



CITY OF CANYON LAKE

City Hall

31516 Railroad Canyon Road
Canyon Lake, CA 92587

www.canyonlakeca.gov

Mayor Jeremy Smith
Mayor Pro Tem Dale Welty
Council Member Kasey Castillo
Council Member Jennifer Dain
Council Member Mark Terry

City Manager Nicole Dailey
City Attorney Steven Graham
City Clerk Sheryl Garcia

AGENDA

Regular Meeting of the Canyon Lake City Council
Wednesday, May 10, 2023

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

CLOSED SESSION – 5:00 P.M.

To participate virtually in Closed Session, please use one of the Zoom options below:

Via Telephone: +1 669 444 9171, Meeting ID: 868 8369 0040

Via Weblink: <https://us06web.zoom.us/j/86883690040>

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

Members of the public may submit comments electronically by sending an email to cityclerk@canyonlakeca.gov. Comments submitted electronically will be provided to the City Council and included in the official record but will not be read aloud during the meeting.

- A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to Section 54956.8
Property: 28730 Vacation Drive, Canyon Lake, CA
Agency Negotiator: City Manager
Negotiating Parties: Canyon Lake Property Owner's Association
Under Negotiation: Price and Terms of Payment

- B. CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to Government Code Section 54957.6
Agency Designated Representatives: City Manager
Unrepresented Employees: Canyon Lake Fire Department Employees

- C. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION - Pursuant to Government Code Section 54956.9(d)(2)
Significant Exposure to Litigation, One Case (Claim of John Zaitz)

OPEN SESSION - 6:30 P.M.

OPEN SESSION CALLED TO ORDER

INVOCATION

FLAG SALUTE

ROLL CALL

CLOSED SESSION REPORT

APPROVAL OF CITY COUNCIL AGENDA

CEREMONIAL MATTERS *Presentations, Awards, Proclamations*

Citizen of the Month
Students of the Month and Students of the Year

COMMUNITY REPORTS

LIMIT 3 MINUTES

Elsinore Valley Municipal Water District
Canyon Lake Property Owners Association
Chamber of Commerce

PUBLIC SAFETY UPDATES

Riverside County Sheriff's Department
City of Canyon Lake Code Enforcement
City of Canyon Lake Fire Department

PUBLIC COMMENT

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CONSENT CALENDAR

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

(1) **Waive Full Reading, Read all Ordinances by Title Only**

(2) **Approve Claims and Demands of the City**

Recommendation: Adopt Resolution No. 2023-16 Approving Claims and Demands of the City.

(3) **Approval of City Council Minutes**

Recommendation: Approve the Minutes of the City Council meeting of April 12, 2023.

(4) **Second Reading and Adoption of an Ordinance Amending the Canyon Lake Municipal Code, Title 9: Planning and Zoning, Section 9.30.202 Mixed Use Zone, Uses Permitted**

Recommendation: Adopt Ordinance No. 235 Amending the Canyon Lake Municipal Code, Title 9: Planning and Zoning, Section 9.30.202 Mixed Use Zone, Uses Permitted.

(5) **Approve an Agreement with IGM Technology for a Cloud-Based Budgeting Software Platform in the Amount of \$102,564**

Recommendation: Approve and authorize the City Manager to execute an Agreement for cloud-based budgeting software platform with IGM Technology for a term of five years in an amount of \$102,564.

(6) **Award of Agreement to Color New Co for the Railroad Canyon Road Painting Improvements Project in the Amount of \$340,000**

Recommendation: Approve and authorize the City Manager to execute an Agreement with Color New Co for \$304,000 plus up to 10% for contract/construction management and up to 8% contingency for the Railroad Canyon Road Painting Improvements Project.

PULLED CONSENT CALENDAR ITEMS

PUBLIC HEARINGS

None

BUSINESS ITEMS

(7) **Presentation and Discussion of the Draft FY2023-24 Budget**

Recommendation: Review and discuss the City's Draft Fiscal Year 2023-24 Budget.

CITY MANAGER COMMENTS

COMMITTEE AND COUNCIL REPORTS/COMMENTS

ANNOUNCEMENTS

The next regular City Council meeting will be held on Wednesday, June 14, 2023.

ADJOURNMENT

VISION STATEMENT

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

ATTENTION RESIDENTS:

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

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

I, Sheryl L. Garcia, City Clerk of the City of Canyon Lake, California, do hereby declare that the foregoing agenda was posted on May 4, 2023, at least seventy-two (72) hours prior to the meeting per Government Code 54954.2, and as required by Resolution 2019-42 of the Canyon Lake City Council.

Sheryl L. Garcia, MMC, CPM
City Clerk



ITEM NO. 2

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Nicole Dailey, City Manager

BY: Elizabeth Pereda, Executive Assistant and Accounting Technician I

DATE: May 10, 2023

SUBJECT: Approve Claims and Demands of the City

Recommendation

Adopt Resolution No. 2023-16 Approving Claims and Demands of the City.

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 April 12, 2023.

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. 2023-16

ATTACHMENT 1

RESOLUTION NO. 2023-16

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

WHEREAS, the Finance & Planning Committee of the City of Canyon Lake reviewed Exhibit A at their regularly scheduled meeting on May 10, 2023; and

WHEREAS, Exhibit A was presented at the regular meeting of the City Council on May 10, 2023, at which all present, were given an opportunity to comment.

NOW, THEREFORE, 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 May 10th, in the amount of \$652,684.92 as follows:

Payroll Earnings (Gross)	\$ 128,350.27	(For Month of April)
Payroll Processing Fees	\$ 251.90	(For Month of April)
Payroll Taxes - Employer	2,718.02	(For Month of April)
On-line Retirement	13,493.91	(For Month of April)
PARS	9,612.84	(For Month of April)
On-line Health	14,331.02	(For Month of April)
Principal	369.47	(For Month of May)
Aflac	640.44	(For Month of April)
Nationwide Deferred Comp.	5,303.54	(For Month of April)
Citizens Business Bank Interest	1,949.05	(For the Month of March)
General	\$ 475,664.46	
TOTAL	<u>\$ 652,684.92</u>	

PASSED, APPROVED AND ADOPTED this 10th day of May, 2023.

Jeremy Smith, Mayor

ATTEST:

Sheryl L. Garcia, MMC, CPM
City Clerk

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

Vendor ID	Invoice Description	Cash Required
2 Hot Uniforms	Reserves Name Tags	36.45
ABILA	Accounting Software 4/1/23 - 4/30/23	190.46
Amazon	Office Supplies for Fire Station	92.89
	Office Supplies for Fire Station	96.90
	Office Supplies for Fire Station	95.70
AMERICAN FORENSIC	Sheriff's Blood Draw 3/7/23	66.85
American Legal	2023 S-14 Supplement Pages	1,298.20
ANIMAL FRIENDS	Animal Control Services Month of March 2023	3,500.00
Bankcard	See Credit Card Review 3081	470.33
	See Credit Card Review 7227	24.57
	See Credit Card Review 0066	87.96
	See Credit Card Review 0041	4,751.09
	See Credit Card Review 0058	1,028.73
Bill Blankenship	Economic Development Consulting February 2023	3,330.00
	Economic Development Consulting March 2023	3,330.00
Brianna Hemsley	Reimbursement for Face Painter Deposit	20.00
CBSC	Permit Valuation January through March 2023	312.30
CL PEST	Monthly General Pest Control for Fire Station February 2023	45.00
	Monthly General Pest Control for Fire Station March 2023	45.00
	Monthly Rodent Bait for Fire Station February 2023	20.00
	Monthly Rodent Bait for Fire Station March 2023	20.00
	Quarterly Pest Control - Storage Units	95.00
Cole Huber	Attorney Services/Code Enforcement December 2022	180.00
	Attorney Services-Beck v. City of Canyon Lake (UUT)	6,220.00
	Attorney Services/ General December 2022	6,695.00
Concentra	Medical Exam for Sasse	598.00
Cory Willis	Reimbursement for Educational Training	195.00
CPS	HR Consulting Services 1/29/23 to 2/25/23	127.50
CTAI	Landscape Maintenance Fee for Medians & Parkways March 2023	4,775.00
	Landscape Service for Fire Station March 2023	250.00
Curtis	Routine Annual Service for Arctic Breathing Air Compressor	2,254.59
	Annual Service for First Extrication Equipment	883.50
Dain	Auto Allowance April 2023-Dain	100.00
DATA TICKET	Monthly EMS Response Fee February 2023	179.00
	Code Enforcement Citation Processing February 2023	100.00
Donuhue	Reserve Stipend for March 2023	100.00
FRIDAY FLYER	Legal Notice for Ordinance No. 231	27.30
	Legal Notice for Ord. No. 232-Special Events Permits-Appeal	25.20

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

Vendor ID	Invoice Description	Cash Required
	Legal Notice for Ord. No: 233-Amending City's Zoning Code	27.30
	Legal Notice for Urgency Ord. No: 234 Structures Upon Water	29.40
	Legal Notice for Public Hearing-Urgency Ord. No. 219	39.90
	Legal Notice for Canyon Lake Safety Element	48.30
	Legal Notice for Ord. Introduction No. 233	32.55
	Legal Notice for Ord. Introduction No. 232	30.45
	Legal Notice for Urgency Ordinance No. 229	28.35
HINDERLITER	Contract Services-Sales Tax (Jan-March 2023) Audit Services	1,310.51
iPermit	Refund for Permit Fees	380.03
Jake Stouffer	Reserve Stipend for March 2023	100.00
Jeremy Smith	Auto Allowance April 2023-Smith	100.00
John Hancock	EE & ER Contributions for Bi-Weekly Check Date 3/31/2023	3,298.10
	EE & ER Contributions for Semi-Monthly Check Date 3/31/2023	1,284.88
Kasey Castillo	Auto Allowance April 2023-Castillo	100.00
Kings III of America, LLC	Elevator Phone 4/1/2023 - 6/30/2023	153.18
Koopman	Reserve Stipend for March 2023	100.00
Life-Assist	Medical Supplies for Fire Station	12.57
	Medical Supplies for Fire Station	864.24
Luksch	Reserve Stipend for March 2023	100.00
Mark Terry	Auto Allowance April 2023-Terry	100.00
Matt Green	Mileage Reimbursement for Rope Rescue Class	99.56
Morgan Suit	Reserve Stipend for March 2023	50.00
Mosqueda	Reserve Stipend for March 2023	100.00
PERMA	Liability Assessment Payment 2 of 5	10,167.00
	2022-23 Q4 Workers' Comp Premium	32,490.75
PVM	Street & Facility Maintenance Services 2/1/23 to 2/28/23	350.83
	Street & Facility Maintenance Services 2/1/23 to 2/28/23	682.71
RCA	MSHCP Fees Collected March 2023	3,947.00
riv Co Exec	Debt Service FY 22/23 -Reissue	29,786.00
Riv Co Fire	Dispatch Services Qtr 1 F/Y 22/23	35,317.08
	Dispatch Services 2nd Qtr FY 22/23	30,733.14
Riv Co Fire Dept	Rope Operations Class (Green)	900.00
Riv Co Sheriff Dept Lake Elsinore	Sheriff's Contract Law 11/17/22 - 12/14/22	142,957.34
SanchezJ	Reserve Stipend for March 2023	100.00

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Page: 2

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

Vendor ID	Invoice Description	Cash Required
Sean Rivello	Reserve Stipend for March 2023	100.00
Sitar	Nurse Educator Services	300.00
STAPLES	Office Supplies for Admin & City Hall	878.05
The Code	Staffing Services for Jan 29, 2023 through Feb 25, 2023	8,679.00
	Plan Check Services for 1/29/23 - 2/25/23	6,303.34
Time Warner	Digital Converter for City Hall 3/22/23 to 4/21/23	5.54
Toshiba	Monthly Copier Lease for Admin & City Hall April 2023	799.32
Toshiba Business Solutions, USA	Admin B/W & Color Copies for 2/26/2023 - 3/25/2023	158.82
	Admin B/W & Color Copies for 1/26/23 - 2/25/2023	320.50
	B/W & Color Copies for Fire Station	61.02
TRI LAKE	CL-001 General Engineering Services 10/1/22 - 10/31/22	2,887.50
Turnout Maintenance Company	Cleaning & Patching Turnout Pants	86.00
Welty	Auto Allowance April 2023-Welty	100.00
WRCOG	WRCOG Member Dues FY 22/23	1,406.00
Zach Michel	Reserve Stipend for March 2023	100.00
Zachary Hill	Reserve Stipend for March 2023	100.00
ZF	Medical Director for January to March 2023	1,200.00
Report Total		360,973.78

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

Vendor ID	Invoice Description	Cash Required
Amazon	Bathroom Supplies for Fire Station	41.93
	Bathroom Supplies for Fire Station	35.52
AMERICAN FORENSIC	Sheriff's Blood Drawn 1/12/2023	61.22
AMP	Rent for May 2023-31526 Railroad Canyon Rd.	2,834.00
	Rent for May 2023-31526 Railroad Canyon Rd Ste. 4	430.00
Battery	Energizer AAA Alkaline Batteries -144 pack for Fire Station	176.72
Bound Tree	EMS Medical Supplies for Fire Station	292.89
	EMS Medical Supplies for Fire Station	12.38
	EMS Medical Supplies for Fire Station	161.96
CA Dept of Tax and Fee Admin	Diesel Fuel Acct # 245-963712 Period Ending 3/31/23	61.00
Colantuono, Highsmith & Whatley	Attorney Fees for adv. Richard Beck	1,690.50
Control Pump	Landscape for Booster Station March 2023	375.00
Corelogic	Database for Code Enforcement March 2023	144.90
Cotter Construction Inc.	Fire Station Bathroom Remodel-Partial Payment	35,000.00
CR&R	Trash Services For Rental Bldg. April 2023	185.33
CTAI	Removal of 40 existing Trees and Replaced with Crepe Myrtle	320.00
Curtis	Safety Relief Valve Repair for Fire Station	1,981.84
DATA TICKET	Code Enforcement Citation Processing March 2023	151.50
	Monthly EMS Response Fee March 2023	100.00
DEPT OF CONSER	Strong Motion Instrumentation & Seismic Hazard Jan-Mar 2023	786.31
DOJ	Fingerprints for March 2023	32.00
DSA	Disability & Education Fee Quarter Ended 3/31/2023	200.40
Embroidery	City Logo Shirts & Jackets for Council & Bldg Dept.	372.32
Fast Signs	Deposit for Sign and Road Repair	14,330.50
Fire ETC	Turnout Cleaning Supplies for Fire Station	86.18
Fire Smart	Open House Promotional Items for Fire Station	1,018.25
FRIDAY FLYER	Public Hearing-Mixed Use Zone, Section 9.30.020	51.45
GREENHALGH	Retiree Health Insurance May 2023	148.68
John Hancock	EE & ER Contributions for Bi-Weekly Check Date 4/14/2023	3,298.10
	EE & ER Contributions for Semi-Monthly Check Date 4/14/2023	1,284.88
John Heim	Refund for Permit # 20210242	1,071.00
Life-Assist	Medical Supplies for Fire Station	440.82
Nate Volk	Video Broadcast Meeting 3/8/2023	350.00
	Video Broadcast Meeting 4/12/2023	350.00
PARS	Monthly Administrative Fee Ending February 2023	400.00
PZL, Inc.	Planning Services for March 2023	6,090.00
SDRMA	Dental & Vision Insurance May 2023	1,168.75

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Page: 1

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

Vendor ID	Invoice Description	Cash Required
Syntech	Monthly IT Support 4/1/23 - 4/30/23	2,625.00
	Microsoft Subscriptions & Programs 4/1/23 - 4/30/23	1,448.00
The Code	Staffing Services for Feb. 26, 2023 through April 1, 2023	10,659.00
	Plan Check Services Feb. 26, 2023 through April 1, 2023	8,165.59
The Gas Co	Gas Charges for City Hall 3/1/23-3/30/23	155.42
	Gas Charges for 31520 Railroad Cyn Rd 3/1/23-3/30/23	52.34
Time Warner	Internet for Fire Station 4/10/23 - 5/9/23	306.81
TRI LAKE	CL-001 General Engineering Services 2/1/23 - 2/28/23	7,015.00
Willdan	Water Quality Services thru 3/31/2023	2,513.25
Report Total		108,476.74

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

<u>Vendor ID</u>	<u>Invoice Description</u>	<u>Cash Required</u>
Toshiba	Monthly Copier Lease for Fire Station May 2023	120.83
US Bank	See Credit Card Review	2,520.62
ZAITZ	EMS Subscription Fee Refund	192.00
Report Total		<u>2,833.45</u>

City of Canyon Lake
Check/Voucher Register - Checks Prior Month
From 4/1/2023 Through 4/30/2023

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
EFT 715	SOUTHERN CALIFORNIA EDISON	4/3/2023	104.19
EFT 716	SOUTHERN CALIFORNIA EDISON	4/3/2023	190.60
EFT 717	SOUTHERN CALIFORNIA EDISON	4/3/2023	10.86
EFT 718	SOUTHERN CALIFORNIA EDISON	4/3/2023	518.46
EFT 719	SOUTHERN CALIFORNIA EDISON	4/3/2023	199.31
EFT 720	SOUTHERN CALIFORNIA EDISON	4/3/2023	158.85
EFT 721	SOUTHERN CALIFORNIA EDISON	4/3/2023	642.29
EFT 722	Sparkletts	4/3/2023	165.37
EFT 723	SOUTHERN CALIFORNIA EDISON	4/13/2023	271.61
EFT 724	ELSINORE VALLEY MUNI WATER DIS	4/13/2023	88.42
EFT 725	ELSINORE VALLEY MUNI WATER DIS	4/13/2023	64.69
EFT 726	ELSINORE VALLEY MUNI WATER DIS	4/13/2023	136.84
EFT 727	SOUTHERN CALIFORNIA EDISON	4/17/2023	85.38
EFT 728	ELSINORE VALLEY MUNI WATER DIS	4/17/2023	577.56
EFT 729	ELSINORE VALLEY MUNI WATER DIS	4/17/2023	166.06
Report Total			<u>3,380.49</u>

