



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, November 8, 2023

Closed Session 5:30 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

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.

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

OPEN SESSION

OPEN SESSION CALLED TO ORDER

INVOCATION

FLAG SALUTE

ROLL CALL

CLOSED SESSION REPORT

CEREMONIAL MATTERS *Presentations, Awards, Proclamations*

Citizen of the Month
Students of the Month
Certificate of Recognition – Kaeyln Bloch

COMMUNITY REPORTS

LIMIT 3 MINUTES

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

PUBLIC SAFETY UPDATES

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

PUBLIC COMMENT

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COMMITTEE AND COUNCIL REPORTS/COMMENTS

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. 2023-38 Approving Claims and Demands of the City.

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

Recommendation: Approve the Minutes of the City Council meeting of October 11, 2023.

(4) **Approval of an Agreement Between the City and Colantuono, Highsmith & Whatley, PC for Appellate Legal Services**

Recommendation: Approve an agreement with Colantuono, Highsmith & Whatley, PC for appellate legal services on a form acceptable to the City Attorney and authorize the City Manager to execute the agreement.

(5) **Acceptance of Notice of Completion for the Railroad Canyon Road Painting Improvement Project**

Recommendation: Accept the Railroad Canyon Road Painting Improvement Project as complete and authorize the City Clerk to execute and record the Notice of Completion.

(6) **Second Reading and Adoption of Ordinance No. 236, Repealing and Readopting Chapter 5.01 Regarding Business License to Update Provisions and Address Mobile Vendors and Enforcement**

Recommendation: Conduct second reading and adoption of Ordinance No. 236, Repealing and Readopting Chapter 5.01 of the Canyon Lake Municipal Code Regarding Business License to Update Provisions and Address Mobile Vendors and Enforcement.

(7) **Adopt a Resolution Authorizing the City Manager to Enter into a Lease/Purchase Agreement with PNC Equipment Finance, LLC, for a New Type I Fire Engine in the Amount of \$1,176,148.24**

Recommendation: Adopt Resolution No. 2023-39 authorizing the City Manager to enter into a Lease/Purchase Agreement with PNC Equipment Finance, LLC, for a new Type I structural fire engine in the amount of \$1,176,148.24.

- (8) **Adopt a Resolution for and Amendment to the Public Agency Retirement Services (PARS) plan to specify tiers for the employer and employee contributions for Canyon Lake Fire Department staff**

Recommendation: Adopt Resolution No. 2023-40 Authorizing an Amendment to the City's Public Agency Retirement System (PARS) Defined Contribution Plan for Fire Safety Employees

PULLED CONSENT CALENDAR ITEMS

PUBLIC HEARINGS

- (9) **Award of a Professional Services Agreement to Animal Friends of the Valleys, Inc. for Animal Control Services, Amendments to Canyon Lake Municipal Code Chapter 10.16 and Animal Control Boarding Fees**

Recommendation: (1) Approve and authorize the City Manager to execute a Professional Services Agreement with Animal Friends of the Valleys, Inc. (AFV) to provide animal control services through June 30, 2026, at cost of \$43,050 per year, in such final form as approved by the City Attorney; (2) adopt Resolution No. 2023-41 Amending the Canyon Lake Citywide Fee Schedule in Relation to Animal Control Fees; and (3) introduce and read by title only waiving further reading of Ordinance No. 237 - an Ordinance of the City Council of the City of Canyon Lake, California, Amending Section 10.16.010(b) of the Canyon Lake Municipal Code (CLMC) to address dogs running at large.

BUSINESS ITEMS

- (10) **Introduction and First Reading of Ordinance No. 238 - An Ordinance of the City Council of the City of Canyon Lake, California, Adding Chapter 11.13 to the Canyon Lake Municipal Code Related to Catalytic Converters**

Recommendation: Introduce and read by title only waiving further reading of Ordinance No. 238 - an Ordinance of the City Council of the City of Canyon Lake, California, Adding Chapter 11.13 to the Canyon Lake Municipal Code Related to Catalytic Converters.

- (11) **Introduction and First Reading of Ordinance No. 239 - An Ordinance of the City Council of the City of Canyon Lake, California, Amending Title 12 Related to Fire Lanes**

Recommendation: Introduce and read by title only waiving further reading of Ordinance No. 239 - an Ordinance of the City Council of the City of Canyon Lake, California, Amending Title 12 Related to Fire Lanes.

- (12) **Introduction and First Reading of Ordinance No. 240 - An Ordinance of the City Council of the City of Canyon Lake, California, Adding Chapter 11.12 to the Canyon Lake Municipal Code Related to Weed Abatement**

Recommendation: Introduce and read by title only waiving further reading of Ordinance No. 240 - an Ordinance of the City Council of the City of Canyon Lake, California, Adding Chapter 11.12 to the Canyon Lake Municipal Code Related to Weed Abatement.

CITY MANAGER COMMENTS

ANNOUNCEMENTS

The next regular City Council meeting will be held on Wednesday, December 13, 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:

Unless stated otherwise on the agenda, every item on the agenda is exempt from CEQA Guidelines Sections 15060(c), 15061(b)(3), 15273, 15378, 15301, 15323 and/or Public Resource Code Section 21065.

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 November 2, 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 Luna, Executive Assistant and Accounting Technician I

DATE: November 8, 2023

SUBJECT: Approve Claims and Demands of the City

Recommendation

Adopt Resolution No. 2023-38 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 October 11, 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. 2023-38

ATTACHMENT 1

RESOLUTION NO. 2023-38

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 November 8, 2023; and

WHEREAS, Exhibit A was presented at the regular meeting of the City Council on November 8, 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 November 8th, in the amount of \$681,158.00 as follows:

Payroll Earnings (Gross)	\$ 138,635.99	(For Month of October)
Payroll Processing Fees	\$ 351.15	(For Month of October)
Payroll Taxes - Employer	2,877.97	(For Month of October)
On-line Retirement	15,196.97	(For Month of October)
On-line Health	19,455.40	(For Month of October)
Principal	353.96	(For Month of October)
Aflac	794.44	(For Month of September)
Nationwide Deferred Comp.	7,203.34	(For Month of October)
Citizens Business Bank Interest	1,949.05	(For the Month of September)
General	\$ 494,339.73	
TOTAL	<u>\$ 681,158.00</u>	

PASSED, APPROVED AND ADOPTED this 8th day of November, 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	Fire Station T-Shirts	400.20
	Fire Station Uniform Updates	63.08
	Fire Station Uniforms	215.81
	Fire Station Uniforms	303.34
	Fire Station Sweater	77.21
ABI	Fire Station Reserve Background Check-Gordon	141.40
ABILA	Accounting Software 11/1/23-11/30/23	205.69
Amazon	Fire Station Supplies	223.12
	Fire Station Office Supplies	119.57
ANIMAL FRIENDS	Animal Control Services Month of September 2023	3,500.00
API	Completion of Inspection Report for Fire Station	395.00
AT&T	Location Services for Ping Warrant 7/31/23-8/7/23	325.00
Bankcard	See Credit Card Review 0066	171.96
	See Credit Card Review 7235	963.62
	See Credit Card Review 0041	2,117.79
	See Credit Card Review 0776	18.00
	See Credit Card Review 0058	638.54
	See Credit Card Review 7227	4,095.50
Bill Blankenship	Economic Development Consulting September 2023	3,300.00
BIO-TOX	Blood Analysis-7/17/2023	200.30
Bound Tree	Fire Station Medical Supplies	283.07
	Fire Station Medical Supplies	337.50
	Fire Station Medical Supplies	37.41
CA Dept of Tax and Fee Admin	Diesel Fuel #245-963712 Period Ending 9/30/23	60.00
CL PEST	Monthly Rodent Bait for Fire Station September 2023	20.00
	Monthly Pest Control for Fire Station September 2023	45.00
Colantuono, Highsmith & Whatley	Attorney Fees for adv. Richard Beck Services through 9/30/23	17,978.50
Cole Huber	Attorney Services/General July 2023	8,510.00
	Attorney Services/Beck v.City (UUT) July 2023	104.00
Color New Co	Railroad Canyon Road Painting Improvement Project	18,125.00
Concentra	Reserve Medical Exam-Maitlund	249.00
	Reserve TB Skin Test-Maitlund	65.00
Control Pump	Landscape Booster Station for September 2023	375.00
Corelogic	Database for Code Enforcement September 2023	149.25
CR&R	Refuse Collections FY 22-23 PY SEC SPY2	17,572.74
	Trash Services for Rental Bldg. October 2023	201.12
	Annual Burn Cleanup, 10/1/2023	1,079.77
	Trim all Palm Trees in Median on RRCR	4,500.00
	Irrigation Repairs on RRCR	700.00
Dain	Auto Allowance for October 2023-Dain	100.00
ECS	Building & Safety Document Scanning and Upload	6,855.51

Date: 10/12/23
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City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

