING WAGES - Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations’ Internet web site at www.dir.ca.gov. Future effective prevailing wage rates that have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. The Contractor must show the ability to keep appropriate certified payroll records.

As provided for in Section 22300 of the California Public Contract Code, the contractor may substitute securities for any monies withheld by the City to ensure performance under the contract.

**PLEASE BE SURE TO COMPLETE ALL REQUIRED CITY FORMS CONTAINED IN THE
PACKET. INCOMPLETE FORMS MAY LEAD TO DISQUALIFICATION OF BIDDER.**

BID TERMS AND CONDITIONS / INSTRUCTIONS TO BIDDERS

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

**“SEALED BID PROPOSAL NO.2020-02: ROOF REHABILITATION PROJECT
31540-42 RAILROAD CANYON ROAD.”**

The City reserves the right to reject any or all bids, to waive any irregularity, to accept any bid or portion thereof, and to take all bids under advisement for a period of sixty (60) days. At the time of contract award, the prime contractor shall possess a City of Canyon Lake Business License, a Class 'A' General Contractor License, and a Class C39 Roofing Contractor License. **In addition, the prime contractor and all subcontractors must be registered with the California Department of Industrial Relations.**

Ana V. Sauseda, CMC
City Clerk
City of Canyon Lake

INSTRUCTIONS TO BIDDERS

REQUIREMENT TO MEET ALL BID PROVISIONS

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

BID RETENTION AND AWARD OF CONTRACT

City reserves the right to retain all bids for a period of sixty (60) days for examination and comparison. City also reserves the right to waive technical or non-substantial irregularities in any bid, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations, and to make an award to the lowest responsible, responsive bidder as the interest of the City may require.

INSPECTION OF SITES

Bidders must examine site and become acquainted with all conditions affecting the work. In submitting a bid, the bidder warrants that it has made such site examinations, as they deem necessary to determine the condition of the sites, accessibility to materials, workmen and equipment, and to determine the bidder's ability to protect existing surface and subsurface improvements. No claim for allowances – time or money – will be allowed to such matters.

PRE-BID MEETING/WALKTHROUGH

Bidders are invited to the pre-bid meeting/walkthrough by appointment only. Attendance for a pre-bid meeting/walkthrough is encouraged but not mandatory to be considered eligible to bid. The purpose of the meeting is to examine the site together and for the Bidders to further know what is expected to provide a complete project.

BID WITHDRAWAL, LATE SUBMISSIONS, SUBMITTAL

A bidder may withdraw a proposal, without prejudice, prior to the time specified for the bid opening, by submitting a written request to the City Manager for its withdrawal, in which event the proposal will be returned to the bidder. No proposal received after the time specified or at any other place other than the place stated in the "Notice Inviting Bids" will be considered. All bids shall be received until 2:00 p.m. December 3, 2020. Bids will be revealed virtually. Instructions for the virtual opening will be posted on the City's website under the webpage "BIDs, RFPs & RFQs".

SUBMISSION OF ONE BID ONLY

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

NON-COLLUSION AFFIDAVIT

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

CONTRACT DOCUMENTS IDENTIFIED

The complete Contract Documents are identified in the Agreement. Bidders are cautioned that the successful bidder incurs duties and obligations under all of the Contract Documents and that they should not merely examine the plans, specifications or attachments in making their bid.

COMMUNICATIONS REGARDING BID

All timely requests for information submitted in writing (including email) will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted; however, any such oral communication shall not be binding on the City.

INTERPRETATION OF DOCUMENTS

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

ADDENDA

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

REQUIREMENT TO BID ON THE ENTIRE WORK

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

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

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

EXTRA WORK AND EMERGENCY WORK

During the contract period, additional services, labor and materials beyond those specified in the contract may be required and performed on a time-and-material basis.

Contractor may notify City of the need for Extra Work and/or City may request Extra Work. City will issue a Work Request form upon which Contractor will provide estimated labor, material and/or unit price costs. Contractor must have a signed work order from the City designated representative before beginning Extra Work.

Contractor shall provide twenty-four (24) hour emergency service, with prompt correction or mitigation of emergency damage, when notified of an occurrence. An emergency that is causing a hazard to the public or property must be responded to within two (2) hours. Failure to do so may result in monetary deductions from the monthly billing. Response to emergency service shall be paid at the contract rate for additional work. Work should be limited to the level required to mitigate an emergency and future repairs shall be completed during normal working hours.

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

Extra Work that has been approved by the City designated representative shall be billed on a separate invoice in duplicate and is not to be included on the invoice with the monthly payment. The invoice for extra work shall show the exact location of the work, include the name and address of the site. The invoice shall list the materials used with their unit price and total cost; the amount of time to complete the job; the cost of labor as recorded in the Line-Item Price Sheet for Extra Work Categories in the contract.

COMPARISON OF BID PROPOSALS

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

AWARD OF CONTRACT

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

BID PROPOSAL GUARANTY

Each bid proposal submitted must be accompanied either by cash, or by a certified or cashier's check, or a surety bond, payable to the City in an amount equivalent to at least ten percent (10%) of the total aggregate bid price of such bid proposal, or in such additional amount as may be

otherwise provided by law, as a guarantee that the bidder, if his bid proposal be accepted, will promptly execute the contract, secure payment of Worker's Compensation Insurance, furnish a satisfactory Faithful Performance Bond in the amount of one hundred percent (100%) of the total annual bid price, and a Labor and Material Bond in the amount of one hundred percent (100%) of the total annual bid price. No bid proposal will be accepted unless such cash, check or surety bond is enclosed therewith. The bidder must duly execute the Bid Proposal bond and a financially sound surety company authorized to transact business in this state as a "California admitted insurer." Each bidder shall identify the surety company that will furnish payment/ performance bonds if awarded the contract.

Should any bidder to whom an award is made fail to properly enter into and execute the awarded contract, the cash, check or bond submitted with his bid proposal shall be forfeited to, and become the property of the City; whereupon the City shall have the right to collect the amount thereof by any appropriate means.

Following the award of the contract the bid proposal guarantees will be returned to the respective bidders by whom they were submitted, except as otherwise provided.

No bidder may withdraw his Bid Proposal for a period of sixty days after the date of the bid proposal opening.

DISQUALIFICATION OF BIDDERS

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

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

COMPETENCY OF BIDDERS

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

LICENSES AND CERTIFICATES REQUIRED

At the time of the bid submittal, the bidder must have current licenses and certifications as listed below plus any others determined to be applicable. This includes a joint venture formed to submit a bid.

- City of Canyon Lake Business License
- Class 'A' General Contractor License
- Class C39 Roofing Contractor License

SIGNATURE

The bid proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid proposal on behalf of the bidder.

ALTERING BID PROPOSALS

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

BONDS – labor and materials not required under \$25,000; faithful performance not required but recommended

The bidder shall secure with a responsible corporate surety, or corporate sureties, satisfactory bonds conditioned upon faithful performance by the bidder of all requirements under the contract and upon the payment of claims of materials, men and laborers thereunder. The faithful performance bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the annual payments to be made under the contract computed based on the prices stated in the proposal. The labor and material bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the annual payment to be made under the contract computed based on the prices stated in the proposal.

BID PROPOSAL SUBMISSION – INSTRUCTIONS FOR A COMPLETE PACKAGE

Bids shall be received by the office of the City Clerk up until 2:00 p.m. on December 3, 2020 and will be announced virtually.

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

The bid proposal cost quotation shall include all costs for the contractor to accomplish the work outlined in the proposal and shall be all-inclusive. If provision is made for alternatives, they must all be bid, unless otherwise provided in the Specific Terms and Conditions. No mention shall be made of Sales Tax or Use Tax as all bid prices submitted will be considered to include such taxes.

Bids must be submitted on all items and schedules included in the Contract Documents. Failure to bid on all items and schedules may result in the bid being rejected as non-responsive.

Hard copies shall be delivered to the city for lowest bidder.

The Contractor’s bid proposal package shall include the following completed, and where indicated, executed and notarized, forms and statements:

- Contractor's Proposal Form
- Bidder's Bond Form
- Subcontractor List, if any
- Experience Qualifications – Similar Services Contract References (3)
- Affidavit for Non-Collusion (appropriate form for company bidding)

BID PROTEST PROCEDURES

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

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

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

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

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

The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a Bid Protest. The bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contracts Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

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

Any protest during the term of the contract is subject to the procedures set forth in Public Contract Code Section 9204, attached and incorporated.

EXECUTION OF CONTRACT

The agreement shall be signed by the awardees and returned to the City together with the contract bonds, and other contract documents as required, within ten (10) business days after it has been delivered or mailed to him or his authorized agent.

No bid proposal shall be considered as being binding upon the City until the contract is fully executed; and failure of the awardees to properly execute the awarded contract and file

acceptable bonds as provided in the Standard Specifications, shall be just and sufficient cause for the annulment of the award by the City and the forfeiture of his bid proposal guaranty.

LISTING SUBCONTRACTORS

Each Bidder shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Gov. Code Sec. 4100 and following). Forms for this purpose are furnished with the contract documents.

BID DEPOSIT RETURN

Deposits of three or more low bidders on each alternate, the number being at the discretion of the City, will be held for sixty (60) days or until posting by the successful bidder of the Bonds required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be required after consideration of the bids.

“OR EQUAL”

All specifications shall be deemed to include the words “or equal;” provided, however, that permissible exceptions hereto shall be specifically noted in the specifications.

EMPLOYMENT OF APPRENTICES

The Contractor, and all subcontractors, shall comply with the provisions in Sections 1777.5, (Chapter 1411, Statutes of 1968), and 1777.6 of the California Labor Code concerning the employment of apprentices. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code section, for all apprentice able occupations, regardless of any other contractual or employment relationships alleged to exist. In addition to the above State Labor Code Requirements regarding the employment of apprentices and trainees, the Contractor and all subcontractors shall comply with Sections 5 a. 3, Title 29 of the Code of Federal Regulations (29CFR) if applicable.

SCOPE OF WORK

The contract work for this project shall consist of furnishing all the required labor, materials, equipment, parts, implements and supplies necessary to perform the required roof removal, material disposal, construction and installation of the building located at 31540-42 Railroad Canyon Road in the City of Canyon Lake. The contractor shall provide plans as needed. The construction and completion of the project as indicated above shall be in accordance with all City, Building, Electrical, and Plumbing Codes, the Standard Specifications for Public Works Construction, the Standard Drawings, and the Plans and Specifications as prepared for this project.

The Contractor shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein. Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

TEMPORARY SUSPENSION OF WORK

The City shall have the authority to suspend the work wholly or in part, for such a period as it may deem necessary, due to the unsuitable weather, or to such other conditions as are considered

unfavorable for the suitable prosecution of the work, or for such time as it may deem convenient due to failure on the part of the Contractor to carry out orders given or to perform any provisions of the work. The Contractor shall immediately obey such order and shall not resume the work until so ordered in writing by the City.

CONFERENCES AND MEETINGS

When and as directed by the City, the Contractor shall attend all conferences and meetings that the City deems necessary for the proper progress of work under this contract and attendance at such meetings shall be included in the contract price.

ALTERATIONS AND ADDITIONS

The City may, if it deems it necessary, make alternations and modifications to the Specifications and plans for the work, covering any portion under such altered or modified work shall be agreed upon in writing endorsed upon the original contract and signed by the proper parties to the contract. It is expressly understood and agreed that such alterations, additions, modifications or omissions shall not in any way violate or annul the contract. Whenever, during the progress of work, any additional work or change or modification in the work contracted for is agreed upon as aforesaid, such additional work or modification shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original contract.

PAYMENTS

In accordance with the terms of the contract, the City's payment of non-disputed invoices generally will be net 30 from date of receipt of invoice. In submitting proposals under these specifications, contractors should take into account all discounts, both trade and time, allowed in accordance with the above payment policy.

PREVAILING WAGES

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at www.dir.ca.gov. Future effective prevailing wage rates that have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. The Contractor must show the ability to keep appropriate certified payroll records.

CERTIFIED PAYROLL

Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County. Wage rates shall conform to those posted at the City offices and the Project site.

The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1773.8 -Travel and Subsistence Pay
2. Section 1774- Prevailing Wage Requirement
3. Section 1775- Penalty for Failure to Comply with Prevailing Wage Rates
4. Section 1776 - Payroll Records
5. Section 1777.4- Apprenticeship Requirements
6. Section 1777.5- Apprenticeship Requirements
7. Sections 1810 and 1811- Working Hour Restrictions
8. Section 1813 - Penalty for Failure to Pay Overtime
9. Section 1815- Overtime Rate Requirement

INDEMNIFICATION - See the provisions of the Agreement

AWARD AND EXECUTION OF CONTRACT

Within ten (10) business days after the date of the City's notice of award, the Contractor shall execute and return the following contract documents to the City:

- Contract Agreement
- Faithful Performance Bond, if any
- Labor and Materials Bond, if any
- Public Liability and Property Damage Insurance Certificate with Endorsement
- Automobile Insurance with Endorsement
- Workers' Compensation Insurance Certificate
- Tax identification information
- Any other required information, such as that to confirm corporate existence and/or authority

Failure to comply with the above will result in annulment of the award and forfeiture of the bid proposal Guarantee. The Contract Agreement shall not be considered binding upon the City until executed by the authorized City officials. A corporation to which an award is made is required, before the Contract Agreement is executed by the City, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation has the authority to do so.

HOURS OF WORK

The Contractor shall accomplish all construction work between the hours of 8:00 AM and 4:00 PM during the normal workweek, Monday through Friday, and Saturday between 8:00 AM and 4:00 PM.

The Contractor will coordinate inspections with the Building Inspector 48 hours prior to any work being done during evenings or Saturdays.

ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR

The contractor, and all subcontractors, suppliers and vendors, shall comply with any and all applicable local, state and federal laws and regulations.

The contractor at its sole expense shall obtain any and all applicable permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

It is part of the service required of the contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life or property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the City, an emergency exists against which the contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the contractor's operations and when, in the opinion of the City, immediate action is necessary in order to protect the public or property due to the contractor's operations under this contract, the City will order the contractor to provide a remedy for the unsafe condition. If the contractor fails to act on the situation within a reasonable period of time, the City may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the City may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the contractor. However, if the City does not take such remedial measures, the contractor is not relieved of the full responsibility for public safety.

FORMS

CITY OF CANYON LAKE
BID NO 2020-02

ROOF REHABILITATION PROJECT
31540-42 RAILROAD CANYON RD

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

ROOF REHABILITATION PROJECT – 31540-42 RAILROAD CANYON ROAD

Project No. 2020-02

State of California)
County of Riverside) ss

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

By: _____
Signature (CONTRACTOR)

Title (CONTRACTOR)

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

Subscribed and sworn (affirmed)
to before me this

_____ day of _____, 20____

Signature of Officer Administering Oath
(NOTARY PUBLIC)

CONTRACTOR'S PROPOSAL

Date _____ 20 _____

To the City of Canyon Lake:

The Undersigned hereby declares:

(a) That the only persons or parties interested in this proposal as principals are the following:

(If the bidder is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name, under which the co-partnership does business, and the names and addresses of all co-partners. If an individual, state the name under which the contract is to be drawn.)

(b) That this bid proposal is made without collusion with any person, firm or corporation.

(c) That he has carefully examined the location of the proposed work and has familiarized himself with all the physical and climatic conditions and makes this bid proposal solely upon his own knowledge.

(d) That by submitting this bidder's Proposal, he acknowledges receipt and knowledge of the contents of those communications sent by the City of Canyon Lake to him at the address furnished by him to the City of Canyon Lake when this bid proposal form was obtained.

(e) That he has carefully examined the specifications, both general and detail, and the drawings attached hereto, and communications sent to him as aforesaid, and makes this bid proposal in accordance therewith.

(f) That, if this bid proposal is accepted, he will enter into a written contract for the performance of the proposed work with the City.

(g) That he proposes to enter into such contract and to accept in full payment for the work done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are estimates, and that the unit prices will apply to the actual quantities whatever they may be.

Accompanying this bid proposal is a certified or cashier's check or bidder's bond, payable to the order of the City in the amount of

BID SCHEDULE

SPECIFIC TERMS AND CONDITIONS

Pursuant to the Notice Inviting Bids, the undersigned hereby proposes and agrees that on award by the City under this Bid, and in accordance with the provisions therein stated, to execute a Contract, with necessary bonds, to furnish and install any and all labor, materials, transportation, and services for **ROOF REHABILITATION PROJECT – 31540-42 RAILROAD CANYON ROAD, Project No. 2020-02**, in accordance with the Scope of Work and Specifications therefore adopted and on file with the City within the time hereinafter set forth and at the prices named in this Bid as follows:

BASE BID

ITEM NO.	DESCRIPTION	UNIT PRICE	TOTAL
1	Remove from the building and premises all the existing roofing material down to the wood deck		
2	Remove clay roof tile around Mansard and save for later installation, south and southwest locations		
3	Remove all fascia around perimeter, and install new fascia to match existing		
4	Replace any damaged plywood		
5	Install 3" cant strip at all parapets and curves		
6	Install one (1) layer of #28 base sheet mechanically fastened as per manufacturer specifications		
7	Install new galvanized pipe flashing as needed		
8	Build new crickets for proper water flow		
9	Install one (1) smooth modified bitumen torch down heat welded		
10	Install one (1) fully granulated modified bitumen torch down heat welded		
11	Install 2"x4" drip edge metal		
12	Install two (2) layers of Modified TG-2 tile underlayment		
13	Install clay bird stop		
14	Reinstall break resistant clay tiles		
15	Apply mortar cement to all ridge boards		
16	Seal all penetrations		
17	Coat roof with 100% elastomeric coating or similar product per Title 24 requirements		
18	Remove existing six (6) HVAC units and install proper duct curbs, and reinstall units		
19	Daily and final clean		

Sub Total Item 1 - 19 \$ _____

TOTAL AMOUNT BASE BID IN FIGURES \$ _____

TOTAL AMOUNT BASE BID IN WORDS _____

BID PROPOSAL FORM

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____

_____ as principal, and

_____ as surety, are held and firmly bound unto the City, hereinafter "City" in the sum to ten percent (10%) of the total amount of the bid of the principal, to be paid to the said City or its certain attorney, its successors and assigns; for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the principal has submitted the above-mentioned bid to the City for column repair services specifically described as follows, for which bids are to be opened at the City of Canyon Lake, City Hall, on _____ [time] at _____ [address].

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form in accordance with the bid proposal, and files the two bonds with the City, one to guarantee faithful performance and other to guarantee payments for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the Obligee and judgment is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

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

_____ (seal)

_____ (seal)

_____ (seal)

_____ (seal)
PRINCIPAL

_____ (seal)

_____ (seal)
SURETY

_____ (seal)
ADDRESS

NOTE: Signatures of those executing for the surety must be properly acknowledged.