Credit Card Review

California Bank & Trust Statement dated 3/28/23

<u>ITEM #</u>	<u>CREDITOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>ACCOUNT</u>
1	Tommy's Express	Monthly car wash subscription March 2023	\$ 21.99	10-360-6415
2	Tommy's Express	Monthly car wash subscription March 2023	\$ 43.98	10-520-6415
3	Tommy's Express	Monthly car wash subscription March 2023	\$ 21.99	10-310-6415
4	Tommy's Express	Monthly car wash subscription March 2023		
			<u>\$ 87.96</u>	

Account Breakdown

City Manager Vehicle Maintenance	10-310-6415	\$ 21.99
Building & Safety Vehicle Maintenance	10-360-6415	\$ 43.98
Vehicle Maintenance	10-520-6415	\$ 21.99
		<u>\$ 87.96</u>

Check Figure \$ -

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

California Bank & Trust Statement dated 3/28/23

<u>ITEM #</u>	<u>CREDITOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>ACCOUNT</u>
1	The Ribbon Retreat Wholesale	Canyon Lake Ribbon	\$ 134.82	10-320-6220
2	Perris Valley Chamber	State of the City Registration	\$ 25.00	10-100-6830
3	GM Business Interiors	Office Furniture	\$ 167.09	10-320-6210
4	Ono Hawaiian BBQ	Closed Session Meal	\$ 143.42	10-100-6225
			\$ 470.33	

Account Breakdown

City Council Meeting Expense	10-100-6225	\$ 143.42
Promotion and Advertising	10-100-6830	\$ 25.00
Office Expense and Supplies	10-320-6210	\$ 167.09
City Clerk Dept Expense	10-320-6220	\$ 134.82
		\$ 470.33

Check Figure \$

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

California Bank & Trust Statement dated 3/28/23

ITEM #	CREDITOR	DESCRIPTION	AMOUNT	ACCOUNT
1	CrystalPlus Awards	Award for Ana Saucan	\$ 281.08	10-310-6210
2	Staples	Office Supplies	\$ 147.85	10-310-6210
3	SO National Dent Canyon Lake, CA	Fleet Maintenance	\$ 300.00	10-520-6415
4	Amazon	Office Supplies	\$ 43.09	10-310-6210
5	Amazon	Office Supplies	\$ 7.67	10-310-6210
6	Amazon	Office Supplies	\$ 9.26	10-310-6210
7	REGGIV	Permit Tech Posting	\$ 199.00	10-310-6210
8	CACED	Credit for Chas	\$ (36.00)	10-520-6710
9	Amazon	Membership Fee	\$ 16.15	10-310-6210
10	Verizon Wireless	CLFD - M2M Device	\$ 28.04	10-421-6310
11	CLPWA	Roundtable Meeting-Breakfast	\$ 165.59	10-310-6510
12	In Statewide Emergency	Hazardous Waste Disposal	\$ 3,070.50	10-550-6610
13	Verizon Wireless	loads & SIM Card Devices	\$ 160.24	\$ 160.24
14	Verizon Wireless	Cell Phones-City Hall & Fire Dept.	\$ 358.62	\$ 358.62
			\$ 4,751.09	

Account Breakdown	AMOUNT	ACCOUNT
10-310-6210	\$ 764.10	
10-310-6510	\$ 165.59	
10-360-6310	\$ 574.32	
10-421-6310	\$ 239.96	
10-520-6310	\$ 199.00	
10-520-6415	\$ 300.00	
10-520-6710	\$ (36.00)	
10-550-6310	\$ 333.62	
10-550-6610	\$ 3,070.50	
	\$ 4,751.09	

Check # 5:

Copies for City Council
as directed by
the Finance Committee

California Bank & Trust Statement dated 3/28/23

<u>ITEM #</u>	<u>CREDITOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>ACCOUNT</u>
1	Costco	Office Supplies for Fire Station	\$ 196.36	10-421-6210
2	Ruffianspec	Reserve ID Tags	\$ 44.10	10-421-6220
3	Apple.com	Monthly iCloud Storage	\$ 2.99	10-421-6310
4	SP Otto Maps	Station Map	\$ 525.00	10-421-6220
5	Lake Elsinore CDJR	B-1 Service	\$ 106.05	10-421-6410
6	Lowes	Diesel Exhaust Fluid for Engines	\$ 99.70	10-421-6425
7	Costco	Office Supplies for Fire Station	\$ 54.53	10-421-6210
			\$ 1,028.73	

Account Breakdown

Fire Department Fleet & Equipment Maintenance	10-421-6410	\$ 106.05
Fire Department Office Expense & Supplies	10-421-6210	\$ 250.89
Fire Department Departmental Expense	10-421-6220	\$ 569.10
Fire Department Communications	10-421-6310	\$ 2.99
Fire Department Fuel & Lubricants	10-421-6425	\$ 99.70
		\$ 1,028.73

Check Figure \$

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

California Bank & Trust Statement dated 3/28/23

<u>ITEM #</u>	<u>CREDITOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>ACCOUNT</u>
1	Panera Bread	Staff Meeting Bagels	\$ 24.57	10-310-6510
2				
3				
			<u>\$ 24.57</u>	

Account Breakdown

Conference/Meeting/Travel Expense	10-310-6510	\$ 24.57
		<u>\$ 24.57</u>

Check Figure \$ -

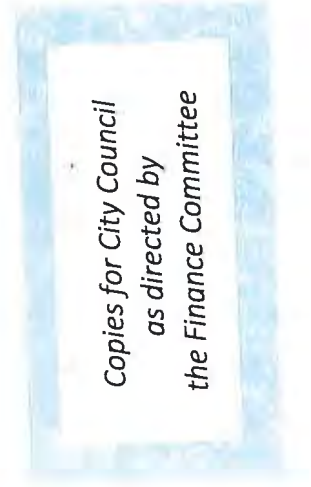
*Copies for City Council
as directed by
the Finance Committee*

US BANK Statement dated 4/6/2023

ITEM #	CREDITOR	DESCRIPTION	AMOUNT	ACCOUNT
1	Frontier	Internet for City Hall & Admin Office	\$ 202.99	10-550-6320
2	Boating and Waterways	California Boater Card Application	\$ 10.00	10-520-6710
3	Downs Energy	Fuel for Fire 1 & 2	\$ 153.14	10-421-6425
4	Adobe	Photography Plan (20GB)	\$ 9.99	10-310-6220
5	Ario Technologies	City Hall Security Cameras	\$ 12.99	10-550-6610
6	Downs Energy	Fuel for Fire 1 & 2	\$ 607.88	10-421-6425
7	GoDaddy.com	Standard SSL Renewal	\$ 199.98	10-310-6610
8	Adobe	Acrobat Pro	\$ 239.88	10-310-6210
9	GoDaddy.com	Deluxe Windows Hosting with Plesk Renewal	\$ 167.88	10-310-6610
10	Ario Technologies	Admin Office Security Cameras	\$ 17.99	10-550-6610
11	Downs Energy	Fuel for Fire 1	\$ 492.00	10-421-6425
12	Adobe	Acrobat Subscriptions	\$ 167.93	A
13	Frontier	Internet for City Hall & Admin Office	\$ 492.99	10-550-6320
14	Adobe	Acrobat Pro	\$ 19.99	10-310-6220
15	Adobe	Monthly Subscription-Mann	\$ 14.99	10-310-6210
			\$ 47.98	10-320-6220
			\$ 23.99	10-330-6210
			\$ 23.99	10-360-6220
			\$ 71.97	
			\$ 2,520.62	

Account Breakdown	AMOUNT
10-310-6210	\$ 254.87
10-310-6220	\$ 29.98
10-310-6610	\$ 367.86
10-370-6220	\$ 47.98
10-360-6220	\$ 23.99
10-330-6210	\$ 23.99
10-421-6425	\$ 1,253.02
10-421-6220	\$ 71.97
10-520-6710	\$ 10.00
10-550-6320	\$ 435.98
10-550-6610	\$ 30.98
	\$ 2,520.62

Check Figure \$



**MINUTES
REGULAR MEETING OF THE
CANYON LAKE CITY COUNCIL
Wednesday, April 12, 2023**

**Closed Session – 4:30 p.m.
City Hall Administration Building
31526 Railroad Canyon Road, Suite 5
Canyon Lake, CA 92587**

CALL TO ORDER

Mayor Smith called the meeting to order at 4:35 p.m.

ROLL CALL

Present: Council Member Castillo, Council Member Dain, Council Member Terry (arrived at 4:42), Mayor Pro Tem Welty and Mayor Smith.

Absent: None.

PUBLIC COMMENTS

There were no public comments.

City Attorney Graham noted that the City Council would be adding to closed session the claim of John Zaitz which was received after the meeting agenda had been posted.

Motion and second by Mayor Smith/Council Member Castillo to add the claim of John Zaitz to the closed session agenda.

Motion carried 4-0, with Council Member Castillo, Council Member Dain, Mayor Pro Tem Welty, and Mayor Smith voting aye. Council Member Terry was absent from the vote.

CLOSED SESSION

- A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to Section 54956.8
Property: 28730 Vacation Drive, Canyon Lake, CA
Agency Negotiator: City Manager
Negotiating Parties: Canyon Lake Property Owner's Association
Under Negotiation: Price and Terms of Payment

- B. CONFERENCE WITH LABOR NEGOTIATORS – PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957.6
Agency Designated Representatives: City Manager
Unrepresented Employees: Canyon Lake Fire Department Employees

- C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - Pursuant to paragraph (1) of subdivision (d) of Section 54956.9 – Richard Beck v. City of Canyon Lake, et al. Riverside Superior Court Case No. CVRI2202608
- D. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - Pursuant to paragraph (1) of subdivision (d) of Section 54956.9 – People of the State of California, et al. v. Helen Jensen, et al. Riverside Superior Court Case No. CVRI2100821
- E. CONFERENCE WITH LEGAL COUNSEL– INITIATION OF LITIGATION – Pursuant to paragraph (4) of subdivision (d) of Section 54956.9 – (2 cases) Code Enforcement Cases re 22980 Fawn Lake Place & 22380 Pintail

The City Council entered Closed Session at 4:36 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 Smith called the meeting to order at 6:30 p.m.

Mayor Smith called for a moment of silence in honor of the men and women who gave the ultimate sacrifice.

INVOCATION

The Invocation was led by Darcy Burke.

FLAG SALUTE

The Flag Salute was led by Mayor Pro Tem Welty.

ROLL CALL

Present: Council Member Castillo, Council Member Dain, Council Member Terry, Mayor Pro Tem Welty and Mayor Smith.

Absent: None.

CLOSED SESSION REPORT

City Attorney Graham stated as to Item A, there was nothing to report. As to Item B, City Council did not conclude the discussion and desired to continue the item following open session. As to Item C, there was nothing to report. As to Item D, there was nothing to report. As to Item E, there was nothing to report. He noted that Item F was the claim of John Zaitz which was received after the meeting agenda had been posted.

APPROVAL OF THE CITY COUNCIL AGENDA

Motion and second by Mayor Pro Tem Welty/Council Member Dain to approve the agenda.

Motion carried 5-0, with Council Member Castillo, Council Member Dain, Council Member Terry, Mayor Pro Tem Welty, and Mayor Smith voting aye.

CEREMONIAL MATTERS *Presentations, Awards, Proclamations*

Mayor Smith recognized Jack Wamsley as citizen of the month for April.

Council Member Terry recognized Eagle Scout Matt Thomas for winning the California Inland Empire Council's 50th Anniversary Shoulder Patch Design Competition.

COMMUNITY REPORTS

Director Darcy Burke gave an update on behalf of Elsinore Valley Municipal Water District.

President John Grande gave an update on behalf of the Chamber of Commerce.

Eric Ballejos gave an update on behalf of the Northwest Mosquito & Vector Control District.

PUBLIC SAFETY UPDATE

Lieutenant Edwards gave an update on public safety statistics.

Administrative Services Director Borja gave an update on code enforcement statistics.

Chief Jeff LaTendresse gave an update on fire statistics.

PUBLIC COMMENT

There were no public comments.

CONSENT CALENDAR

- (1) Waive Full Reading, Read all Ordinances by Title Only
- (2) Adoption of Resolution No. 2023-12 Approving Claims and Demands of the City
- (3) Approval of the City Council Minutes of March 8, 2023, Regular Session

Motion and second by Council Member Terry/Mayor Pro Tem Welty to approve the consent calendar.

Motion carried 5-0, with Council Member Castillo, Council Member Dain, Council Member Terry, Mayor Pro Tem Welty, and Mayor Smith voting aye.

PULLED CONSENT CALENDAR ITEMS

None.

PUBLIC HEARINGS

- (4) Update to the Safety Element of the Canyon Lake General Plan to Meet the Requirements of State Law

Mayor Smith opened the public hearing at 7:23 p.m.

City Planner Morrissey and Atlas Consulting presented a PowerPoint.

There being no members of the public wishing to speak, Mayor Smith closed the public hearing at 7:28 p.m.

Motion and second by Council Member Castillo/Council Member Dain to (1) adopt a Negative Declaration, consistent with the California Environmental Quality Act (CEQA), finding the potential impacts from the proposed update to the General Plan Safety Element will be less than significant; (2) adopt Resolution 2023-13 adopting the update to the Canyon Lake Safety Element; and (3) direct Staff to file a Notice of Determination.

Motion carried 5-0, with Council Member Castillo, Council Member Dain, Council Member Terry, Mayor Pro Tem Welty, and Mayor Smith voting aye.

- (5) Conditional Use Permit for the Establishment of a Tattoo Parlor in the MXU (Mixed Use) Zone, Located in the Canyon Lake Towne Center at 31580 Railroad Canyon Road

Mayor Smith opened the public hearing at 7:30 p.m.

City Planner Morrissey gave a presentation.

There being no members of the public wishing to speak, Mayor Smith closed the public hearing at 7:39 p.m.

Motion and second by Council Member Castillo/Council Member Dain to (1) find the proposed Zoning Ordinance amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines, because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and (2) approve Resolution No. 2023-14, Approval Findings and Conditions of Approval.

Motion carried 5-0, with Council Member Castillo, Council Member Dain, Council Member Terry, Mayor Pro Tem Welty, and Mayor Smith voting aye.

- (6) Consideration of an Amendment to the Canyon Lake Municipal Code, MXU (Mixed Use) Zone, Chapter 9.30.020 Uses Permitted

Mayor Smith opened the public hearing at 7:41 p.m.

City Planner Morrissey gave a presentation.

There being no members of the public wishing to speak, Mayor Smith closed the public hearing at 7:41 p.m.

Motion and second by Council Member Castillo/Mayor Pro Tem Welty to (1) find the proposed Zoning Ordinance amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines, because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and (2) introduce Ordinance No. 235, An Amendment to the Canyon Lake Municipal Code, Title 9: Planning and Zoning, Section 9.30.202 Mixed Use Zone, Uses Permitted, and read by title only.

Motion carried 5-0, with Council Member Castillo, Council Member Dain, Council Member Terry, Mayor Pro Tem Welty, and Mayor Smith voting aye.

BUSINESS ITEMS

(7) Resolution Supporting Local Control of Land Use Issues

Mayor Smith gave a presentation.

There were no public comments.

Motion and second by Council Member Castillo/Council Member Terry to adopt Resolution 2023-15 supporting local control of land use issues.

Motion carried 5-0, with Council Member Castillo, Council Member Dain, Council Member Terry, Mayor Pro Tem Welty, and Mayor Smith voting aye.

(8) Appeal of Building Official Determination Extending Expired Building Permit 2018-260

Mayor Smith opened the public hearing at 7:47 p.m.

City Attorney Graham gave a presentation.

There being no members of the public wishing to speak, Mayor Smith closed the public hearing at 7:55 p.m.

Motion and second by Mayor Smith/Council Member Terry to approve an appeal of the Deputy Building Official's determination and extend expired Building Permit 2018-260 for 22622 Canyon Lake Drive South for up to 730 days, subject to the conditions as stated.

Motion carried 5-0, with Council Member Castillo, Council Member Dain, Council Member Terry, Mayor Pro Tem Welty, and Mayor Smith voting aye.

(9) Establish and Appoint City Council Ad Hoc Committees

City Manager Dailey gave a presentation.

The following ad hoc committee appointments were made:

Council Member Castillo and Council Member Dain to the Lake Elsinore Unified School District (LEUSD) Articulation Committee.

Mayor Smith and Mayor Pro Tem Welty to the Canyon Lake Property Owners Association (POA) Articulation Committee.

Mayor Pro Tem Welty and Council Member Terry to the Economic Development Committee.

Council Member Castillo and Council Member Dain to the Community Engagement Committee, which will replace the existing Veteran's Day, Scholarship, Spirit of Canyon Lake Award and 9/11 Event Committees.

There were no public comments.

Motion and second by Council Member Terry/Mayor Pro Tem Welty to establish and appoint two Council Members to serve on the ad hoc committees.

Motion carried 5-0, with Council Member Castillo, Council Member Dain, Council Member Terry, Mayor Pro Tem Welty, and Mayor Smith voting aye.

CITY MANAGER COMMENTS

City Manager Dailey thanked the community for their warm welcome and thanked City Staff for their patience. She welcomed new City Clerk Garcia.

City Manager Dailey announced the fire station open house on May 13, 2023, from 10:00 a.m. – 2:00 p.m.

COMMITTEE AND COUNCIL REPORTS/COMMENTS

Council Member Castillo stated she liked to see attendance at City Council meetings. She noted the City would be funding transportation for the junior lifeguard program and funds were being raised for scholarships. She stated she and Council Member Dain were working on setting a workshop for special event permits. Finally, she thanked City Clerk Garcia for being on the team.

Council Member Terry stated he attended the Crystal Apple Awards with City Manager Dailey and noted it was a great event. He stated he was excited to meet with the Chamber of Commerce and support local businesses and recognized the Chamber for their "ask a candidate" forum.

Council Member Dain stated she attended the Student of the Month event. She noted that two Canyon Lake students were recipients, and both would be honored at an upcoming City Council meeting.