Vendor ID	Invoice Description	Cash Required
GAS CO	Gas Charges for 31520 Railroad Cyn Rd 8/28/23-9/28/23	15.89
GOLDING	Blank Stock for City Business Licenses, 9/21/23	42.83
Gonzales K	Planning Deposit Refund for 23742 Continental Dr	1,071.00
Harris & Associates	EMS & UUT Levy FY 23-24 Services from 7/30/23-8/26/23	3,740.00
HINDERLITER	Contract Services-Sales Tax (July-Sept 2023) Audit Services	1,338.89
Holt Architecture	City Hall and Council Chambers Renovation Project	24,927.50
iWorQ	iWorQ Systems Internet Software Mgmt & Support 9/2023-3/2024	437.50
Jacob Green & Associates	Marketing/Communications/Video Production-State of the City	3,600.00
Jake Stouffer	Reserve Stipend for September 2023	100.00
Jeremy Smith	Auto Allowance October-Smith	100.00
John Hancock	EE & ER Contributions for Bi-Weekly Check Date 9/29/2023	3,944.48
	EE & ER Contributions for Semi-Monthly Check Date 9/29/2023	1,394.11
Johnson Controls	Progress Bill Install-City Hall	560.12
Kasey Castillo	Auto Allowance October 2023-Castillo	100.00
Longobardo	Reserve Stipend for September 2023	100.00
Luksch	Reserve Stipend for September 2023	100.00
Maitlund	Reserve Stipend for September 2023	150.00
Mark Terry	Auto Allowance October 2023-Terry	100.00
Michel	Reserve Stipend For September 2023	150.00
Mijares	Reserve Stipend For September 2023	150.00
RCA	MSHCP Fees Collected for September 2023	4,236.00
SanchezJ	Reserve Stipend for September 2023	50.00
SDRMA	Dental & Vision Insurance November 2023	1,663.99
Sean Rivello	Reserve Stipend for September 2023	50.00
SoCal Fire Prevention Officers	Fire Station Sprinkler Training	100.00
South Coast Emergency	Fire Station Biannual Service for Engine 1	4,472.04
STAPLES	Office Supplies for City Hall & Admin	937.48
Stoddart	Reserve Stipend for September 2023	150.00
Time Warner	Digital Converter for City Hall 9/22/23-10/21/23	5.54
Welty	Auto Allowance October 2023-Welty	100.00
Zach Michel	Reserve Stipend for September 2023	100.00
Report Total		148,810.37

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

<u>Vendor ID</u>	<u>Invoice Description</u>	<u>Cash Required</u>
CL PROPERTY OWNERS	Deposit for The Lodge Banquet Room for SW TNOW Meeting	250.00
Morningstar	Deposit for Stage, Venue Video, and Audio-State of the City	13,276.00
The Spirit Shop	Musical Entertainment for 2023 State of the City	<u>500.00</u>
Report Total		<u><u>14,026.00</u></u>

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

Vendor ID	Invoice Description	Cash Required
Alliant	Special Event Liability Insurance	383.00
Allstar Fire	RIT Kits for Fire Station	3,288.49
	Replacement Turnout Boots-Garcia	428.64
Amazon	Fire Station Supplies	30.16
AMERICAN FORENSIC	Sheriff's Blood Draw-10/2/2023	133.70
AMP	Rent for November 2023-31526 Railroad Canyon Rd, Suite 5	2,834.00
	Rent for November 2023-31526 Railroad Canyon Rd. Suite 4	430.00
BIO-TOX	Blood Analysis - 9/26/23	496.35
Curtis	Fire Station Adapter for P-1	44.26
DATA TICKET	Monthly EMS Response Fee September 2023	100.00
	Monthly Parking Fee September 2023	100.00
	Code Enforcement Citation Processing September 2023	100.00
Delgado	Janitorial Services for October 2023	1,180.50
	Janitorial Services for October 2023	59.00
DOJ	Fingerprints for September 2023	32.00
DPFG	Fiscal Impact Analysis September 2023	1,965.25
Flock	ALPR Cameras for Railroad Canyon Road	5,000.00
FRIDAY FLYER	Legal Notice for Amendment Municipal Code, Title 5	52.50
GREENHALGH	Retiree Health Insurance November 2023	148.68
Holt Architecture	City Hall and Council Chambers Renovation Project	11,483.75
John Hancock	EE & ER Contributions for Bi-Weekly Check Date 10/13/2023	3,944.48
	EE & ER Contributions for Semi-Monthly Check Date 10/13/2023	1,394.11
LaTendresse	Reimbursement for Costco Purchase-CC not working	258.01
LOCC	Riverside County Division Meeting-9/20/23	200.00
PARS	Monthly Administrative Fee Ending August 2023	400.00
PVM	Street & Facility Maintenance Services 9/1/23-9/30/23	2,048.73
PZL, Inc.	Planning Services for September 2023	4,920.00
RAMS	Accounting Services for September 2023	6,508.00
Rincon	Canyon Lake Housing Element 9/1/23-9/30/23	15,626.25
riv Co Exec	Sheltering Costs for 2nd Quarter October-December 2023	21,971.00
Riv Co Fire	Dispatch Services Qtr 4 FY 22/23	22,425.92
Riv Co Sheriff Dept Lake Elsinore	Sheriff's Contract Law 7/27/23-8/23/23	162,582.24
Riv Co Treasurer	FY 23-24 Property Taxes for 31542 RRCR 1st Installment	1,319.38
	FY 21-22 Property Taxes for 31542 RRCR 1st Installment	661.34

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

Vendor ID	Invoice Description	Cash Required
SCAG	Dues for Fiscal Year 2023-2024	1,522.00
Shuster	Quarter 3 Advisory Fee 7/1/23-9/30/23	750.00
South Coast Emergency	Biannual Service for Patrol 1	3,228.21
	Biannual Service for Engine 201	3,494.32
Syntech	Monthly IT Support 10/1/23-10/31/23	2,855.00
The Christmas Kings	Remaining Balance for Holiday Lighting and Decor Services	10,650.00
Toshiba	Monthly Copier Lease for Admin & City Hall November 2023	799.32
	Monthly Copier Lease for Fire Station November 2023	120.83
Toshiba Business Solutions, USA	Admin B/W & Color Copies 9/25/23-10/24/23	198.53
	Fire Station B/W & Color Copies 9/25/23-10/24/23	60.36
TRI LAKE	CL-003 Railroad Canyon Road-HSIP Project 9/1/23-9/30/23	4,165.00
	CL-001 General Engineering Services 9/1/23-9/30/23	8,602.90
	CL-002 Railroad Canyon Road Project 9/1/23-9/30/23	5,394.16
Tulips Trophies & Treasures	2023 State of the City Table Centerpiece Arrangements	2,000.00
ULINE	Fire Station Supplies	106.15
US Bank	See Credit Card Review	4,326.30
Willdan	EMS User Fee Study	1,737.50
	EMS User Fee Study Services thru September 30, 2023	840.00
ZF	Medical Director Services July to September 2023	600.00
Report Total		324,000.32

City of Canyon Lake
 Check/Voucher Register - Checks Prior Month
 From 10/1/2023 Through 10/31/2023

Check Number	Vendor Name	Effective Date	Check Amount
EFT 815	SOUTHERN CALIFORNIA EDISON	10/2/2023	297.99
EFT 816	SOUTHERN CALIFORNIA EDISON	10/2/2023	2,012.01
EFT 817	SOUTHERN CALIFORNIA EDISON	10/2/2023	1,155.83
EFT 818	Sparkletts	10/2/2023	219.33
EFT 819	SOUTHERN CALIFORNIA EDISON	10/5/2023	11.30
EFT 820	SOUTHERN CALIFORNIA EDISON	10/5/2023	1,105.41
EFT 821	SOUTHERN CALIFORNIA EDISON	10/5/2023	42.99
EFT 822	SOUTHERN CALIFORNIA EDISON	10/5/2023	18.44
EFT 823	SOUTHERN CALIFORNIA EDISON	10/5/2023	499.73
EFT 824	SOUTHERN CALIFORNIA EDISON	10/5/2023	23.78
EFT 825	SOUTHERN CALIFORNIA EDISON	10/5/2023	124.01
EFT 826	SOUTHERN CALIFORNIA EDISON	10/17/2023	286.65
EFT 827	SOUTHERN CALIFORNIA EDISON	10/17/2023	173.02
EFT 828	ELSINORE VALLEY MUNI WATER DIS	10/17/2023	85.56
EFT 829	ELSINORE VALLEY MUNI WATER DIS	10/17/2023	68.60
EFT 830	ELSINORE VALLEY MUNI WATER DIS	10/17/2023	92.33
EFT 831	ELSINORE VALLEY MUNI WATER DIS	10/17/2023	319.83
EFT 832	ELSINORE VALLEY MUNI WATER DIS	10/17/2023	<u>966.23</u>
Report Total			<u>7,503.04</u>

Credit Card Review

California Bank & Trust Statement dated 9/28/23

<u>ITEM #</u>	<u>CREDITOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>ACCOUNT</u>
1	Tommy's Express	Car Wash September 2023	\$ 10.00	10-310-6415
2	Tommy's Express	Car Wash September 2023	\$ 87.96	A \$ 43.98 10-520-6415 \$ 21.99 10-360-6415 \$ 21.99 10-310-6415
3	A's Pizza	Lunch for Panel -Management Analyst Interviews	\$ 64.00	10-310-6220
4	Tommy's Express	Car Wash September 2023	\$ 10.00	10-310-6415
			\$ 171.96	

Account Breakdown

City Manager Vehicle Maintenance	10-310-6415	\$ 41.99
City Manager Dept. Expense	10-310-6220	\$ 64.00
Building & Safety Vehicle Maintenance	10-360-6415	\$ 21.99
Vehicle Maintenance	10-520-6415	\$ 43.98
		\$ 171.96

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

California Bank & Trust Statement dated 9/28/23

<u>ITEM #</u>	<u>CREDITOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>ACCOUNT</u>
1	Stater Bros	Office Supplies	\$ 3.90	10-310-6210
2	Omni LA Costa Resort	Conference Hotel	\$ 429.96	10-320-6510
3	Dunkin Donuts	9/11 Event	\$ 187.90	10-100-6831
4	Stater Bros	Office Supplies	\$ 39.14	10-310-6210
5	The Creative Corner	Flowers Ordered by Council for Memorial	\$ 108.75	10-100-6831
6	99 Cents Only Stores	Office Supplies	\$ 10.01	10-310-6210
7	Dollar Tree	Office Supplies	\$ 34.08	10-310-6210
8	Dollar Tree	Office Supplies	\$ 25.69	10-310-6210
9	99 Cents Only Stores	Office Supplies	\$ 20.76	10-310-6210
10	Amazon	Office Supplies	\$ 65.72	10-320-6210
11	Amazon	Office Supplies	\$ 37.71	10-320-6210
			\$ 963.62	

Account Breakdown

City Council City Events	10-100-6831	\$ 296.65
City Manager Office Expense	10-310-6210	\$ 237.01
City Clerk Conference/Meeting/Travel Expense	10-320-6510	\$ 429.96
		\$ 963.62