SUBCONTRACTOR LIST

In compliance with the provisions of the Public Contract Code Section 4102, the undersigned bidder herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the General contractor in or about the column repair in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid, and the portion of the work which will be done by each subcontractor.

SUBCONTRACTOR LIST			

If the bidder fails to specify a subcontractor for any portion of the work, the bidder agrees to perform the work with his own crews. (Alternative subcontractors for the same work are prohibited by provisions of the California Government Code.)

_____ Dated

_____ BIDDER Signature

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____ hereinafter referred to as "Contractor" as PRINCIPAL, and

_____ as SURETY, are held and firmly bound unto the City of Canyon Lake, hereinafter referred to as the "City", in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum, will and truly to be made, we bind ourselves, jointly and several firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said contract has been awarded and is about to enter into the annexed contract with said CITY for consideration of the work under the specification entitled **ROOF REHABILITATION PROJECT – 31540-42 RAILROAD CANYON ROAD, Project No. 2020-02** and is required by said City to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said contract on his part to be done and performed at the time and in the manner specified herein; this obligation shall be null and void; otherwise it shall be and in full force and effect;

PROVIDED, that any alterations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said contract shall not in any way release said Contractor or the Surety thereunder nor shall any extension of item granted under the provisions of said contract release either said Contractor or said Surety and notice of such alterations or extensions of the contract is hereby waived by such Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

_____ day of _____, 20____.

PRINCIPAL

SURETY

BY: _____
(SEAL)

BY: _____
(SEAL)

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
hereinafter referred to as "Contractor" as PRINCIPAL, AND _____

as SURETY, are held and firmly bound unto the CITY hereinafter referred to as the "City," in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and several firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contract has been awarded and is about to enter into the annexed contract with said City for construction of the work under the City's specification entitled **ROOF REHABILITATION PROJECT – 31540-42 RAILROAD CANYON ROAD, Project No. 2020-02** required by said City to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor in said contract, or subcontractor, fails to pay for any materials, provisions, provender or other supplies, or for the use of implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and also in case suit is brought upon this bond, a reasonable attorney's fee, to be fined by the court. This bond shall be for the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either said Contractor or said Surety thereunder nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

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

PRINCIPAL SURETY
BY: _____ BY: _____
(SEAL) (SEAL)

SPECIFICATIONS

SECTION 1 - GENERAL PROVISIONS

The work embraced herein shall be done in accordance with the applicable portions of the current edition of the "Greenbook Specifications for Public Works Construction" prepared and promulgated by the Southern California Chapters of the American Public Works Association and Associated General Contractors of California, except when said "Green book Specifications" are in conflict with other contract documents.

The "General Provisions" contained in said "Greenbook Specifications" are by this reference incorporated herein as the General Provisions of these contract documents, subject to the following modifications and additions.

1. Section 2-3, "Subcontracts" Section 2-3 of said "Greenbook Specifications" is amended to read:

Unless otherwise provided in Section 4100.5 of the Government Code, each bidder shall file with his bid the name and address of each subcontractor who will perform the work or labor or render service to the prime Contractor in or about the construction of the work or improvement and of each subcontractor, licensed by the State of California, who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime Contractor's total bid. Only one subcontractor shall be listed for each portion of the work, which portion shall be defined in the bid. In each instance, the nature and extent of the work to be sublet shall be described. The failure of the Contractor to specify a subcontractor, or the listing of more than one subcontractor for the same portion of the work, constitutes an agreement by the Contractor that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

2. Section 3-4, "Changed Conditions" Section 3-4 of said "Greenbook Specifications" is amended to read:

All loss or damage arising out of the nature of the work to be done under the contract, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the work and in the prosecution of the same, or from the action of the elements (except as otherwise provided in Section 6-6 hereof) or from encumbrances on the line of the work, shall be sustained by the Contractor.

3. Section 4-1.1, "General" Section 4-1.1 of said "Greenbook Specifications" is amended to read:

No materials, supplies or equipment for the work under this contract shall be purchased subject to any chattel, mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies and equipment installed and incorporated in the work, and agrees upon completion of

all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the City free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any work covered by the contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection of any right under any law permitting such persons to look to funds due the Contractor, in the hands of the City. The provisions of this article shall be inserted in all subcontracts and material contracts, and notices of its provisions and material contracts, and notices of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

4. Section 6-9, "Liquidated Damages" Section 6-9 of said "Greenbook Specifications" is amended to read:

It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of calendar days as set forth in the contract, damage will be sustained by the City. Because it is impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain, in the event of and by reason of such delay, it is therefore agreed that the Contractor will pay to the City \$250 for each and every calendar days delay in finishing the work in excess of the number of days prescribed.

The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the City may deduct the amount thereof from any monies due or that may become due the Contractor under the contract.

5. Section 7-2.1, "General" Section 7-2.1 of said "Greenbook Specifications" is amended to read:

The Contractor, his agents and employees, shall be bound by and comply with all applicable provisions of the Labor Code and with Federal, State and local laws related to labor. Particular attention is directed to:

- A. Hours of Labor: Eight hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the City, \$25.00 for each worker employed in the execution of the contract by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees shall be permitted upon compensation for all hours worked in excess of 8 hours per day and/or 40 hours

per week at not less than one and one-half times the basic rate of pay, as provided in said Section 1815.

- B. Labor Discrimination: Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and ever Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter".

- C. Prevailing Wage: The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775 the Contractor shall forfeit as a penalty to the City, \$25.00 for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the City has ascertained the general prevailing rate of wages (Which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of worker concerned. The Contractor shall pay travel and subsistence payment to each worker as such payments are defined and required in applicable collective bargaining agreements filled in connection with Labor Code Section 1773.8.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid and will not under any circumstances be considered as the basis of a claim against the City on the contract.

- D. Contractor's Licensing Laws: Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors.
- E. Apprentices: Attention is directed to the provisions of Section 1777.5 and section 1777 .6 of the labor code concerning the employment of apprentices by the contractor or any such subcontractor under him. The Contractor and any

subcontractor under him shall comply with the requirements of said sections in the employment of apprentices. Apprentices engaged in the work shall be employed by the contractor or subcontractor only in strict conformity with applicable law, rule or regulation governing the employment of apprentices, including without limitation, Labor Code 1777 .5. Employment of apprentices in violation of Labor Code 1777 .5 may result in the imposition of sanctions and penalties pursuant to Labor Code 1777.7.

In the awarding of any contract or written order for any public work or improvement, the Director of Public Works/City Engineer, or his/her designee, shall require all contractors and subcontractors offering or agreeing to perform any work on said public improvement to provide proof of participation as a signatory to a recognized apprenticeship and/or training program under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State of California Division of Apprenticeship Standards, where such programs exist for the work to be performed.

They shall also provide information concerning their experience, financial qualifications and ability to perform said contract or subcontract, as well as to whether said contractor or subcontractor possesses, or can obtain the necessary equipment in time to perform said contract or subcontract.

Should the Director of Public Works/City Engineer, or his/her designee, determine that said contractor or any subcontractor is not a signatory to a recognized apprenticeship and/or training program under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State Division of Apprenticeship Standards, where such programs exist for the work to be performed, or he/she does not possess the necessary experience and financial qualifications to perform said contract or subcontract, or that he/she does not possess, or cannot obtain in due time the necessary equipment to perform said contract, the Director of Public Works Engineer, or his/her designee, may reject the bid of any said contractor or subcontractor.

If such determination affects only a subcontractor then the Director of Public Works/City Engineer, or his/her designee, may compel the contractor to substitute a subcontractor who is a signatory to a recognized apprenticeship and/or training program under Chapter 4, (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State of California Division of Apprenticeship Standards, where such programs exist for the work to be performed, or who, in the opinion of the Director of Public Works/City Engineer, or his/her designee, process the necessary experience, financial qualifications, and equipment to perform said subcontract.

This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000.00).

6. Section 7-3. "Insurance" Section 7-3 of said "Greenbook Specifications" is amended to read:

7-3 "Contractor's Liability and Insurance"

- 7-3.1 Contractor's Liability: The City, its Council, Engineer, employees or agents shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work, or for injury or damage to any person or persons, either workers employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work, except willful misconduct of City, or its agents, servants, or independent Contractors directly responsible to.

Contractor shall hold the County of Riverside, its officers, agents and employees free and harmless from any liability whatsoever, including wrongful death, based or asserted upon any act or omission of principal, its officers, agents, employees or Sub-contractors relating to or in any way connected with or arising from the accomplishment of the work, whether or not such acts or omissions were in furtherance of the work required by the Contract Documents and agrees to defend at his expense, including attorney fees, Owner, County of Riverside, its officers, agents, employees and independent Architect in any legal action based on any such alleged acts or omissions.

7. Section 7-13. "Laws to Be Observed" Section 7-13 of said "Greenbook Specifications" is amended to read:

The Contractor shall keep himself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies of tribunals having any jurisdiction or authority over same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any authority over the work; and shall protect and indemnify the City and all officers and employees thereof connected with the work, including but not limited to the Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to the engineer in writing.

8. Section 10. "Other Provisions" Section 10 is added to said "Greenbook Specifications" to read:

- 10.1 Responsibility for Work: Until the formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof and shall bear the risk of injury or damage to any part thereof by the action of the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages as are occasioned by acts of the federal government or the public enemy. In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and shall properly store them if necessary and shall erect temporary structure where necessary. Any other provisions of this contract to the contrary notwithstanding, to the extent required by Chapter 2.5 (commencing with Section 4150) of Division 5 of Title I of the Government Code, the Contractor shall not be responsible for the cost of repairing, or restoring damage to the work caused by an act of God as that phrase is defined in Government Code 4151 (b).

The City will not be held responsible for the care or protection of any material or parts of the work prior to the final acceptance except as expressly provided in these specifications. The City will not be responsible for any changes in the Contractor's operations due to encountering obstructions which may interfere with the work.

- 10.2 Provisions for Emergencies: Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

The Contractor shall use such foresight and shall take such steps and precautions as his operations make necessary to protect the public from danger or damage, or loss of life or property, which would result from the interruption or contamination of public water supply, irrigation or other public service, or from the failure of partly completed work.

Whenever, in the opinion of the engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by process of construction on account of such neglect; and whenever in the opinion of the engineer, immediate action shall be considered necessary in order to protect the public or private, personal or property interests, or prevent likely loss of human life or damage on account of the operations under the contract, then and in the event the Engineer may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as may be deemed necessary, shall be borne by the Contractor, and if he shall not pay said cost and expense upon presentation of the bills therefore, duly certified by the engineer, then said cost and expense will be paid by the City and shall thereafter be deducted from any amounts due, or

which become due said Contractor. Failure of the City, however, to take such precautionary measure, shall not relieve the Contractor of his full responsibility for public safety.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

- 10.3 Guarantees: Besides guarantees required elsewhere, the Contractor shall and hereby does guarantee all work for a period of one (1) year after the date of acceptance of the work by the City and shall repair and replace any and all such work by the City and shall repair and replace any and all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within the one (1) year period from date of acceptance, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above mentioned conditions within a week after being notified in writing, the City hereby authorized to proceed to have the defects repaired and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefore immediately on demand.
9. "Environmental Provisions" The Contractor shall, as appropriate, comply with all provisions of Public Contracts Code Section 7104 (SB1470). The requirements of this code are summarized as follows: In the event Contractor is required to dig any trench or excavation that extends deeper than four feet below the surface in order to perform the work authorized under this contract, Contractor agrees to promptly notify City in writing and before further disturbing the site if any of the conditions set forth below are discovered:
- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.
 - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Contract.
 - (a) City agrees to promptly investigate the conditions, and if City finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in this Contract.
 - (b) That, in the event a dispute arises between City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled

completion date provided for in this Contract, but shall proceed with all work to be performed under the Contract.

Contractor shall retain any and all rights provided either by this contract or by law which pertain to the resolution of disputes and protests between contracting parties.

SPECIFICATIONS

SECTION 2 - STANDARD PROVISIONS

PART I - STANDARD CONDITIONS

SP-1-1.00 GENERAL - It is the intent of these General Provisions, Special Provisions, the plans referred to herein and other documents comprising the contract for the Contractor to provide for and include all labor, materials, equipment, plant, tools, transportation, insurance, bonds, sales taxes, permits, temporary protection, traffic control, watchmen, superintendence and other work necessary to construct and complete all work specified herein, including all addenda and change orders.

The contract documents are complementary, and a requirement in one is as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work.

SP-1-1.01 STANDARD SPECIFICATIONS - The specifications entitled, Standard Specifications for Public Works Construction (Greenbook Specifications), latest edition, as amended, in these Specifications, shall hereinafter be referred to as the Standard Specifications.

All work shall meet all requirements applicable of Federal, State, County and City regulations and codes governing safety, health, welfare, dust and sound control.

SP-1-1.02 DEFINITIONS - Attention is invited to the provisions of Section 1-2 - "Terms, Definitions, Abbreviations, Units of Measure, and Symbols", of the Standard Specifications and these Special Provisions. Whenever in the contract documents, the following terms are used, the intent and meaning shall be interpreted as follows:

AGENCY	City of Canyon Lake
BOARD	City Council of the City of Canyon Lake
ENGINEER	The City Engineer of City of Canyon Lake his properly authorized agents, such agent acting within the scope of the particular duties entrusted to them.
STATE, STATE OF CALIFORNIA	City of Canyon Lake
DIRECTOR OF PUBLIC WORKS	Director of Public Works/ City Engineer Of the City of Canyon Lake
LABORATORY	The laboratory to be designated by the Engineer to test materials and work involved in the contract.
NOTE TO CONTRACTORS	Notice Inviting Bids.

Other terms appearing in the plans, Standard Specifications and in these Special Provisions shall have the same intent and meaning specified in Section 1-2, "Terms and Definitions", of the Standard Specifications.

SP-1-1.03 EXAMINATION OF PREMISES - Before bidding on this work, all prospective bidders shall make a careful examination of the jobsite and shall thoroughly familiarize themselves with the requirements of the Contract. By the act of submitting a proposal for the work, the contractor shall be deemed to have made such study and examination and that he is familiar with and accepts all conditions of the site.

SP-1-2.00 SCOPE AND CONTROL OF THE WORK- Attention is invited to the provisions of Section 2 of the Standard Specifications, the amendments in the General Provisions herein and these Special Provisions.

SP-1-2.01 PLANS AND SPECIFICATIONS -Attention is invited to the provisions of Section 2-5, "Plans and Specifications", of the Standard Specifications and these Special Provisions.

The Specifications, drawings, Special Provisions and all supplementary documents are essential parts of the contract, and a requirement in one is as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work.

If, however, the provisions within the documents comprising the contract are in conflict, the provision with the highest precedence shall prevail. The order of precedence shall be as follows:

1. Change Order
2. Letter of interpretation of a contract provision
3. Addendum
4. Bid Specifications
5. Plans
6. Standard Specifications issued by the Director
7. Specifications of Public Works/City Engineer

Provide and maintain in good order at one's work site, a complete set of contract prints. All changes to the contract shall be clearly recorded on this set of prints. At the end of the project, the contractor shall transfer all changes to one (1) set of prints for submission to the City Engineer.

SP-1-2.02 SCHEME OF WORK - The work contemplated in the project consists of furnishing labor, materials, services and equipment for the work described in these Special Provisions and shown on the plans and delineated in the specifications of this project.

SP-1-2.03 STANDARD PLANS - All work shall conform to the Greenbook Standards and shall be considered a part of these plans and shall be on the jobsite during the entire duration of construction.

SP-1-2.04 TIME LIMIT - The work specified herein shall be completed over sixty (60) calendar days after commencement date given in the Notice to Proceed.

SP-1-2.05 AWARD AND EXECUTION OF CONTRACT - The bidder's attention is directed to the provisions of the Information for Bidders and to these Special Provisions for the requirements and conditions concerning award and execution of the Contract. A guaranty form to be signed and delivered to the Agency before acceptance is included in the proposal.

The award of the Contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements described. The award, if made, will be made within ten (10) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

All bonds in the amounts stipulated in the Information for Bidders shall be furnished by the bidder to whom the contract has been awarded and at this own cost and expense. Whenever the City of Canyon Lake has cause to believe that any such bond has become insufficient, a demand in writing may be made of the contractor for such further or additional bond as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such Contract to the contractor or any assignee of the contractor until such further or additional bond has been furnished.

Before commencing any work, the contractor shall obtain insurance required under the General Provisions of these Specifications and show proof of same. Contractor shall not allow any subcontractor to work until similar insurance required of the subcontractor has been obtained and approved by the General Contractor.

The contractor shall, in providing the insurance as provided in Sections 6 and 7 of the General Provisions, include as a provision of the insurance policy, a clause substantially in the following language:

It is hereby understood and agreed that this policy may not be canceled, nor the amount of the coverage thereof reduced except upon thirty (30) days prior to written notice to the City as evidenced by receipt of a registered letter. The insurance policy shall also specify that it is primary insurance and that any insurance held or owned by the designated additional insureds shall be excess thereto and shall not be called upon to cover a loss under said policy.

SP-1-2.06 AUTHORITY OF THE CITY ENGINEER - The City Engineer shall decide all questions as to the quality or acceptability of the work performed and to the manner or performance and rate of progress of the work, all questions as to the acceptable fulfillment of the contract on the part of the contractor, and all questions as to compensation. His decision shall be final, and he shall have authority to enforce and make effective such decisions and orders which the contractor fails to carry out promptly. Attention is invited to the provisions of Section 2-10 of the Greenbook Specifications.

SP-1-2.07 SUBCONTRACT - Attention is directed to the provisions of Section 2-3, "Subcontracts", of the Greenbook Specifications as amended in the General Provisions herein and these Special Provisions.

A sheet for listing subcontractors, as required, is included in the proposal.

The Contract documents shall not create any contractual relation between any subcontractor and the City. Contractor agrees that he is fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

SP-1-3.00 CHANGES IN WORK - All changes in the work, whether requested by the contractor, initiated by the City and/or caused by changed conditions, shall be undertaken only after the issuance of a change order by the Engineer. Attention is invited to Section 3 of the Green book Specifications and the provisions of Paragraph 2 of the General Provisions. In the event of a change order, Contractor shall provide an itemized estimate for review by the City prior to City approval of said change order. Allowable markup for contractor and subcontractor is 20% on labor and 15% on equipment and materials. Mark-up of the prime contractor on sub-contractor work covered under a change order shall not exceed 5% and 1 % for additional bond.

SP-1-4.00 CONTROL OF MATERIALS AND WORKMANSHIP - All materials, parts and equipment furnished by the Contractor in the work shall be new, high grade and free from defects. Quality of work shall be in accordance with generally accepted standards. Attention is invited to Section 4 of the Standard Specifications and the provisions of Paragraph 3 of the General Provisions. No used or secondhand materials, parts and equipment shall be incorporated in the project unless specifically permitted in writing by the Engineer.