Mayor Pro Tem Welty stated he attended the SCAG meeting which was focused on water. He also attended the Mosquito and Vector control meeting. He talked about public safety and requested when there are conflicting vehicles in the community to drop the speed down and be safe.

Mayor Smith stated he attended an economic forum in Blythe and spoke about the potential for the Chuckawalla State Prison to close. He requested a letter of support for Blythe. He further provided a real estate update.

ANNOUNCEMENTS

Mayor Smith announced that the next regular City Council meeting would take place on Wednesday, May 10, 2023, at 5:00 p.m. for closed session and 6:30 p.m. for open session.

ADJOURNMENT

At 8:14 p.m., Mayor Smith stated the City Council would recess back into closed session to discuss Item B on the closed session agenda. He closed the open session in honor of Riverside Fire Department Captain Tim Strack.

City Attorney Graham stated no reportable action would be taken on Item B and there would not be a report out.

Respectfully submitted,

Sheryl L. Garcia, MMC, CPM
City Clerk



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Nicole Dailey, City Manager

BY: Jim Morrissey, City Planner

DATE: May 10, 2023

SUBJECT: Second Reading and Adoption of an Ordinance Amending the Canyon Lake Municipal Code, Title 9: Planning and Zoning, Section 9.30.202 Mixed Use Zone, Uses Permitted

Recommendation

Adopt Ordinance No. 235 Amending the Canyon Lake Municipal Code, Title 9: Planning and Zoning, Section 9.30.202 Mixed Use Zone, Uses Permitted.

Background

On April 12, 2023, the City Council considered an amendment to the Mixed-Use Zone to incorporate the commercial uses listed in the C-1 Zone for the purpose of creating a direct link to the types of uses permitted, rather than the general references currently provided in the Mixed Use Zone and adopted Towne Center Specific Plan. Providing specific uses as either permitted or conditionally permitted allows the public and Staff to understand the basis for particular decisions. The C-1 General Commercial Zone and the uses listed in that Zone have been the basis for determining the type and character of businesses within the Towne Center where the Mixed Use Zone exists.

Attachments

1. Ordinance No. 235

ATTACHMENT 1

ORDINANCE NO. 235

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, APPROVING AN AMENDMENT TO THE CANYON LAKE MUNICIPAL CODE, TITLE 9: PLANNING AND ZONING, SECTION 9.30.202 MIXED USE ZONE, USES PERMITTED

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

SECTION 1. Environmental Determination and Findings. The proposed amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines, because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 2. Municipal Code Amendments.

Title 9, Planning and Zoning; Section 9.30.020 Uses Permitted of the Canyon Lake Municipal Code is hereby amended as provided below (underlined represents additions):

The following uses are permitted within the Mixed Use Zone:

- (a) Singular, stand-alone uses that contribute to an overall mixture of residential and commercial uses within the zone or combined uses in one project as a mixed-use development.
- (b) Supportive housing by right as defined in Government Code Section 65651 (a), (b), (c), and (d).
- (c) Commercial uses as listed in the C-1 General Commercial Zone, unless otherwise referenced or modified in an adopted Specific Plan or other applicable document.

SECTION 3. Concluding Facts and Reasons. Based on the substantial evidence presented to the City Council during the public hearing on the Ordinance, and the specific findings set forth in the Recitals, and Sections 1 and 2, above, the City Council hereby concludes that the proposed Amendment to the City of Canyon Lake Municipal Code is consistent with the goals, policies, plans, and exhibits of the General Plan. Staff has thoroughly reviewed the proposed Municipal Code Amendment and the conditions under which it will be implemented and has determined the proposed Municipal Code provisions to be consistent with the applicable goals, policies, plans, and exhibits of the General Plan. Additionally the City Council finds that the proposed Amendment to the City of Canyon Lake Municipal Code would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.

SECTION 4. Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 5. Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

SECTION 6. Publication and Posting. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause the ordinance or a summary thereof to be published in accordance with state law.

PASSED APPROVED AND ADOPTED this 10th day of May, 2023.

Jeremy Smith, Mayor

ATTEST:

APPROVED AS TO FORM:

Sheryl Garcia, MMC, CPM
City Clerk

Steven Graham, City Attorney



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Nicole Dailey, City Manager

BY: Terry Shea, Finance Director

DATE: May 10, 2023

SUBJECT: Approve an Agreement with IGM Technology for a Cloud-Based Budgeting Software Platform in the Amount of \$102,564

Recommendation

Approve and authorize the City Manager to execute an Agreement for cloud-based budgeting software platform with IGM Technology for a term of five years in an amount of \$102,564.

Background

The City's Budget is currently being prepared in an Excel workbook with multiple tabs that only one staff member can access at a time. With the growth in the number of employees in the City this is inefficient and time-consuming and creates a risk that the amounts can be inadvertently changed. City staff members are taking on an increased role with developing and monitoring their own Departmental budgets.

The Finance Department received proposals from three (3) companies that provide cloud-based budgeting platforms. The proposals received were as follows:

Questica	\$91,497
IGM Technology	\$102,564
Workiva	\$141,050

City staff reviewed the proposals as well as the qualifications of each of the vendors. After careful review, City staff recommends that the City Council award the contract to IGM Technology.

Discussion

The platforms can be used by multiple staff members and departments concurrently, which will help streamline the budgeting process. Departments will be able to develop their own budgets and can upload supporting documents in one central location. For future years, the

software will have all prior year budgets and actuals for the previous fiscal years. Staff will also be able to download the City’s General Ledger data which will allow each Department to monitor their budget appropriations on a more frequent basis.

The Finance Director and other staff members completed a demo of each platform and believe IGM Technology to be the best product for the proposed price. The IGM Technology Gravity platform offers the following services:

- **Reporting** – Automate the production of high value reports, like the Budget Report, Annual Financial Statements, & management presentations.
- **Budgeting** – Streamline the budgeting process and enhance controls with Gravity’s data collection templates for: Operations & Maintenance, HR and Capital Planning.
- **BI Dashboard** – Present actual and budget data as well as key performance metrics via interactive charts and graphs using Gravity’s dashboards and visualization features.
- **GASB Disclosures** – Collect, manage, and automate disclosures for GASB statements.
- **Account Reconciliation** – Manage all types of reconciliations, including general ledger and balance sheet accounts, credit card, cash, bank, and other reconciliations with Gravity’s Reconciliation Management module.

The attached agreement is proposed for five years. The one-time implementation fee and annual costs for the budgeting platforms are as follows:

	IGM		
	<u>Workiva</u>	<u>Technology</u>	<u>Questica</u>
Implementation	\$ 9,800	\$ 7,000	\$ 7,500
Year 1	26,250	18,000	18,375
Year 2	26,250	18,540	15,225
Year 3	26,250	19,096	15,986
Year 4	26,250	19,669	16,786
Year 5	26,250	20,259	17,625
	<u>\$ 141,050</u>	<u>\$ 102,564</u>	<u>\$ 91,497</u>

Fiscal Impact

For Fiscal Year 2022-23 the cost is \$25,000 and will require a FY 2022-23 Budget adjustment in Account 10-330-6610. For Fiscal Years 2023-24 through 2026-27 the amounts are as listed above will be included in the City’s respective operating budget appropriately.

Attachments

1. IGM Technology Sample Service Agreement

ATTACHMENT 1



Customer: City of Canyon Lake, CA	Contact: Terry Shea																
Address: 31516 Railroad Canyon Road	Title: Finance Director																
Canyon Lake, CA 92587	Phone: (951)-244-2955																
	E-Mail: terry@ramscpa.net																
Services: Access to Gravity (the "Service(s)").																	
<p>Service Fees – Year 1: The Customer has the right to identify up to 10 Named Users to have Access to Gravity. The Service Capacity includes:</p> <table> <tr> <td>• Gravity Base Platform (includes 2 Named Users)</td> <td>\$10,000</td> </tr> <tr> <td>• Gravity Budget Book (includes 4 Named Users)</td> <td>\$6,000</td> </tr> <tr> <td>• Gravity Budget Planning (includes 4 Named Users)</td> <td>\$6,000</td> </tr> <tr> <td></td> <td>-----</td> </tr> <tr> <td>Sub-Total</td> <td>\$22,000</td> </tr> <tr> <td>Multi Module Discount</td> <td>(\$4,000)</td> </tr> <tr> <td></td> <td>-----</td> </tr> <tr> <td>Total Service Fees – 12 months</td> <td>\$18,000 USD</td> </tr> </table> <p>Service Fees for the first year are payable net 30 days after the agreement effective date.</p>		• Gravity Base Platform (includes 2 Named Users)	\$10,000	• Gravity Budget Book (includes 4 Named Users)	\$6,000	• Gravity Budget Planning (includes 4 Named Users)	\$6,000		-----	Sub-Total	\$22,000	Multi Module Discount	(\$4,000)		-----	Total Service Fees – 12 months	\$18,000 USD
• Gravity Base Platform (includes 2 Named Users)	\$10,000																
• Gravity Budget Book (includes 4 Named Users)	\$6,000																
• Gravity Budget Planning (includes 4 Named Users)	\$6,000																

Sub-Total	\$22,000																
Multi Module Discount	(\$4,000)																

Total Service Fees – 12 months	\$18,000 USD																
<p>Services Fees – Year 2: If the Customer chooses to renew its subscription to Gravity for a second year with the same Service Capacity, then the Service Fees in Year 2 will be \$18,540. Service Fees for Year 2 would be payable in advance upon renewal. Service Fees in subsequent years will be governed by the terms and conditions of this SaaS Service Agreement.</p> <p>Optional Contract Extension Years 3-5</p> <p>Services Fees – Year 3: If the Customer chooses to renew its subscription to Gravity for a third year with the same Service Capacity, then the Service Fees in Year 3 will be \$19,096 Service Fees for Year 3 would be payable in advance upon renewal. Service Fees in subsequent years will be governed by the terms and conditions of this SaaS Service Agreement.</p> <p>Services Fees – Year 4: If the Customer chooses to renew its subscription to Gravity for a fourth year with the same Service Capacity, then the Service Fees in Year 4 will be \$19,669. Service Fees for Year 4 would be payable in advance upon renewal. Service Fees in subsequent years will be governed by the terms and conditions of this SaaS Service Agreement.</p> <p>Services Fees – Year 5: If the Customer chooses to renew its subscription to Gravity for a fifth year with the same Service Capacity, then the Service Fees in Year 5 will be \$20,259. Service Fees for Year 5 would be payable in advance upon renewal. Service Fees in subsequent years will be governed by the terms and conditions of this SaaS Service Agreement.</p>																	
<p>Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.</p> <p>Implementation Fee (one-time fee):</p> <table> <tr> <td>• Gravity Budget Book Implementation Services</td> <td>\$6,000</td> </tr> <tr> <td>• Gravity Budget Planning Implementation Services</td> <td>\$6,000</td> </tr> <tr> <td></td> <td>-----</td> </tr> <tr> <td>Sub-Total</td> <td>\$12,000</td> </tr> <tr> <td>Multi Module Discount</td> <td>(\$5,000)</td> </tr> <tr> <td></td> <td>-----</td> </tr> <tr> <td>Total Implementation Fee (one-time fee):</td> <td>\$7,000 USD</td> </tr> </table> <p>Implementation Fees are payable net 30 days after the agreement effective date.</p>		• Gravity Budget Book Implementation Services	\$6,000	• Gravity Budget Planning Implementation Services	\$6,000		-----	Sub-Total	\$12,000	Multi Module Discount	(\$5,000)		-----	Total Implementation Fee (one-time fee):	\$7,000 USD		
• Gravity Budget Book Implementation Services	\$6,000																
• Gravity Budget Planning Implementation Services	\$6,000																

Sub-Total	\$12,000																
Multi Module Discount	(\$5,000)																

Total Implementation Fee (one-time fee):	\$7,000 USD																



SAAS SERVICES AGREEMENT – Order Form

This SaaS Services Agreement (“Agreement”) is entered into on this _____ day of _____, 2023 (the “Effective Date”) between **IGM Technology Corp.** with a place of business at 77 McMurrich St Unit 318, Toronto, Ontario (“Company”), and the Customer listed above (“Customer”). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

IGM Technology Corp.:

The City of Canyon Lake, CA:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Support Terms attached hereto as Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company’s standard terms of service then in effect and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment and the administrative and user passwords.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take

reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the “Fees”). If Customer’s use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to increase the Service Fees to reflect inflation and ongoing enhancements applied to the software platform, to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company’s customer support department.

4.2 Company will bill through an invoice. Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible



for all taxes associated with Services other than taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON,

COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of law provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.



EXHIBIT A

Statement of Work

The Company will provide the following services:

- Gravity - Implementation Services for Gravity Budget Book automation
 - Comprehensive on-line training
 - IGM Consulting Services in setting up and using Gravity to produce the next Budget Book

- Gravity – Implementation Services for Gravity Budgeting Planning
 - Comprehensive on-line training
 - IGM Consulting Services in setting up three data collection templates
 - Operations and Revenues
 - Human Resources
 - Capital Improvement Projects

These Implementation Services will be provided to the Customer within six months of the Effective Date. Implementation Services required by the Customer after this time period could be provided by IGM at IGM's standard consulting services rate.



EXHIBIT B

Service Level Terms

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash. Company will apply any credits accumulated in the prior annual period, towards the Service Fees in the next annual period.



EXHIBIT C

Support Terms

IGM will provide Technical Support to customer via both telephone and electronic mail Monday – Friday between 6am – 8pm Eastern Time (“Support Hours”).

Customer may initiate a helpdesk ticket during Support Hours by calling IGM’s customer support line or any time by emailing support@igm.technology

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

Emergency customer support is available outside of Support hours and can be initiated by calling IGM’s customer support line or emailing support@igm.technology



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Nicole Dailey, City Manager

BY: Mike Borja, Administrative Services Director

DATE: May 10, 2023

SUBJECT: Award of Agreement to Color New Co for the Railroad Canyon Road Painting Improvements Project in the Amount of \$340,000

Recommendation

Approve and authorize the City Manager to execute an Agreement with Color New Co for \$304,000 plus up to 10% for contract/construction management and up to 8% contingency for the Railroad Canyon Road Painting Improvements Project.

Background

On April 13, 2023, bids were received and opened for the City's proposed Railroad Canyon Road Painting Improvements Project to be awarded at the May 10, 2023 City Council meeting.

The project's proposed scope of work included pressure washing, repairing, and painting of all City boundary walls, traffic signals and light poles, and painting Southern California Edison (SCE) utility boxes and bollards along Railroad Canyon Road within the City's limits. The bids received were as follows:

- Color New Co - \$340,000
- Cotter Construction - \$415,000
- Act 1 Construction - \$1,035,910.50

City staff reviewed the bids as well as the qualifications and past experiences of each of the contractors. After careful review, City staff is recommending City Council award the Railroad Canyon Road Painting Improvements Project to Color New Co as the lowest and most responsible bid received.

Staff anticipate the project to begin in June and will take approximately six to eight weeks to complete, which is contingent on unexpected construction or material delays.

Fiscal Impact

The proposed agreement with Color New Co will result in a cost of \$340,000 plus up to 10% for contract/construction management and up to 8% contingency. Funds are available in the City's Fiscal Year 22/23 Measure A Fund for the overall project funding and contingency.

Attachments

1. Agreement for Railroad Canyon Road Painting Improvements Project
2. Bid Summary

ATTACHMENT 1

CITY OF CANYON LAKE
RAILROAD CANYON ROAD PAINTING IMPROVEMENTS PROJECT

This Contract and Agreement is made and effective this 10 day of May 2023, 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 Color Me Co. ("CONTRACTOR").

WITNESSETH:

WHEREAS, CITY desires to hire a company to provide 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 RAILROAD CANYON ROAD PAINTING IMPROVEMENTS PROJECT;

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 April 12, 2023 , 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.

CITY OF CANYON LAKE
RAILROAD CANYON ROAD PAINTING IMPROVEMENTS PROJECT

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 RAILROAD CANYON ROAD PAINTING IMPROVEMENTS PROJECT and incorporated herein by this reference.

Furthermore, the CONTRACTOR shall perform the Statement of Work in accordance with the Bid Sheet attached hereto as RAILROAD CANYON ROAD PAINTING IMPROVEMENTS PROJECT 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

The start construction date shall be the date stipulated in the Notice to Proceed issued by the City Engineer ("Start Date"). Contractor shall complete the Project within **60 Working Days** from the Start Date. City and Contractor acknowledge and agree that at the time of execution of this Contract it is impracticable and extremely difficult to fix the actual damages that will be incurred by City if Contractor fails to complete the Project by the Completion Date. Accordingly, City and Contractor agree that liquidated damages in the amount of five hundred dollars (\$500.00) for each calendar day the Project remains incomplete beyond the Completion Date is a reasonable sum to assess as liquidated damages due to City by reason of the failure of Contractor to complete the Project. City may deduct the amount of liquidated damages from any payment due or that may become due to Contractor under this Contract. Progress payment made after the Completion Date shall not constitute a waiver of liquidated damages.

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 **THREE HUNDRED FOURTY THOUSAND dollars (\$340,000)** 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 4 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.

CITY OF CANYON LAKE
RAILROAD CANYON ROAD PAINTING IMPROVEMENTS PROJECT

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3, Chapter 1 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 and 1811 | Working Hour Restrictions |
| 8. Section 1813 | Penalty for Failure to Pay Overtime |
| 9. Section 1815 | Overtime Rate Requirement |

CITY OF CANYON LAKE
RAILROAD CANYON ROAD PAINTING IMPROVEMENTS PROJECT

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:

- City of Canyon Lake Business License
- Class 'A' General Contractor License
- Class C32 Parking and Highway Improvement License with C31 Traffic Control 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.

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Loieue Loizu is authorized to act for and bind the corporation.