Check Figure \$

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

California Bank & Trust Statement dated 9/28/23

<u>ITEM #</u>	<u>CREDITOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>ACCOUNT</u>								
1	Amazon	Office Supplies	\$ 79.72	10-310-6210								
2	NeoGov	Job Posting	\$ 199.00	10-310-6210								
3	Amazon	Office Supplies	\$ 127.98	10-310-6210								
4	Amazon	Office Supplies	\$ 8.61	10-310-6210								
5	Amazon	Table Cover for Event	\$ 73.21	10-100-6831								
6	Amazon	Monitor with Audio	\$ 333.22	10-550-8007								
7	Amazon	Protection Plan for Monitor	\$ 47.98	10-550-8007								
8	Staples	Office Supplies	\$ 68.49	10-310-6210								
9	Best Buys	HDMI Cable	\$ 17.39	10-310-6210								
10	Staples	Printer	\$ 276.17	10-550-8007								
11	O'Reilly	Sun Shades for Code Enforcement Vehicles	\$ 38.04	10-520-6220								
12	Amazon	Sun Shades for Code Enforcement Vehicles	\$ 44.37	10-520-6220								
13	Staples	Office Supplies	\$ 207.04	10-310-6210								
14	Best Buys	HDMI Cable	\$ 14.12	10-310-6210								
15	Amazon	Prime Membership Fee	\$ 16.15	10-310-6210								
16	CACEO	Webinar-Code Enforcement	\$ 40.00	10-520-6710								
17	Verizon Wireless	Ipads & SIm Card Devices	\$ 160.24	A	\$23.92	10-360-6310	\$54.90	10-421-6310	\$47.80	10-520-6310	\$33.62	10-550-6320
18	Verizon Wireless		\$ 366.06	A	\$51.45	10-360-6310	\$154.35	10-421-6310	\$160.26	10-520-6310		
			\$ 2,117.79									

Account Breakdown

City Council City Events	10-100-6831	\$ 73.21
City Manager Office Expense	10-310-6210	\$ 738.50
Building Dept Communications	10-360-6310	\$75.37
Fire Department Communications	10-421-6310	\$209.25
Code Enforcement Departmental Expense	10-520-6220	\$ 82.41
Code Enforcement Communications	10-520-6310	\$208.06
Code Enforcement Training	10-520-6710	\$ 40.00
Building & Facilities Utilities	10-550-6320	\$33.62
Building & Facilities Maint. Furniture & Equip.	10-550-8007	\$ 657.37
		\$ 2,117.79

Check Figure \$ -

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

California Bank & Trust Statement dated 9/28/23

<u>ITEM #</u>	<u>CREDITOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>ACCOUNT</u>
1	Tommy's Express	Car Wash B-1	\$ 18.00	10-421-6410
			<u>\$ 18.00</u>	
		<u>Account Breakdown</u>		
	Fire Station Fleet & Equipment Maintenance	10-421-6410	\$ 18.00	
			<u>\$ 18.00</u>	
			\$ -	

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California Bank & Trust Statement dated 9/28/23

<u>ITEM #</u>	<u>CREDITOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>ACCOUNT</u>
1	The Home Depot	Fire Station Supplies	\$ 62.58	10-550-8018
2	Municipal Management Asso	Annual Membership Dues	\$ 90.00	10-421-6520
3	The Home Depot	Fire Station Supplies	\$ 28.06	10-421-6310
4	Apple.com	Monthly iCloud Storage	\$ 2.99	10-550-8018
5	USPS	Return Broken Equipment	\$ 69.10	10-421-6210
6	The Home Depot	Fire Station Supplies	\$ 245.91	10-550-6610
7	Canyon Lake Auto Repair	Smog for Truck (Parts)	\$ 69.95	10-421-6410
8	Canyon Lake Auto Repair	Smog for Yukon (Parts)	\$ 69.95	10-421-6410
			\$ 638.54	

Account Breakdown

Fire Department Fleet & Equipment Maintenance	10-421-6410	\$ 139.90
Fire Department Office Expense & Supplies	10-421-6210	\$ 69.10
Fire Department Communications	10-421-6310	\$ 28.06
Fire Department Membership/Dues/Publications	10-421-6520	\$ 90.00
Building & Facilities Professional/Specialized Services	10-550-6610	\$ 245.91
Building & Facilities Maint. Fire Station Upgrades	10-550-8018	\$ 65.57
		\$ 638.54

Check Figure \$ -

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

California Bank & Trust Statement dated 9/28/23

<u>ITEM #</u>	<u>CREDITOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>ACCOUNT</u>
1	Ontario Urban Crave	League of CA Cities Conference Travel	\$ 16.18	10-310-6510
2	Chipotle	League of CA Cities Conference Travel	\$ 43.83	10-310-6510
3	Ontario Airport Parking Lot 6	League of CA Cities Conference Travel	\$ 54.00	10-310-6510
4	Kimpton Sawyer Hotel, Sacramento, CA	League of CA Cities Conference Travel	\$ 993.47	10-100-6510
5	Kimpton Sawyer Hotel, Sacramento, CA	League of CA Cities Conference Travel	\$ 7.61	10-100-6510
6	Kimpton Sawyer Hotel, Sacramento, CA	League of CA Cities Conference Travel	\$ 993.47	10-310-6510
7	Kimpton Sawyer Hotel, Sacramento, CA	League of CA Cities Conference Travel	\$ 993.47	10-100-6510
8	Kimpton Sawyer Hotel, Sacramento, CA	League of CA Cities Conference Travel	\$ 993.47	10-100-6510
			\$ 4,095.50	

Account Breakdown

Council Meeting/Travel Expense	10-100-6510	\$ 2,988.02
Conference/Meeting/Travel Expense	10-310-6510	\$ 1,107.48
		\$ 4,095.50

Check Figure \$ -

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the Finance Committee*

US BANK Statement dated 10/6/2023

ITEM #	CREDITOR	DESCRIPTION	AMOUNT	ACCOUNT												
1	Downs Energy	Fuel for Fire 1 & 2	\$ 696.16	10-421-6425												
2	Arlo Technologies Inc	City Hall Security Cameras	\$ 12.99	10-550-6610												
3	Adobe	Acrobat Pro Subscription	\$ 8.80	10-310-6210												
4	Downs Energy	Fuel for Fire 1 & 2	\$ 749.78	10-421-6425												
5	Adobe	Acrobat Pro Subscription	\$ 15.99	10-310-6210												
6	Zoom.US	Zoom Subscription for Meetings	\$ 16.62	10-310-6210												
7	Arlo Technologies Inc	Admin Office Security Cameras	\$ 17.99	10-550-6610												
8	Adobe	Acrobat Pro Subscriptions	\$ 311.87	A	\$47.98	10-310-6220	\$47.98	10-320-6220	\$47.98	10-330-6210	\$47.98	10-360-6220	\$71.97	10-421-6220	\$47.98	10-520-6220
9	Downs Energy	Fuel for Fire 1, 2, & 3	\$ 803.53	10-421-6425												
10	Adobe	Creative Cloud All Apps 100GB	\$ 29.99	10-310-6210												
11	Frontier	Internet for City Hall & Admin Office	\$ 204.67	10-550-6320												
12	The Canyon Cowboy	Closed Session Meal-9/13/23	\$ 193.95	10-100-6225												
13	Murrieta Chamber of Commerce	Registration for Wildomar State of the City-Dailey, Smith, Maddie	\$ 135.00	A	\$45.00	10-100-6510	\$90.00	10-310-6510								
14	Lake Elsinore Chamber of Commerce	Lake Elsinore State of the City Tickets-Dailey & Smith	\$ 200.00	A	\$100.00	10-100-6510	\$100.00	10-310-6510								
15	Murrieta Chamber of Commerce	Registration for Wildomar State of the City- Garcia	\$ 45.00	10-320-6510												
16	Southwest Airlines	2023 ICMA Annual Conference Flight-Dailey	\$ 548.96	10-310-6510												
17	Murrieta Chamber of Commerce	Registration for Wildomar State of the City-Welty, Latendresse	\$ 90.00	A	\$45.00	10-100-6510	\$45.00	10-421-6510								
18	Murrieta Chamber of Commerce	Registration for Wildomar State of the City-Terry	\$ 45.00	10-100-6510												
19	Paypal	Registration for State of the District-Smith & Dailey	\$ 100.00	A	\$50.00	10-100-6510	\$50.00	10-310-6510								
20	Lake Elsinore Chamber of Commerce	Lake Elsinore State of the City Tickets-Welty	\$ 100.00	10-100-6510												
			\$ 4,326.30													

Account Breakdown

City Council Meeting Expense	10-100-6225	\$ 193.95
Conference/Meeting/Travel Expense	10-100-6510	\$385.00
City Manager Office Expense and Supplies	10-310-6210	\$71.40
City Manager Conference/Meeting/Travel Expense	10-310-6510	\$788.96
City Manager Dept. Expense	10-310-6220	\$47.98
City Clerk Departmental Expense	10-320-6220	\$47.98
City Clerk Conference/Meeting/Travel Expense	10-320-6510	\$ 45.00
Building Dept Expense	10-360-6220	\$47.98
Finance Office Expense and Supplies	10-330-6210	\$47.98
Fire Department Fuel & Lubricants	10-421-6425	\$ 2,249.47
Fire Department Expense	10-421-6220	\$71.97
Fire Department Conference/Meeting/Travel Expense	10-421-6510	\$45.00
Special Enforcement Misc. Expense	10-520-6220	\$47.98
Building & Facilities Utilities	10-550-6320	\$ 204.67
Building & Facilities Professional/Specialized Services	10-550-6610	\$ 30.98
		\$ 4,326.30

Check Figure \$

Copies for City Council
as directed by
the Finance Committee

ITEM NO. 3

**MINUTES
REGULAR MEETING OF THE
CANYON LAKE CITY COUNCIL
Wednesday, October 11, 2023**

**Closed Session – 5:30 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 5:30 p.m.

ROLL CALL

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

Absent: None.