SP-1-4.01 TESTS OF MATERIALS AND WORKMANSHIP - All materials shall first be tested and satisfactorily passed in accordance with the requirements of the plans and these specifications, before incorporating said material in the work. Materials placed otherwise shall be considered defective and will be subject to rejection. The cost of testing of materials and workmanship shall be paid by the City. The cost of re-testing of materials and workmanship shall be at the expense of the contractor. The contractor, at his expense, shall deliver materials for testing to the place and at the time designated by the Engineer. Attention is invited to Section 4-1.4, "Test of Materials", of the Greenbook Specifications.

SP-1-4.02 LABORATORY - The City shall make all arrangements and designate a laboratory to conduct the test requirements for the project. The contractor shall render all necessary assistance to the personnel of said laboratory to facilitate the inspection and testing of materials. Request for inspection and/or testing shall be made at least twenty-four (24) hours in advance.

SP-1-5.00 UTILITIES - The existence and location of utility structures and facilities are shown on the plans or in the Special Provisions according to records and information available to the City. Attention is called to the fact of the possible existence of other utility facilities or structures not known to the City or in a location different from that shown on the plans or in the Special Provisions. The contractor is required to ascertain the location of all underground utility structures and facilities prior to doing work that may damage such structures and facilities, including those not shown, or interfere with their service and to take such precautionary measures in the course

of said work to prevent such damage or interference. Attention is invited to Section 5 of the Greenbook Specifications. If the contractor, while performing the work under the contract, discovers utility structures or facilities not identified in the plans or specifications or shown differently, he shall immediately notify the City in writing of such discovery and allow the City 48 hours to advise. Contractor shall continue with his work on other areas and provide utility purveyors adequate time to resolve the conflict or continue work if in the opinion of the City and utility purveyors, the construction will not impact these utilities.

SP-1-6.00 PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK - Attention is invited to Section 6 of the Greenbook Specifications and these Special Provisions.

SP-1-6.01 PROGRESS SCHEDULE - After notification of award and prior to starting any work, the contractor shall submit to the Engineer for approval his proposed construction schedule. Attention is invited to Section 6-1 of the Greenbook Specifications. The proposed construction schedule shall be submitted on or before the date set for the preconstruction meeting between City and contractor's staff and representatives of utility companies.

SP-1-6.02 BEGINNING OF WORK - The contractor shall begin work in December 2, 2019. If for some reason the City does not authorize the work to begin in December 2, 2019, the work shall begin on the date specified by the City.

SP-1-6.03 TIME OF COMPLETION - The contract time shall commence upon the date of issuance of the Notice to Proceed and shall continue for a period stated in the Proposal. The contractor shall diligently prosecute the project and complete all work within the contract time. Contractor agrees that failure to complete the project within the contract time shall subject him to the liquidated damages provided herein. Attention is invited to Section 6-7 of the Greenbook Specifications.

SP-1-6.04 PROSECUTION OF WORK - The contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control. All persons engaged in the project shall be considered by the City as employees of the contractor and he shall be held responsible for their work subject to the provisions of the contract and specifications. The contractor shall prosecute the work vigorously and diligently until completed with the minimum inconvenience and hazard to the public. Streets and other improvements in the work area shall be restored to their original condition and former state of usefulness as soon as practicable. Attention is invited to the provisions of Section 6-2 of the Greenbook Specifications.

SP-1-6.05 TEMPORARY SUSPENSION OF WORK - The City Engineer shall have the authority to suspend the work wholly, or in part, for such period as he may deem necessary due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the contractor to carry out orders given, or to perform the work in accordance with these Specifications. The contractor shall immediately comply with the written order of the City Engineer to suspend the work wholly or in part. The work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the City Engineer.

In the event of a suspension of work under any of the conditions above set forth such suspension of work shall not relieve the contractor of his responsibilities as set forth under these Specifications.

SP-1-6.06 SUSPENSION OF CONTRACT - If at any time in the opinion of the City Engineer, the contractor has failed to supply adequate working force or material of proper quality or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the City Engineer, within the time specified in such notice, the City in any such case shall have the power to suspend the operation of the contract:

Attention is invited to the provisions of Section 6-3 of the Greenbook Specifications. Upon receiving notice of such suspension, the contractor shall discontinue said work, or such parts of it as the City may designate. Upon such suspension the contractor's control shall terminate and thereupon the City or its duly authorized representative may take possession of all or any part of the contractor's materials, tools, equipment and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery, tools, equipment and appliances at the contractor's expense as may be necessary for the proper conduct of the work and for completion, employ other parties to carry the contract to completion, or may employ the necessary workman, substitute other machinery or materials, and purchase the materials contracted for, in such manner as the City may deem proper; or the City may annul and cancel the contract and relate the work or any part thereof. Any excess cost arising therefrom over and above the contract price shall be charged against the contractor and his sureties, who shall be liable, therefore. In the event of such suspensions, all monies due the contractor or retained under the terms of this contract shall be forfeited to the City; but such forfeiture shall not release the contractor or his sureties from liability for failure to fulfill the contract. The contractor and his sureties shall be credited with the amount of money so forfeited toward any excess of cost over the above contract price, arising from the suspension of the operation of the Contract and the completion of the work by the City as above provided, and the contractor shall be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

SP-1-6.07 TERMINATION OF CONTRACT - Subject to all applicable provisions of these specifications and/or the contract, the Engineer is hereby empowered to direct the time and date of delivery of materials at the site of work and direct the time, rate and sequence of work. If contractor fails to begin delivery of material and equipment or to commence work within the time specified herein, and/or in the contract, or to maintain the rates of delivery of material, or to execute the work in a manner and at such locations as directed by the Engineer, or fails to maintain the approved progress schedule in such manner as well, in the judgment of the Engineer, inure to the interests of the City, or, if in the judgment of the Engineer, the contractor is not carrying out the provisions of the contract in their true intent and meaning, written notice by the City Engineer may be served upon him and the Surety on his faithful performance bond demanding a satisfactory compliance with the contract, and with these specifications. If the contractor and/or his Surety refuses or neglects to comply with such notice within five (5) days after receiving same, or after commencing so to do, fails to continue so to do, or has assigned or sublet the contract without the consent of the Engineer, then the Engineer may exclude him from the premises and take possession thereof, together with all material and equipment thereon, and may complete the work itself, either by force account, or by letting the unfinished portion of the work to another

contractor or by a combination of such methods. In any event, the cost of the completion of said work shall be a charge against the contractor and his Surety and may be deducted from any money due or becoming due from the City, and if the sums due under the contract are insufficient, said contractor and/or his Surety shall pay' to the City within five (5) days after the completion of the work all of such cost in excess of the contract price.

The Surety, in the event that it assumes part of the work, shall take the contractor's place in this contract in all respects for that part and shall be paid by the City for all work performed by it in accordance with the terms of this contract. If the Surety assumes the entire contract, all monies remaining due the contractor at the time of his default shall be made payable to the Surety as the work progresses, subject to the terms of the contract.

SP-1-6.08 LIQUIDATED DAMAGES - It is hereby understood and mutually agreed by and between the contractor and the City, that the date of beginning and the time of completion as specified in the contract of the work to be done hereunder are essential conditions of this contract. Attention is invited to Section 6-9 of the Greenbook Specifications as amended in Paragraph 4 of the General Provisions.

The contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the contractor does hereby agree, as a part consideration for the awarding this contract, to pay to the City of Canyon Lake the amount of liquidated damages stipulated in Paragraph 4 of the General Provisions for each and every calendar day that the contractor shall be in default after the time stipulated in the contract for completing the work, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth.

The said amount is fixed and agreed upon by and between the contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.

SP-1-7.00 RESPONSIBILITIES OF THE CONTRACTOR - Attention is invited to Section 7 of the Greenbook Specifications as amended in the General Provisions and the provisions of these Special Provisions. The contractor shall keep himself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe comply with all such existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the City, and all officers and employees thereof connected with the work; including but not limited to the City Engineer, against any claim or liability arising from or based on the violation of any such law, ordinances, regulation, order, or

decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawing, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, the contractor shall forthwith report the same to the Engineer in writing.

SP-1-7.01 ASSUMPTION OF RISK - During the progress of the work, the City of Canyon Lake will not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public; for damage to adjoining property from any cause which might have been prevented by the contractor, or his workmen, or anyone employed by him; against all of which injuries or damages to persons and property the contractor having control over such work must properly guard. The contractor shall be responsible for any damage to any person or property resulting from defects or obstructions or from any causes whatsoever during the progress of the work or at any time before its completion and final acceptance, and shall indemnify and save harmless the City of Canyon Lake and/or its officers and/or its employees from all suits or actions of every name and description, brought for, or on account of any injuries or damages received or sustained by any person or persons, by or from the Contractor, his agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the contractor or his agents.

SP-1-7.02 LABOR - Attention is invited to the provisions of Section 7-2 of the Greenbook Specifications as amended in Paragraph 5 of the General Provisions.

SP-1-7.03 LIABILITY INSURANCE - Attention is invited to the provisions of Section 7-3 of the Greenbook Specifications as amended in Paragraph 6 of the General Provisions.

SP-1-7.04 WORKER'S COMPENSATION INSURANCE - Attention is invited to the provisions of Section 7-3.3 of the Greenbook Specifications as amended in Paragraph 7 of the General Provisions.

SP-1-7.05 PERMITS AND INSPECTION – If applicable, the contractor shall obtain a no-fee excavation permit before proceeding with any work on the project.

The contractor shall call for inspections at the different stages of the work as required by the City of Canyon Lake Public Works Inspector. Any portion of the project completed without these required inspections shall be considered as defective and the City reserves the right to reject the affected portion of the work. The contractor shall remove rejected portion of the work upon instruction by the City without additional compensation.

City inspectors work from 8:00 a.m. until 5:00 p.m., Monday through Friday. Inspections outside these hours and legal holidays may be available through appointments approved by City Engineer only, and inspector's time will be billed to the contractor at the rate of \$85.00 per hour. This does not apply for work at intersections where the traffic control plans call for work to take place outside of these hours.

SP-1-7.06 CONTRACTOR'S REPRESENTATIVE - On or before the preconstruction meeting, the contractor shall designate, in writing, a representative who shall have complete authority to act for him. An alternate representative may also be designated. The representative

or alternate shall be present at all times at the worksite whenever work is in progress or whenever actions of the elements require his presence to take measures necessary to protect the work, persons or property. Attention is invited to Section 7-6 of the Greenbook Specifications.

SP-1-7.07 COOPERATION AND COLLATERAL WORK - Attention is directed to Section 7-7 of the Greenbook Specifications and these Special Provisions.

Construction work by other contractors may be underway within or adjacent to the worksite specified herein. For this reason, the contractor shall cooperate with all such other contractors to the end that any delay or hindrance to their work shall be avoided, or conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by his operations, and for loss caused the other due to his unnecessary delays or failure to finish work within the time specified for completion. The Engineer reserves the right to direct the contractor to perform other or additional work at the worksite at any time in order to better coordinate the different activities on the entire project.

SP-1-7.08 PROJECT APPEARANCE -The contractor shall maintain a neat appearance to the work. Attention is invited to Section 7-8 of the Greenbook Specifications.

In any area visible to the public, the following shall apply:

Broken asphalt concrete, aggregate base and debris developed during removals, shall be disposed of concurrently with its removal.

Dust caused by the passage of public traffic through the work shall be considered as resulting from the contractor's performance of the work.

Whenever the contractor fails to control dust resulting from the performance of the work, the Engineer may cause such dust to be controlled and costs thereby incurred shall be deducted from monies due or to become due the contractor.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed, therefore.

SP-1-7.09 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS - The Contract shall take all necessary precautions to protect in place all existing medians, curb, sidewalk, trees, plants, turf and irrigation lines, etc., not scheduled for removal. The entire cost of replacing and/or repairing said existing improvements shall be borne by the contractor. Attention is directed to the provisions of Section 7-9 of the Greenbook Specifications. Permit conditions, rules and regulations of agencies having jurisdiction over the contractor's operations shall be strictly complied with.

The contractor shall protect existing improvements in place wherever possible. All existing improvements which must be removed for construction shall be restored to an equal or better condition than that of the existing improvements removed or damaged. Restoration of existing improvements shall be in accordance with the Plans and Specifications and all provisions of the City of Canyon Lake Standard Plans.

The contractor shall preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs which have been placed within the right-of-way.

Full compensation for the work involved in the preservation of property as above specified shall be considered as included in the prices paid for the various contract items of work, and no additional allowance will be made, therefore.

SP-1-7.10 PUBLIC CONVENIENCE - The contractor shall so conduct his operations to offer the least possible obstruction and inconvenience to the public or to the public traffic. Where existing streets are not available for use as detours, unless otherwise provided in these Special Provisions, all traffic shall be permitted to pass through the work.

Convenience of residents along the street or in the vicinity of the project site shall be provided for as far as practicable. Convenience access to driveways, houses and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting streets shall be provided and kept in good condition.

Full compensation for all work involved in providing for public convenience as set forth in this section shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

SP-1-7.11 PUBLIC SAFETY - The contractor shall furnish, erect, and maintain such fences, barriers, lights and signs as are necessary to give adequate warning to the public at all times that the work is under construction and of any dangerous conditions to be encountered as a result thereof in strict compliance with the latest edition of the "Work Area Traffic Control Handbook"; W.A.T.C.H. Attention is directed to Section 7- 10.4 of the Greenbook Specifications as amended in Paragraph 8 of the General Provisions. He shall also erect such warning and directional signs as shown on plans and as requested by the Engineer. This shall include installing and maintaining all items shown on the traffic control plans provided as part of the bid package.

All barricades shall be of substantial construction and painted in a distinctive color or manner so as to be clearly visible to the approaching public.

Should the City place any warning lights or barricades to protect or warn the public of any dangerous condition connected with contractor's operations, contractor shall become liable to the City at the current rental rate per night for each lantern or warning light placed by the City, plus actual labor, equipment rental and overhead costs, with a minimum charge of fifty (\$50.00) dollars per day for each obstruction or dangerous condition so barricaded or lighted.

The contractor shall conduct his operations such that fire hydrants, meter vaults, water and gas shut-off valves, and similar facilities are not buried during the course of the work and so as to offer the least possible obstruction and inconvenience to public traffic and to properties along the construction areas.

The contractor shall have at the worksite applicable copies or extracts of Construction Safety Orders.

All trenches next to the traveled way shall be protected from traffic at all times or shall be sufficiently sloped per the inspector.

Full compensation for all work involved in providing for public safety as set forth this section shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made, therefore.

SP-1-7.12 PUBLIC NOTICE - The Contractor shall notify the residents/businesses and schools affected by construction in writing not less than 7 days in advance of commencement of construction or storage of material upon the streets. The notice shall include but not be limited to:

1. The time and date of commencement.
2. A copy of the proposed construction schedule.
3. Date of completion.

In addition to the above, the Contractor shall notify all affected parties if work is to begin on new portions of the project as work proceeds, especially if the work involves changes to the traffic control system.

A copy of this notification shall be approved by the City Engineer prior to its distribution.

Personal vehicles of the contractor's employees shall not be parked on the traveled way at any time, including any section closed to public traffic.

When entering or leaving roadways carrying public traffic, the contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

SP1-7.13 SOUND CONTROL REQUIREMENTS - If work is permitted for evening and weekends and holidays, the noise level from the contractor's operations, between the hours of 8:00 p.m. and 6:00 a.m., shall not exceed 86 dB at a distance of fifty (50') feet. This requirement in no way relieves the contractor from the responsibility for complying with local ordinances regulating noise level. All other times, noise level shall be in compliance with standards.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of Work involved and no additional compensation will be allowed, therefore.

SP-1-7.14 LAWS TO BE OBSERVED - The contractor shall keep himself fully informed of Stated and National laws and County and City ordinances and regulations which in any manner affect those employed in the work or the materials used for the work or in any way affect the conduct of work. Attention is directed to Section 7.13 of the Greenbook Specifications as amended in Section 9 of the General Provisions.

SP-1-7.15 ADVANCE NOTIFICATION - It shall be the contractor's responsibility to determine and notify those agencies requiring advance notification for inspection or other purposes before beginning construction in any area of concern to said agency. A minimum of

forth-eight (48) hours advance notice shall be given to the various agencies before beginning construction in the area, unless specific advance times and requirements are stated in these detailed specifications or required by the agency.

The following entities shall be notified at least seventy-two (72) hours in advance of any street closure or restriction to access by the contractor. Coordination of established service schedules will be available to the contractor at the preconstruction meeting.

Southern California Edison Company	(909) 925-5999
Southern California Gas Company	(800) 662-9777
Eastern Municipal Water District	(909) 928-3777
Frontier Communications	(800) 483-5000
Spectrum	(951) 232-3664
Elsinore Valley Municipal Water District	(909) 674-3146

Any others that are determined by the City Engineer, as necessary to be notified.

It is anticipated that existing utilities will not interfere with the contractor's operations. However, the contractor shall exercise due care to ensure that these utility facilities are not damaged during his operations. The contractor shall call Underground Service Alert (U.S.A.), 800-227-2600, twenty-four (24) hours prior to performing any excavation on this project.

SP-1-7.16 EXPOSURE OF UTILITIES IN ADVANCE OF WORK - It shall be the contractor's responsibility to determine the true location and depth of all utilities and service connections which may be affected by or affect the work. Contractor shall also determine what type, material, and condition of these utilities.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed, therefore.

SP-1-7.17 INTERPRETATION OF DRAWINGS AND CONTRACT DOCUMENTS - If any person contemplating to submit a bid for the proposed work is in doubt as to the correct and true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Engineer, a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the document in question will be made by Addendum duly issued and a copy of such Addendum will be mailed or delivered to the forecited person as well as the other prospective bidders. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE PLANS, SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS.

PART II -STANDARDS CONSTRUCTION DETAILS

SP-2-1.00 SCOPE OF WORK - The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the General and Specific Specifications (collectively the "Specifications") and Contract Documents for the above stated contract.

SP-2-2.00 SITE OF THE WORK - Site of the work is in the City of Canyon Lake, California.

SP-2-3.00 TIME OF COMPLETION - The work shall be completed within sixty (60) calendar days from December 2, 2019. The time stated for completion includes final cleanup and any testing required. Additional days will be given for days classified as "rain days" by the City Engineer.

SP-2-4.00 LIQUIDATED DAMAGES - As defined in Section 6-9 of the Greenbook Specifications, the amount fixed for liquidated damages for delay in completion is \$250.00 per calendar day.

SP-2-5.00 INSURANCE - The Contractor shall, as provided in Paragraph 6 of the General Provisions maintain public liability, vehicle liability and property damage insurance, and bodily injury insurance per Section 7-3 of the Greenback Specifications and as shown in this specification.