ARTICLE 8.
REGISTRATION REQUIREMENTS

Pursuant to Section 1771.1(a) of the Labor Code, CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing. The CONTRACTOR must submit certified payroll prior to any payment for work performed.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CITY OF CANYON LAKE
RAILROAD CANYON ROAD PAINTING IMPROVEMENTS PROJECT

ARTICLE 9.
NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be affected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, or postage prepaid and addressed as follows:

To CITY: City of Canyon Lake
 31516 Railroad Canyon Road
 Canyon Lake, CA 92587

To CONTRACTOR: Color New Co
 22855 Califa St.
 Woodland Hills, CA 91367

ARTICLE 10.
INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to CITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be considered exclusively to be employees of CONTRACTOR and not employees of CITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in 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.

CITY OF CANYON LAKE
RAILROAD CANYON ROAD PAINTING IMPROVEMENTS PROJECT

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

CITY OF CANYON LAKE
RAILROAD CANYON ROAD PAINTING IMPROVEMENTS PROJECT

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.

CITY OF CANYON LAKE
RAILROAD CANYON ROAD PAINTING IMPROVEMENTS PROJECT

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.

CITY OF CANYON LAKE
RAILROAD CANYON ROAD PAINTING IMPROVEMENTS PROJECT

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.

CITY OF CANYON LAKE
RAILROAD CANYON ROAD PAINTING IMPROVEMENTS PROJECT

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.

CITY OF CANYON LAKE
RAILROAD CANYON ROAD PAINTING IMPROVEMENTS PROJECT

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.

CITY OF CANYON LAKE
RAILROAD CANYON ROAD PAINTING IMPROVEMENTS PROJECT

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.

CITY OF CANYON LAKE
RAILROAD CANYON ROAD PAINTING IMPROVEMENTS PROJECT

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: **NICOLE DAILEY, City Manager**

By: **COLOR NEW CO, Contractor**

CITY OF CANYON LAKE
RAILROAD CANYON ROAD PAINTING IMPROVEMENTS PROJECT

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.

CITY OF CANYON LAKE
RAILROAD CANYON ROAD PAINTING IMPROVEMENTS PROJECT

- (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

CITY OF CANYON LAKE
RAILROAD CANYON ROAD PAINTING IMPROVEMENTS PROJECT

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,

CITY OF CANYON LAKE
RAILROAD CANYON ROAD PAINTING IMPROVEMENTS PROJECT

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, 2024, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2024, deletes or extends that date.

ATTACHMENT 2

Railroad Canyon Road Painting Improvements

Post Date: 03/17/2023 21:27 PDT

Due Date: 04/13/2023 before 14:00 PDT

Estimated Value: \$450,000

Railroad Canyon Road Painting Improvements

Estimated Value: \$450,000

Bid Post Date: 03/17/2023 21:27 PDT

Department:

Bid Due Date: 04/13/2023 before 14:00 PDT

Bid Bond: 10%

Performance Bond: 100%

Payment Bond: 100%

License Requirements:

Project Information:

1) Railroad Canyon Road Painting Improvements Project

Type: PRIMARY

Location:

Project Start Date: 03/17/2023

Project End Date: 08/31/2023

Notes:

The project involves pressure washing, repairing, and painting the boundary walls, signals and light poles, and Southern California Edison (SCE) utility boxes and bollards along Railroad Canyon Road within the City of Canyon Lake limits.

Railroad Canyon Road Painting Improvements

Post Date: 03/17/2023 21:27 PDT

Due Date: 04/13/2023 before 14:00 PDT

Estimated Value: \$450,000

Registered Bidders / 4 total

#	Name	Company	Address	City	State	Phone
1	Loizu, Louis	Color New Co	22855 Califa St.	Woodland Hills	CA	8188840856
2	Cotter, Andrew	Cotter Construction	29903 Gulf Stream dr	Canyon Lake	CA	9518337842
3	Jimenez, Fred	U.S National Corp	10205 San Fernando Road	Pacoima	Ca	8186862166
4	Trenholm, Tiffany	Act 1 Construction, Inc.	444 6th street	norco	California	9517351184

Railroad Canyon Road Painting Improvements

Post Date: 03/17/2023 21:27 PDT

Due Date: 04/13/2023 before 14:00 PDT

Estimated Value: \$450,000

Results / 3 total

#	Name	Company	Address	Phone	Amount	Submitted	Status
1	Loizu, Louis	Color New Co	22855 Califa St. Woodland Hills, CA 91367	8188840856	\$340,000	04/13/2023 15:42:49	Apparent Low Bidder
2	Cotter, Andrew	Cotter Construction	29903 Gulf Stream dr Canyon Lake , CA 92587	9518337842	\$415,000	04/12/2023 15:22:53	
3	Trenholm, Tiffany	Act 1 Construction, Inc.	444 6th street norco, California 92860-1758	9517351184	\$1,035,910.5	04/13/2023 15:31:38	

Railroad Canyon Road Painting Improvements

Post Date: 03/17/2023 21:27 PDT

Due Date: 04/13/2023 before 14:00 PDT

Estimated Value: \$450,000

1. Apparent low bidder details for: Loizu, Louis / Color New Co

1) Railroad Canyon Road Painting Improvements Project

Item	UM	Qty	Unit Pricing	Item Total	
BID SCHEDULE					
1	MOBILIZATION	L.S.	1	\$15,000	\$15,000
2	TEMPORARY TRAFFIC CONTROL	L.S.	1	\$25,000	\$25,000
3	WATER POLLUTION CONTROL	L.S.	1	\$5,000	\$5,000
4	VEGETATION REMOVAL	L.S.	1	\$18,855	\$18,855
5	PRESSURE WASHING	L.F.	12,110	\$4.9	\$59,339
6	BARRIER WALL REPAIRS	L.S.	1	\$40,000	\$40,000
7	PRIMING AND PAINTING	L.F.	12,110	\$14.6	\$176,806
				Subtotal	\$340,000
				Project Total	\$340,000

Railroad Canyon Road Painting Improvements

Post Date: 03/17/2023 21:27 PDT

Due Date: 04/13/2023 before 14:00 PDT

Estimated Value: \$450,000

File attachment details for: Loizu, Louis / Color New Co

File name	Description	Type	Size	Notes
Bid by Color New Co 04-13-2023	Additional	pdf	3.7 MB	



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Nicole Dailey, City Manager

BY: Terry Shea, Finance Director

DATE: May 10, 2023

SUBJECT: Presentation and Discussion of the Draft FY2023-24 Budget

Recommendation

Review and discuss the City's Draft Fiscal Year 2023-24 Budget.

Background

The attached Draft Budget for Fiscal Year 2023-24 will be presented to the City Council for review.

The Proposed General Fund revenues are estimated at \$7,569,474, which is an increase of \$328,744 over the previous Fiscal Year budget. Estimated General Fund expenditures are \$7,533,217, an increase of \$693,135 over the previous Fiscal Year Budget. The Proposed Budget reflects General Fund Revenues over Expenditures of \$36,257 for Fiscal Year 2023-24.

As part of the Budget adoption on June 14, 2023, City Staff will present a Fund Balance Policy which will address the size of the reserves set aside for operations, contingencies, emergencies, and capital asset replacement.

Based on recent economic trends including significant inflation, staff have taken a conservative approach to this year's budget. As a result, the proposed budget does not include revenues associated with the Commercial Cannabis Business Community Benefits and Neighborhood Compatibility Agreement executed in November of 2022. This agreement projects approximately \$1.2 million in additional revenues from the agreed upon Community Benefit Payments. Adjustments associated with this new funding source will be presented at Mid-Year.

The major changes from the City's Fiscal Year 2022-23 Budget are as follows:

- An increase in tax revenues of \$221,000 with the largest projected increase in Utility Users Tax and Property Tax VLF due to higher utility costs and assessed valuations and an increase in actual revenues in FY 2022-23.
- An increase in License, Permits & Fees of \$76,000 with the largest increase in the new Construction/Building Permit Fees due to an increase in activity and the newly adopted fees that are now in place for the new fiscal year.
- The Draft Budget for staff salaries includes a cost-of-living increase of 3.50% and a planned merit increase of 5.00% for an increase in salaries and benefits of \$330,000.
- The City Attorney Budget includes additional costs for general services, potential litigation, and Code Enforcement cases with an offset of \$25,000 for potential revenue recovery.
- The Finance Department Budget includes two full-time positions as the prior year had only one full-time and one part-time position.
- The Building & Facilities Maintenance Department budget increased by \$154,580. This included moving the utilities and landscape maintenance costs for the Fire Department to this fund to be consistent with other departments and City facilities. In addition, insurance costs increased by \$95,770 including \$47,200 for Workers Compensation, which were previously budgeted in each individual Department. This was moved to consolidate these redundant costs across departments into a central fund. As a result of these changes, the budget amounts for these items were reduced equally in their respective budgets.

The Draft Budget presented does not address any capital costs for improvements, as Staff will develop a CIP Budget for the June 14, 2023 City Council meeting. Feedback is sought at this meeting and any direction given by the City Council will be incorporated into a final Draft Budget, which will be presented to the City Council for adoption at the June 14, 2023, City Council meeting.

Fiscal Impact

None. Discussion only.

Attachments

1. Draft Fiscal Year 2023-24 Budget

ATTACHMENT 1

**City of Canyon Lake
Revenue Summary by Fund
Fiscal Year 2023-24**

Fund Type & Name	Actual Revenue 2020-21	Actual Revenue 2021-22	Budgeted Revenue 2022-23	Proposed Revenue 2023-24
GENERAL FUND				
General Fund	\$ 7,056,204	\$ 7,373,395	\$ 7,241,000	\$ 7,569,474
SPECIAL REVENUE FUNDS				
Gas Tax	450,595	471,218	558,990	597,889
Measure A	286,579	272,651	263,000	271,000
AQMD Trust	14,330	12,639	13,550	14,400
Law Enforcement Grants	156,727	161,285	160,000	160,000
Miscellaneous Grants (ARPA)	-	531,651	1,349,208	1,865,842
TOTAL SPECIAL REVENUE	\$ 908,231	\$ 1,449,444	\$ 2,344,748	\$ 2,909,131
ENTERPRISE FUND				
Rental Fund	\$ 71,147	\$ 70,593	\$ 88,200	\$ 71,000
CAPITAL IMPROVEMENT FUND				
Capital Projects	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 8,035,582	\$ 8,893,432	\$ 9,673,948	\$ 10,549,605

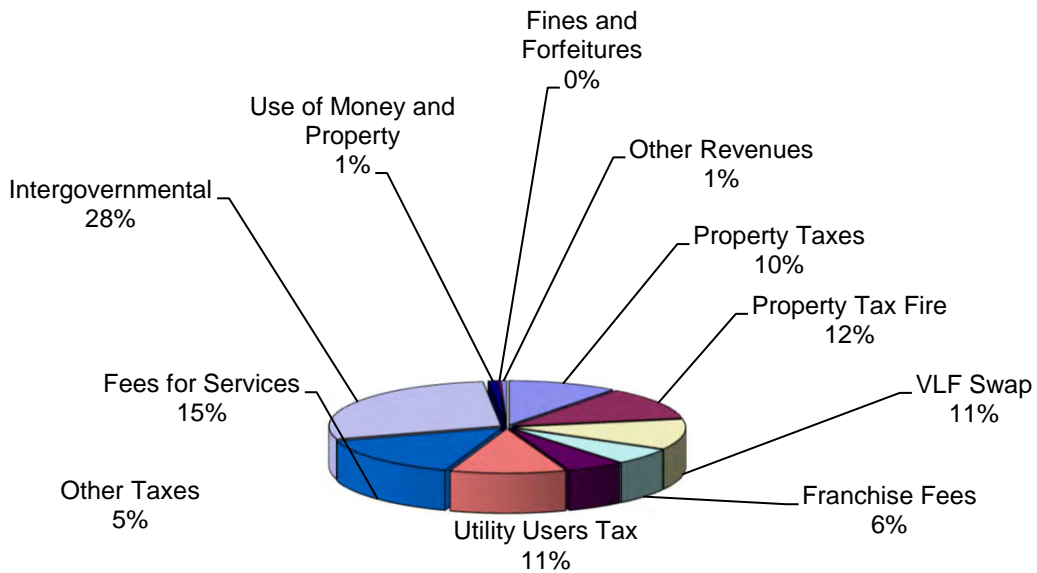
**City of Canyon Lake
Revenue Sources by Type
Fiscal Year 2023-24**

Fund Type & Name	Actual Revenue 2020-21	Actual Revenue 2021-22	Budgeted Revenue 2022-23	Proposed Revenue 2023-24
GENERAL FUND				
Property Taxes	\$ 944,138	\$ 990,641	\$ 1,048,400	\$ 1,088,000
Property Taxes Fire	1,176,887	1,233,510	1,210,000	1,250,000
VLF Swap	996,594	1,045,690	1,066,600	1,160,000
Sales Tax	361,485	423,286	400,000	384,000
Utility Users Tax	1,023,300	1,154,317	1,050,000	1,150,000
Franchise Fees	584,976	596,228	604,100	624,500
Other Taxes	223,105	253,272	236,000	179,600
Fees for Services	1,456,292	1,550,174	1,494,800	1,570,600
Intergovernmental	150,480	72,638	58,800	60,300
Use of Money and Property	46,299	(95,814)	25,000	25,000
Fines and Forfeitures	33,245	20,814	21,300	22,474
Other Revenues	59,403	128,639	26,000	55,000
Total General Fund	\$ 7,056,204	\$ 7,373,395	\$ 7,241,000	\$ 7,569,474
SPECIAL REVENUE FUNDS				
Gas Tax				
Intergovernmental Revenue	\$ 450,913	\$ 489,970	\$ 556,990	\$ 595,889
Use of Money and Property	(318)	(18,752)	2,000	2,000
Measure A				
Intergovernmental Revenue	286,782	286,884	262,000	270,000
Use of Money and Property	(203)	(14,233)	1,000	1,000
AQMD Trust				
Intergovernmental Revenue	14,364	13,948	13,500	14,200
Use of Money and Property	(34)	(1,309)	50	200
Law Enforcement Grants				
Intergovernmental Revenue	156,727	161,285	160,000	160,000
Miscellaneous Grants Fund				
Intergovernmental Revenue	-	531,651	1,349,208	1,865,842
Total Special Revenue	\$ 908,231	\$ 1,449,444	\$ 2,344,748	\$ 2,909,131

**City of Canyon Lake
Revenue Sources by Type
Fiscal Year 2023-24**

Fund Type & Name	Actual Revenue 2020-21	Actual Revenue 2021-22	Budgeted Revenue 2022-23	Proposed Revenue 2023-24
ENTERPRISE FUND				
Rental Fund				
Use of Money and Property	\$ 71,147	\$ 70,593	\$ 88,200	\$ 71,000
CDBG	-	-	-	-
Total Enterprise	\$ 71,147	\$ 70,593	\$ 88,200	\$ 71,000
CAPITAL IMPROVEMENT FUND				
Capital Projects				
Intergovernmental Revenue	\$ -	\$ -	\$ -	\$ -
Other Revenues	-	-	-	-
Transfers In	-	-	-	-
Total Capital Projects	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 8,035,582	\$ 8,893,432	\$ 9,673,948	\$ 10,549,605

Revenue Summary by Type



**City of Canyon Lake
Fiscal Year 2023-24**

General Fund Revenue Detail

Code	Description	Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
Taxes					
4020	Base Property Tax (S)	\$ 866,029	\$ 906,145	\$ 963,000	\$ 1,001,000
4030	Base Property Tax (U)	37,180	43,297	40,000	41,600
4032	Property Tax Fire	1,176,887	1,233,510	1,210,000	1,250,000
4040	Homeowner-S Exemption Reimb	8,165	8,162	8,900	8,900
4050	Real Property Transfer Tax	156,471	163,228	156,000	93,600
4060	Property Tax-Py (S)	9,064	8,447	17,700	17,700
4070	Property Tax -Py (U)	-	691	2,000	2,000
4080	Property Tax 2345/Cur/Sup	16,373	9,518	11,800	11,800
4090	Property Tax 2345/Py/Sup	7,327	14,381	5,000	5,000
4705	Property Tax Vlf Swap	996,594	1,045,690	1,066,600	1,160,000
4100	Sales & Use Tax	361,485	423,286	400,000	384,000
4130	Utility Users Tax	1,023,300	1,154,317	1,050,000	1,150,000
4150	Franchise Fee - Cable Tv	140,324	139,396	144,000	136,000
4160	Transient Lodging Tax	66,634	90,044	80,000	86,000
4170	Edison Franchise Fee	126,634	138,575	138,000	156,000
4180	Refuse Disposal Franchise Fee	316,186	316,058	320,000	330,000
4190	So. Cal Gas Franchise Fee	1,832	2,199	2,100	2,500
	Subtotal Taxes	\$ 5,310,485	\$ 5,696,944	\$ 5,615,100	\$ 5,836,100
Licenses, Permits & Fees					
4200	Construction/Bldg Permit Fee	\$ 400,278	\$ 459,675	\$ 432,000	\$ 500,000
4201	CBSC Green Fees	823	1,006	900	1,200
4202	SMIP Fees	1,992	2,561	2,500	3,400
4220	Site Plan Review	28,996	16,328	20,000	20,000
4225	Credit Card Convenience Fee	-	-	-	-
4230	Miscellaneous Planning Fees	178	-	-	-
4231	Grading Fees	16,953	42,434	20,000	20,000
4250	Encroachment Fees	238	2,260	-	-
4420	Fire Plan Check Permits	-	7,934	-	10,000
4786	Cable Access Fee	28,128	27,946	29,000	28,000
4798	Stormwater Fees	986	11,698	-	10,000
4450	Foreclosure Fees	1,810	1,580	1,400	2,000
4400	Business License Fee	109,448	122,123	110,000	69,000
4405	EMS Subscription Program	792,067	799,259	802,000	840,000
4410	Residential Rental Registration	59,560	49,780	60,000	50,000
4415	Fire Life Safety Inspection Program	1,748	736	2,000	2,000
	Canabis Revenue	-	-	-	-
4794	Rental Inspection Fees	13,087	4,854	15,000	15,000
	Subtotal Licenses, Permits & Fees	\$ 1,456,292	\$ 1,550,174	\$ 1,494,800	\$ 1,570,600
Use of Money & Property					
4690	Library Lease Income	\$ 47,825	\$ 3,985	\$ -	\$ -
4792	Sale of Assets	-	-	-	-
4900	Interest Income	(1,526)	(99,799)	25,000	25,000
	Subtotal Use of Money & Property	\$ 46,299	\$ (95,814)	\$ 25,000	\$ 25,000
Intergovernmental					
4700	Motor Vehicle License Fee	\$ 8,068	\$ 12,737	\$ 8,800	\$ 10,300
4590	Grant Revenues (Emergency)	-	21,084	7,000	7,000
4596	AVA Funds	-	-	8,000	8,000
4585	Grant Revenues CDBG	-	29,280	-	-
4593	Grant Revenues LEAP SB 2	6,594	9,537	35,000	35,000
4598	Cares Act Revenue	135,818	-	-	-
	Subtotal Intergovernmental	\$ 150,480	\$ 72,638	\$ 58,800	\$ 60,300
Fines & Forfeitures					
4600	Court, Vehicle & Parking Fees	\$ 33,245	\$ 20,814	\$ 21,300	\$ 22,474
Other Income					
4789	Code Enforcement Reimbursement	\$ -	\$ 5,100	\$ -	\$ 25,000
4790	Miscellaneous	29,497	110,618	20,000	24,000
4791	Insurance Reimbursements	23,996	8,550	-	-
4793	Veterans Donations	1,710	3,871	4,000	4,000
4796	Military Banner Program	4,200	500	2,000	2,000
		\$ 59,403	\$ 128,639	\$ 26,000.00	\$ 55,000
	TOTAL REVENUE	\$ 7,056,204	\$ 7,373,395	\$ 7,241,000	\$ 7,569,474