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

1. 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
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION - Pursuant to Government Code Section 54956.9(d)(2)
Significant Exposure to Litigation, One Case

The City Council entered Closed Session at 5:30 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 6:32 p.m.

Mayor Smith announced he would close the meeting in honor of Breast Cancer Awareness Month.

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 Bill Van Vleet.

FLAG SALUTE

The Flag Salute was led by Darcy Burke.

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 reported that as to Item 1, settlement direction was given by consensus. No other action was taken.

CEREMONIAL MATTERS

Mayor Smith presented a Certificate of Recognition to Tim Cook.

Mayor Smith presented a Certificate of Recognition to Brian Hoffman.

Mayor Smith announced Citizen of the Month, Perry Beggs, is out of town and will be honored in November.

Mayor Smith presented a Proclamation to the Canyon Lake Fire Department in recognition of October 2023 as Fire Prevention Month.

Mayor Smith presented a Certificate of Recognition to Kasey Castillo.

COMMUNITY REPORTS

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

Greg Thomas, Elsinore Valley Municipal Water District General Manager, provided a report on proposed sewer rates and water shortage surcharges.

Board President Bill Van Vleet provided an update on behalf of the Canyon Lake Property Owners Association.

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

PUBLIC SAFETY UPDATE

Code Enforcement Supervisor Manzano provided an update on code enforcement statistics.

Sheriff's Lieutenant Edwards provided an update on public safety statistics.

Fire Chief LaTendresse provided an update on fire statistics.

PUBLIC COMMENT

None.

COMMITTEE AND COUNCIL REPORTS/COMMENTS

Council Member Terry discussed attending his first California League of Cities Conference and coming back inspired. He noted he met with Riverside County Sheriff's Department Captain Rayls and Lieutenant Edwards regarding opportunities to better communicate with citizens and increase law enforcement presence in the City. He further stated he attended the Student of the Month awards.

Mayor Pro Tem Welty stated his daughter had been married the day before and talked about having respect for fellow citizens despite having conflict.

Mayor Smith stated he was happy that America is standing with Israel. He provided a real estate update, discussed RCTC road closures and free bus rides provided by RTA. He noted that Council Member Dain participated in the walk for breast cancer.

Council Member Dain shared that she attended the recent RCA and SCFA meetings, along with the Women's Leadership Conference. She noted that she represented the City in the Susan G. Koman breast cancer walk and how inspiring it was to see all of the survivors and support the foundation. She further noted that she represented the City in the battle of businesses, which was a successful event for the Chamber of Commerce. She spoke about the terrorist attacks and that she stands with Israel.

Council Member Castillo thanked the City Council for honoring her. She stated she was excited for State of the City and the opportunity to showcase what the City has been doing. She further stated she was excited for the upcoming Veterans Day event.

CONSENT CALENDAR

Motion and second by Council Member Terry/Mayor Smith to approve Consent Calendar Items 1-3.

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

- (1) Waive Full Reading, Read all Ordinances by Title Only
- (2) Approve Claims and Demands of the City

Action taken: The City Council adopted Resolution No. 2023-36 Approving Claims and Demands of the City.

- (3) Approval of City Council Minutes

Action taken: The City Council approved the Minutes of the City Council meeting of September 13, 2023.

PULLED CONSENT CALENDAR ITEMS

None.

PUBLIC HEARINGS

- (4) Adoption of Resolution No. 2023-37 Amending the Canyon Lake Citywide Fee Schedule in Relation to Business License Registration Program and Approve the Introduction and First Reading of Ordinance No. 179, Amending Chapter 5.01 of the Canyon Lake Municipal Code Related to Business License Registration Program

Mayor Smith opened the public hearing at 7:56 p.m.

Code Enforcement Supervisor Manzano provided a presentation. Discussion ensued regarding the online payment portal, timing of renewal notices and decals.

No members of the public spoke.

Mayor Smith closed the public hearing at 8:16 p.m.

City Manager Dailey noted a correction on the fee schedule regarding late fees and requested that the line reading “60-90 days” be revised to read “60 days or more”.

Motion and second by Mayor Pro Tem Welty/Council Member Dain to: (1) adopt Resolution No. 2023-37 Amending the Canyon Lake Citywide Fee Schedule in Relation to Business License Registration Program; and (2) approve the Introduction and First Reading of Ordinance No. 179 - Amending Chapter 5.01 of the Canyon Lake Municipal Code Related to Business License Registration Program.

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

(5) Update Regarding Economic Development Projects

Bill Blankenship, the City’s Economic Development Consultant, provided a presentation on economic development opportunities within the City.

City Manager Dailey noted that she and Mr. Blankenship would work on a detailed scope of work and tangible goals and deliverables that can be put in place.

There were no public comments.

Action taken: The City Council received and filed the report.

(6) Approve and Authorize the City Manager to Execute a Lease Purchase Agreement with South Coast Fire Equipment for the Purchase of One Type I Structural Fire Engine in the Amount of \$1,176,148.24

Fire Chief LaTendresse provided a presentation on the two available financing options – Option 1, Prepayment and Option 2, No Prepayment.

There were no public comments.

Motion and second by Mayor Smith/Mayor Pro Tem Welty to approve and authorize the City Manager to execute a Lease Purchase Agreement with South Coast Fire Equipment for the purchase of one (1) Type I structural fire engine and associated equipment in the amount of \$1,176,148.24, utilizing Option 2, No Prepayment.

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 Code Enforcement Supervisor Manzano and Senior Administrative Assistant Enriquez for the work on the business license ordinance. She further thanked all City staff, noting it has been a very busy month.

ANNOUNCEMENTS

Mayor Smith announced the next regular City Council meeting would be held on Wednesday, November 8, 2023.

ADJOURNMENT

At 9:27 p.m., Mayor Smith adjourned the meeting in honor of October as Breast Cancer Awareness Month.

Respectfully submitted,

Sheryl L. Garcia, MMC, CPM
City Clerk



ITEM NO. 4

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Nicole Dailey, City Manager

DATE: November 8, 2023

SUBJECT: Approval of an Agreement Between the City and Colantuono, Highsmith & Whatley, PC for Appellate Legal Services

Recommendation

Approve an agreement with Colantuono, Highsmith & Whatley, PC for appellate legal services on a form acceptable to the City Attorney and authorize the City Manager to execute the agreement.

Background/Discussion

On September 15, 2023, the City's legal counsel, Cole Huber LLP, filed a notice of appeal in the matter known as *Beck v. City Canyon Lake*, 4th DCA Case No. E082164. The City now wishes to engage the services of Colantuono, Highsmith & Whatley, PC to represent the City in prosecuting the appeal. The agreement will be on a form approved by the City Attorney.

Fiscal Impact

Funds sufficient to cover this item will be allocated in the mid-year budget.

Attachments

None.



ITEM NO. 5

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Nicole Dailey, City Manager

BY: Mike Borja, Administrative Services Director

DATE: November 8, 2023

SUBJECT: Acceptance of Notice of Completion for the Railroad Canyon Road Painting Improvement Project

Recommendation

Accept the Railroad Canyon Road Painting Improvement Project as complete and authorize the City Clerk to execute and record the Notice of Completion.

Background

On May 10, 2023, the City Council awarded a contract to Color New Co. in the amount of \$340,000 to complete the Railroad Canyon Road Painting Improvement Project (“Project”). The contract award also included an 8% contingency of \$27,200 to cover any quantity adjustments and/or unforeseen construction items.

Discussion

On July 10, 2023, Color New Co. commenced work on the Project. The Project consisted of 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 Project was completed on September 22, 2023, and took approximately one month longer than anticipated due to change orders and supply delays. During construction, there were two changes orders. The first change order in the amount of \$12,000 included removing wires, patching holes and painting walls that were exposed after vegetation removal. The second change order in the amount of \$10,500 included adding additional block wall, pressure washing and painting.

The total cost of the Project was \$362,500. The approved contract price was \$340,000 with \$27,200, although only \$22,500 of the contingency was used.

Fiscal Impact

The final construction cost for the project was \$362,500. This Project was funded from the City's Fiscal Year 2022-2023 Measure A Fund.

Attachments

1. Notice of Completion

ATTACHMENT 1

WHEN RECORDED RETURN TO:
CITY CLERK:
City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587

NOTICE OF COMPLETION


FOR RECORDERS USE ONLY

Notice is hereby given by the undersigned owner, the fee simple owner of the project site and a political subdivision of the State of California, that a public work of improvement described as **CITY OF CANYON LAKE RAILROAD CANYON ROAD PAINTING IMPROVEMENT PROJECT (CIP CLF-003)**. Work has been completed and was accepted by the undersigned awarding authority on the date hereof.

The Contractor on such work was **COLOR NEW CO.** and the surety bonds is with Merchants Bonding Company (Mutual) of California as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California. The real property upon which said work was performed is in the City of Canyon Lake, County of Riverside, State of California and described as: **CITY OF CANYON LAKE RAILROAD CANYON ROAD PAINTING IMPROVEMENT PROJECT (CIP CLF-003)**

Date: September 22, 2023
(Date of Completion)

Name/Address of Political Subdivision
City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587

By 
Title: Contract City Engineer

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

I hereby certify that I am the City Clerk of the City Council of the City of Canyon Lake, California the political subdivision which executed the foregoing notice, and, on whose behalf, I make this verification, and that the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at Canyon Lake, California on _____, 2023.

City Clerk



ITEM NO. 6

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Nicole Dailey, City Manager

BY: Ruby Manzano, Code Enforcement Supervisor

DATE: November 8, 2023

SUBJECT: Second Reading and Adoption of Ordinance No. 236, Repealing and Readopting Chapter 5.01 Regarding Business License to Update Provisions and Address Mobile Vendors and Enforcement

Recommendation

Conduct second reading and adoption of Ordinance No. 236, Repealing and Readopting Chapter 5.01 of the Canyon Lake Municipal Code Regarding Business License to Update Provisions and Address Mobile Vendors and Enforcement.

Background

At the October 11, 2023, City Council meeting, the City Council held a public hearing and approved the first reading of Ordinance No. 236, Repealing and Readopting Chapter 5.01 of the Canyon Lake Municipal Code Related to Business License Registration Program.