SP-2-6.00 PRECONSTRUCTION CONFERENCE - The Contractor to whom the contract is awarded shall attend a preconstruction conference at a location and time set by the City Engineer.

SP-2-7.00 CONSTRUCTION MEETINGS - Construction meetings will be held at the jobsite as required and as requested by the Contractor or the City Engineer to coordinate and discuss construction activities. Details regarding jobsite meetings will be arranged at the preconstruction conference.

SP-2-8.00 STANDARD SPECIFICATIONS - Specifications for work shall follow in order of:

- A. Bid Specification Package
- B. Standard Specifications for Public Works Construction (Greenbook Specifications)

References made to Standard Specifications shall mean the latest edition of the Standard Specifications for Public Works Construction together with supplements. In case of conflicts between plans, specifications and the above standards, the most stringent in the opinion of the City Engineer shall apply.

SP-2-9.00 SPECIFICATIONS FURNISHED TO CONTRACTOR - The Owner will furnish to the successful Contractor, three (3) sets of specifications. Additional quantities of specifications will be furnished at reproduction cost.

SP-2-10.00 SITE INSPECTION AND VERIFICATION OF EXISTING CONDITIONS - It shall be the Contractor's responsibility to make all examinations, and field studies necessary, both

surface and sub-surface, to determine the character of materials and geologic and soils conditions that will be encountered in the work and to fully determine all existing conditions affecting the project and all related cost factors.

SP-2-11.00 SAFETY - In compliance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the jobsite; including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

When performing underground work, Contractor shall call Underground Service Alert, (800) 227-2600, the one-call underground facility locating service, two working days prior to beginning work on the project. All underground facilities marked in response to the locating phone call shall be hand-dug and exposed prior to any use of power equipment for excavation. If there is any substantial discrepancy between the field locations of underground facilities and those locations shown on the plans, the Contractor shall notify the Engineer prior to making an excavation.

SP-2-12.00 PROTECTION OF EXISTING FACILITIES - During the installation of work, Contractor shall insure that existing facilities, fences and other structures are all adequately protected, unless otherwise stated in the plans or specifications, and that, upon completion of all work, all facilities that may have been damaged are restored to a condition acceptable to the Owner, and no error or omission on said plans shall be construed to relieve the Contractor from the responsibility of protecting any such pipe, conduit or other existing utility structure, fence or structure.

SP-2-13.00 EXAMINATION OF SPECIFICATIONS AND SITE OF WORK - The bidder shall examine carefully the site of the work contemplated. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered as to character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the bid proposal, plans and specifications.

When deemed necessary by the Engineer, revisions of the contract drawings and additional detailed drawings will be issued to the Contractor during the progress of the work.

The Contractor shall inform the Engineer a reasonable length of time in advance of the times and places at which he intends to work in order that inspection may be provided, and then the necessary measurements for records and payments may be made with minimum inconvenience.

SP-2-14.00 COMPLIANCE WITH REGULATIONS - The Contractor shall familiarize himself and comply with all applicable Federal, State, County and City and Special District rules and regulations pertaining to the job and jobsite safety.

SP-2-15.00 DUST ABATEMENT - The Contractor shall furnish all labor, equipment and means required and shall carry out protective measures wherever and as often as necessary in the opinion of the Engineer to prevent his operations from producing dust in amounts damaging to property or causing nuisance. The Contractor shall be responsible for any damage resulting from dust originating from his operations. The dust abatement measures shall be continued until the Contractor has completed the work and the work is accepted by the City whereby, he is relieved of further responsibility. All compensation to be received for dust abatement shall be

included in the unit price paid for other items of work listed on the Bid Form and no additional allowance will be made therefore.

SP-2-17.00 COOPERATION BETWEEN CONTRACTORS - The Contractor shall be required to cooperate fully with all utility and public agency representatives engaged in construction, relocation, altering or otherwise re-arranging any facilities interfering with the progress of the work. Full compensation for any delay or inconvenience to the Contractor's operation due to such operations as described above shall be considered included in the unit price paid for other items of work and no additional allowance will be made therefore.

SP-02-18.00 DAILY CLEANUP AND ACCESS - At the completion of work each day, the Contractor shall leave the work area in a clean, safe condition. Access to all adjacent properties and driveways and intersections shall be maintained at all times.

SP-2-19.00 FINAL CLEANUP - After completion of all other work on the project, and before making application for acceptance of the work, the Contractor shall clean the site of his operations, including any areas under the control of the City that have been used by the Contractor in connection with the work.

SP-2-20.00 MAINTENANCE AND GUARANTEE - As specified in Paragraph 10.3 of the General Provisions, the Contractor shall guarantee the work constructed by him for a period of one year following date of acceptance by the Owner.

SP-2-21.00 PROTECTION OF THE PUBLIC - The following minimum restrictions shall be maintained by the Contractor in the conduct of his work:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, or from the failure of partially completed work or partially removed facilities. Conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this Contract.

Whenever, in the opinion of the City Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the City Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this Contract, the City Engineer will order the Contractor to provide a remedy for the unsafe conditions.

If the Contractor fails to act on the situation within a reasonable time period, the City Engineer may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the City Engineer, may seem reasonable and necessary.

The cost and expense of said labor and material together with the cost and expense of such repairs as are deemed necessary shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment

due to the Contractor. However, if the City does take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

SP-2-22.00 HOURS OF WORK - Except where otherwise noted, all work shall normally be performed between the hours of 8:00 a.m. and 4:00 p.m. on Monday thru Friday except holidays. The Contractor shall obtain the approval of the City Engineer if he desires to work outside of the hours stated herein. The Contractor shall reimburse the City for any inspection outside of the City's normal working hours at the rate of \$85.00 per hour.

SP-2-23.00 CONTRACTOR'S RESPONSIBILITY - The Contractor shall be responsible to adhere to these specifications as closely as possible. It is the Contractor's responsibility to confer with the City Engineer and to get a written agreement as to the necessary changes prior to performing any work that is not in conformance with these specifications or the contract drawings.

SP-2-24.00 CONSTRUCTION AND ENCROACHMENT PERMITS - The Contractor and his subs shall procure all permits and business licenses pay all charges fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work. Any costs for these fees and/or permits shall be included in the prices listed in the Bid Form.

It is the responsibility of the Contractor to contact the applicable agencies and make himself knowledgeable and responsible to all of their requirements. The Contractor shall at no additional cost to the City, construct the work in strict accordance with all agencies standards.

SP-2-33.00 CONSTRUCTION MATERIALS AND METHODS:

GENERAL - Contractor shall contact the affected utility companies for information regarding identification, location, and depth of underground utilities.

PRESERVATION OF PROPERTY - Existing improvements in other areas of the property whereon demolition and removal is being performed shall be protected from damage resulting from operations of the Contractor and the Contractor shall be responsible for such damage. In like manner any building, structure, tree, shrub, or other item designated for preservation on the property where demolition and removal is being performed shall be similarly protected and preserved.

DUST CONTROL - The Contractor shall provide such dust laying equipment and methods as may be required to protect adjacent property from annoyance or damage from dust caused by his operations, and failure to control such dust shall be cause for the Engineer to stop the work until said dust is controlled, and the Contractor shall have no recourse to collect from the Town for any loss of time or expense sustained by him due to such suspension of work.

FURNISHING AND APPLYING WATER - Furnishing and applying water shall be considered as included in the bid price paid for the various contract items of work requiring such water and no additional compensation will be made, therefore.

SP-2-35.00 AWARD OF CONTRACT - The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

SPECIFICATIONS

SECTION 3 – SPECIAL PROVISIONS

SP-3-1.00 REMOVAL AND DISPOSAL OF MATERIALS – All materials removed must be hauled away from the project site at the end of construction and legally disposed of and/or recycled at a site located outside the city limits of the Canyon Lake. Section 300-1.3 of the Standard Specifications for Public Works Construction shall apply. The Contractor shall recycle materials whenever possible.

Except as otherwise specifically authorized by the City Engineer, all self-propelled equipment used by the Contractor in excavation, breaking and removal operations for site improvements work shall be equipped with rubber tires.

The cost for this item will be included in all other items of work and no additional compensation will be paid.

SP-3-2.00 AVOIDANCE OF DUST NUISANCE – The Contractor shall take all necessary measures in order to avoid the nuisance of excessive dust resulting from the process of breaking, reconstructing and removing any materials on the project site. Such measures shall be employed for the duration of the contract work. Refer to Section 7-8.1 of the Standard Specifications for Public Works Construction (Green book).

The cost for this item will be included in all other items of work and no additional compensation will be paid.

SP-3-3.00 STORAGE OF MATERIALS IN PUBLIC STREETS – The Contractor shall comply with the requirements set forth in Section 7-10.2 of the Standard Specifications.

SP-3-4.00 MATERIALS AND METHODS ADDITIONS – References in this section refer to STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), latest edition, unless otherwise specified.

SP-3-5.00 MOBILIZATION – Mobilization shall comply with the requirements of Section 9-3.4, "Mobilization", of the Standard Specifications

The cost for this item will be included in all other items of work and no additional compensation will be paid.

SP-3-6.00 TRAFFIC CONTROL – Attention is directed to Section 7-10, "Public Convenience and Safety", of the Standard Specifications for Public Works Construction, Latest Edition and these Special Provisions.

Contractor is responsible to prepare a set of traffic control plans for approval. Traffic Control plan shall follow WATCH manual and MUTCO standards.

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public. Convenience access to abutting properties shall be maintained whenever possible and as directed by the Engineer

Full traveled way shall be open for use by public traffic on Saturdays, Sundays, and designated legal holidays, after 3:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress on working days.

Portable changeable message (PCM) signs shall be furnished, installed, and always maintained in conformance with Caltrans Specifications.

Contractor shall maintain at least two open lanes of traffic in each direction during the entire construction process.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time.

The Contractor shall notify local authorities of his intent to begin work at least five (5) days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles. All places of business and residences along the streets that are within the limits of any work shall be notified by the Contractor in writing at least five (5) days prior to commencement of work. This notification shall explain the sequence of work and indicate any restrictions of access. Verbal notification shall be given to all places of business and residences at least 18 hours in advance of commencing work that will affect access to and from their properties.

TURNING MOVEMENTS – The Contractor shall post appropriate signs restricting turns when directed to do so by the Engineer

PARKING RESTRICTIONS – Unless otherwise provided herein, the Contractor may post temporary dated "NO PARKING" signs within the area of work as required to facilitate construction operations, subject to approval of the Engineer.

TRAFFIC LANES – Traffic lanes shall have a minimum width of 10 feet. A minimum shoulder width of 2 feet shall be provided adjacent to curbs, posts and other similar obstructions, and 5 feet shall be provided adjacent to any excavation, unless otherwise authorized by the City Engineer.

Temporary traffic control shall be paid on a lump sum basis and no additional compensation will be allowed therefor.

SP-3-7.00 PUBLIC CONVENIENCE – During the progress of work, adequate provisions shall be made by the Contractor to accommodate the normal vehicular and pedestrian traffic along streets, roads, highways and alleys immediately adjacent to or crossing the work, so as to cause a minimum of inconvenience to the general public. The Contractor shall furnish, install, and upon completion of the work, remove all signs and warning devices required for directing, protecting, and detouring the public during construction. Emergency vehicles shall always be permitted access to any street.

The cost for this item will be included in all other items of work and no additional compensation will be paid.

SP-3-8.00 REMOVE AND DISPOSE OF EXISTING ROOF – The contractor shall provide such material, equipment and methods as may be required to remove existing roof. The roof removal method shall be determined based on existing conditions of the current roof. Removed material shall be stored at designated staging area.

All removed materials shall become property of the Contractor and shall be disposed of outside of the right-of-way in accordance with 300-2.2, "Unsuitable Materials", and Section 300-2.6, "Surplus Material", of the Standard Specifications.

SP-3-9.00 INSTALL TEMPORARY FENCING – The contractor shall provide such material, equipment and methods as may be required to install temporary chain link fencing at locations where the existing fence is removed, and the new fence panels are to be installed the next working day. Temporary chain link fencing shall be used to maintain a secure boundary during non-working hours. Temporary fencing shall be minimum height of 5'.

The *Linear Foot* contract unit price paid for "Install Temporary Fencing" shall include full compensation for furnishing all labor, materials and equipment needed for doing all work involved in the erection and deconstruction of temporary chain link fencing as directed by the Engineer no additional compensation will be allowed therefore.

This Contract and Agreement, is made and effective this ____ day of _____ 2020, by and between the City of Canyon Lake, a California general law City ("CITY"), located at 31516 Railroad Canyon Road, Canyon Lake, CA 92587, and _____ ("CONTRACTOR").

WITNESSETH:

WHEREAS, CITY desires to hire a company to provide column repair services pursuant to CITY specifications and duly developed, prepared and implemented a bid for such work; and

WHEREAS, CONTRACTOR submitted the lowest responsive and responsible bid for such services indicating that it has the requisite personnel and experience, and is capable of providing the deliverables for as the CITY as set out in the PROPOSAL FOR ROOF REHABILITATION PROJECT – 31540-42 RAILROAD CANYON ROAD;

NOW, THEREFORE, it is mutually understood and agreed by CITY and CONTRACTOR as follows:

ARTICLE 1.
COMPLETE AGREEMENT

A. The complete Agreement shall consist of the following component parts: This Agreement, and Amendments, if any; the Notice Inviting Bids; the Bid Terms and Conditions and Instructions to Bidders; the signed Bid Proposal, the Subcontractor List if a portion of the work is to be performed by a subcontractor, the non-collusion Affidavit, the accepted CONTRACTOR's bid, dated _____, 2020, including all attached documents; the required bond(s) fully executed, if any; each of the component parts of the bid documents; and the addenda, if any. Agreement between CITY and CONTRACTOR and the said other documents are as fully a part of this Agreement as if hereto attached or herein repeated.

This instrument and the other documents mentioned above in this Article 1 constitute the complete and exclusive statement of the term(s) and condition(s) of the Agreement between CITY and CONTRACTOR and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s).

B. In the event of any discrepancy between or among the portions of the Agreement Documents, the following shall take precedence: (a) Change Orders/ Amendments/ Modifications; (b) this Agreement; (c) the accepted CONTRACTOR's proposal; (d) Addenda, if any; and (e) the solicitation, if any.

C. CITY's failure to insist in any one or more instances upon CONTRACTOR's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to such performance or to future performance of such term(s) or condition(s) and CONTRACTOR's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon CITY except when specifically authorized by signed written amendment to this Agreement issued in accordance with the provisions of this Agreement.

ARTICLE 2.
SCOPE OF WORK

A. CONTRACTOR shall provide all labor, materials, equipment, and services required to perform the Statement of Work attached hereto as the ROOF REHABILITATION PROJECT – 31540-42 RAILROAD CANYON ROAD and incorporated herein by this reference.

Furthermore, CONTRACTOR shall perform the Statement of Work in accordance with the Bid Sheet attached hereto as ROOF REHABILITATION PROJECT – 31540-42 RAILROAD CANYON ROAD and incorporated herein by this reference.

B. All services and equipment shall be provided at the times and places designated by the CITY.

ARTICLE 3.
TERM

This contract shall commence upon signed contract and end on or before sixty (60) days. City has the option of extending the contract after this date, based on the performance of the Contractor. All work shall commence immediately upon receiving a written Notice to Proceed from the CITY.

ARTICLE 4.
MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, CITY and CONTRACTOR mutually agree that CITY's maximum cumulative payment obligation hereunder (including, but not limited to obligation for CONTRACTOR's costs and profit), shall be _____ dollars and _____ cents (\$ AMOUNT) for the Scope of Work which shall include all amounts payable to CONTRACTOR for its labor, subcontracts, leases, materials, equipment, the deliverables, and costs arising from CONTRACTOR's performance of this Agreement. CONTRACTOR exceeds the maximum cumulative amount at its own risk and expense.

ARTICLE 5.
PAYMENT

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, and subject to the maximum cumulative payment obligation provisions set forth in Article 6 below, CITY shall pay CONTRACTOR for work satisfactorily completed in accordance with the terms of the contract.

B. **Monthly Payment** CITY shall make payments based on invoices received for services satisfactorily performed.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to CONTRACTOR of improper payment requests, and provides for the payment of interest on progress payment requests that are not timely made in accordance with

that Article. This agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

A deduction of five percent (5%) shall be made from the estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, and from the remainder there shall be further deducted any amounts due the City from the Contractor for supplies or materials furnished or services rendered and any other amounts that may be due the City under the terms of the contract. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the progress estimate for that month.

Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the CONTRACTOR.

ARTICLE 6.
PREVAILING WAGES

Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County. Wage rates shall conform to those posted at the CITY offices and the Project site.

The following Labor Code sections are hereby referenced and made a part of this Agreement:

- | | |
|-------------------------|--|
| 1. Section 1773.8 | Travel and Subsistence Pay |
| 2. Section 1774 | Prevailing Wage Requirement |
| 3. Section 1775 | Penalty for Failure to Comply with Prevailing Wage Rates |
| 4. Section 1776 | Payroll Records |
| 5. Section 1777.4 | Apprenticeship Requirements |
| 6. Section 1777.5 | Apprenticeship Requirements |
| 7. Sections 1810 & 1811 | Working Hour Restrictions |
| 8. Section 1813 | Penalty for Failure to Pay Overtime |
| 9. Section 1815 | Overtime Rate Requirement |

ARTICLE 7.
CONTRACTOR'S LICENSE

At the time of commencing work and throughout the Project duration, CONTRACTOR shall be in possession of a valid California State Contractor's License, applicable building license and certifications as listed below:

- o City of Canyon Lake Business License
- o Class 'A' General Contractor License
- o Class C39 Roofing Contractor License

Furthermore, CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE 11 INSURANCE

The bidder shall not commence work under this contract until it has secured all insurance and bonds required nor shall it allow any subcontractor to commence work on this contract until all similar insurance and bonds required of the subcontractor have been obtained. All insurance issued in compliance with this section shall be issued in the form, and be an insurer or insurers, satisfactory to and first approved by the CITY in writing.

Without limiting Contractor's indemnification of CITY, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability, and a \$2,000,000 completed operations aggregate.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than \$4,000,000 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies; and
- Policies shall "follow form" to the underlying primary policies.
- Insured under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor 's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees,

Contractor shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY and their officers, officials, agents, employees and authorized volunteers.

Other provisions or requirements:

Proof of insurance. Contractor shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by CITY prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, their agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

CITY's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by Contractor or CITY will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, CITY may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against

CITY and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Contractor of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and their officers, officials, employees, agents and authorized volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

CITY's right to revise requirements. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the CITY and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. Contractor shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Contractor agrees to provide immediate notice to CITY of any claim or loss against contractor that includes CITY as a defendant. CITY assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY. In the event of any loss that is not insured due to the failure of to comply with these requirements, Contractor agrees to be personally responsible for any and

all losses, claims, suits, damages, defense obligations and liability of any kind attributed to the CITY, or the CITY's employees as a result of such failure.