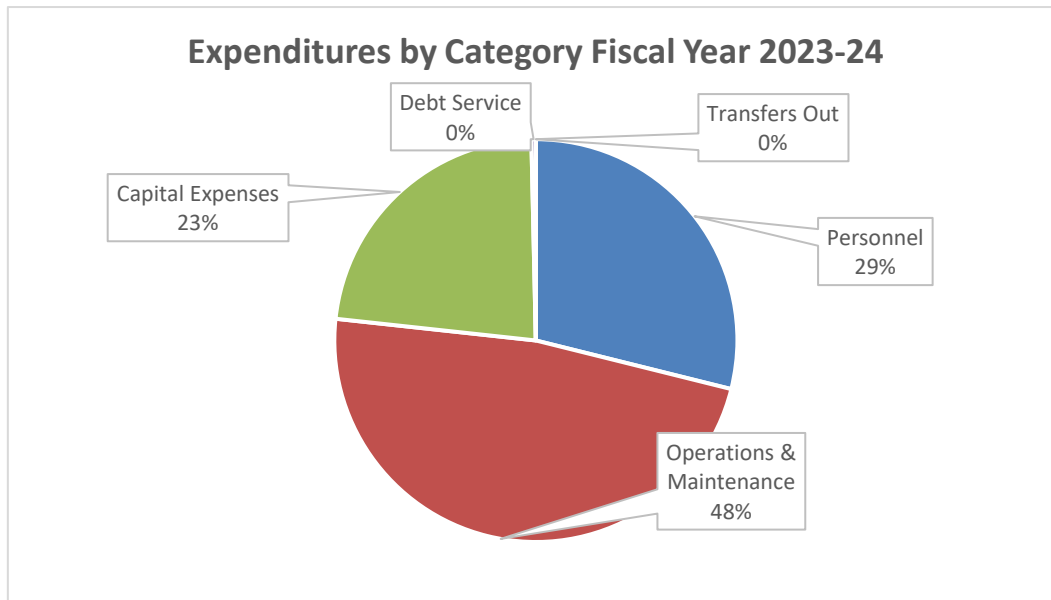
City of Canyon Lake Fiscal Year 2023-24				
General Fund Expenditure Detail				
Department	Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
City Council				
Personnel	\$ 21,490	\$ 19,534	\$ 19,840	\$ 19,340
Operations & Maintenance	71,215	121,439	141,625	153,975
City Attorney				
Operations & Maintenance	137,735	102,605	110,000	173,082
City Manager				
Personnel	448,859	504,250	607,965	585,728
Operations & Maintenance	334,163	325,013	192,880	217,360
City Clerk				
Personnel	137,402	139,608	194,240	188,231
Operations & Maintenance	79,144	59,272	96,450	69,150
Finance				
Personnel	86,034	90,570	124,496	207,276
Operations & Maintenance	79,441	163,785	197,885	168,695
Planning				
Operations & Maintenance	177,621	323,925	191,200	231,200
Building & Safety				
Personnel	-	144,296	193,538	223,277
Operations & Maintenance	405,791	138,301	83,200	143,950
Law Enforcement				
Operations & Maintenance	1,655,742	1,425,890	1,875,500	1,908,690
Capital Outlay	-	5,500	6,000	5,000
Fire (Riverside County)				
Operations & Maintenance	1,817,074	1,008,047	-	-
Capital Outlay	9,993	-	-	-
City Fire Department				
Personnel	-	-	1,219,983	1,455,407
Operations & Maintenance	-	-	515,190	507,855
Capital Outlay	-	-	44,000	20,250
Emergency Preparedness				
Operations & Maintenance	15,489	22,025	37,900	29,000
Animal Control				
Operations & Maintenance	145,981	139,745	151,290	173,320
Public Works				
Operations & Maintenance	3,706	4,239	10,000	15,000
NPDES				
Operations & Maintenance	83,404	99,831	127,000	133,500
Code Enforcement				
Personnel	278,664	264,120	313,120	355,421
Operations & Maintenance	32,016	48,251	43,050	47,200
Capital Outlay	-	-	1,000	-
Building & Facilities Maintenance				
Operations & Maintenance	134,264	252,807	326,730	481,310
Capital Outlay	21,727	10,518	16,000	20,000
Transfers Out	-	-	-	-
TOTAL EXPENDITURES	\$ 6,176,955	\$ 5,413,571	\$ 6,840,082	\$ 7,533,217

**City of Canyon Lake
Expenditure Summary by Fund
Fiscal Year 2023-24**

Fund Type & Name	Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
GENERAL FUND				
General Fund	\$ 6,176,955	\$ 5,413,571	\$ 6,840,082	\$ 7,533,217
SPECIAL REVENUE FUNDS				
Gas Tax	\$ 162,558	\$ 297,305	\$ 457,600	\$ 448,700
Measure A	8,009	-	290,960	452,550
AQMD Trust	-	99,759	-	-
Law Enforcement Grants	250,000	180,000	160,000	160,000
Miscellaneous Grants	-	531,651	-	1,835,288
TOTAL SPECIAL REVENUE	\$ 420,567	\$ 1,108,715	\$ 908,560	\$ 2,896,538
ENTERPRISE FUND				
Rental	\$ 71,668	\$ 307,555	\$ 61,025	\$ 82,500
CAPITAL IMPROVEMENT FUND				
Capital Projects	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 6,669,190	\$ 6,829,841	\$ 7,809,667	\$ 10,512,255

**City of Canyon Lake
Expenditure Summary by Category
Fiscal Year 2023-24**

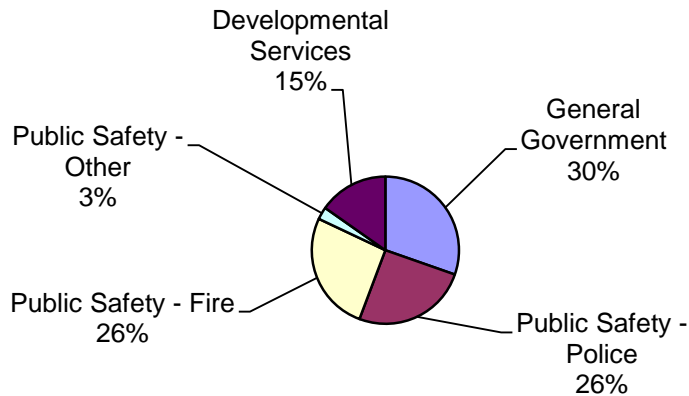
CATEGORY/TYPE	Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
Personnel	\$ 972,449	\$ 1,795,132	\$ 2,703,581	\$ 3,034,680
Operations & Maintenance	5,603,651	4,944,931	4,755,985	5,031,642
Capital Expenses	75,767	1,323,526	2,643,000	2,409,933
Debt Service	17,323	426,848	13,800	36,000
Transfers Out	-	-	-	-
TOTAL	\$ 6,669,190	\$ 8,490,437	\$ 10,116,366	\$ 10,512,255



**City of Canyon Lake
General Fund Budget Expenditure Summary
Fiscal Year 2023-24**

Department/Division		Personnel	O & M	Capital	Total
GENERAL GOVERNMENT					
100	City Council	\$ 19,340	\$ 153,975	\$ -	\$ 173,315
200	City Attorney	-	173,082	-	173,082
310	City Manager	585,728	217,360	-	803,088
320	City Clerk	188,231	69,150	-	257,381
330	Finance	207,276	168,695	-	375,971
550	P W Building & Fac Maint	-	481,310	20,000	501,310
SUBTOTAL		\$ 1,000,575	\$ 1,263,572	\$ 20,000	\$ 2,284,147
DEVELOPMENT SERVICES					
350	Planning	\$ -	\$ 231,200	\$ -	\$ 231,200
360	Building and Safety	223,277	143,950	-	367,227
510	Public Works Administration	-	15,000	-	15,000
515	NPDES	-	133,500	-	133,500
520	Code Enforcement	355,421	47,200	-	402,621
SUBTOTAL		\$ 578,698	\$ 570,850	\$ -	\$ 1,149,548
PUBLIC SAFETY					
410	Law Enforcement	\$ -	\$ 1,908,690	\$ 5,000	\$ 1,913,690
420	Fire & Medical Aid (County)	-	-	-	-
421	City Fire Department	1,455,407	528,105	-	1,983,512
425	Emergency Preparedness	-	29,000	-	29,000
430	Animal Control	-	173,320	-	173,320
SUBTOTAL		\$ 1,455,407	\$ 2,639,115	\$ 5,000	\$ 4,099,522
TOTAL		\$ 3,034,680	\$ 4,473,537	\$ 25,000	\$ 7,533,217

General Fund Budget Expenditures by Function



**City of Canyon Lake
Fund Balance Summary
Fiscal Year 2023-24**

Fund Type & Name	Estimated Available Balance 06/30/23	+	Estimated Revenues 2023-24	=	Funds Available 2023-24	-	Budgeted Appropriations 2023-24	=	Estimated Available Balance 06/30/24
GENERAL FUND									
General Fund	\$ 5,445,000		\$ 7,569,474 *		\$ 13,014,474		\$ 7,533,217 *		\$ 5,481,257
SPECIAL REVENUE FUNDS									
Gas Tax	\$ 1,582,000		\$ 597,889		\$ 2,179,889		\$ 448,700		\$ 1,731,189
Measure A	1,401,000		271,000		1,672,000		452,550		1,219,450
AQMD Trust	52,500		14,400		66,900		-		66,900
Law Enforcement Grants	3,300		160,000		163,300		160,000		3,300
Miscellaneous grants	15,817		1,865,842		1,881,659		1,835,288		46,371
TOTAL SPECIAL REVENUE	\$ 3,054,617		\$ 2,909,131		\$ 5,963,748		\$ 2,896,538		\$ 3,067,210
ENTERPRISE FUND									
Rental	\$ -		\$ 71,000		\$ 71,000		\$ 82,500		\$ (11,500)
CAPITAL IMPROVEMENT FUND									
Capital Projects	\$ 338,600		\$ -		\$ 338,600		\$ -		\$ 338,600
TOTAL	\$ 8,838,217		+ \$10,549,605		= \$ 19,387,822		- \$ 10,512,255		= \$ 8,875,567

* The proposed General Fund Budget anticipates revenues over expenditures of **\$ 36,257**. The proposed budget does not include revenues associated with the Commercial Cannabis Business Community Benefits and Neighborhood Compatability Agreement executed in November of 2022. This agreement projects approximately \$1.2 million in additional revenues from the agreed upon Community Benefit Payments. Adjustments associated with this new funding source will be presented at Mid-Year.

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

General Government		City Council - 100			
Function - Department		Division - Code			
Object Acct #		Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
PERSONNEL COSTS					
6010	Salaries and Wages	\$ 18,000	\$ 16,800	\$ 18,000	\$ 18,000
6080	Benefits	3,490	2,734	1,840	1,340
	Personnel Total:	\$ 21,490	\$ 19,534	\$ 19,840	\$ 19,340
OPERATIONS & MAINTENANCE COSTS					
6220	Departmental Expense	\$ 8,106	\$ 7,330	\$ 8,300	\$ 8,300
6225	Council Meeting Expense	8,057	8,701	10,600	10,600
6510	Conference/Meeting/Travel Exp	650	5,626	16,900	17,100
6520	Membership/Dues/Publications	14,260	6,647	13,500	13,650
6610	Professional/Specialized Services	-	-	-	-
6620	Emissions Control Program	-	-	-	-
6810	Other Charges & Expenditures	-	-	-	-
6830	Promotion and Advertising	40,142	93,135	92,325	24,825
6831	City Events	-	-	-	79,500
	O & M Total:	\$ 71,215	\$ 121,439	\$ 141,625	\$ 153,975
CAPITAL COSTS					
	None	\$ -	\$ -	\$ -	\$ -
<u>DIVISION SUMMARY</u>					
	Personnel	\$ 21,490	\$ 19,534	\$ 19,840	\$ 19,340
	Operations & Maintenance	71,215	121,439	141,625	153,975
	Capital	-	-	-	-
		\$ 92,705	\$ 140,973	\$ 161,465	\$ 173,315

**City of Canyon Lake
Budget Detail
Fiscal Year 2023-24**

General Government		City Council - 100	
Function - Department		Division - Code	
Object Acct #	Description and Justification	Budget 2022-23	Proposed 2023-24
6010	Salaries and Wages	\$ 18,000	\$ 18,000
	City Council Members (5)		
6080	Benefits	1,840	1,340
	Medicare/SUTA		
Personnel Total:		\$ 19,840	\$ 19,340
6220	Departmental Expense	\$ 8,300	\$ 8,300
6225	Council Meeting Expense	10,600	10,600
	Meeting Taping	\$ 7,500	
	Closed Session Meals	\$ 1,600	
	Presentation Materials	\$ 1,500	
6510	Conference/Meeting/Travel Exp	16,900	17,100
	League of CA Cities Conference	\$ 8,000	
	League Division Meetings	\$ 1,500	
	League New Mayor & Council Acad	\$ 4,200	
	SCAG Regional Conference	\$ 2,000	
	Miscellaneous Meetings	\$ 1,000	
	Chamber Meetings	\$ 400	
6520	Membership/Dues/Publications	13,500	13,650
	League of CA Cities	\$ 7,000	
	Riverside Division	\$ 100	
	SCAG	\$ 1,220	
	WRCOG	\$ 1,500	
	WRCOG Solid Waste	\$ 2,500	
	LAFCO	\$ 950	
	2-1-1 Riverside County	\$ 380	
6830	Promotion and Advertising	92,325	24,825
	Chamber of Commerce	\$ 7,825	
	Advertisement/Promotion	\$ 3,500	
	City Attire	\$ 500	
	Trauma Intervention Program	\$ 1,500	
	Video Production	\$ 10,000	
	City Golf Championship	\$ 1,500	
6831	City Events	-	79,500
	Winter Wonderland	\$ 30,000	
	State of the City	\$ 20,000	
	Veterans Day Celebration	\$ 10,000	
	CLFD Open House	\$ 6,000	
	9/11 Event	\$ 3,500	
	Memorial Day Event	\$ 5,000	
	Fiesta Day Sponsorship	\$ 1,000	
	National Night Out	\$ 1,500	
	Small Business Saturday	\$ 2,500	
O & M Total:		\$ 141,625	\$ 153,975

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

<u>General Government</u>		<u>City Attorney - 200</u>			
Function - Department		Division - Code			
Object Acct #		Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
	PERSONNEL COSTS				
	None	\$ -	\$ -	\$ -	\$ -
	OPERATIONS & MAINTENANCE COSTS				
6610	Professional/Specialized Services	\$ 137,735	\$ 102,605	\$ 110,000	\$ 173,082
	O & M Total:	\$ 137,735	\$ 102,605	\$ 110,000	\$ 173,082
	CAPITAL COSTS				
	None	\$ -	\$ -	\$ -	\$ -
	<u>DIVISION SUMMARY</u>				
	Personnel	\$ -	\$ -	\$ -	\$ -
	Operations & Maintenance	137,735	102,605	110,000	173,082
	Capital	-	-	-	-
		<u>\$ 137,735</u>	<u>\$ 102,605</u>	<u>\$ 110,000</u>	<u>\$ 173,082</u>

**City of Canyon Lake
Budget Detail
Fiscal Year 2023-24**

General Government		City Attorney - 200	
Function - Department		Division - Code	
Object		Budget	Proposed
Acct #	Description and Justification	2022-23	2023-24
	None	\$ -	\$ -
Personnel Total:		\$ -	\$ -
6610	Professional/Specialized Services	\$ 110,000	\$ 173,082
	Attorney services	\$ 104,162	
	Litigation	\$ 26,520 *	
	Code Enforcement	\$ 42,400 *	
O & M Total:		\$ 110,000	\$ 173,082
	None	\$ -	\$ -
Capital Total:		\$ -	\$ -

* New Budget categories to address impending litigation and possible Code Enforcement Cases. The City will be able to recover some of these costs and an estimated cost recovery amount of \$25,000 has been included in the General Fund Revenues.