Several key notable changes to the program, if adopted, will include but limited to the removal of the business decals, prorating newly registered business licenses, changing the assigned designee for the business license program to the City Manager or their designee, adding an exemption for small and large family home daycare business as required by recent legislation Senate Bill 234, removing the business license decal fee of \$21, adding an initial pro-rated application fee of \$75.50 for any licenses requested after July 1 each year, reducing the associate business license fee from \$113.36 to \$40, and reducing the renewal application fee for associate business licenses from \$39.70 to \$20.

Discussion

As required by law, the first reading and adoption of said ordinance must occur at a regularly scheduled meeting, and accordingly, City staff hereby presents that same ordinance, unchanged, for consideration by the City Council for second reading and adoption.

Fiscal Impact

The fiscal impact is unknown at this time as it will depend on the number of applications received by the City.

Attachments

1. Ordinance No. 236

ATTACHMENT 1

ORDINANCE NO. 236

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, REPEALING AND READOPTING CHAPTER 5.01 REGARDING BUSINESS LICENSES TO UPDATE PROVISIONS AND ADDRESS MOBILE VENDORS AND ENFORCEMENT

Section 1. The City Council of the City of Canyon Lake does ordain as follows:

Chapter 5.01 of the City Code, “Business Licenses” is repealed in its entirety and readopted to read as follows:

Section

- 5.01.010 Definitions.
- 5.01.020 Business license required.
- 5.01.030 License required for each business location.
- 5.01.040 Business license application.
- 5.01.050 Annual renewal.
- 5.01.060 Posting license.
- 5.01.070 Form and content of license.
- 5.01.080 Powers and duties of City Manager regarding licenses.
- 5.01.090 Transfer of business license.
- 5.01.100 Compliance with other laws and regulations.
- 5.01.110 Evidence of doing business within the City.
- 5.01.120 Exemptions from licensing requirement.
- 5.01.130 Fees.
- 5.01.140 Penalties for violation.

5.01.010 Definitions.

The following words and phrases shall, for the purposes of this Chapter, be defined as follows, unless it is clearly apparent from the context that another meaning is intended.

(a) “Business” means professions, trades, or occupations including but not limited to, contractors and subcontractors of all and every kind or calling which may be engaged in for the purposes of earning, in whole or in part, a profit or livelihood, whether a profit or livelihood is actually earned, and whether paid for in money, goods, waiver or otherwise. Business includes, but is not limited to, professions, trades or occupations which have a fixed location within the City as well as those which do not have a fixed location within the City but are doing business within the City, including but not limited to mobile operators and home occupations as defined here.

(b) “City Manager” shall mean the City Manager of the City of Canyon Lake or his or her designee(s).

(c) “Employee” shall mean either 1) any person engaged or employed by any business which business withholds, or is required to withhold, compensation for the purpose of paying State

or Federal taxes as required by the Franchise Tax Board or Internal Revenue Service; or 2) any person who is regarded as the employee of any business for purposes of the Worker's Compensation laws or other laws of the State of California, including (without limitation) a real estate agent working for, or engaged by, a real estate broker and which business is subject to the provisions of this Chapter.

(d) "Home occupation" means those uses customarily conducted in a residence incidental and secondary to its use as a residence as defined in the Canyon Lake Land Use Ordinance No. 348, Section 21.36.

(e) "Mobile operator" means a business operated on a mobile basis using a vehicle to visit customer locations and includes mobile vehicle washing; pest control; carpet, drape or furniture cleaning; concrete mixing; masonry; painting or coating; landscaping; pool or fountain cleaning; port-a-potty delivery, dog or other animal grooming or related service, or similar services provided on a regular basis. It excludes one-time deliveries such as those for furniture, items ordered on-line.

(f) "Person" means a natural individual, corporation, whether foreign or domestic, joint venture, association, partnership, estate or trust, or any combination thereof, acting as a unit and engaged in any business in the City, other than as an employee, and specifically includes an independent contractor and a sole proprietorship.

(g) "Professional associate" or "Associate" means a professional separately licensed by the State, including but not limited to realtors, attorneys, beauticians, barbers, manicurists, dentists, dental hygienists, veterinarians, doctors, podiatrist, and chiropractors.

5.01.020 Business license required.

Unless exempted pursuant to Section 5.01.120, no person shall engage in any business within the City without a valid business license issued pursuant to this Chapter and without complying with all regulations applicable to such business.

5.01.030 License required for each business location.

A separate business license shall be required for each fictitious business name statement for a person or business doing business within the City from separate fixed locations. A separate business license shall be required for each location of a business within the City.

5.01.040 Business license application.

(a) An application for a business license shall be filed utilizing a form provided by the City. The permit application shall not be deemed filed unless the applicant has filled out the form completely and accurately. The applicant shall be the person desiring to engage in the business or such person's duly authorized representative.

(b) All applications shall be accompanied by a filing fee in an amount established by resolution of the City Council or a request for a waiver of such fee pursuant to this Chapter. Additional fees shall be owed for late applications or repeated failure to file for a license.

(c) The application shall contain the following:

(1) The name, business address, mailing address, cell and/or business telephone numbers, email, and fax number (if any) of the person or entity who will engage in the business (the “applicant”); if different, the name, business and mailing address, telephone number and fax number and after-hours emergency; and the person authorized to accept service of process.

(2) If the business is advertised to the public by name or designation other than the name of the applicant, that name or designation and proof of filing of a fictitious business name statement.

(3) A detailed description of the nature of the business, including, but not limited to, a listing of all Federal, State, County and other required permits or licenses, including any contractor’s state permit or license number and category.

(4) An employer shall disclose on the application the number of professional associates as defined herein as of the date of the license application or renewal and the type of license held by each such person. An additional fee shall be payable annually for each associate. The employer also shall disclose on the application the total number of employees of the business as of the date of the application.

(5) A statement whether the business is a mobile vendor providing services from its vehicle(s) and the number of vehicles providing services within the City.

(6) The signature of the applicant or corporate agent acknowledging under penalty of perjury that the information provided on the application is true and correct to the best of that person’s knowledge and that the applicant or corporation is responsible for all applicable fees; and such other and further information as the City Council or City Manager may deem necessary.

(7) The application shall not be deemed filed unless the form has been filled out completely and accurately and all applicable fees paid.

(8) It is a violation of this Code, intentionally to give any false or misleading information on the business license application.

5.01.050 Annual renewal.

(a) The first business license obtained by a business shall be good through December 31 of each year no matter on what date it was obtained.

(b) Thereafter, a business license shall be valid from January 1 through December 31 of each year. There shall be no refund if the business closes or the number of associates decreases during any year; there shall be no additional charge during that year if the number of associates increases.

(c) The license shall be renewed annually by the filing of a renewal application, accompanied by payment of the appropriate fee as set by Resolution of the City Council from time

to time. The renewal and fee shall be delinquent after January 31 of each calendar year. Failure to renew or failure to indicate that your business is not renewing shall result in payment of late fees. The business is not allowed to apply for a new business license to avoid late penalties.

(d) The City may send a notice of renewal to each person holding a business license on or about December 31 of each year. The notice shall be sent to the business mailing address and/or email address set out in the application and shall remind the person of the requirement to renew his or her business license and how to do so. Failure of the City to send or the person to receive a renewal notice shall not waive the renewal requirement.

(e) An application for renewal and payment must be received on or before July 1 of the year following the expiration date, otherwise the business must file an application and payment for a new business license. Any business filing an application and payment for a new business license because of failure to file a renewal on or before July 1 shall not be entitled to the proration authorized by 5.01.130.

5.01.060 Posting license.

Every business license shall be posted in a conspicuous place upon the premises where such business is conducted or, for a home occupation or mobile operator, the license shall be readily available and produced in response to a request from the City Manager, duly authorized law enforcement officers and City code enforcement officers.

5.01.070 Form and content of license

(a) The business license shall be prepared and issued upon approval by the City Manager.

(b) The license shall be deemed null and void if the license application is determined to contain any false or misleading information.

(c) Each license shall state on its face the following:

- (1) The name of the business or person to whom the license is issued;
- (2) The location of the business;
- (3) The date of the issuance of the license;
- (4) The date of the expiration of the license;
- (5) The license control number, unique to each license;
- (6) The official seal of the City;
- (7) All other required permits or licenses including but not limited to contractor's licenses;

(8) The number of associates, if any, which the business had; and

(9) Such other and further information as the City Council or City Manager shall deem appropriate.

5.01.080 Powers and duties of City Manager regarding licenses.

(a) The City Manager may enforce the provisions of this Chapter with duly authorized law enforcement officers or City enforcement officers all of whom shall have the authority to enter, examine all places of business within the City and their business license records or business vehicles to confirm compliance with this Chapter. Any such entry shall comply with applicable constitutional requirements.

(b) The City Manager performing the duties of the license collector shall have access to State and local summary criminal history information to fulfill his or her duties regarding licensing. Penal Code Section 432.7, Stats. 1974 and Ch. 1321 shall apply to such information.

(c) The City Manager at a minimum shall keep a record of all licenses, the term, to whom issued, the location of the business, the amount of the fee paid and any other necessary information.

5.01.090 Transfer of business license.

(a) When a business is transferred from one location to another location within the City, the current license may be amended by the City Manager authorizing the conduct of the business at the new location upon submittal of such request to the City in writing.

(b) Otherwise, application for any transfer or assignment shall be filed on a form provided by the City for that purpose prior to the effective date of the transfer or assignment. The transfer application shall not be deemed filed unless the licensee or such person has filled out the form completely and accurately duly authorized representative and the fee paid. A transfer or assignment may not be from one person to another.

5.01.100 Compliance with other laws and regulations.

(a) The fact that a business license has been issued does not authorize or legalize any business or business activity which violates any Federal, State, or local governmental ordinance or regulation, nor shall the issuance of a business license be construed as permitting a business in a zone or land use district where such business otherwise is not permitted.