Contractor agrees not to attempt to avoid its defense and indemnity obligations to CITY and its employees, agents, officials and servants by using as a defense contractor's statutory immunity under workers' compensation and similar statutes.

Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which contractor conducts operations of any type on behalf of CITY. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of contractor.

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross-liability exclusions that preclude coverage for suits between contractor and CITY or between CITY and any party associated with CITY or its employees.

For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.

Contractor agrees that upon request, all agreements with subcontractors or others with whom contractor contracts with on behalf of CITY will be submitted to CITY for review. Contractor acknowledges that such contracts or Agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of CITY to request copies of such agreement will not impose any liability on CITY, or its employees.

If contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insured

ARTICLE 12 **CHANGES**

By written notice or order, CITY may, from time to time, order work suspension or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to CITY by CONTRACTOR as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, CONTRACTOR shall promptly notify CITY thereof and assert its claim for adjustment within ten (10) days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the agreement as changed.

ARTICLE 13.
CONTRACTOR CLAIMS OF \$375,000 OR LESS

Claims by the CONTRACTOR relating to the Project for (a) a time extension; (b) money or damages arising from work done by, or on behalf of, the CONTRACTOR on the Project for which payment is not expressly provided for or to which the CONTRACTOR is not otherwise entitled; or (c) an amount that is disputed by the CITY, with a value of Three Hundred Seventy Five Thousand Dollars and 00/100 (\$375,000.00) or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and California Public Contract Code Sections 20104 through 20104.6, incorporated by reference. Notwithstanding, statutory Govt. Code Claims procedures apply to any dispute that remains unresolved or to amounts in excess of this limit.

Effective January 1, 2017, the provisions of Public Contract Code Section 9204 govern claims by the CONTRACTOR to the CITY. The provisions of Section 9204 are attached as **Exhibit A** and included by reference.

ARTICLE 14.
TERMINATION

A. **Termination Prior to Expiration of Term** CITY reserves the right to terminate this Agreement at any time, with or without cause, upon ninety (90) days' written notice to CONTRACTOR. Upon receipt of any notice of termination, pursuant to this Section, CONTRACTOR shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. CONTRACTOR shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer.

B. **Termination for Default of CONTRACTOR** If termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, CITY may take over work and prosecute the same to completion by contract or otherwise, and CONTRACTOR shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation stipulated for the purpose of setoff or partial payment of the amounts owed to the CITY.

ARTICLE 15.
INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

In addition to any other indemnification provisions of the Contract Documents, and specifically indemnifications for hazardous materials, Contractor shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY and its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation.

The Contractor shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to CITY, its employees and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of contractor in the performance or subject matter of this agreement. In the event contractor fails to obtain such indemnity obligations from others as required here, contractor agrees to be fully responsible according to the terms of this section.

Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

ARTICLE 16.
ASSIGNMENT AND SUBCONTRACTING

Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of CITY. Consent by CITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

ARTICLE 17.
RECORD AUDIT

Under California Government Code, Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000), any records or documents of both the CITY and the CONTRACTOR shall be subject to examination, audit, and/or copying at any time during regular business hours by the Auditor General for a period of three (3) years after final payment, upon oral or written request of the CITY.

ARTICLE 18.
CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

ARTICLE 19.
SUBSURFACE HAZARDOUS MATERIALS

A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.

B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.

C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the

CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law that pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20.
PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

ARTICLE 21.
LEGAL PROVISIONS

- A. **Governing Law.** The laws of the State of California shall govern this agreement.
- B. **Compliance with applicable laws.** CONTRACTOR and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder.
- C. **Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- D. **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in Riverside County.
- E. **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite their signatures.

CITY OF CANYON LAKE

CONTRACTOR

Date: _____

Date: _____

By: Chris Mann, City Manager

By: Contractor

EXHIBIT A

Public Contract Code Section 9204:

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - (C) Payment of an amount that is disputed by the public entity.
 - (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
 - (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, CITY, special CITY, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
 - (B) "Public entity" shall not include the following:
 - (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the

claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 - (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
 - (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
 - (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
 - (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
 - (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order,

claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2022, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2022, deletes or extends that date.



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Mike Borja, Administrative Services Manager

DATE: December 7, 2020

SUBJECT: Adoption of Resolution 2020-52, Authorizing the Allocation of Fiscal Year 21/22 Community Development Block Grant Funds

Recommendation

That the City Council hold a public hearing and approve Resolution 2020-52 authorizing the allocation of Fiscal Year 21/22 Community Development Block Grant (CDBG) funding to Helping Our People in Elsinore (HOPE) and the City of Canyon Lake.

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-moderate income individuals in the City. Traditionally, City Council has allocated 15% of its funding to a non-profit public service agency that serves Canyon Lake residents, and any remaining funds towards a public facility's project.

On October 7, 2020, city staff issued a public notice calling for non-profit agencies to submit applications for FY21/22 CDBG funding. Applications were due to City Hall by Monday, November 16, 2020. City staff received one application from Helping Our People of Elsinore (HOPE). City staff and County EDA's review determined that HOPE's application for their Pantry Program meets the funding requirements of CDBG and demonstrates the support that caters to only low-income seniors; grandparents raising grandchildren; working poor families with children; single parents; and disabled, homeless, and unemployed individuals. Based on this conclusion, and with the approval from Riverside County EDA's office, city staff is recommending that City Council authorize a 15% allocation of the City's FY21/22 CDBG allocation to HOPE.

As a continuousness to the previous approved ADA Accessibility Project for City Hall, city staff is recommending any remaining balance from FY21/22 CDBG to be allocated

towards the ADA Accessibility Project. Funding will be used to help complete ADA projects that are listed in the City Hall accessibility report.

Fiscal Impact

The City is estimated to receive a total amount of \$27,000 in CDBG funding for FY 2021/2022. If recommendations are approved by City Council, HOPE will receive \$4,050 of the City's total FY21/22 CDBG allocation, and the remaining balance of \$22,950 will be allocated to the City's City Hall ADA Accessibility Project.

Attachments

1. Resolution No. 2020-52
2. Helping Our People of Elsinore FY 2021/2022 CDBG Application
3. City of Canyon Lake FY 2021/2022 CDBG Application
4. Notice of Public Hearing

ATTACHMENT 1

RESOLUTION NO. 2020-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE AUTHORIZING THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2021/22

WHEREAS, the City of Canyon Lake receives an annual allocation of Community Development Block Grant (CDBG) funds from the Riverside County Economic Development Agency (EDA); and

WHEREAS, on October 7, 2020 City Council authorized funding for the City's ADA Accessibility Project and set aside 15% of the City's CDBG funding for Public Service; and

WHEREAS, on October 16, 2020 the City advertised for eligible public service agencies to apply for the public service allocation of the estimated CDBG funding of \$4,050; and

WHEREAS, one application was received by Helping Our People in Elsinore (HOPE) to support their pantry program.

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

SECTION 1. 85% of the City's FY21/22 CDBG total funding of \$22,950 will be allocated to the City's City Hall ADA Accessibility Project.

SECTION 2. 15% of the City's FY21/22 CDBG total funding of \$4,050 will be allocated to Helping Our People in Elsinore for their Pantry Program.

SECTION 3. That in the event the total CDBG allocation is more or less than anticipated, the City Manager is authorized and directed to increase or reduce the approximate amounts of funding based on the percentages set forth above.

SECTION 4. That the City Clerk is authorized to submit the required applications for funding for the approved project to Riverside County Economic Development Agency for further review.

SECTION 5. That the City Manager is authorized to execute documents, including supplemental agreements, with Riverside County, necessary to carry out the intent of this resolution.

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SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

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

, Mayor

ATTEST:

Ana V. Sauseda, CMC
City Clerk

ATTACHMENT 2

Does your Organization expend \$750,000 or more a year in federal funds? Y or N

Number of paid staff: 1

Number of volunteers: >150

Members/Board of Directors (Attach): Board of Directors - Please see attached.

III. PROJECT ACTIVITY

A. Name of Project: Pantry Project

B. Specific Location of Project

(Attach Project Map - include street address; if a street address has not been assigned provide APN)

Street or APN:

City: 506 W. Minthorn St., Lake Elsinore

Zip Code: 92530

C. CDBG Funds Requested: 57,500

(total amount for the project only)

D. Where will the proposed activity occur (be specific as to the geographic boundaries)? If the project involves a new or existing facility, what is the proposed service/benefit area for the facility?

E. In which City (ies)/Communities does the activity occur?

City (ies): Cities of Lake Elsinore, Canyon Lake and Wildomar

Community (ies): Lakeland Village and Horsethief Canyon

NOTE: HHPWS will make the final determination of the appropriate service area of all proposals.

F. If this project benefits residents of more than one community or jurisdiction, have requests been submitted to those other entitlement jurisdictions? (i.e., County district(s) 1st, 2nd, 3rd, 4th, and/or 5th, City of Palm Springs, City of Moreno Valley, City of Riverside, etc.)

We will be submitting CDBG applications for Program Year 2021-2022 to the cities of Canyon Lake, Lake Elsinore and the County of Riverside. We hope the City of Wildomar will accomodate an additional budget item next fiscal year to supplement the CDBG local funding for the community which is available for Non-Profits to compete for due to exhausted localized funding.

B. Provide a detailed description of the proposed use of the CDBG funds only (e.g. construction design, purchase of specific equipment, rent, supplies, utilities, salaries, etc.):

CDBG funds will be used to cover our most basic but crucial costs including food, rent, utilities, supplies, the HOPE food director (the only paid position) and any necessary safety repairs for our Pantry Program.

This past year we were able to meet our proposed funding goals, which included a box truck and walk-in refrigerator that helped us to achieve the ability to provide fresh produce and other goods to our clients.

While HOPE celebrates 30 years of serving the community this December, our box truck will also become 30 years old, and is in disrepair, along with our other cargo vans, only one of which remains in service with over 200,000 miles. This year we would like to replace the box truck and both cargo vans and add a utility freezer to help keep items longer and be a more cost-effective means of food preservation. We will be utilizing funding from the CDBG program to assist in accomplishing sustainability goals to help us continue operations and further expand to areas currently underserved.

C. What are the goals and objectives of the project, service, or activity? How will you measure and evaluate the success of the project to meet these goals and objectives (measures should be qualitative)?

Our goals are laid out in two phases: Phase 1 - Efficiency and effectiveness optimization and Phase 2, Client coverage expansion. Phase 1 addresses improving the processes we employ to drive effective and efficient operations, eliminating unnecessary steps that consume time of our volunteers. Phase 2 makes better use of our limited resources without the need to seek and train new volunteers. In essence, accomplishing more with the same number of volunteers equips us to better handle the ever-expanding client volume. In parallel to Phase 1 and 2, we are adding mentorship and life-coaching services to help willing clients move to independence. Measurement and Evaluation: Using our client management tools, we log every individual/family who receives services from HOPE, including type of assistance provided to support demographic and other reporting. Phase 1 goals will use Key Performance Indicators to capture hours by critical task vs. targeted hours. Phase 2 will be measured through community surveys.

D. Please identify the project milestones using an Estimated Timeline for Project Implementation:

Phase 1 Milestones - December 2020 through April 2021: 1) Benchmark highly effective food banks, 2) conduct Lean workshop to identify process improvement opportunities, 3) prioritize process improvement areas, 4) deploy process improvements and 5) measure results to ensure success.

Phase 2 Milestones - March through December 2021: 1) Develop and deploy survey to help identify underserved families/individuals within the area currently served by HOPE, 2) analyze survey results to identify the 2 to 3 biggest themes emerging out of this activity, 3) develop and deploy action plan to affect reaching the underserved identified through the survey and interview exercises, 4) develop metrics to ensure Phase 2 execution success, 5) document and share lessons learned.

V. **PROJECT BENEFIT**

A. Indicate the number of people or households that will directly benefit from your proposal using CDBG funds: *Note: This is based on the expected number of clients to be served if the County funds your project for the requested amount.*

Approximately 12,000 based on data captured for the past 2 years.

B. Indicate the number of unduplicated clients that will be served (*An unduplicated client is counted only once, no matter how many direct services the client receives during a funding year*):
over 4,000 unique and unduplicated clients.

C. Length of proposed CDBG-funded activities or service (weeks, months, year):

12 months of service.

D. Service will be provided to (check one or more):

Men

Women

Children (Range of children's ages :0-17_____)

Homeless (Number of beds at facility :_____)

Seniors

Severely Disabled Adults

Migrant Farm Workers

Families

E. What methods will be used for community involvement to assure that all who might benefit from the project are provided an opportunity to participate?

Our Outreach Team regularly goes out into the community to deliver food and spread the word to those in need. We have ambassadors at many of the local churches in the valley. We visit local trailer parks and low-income areas of the city to make food deliveries and work with other agencies for referrals. Local agencies we work with include the Lake Elsinore Unified School District, SWAG, DPSS, City of Wildomar, City of Lake Elsinore and the City of Canyon Lake. We have become a wholly owned subsidiary of the Dream Center to continue our sustainability in the community. Their outreach into the community is weekly with their Adopt-a-Block program. If there is a need, they are able to fill it including providing food.

F. What evidence is there of a long-term commitment to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

HOPE has been meeting the needs of those in desperate need of food for over 29 years. CDBG funds have been instrumental in our ability to serve the needs of the community. To continue works after CDBG funds are expended, we also work with other agencies, pursue other grants, and partner with local markets and other organizations, such as Feeding America, to receive an ongoing source of fresh supplies. We also model the Mission Increase principles to multiply fund-raising efforts. Partnering with the Dream Center-LE has enabled us to provide additional volunteers and access to resources during the intake evaluation to identify and assist willing participants in the mentoring program.

VI. National Objective

All CDBG-funded activities must meet at least one of the following National Objectives of the CDBG program. Indicate the category of National Objective to be met by your activity.

CATEGORY A: Benefit to low-moderate income persons (must be documented). Please choose either subcategory 1 or 2:

1. Limited Clientele:

The project serves clientele that will provide documentation of their family size, income, and ethnicity. Identify the procedure you currently have in place to document that at least 51% of the clientele you serve are low-moderate income persons.

Through client intake forms we confirm that all clients receiving services through HOPE are low-income persons in accordance with HUD guidelines.

2. Clientele presumed to be principally low- and moderate-income persons:

The following groups are presumed by HUD to meet this criterion. You will be required to submit a certification from the client (s) that they fall into one of the following presumed categories.

The activity will benefit (check one or more)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Abused children | <input checked="" type="checkbox"/> Homeless persons |
| <input checked="" type="checkbox"/> Battered spouses | <input checked="" type="checkbox"/> Illiterate adults |
| <input checked="" type="checkbox"/> Elderly persons | <input type="checkbox"/> Persons living with AIDS |
| <input checked="" type="checkbox"/> Severely disabled adults | <input type="checkbox"/> Migrant Farm workers |

a. Describe the clientele above to be served by this activity:

Through client intake forms we confirm that all clients receiving services through HOPE are low-income persons in accordance with HUD guidelines.

b. Discuss how this project directly benefits low- and moderate- income residents:

HOPE only serves those in desperate need of assistance within our community. it is our commitment to ensure that those most vulnerable receive assistance, particularly those who do not have adequate means to purchase food for themselves or their families. The majority of our clientele are extremely low-income clients as defined by HUD. For 6.5% or 723 residents in Canyon Lake living below the poverty line, food costs could easily equate to 30-40% of their income based on the USDA food cost guidelines. Given the average rent of \$1,722 is over 65% of a family of four's income, 35% for food is not realistic, leaving our most vulnerable residents to make tough choices. HOPE ensure that these families have the food they need to stay healthy and secure.

CATEGORY B: Area Benefit - The project or facility serves, or is available to, ALL persons located within an area where at least 51% of the residents are low/moderate-income. (Applicant is welcome to contact a County of Riverside, HHPWS CDBG Program Manager for Census Information)

2010 Census Tract and Block Group numbers:

(must use 2011-2015 ACS data pursuant to HUD Notice -C&D-19-02)

<https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd>

Total population in Census Tract(s) / block group(s): _____

Total percentage of low-moderate population in Census Tract(s) / block group(s): _____

CATEGORY C: Activities undertaken to create or retain permanent jobs, at least 51% of which will be made available to or held by low/moderate-income persons.

Proposed Job Creation/Retention

Total Jobs Expected to Create: _____

Total Jobs Expected to Retain: _____

CATEGORY D: Activities that provide assistance to micro-enterprise owners/developers who are low/moderate-income.

Proposed Assistance to Businesses

New Businesses expected to assist: _____

Existing Businesses expected to assist: _____

Enter Total Businesses expected to assist: _____

VII. FINANCIAL INFORMATION

A. Proposed Project Budget

Complete the following annual program budget to begin July 1, 2021. If your proposed CDBG-funded activity will start on a date other than July 1, 2021, please indicate starting date. Provide total Budget information and distribution of CDBG funds in the proposed budget.

The budgeted items are for the specific activity for which you are requesting CDBG funding - NOT for the budget of the "entire" organization or agency. (Note: CDBG funds requested must match amount requested in Project Activity, C above.)

(EXAMPLE: The Valley Senior Center is requesting funding for a new Senior Nutritional Program. The total cost of the program is \$15,000 and \$10,000 in CDBG funds is being requested for operating expenses associated with the proposed activity. The total Activity/Project Budget will include \$5,000 of other non-CDBG funding and \$10,000 in CDBG funds for a Grand Total of \$15,000).

	TOTAL ACTIVITY/ PROJECT BUDGET <small>(Include non-CDBG Funds and CDBG Funds)</small>	CDBG FUNDS REQUESTED-Only
I. Personnel		
A. Salaries & Wages	\$ <u>42,000</u>	\$ <u>16,000</u>
B. Fringe Benefits	\$ _____	\$ _____
C. Consultants & Contract Services	\$ _____	\$ _____
PERSONNEL SUB-TOTAL	\$ <u>42,000</u>	\$ <u>16,000</u>

II. Non-Personnel		
A. Space Costs	\$ 57,000	\$ 21,000
B. Rental, Lease or Purchase of Equipment	\$ 47,000	\$ 18,000
C. Consumable Supplies	\$ 33,000	\$ 15,000
D. Travel	\$ 5,000	\$ 2,500
E. Telephone	\$ 2,000	\$ 1,000
F. Utilities	\$ 20,000	\$ 7,500
G. Other Costs	\$ 54,000	\$ 18,500
NON-PERSONNEL SUB-TOTAL:	\$ 218,000	\$ 83,500
III. Other		
A. Architectural/Engineering Design	\$ _____	\$ _____
B. Acquisition of Real Property	\$ _____	\$ _____
C. Construction/Rehabilitation	\$ _____	\$ _____
D. Indirect Costs	\$ _____	\$ _____
E. Other	\$ _____	\$ _____
OTHER SUB-TOTAL:	\$ _____	\$ _____
GRAND TOTAL:	\$ 260,000	\$ 99,500

B. Leveraging

List other funding sources and amounts (commitments or applications) which will assist in the implementation of this activity. Current and pending evidence of leveraging commitments/applications must be submitted with application. (Attach)

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL	CDBG	\$170,000					\$170,000
STATE/LOCAL	Bus/Orgs	\$36,000					\$36,000
PRIVATE	Individual	\$48,000					\$48,000
OTHER	Grants	\$6,000					\$6,000

TOTAL: \$260,000

C. What type of long-term financial commitment is there to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

HOPE has been meeting the needs of those in desperate need of food for over 29 years. CDBG funds have been instrumental in our ability to leverage other funds and partners, however, it is not our only source of income. We have collaborated with other agencies for referrals and partnered with local markets to receive fresh supplies. It is, however, through CDBG funds that we are able to cover operational costs to serve our clients.