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

General Government
Function - Department

City Manager - 310
Division - Code

Object Acct #	Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
PERSONNEL COSTS				
6010 Salaries and Wages	\$ 371,264	\$ 430,362	\$ 460,000	\$ 450,412
6080 Benefits	77,595	73,888	147,965	135,316
Personnel Total:	\$ 448,859	\$ 504,250	\$ 607,965	\$ 585,728
OPERATIONS & MAINTENANCE COSTS				
6210 Office Expense and Supplies	\$ 41,271	\$ 30,255	\$ 28,250	\$ 27,880
6220 Departmental Expense	272	2,449	7,800	5,800
6310 Communications	94	1,558	23,000	28,000
6415 Fleet Maintenance	-	-	1,500	1,500
6425 Fuels & Lubricants	-	-	2,500	2,500
6440 Mileage Reimbursement	-	-	500	500
6510 Conference/Meeting/Travel Exp	7,227	11,139	11,950	11,950
6520 Membership/Dues/Publications	2,201	3,257	3,500	3,500
6610 Professional/Specialized Services	110,983	168,751	86,880	108,730
6710 Training and Education	-	-	2,000	2,000
6930 Settlement	125,000	-	-	-
6855 Contingency	-	19,361	25,000	25,000
6840 Liability Property Ins & Deductible	47,115	88,243	-	-
O & M Total:	\$ 334,163	\$ 325,013	\$ 192,880	\$ 217,360
CAPITAL COSTS				
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Capital Total:	\$ -	\$ -	\$ -	\$ -
DIVISION SUMMARY				
Personnel	\$ 448,859	\$ 504,250	\$ 607,965	\$ 585,728
Operations & Maintenance	334,163	325,013	192,880	217,360
Capital	-	-	-	-
	\$ 783,022	\$ 829,263	\$ 800,845	\$ 803,088

**City of Canyon Lake
Budget Detail
Fiscal Year 2023-24**

General Government		City Manager - 310	
Function - Department		Division - Code	
Object Acct #	Description and Justification	Budget 2022-23	Proposed 2023-24
6010	Salaries and Wages	\$ 460,000	\$ 450,412
	City Manager	\$ 200,000	
	Administrative Services Director	\$ 149,768	
	Executive Assistant	\$ -	-
	Management Analyst I	\$ 100,644	
6080	Benefits	147,965	135,316
	Health/PERS/Medicare/SUTA/Deferred Comp/Auto/Life Ins.		
Personnel Total:		\$ 607,965	\$ 585,728
6210	Office Expense and Supplies	\$ 28,250	\$ 27,880
	General Office Supplies	\$ 16,230	
	Microsoft 365	\$ 11,650	
6220	Departmental Expense	7,800	5,800
6310	Communications	23,000	28,000
	Equipment	\$ 3,000	
	Community Survey	\$ 25,000	
6415	Fleet Maintenance	1,500	1,500
6425	Fuels & Lubricants	2,500	2,500
6440	Mileage Reimbursement	500	500
6510	Conference/Meeting/Travel Exp	11,950	11,950
	League of CA Cities Conference	\$ 2,850	
	League Division Meetings/Other mtgs	\$ 500	
	ICMA Conference	\$ 3,500	
	League City Manager Conference	\$ 1,500	
	SCAG Regional Conference	\$ 600	
	CCMF Conference	\$ 500	
	MMASC Conference	\$ 1,000	
	WRCOG General Assembly	\$ 500	
	Miscellaneous	\$ 1,000	
6520	Membership/Dues/Publications	3,500	3,500
	ICMA/CCMF/MMASC/League	\$ 3,500	
6610	Professional/Specialized Services	86,880	108,730
	Support Services IT	\$ 32,630	
	Government Relations	\$ 20,000	
	Economic Development Consultant	\$ 39,600	
	WRCOG Fellow	\$ 10,000	
	Internship Program	\$ 1,500	
	Annual Website/Domain	\$ 5,000	
6710	Training and Education	2,000	2,000
6855	Contingency	25,000	25,000
O & M Total:		\$ 192,880	\$ 217,360
		\$ -	\$ -
Capital Total:		\$ -	\$ -

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

General Government		City Clerk - 320			
Function - Department		Division - Code			
Object Acct #		Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
PERSONNEL COSTS					
6010	Salaries and Wages	\$ 119,851	\$ 122,475	\$ 163,257	\$ 162,813
6080	Benefits	17,551	17,133	30,983	25,418
	Personnel Total:	\$ 137,402	\$ 139,608	\$ 194,240	\$ 188,231
OPERATIONS & MAINTENANCE COSTS					
6210	Office Expense and Supplies	\$ 16,313	\$ 17,010	\$ 5,300	\$ 500
6220	Departmental Expense	13,337	26,399	25,350	27,350
6240	Printing	1,643	4,178	1,000	10,000
6510	Conference/Meeting/Travel Exp	525	876	1,800	1,800
6511	Military Banner Expense	6,540	2,396	7,500	7,500
6520	Membership/Dues/Publications	260	1,038	1,700	1,700
6610	Professional/Specialized Services	39,526	5,840	50,800	17,300
6710	Training and Education	1,000	1,535	3,000	3,000
	O & M Total:	\$ 79,144	\$ 59,272	\$ 96,450	\$ 69,150
CAPITAL COSTS					
		\$ -	\$ -	\$ -	\$ -
	Capital Total:	\$ -	\$ -	\$ -	\$ -
<u>DIVISION SUMMARY</u>					
	Personnel	\$ 137,402	\$ 139,608	\$ 194,240	\$ 188,231
	Operations & Maintenance	79,144	59,272	96,450	69,150
	Capital	-	-	-	-
		\$ 216,546	\$ 198,880	\$ 290,690	\$ 257,381

**City of Canyon Lake
Budget Detail
Fiscal Year 2023-24**

General Government		City Clerk - 320	
Function - Department		Division - Code	
Object		Budget	Proposed
Acct #	Description and Justification	2022-23	2023-24
6010	Salaries and Wages		
	City Clerk	\$ 163,257	\$ 162,813
	Senior Administrative Assistant	\$ 136,931	\$ 25,882
6080	Benefits	30,983	25,418
	Health/PERS/Medicare/SUTA/Life Ins.		
Personnel Total:		\$ 194,240	\$ 188,231
6210	Office Expense and Supplies	5,300	\$ 500
	Postage		\$ 500
6220	Departmental Expense	25,350	27,350
	Annual Destruction of Records	\$ 3,000	
	Mailing	\$ 5,000	
	Digitizing Files	\$ 5,000	
	Miscellaneous	\$ 5,000	
	American Legal Publishing	\$ 4,850	
	Data Ticket	\$ 2,000	
	Tuition Reimbursement	\$ 2,500	
6240	Public Notices	1,000	10,000
6510	Conference/Meeting/Travel Exp	1,800	1,800
	Miscellaneous Meetings	\$ 1,800	
6511	Military Banner Expense	7,500	7,500
6520	Membership/Dues/Publications	1,700	1,700
	Notary	\$ 250	
	IIMC	\$ 200	
	Publications	\$ 600	
	CCAC	\$ 200	
	Miscellaneous	\$ 360	
	MMASC	\$ 90	
6610	Professional/Specialized Services	50,800	17,300
	Harris & Associates, (EMS)(UUT)	\$ 6,000	
	Elections	\$ 3,000	
	Imaging Annual Renewal	\$ 7,500	
	American Legal Publishing	\$ 500	
	Gladwell Governmental Services	\$ 300	
6710	Training and Education	3,000	3,000
O & M Total:		\$ 96,450	\$ 69,150
		\$ -	\$ -
Capital Total:		\$ -	\$ -

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

General Government
Function - Department

Finance - 330
Division - Code

Object Acct #	Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
PERSONNEL COSTS				
6010 Salaries and Wages	\$ 66,454	\$ 70,158	\$ 98,082	\$ 155,134
6080 Benefits	19,580	20,412	26,414	52,142
Personnel Total:	\$ 86,034	\$ 90,570	\$ 124,496	\$ 207,276
OPERATIONS & MAINTENANCE COSTS				
6210 Office Expense and Supplies	\$ 1,206	\$ 401	\$ 2,800	\$ 1,200
6220 Departmental Expense	-	35,067	44,065	45,115
6520 Membership/Dues/Publications	-	-	220	360
6530 Software	2,082	1,995	2,300	3,420
6610 Professional/Specialized Services	66,153	105,602	129,500	95,400
6612 Annual Audit Expense	10,000	20,720	18,000	20,000
6710 Training and Education	-	-	1,000	3,200
O & M Total:	\$ 79,441	\$ 163,785	\$ 197,885	\$ 168,695
CAPITAL COSTS				
	\$ -	\$ -	\$ -	\$ -
Capital Total:	\$ -	\$ -	\$ -	\$ -
<u>DIVISION SUMMARY</u>				
Personnel	\$ 86,034	\$ 90,570	\$ 124,496	\$ 207,276
Operations & Maintenance	79,441	163,785	197,885	168,695
Capital	-	-	-	-
	\$ 165,475	\$ 254,355	\$ 322,381	\$ 375,971

**City of Canyon Lake
Budget Detail
Fiscal Year 2023-24**

General Government		Finance - 330	
Function - Department		Division - Code	
Object		Budget	Proposed
Acct #	Description and Justification	2022-23	2023-24
6010	Salaries and Wages	\$ 98,082	\$ 155,134
	Accountant/Human Resource Specialist	\$ 92,374	
	Accounting Technician I	\$ 62,760	
6080	Benefits	26,414	52,142
	Retiree Medical	\$ 4,100	
	Benefits	\$ 48,042	
	Health/PERS/Medicare/SUTA/Life Ins.		
Personnel Total:		\$ 124,496	\$ 207,276
6210	Office Expense and Supplies	\$ 2,800	\$ 1,200
	Checks and Miscellaneous items	\$ 1,200	
6220	Departmental Expense	44,065	45,115
	PERS Unfunded Liability	\$ 40,115	
	Tuition Reimbursement	\$ 5,000	
6440	Mileage Reimbursement	-	-
6520	Membership/Dues/Publications	220	360
	MMASC	\$ 180	
	CSMFO	\$ 180	
6530	Software	2,300	3,420
	Abila MIP Licensing Online	\$ 3,420	
6610	Professional/Specialized Services	129,500	95,400
	Contract Accounting Firm	\$ 64,000	
	HDL Sales Tax Consultant	\$ 5,200	
	Budget Software	\$ 19,000	
	GASB 75 Actuarial	\$ 2,000	
	Software Support Plan	\$ 700	
	Payroll Service	\$ 4,500	
6612	Annual Audit Expense	18,000	20,000
6710	Training and Education	1,000	3,200
	CSMFO Conference	\$ 2,200	
	MIP	\$ 1,000	
O & M Total:		\$ 197,885	\$ 168,695
		\$ -	\$ -
Capital Total:		\$ -	\$ -

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

Development Services		Planning - 350			
Function - Department		Division - Code			
Object Acct #		Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
PERSONNEL COSTS					
6010	Salaries and Wages	\$ -	\$ -	\$ -	\$ -
6080	Benefits	-	-	-	-
	Personnel Total:	\$ -	\$ -	\$ -	\$ -
OPERATIONS & MAINTENANCE COSTS					
6220	Departmental Expense	\$ 5,000	\$ -	\$ -	\$ -
6610	Professional/Specialized Services	-	201,938	-	-
6616	Regular Planning Services	40,185	50,994	61,200	61,200
6619	General Plan Services	132,436	70,993	130,000	170,000
	O & M Total:	\$ 177,621	\$ 323,925	\$ 191,200	\$ 231,200
CAPITAL COSTS					
	None	\$ -	\$ -	\$ -	\$ -
<u>DIVISION SUMMARY</u>					
	Personnel	\$ -	\$ -	\$ -	\$ -
	Operations & Maintenance	177,621	323,925	191,200	231,200
	Capital	-	-	-	-
		\$ 177,621	\$ 323,925	\$ 191,200	\$ 231,200

**City of Canyon Lake
Budget Detail
Fiscal Year 2023-24**

Development Services		Planning - 350	
Function - Department		Division - Code	
Object		Budget	Proposed
Acct #	Description and Justification	2022-23	2023-24
6010	Salaries and Wages	\$ -	\$ -
	Planning Tech	\$ -	\$ -
6080	Benefits	-	-
	Medicare, SUI, WC	-	-
Personnel Total:		\$ -	\$ -
6220	Departmental Expense	\$ -	\$ -
6616	Regular Planning Services	61,200	61,200
	Contract City Planner	\$ 61,200	
6619	General Plan Services	130,000	170,000
	Housing Element	\$ 50,000	
	Digitally Formatting Zoning Ord.	\$ 25,000	
	Professional Fees	\$ 95,000	
O & M Total:		\$ 191,200	\$ 231,200
None			
Capital Total:		\$ -	\$ -

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

Development Services
Function - Department

Building & Safety - 360
Division - Code

Object Acct #	Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
PERSONNEL COSTS				
6010 Salaries and Wages	\$ -	\$ 115,632	\$ 158,713	\$ 176,013
6080 Benefits	-	28,664	34,825	47,264
Personnel Total:	\$ -	\$ 144,296	\$ 193,538	\$ 223,277
OPERATIONS & MAINTENANCE COSTS				
6210 Office Expense and Supplies	\$ -	\$ -	\$ 1,730	\$ 1,000
6220 Departmental Expenses	3,136	8,734	7,000	7,000
6310 Communications	-	-	1,000	1,000
6415 Fleet Maintenance	-	-	1,500	1,500
6425 Fuels & Lubricants	-	-	2,500	2,500
6440 Mileage Reimbursements	-	-	500	500
6520 Membership/Dues/Publications	-	-	2,000	2,000
6610 Professional/Specialized Services	402,655	129,567	64,970	126,450
6710 Training	-	-	2,000	2,000
O & M Total:	\$ 405,791	\$ 138,301	\$ 83,200	\$ 143,950
CAPITAL COSTS				
None	\$ -	\$ -	\$ -	\$ -
<u>DIVISION SUMMARY</u>				
Personnel	\$ -	\$ 144,296	\$ 193,538	\$ 223,277
Operations & Maintenance	405,791	138,301	83,200	143,950
Capital	-	-	-	-
	\$ 405,791	\$ 282,597	\$ 276,738	\$ 367,227

**City of Canyon Lake
Budget Detail
Fiscal Year 2023-24**

Development Services		Building & Safety - 360	
Function - Department		Division - Code	
Object		Budget	Proposed
Acct #	Description and Justification	2022-23	2023-24
6010	Salaries & Wages	\$ 158,713	\$ 176,013
	Deputy Building Official	\$ 101,842	
	Building Permit Technician II	\$ 74,171	
6080	Benefits	34,825	47,264
	Health/PERS/Medicare/SUTA/Life Ins.	\$ 47,264	
Personnel Total:		\$ 193,538	\$ 223,277
6210	Office Expense and Supplies	\$ 1,730	\$ 1,000
	Miscellaneous	\$ 1,000	
6220	Departmental Expense	7,000	7,000
	Tuition Reimbursement	\$ 5,000	
	Printing	\$ 1,000	
	Miscellaneous	\$ 1,000	
6310	Communications	1,000	1,000
6415	Fleet Maintenance	1,500	1,500
6425	Fuels & Lubricants	2,500	2,500
6440	Mileage Reimbursement	500	500
6520	Membership/Dues/Publications	2,000	2,000
	State Building Officials	\$ 2,000	
6610	Professional/Specialized Services	64,970	126,450
	IworQ	\$ 6,450	
	VCA Code	\$ 120,000	
6710	Training	2,000	2,000
O & M Total:		\$ 83,200	143,950
	None	\$ -	\$ -
Capital Total:		\$ -	\$ -

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

Public Safety - Police
Function - Department

Law Enforcement - 410
Division - Code

Object Acct #	Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
PERSONNEL COSTS				
None	\$ -	\$ -	\$ -	\$ -
OPERATIONS & MAINTENANCE COSTS				
6335 Facility Rate	\$ 27,551	\$ 28,931	\$ 28,000	\$ 28,000
6410 Vehicle & Equip Maint/Support	-	-	3,000	3,000
6610 Professional/Specialized Services	1,591,473	1,372,127	1,816,700	1,850,990
6845 Booking Fees	13,603	7,543	8,000	7,000
6850 Cal ID	11,285	11,000	11,300	11,300
6861 County RMS System	11,830	6,289	8,500	8,400
O & M Total:	\$ 1,655,742	\$ 1,425,890	\$ 1,875,500	\$ 1,908,690
CAPITAL COSTS				
8000 ALPR Cameras	\$ -	\$ 5,500	\$ 6,000	\$ 5,000
Capital Total:	\$ -	\$ 5,500	\$ 6,000	\$ 5,000
<u>DIVISION SUMMARY</u>				
Personnel	\$ -	\$ -	\$ -	\$ -
Operations & Maintenance	1,655,742	1,425,890	1,875,500	1,908,690
Capital	-	5,500	6,000	5,000
	\$ 1,655,742	\$ 1,431,390	\$ 1,881,500	\$ 1,913,690

**City of Canyon Lake
Budget Detail
Fiscal Year 2023-24**

Public Safety - Police		Law Enforcement - 410	
Function - Department		Division - Code	
Object		Budget	Proposed
Acct #	Description and Justification	2022-23	2023-24
	None	\$ -	\$ -
	Personnel Total:	\$ -	\$ -
6335	Facility Rate	\$ 28,000	\$ 28,000
6410	Vehicle & Equip Maint/Support	3,000	3,000
6610	Professional/Specialized Services	1,816,700	1,850,990
	Police Services (total)	\$ 1,989,400	
6620	Extra Duty - Events	\$ 21,590	
	Less CalCOPS Fund offset	\$ (160,000) #	
6845	Booking Fees	8,000	7,000
6846	Blood/Alcohol Analysis	\$ 7,000	
6850	Cal ID	11,300	11,300
6861	County RMS System	8,500	8,400
	O & M Total:	\$ 1,875,500	\$ 1,908,690
8000	ALPR Cameras	\$ 6,000	\$ 5,000
8001	New Vehicles		
	Capital Total:	\$ 6,000	\$ 5,000

= Amount of Law Enforcement costs charged to the Police Grants Fund.