(b) In any trade or profession where a City, County, State or Federal license or permit is required, such license or permit shall first be exhibited to the City Manager before a City business license is issued. However, the City shall not be responsible for verifying or confirming the validity of any other license, permit or requirement.

(c) A City business license shall not modify any requirement for a business to obtain any necessary City land use entitlements or City building permits prior to operating the business

in and at its location. In applying for a building permit or other entitlement for a business, the applicant shall provide the license control number.

(d) Nothing in this Subsection shall preempt any Property Owner's Association and/or CC&R requirements or restrictions that must be met separately.

5.01.110. Evidence of doing business within the City.

The following circumstances shall be considered evidence that a person is conducting business within the City.

(a) The person consistently represents, holds out or advertises in any sign advertising, card, brochure, website or other on-line listing, telephone book, magazine, newspaper or otherwise that he/she/it is doing business in the City.

(b) The person holds a current license or permit issued by a governmental entity indicating the person is doing business within the City.

(c) The person is observed by reliable witnesses regularly providing services to those within the City.

(d) Real estate agents or brokers who post signs within Canyon Lake even without an office location in the City are doing business in the City.

(e) Notwithstanding, a person may provide to the City a sworn statement, acceptable in form to the City, stating that he or she is not doing business within the City. The City may determine whether or not to accept such statement.

5.01.120. Exemptions from licensing requirement.

No business license (either application or fee) shall be required of or for:

(a) Places of worship to the extent used for the exercise of religion (not including schools, housing, or businesses);

(b) Occasional garage sales, including, but not limited to, yard, lawn, attic, patio, moving or rummage sales held to sell, exchange, trade or dispose of surplus household or personal goods belonging to those conducting the garage sale on their own residential premises, which sales may not be conducted for more than three 48-hour periods per calendar year;

(c) Occasional, seasonal, or sporadic temporary bazaars, carnivals or other sales conducted by charitable or public service organizations (IRC Section 501(c)(3), (4) or (6), or California nonprofit public benefit corporations or similar unincorporated associations) for fund raising purposes were conducted with a temporary use permit or where no temporary use permit is required;

(d) Minors selling goods to raise funds for schools or for established non-profit public service organizations such as Boy Scouts, Girl Scouts, Camp Fire Girls and so forth;

- (e) Group homes of six persons or fewer or similar facilities exempt under state or federal law;
- (f) Churches when engaging in religious activities (not including operation of a school);
- (g) Domestic household help in the employ of an individual homeowner, or a small or large family daycare home as that term is defined in Health & Safety Code § 1597.45; or
- (h) Other businesses that the City may not regulate.

5.01.130. Fees.

(a) The City Council by resolution shall determine and adopt a schedule of fees to cover the cost of business licensing and regulation. Additional fees shall be charged for late applications or failure to file for a license. Such fees shall be a personal debt of the applicant. Businesses commencing at any time during the second half of an annual licensing period (July 1 through December 31) shall pay fifty percent (50%) of the minimum annual license fee.

(b) Single day vendor permit is available for special events. Vendors may qualify for a single-day special event vendor permit for a reduced fee as adopted by the City Council. This fee will only cover the community event date referred to on the submitted and approved application.

5.01.140. Penalties for violation.

(a) The City may enforce the requirements of this Chapter in any manner legally available, including but not limited to administrative citations.

(b) Any person who violates any provision of, or fails to comply with any requirement of, this Chapter is guilty initially of an infraction and, upon conviction thereof, shall be punished in accordance with Canyon Lake Municipal Code Section 1.01.200. A third violation shall be a misdemeanor and shall be punished as set out therein.

(c) Any violation of this Chapter is deemed a public nuisance.

Section 2. Effective Date. This ordinance shall be effective 30 days from the date of its adoption. The amendment of this ordinance shall have not void warnings or citations issued under the prior ordinance before the effective date of this ordinance.

Section 3. CEQA Findings. The City Council finds that the Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Code of Regulations CEQA Guidelines Section 15061(b)(3) in that it is no possibility it may have significant effect on the environment.

Section 4. Clerical Errors. The City Council directs the City Clerk to correct any clerical errors found in this Ordinance including, but not limited to, typographical errors, irregular numbering and incorrect section references.

Section 5. 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 6. Publication. 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 8th day of November, 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: Jeff LaTendresse, Fire Chief

DATE: November 8, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager to Enter into a Lease/Purchase Agreement with PNC Equipment Finance, LLC, for a New Type I Fire Engine in the Amount of \$1,176,148.24

Recommendation

Adopt Resolution No. 2023-39 authorizing the City Manager to enter into a Lease/Purchase Agreement with PNC Equipment Finance, LLC, for a new Type I structural fire engine in the amount of \$1,176,148.24.

Background

At the October 11, 2023, City Council meeting, the City Council approved the purchase of a new Type I structural fire engine from South Coast Fire Equipment of Corona. The engine will be built by Pierce Manufacturing and will be delivered in approximately forty-three to forty-six months. The fire engine will be Lease/Purchased through PNC Equipment Finance, LLC, and as part of the lease agreement a Resolution is required.

Fiscal Impact

None with the adoption of the Resolution. The first lease payment will not be due until August of FY 2028/2029. At that time, the annual payment will be determined based on 10-year lease term, the current interest rate, and the total purchase price of \$1,176,148.24. The proposed costs will be included in the City's future financial projections.

Attachments

1. Resolution No. 2023-39

ATTACHMENT 1

RESOLUTION NO. 2023-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE/PURCHASE AGREEMENT WITH PNC EQUIPMENT FINANCE FOR THE PURCHASE OF ONE TYPE I STRUCTURAL FIRE ENGINE

WHEREAS, South Coast Fire Equipment is a local vendor for Pierce Manufacturing which provides fire engines for the Cities of Murrieta, Riverside, Palm Springs, and Cathedral City; and

WHEREAS, the Houston-Galveston Area Council (H-GAC) conducted a competitive bid process and has obtained competitive pricing for such vehicles for participating members; and

WHEREAS, the City is authorized under the Canyon Lake Municipal Code section 3.08.070 to award contracts for materials, supplies, equipment or services; and

WHEREAS, PNC Equipment Finance, LLC (“Lessor”) shall act as lessor under said lease; and

WHEREAS, the lease/purchase agreement will commence one year after delivery of the fire engine, which is expected to take between forty-three to forty-six months.

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

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

Section 2. The City Council authorizes the City Manager, or their designee, enter into a lease/purchase agreement for one (1) Type I structural fire engine from PNC Equipment Finance through H-GAC for a cost of \$1,176,148.24.

Section 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 4. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED on this 8th day of November, 2023.

Jeremy Smith, Mayor

ATTEST:

Sheryl L. Garcia, MMC, CPM
City Clerk



ITEM NO. 8

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Nicole Dailey, City Manager

BY: Kayla Malin, Accountant and Human Resources Specialist

DATE: November 8, 2023

SUBJECT: Adopt a Resolution for and Amendment to the Public Agency Retirement Services (PARS) plan to specify tiers for the employer and employee contributions for Canyon Lake Fire Department staff

Recommendation

Adopt Resolution No. 2023-40 Authorizing an Amendment to the City's Public Agency Retirement System (PARS) Defined Contribution Plan for Fire Safety Employees

Background

In 1990, Congress enacted the Omnibus Budget Reconciliation Act (OBRA 90) which mandates that all public employees who are not members of their employer's existing retirement system be covered by Social Security or an alternate plan. At the time of establishing the Canyon Lake Fire Department, the City established a defined contribution plan with the Public Agency Retirement Services (PARS) for all full-time fire safety employees employed on or after December 1, 2021.

Earlier this year, the City proposed compensation changes for the Canyon Lake Fire Department. In June 2023, the City Council agreed to such changes as part of the Fiscal Year 2023-2024 operating budget. As part of these discussions, the City agreed to increase the employer contribution and decrease the employee contribution for full-time fire management and full-time, regular fire safety employees.

Discussion

All Canyon Lake Fire Department employees are currently enrolled in the PARS Plan. To update the City's PARS defined contribution plan with various approved benefit levels for fire safety employees, the City must formally amend its existing plan and establish tiers of eligibility by resolution.

The City is proposing three tiers for fire safety employees, which began July 1, 2023. First, for full-time fire management employees the City pays the full contribution of 15 percent. Second, for all other full-time, regular fire safety employees employed for one year or longer, the City pays 12.50 percent, and the employee pays the remaining 2.5 percent. And, lastly, for those full-time, regular fire safety employees newly hired and/or with less than one year of employment, the City pays 7.50 percent, and the employee pays 7.50 percent of the contribution.

Fiscal Impact

There is no fiscal impact as this was included in the Fiscal Year 2023-2024 Operating Budget.

Attachments

1. Resolution No. 2023-40

ATTACHMENT 1

RESOLUTION NO. 2023-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CITY’S PUBLIC AGENCY RETIREMENT SYSTEM (PARS) DEFINED CONTRIBUTION PLAN FOR FIRE SAFETY EMPLOYEES

WHEREAS, the City of Canyon Lake (the “Employer”) adopted the City of Canyon Lake Public Agency Retirement System (PARS) Defined Contribution Plan (the “Plan”) to provide a defined contribution program to Eligible Employees, effective December 1, 2021;

WHEREAS, the Employer reserves the right to amend the Plan from time to time pursuant to Section 7.3 of the Plan;

WHEREAS, in accordance with an agreement between the Employer and its fire safety Employees, the Employer desires to amend the Plan to modify the Employee and Employer contribution percentages for full-time fire management and full-time, regular fire safety employees.