D. Provide a summary by line item of your organization's previous year's income and expense statement. (Attach)

Please see attached Income and Expense Statement.

E. Does this project benefit residents of more than one community or jurisdiction, have requests been submitted to those other jurisdictions? Yes No

If yes, identify sources and indicate outcome. See attached source ID and outcome.

If no, please explain.

F. Was this project or activity previously funded with CDBG? Yes No

If yes, when? Ongoing since 1995.

Is this activity a continuation of a previously funded (CDBG) project? Yes No

If yes, explain: See attached statement on previous CDBG.

VIII. MANAGEMENT CAPACITY

A. Describe your organization's experience in managing and operating project or activities funded with CDBG or other Federal funds.

Hope has received CDBG funding for the past 25 years and all funds have been spent in accordance with agreements and with no compliance issues. All required reports and statistics have been submitted on time.

B. Management Systems

Does your organization have written and adopted management systems (i.e., policies and procedures) including personnel, procurement, property management, record keeping, financial management, etc.?

HOPE's board has adopted policies and procedures regarding personnel, volunteer management,
procurement, property management, financial management, records, client intake and other systems
required to operate and manage HOPE.

C. Capacity

Please provide the names and qualifications of the person(s) that will be primarily responsible for the implementation and completion of the proposed project.

Brett Masters is the executive responsible for implementation of this project. Brett serves as the main
contact for the Dream Center-LE, which includes running the Fresh Food program through HOPE, an
activity HOPE has participated in since 2008. In October, 2020, Brett brought on Patti Londot as Director,
HOPE Food Pantry. Patti's focus is both on the day-to-day execution of HOPE's mission, while also
developing and deploying strategies to improve operations and expand service to all in need.

IX. APPLICATION CERTIFICATION

Undersigned hereby certifies that (check box after reading each statement and digitally sign the document):

1. The information contained in the project application is complete and accurate. BDM
2. The applicant agrees to comply with all Federal and County policies and requirements imposed upon the project or activity funded by the CDBG program BDM
3. The applicant acknowledges that the Federal assistance made available through the CDBG program funding will not be used to substantially reduce prior levels of local, (NON-CDBG) financial support for community development activities. BDM
4. The applicant fully understands that any facility built or equipment purchased with CDBG funds shall be maintained and/or operated for the approved use throughout its economic life, pursuant to CDBG regulation. BDM
5. If CDBG funds are approved, the applicant acknowledges that sufficient non-CDBG funds are available or will be available to complete the project as described within a reasonable timeframe. BDM
6. On behalf of the applying organization, I have obtained authorization to submit this application for CDBG funding. (DOCUMENTATION ATTACHED Minute Action and/or written Board Approval signed by the Board President) BDM

DATE: 11/16/20

Signature: Brett D. Masters

Print Name/Title
Authorized Representative: Brett D. Masters, Executive Director

CHECK-LIST:

The following required documents listed below have been attached. Any missing documentation to the application will be cause for the application to be reviewed as INELIGIBLE.

Yes	No	ATTACHMENT
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Members/Board of Directors
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Articles of Incorporation and Bylaws
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Project Activity Map
<input type="checkbox"/> N/A	<input type="checkbox"/>	4. Project Benefit, Category B, Low Mod Area Maps (Attach if applicable)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. Leveraging (Current evidence of commitment)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. Income and Expense Statement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. Management Capacity (Detailed organizational chart)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Board Written Authorization approving submission of application



Board of Directors

October 9, 2020

Brett Masters, *Chair*

Kara Vega, *Treasurer*

Aubrey Masters, *Recording Secretary*

Bob Guilliams, *Member*

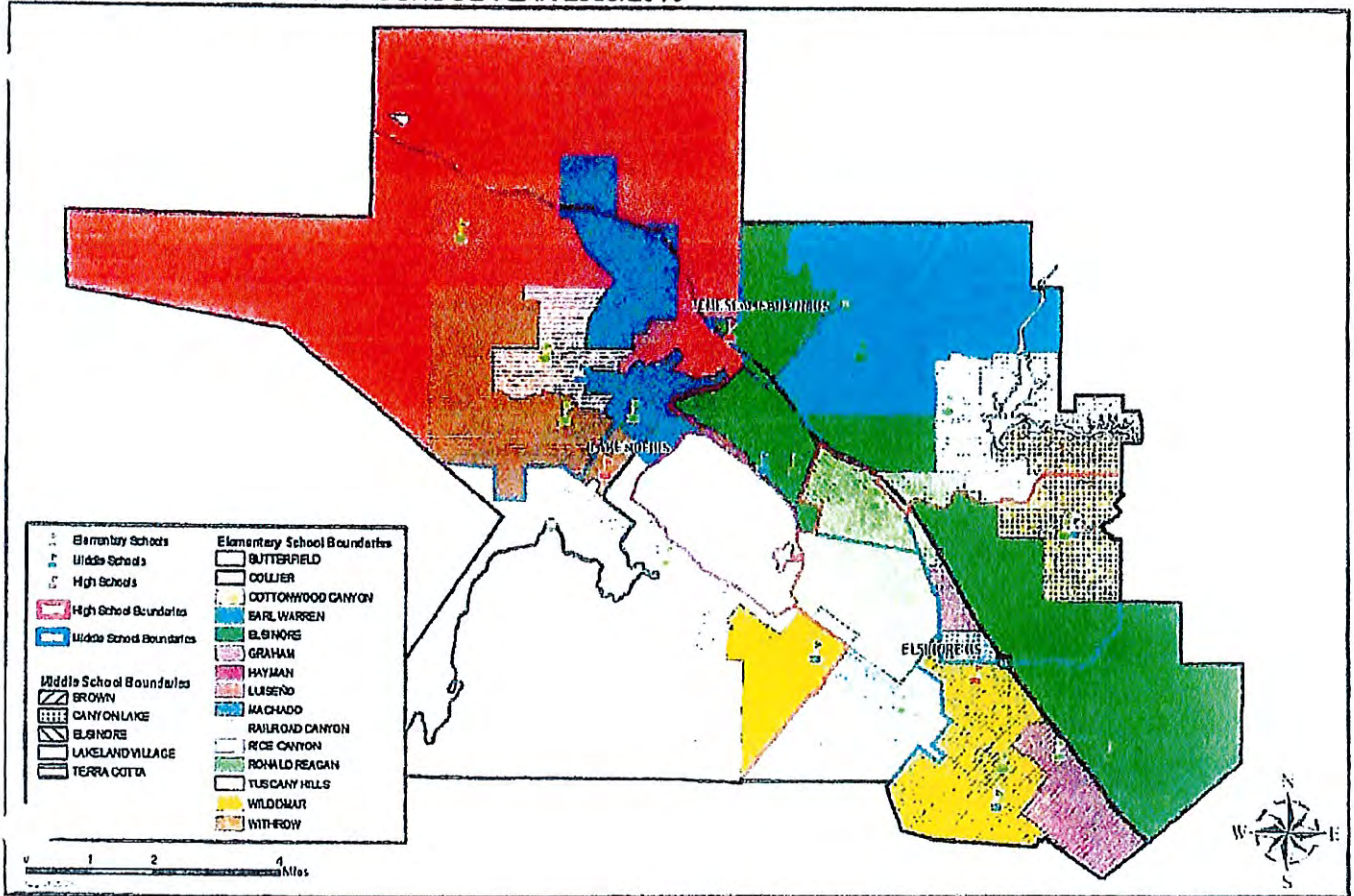
David Baker, *Member*

Cathy Cook Templeton, *Member-at-Large*

Chuck Searer, *Member-at-Large*

"We can do all this through Him who gives us strength". Philippians 4:13

LAKE ELSINORE UNIFIED SCHOOL DISTRICT
 ATTENDANCE BOUNDARIES - SCHOOL YEAR 2009/2010



ENDORSED
FILED
In the office of the Secretary of State
of the State of California

ARTICLES OF INCORPORATION OF
Helping Our People in Elsinore, INC.

APR 30 1992

I

The name of the corporation is "Helping Our People in Elsinore, INC." Secretary of State

II

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The specific purpose of this corporation is to provide food, clothing and shelter to needy people.

III

The name and address in the State of California of this corporation's initial agent for service of process is James T. Winkler 31594 Railroad Canyon Road Suite C Canyon Lake California 92587.

IV

A. This corporation is organized exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

2-2-92

DATE

Robert J. Bryson
(Signature of Incorporator)

Robert J. Bryson

(Type name of Incorporator)

HOPE

Helping Our People in Elsinore
Serving in His name since 1992

Helping Our People in Elsinore, Inc.
A California Non-profit Corporation

AMENDED BYLAWS

Preamble

RECOGNIZING OUR UNITY IN CHRIST AND OUR COMMON PRACTICE IN THE CHRISTIAN FAITH, WE THE MEMBERS OF HELPING OUR PEOPLE IN ELSINORE, INCORPORATED OF LAKE ELSINORE, CALIFORNIA, ADOPT THE FOLLOWING AMENDED BYLAWS, AND DO PROVIDE THAT THE FOLLOWING ARTICLES SUPERSEDE AND REPLACE THE FORMER AMENDED BYLAWS THAT WERE ADOPTED AT A DULY CALLED MEETING OF THIS CORPORATION ON FEBRUARY 13, 1995.

ARTICLE I NAME

1.01 Name

The name of this corporation shall be HELPING OUR PEOPLE IN ELSINORE, INC. The business of the corporation may be conducted as HELPING OUR PEOPLE IN ELSINORE, INC. or HOPE, Inc. or HOPE in Elsinore.

ARTICLE II PURPOSES AND POWERS

2.01 Purpose

HELPING OUR PEOPLE IN ELSINORE, INC. is a non-profit corporation and shall be operated exclusively for educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future Federal tax code.

STATEMENT OF PURPOSE

The object and purpose of this corporation shall be to share the love of Jesus Christ by reaching out to those persons who are hungry and who need assistance and renewed hope.

To fulfill this object and purpose, this corporation shall provide and dispense food to individuals and families in compliance with the regulations laid down by the governing body of this corporation in the Rules of Qualification. Furthermore, this corporation shall dedicate itself to an ongoing, caring ministry of service to others.

2.02 Statement of Faith

The members of this corporation adhere in faith to the common symbol, held in the highest regard in all of Christendom, called the Apostolic Creed.

2.03 Powers

The corporation shall have the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the charitable purposes, for which the corporation is organized, and to aid or assist other organizations or persons whose activities further accomplish, foster, or attain such purposes. The powers of the corporation may include, but not be limited to, the acceptance of contributions from the public and private sectors, whether financial or in-kind contributions.

2.04 Nonprofit Status and Exempt Activities Limitation

2.04.1 Nonprofit Legal Status. HOPE, Inc. is a California non-profit public benefit corporation, recognized as tax exempt under Section 501(c)(3) of the United States Internal Revenue Code.

2.04.2 Exempt Activities Limitation. Notwithstanding any other provision of these Bylaws, no director, officer, employee, member, or representative of this corporation shall take any action or carry on any activity by or on behalf of the corporation not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code as it now exists or may be amended, or by any organization contributions to which are deductible under Section 170(c)(2) of such Code and Regulations as it now exists or may be amended. No part of the net earnings of the corporation shall inure to the benefit or be distributable to any director, officer, member, or other private person, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Articles of Incorporation and these Bylaws.

2.04.3 Distribution Upon Dissolution. Upon termination or dissolution of the HOPE, Inc., any assets lawfully available for distribution shall be distributed to one (1) or more qualifying organizations described in Section 501(c)(3) of the 1986 Internal Revenue Code (or described in any corresponding provision of any successor statute) which organization or organizations have a charitable purpose which, at least generally, includes a purpose similar to the terminating or dissolving corporation.

The organization to receive the assets of HOPE, Inc. hereunder shall be selected in the discretion of a majority of the managing body of the corporation, and if its members cannot so agree, then the recipient organization shall be selected pursuant to a verified petition in equity filed in a court of proper jurisdiction against HOPE, Inc., by one (1) or more of its managing body which verified petition shall contain such statements as reasonably indicate the applicability of this section. The court upon a finding that this section is applicable shall select the qualifying organization or organizations to receive the assets to be distributed, giving preference if practicable to organizations located within the State of California.

In the event that the court shall find that this section is applicable but that there is no qualifying organization known to it which has a charitable purpose, which, at least generally, includes a purpose similar to the HOPE, Inc., then the court shall direct the distribution of its assets lawfully available for distribution to the Treasurer of the State of California to be added to the general fund.

2.05 Offices

2.05.1 The principal office of this corporation for the transaction of business is located at 506 W Minthorn Street in Lake Elsinore, California 92530.

2.05.2 This corporation is hereby granted full power and authority to change the principal office of the

corporation from one location to another in Riverside County, California. Any such change shall be noted by the Secretary in these Bylaws, but shall not be considered an Amendment of the Bylaws.

ARTICLE III **MEMBERSHIP**

3.01 No Membership Classes

The corporation shall have no members who have any right to vote or title or interest in or to the corporation, its properties and franchises.

3.02 Non-Voting Affiliates

The board of directors may approve classes of non-voting affiliates with rights, privileges, and obligations established by the board. Affiliates may be individuals, businesses, and other organizations that seek to support the mission of the corporation. The board, a designated committee of the board, or any duly elected officer in accordance with board policy, shall have authority to admit any individual or organization as an affiliate, to recognize representatives of affiliates, and to make determinations as to affiliates' rights, privileges, and obligations. At no time shall affiliate information be shared with or sold to other organizations or groups without the affiliate's consent. At the discretion of the board of directors, affiliates may be given endorsement, recognition and media coverage at fundraising activities, clinics, other events or at the corporation website. Affiliates have no voting rights, and are not members of the corporation.

3.03 Dues

Any dues for affiliates shall be determined by the board of directors.

3.04 Participation of Churches

3.04.1 This corporation shall encourage pastors and lay people associated with a local church in the area, who ascribe to this corporation's stated purpose and who understand and shall act in accordance with its Statement of Faith, to affiliate with HOPE, Inc., and to help sponsor its daily operation with a certain degree of responsibility.

3.04.2 This corporation shall foster goodwill among the congregations within the greater Lake Elsinore area, so as to generate the support of their prayers, food donations and financial offerings.

ARTICLE IV **BOARD OF DIRECTORS**

4.01 Number of Directors

HOPE, Inc. shall have a board of directors consisting of at least four (4) and no more than nine (9) directors. Within these limits, the board may increase or decrease the number of directors serving on the board, including for the purpose of staggering the terms of directors.

4.02 Powers

All corporate powers shall be exercised by or under the authority of the board and the affairs of the HOPE, Inc. shall be managed under the direction of the board, except as otherwise provided by law.

4.03 Terms

4.03.1 All directors shall be elected to serve a two-year term, however the term may be extended until a successor has been elected.

4.03.2 Director terms shall be staggered so that approximately half the number of directors will end their terms in any given year.

4.03.3 Directors may serve terms in succession.

4.03.4 The term of office shall be considered to begin July 1 and end June 30 of the second year in office, unless the term is extended until such time as a successor has been elected.

4.04 Qualifications and Election of Directors

In order to be eligible to serve as a director on the board of directors, the individual must be 18 years of age. Directors may be elected at any board meeting by the majority vote of the existing board of directors. The election of directors to replace those who have fulfilled their term of office shall take place in June of each year.

4.05 Vacancies

The board of directors may fill vacancies due to the expiration of a director's term of office, resignation, death, or removal of a director or may appoint new directors to fill a previously unfilled board position, subject to the maximum number of directors under these Bylaws.

Vacancies in the board of directors due to resignation, death, or removal shall be filled by the board for the balance of the term of the director being replaced.

4.06 Removal of Directors

A director may be removed by two-thirds (2/3) vote of the board of directors then in office, if:

a) the director is absent and unexcused from two or more meetings of the board of directors in a twelve-month period. The board president is empowered to excuse directors from attendance for a reason deemed adequate by the board president. The president shall not have the power to excuse him/herself from the board meeting attendance and in that case, the board vice president shall excuse the president. Or:

b) for cause or no cause, if before any meeting of the board at which a vote on removal will be made the director in question is given electronic or written notification of the board's intention to discuss her/his case and is given the opportunity to be heard at a meeting of the board.

4.07 Board of Directors Meetings.

4.07.1 Regular Meetings. The board of directors shall have a minimum of four (4) regular meetings each calendar year at times and places fixed by the board. Board meetings shall be held upon four (4) day notice by first-class mail, electronic mail, or facsimile transmission or forty-eight (48) hour notice delivered personally or by telephone. If sent by mail, facsimile transmission, or electronic mail, the notice shall be deemed to be delivered upon its deposit in the mail or transmission system. Notice of meetings shall specify the place, day, and hour of meeting. The purpose of the meeting need not be specified.

4.07.2 Special Meetings. Special meetings of the board may be called by the president, vice president, secretary, treasurer, or any two (2) other directors of the board of directors. A special meeting must be preceded by at least a two (2) day notice to each director of the date, time, and place, but not the purpose, of the meeting.

4.07.3 Waiver of Notice. Any director may waive notice of any meeting, in accordance with California law.

4.08 Manner of Acting.

4.08.1 Quorum. A majority of the directors in office immediately before a meeting shall constitute a quorum for the transaction of business at that meeting of the board. No business shall be considered by the board at any meeting at which a quorum is not present.

4.08.2 Majority Vote. Except as otherwise required by law or by the articles of incorporation, the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

4.08.3 Hung Board Decisions. On the occasion that directors of the board are unable to make a decision based on a tied number of votes, the president or treasurer in the order of presence shall have the power to swing the vote based on his/her discretion.

4.08.4 Participation. Except as required otherwise by law, the Articles of Incorporation, or these Bylaws, directors may participate in a regular or special meeting through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting, including in person, internet video meeting or by telephonic conference call.