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

Public Safety - Fire					Fire & Medical - 420
Function - Department					Division - Code
<u>Object</u>		Actual	Actual	Budget	Proposed
<u>Acct #</u>		2020-21	2021-22	2022-23	2023-24
PERSONNEL COSTS					
6010	Salaries and Wages	\$ -	\$ -	\$ -	\$ -
6080	Benefits	-	-	-	-
	Personnel Total:	\$ -	\$ -	\$ -	\$ -
OPERATIONS & MAINTENANCE COSTS					
6220	Departmental Expense	\$ 5,433	\$ 3,518	\$ -	\$ -
6320	Utilities	14,261	13,494	-	-
6520	Membership/Dues/Publications	1,575	-	-	-
6610	Professional/Specialized Services	1,792,805	988,935	-	-
6720	Landscape Maint/Repair	3,000	2,100	-	-
	O & M Total:	\$ 1,817,074	\$ 1,008,047	\$ -	\$ -
CAPITAL COSTS					
8000	Equipment	\$ -	\$ -	\$ -	\$ -
8018	Station Upgrades	9,993	-	-	-
	Capital Total:	\$ 9,993	\$ -	\$ -	\$ -
<u>DIVISION SUMMARY</u>					
	Personnel	\$ -	\$ -	\$ -	\$ -
	Operations & Maintenance	1,817,074	1,008,047	-	-
	Capital	9,993	-	-	-
		\$ 1,827,067	\$ 1,008,047	\$ -	\$ -

**City of Canyon Lake
Budget Detail
Fiscal Year 2023-24**

Public Safety - Fire		Fire & Medical - 420	
Function - Department		Division - Code	
Object		Budget	Proposed
Acct #	Description and Justification	2022-23	2023-24
6010	Salaries and Wages	\$ -	\$ -
6080	Benefits	-	-
Personnel Total:		\$ -	\$ -
6220	Departmental Expense	\$ -	\$ -
6320	Utilities	-	-
	Electric	\$ -	-
	Water	\$ -	-
	DirecTv	\$ -	-
	Internet	\$ -	-
	Propane	\$ -	-
6520	Membership/Dues/Publications	-	-
	NFPA Fire Code Inspection	\$ -	-
6610	Professional/Specialized Services	-	-
	Cal Fire Contract	\$ -	-
6720	Landscape Maint/Repair	-	-
O & M Total:		\$ -	\$ -
	Capital - Fencing	\$ -	\$ -
	Station Upgrades	-	-
Capital Total:		\$ -	\$ -

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

Public Safety - Fire Function - Department		City Fire Department - 421 Division - Code		
Object Acct #	Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
PERSONNEL COSTS				
6020		\$ 145,643	\$ 279,480	\$ 327,156
6023		309,512	601,697	681,317
6024		90,405	119,454	144,720
6025		6,782	16,275	18,553
6026		16,738	18,250	17,050
6081			14,829	24,954
6086			12,505	22,307
6087			77,000	100,206
6088			45,127	85,686
6089		53,827	15,366	33,458
6090		9,847	20,000	-
	Personnel Total:	\$ -	\$ 632,754	\$ 1,219,983
OPERATIONS & MAINTENANCE COSTS				
6210	\$ -	\$ 4,053	\$ 8,380	\$ 7,700
6220	-	20,564	76,000	8,000
6231	-	-	-	44,500
6240	-	-	-	1,000
6310	-	55,872	3,480	3,020
6320	-	11,402	26,600 *	-
6330	-	125,416	125,215	125,215
6410	-	34,503	54,500	61,000
6425	-	11,050	26,325	21,800
6440	-	-	500	1,000
6510	-	-	-	6,000
6520	-	-	3,000	3,000
6530	-	10,025	13,500	13,900
6610	-	-	134,940	161,720
6710	-	4,108	36,800	50,000
6720	-	2,550	5,950 *	-
6840	-	47,624	-	-
	O & M Total:	\$ -	\$ 327,167	\$ 515,190
STARTUP COSTS				
6975	\$ -	\$ 285,247	\$ 44,000	\$ 20,250
6815	-	415,428	-	-
	Capital Total:	\$ -	\$ 700,675	\$ 44,000
DIVISION SUMMARY				
	Personnel	\$ -	\$ 632,754	\$ 1,219,983
	Operations & Maintenance	-	327,167	515,190
	Capital	-	700,675	20,250
		\$ -	\$ 1,660,596	\$ 1,779,173
				\$ 1,983,512

* Costs for Utilities, Lanscape/Maint/Repair, Insurance moved to Department 550 to be consistent with all other similar charges.

**City of Canyon Lake
Budget Detail
Fiscal Year 2023-24**

Public Safety - Fire		City Fire Department - 421	
Function - Department		Division - Code	
Object Acct #	Description and Justification	Budget 2022-23	Proposed 2023-24
Salaries and Wages (See detail schedule)			
6020	Salaries FD Management	\$ 279,480	\$ 327,156
6023	Salaries FD Firefighters	601,697	681,317
6024	Salaries FD Firefighters OT	119,454	144,720
6025	Salaries FD Firefighters FSLA	16,275	18,553
6026	Reserve Firefighter Stipends	18,250	17,050
6081	Benefits FD Management	14,829	24,954
6086	Benefits FD Firefighters	12,505	22,307
6087	Benefits Health Insurance FD	77,000	100,206
6088	Benefits PARS Fire Fighters	45,127	85,686
6089	Benefits PARS FD Management	15,366	33,458
6090	Benefits Workers Compensation	20,000	-
Personnel Total:		\$ 1,219,983	\$ 1,455,407
6210	Office Expense & Supplies	\$ 8,380	\$ 7,700
6220	Departmental Expense	76,000	8,000
6231	Emergency Response Equipment	-	44,500
6240	Printing	-	1,000
6310	Communications	3,480	3,020
6320	Utilities	26,600	-
6330	Rents & Leases	125,215	125,215
	Type I Engine Lease	\$ 84,151	
	Type VI Engine Lease	\$ 41,063	
	Fire Station	\$ 1	
6410	Fleet & Equipment Maintenance	54,500	61,000
6425	Fuels & Lubricants	26,325	21,800
6440	Mileage Reimbursement	1,500	1,000
6510	Conference/Meeting/Travel	-	6,000
6520	Membership/Dues/Publications	3,000	3,000
6530	Software	13,500	13,900
	Lexipol Policy Computer Application	\$ 6,600	
	Training Computer Module	\$ 3,000	
	Fire Prevention Computer Mod	\$ 3,300	
	Fire Simulation Software	\$ 1,000	
6610	Professional/Specialized Services	134,940	161,720
	Public Education Supplies	\$ 2,500	
	IworQ Fire Prevention Software	\$ 1,180	
	Dispatch Riverside County	\$ 135,000	
	MDC Annual Rents	\$ 7,500	
	NFPA Fire Code Subscription	\$ 1,600	
	Email/Office Accounts	\$ 2,160	
	Background & Medical Exams	\$ 10,000	
	Adobe Software	\$ 600	
	Annual SCBA Fit Testing	\$ 1,000	
	Visio Software Program	\$ 180	
6710	Training & Education	36,800	50,000
	Medical Services Director	\$ 2,400	
	EMS Coordinator	\$ 9,600	
	Training Supplies	\$ 7,500	
	Certifications	\$ 5,000	
	Outside Instructors	\$ 7,500	
	Tuition Reimbursement	\$ 18,000	
6720	Landscape Maint/Repair	5,950	-
O & M Total:		\$ 516,190	\$ 507,855
8017	Fire & Life Saving Equipment	\$ 44,000	\$ 20,250
Capital Total:		\$ 44,000	\$ 20,250

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

Public Safety - Emergency Preparedness
Function - Department

Emergency Preparedness - 425
Division - Code

Object Acct #	Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
PERSONNEL COSTS				
None	\$ -	\$ -	\$ -	\$ -
OPERATIONS & MAINTENANCE COSTS				
6215 EOC Equipment/Supplies	\$ 4,134	\$ -	\$ -	\$ -
6220 Departmental Expense	11,355	21,433	9,000	2,600
6310 Communications	-	592	1,400	1,400
6610 Professional/Specialized Service	-	-	20,000	25,000
6710 Training	-	-	7,500	-
O & M Total:	\$ 15,489	\$ 22,025	\$ 37,900	\$ 29,000
CAPITAL COSTS				
None	\$ -	\$ -	\$ -	\$ -
<u>DIVISION SUMMARY</u>				
Personnel	\$ -	\$ -	\$ -	\$ -
Operations & Maintenance	15,489	22,025	37,900	29,000
Capital	-	-	-	-
	\$ 15,489	\$ 22,025	\$ 37,900	\$ 29,000

**City of Canyon Lake
Budget Detail
Fiscal Year 2023-24**

Public Safety - Emergency Preparedness		Emergency Preparedness - 425	
Function - Department		Division - Code	
Object		Budget	Proposed
Acct #	Description and Justification	2022-23	2023-24
	None	\$ -	\$ -
Personnel Total:		\$ -	\$ -
6215	Emergency Management	\$ -	\$ -
	Matching Grant Expense		
			\$ -
6220	Departmental Expense		
	Code Red Services	9,000	2,600
	Supplies		\$ 1,500
	Emergency Backpacks		\$ 1,100
6310	Communications (Emergency Management EOC)	1,400	1,400
	Satellite Phones		\$ 1,400
6610	Professional/Specialized Services	20,000	25,000
	EMD Contract (County)		\$ 25,000
6710	Training	7,500	-
O & M Total:		\$ 37,900	\$ 29,000
	None	\$ -	\$ -
Capital Total:		\$ -	\$ -

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

Public Safety - Animal Control
Function - Department

Animal Control - 430
Division - Code

Object Acct #	Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
PERSONNEL COSTS				
None	\$ -	\$ -	\$ -	\$ -
OPERATIONS & MAINTENANCE COSTS				
6610 Professional/Specialized Services	\$ 111,155	\$ 108,296	\$ 118,800	\$ 136,200
6900 Debt Service	34,826	31,449	32,490	37,120
O & M Total:	\$ 145,981	\$ 139,745	\$ 151,290	\$ 173,320
CAPITAL COSTS				
None	\$ -	\$ -	\$ -	\$ -
<u>DIVISION SUMMARY</u>				
Personnel	\$ -	\$ -	\$ -	\$ -
Operations & Maintenance	145,981	139,745	151,290	173,320
Capital	-	-	-	-
	\$ 145,981	\$ 139,745	\$ 151,290	\$ 173,320

**City of Canyon Lake
Budget Detail
Fiscal Year 2023-24**

Public Safety - Animal Control		Animal Control - 430	
Function - Department		Division - Code	
Object		Budget	Proposed
Acct #	Description and Justification	2022-23	2023-24
	None	\$ -	\$ -
	Personnel Total:	\$ -	\$ -
	OPERATIONS & MAINTENANCE COSTS		
6610	Professional/Specialized Services	\$ 118,800	\$ 136,200
	Animal Control	\$ 42,000	
	County Sheltering Services	\$ 94,200	
6900	Interest Expense	32,490	37,120
	Debt Service	\$ 34,700	
	Audit/Fiscal Agent/Admin	\$ 2,420	
	O & M Total:	\$ 151,290	\$ 173,320
	None	\$ -	\$ -
	Capital Total:	\$ -	\$ -

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

Development Services		Public Works Administration - 510			
Function - Department		Division - Code			
Object Acct #		Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
	PERSONNEL COSTS				
6010	Salaries and Wages	\$ -	\$ -	\$ -	\$ -
6080	Benefits	-	-	-	-
	Personnel Total:	\$ -	\$ -	\$ -	\$ -
	OPERATIONS & MAINTENANCE COSTS				
6610	Professional/Specialized Services	\$ 3,706	\$ 4,239	\$ 10,000	\$ 15,000
	O & M Total:	\$ 3,706	\$ 4,239	\$ 10,000	\$ 15,000
	CAPITAL COSTS				
	None	\$ -	\$ -	\$ -	\$ -
	<u>DIVISION SUMMARY</u>				
	Personnel	\$ -	\$ -	\$ -	\$ -
	Operations & Maintenance	3,706	4,239	10,000	15,000
	Capital	-	-	-	-
		<u>\$ 3,706</u>	<u>\$ 4,239</u>	<u>\$ 10,000</u>	<u>\$ 15,000</u>

**City of Canyon Lake
Budget Detail
Fiscal Year 2023-24**

Development Services		Public Works Administration - 510	
Function - Department		Division - Code	
Object Acct #	Description and Justification	Budget 2022-23	Proposed 2023-24
6015	Salaries and Wages	\$ -	\$ -
6080	Benefits	-	-
Personnel Total:		\$ -	\$ -
6610	Professional/Specialized Services	10,000	15,000
	On Call Maintenance	10,000	
	Tri-Lake/Interwest	\$ 5,000	
O & M Total:		\$ 10,000	\$ 15,000
	None	\$ -	\$ -
Capital Total:		\$ -	\$ -

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

Development Services		NPDES - 515			
Function - Department		Division - Code			
Object Acct #		Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
PERSONNEL COSTS					
6015	Salaries and Wages	\$ -	\$ -	\$ -	\$ -
6080	Benefits	-	-	-	-
	Personnel Total:	\$ -	\$ -	\$ -	\$ -
OPERATIONS & MAINTENANCE COSTS					
6520	Membership/Dues/Publications	\$ 66,779	\$ 64,995	\$ 67,000	\$ 93,500
6610	Professional/Specialized Services	16,625	34,836	60,000	40,000
	O & M Total:	\$ 83,404	\$ 99,831	\$ 127,000	\$ 133,500
CAPITAL COSTS					
	None	\$ -	\$ -	\$ -	\$ -
<u>DIVISION SUMMARY</u>					
	Personnel	\$ -	\$ -	\$ -	\$ -
	Operations & Maintenance	83,404	99,831	127,000	133,500
	Capital	-	-	-	-
		<u>\$ 83,404</u>	<u>\$ 99,831</u>	<u>\$ 127,000</u>	<u>\$ 133,500</u>

**City of Canyon Lake
Budget Detail
Fiscal Year 2023-24**

Development Services		NPDES - 515	
Function - Department		Division - Code	
Object		Budget	Proposed
Acct #	Description and Justification	2022-23	2023-24
6015	Salaries and Wages	\$ -	\$ -
6080	Benefits	-	-
Personnel Total:		\$ -	\$ -
6520	Membership/Dues/Publications	67,000	93,500
	NPDES MS4 Permit Fee	\$ 10,700	
	LE/CL TMDL	\$ 38,200	
	San Jacinto River Watershed Council	\$ 1,000	
	LESJWA	\$ 20,000	
	SAR NPDES Program Share	\$ 3,600	
	WMP Cost Share	\$ 20,000	
6610	Professional/Specialized Services	60,000	40,000
	Consultant for NPDES	\$ 40,000	
O & M Total:		\$ 127,000	\$ 133,500
	None	\$ -	\$ -
Capital Total:		\$ -	\$ -

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

Development Services
Function - Department

Code Enforcement - 520

Division - Code

Object Acct #		Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
	PERSONNEL COSTS				
6015	Salaries and Wages	\$ 219,304	\$ 210,485	\$ 233,435	\$ 281,182
6080	Benefits	59,360	53,635	79,685	74,239
	Personnel Total:	\$ 278,664	\$ 264,120	\$ 313,120	\$ 355,421
	OPERATIONS & MAINTENANCE COSTS				
6210	Office Expense and Supplies	\$ -	\$ -	\$ 1,100	\$ 2,750
6220	Department Expense	12,033	9,774	19,000	18,500
6310	Communications	2,796	2,256	3,000	3,000
6320	Utilities	-	310	-	-
6415	Fleet Maintenance	10,987	16,198	6,500	6,500
6425	Fuels and Lubricants	3,718	3,136	4,500	4,500
6520	Membership/Dues/Publications	2,158	8,626	1,600	1,000
6610	Professional/Specialized Services	-	6,965	4,850	8,950
6710	Training and Education	324	986	2,500	2,000
	O & M Total:	\$ 32,016	\$ 48,251	\$ 43,050	\$ 47,200
	CAPITAL COSTS				
8001	Vehicles	-	-	1,000	-
	Capital Total:	\$ -	\$ -	\$ 1,000	\$ -
	<u>DIVISION SUMMARY</u>				
	Personnel	\$ 278,664	\$ 264,120	\$ 313,120	\$ 355,421
	Operations & Maintenance	32,016	48,251	43,050	47,200
	Capital	-	-	1,000	-
		\$ 310,680	\$ 312,371	\$ 357,170	\$ 402,621

**City of Canyon Lake
Budget Detail
Fiscal Year 2023-24**

Development Services		Code Enforcement - 520	
Function - Department		Division - Code	
Object		Budget	Proposed
Acct #	Description and Justification	2022-23	2023-24
6015	Salaries and Wages	\$ 233,435	\$ 281,182
	Code Enforcement Officer	\$ 33,821	
	Code Enforcement Officer	\$ 69,606	
	Code Enforcement Officer	\$ 66,292	
	Code Enforcement Supervisor	\$ 85,582	
	Senior Administrative Assistant	\$ 25,881	
6080	Benefits	79,685	74,239
	Health/PERS/Medicare/SUTA/Deferred Comp/Life Ins.		
Personnel Total:		\$ 313,120	\$ 355,421
6210	Office Expense and Supplies	\$ 1,100	\$ 2,750
6220	Departmental Expense	19,000	18,500
	Miscellaneous	\$ 2,100	
	Data Ticket/Revenue Experts	\$ 3,200	
	Tuition Reimbursement	\$ 7,500	
	Printing	\$ 800	
	Equipment	\$ 1,000	
	Uniforms	\$ 1,900	
	BLM Cleanup	\$ 2,000	
6310	Communications	3,000	3,000
6415	Fleet Maintenance	6,500	6,500
6425	Fuels and Lubricants	4,500	4,500
6520	Membership/Dues/Publications	1,600	1,000
	Memberships	\$ 1,000	
6610	Professional/Specialized Services	4,850	8,950
	Coreologic/Real Quest	\$ 2,500	
	IworQ	\$ 6,450	
6710	Training and Education	2,500	2,000
O & M Total:		\$ 43,050	\$ 47,200
8001	Vehicles	1,000	-
Capital Total:		\$ 1,000	\$ -