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

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

Section 2. The City Council authorizes the amendment of the Plan to: (a) establish tiers of eligibility for full-time fire management employees and full-time, regular fire safety employees; and (b) modify the Employer and Employee contribution percentages for each tier of eligibility under the Plan, as follows:

- a. Effective July 1, 2023, full-time, fire management Employees employed by the Employer on or after December 1, 2021, will receive an Employer contribution of fifteen percent (15%) of Compensation. The Employee will contribute zero percent (0%) of Compensation.
- b. Effective July 1, 2023, full-time, regular fire safety Employees employed by the Employer on or after December 1, 2021, and who are employed for a period of one or more years, will receive an Employer contribution of twelve and one-half percent (12.50%) of Compensation. The Employee will contribute two and one-half percent (2.50%) of Compensation.
- c. Effective July 1, 2023, full-time, regular fire safety Employees hired by the Employer on or after July 1, 2023, and who are employed for a period of less than one year will receive an Employer contribution of seven and one-half percent (7.50%) of Compensation. The Employee will contribute seven and one-half percent (7.50%) of Compensation.

Section 3. As Plan Administrator, the City Manager is hereby authorized to execute the Plan amendment substantially in the form attached as Exhibit “A”, with any modifications that the City Manager deems necessary or appropriate to reflect the intent of the City and this resolution.

Section 4. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 5. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

Section 6. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 8th day of November, 2023.

Jeremy Smith, Mayor

ATTEST:

Sheryl L. Garcia, MMC, CPM
City Clerk

EXHIBIT “A”

PLAN AMENDMENT

[attached]

**AMENDMENT TO THE
CITY OF CANYON LAKE
PARS DEFINED CONTRIBUTION PLAN**

WHEREAS, the City of Canyon Lake (the “Employer”) has previously adopted the City of Canyon Lake PARS Defined Contribution Plan (the “Plan”) effective December 1, 2021, for the benefit of eligible employees; and

WHEREAS, the Employer reserves the right to amend the Plan from time to time pursuant to Section 7.3 of the Plan; and

WHEREAS, in accordance with an agreement between the Employer and its fire safety Employees, the Employer desires to amend the Plan to establish tiers of eligibility for full-time fire management and full-time, regular fire safety employees and modify the Employee and Employer contribution percentages for full-time fire management and full-time, regular fire safety employees.

NOW, THEREFORE BE IT RESOLVED, the Plan is hereby amended effective July 1, 2023, as follows:

1. Article I, Section 1.1, **Eligibility for Participation**, is hereby amended to establish a Tier I, Tier II, and Tier III of eligibility:

1.1 Eligibility for Participation

An Eligible Employee shall participate in this Plan if he or she meets the eligibility requirements under one of the following tiers:

Tier I

- (a) is a full-time, fire management Employee of the Employer, on or after December 1, 2021; and
- (b) is not eligible to participate under Tier II or Tier III of this Plan.

Tier II

- (a) is a full-time, regular fire safety Employee of the Employer, on or after December 1, 2021;
- (b) employed by the Employer for a period of one or more years; and
- (c) is not eligible to participate under Tier I or Tier III of this Plan.

Tier III

- (a) is a full-time, regular fire safety Employee of the Employer hired on or after July 1, 2023;
- (b) employed by the Employer for a period of less than one year; and
- (c) is not eligible to participate under Tier I or Tier II of this Plan.

2. Article II, Section 2.1, **Amount of Employer Contributions**, is hereby amended in its entirety to read:

2.1 Amount of Employer Contributions

There is hereby created and established and shall be maintained by the Plan Administrator the Employer Contribution Account.

Tier I

Effective July 1, 2023, for each day that an Employee remains a Participant under Tier I of this Plan, it is the intention of the Employer to make a contribution to the Plan in an amount equal to fifteen percent (15%) of Compensation to the Plan.

Tier II

Effective July 1, 2023, for each day that an Employee remains a Participant under Tier II of this Plan, it is the intention of the Employer to make a contribution to the Plan in an amount equal to twelve and one-half percent (12.50%) of Compensation to the Plan.

Tier III

Effective July 1, 2023, for each day that an Employee remains a Participant under Tier III of this Plan, it is the intention of the Employer to make a contribution to the Plan in an amount equal to seven and one-half percent (7.50%) of Compensation to the Plan.

Such contribution shall be made before the close of the Plan Year and subject to the limitation provisions of Section 2.7 of the Plan. Employer contributions will be allocated to each Participant in the ratio that such Participant's compensation bears to the compensation of all Participants. This amount shall be credited to the Employer Contribution Account. Employer contributions are subject to change at the discretion of the Employer.

- 3. Article II, Section 2.2, **Amount of Employee Contributions**, is hereby amended in its entirety to read:

2.2 Amount of Employee Contributions

There is hereby created and established and shall be maintained by the Plan Administrator the Employee Contribution Account.

Tier I

Effective July 1, 2023, for each day that an Employee remains a Participant under Tier I of this Plan, the Employee shall contribute zero percent (0.00%) of Compensation to the Plan.

Tier II

Effective July 1, 2023, for each day that an Employee remains a Participant under Tier II of this Plan, the Employee shall contribute two and one-half percent (2.50%) of Compensation to the Plan.

Tier III

Effective July 1, 2023, for each day that an Employee remains a Participant under Tier III of this Plan, the Employee shall contribute seven and one-half percent (7.50%) of Compensation to the Plan.

The amount of the Employee contribution to the Plan under this section shall be determined exclusively by the Employer and subject to the limitation provisions of Section 2.7 of the Plan. This amount shall be credited to the Employee Contribution Account.

- 4. All other provisions of the Plan shall remain in full force and effect.

IN WITNESS THEREOF, this Amendment is hereby adopted effective as of the date executed below.

CITY OF CANYON LAKE

By: _____
Nicole Dailey

Its: City Manager _____

Date: _____



ITEM NO. 9

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Nicole Dailey, City Manager

DATE: November 8, 2023

SUBJECT: Award of a Professional Services Agreement to Animal Friends of the Valleys, Inc. for Animal Control Services, Amendments to Canyon Lake Municipal Code Chapter 10.16 and Animal Control Boarding Fees

Recommendation

1. Approve and authorize the City Manager to execute a Professional Services Agreement with Animal Friends of the Valleys, Inc. (AFV) to provide animal control services through June 30, 2026, at cost of \$43,050 per year, in such final form as approved by the City Attorney; and
2. Adopt Resolution No. 2023-41 Amending the Canyon Lake Citywide Fee Schedule in Relation to Animal Control Fees; and
3. Introduce and read by title only waiving further reading of Ordinance No. 237 - An Ordinance of the City Council of the City of Canyon Lake, California, Amending Section 10.16.010(b) of the Canyon Lake Municipal Code (CLMC) to address dogs running at large.

Background

The City of Canyon Lake has contracted with AFV to provide a full range of animal control services to safeguard the health and safety of its citizens and domestic animals for the last 33 years. These services include field services, after-hours emergency response, humane treatment of animals, public education, and enforcement of the City's related animal control municipal codes.

The City is responsible for providing animal control and sheltering services to its residents, either directly, by contract or similar arrangements. Since incorporation in 1990, the City of Canyon Lake has contracted with AFV for animal control services. In 2004, the City also began contracting with AFV for animal sheltering services. Each of these services are governed by separate agreements. The City's animal sheltering services are covered by an agreement with the Southwest Communities Financing Authority (SCFA) administered by Riverside County on behalf of the City and neighboring cities.

Since 2011, the City’s agreement for animal control services with AFV has not changed and the pricing has remained the same. In 2014 and 2017, the City amended this agreement for three additional years. However, there were no changes made to the services. Since 2020, the City has signed amendments extending the agreement for one year at a time. The latest extension ended June 30, 2023, and the City has been operating on a month-to-month basis with AFV.

In December 2022, the City adopted a Comprehensive Citywide User Fee and Rate Study. As part of the City’s overall study, the City established its latest animal control fees.

Discussion

In the last few months, staff have met twice with AFV to discuss existing services and needs for the City as part of renewing or approving a new agreement. From these meetings, AFV identified three requests for the City’s consideration: amending running at large in the Canyon Lake Municipal Code, increasing boarding fees which are no longer adequate to cover AFVs costs for services, and adding a cost-of-living adjustment to future fees for services.

Based on recent cost-of-living increases, AFV is suggesting a 2.5 percent increase, or \$87.50 per month, for a total cost of \$3,587.50 per month for services as shown in the attached agreement and compensation schedule. This is a minimal increase. This year AFV began implementing the use of Data Ticket to collect fines/fees associated with animal control services to better offset service costs in the cities they serve. Since implementation in June 2023, AFV has sent 153 people to collections in the City of Canyon Lake.

According to AFV, the existing service levels remain adequate to best serve the City of Canyon Lake. Therefore, proposed animal control services will remain the same and have been outlined in the attached scope of work.

Staff is recommending approval of a new, long-term agreement with AFV for animal control services for three years through June 30, 2026, with an option for two, 12-month extensions as approved by the City Manager with a proposed increase of up to 2.5 percent per year for inflation.

In addition to finalizing the new agreement, AFV is urging all cities in their service area to increase their boarding fees to better align with the overall cost of boarding animals at the shelter, when needed. Therefore, AFV has recommended the following changes to the City’s Animal Control Boarding Fees for certain animal types:

Boarding	Old Fee	New Proposed Fee
Dogs or Cats	\$12.00	\$20.00
Horses, Ponies, Cattle	\$12.00	\$20.00
Swine, Goats, Sheep	\$12.00	\$12.00 – No Change
Fowl, Rodents, Reptiles, Amphibians	\$5.00	\$5.00 – No Change

Lastly, AFV has requested a minor change to the CLMC related to animals running at large. AFV has struggled with dogs that are not restrained in residents' front yards that often dart into the roadway and/or chase individuals, golf carts, etc. As such, AFV has suggested the City revise its provisions associated with running at large to further clarify the intent of this municipal code section, which requires that any animal outside of the fenced premises of a property shall be restrained in some way to avoid such concerns in the community and to protect the overall health and safety of residents and their animals.

Fiscal Impact

For Fiscal Year 2023-2024, the total estimated cost is \$42,525 and will require a budget adjustment of \$525 due to the cost-of-living adjustment. For the remaining fiscal years, the cost is estimated at \$43,050 per year subject to a 2.5 percent cost-of-living adjustment each fiscal year.