4.09 Compensation for Board Service

Directors shall receive no compensation for carrying out their duties as directors. The board may adopt policies providing for reasonable reimbursement of directors for expenses incurred in conjunction with carrying out board responsibilities, such as travel expenses to attend board meetings.

4.10 Compensation for Professional Services by Directors

Directors are not restricted from being remunerated for professional services provided to the corporation. Such remuneration shall be reasonable and fair to the corporation and must be reviewed and approved in accordance with the board Conflict of Interest policy and state law.

ARTICLE V COMMITTEES

5.01 Committees

The board of directors may, by the resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. Any committee, to the extent provided in the resolution of the board, shall have all the authority of the board, except that no committee, regardless of board resolution, may:

- (a) take any final action on matters which also requires board members' approval or approval of a majority of all members;
- (b) fill vacancies on the board of directors or in any committee which has the authority of the board;
- (c) amend or repeal Bylaws or adopt new Bylaws; amend or repeal any resolution of the board of directors which by its express terms is not so amendable or repealable;
- (d) appoint any other committees of the board of directors or the members of these committees;
- (e) expend corporate funds to support a nominee for director; or
- (f) approve any transaction:
 1. to which the corporation is a party and one or more directors have a material financial

6.04 Board President

The board president shall be the chief volunteer officer of the corporation. The board president shall lead the board of directors in performing its duties and responsibilities, including, if present, presiding at all meetings of the board of directors, and shall perform all other duties incident to the office or properly required by the board of directors.

6.05 Vice President

In the absence or disability of the board president, the ranking vice-president or vice-president designated by the board of directors shall perform the duties of the board president. When so acting, the vice-president shall have all the powers of and be subject to all the restrictions upon the board president. The vice-president shall have such other powers and perform such other duties prescribed for them by the board of directors or the board president. The vice-president shall normally accede to the office of board president upon the completion of the board president's term of office.

6.06 Secretary

The secretary shall keep or cause to be kept a book of minutes of all meetings and actions of directors and committees of directors. The minutes of each meeting shall state the time and place that it was held and such other information as shall be necessary to determine the actions taken and whether the meeting was held in accordance with the law and these Bylaws. The secretary shall cause notice to be given of all meetings of directors and committees as required by the Bylaws. The secretary shall have such other powers and perform such other duties as may be prescribed by the board of directors or the board president. The secretary may appoint, with approval of the board, a director to assist in performance of all or part of the duties of the secretary.

6.07 Treasurer

The treasurer shall be the lead director for oversight of the financial condition and affairs of the corporation. The treasurer shall oversee and keep the board informed of the financial condition of the corporation and of audit or financial review results. In conjunction with other directors or officers, the treasurer shall oversee budget preparation and shall ensure that appropriate financial reports, including an account of major transactions and the financial condition of the corporation, are made available to the board of directors on a timely basis or as may be required by the board of directors. The treasurer shall perform all duties properly required by the board of directors or the board president. The treasurer may appoint, with approval of the board a qualified fiscal agent or member of the staff to assist in performance of all or part of the duties of the treasurer.

6.08 Non-Director Officers

The board of directors may designate additional officer positions of the corporation and may appoint and assign duties to other non-director officers of the corporation.

ARTICLE VII CONTRACTS, CHECKS, LOANS, INDEMNIFICATION AND RELATED MATTERS

7.01 Contracts and other Writings

Except as otherwise provided by resolution of the board or board policy, all contracts, deeds, leases, mortgages, grants, and other agreements of the corporation shall be executed on its behalf by the treasurer or other persons to whom the corporation has delegated authority to execute such documents in accordance with policies approved by the board.

7.02 Checks, Drafts

All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the board.

7.03 Deposits

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depository as the board or a designated committee of the board may select.

7.04 Loans

No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the board. Such authority may be general or confined to specific instances.

7.05 Indemnification

7.05.1 Mandatory Indemnification. The corporation shall indemnify a director or former director, who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she is or was a director of the corporation against reasonable expenses incurred by him or her in connection with the proceedings.

7.05.2 Permissible Indemnification. The corporation shall indemnify a director or former director made a party to a proceeding because he or she is or was a director of the corporation, against liability incurred in the proceeding, if the determination to indemnify him or her has been made in the manner prescribed by the law and payment has been authorized in the manner prescribed by law.

7.05.3 Advance for Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the board of directors in the specific case, upon receipt of

- (a) a written affirmation from the director, officer, employee or agent of his or her good faith belief that he or she is entitled to indemnification as authorized in this article, and
- (b) an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation in these Bylaws.

7.05.4 Indemnification of Officers, Agents and Employees. An officer of the corporation who is not a director is entitled to mandatory indemnification under this article to the same extent as a director. The corporation may also indemnify and advance expenses to an employee or agent of the corporation who is not a director, consistent with California Law and public policy, provided that such indemnification, and the scope of such indemnification, is set forth by the general or specific action of the board or by contract.

ARTICLE VIII MISCELLANEOUS

8.01 Books and Records

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of all meetings of its board of directors, a record of all actions taken by board of directors without a meeting, and a record of all actions taken by committees of the board. In addition, the corporation shall keep a copy of the corporation's Articles of Incorporation and Bylaws as amended to date.

8.02 Fiscal Year

The fiscal year of the corporation shall be from July 1 to June 30 of each year.

8.03 Conflict of Interest

The board shall adopt and periodically review a conflict of interest policy to protect the corporation's interest when it is contemplating any transaction or arrangement which may benefit any director, officer, employee, affiliate, or member of a committee with board-delegated powers.

8.04 Nondiscrimination Policy

The officers, directors, committee members, employees, and persons served by this corporation shall be selected entirely on a nondiscriminatory basis with respect to age, sex, race, religion, national origin, and sexual orientation. It is the policy of HOPE, Inc. not to discriminate on the basis of race, creed, ancestry, marital status, gender, sexual orientation, age, physical disability, veteran's status, political service or affiliation, color, religion, or national origin.

8.05 Bylaw Amendment

These Bylaws may be amended, altered, repealed, or restated by a vote of the majority of the board of directors then in office at a meeting of the Board, provided, however,

- (g) that no amendment shall be made to these Bylaws which would cause the corporation to cease to qualify as an exempt corporation under Section 501 (c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future Federal tax code; and,
- (h) that an amendment does not affect the voting rights of directors. An amendment that does affect the voting rights of directors further requires ratification by a two-thirds (2/3) vote of a quorum of directors at a Board meeting.
- (i) that all amendments be consistent with the Articles of Incorporation.

ARTICLE IX

COUNTERTERRORISM AND DUE DILIGENCE POLICY

In furtherance of its exemption by contributions to other organizations, domestic or foreign, HOPE, Inc. shall stipulate how the funds will be used and shall require the recipient to provide the corporation with detailed records and financial proof of how the funds were utilized.

Although adherence and compliance with the US Department of the Treasury's publication the "Voluntary Best Practice for U.S. Based Charities" is not mandatory, HOPE, Inc. willfully and voluntarily recognizes and puts to practice these guidelines and suggestions to reduce, develop, re-evaluate and strengthen a risk-based approach to guard against the threat of diversion of charitable funds or exploitation of charitable activity by terrorist organizations and their support networks.

HOPE, Inc. shall also comply and put into practice the federal guidelines, suggestion, laws and limitation set forth by pre-existing U.S. legal requirements related to combating terrorist financing, which include, but are not limited to, various sanctions programs administered by the Office of Foreign Assets Control (OFAC) in regard to its foreign activities.

ARTICLE X

DOCUMENT RETENTION POLICY

10.01 Purpose

The purpose of this document retention policy is establishing standards for document integrity, retention, and destruction and to promote the proper treatment of HOPE, Inc. records.

10.02 Policy

10.02.1 Section 1. General Guidelines. Records should not be kept if they are no longer needed for the operation of the business or required by law. Unnecessary records should be eliminated from the files. The cost of maintaining records is an expense which can grow unreasonably if good housekeeping is not performed. A mass of records also makes it more difficult to find pertinent records.

From time to time, HOPE, Inc. may establish retention or destruction policies or schedules for specific categories of records in order to ensure legal compliance, and also to accomplish other objectives, such as preserving intellectual property and cost management. Several categories of documents that warrant special consideration are identified below. While minimum retention periods are established, the retention of the documents identified below and of documents not included in the identified categories should be determined primarily by the application of the general guidelines affecting document retention, as well as the exception for litigation relevant documents and any other pertinent factors.

10.02.2 Section 2. Exception for Litigation Relevant Documents. HOPE, Inc. expects all officers, directors, and employees to comply fully with any published records retention or destruction policies and schedules, provided that all officers, directors, and employees should note the following general exception to any stated destruction schedule: If you believe, or the HOPE, Inc. informs you, that corporate records are relevant to litigation, or potential litigation (i.e. a dispute that could result in litigation), then you must preserve those records until it is determined that the records are no longer needed. That exception supersedes any previously or subsequently established destruction schedule for those records.

10.02.3 Section 3. Minimum Retention Periods for Specific Categories Corporate Documents. Corporate records include the corporation's Articles of Incorporation, By-Laws and IRS Form 1023 and Application for Exemption. Corporate records should be retained permanently. IRS regulations require that the Form 1023 be available for public inspection upon request.

10.02.3.1 Tax Records. Tax records include, but may not be limited to, documents concerning payroll, expenses, proof of contributions made by donors, accounting procedures, and other documents concerning the corporation's revenues. Tax records should be retained for at least seven years from the date of filing the applicable return.

10.02.3.2 Employment Records/Personnel Records. State and federal statutes require the corporation to keep certain recruitment, employment and personnel information. The corporation should also keep personnel files that reflect performance reviews and any complaints brought against the corporation or individual employees under applicable state and federal statutes. The corporation should also keep in the employee's personnel file all final memoranda and correspondence reflecting performance reviews and actions taken by or against personnel. Employment applications should be retained for three years. Retirement and pension records should be kept permanently. Other employment and personnel records should be retained for seven years.

10.02.3.3 Board and Board Committee Materials. Meeting minutes should be retained in perpetuity in the corporation's minute book. A clean copy of all other Board and Board Committee materials should be kept for no less than three years by the corporation.

10.02.3.4 Press Releases Public Filings. The corporation should retain permanent copies of all press releases and publicly filed documents under the theory that the corporation should have its own copy to test the accuracy of any document a member of the public can theoretically produce against the corporation.

10.02.3.5 Legal Files. Legal counsel should be consulted to determine the retention period of particular documents, but legal documents should generally be maintained for a period of ten years.

10.02.3.6 Marketing and Sales Documents. The corporation should keep final copies of marketing and sales documents for the same period of time it keeps other corporate files, generally three years. An exception to the three-year policy may be sales invoices, contracts, leases, licenses, and other legal documentation. These documents should be kept for at least three years beyond the life of the agreement.

10.02.3.7 Development/Intellectual Property and Trade Secrets. Development documents are often subject to intellectual property protection in their final form (e.g., patents and copyrights). The documents detailing the development process are often also of value to the corporation and are protected as a trade secret where the corporation:

- (a) derives independent economic value from the secrecy of the information; and
- (b) has taken affirmative steps to keep the information confidential.

The corporation should keep all documents designated as containing trade secret information for at least the life of the trade secret.

10.02.3.8 Contracts. Final, execution copies of all contracts entered into by the corporation should be retained. The corporation should retain copies of the final contracts for at least three years beyond the life of the agreement, and longer in the case of publicly filed contracts.

10.02.3.9 Correspondence. Unless correspondence falls under another category listed elsewhere in this policy, correspondence should generally be saved for two years.

10.02.3.10 Banking and Accounting. Accounts payable ledgers and schedules should be kept for seven years. Bank reconciliations, bank statements, deposit slips and checks (unless for important payments and purchases) should be kept for three years. Any inventories of products, materials, and supplies and any invoices should be kept for seven years.

10.02.3.11 Insurance. Expired insurance policies, insurance records, accident reports, claims, etc. should be kept permanently.

10.02.3.12 Audit Records. External audit reports should be kept permanently. Internal audit reports should be kept for three years.

10.02.4 Section 4. Electronic Mail. E-mail that needs to be saved should be either:

- (a) printed in hard copy and kept in the appropriate file; or
- (b) downloaded to a computer file and kept electronically or on disk as a separate file. The retention period depends upon the subject matter of the e-mail, as covered elsewhere in this policy.

ARTICLE XI
Transparency and Accountability
Disclosure of Financial Information With The General Public

11.01 Purpose

By making full and accurate information about its mission, activities, finances, and governance publicly available, HOPE, Inc. practices and encourages transparency and accountability to the general public. This policy will:

- a) indicate which documents and materials produced by the corporation are presumptively open to staff and/or the public.
- b) indicate which documents and materials produced by the corporation are presumptively closed to staff and/or the public, and
- c) specify the procedures whereby the open/closed status of documents and materials can be altered.

The details of this policy are as follow:

11.02 Financial and IRS documents (The form 1023 and the form 990)

HOPE, Inc. shall provide its Internal Revenue forms 990, 990-T, 1023 and 5227, bylaws, conflict of interest policy, and financial statements to the general public for inspection free of charge.

11.03 Means and Conditions of Disclosure

HOPE, Inc. shall make "Widely Available" the aforementioned documents on its internet website: www.HOPEinElsinore.org to be viewed and inspected by the general public.

- 11.03.1 The documents shall be posted in a format that allows an individual using the Internet to access, download, view and print them in a manner that exactly reproduces the image of the original document filed with the IRS (except information exempt from public disclosure requirements, such as contributor lists).
- 11.03.2 The website shall clearly inform readers that the document is available and provide instructions for downloading it.
- 11.03.3 HOPE, Inc. shall not charge a fee for downloading the information. Documents shall not be posted in a format that would require special computer hardware or software (other than software readily available to the public free of charge).
- 11.03.4 HOPE, Inc. shall inform anyone requesting the information where this information can be found, including the web address. This information must be provided immediately for in-person requests and within 7 days for mailed requests.

11.04 IRS Annual Information Returns (Form 990)

HOPE, Inc. shall submit the Form 990 to its board of directors prior to the filing of the Form 990. While neither the approval of the Form 990 or a review of the 990 is required under Federal law, the corporation's Form 990 shall be submitted to each member of the board of director's via (hard copy or email) at least 10 days before the Form 990 is filed with the IRS.

11.05 Board

All board minutes shall be open to the public once accepted by the board, except where the board passes a motion to make any specific portion confidential.

11.06 Staff Records

11.06.1 All staff records shall be available for consultation by the staff member concerned or by their legal representatives.

11.06.2 No staff records shall be made available to any person outside the corporation except the authorized governmental agencies.

11.06.3 Within the corporation, staff records shall be made available only to those persons with managerial or personnel responsibilities for that staff member, except that staff records shall be made available to the board when requested.

11.07 Donor Records

11.07.1 All donor records shall be available for consultation by the members and donors concerned or by their legal representatives.

11.07.2 No donor records shall be made available to any other person outside the corporation except the authorized governmental agencies.

11.07.3 Within the corporation, donor records shall be made available only to those persons with managerial or personnel responsibilities for dealing with those donors, except that donor records shall be made available to the board when requested.

ARTICLE XII
CODES OF ETHICS AND WHISTLEBLOWER POLICY

12.01 Purpose

HOPE, Inc. requires and encourages directors, officers and employees to observe and practice high standards of business and personal ethics in the conduct of their duties and responsibilities. The employees and representatives of the corporation must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations. It is the intent of HOPE, Inc. to adhere to all laws and regulations that apply to the corporation and the underlying purpose of this policy is to support the corporation's goal of legal compliance. The support of all corporate staff is necessary to achieving compliance with various laws and regulations.

12.02 Reporting Violations

If any director, officer, staff or employee reasonably believes that some policy, practice, or activity of HOPE, Inc. is in violation of law, a written complaint must be filed by that person with the vice president or the board president.

12.03 Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of the Code must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false shall be viewed as a serious disciplinary offense.

12.04 Retaliation

Said person is protected from retaliation only if she/he brings the alleged unlawful activity, policy, or practice to the attention of HOPE, Inc. and provides HOPE, Inc. with a reasonable opportunity to investigate and correct the

alleged unlawful activity. The protection described below is only available to individuals that comply with this requirement.

HOPE, Inc. shall not retaliate against any director, officer, staff or employee who in good faith, has made a protest or raised a complaint against some practice of HOPE, Inc. or of another individual or entity with whom HOPE, Inc. has a business relationship, on the basis of a reasonable belief that the practice is in violation of law, or a clear mandate of public policy.

HOPE, Inc. shall not retaliate against any director, officer, staff or employee who disclose or threaten to disclose to a supervisor or a public body, any activity, policy, or practice of HOPE, Inc. that the individual reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment.

12.05 Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations shall be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

12.06 Handling of Reported Violations

The board president or vice president shall notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports shall be promptly investigated by the board and its appointed committee and appropriate corrective action shall be taken if warranted by the investigation.

This policy shall be made available to all directors, officers, staffs or employees and they shall have the opportunity to ask questions about the policy.


ARTICLE XIII AMENDMENT OF ARTICLES OF INCORPORATION

13.01 Amendment

Any amendment to the Articles of Incorporation may be adopted by approval of two-thirds (2/3) of the board of directors.

CERTIFICATE OF ADOPTION OF BYLAWS

I do hereby certify that the above stated Bylaws of HOPE, Inc. were approved by the HOPE, Inc. board of directors on January 11, 2017 and constitute a complete copy of the Bylaws of the corporation.



Sue DeLorio, Secretary

Date: 2-15-17

Leveraging Statement
Based on 2019-2020 Actuals

Summary of In-Kind Donations		
Food drives (enter no. of BINS):		331
X500 lbs per bin		165500
Feeding America (Retail):		352800
Feeding America (Commodities):		324355.16
TOTAL lbs of Food:		842655.16
X \$1,70 per lb.	\$	\$1,432,514
Volunteer Hours:		13311.5
X\$12* per hr.	\$	\$159,738
Hygiene Items:	\$	\$79,107
Wardrobes (20 clothing items each):		6616
X\$1.00 per item	\$	\$132,320
TOTAL IN-KIND DONATIONS:		\$1,803,679

Income and Expense Statement Anticipated Income & Expenses

FY 2021-2022 Income

Item	Amount
Grant Requests	\$170,000
Individual Donations	\$48,000
Businesses/Organizations	\$36,000
Other	6,000
Total	\$260,000

FY 2021-2022 Expenses

Item	Amount
Salaries	\$42,000
Space Cost	\$57,000
Rental, Lease or Purchase of Equipment	\$47,000
Consumable Supplies	\$33,000
Travel	\$5,000
Telephone	\$2,000
Utilities	\$20,000
Other Costs	\$54,000
Total	\$260,000

HOPE input responding to section VII, Financial Information, questions E and F (part 2) of the Application for City of Canyon Lake 2021-2022 Cooperating City Allocation (**HOPE responses in bold, italicized font**):

VII. Financial Information

- E. Does this project benefit residents of more than one community or jurisdiction, have the requests been submitted to those other jurisdictions? **Yes.**

If yes, identify sources and indicate outcome.