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

<u>General Government</u>		<u>Building and Facilities Maint - 550</u>			
Function - Department		Division - Code			
Object Acct #		Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
PERSONNEL COSTS					
	None	\$ -	\$ -	\$ -	\$ -
OPERATIONS & MAINTENANCE COSTS					
6310	Communications	\$ 3,134	\$ 3,026	\$ -	\$ -
6320	Utilities	32,764	32,212	29,760	54,520
6330	Rentals & Leases	44,457	170,521	66,300	77,850
6520	Membership/Dues/Publications	6,186	-	7,000	7,500
6610	Professional/Specialized Services	47,723	47,048	38,100	60,100
6840	Liability Property Ins & Deductible	-	-	185,570	281,340
	O & M Total:	\$ 134,264	\$ 252,807	\$ 326,730	\$ 481,310
CAPITAL COSTS					
8000	Furniture & Equipment	\$ 21,727	\$ -	\$ 6,000	\$ 5,000
8018	Fire Station Upgrades	-	10,518	10,000	15,000
	Capital Total:	\$ 21,727	\$ 10,518	\$ 16,000	\$ 20,000
TRANSFERS OUT					
9000	Transfers Out	\$ -	\$ -	\$ -	\$ -
DIVISION SUMMARY					
	Personnel	\$ -	\$ -	\$ -	\$ -
	Operations & Maintenance	134,264	252,807	326,730	481,310
	Capital	21,727	10,518	16,000	20,000
	Transfers Out	-	-	-	-
		<u>\$ 155,991</u>	<u>\$ 263,325</u>	<u>\$ 342,730</u>	<u>\$ 501,310</u>

**City of Canyon Lake
Budget Detail
Fiscal Year 2023-24**

General Government		Building and Facilities Maint - 550	
Function - Department		Division - Code	
Acct #	Description and Justification	Budget 2022-23	Proposed 2023-24
6320	Utilities	\$ 29,760	\$ 54,520
	Electric	\$ 16,500	
	Gas	\$ 2,500	
	Water	\$ 1,600	
	Ring Central	\$ 9,800	
	Elevator Phone	\$ 620	
	Internet	\$ 2,500	
	Fire Dept Utilities	\$ 21,000	
6330	Rentals and Leases		
	City Hall - Administration	\$ 39,200	66,300
	Copy Costs	\$ 7,300 *	77,850
	Copier Lease	\$ 9,600	
	Postage Meter Lease	\$ 450	
	Tree Lease	\$ 21,300	
6520	Membership/Dues/Publications	7,000	7,500
	Merchants Association	\$ 7,500	
6610	Professional/Specialized Services	38,100	60,100
	Pest Control	\$ 2,550	
	Security	\$ 2,700	
	HVAC Maintenance	\$ 6,500	
	Janitorial	\$ 14,200	
	Elevator service	\$ 5,500	
	Veterans Bricks	\$ 500	
	Window cleaning	\$ 950	
	Sparkletts Water	\$ 1,700	
	Fire Extinguisher Service	\$ 500	
	Maintenance & Repairs	\$ 5,000	
	Fire Station Maintenance	\$ 15,000	
	Fire Dept Landscaping	\$ 5,000	
6840	Liability Property Ins & Deductible	185,570	281,340
	General Liability Premium	\$ 167,700	
	Property Premium	\$ 23,500	
	Cyber	\$ 18,100	
	ADWRP	\$ 150	
	Crime Bond	\$ 1,290	
	ERMA	\$ 12,700	
	APD	\$ 10,700	
	Workers Compensation Deposit	\$ 47,200	
O & M Total:		\$ 326,730	\$ 481,310
8007	Furniture & Equipment	\$ -	\$ 5,000
8018	Fire Station Upgrades	10,000	15,000
Capital Total:		\$ 16,000	\$ 20,000

* All copy costs have been moved to Department 550 from the other Departments.

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

Public Works - Streets Function - Department		Gas Tax - Fund 20 Division - Code			
Object Acct #		Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
PROGRAM REVENUES					
4840	Gas Tax 2103	\$ 73,389	\$ 87,206	\$ 102,110	\$ 109,686
4850	Gas Tax 2105	56,041	61,222	74,840	72,635
4860	Gas Tax 2106	38,726	42,627	50,940	49,696
4870	Gas Tax 2107	75,833	73,207	96,100	87,244
4875	Gas Tax 2107.5	3,000	3,000	3,000	3,000
4876	Road Maintenance Rehab	203,924	222,708	230,000	273,628
5021	Traffic Relief Revenue	-	-		-
4900	Interest Income	(318)	(18,752)	2,000	2,000
Program Revenue Total		\$ 450,595	\$ 471,218	\$ 558,990	\$ 597,889
OPERATIONS & MAINTENANCE COSTS					
6610	Professional and Specialized Services	\$ 40,368	\$ 18,930	\$ 70,000	\$ 50,000
6320	Utilities	2,158	2,935	2,800	3,400
6720	Landscape Maintenance	66,215	60,922	69,300	69,300
6721	Street Maintenance	19,539	47,352	20,000	30,000
6722	Signal and Sign Maintenance	17,455	26,664	30,000	30,000
6724	Street Tree Trimming	-	-	5,000	5,000
6723	Reclaimed Water (RRCR)	9,685	11,252	10,500	11,000
O & M Total:		\$ 155,420	\$ 168,055	\$ 207,600	\$ 198,700
CAPITAL COSTS					
8000	Pedestrian Crosswalk Enhancements	\$ -	\$ -	\$ 50,000	\$ 50,000
8000	Long-Range Safety Plan Implementation	-	-	100,000	100,000
8000	RRCR Lighting Improvements	-	-	100,000	100,000
8000	Capital Outlay	7,138	129,250	-	-
Capital Total:		\$ 7,138	\$ 129,250	\$ 250,000	\$ 250,000
<u>DIVISION SUMMARY</u>					
Total Revenue		\$ 450,595	\$ 471,218	\$ 558,990	\$ 597,889
Personnel		\$ -	\$ -	\$ -	\$ -
Operations & Maintenance		155,420	168,055	207,600	198,700
Capital		7,138	129,250	250,000	250,000
Total Expenditures		\$ 162,558	\$ 297,305	\$ 457,600	\$ 448,700
Surplus/Shortfall		\$ 288,037	\$ 173,913	\$ 101,390	\$ 149,189
Estimated Available Reserves					\$ 1,582,000

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

Public Works - Streets Function - Department		Measure A - Fund 21 Division - Code			
Object Acct #		Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
	PROGRAM REVENUES				
4550	Measure A Fees	\$ 286,782	\$ 286,884	\$ 262,000	\$ 270,000
4790	Miscellaneous Income	-	-		
4900	Interest Income	(203)	(14,233)	1,000	1,000
	Program Revenue Total	\$ 286,579	\$ 272,651	\$ 263,000	\$ 271,000
	PERSONNEL COSTS				
	None	\$ -	\$ -	\$ -	\$ -
	OPERATIONS & MAINTENANCE COSTS				
6955	Interest Expense	\$ -	\$ -	\$ -	\$ -
6960	Principal Expense (RCTC advance)	-	-	-	-
6610	Professional Services	-	-	20,960	-
	O & M Total:	\$ -	\$ -	\$ 20,960	\$ -
	CAPITAL COSTS				
8100	Catch Basin Improvements	\$ 1,820	\$ -	\$ -	\$ -
	Blockwall Improvements	-	-	100,000	100,000
	Lighting Improvements	-	-	30,000	30,000
	Corridor Safety Improvement Pro.	-	-		182,550
8100	Signal Timing Improvements	-	-	80,000	80,000
8100	Signal Ahead Flashing Beacons	6,189	-	60,000	60,000
	Capital Total:	\$ 8,009	\$ -	\$ 270,000	\$ 452,550
	<u>DIVISION SUMMARY</u>				
	Total Revenue	\$ 286,579	\$ 272,651	\$ 263,000	\$ 271,000
	Personnel	\$ -	\$ -	\$ -	\$ -
	Operations & Maintenance	-	-	20,960	-
	Capital	8,009	-	270,000	452,550
	Total Expenditures	\$ 8,009	\$ -	\$ 290,960	\$ 452,550
	Surplus/Shortfall	\$ 278,570	\$ 272,651	\$ (27,960)	\$ (181,550)
	Estimated Available Reserves				\$ 1,401,000

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

General Government		AQMD - Fund 25			
Function - Department		Division - Code			
Object Acct #		Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
	PROGRAM REVENUES				
4580	SCAQMD Fees	\$ 14,364	\$ 13,948	\$ 13,500	\$ 14,200
4900	Interest Income	(34)	(1,309)	50	200
	Program Revenue Total	\$ 14,330	\$ 12,639	\$ 13,550	\$ 14,400
	PERSONNEL COSTS				
	None	\$ -	\$ -	\$ -	\$ -
	OPERATIONS & MAINTENANCE COSTS				
	Public Works				
	None	\$ -	\$ -	\$ -	\$ -
	O & M Total:	\$ -	\$ -	\$ -	\$ -
	CAPITAL COSTS				
8000	Capital Outlay	\$ -	\$ -	\$ -	\$ -
	Vehicle	-	99,759	.	-
	Capital Total:	\$ -	\$ 99,759	\$ -	\$ -
	<u>DIVISION SUMMARY</u>				
	Total Revenue	\$ 14,330	\$ 12,639	\$ 13,550	\$ 14,400
	Personnel	\$ -	\$ -	\$ -	\$ -
	Operations & Maintenance	-	-	-	-
	Capital	-	99,759	-	-
	Total Expenditures	\$ -	\$ 99,759	\$ -	\$ -
	Surplus/Shortfall	\$ 14,330	\$ (87,120)	\$ 13,550	\$ 14,400
	Estimated Available Reserves				\$ 52,500

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

Public Safety - Police Function - Department		Law Enforcement Grants - Fund 26 Division - Code			
Object Acct #		Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
	PROGRAM REVENUES				
4575	CAL COPS Revenue	\$ 156,727	\$ 161,285	\$ 160,000	\$ 160,000
4900	Interest Income	-	-	-	-
	Program Revenue Total	\$ 156,727	\$ 161,285	\$ 160,000	\$ 160,000
414	PERSONNEL COSTS				
6010	Salaries and Wages	\$ -	\$ -	\$ -	\$ -
6080	Benefits	-	-	-	-
	Personnel Total:	\$ -	\$ -	\$ -	\$ -
414	OPERATIONS & MAINTENANCE COSTS				
6610	Professional/Specialized Services	\$ 250,000	\$ 180,000	\$ 160,000	\$ 160,000
	O & M Total:	\$ 250,000	\$ 180,000	\$ 160,000	\$ 160,000
	CAPITAL COSTS				
8000	Capital Outlay	\$ -	\$ -	\$ -	\$ -
	Capital Total:	\$ -	\$ -	\$ -	\$ -
	<u>DIVISION SUMMARY</u>				
	Total Revenue	\$ 156,727	\$ 161,285	\$ 160,000	\$ 160,000
	Personnel	\$ -	\$ -	\$ -	\$ -
	Operations & Maintenance	250,000	180,000	160,000	160,000
	Capital	-	-	-	-
	Total Expenditures	\$ 250,000	\$ 180,000	\$ 160,000	\$ 160,000
	Surplus/Shortfall	\$ (93,273)	\$ (18,715)	\$ -	\$ -
	Estimated Available Reserves				\$ 3,300

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

General Government Function - Department		Miscellaneous Grants - Fund 27 Division - Code			
Object Acct #		Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
	PROGRAM REVENUES				
4599	American Rescue Plan	\$ -	\$ 531,651	\$ 1,349,208	\$ 1,865,842
	Program Revenue Total	\$ -	\$ 531,651	\$ 1,349,208	\$ 1,865,842
	OPERATIONS & MAINTENANCE COSTS				
Var	Amounts Listed Below	\$ -	\$ 403,591	\$ 217,000	\$ 152,905
	O & M Total:	\$ -	\$ 403,591	\$ 217,000	\$ 152,905
	CAPITAL COSTS				
Var	Amounts Listed Below	\$ -	\$ -	\$ 2,100,000	\$ 1,682,383
	Total:	\$ -	\$ 128,060	\$ 2,100,000	\$ 1,682,383
	Total Revenue	\$ -	\$ 531,651	\$ 1,349,208	\$ 1,865,842
	Personnel	\$ -	\$ -	\$ -	\$ -
	Operations & Maintenance	-	403,591	217,000	152,905
	Capital	-	128,060	2,100,000	1,682,383
	Total Expenditures	\$ -	\$ 531,651	\$ 2,317,000	\$ 1,835,288
	Surplus/Shortfall	\$ -	\$ -	\$ (967,792)	\$ 30,554
	Estimated Available Reserves				\$ 15,817

American Rescue Plan		
Acct #	FY 2021-22	Total
	<u>Capital Improvement Projects</u>	
7000	\$ -	\$ 1,300,000
7001	65,653	142,383
7002	6,000	160,000
7003	-	80,000
	<u>71,653</u>	<u>1,682,383</u>
	<u>Vehicle Acquisition</u>	
7004	56,407	-
7005	-	-
7006	-	-
	<u>56,407</u>	<u>-</u>
	<u>First Responder Premium Pay</u>	
7007	40,000	-
	<u>Assistance to Small Businesses/Individuals</u>	
7008	-	65,000
7009	-	45,000
7010	15,000	-
7011	-	-
	<u>15,000</u>	<u>110,000</u>
	<u>Other Government Services</u>	
7012		5,080
7013	22,175	37,825
7016	326,416	-
	<u>348,591</u>	<u>42,905</u>
	Total ARPA Expenditures	\$ 1,835,288

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

Capital Projects Function - Department		Capital Projects - Fund 40 Division - Code			
Object Acct #		Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
	PROGRAM REVENUES				
4590	Grant Revenues	\$ -	\$ -	\$ -	\$ -
5901	Transfer from Gas Tax Fund	-	-	-	-
	Program Revenue Total	\$ -	\$ -	\$ -	\$ -
	CAPITAL COSTS				
8318	Vehicle Calming Signs	\$ -	\$ -	\$ -	\$ -
8102	City Hall Expansion	-	-	-	-
	Capital Costs Total:	\$ -	\$ -	\$ -	\$ -
	<u>DIVISION SUMMARY</u>				
	Total Revenue	\$ -	\$ -	\$ -	\$ -
	Personnel	\$ -	\$ -	\$ -	\$ -
	Operations & Maintenance	-	-	-	-
	Capital	-	-	-	-
	Total Expenditures	\$ -	\$ -	\$ -	\$ -
	Surplus/Shortfall	\$ -	\$ -	\$ -	\$ -
	Estimated Available Reserves				\$ 338,600

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

**Enterprise Fund - Rental
Function - Department**

**Rental - Fund 60
Dept - Code 560**

Object Acct #	Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
REVENUES				
4698 Rental Income	\$ 71,147	\$ 70,593	\$ 71,000	\$ 71,000
5901 Loan from General Fund	-	-	-	-
4585 CDBG Grant	-	-	-	-
Revenue Total	\$ 71,147	\$ 70,593	\$ 71,000	\$ 71,000
OPERATING EXPENDITURES				
6210 Office Expense & Supplies	\$ 255	\$ 534	\$ 600	\$ 600
6320 Utilities	9,737	11,675	13,000	15,000
6325 Repairs & Maintenance	390	350	7,000	5,000
6326 Assessments	9,279	9,687	10,000	11,000
6327 Insurance	-	-	700	-
6328 Property Taxes	-	2,627	2,700	2,700
6610 Professional & Specialized Services	2,605	1,416	-	-
6900 Interest Expense	17,323	23,257	7,800	36,000
Expenditure Total:	\$ 39,589	\$ 49,546	\$ 41,800	\$ 70,300
CAPITAL COSTS				
8023 ADA Project	-	147,134	-	-
8014 Building Improvements	28,900	102,630	-	-
	\$ 28,900	\$ 249,764	\$ -	\$ -
<u>DIVISION SUMMARY</u>				
Total Revenue	\$ 71,147	\$ 70,593	\$ 71,000	\$ 71,000
Personnel	\$ -	\$ -	\$ -	\$ -
Operations & Maintenance	39,589	49,546	41,800	70,300
Capital	28,900	249,764	-	-
Total Expenditures	\$ 68,489	\$ 299,310	\$ 41,800	\$ 70,300
Surplus/Shortfall	\$ 2,658	\$ (228,717)	\$ 29,200	\$ 700
Estimated Available Reserves				\$ -

**City of Canyon Lake
Budget Summary
Fiscal Year 2023-24**

Enterprise Fund - Rental Function - Department		Rental - Fund 60 Dept - Code 570			
Object Acct #		Actual 2020-21	Actual 2021-22	Budget 2022-23	Proposed 2023-24
	REVENUES				
4698	Rental Income	\$ 4,418	\$ 14,060	\$ 17,200	\$ -
	Revenue Total	\$ 4,418	\$ 14,060	\$ 17,200	\$ -
	PERSONNEL COSTS				
	None	\$ -	\$ -	\$ -	\$ -
	OPERATING EXPENDITURES				
6210	Office Expense & Supplies	\$ 98	\$ 85	\$ 425	\$ 400
6320	Utilities	883	2,479	2,700	2,800
6325	Repairs & Maintenance	-	1,226	4,200	2,000
6328	Property Taxes	1,622	-	-	1,400
6326	Assessments	265	3,229	3,500	3,800
6327	Insurance	-	-	600	-
6610	Professional/Specialized Services	311	1,226	1,800	1,800
6900	Interest Expense	-	-	6,000	-
	Expenditure Total:	\$ 3,179	\$ 8,245	\$ 19,225	\$ 12,200
	CAPITAL COSTS				
	Building Improvements	\$ -	\$ -	\$ -	\$ -
	<u>DIVISION SUMMARY</u>				
	Total Revenue	\$ 4,418	\$ 14,060	\$ 17,200	\$ -
	Personnel	\$ -	\$ -	\$ -	\$ -
	Operations & Maintenance	3,179	8,245	19,225	12,200
	Capital	-	-	-	-
	Total Expenditures	\$ 3,179	\$ 8,245	\$ 19,225	\$ 12,200
	Surplus/Shortfall	\$ 1,239	\$ 5,815	\$ (2,025)	\$ (12,200)
	Estimated Available Reserves				\$ -