We will be submitting CDBG applications for Program Year 2021-2022 to the city of Lake Elsinore, and to the County of Riverside. We hope the City of Wildomar will accommodate an additional budget item to supplement the CDBG local funding.

- F. Is this activity a continuation of a previously funded (CDBG) project? **Yes.**

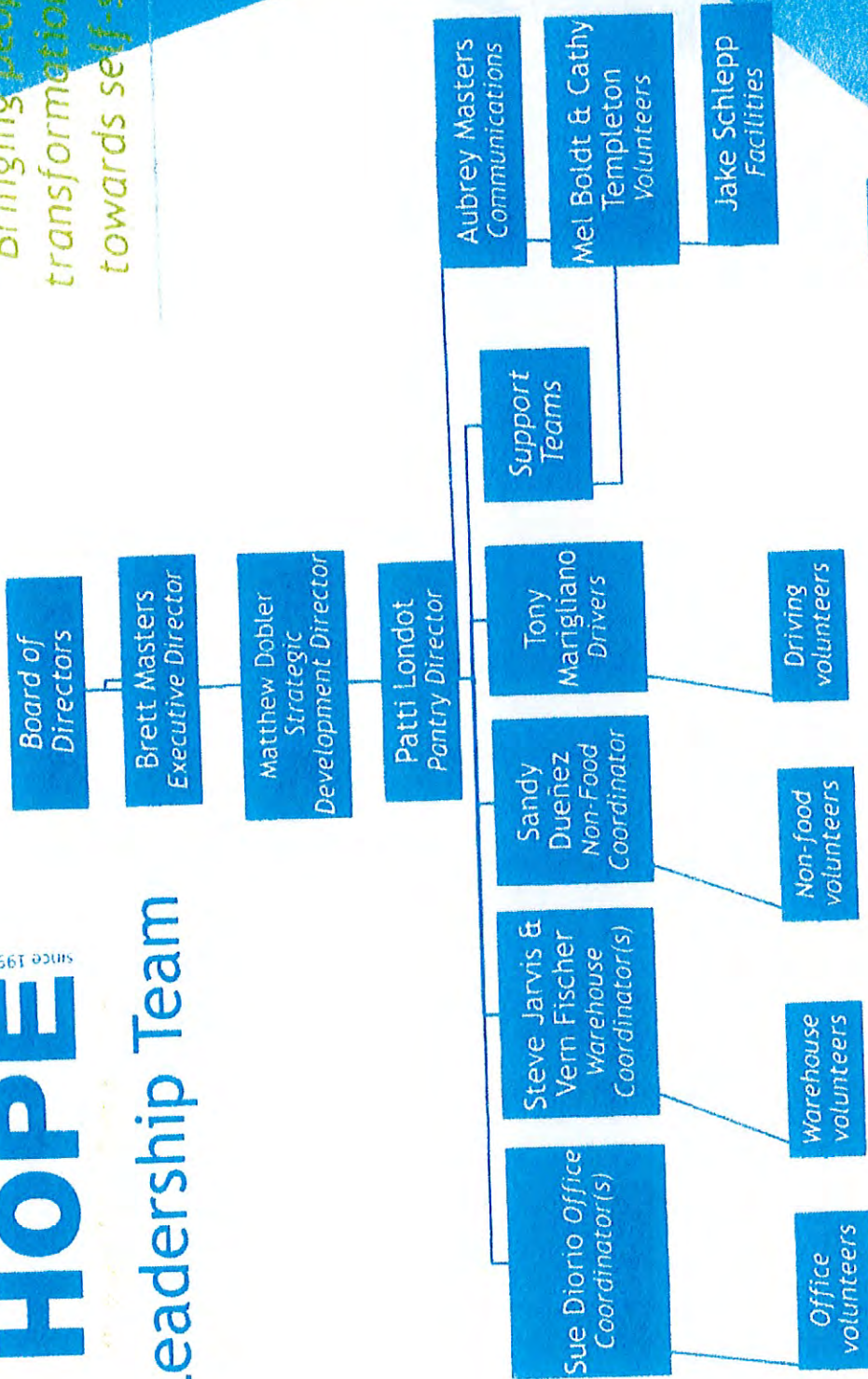
If yes, explain:

At HOPE, we ensure that food is available so residents can concentrate on other important essentials, such as housing, employment, education, daycare and health.

HOPE
since 1990

Leadership Team

Bringing people into a
transformational process
towards self-sufficiency





Board of Directors CDBG Authorization Letter

November 2, 2020

Time: 4:00 pm

Location:

Dream Center Headquarters
114 E. Peck Street
Lake Elsinore, CA 92530

Members Present:

Chairperson: Brett Masters
Secretary: Aubrey Masters
Members: Kara Vega, David Baker, Bob Guilliams, and Edwin Rodriguez

[1] CDBG Authorization

The Board of Directors of Helping our People in Elsinore (HOPE) authorizes Brett Masters, Executive Director, to submit a Community Development Block Grant to the County of Riverside, the Cities of Lake Elsinore, Wildomar, and Canyon Lake for 2021-2022 Program Year.

In addition, the Board authorizes Brett Masters and/or Patti Londot to act on behalf of Helping our People in Elsinore (HOPE) in the matter of contracts, billings, contact and reporting.

Chairperson Signature: Brett P. Masters Date: 11/4/20

Secretary Signature: Aubrey S. Masters Date: 11/5/20



ATTACHMENT 3

Does your Organization expend \$750,000 or more a year in federal funds? Y or N

Number of paid staff: 11

Number of volunteers: 1

Members/Board of Directors (*Attach*): _____

III. PROJECT ACTIVITY

A. Name of Project: City of Canyon Lake - City Hall ADA Accessibility Project

B. Specific Location of Project

(Attach Project Map - include street address, if a street address has not been assigned provide APN)

Street or APN: 355-330-034

City: CANYON LAKE

Zip Code: 92587

C. CDBG Funds Requested: \$22,950

(total amount for the project only)

D. Where will the proposed activity occur (be specific as to the geographic boundaries)? If the project involves a new or existing facility, what is the proposed service/benefit area for the facility? **The proposed benefit is to add improvements to Canyon Lake's City Hall that comply with current ADA requirements**

E. In which City (ies)/Communities does the activity occur?

City (ies): CITY OF CANYON LAKE

Community (ies): _____

NOTE: EDA will make the final determination of the appropriate service area of all proposals.

F. If this project benefits residents of more than one community or jurisdiction, have requests been submitted to those other entitlement jurisdictions? (i.e., County district(s) 1st, 2nd, 3rd, 4th, and/or 5th, City of Palm Springs, City of Moreno Valley, City of Riverside, etc.)

1ST DISTRICT, CITY OF CANYON LAKE

G. Check ONLY the applicable category your application represents.

- Public Service
- Homeless Activities
- Real Property Acquisition (Must consult with EDA prior to submitting application)
- Housing
- Rehabilitation/Preservation (please provide picture of structure)
- Public Facilities (construction)
- Infrastructure (i.e. Streets, Sewer, Sidewalk, etc.)
- Other: (provide description) _____

H. Respond to A & B only if this application is for a **public service** project.

(a) Is this a NEW service provided by your agency? Yes No

(b) If service is not new, will the existing public service activity level be substantially increased or improved? _____

IV. **PROJECT NARRATIVE**

A. Provide a detailed Project Description. The description should only address or discuss the specific activities, services, or project that is to be assisted with CDBG funds. If CDBG funds will assist the entire program or activity, then provide a description of the entire program or activity.

This project will construct ADA improvements at Canyon Lake's City Hall, as outlined in the City's ADA Accessibility Report. The CDBG funds will be used to fund project managing, design, equipment and/or materials, construction, and inspection cost.

B. Provide a detailed description of the proposed use of the CDBG funds only (e.g. construction design, purchase of specific equipment, rent, supplies, utilities, salaries, etc.):

The CDBG funds will be used to fund project managing, design, equipment and/or materials, construction and inspection cost. It will also include funding the cost of engineering drawings if necessary, bids and 'as-builts" for the completed work.

C. What are the goals and objectives of the project, service, or activity? How will you measure and evaluate the success of the project to meet these goals and objectives (measures should be qualitative)?

The goals and objectives of the project is to bring all of the ADA deficiencies into compliance per the latest guidelines, as outlined in the City's ADA Accessibility Report. Progress will be measured by marking these deficiencies as fixed on the City's ADA Accessibility Report.

D. Please identify the project milestones using an Estimated Timeline for Project Implementation:

Request for Proposals - between December 2020 to January 2021

Project Design – March 2021

Construction - April 2020

V. PROJECT BENEFIT

A. Indicate the number of people or households that will directly benefit from your proposal using CDBG funds: *Note: This is based on the expected number of clients to be served if the County funds your project for the requested amount.*

11,267

B. Indicate the number of unduplicated clients that will be served *(An unduplicated client is counted only once, no matter how many direct services the client receives during a funding year):*

N/A

C. Length of proposed CDBG-funded activities or service (weeks, months, year):

20 years

D. Service will be provided to (check one or more):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Men | <input checked="" type="checkbox"/> Seniors |
| <input checked="" type="checkbox"/> Women | <input checked="" type="checkbox"/> Severely Disabled Adults |
| <input checked="" type="checkbox"/> Children (Range of children's ages: _____) | <input type="checkbox"/> Migrant Farm Workers |
| <input checked="" type="checkbox"/> Homeless (Number of beds at facility: _____) | <input checked="" type="checkbox"/> Families |

E. What methods will be used for community involvement to assure that all who might benefit from the project are provided an opportunity to participate?

Public bidding procedure for the construction work.

F. What evidence is there of a long-term commitment to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

City facilities are part of a long-term maintenance plan

VI. National Objective

All CDBG-funded activities must meet at least one of the following National Objectives of the CDBG program. Indicate the category of National Objective to be met by your activity.

CATEGORY A: Benefit to low-moderate income persons (must be documented). Please choose either subcategory 1 or 2:

1. Limited Clientele:

The project serves clientele that will provide documentation of their family size, income, and ethnicity. Identify the procedure you currently have in place to document that at least 51% of the clientele you serve are low-moderate income persons.

2. Clientele presumed to be principally low- and moderate-income persons:
 The following groups are presumed by HUD to meet this criterion. You will be required to submit a certification from the client (s) that they fall into one of the following presumed categories.

The activity will benefit (check one or more)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Abused children | <input checked="" type="checkbox"/> Homeless persons |
| <input checked="" type="checkbox"/> Battered spouses | <input checked="" type="checkbox"/> Illiterate adults |
| <input checked="" type="checkbox"/> Elderly persons | <input checked="" type="checkbox"/> Persons living with AIDS |
| <input checked="" type="checkbox"/> Severely disabled adults | <input type="checkbox"/> Migrant Farm workers |

a. Describe the clientele above to be served by this activity:

All of the categories of people, except migrant farm workers, will be able to use the ADA improvements that will be constructed with this project.

b. Discuss how this project directly benefits low- and moderate- income residents:

Low to moderate income residents will benefit from these ADA improvements.

CATEGORY B: Area Benefit - The project or facility serves, or is available to, ALL persons located within an area where at least 51% of the residents are low/moderate-income. (Applicant is welcome to contact a County of Riverside, EDA CDBG Program Manager for Census Information)

2010 Census Tract and Block Group numbers:

(must use 2011-2015 ACS data pursuant to HUD Notice -C&D-19-02)

<https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd>

Total population in Census Tract(s) / block group(s): _____

Total percentage of low-moderate population in Census Tract(s) / block group(s): _____

CATEGORY C: Activities undertaken to create or retain permanent jobs, at least 51% of which will be made available to or held by low/moderate-income persons.

Proposed Job Creation/Retention

Total Jobs Expected to Create: _____

Total Jobs Expected to Retain: _____

CATEGORY D: Activities that provide assistance to micro-enterprise owners/developers who are low/moderate-income.

Proposed Assistance to Businesses

New Businesses expected to assist: _____

Existing Businesses expected to assist: _____

Enter Total Businesses expected to assist: _____

VII. FINANCIAL INFORMATION

A. Proposed Project Budget

Complete the following annual program budget to begin July 1, 2020. If your proposed CDBG-funded activity will start on a date other than July 1, 2020, please indicate starting date. Provide total Budget information and distribution of CDBG funds in the proposed budget.

The budgeted items are for the specific activity for which you are requesting CDBG funding - NOT for the budget of the "entire" organization or agency. (Note: CDBG funds requested must match amount requested in Project Activity, C above.)

(EXAMPLE: The Valley Senior Center is requesting funding for a new Senior Nutritional Program. The total cost of the program is \$15,000 and \$10,000 in CDBG funds is being requested for operating expenses associated with the proposed activity. The total Activity/Project Budget will include \$5,000 of other non-CDBG funding and \$10,000 in CDBG funds for a Grand Total of \$15,000).

	TOTAL ACTIVITY/ PROJECT BUDGET (Include non-CDBG Funds and CDBG Funds)	CDBG FUNDS REQUESTED-Only
I. Personnel		
A. Salaries & Wages	\$ <u>2,500</u>	\$ <u>2,500</u>
B. Fringe Benefits	\$ _____	\$ _____
C. Consultants & Contract Services	\$ _____	\$ _____
PERSONNEL SUB-TOTAL	\$ <u>2,500</u>	\$ <u>2,500</u>

II. Non-Personnel		
A. Space Costs	\$ _____	\$ _____
B. Rental, Lease or Purchase of Equipment	\$ _____	\$ _____
C. Consumable Supplies	\$ _____	\$ _____
D. Travel	\$ _____	\$ _____
E. Telephone	\$ _____	\$ _____
F. Utilities	\$ _____	\$ _____
G. Other Costs	\$ _____	\$ _____
NON-PERSONNEL SUB-TOTAL:	\$ _____	\$ _____
III. Other		
A. Architectural/Engineering Design	\$ 2,450	\$ 2,450
B. Acquisition of Real Property	\$ _____	\$ _____
C. Construction/Rehabilitation	\$ 18,000	\$ 18,000
D. Indirect Costs	\$ _____	\$ _____
E. Other	\$ _____	\$ _____
OTHER SUB-TOTAL:	\$ 22,950	\$ 22,950
GRAND TOTAL:	\$ 22,950	\$ 22,950

B. Leveraging

List other funding sources and amounts (commitments or applications) which will assist in the implementation of this activity. Current and pending evidence of leveraging commitments/applications must be submitted with application. (Attach)

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL							
STATE/LOCAL							
PRIVATE							
OTHER							

TOTAL: _____

C. What type of long-term financial commitment is there to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

The improvements made are to be maintained by the City after they are constructed.

D. Provide a summary by line item of your organization's previous year's income and expense statement. (Attach)

E. Does this project benefit residents of more than one community or jurisdiction, have requests been submitted to those other jurisdictions? Yes No

If yes, identify sources and indicate outcome. _____

If no, please explain. _____

F. Was this project or activity previously funded with CDBG? Yes No

If yes, when? **On October 2, 2019 the City reallocated previously held CDBG funds from previous allocations. But recently those allocations were reallocated to the City's newest building at 31542 Railroad Canyon Road for ADA improvements that were urgently needed.**

Is this activity a continuation of a previously funded (CDBG) project? Yes No

If yes, explain: **The City allocated 20/21 funds to this project.**

VIII. MANAGEMENT CAPACITY

A. Describe your organization's experience in managing and operating project or activities funded with CDBG or other Federal funds.

The City's Administration Office has annually managed numerous projects funded by CDBG funds.

B. Management Systems

Does your organization have written and adopted management systems (i.e., policies and procedures) including personnel, procurement, property management, record keeping, financial management, etc.?

Construction records and bid documents are kept in accordance with City standards. Approved improvement plans are scanned and are available on the City's web site.

C. Capacity

Please provide the names and qualifications of the person(s) that will be primarily responsible for the implementation and completion of the proposed project.

The City's contracted services of Tri Lake Consulting is an Engineering firm that's registered in the State of California and has administered millions of dollars worth of capital improvement projects in Southern California, from design through construction acceptance.

IX. APPLICATION CERTIFICATION

Undersigned hereby certifies that (check box after reading each statement and digitally sign the document):

- 1. The information contained in the project application is complete and accurate. X
- 2. The applicant agrees to comply with all Federal and County policies and requirements imposed upon the project or activity funded by the CDBG program. X
- 3. The applicant acknowledges that the Federal assistance made available through the CDBG program funding will not be used to substantially reduce prior levels of local, (NON-CDBG) financial support for community development activities. X
- 4. The applicant fully understands that any facility built, or equipment purchased with CDBG funds shall be maintained and/or operated for the approved use throughout its economic life, pursuant to CDBG regulation. X
- 5. If CDBG funds are approved, the applicant acknowledges that sufficient non-CDBG funds are available or will be available to complete the project as described within a reasonable timeframe. X
- 6. On behalf of the applying organization, I have obtained authorization to submit this application for CDBG funding. (DOCUMENTATION ATTACHED Minute Action and/or written Board Approval signed by the Board President) X

DATE: 11/16/20

Signature:  _____

Print Name/Title
Authorized Representative: Mike A Borja, Administrative Services Manager

CHECK-LIST:

The following required documents listed below have been attached. Any missing documentation to the application will be cause for the application to be reviewed as INELIGIBLE.

Yes	No	ATTACHMENT
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Members/Board of Directors
<input type="checkbox"/>	<input type="checkbox"/>	2. Articles of Incorporation and Bylaws
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Project Activity Map
<input type="checkbox"/>	<input type="checkbox"/>	4. Project Benefit, Category B, Low Mod Area Maps (Attach if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	5. Leveraging (Current evidence of commitment)
<input type="checkbox"/>	<input type="checkbox"/>	6. Income and Expense Statement
<input type="checkbox"/>	<input type="checkbox"/>	7. Management Capacity (Detailed organizational chart)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Board Written Authorization approving submission of application



2021/2022 CDBG Project Area

ATTACHMENT 4



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the City Council of the City of Canyon Lake will hold a **Public Hearing on December 7, 2020** during the course of the Regular City Council Meeting that begins at 6:30 p.m., at Canyon Lake City Hall, Council Chamber, 31516 Railroad Canyon Road, Canyon Lake, CA 92587, for consideration and award of Fiscal Year 21/22 Community Development Block Grant funds to qualified non-profit organizations.

Any person may be heard at the time of the hearing by contacting the City Clerk prior to the start of the meeting. Please address written responses to the City Clerk's Office at 31516 Railroad Canyon Road, Canyon Lake, CA 92587. Additional information on the above item will be available for review at City Hall after December 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 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.

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.

Ana V. Sauseda, CMC
City Clerk
City of Canyon Lake

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