Attachments

1. Professional Services Agreement with Animal Friends of the Valleys
2. Resolution No. 2023-41
3. Ordinance No. 237

ATTACHMENT 1

**PROFESSIONAL SERVICES AGREEMENT
FOR ANIMAL CONTROL SERVICES
BETWEEN THE CITY OF CANYON LAKE AND ANIMAL FRIENDS OF THE VALLEYS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 8th day of November 2023 (“Effective Date”), by and between the City of Canyon Lake (“City”), a California municipal corporation and Animal Friends of the Valleys, Inc., a California nonprofit corporation (“Consultant”). For the purposes of this Agreement City and Consultant are sometimes hereinafter referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

1. The City desires Consultant to provide a full range of animal control services for the purpose of safeguarding the health and safety of the population of the City and the health and safety of its domestic animals, and for the purposes of promoting the humane treatment of animals and the stimulation of public support for enforcement of City ordinances related to animal control.
2. Consultant has the ability to provide such services and was selected by City on the basis of Consultant’s demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.
3. City has authority to enter into this Agreement and the City Manager has authority to execute this Agreement.
4. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 2 “Scope of Services” of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT

- (a) Subject to the provisions of Section 21 "Termination of Agreement" of this Agreement, the Term of this Agreement is through June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement, commencing on Effective Date, unless otherwise extended by written agreement of the Parties. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed two (2) additional twelve (12) month renewal terms by giving written notice to the Consultant no less than 30 days before the expiration of this Agreement, such notice shall be exercised by the City Manager.

- (b) The City Manager may, in his or her sole discretion, unilaterally exercise an option to extend the Agreement on a month-to-month basis following expiration on the same terms and conditions, including compensation as set forth in Section 4 “Compensation.”
- (c) Consultant acknowledges that the Agreement term may extend over multiple City fiscal years, and that work and compensation under this Agreement is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Agreement may be terminated by the City Manager at the end of a fiscal year when sufficient funding is not appropriated and authorized for the subsequent fiscal year. City is not obligated to pay Consultant for any amounts not duly appropriated and authorized by City Council.

SECTION 2. SCOPE OF SERVICES

Subject to this Agreement, all addendums and exhibits attached and incorporated hereto, Consultant agrees to perform the services and tasks set forth in Exhibit “A,” “Scope of Services” (hereinafter, the “Services”), and the City agrees to retain and does hereby retain Consultant for the Services.

SECTION 3. ADDITIONAL SERVICES

Consultant shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 25 “Administration and Implementation” or Section 27 “Amendment” of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION

- (a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit “B” “Compensation” and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed \$43,050 (“Not to Exceed Amount”), subject to an annual cost-of-living adjustment of up to 2.5 percent per year unless other additional compensation is approved in writing in accordance with Section 25 “Administration and Implementation” or Section 27 “Amendment” of this Agreement.
- (b) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- (c) If this Agreement is extended pursuant to Section 1 “Term of Agreement,” the City shall pay the same rates specified in Exhibit “B” “Compensation.”

SECTION 5. METHOD OF PAYMENT AND INVOICING

- (a) Payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 23, "Notices" hereof. Under no circumstances shall the total amount paid to Consultant under this Agreement exceed the City Manager's authority without approval by the City Council.
- (b) Consultant shall submit within 30 days of the end of each month a complete and accurate written itemized invoice for services performed and/or goods provided. The invoice must be in a format approved by City. In order to receive payment, Consultant shall submit to City an itemized invoice, on a monthly basis, for services performed pursuant to this Agreement. Each itemized invoice shall identify at the top of the first page, the Not to Exceed Amount (as set by Section 4(a) above), the total amount billed to date, the services rendered during the billing period, and the amount due for the statement invoice for which reimbursement is sought in the statement invoice. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub consultant contracts. Sub consultant charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in Section 4(a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of tasks performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.
- (c) Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- (d) The Parties estimate that performance of this Agreement will be accomplished without an increase in the Not to Exceed Amount. Consultant shall notify the City in writing whenever it has reason to believe that the costs the Consultant expects to incur under this Agreement in the following sixty (60) days, when added to all costs previously incurred, will exceed eighty percent (80%) of the Not to Exceed Amount specified herein. As part of the notification, the Consultant shall provide the City with a revised estimate of the total cost of performing this Agreement.
- (e) At the end of each Fiscal Year during the Term, the Consultant shall submit a full organizational wide reconciliation of all services provided and all revenues collected, including licensing and citation fees and payment for services remitted by the City. Any costs for services that are not covered by such revenues will be paid as a one-time payment by the City no later than forty-five (45) days after receipt of the Fiscal Year-end

reconciliation. Any revenues collected by the Consultant that exceed the total cost of service shall be returned to the City as credit toward future services and/or programs.

SECTION 6. INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 17 "Indemnification" and Section 18 "Insurance."

SECTION 7. OWNERSHIP OF DOCUMENTS

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing the Services pursuant to this Agreement, Consultant's guarantees and warranties in Section 11 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 8. INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

For no additional compensation, Consultant hereby assigns to City all of Consultant's rights, title, and interest in and to the content of all deliverable materials created by Consultant or its employees, agents, or sub consultants, including copyrights, in connection with the Services performed under this Agreement. Consultant shall promptly execute and deliver, and shall cause its employees, agents, and sub consultants to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the deliverable materials. For purposes of this section deliverable materials includes all works, tangible or not, created under this Agreement including, without limitation, documents, material, data, reports, manuals, specifications, artwork,

drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, website, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. The provisions of this paragraph are binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

SECTION 9. CONSULTANT'S BOOKS AND RECORDS

- (a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of the Services. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.
- (b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices, "Section 23," of this Agreement.
- (c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors in interest and authorized representatives.

SECTION 10. INDEPENDENT CONTRACTOR

- (a) Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- (b) The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have

control over the conduct of Consultant or any of Consultant's officers, employees, sub consultants or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

- (c) Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 11. STANDARD OF PERFORMANCE

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Consultant under this Agreement, and shall use such skill, prudence, and diligence as other members of Consultant's profession commonly possess and exercise. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Services" that shall also be applicable to Consultant's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 12. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained or shall promptly obtain all necessary licenses to perform the Services set forth in this Agreement and that such licenses are in good standing, including but not limited to obtaining a City business license. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 13. PREVAILING WAGE LAWS

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. To the

extent applicable, Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

SECTION 14. NONDISCRIMINATION

Consultant and subconsultants shall not unlawfully discriminate, harass, or allow harassment against any person because of sex, sexual orientation, gender, gender identity, gender expression, reproductive health decision-making, race, color, religious creed, marital status, ancestry, national origin, medical condition, genetic information, age, disability (mental and physical), or military or veteran status in connection with or related to the performance of this Agreement. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code of Regs, tit. 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, § 12990 (a)-(f), are incorporated into this Agreement by reference and made a part hereof as set forth in full (Cal. Code of Regs, tit. 2, § 7285.0, et seq.). Consultant shall include the non-discrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

SECTION 15. CONFLICTS OF INTEREST

- (a) Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of the Services. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.
- (b) City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.
- (c) City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 16. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

- (a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such

information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

- (b) Consultant, its officers, employees, agents or sub consultants, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- (c) If Consultant, or any officer, employee, agent or sub consultant of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.
- (d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION 17. INDEMNIFICATION

- (a) To the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with legal counsel reasonably selected by the City) and hold harmless City and any and all of its elected and appointed officials, officers, employees, representatives and agents ("Indemnified Parties") from and against any and all claims, actions and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgments, losses, injuries (including, without limitation, injury to or death of an employee of Consultant or sub consultants), liabilities of every kind (including, without limitation, incidental and consequential damages, court costs, and litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and cost of investigation), damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, performance of Services by Consultant, its officers, agents, employees, representatives, sub consultants, anyone directly or indirectly employed by any of them, or anyone that they control. Consultant's duty to indemnify, protect, defend and hold harmless Indemnified Parties, shall not include any Claims arising from the sole negligence or willful misconduct of the Indemnified Parties.
- (b) Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub consultant, subcontractor or

any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and this section.

SECTION 18. INSURANCE

Consultant agrees to obtain and maintain in full force and effect during the Term of this Agreement the insurance policies set forth in Exhibit “C” “Insurance” and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Consultant agrees to provide City with copies of required policies upon request.

SECTION 19. ASSIGNMENT

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the City, which may be given in the sole and absolute discretion of the City Manager. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 21 “Termination of Agreement.” City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize sub consultants.

If in the performance of its duties Consultant utilizes sub consultants or subcontractors, Consultant covenants that subcontracts, if any, shall contain a provision making sub consultants or subcontractors subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 18 “Insurance.” The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any sub consultant or subcontractor for purposes of establishing a duty of care between any sub consultant or subcontractor and the City.

SECTION 20. CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors / sub consultants, if any, assigned to perform the Services. Consultant shall notify City of any changes in Consultant’s staff and subcontractors/sub consultants, if any, assigned to perform the Services prior to and during any such performance.

SECTION 21. TERMINATION OF AGREEMENT

- (a) City may terminate this Agreement in its sole and absolute discretion, with or without cause, at any time by giving written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- (b) Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.
- (c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.
- (d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant’s possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 5 “Method of Payment and Invoicing” of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 5 “Method of Payment and Invoicing” of this Agreement.
- (e) Upon written notice, City may suspend all or any portion of Consultant’s performance under this Agreement at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City will pay to Consultant a sum equivalent to the reasonable value of the services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Consultant with written notice of the rescission, at which time Consultant would be required to resume performance in compliance with the terms and provisions of this Agreement. Consultant will be entitled to an extension of time to complete performance under this Agreement equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

SECTION 22. EXCUSABLE DELAYS

Neither Party shall be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of either Party. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Canyon Lake
Attn: Nicole Dailey, City Manager
31516 Railroad Canyon Road
Canyon Lake, CA 92587

To Consultant: Animal Friends of the Valleys
Attn: Executive Director
33751 Mission Trail
Wildomar CA 92525

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

SECTION 25. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 27 "Amendment" and the City Manager's contracting authority under the City of Canyon Lake Municipal Code.

SECTION 26. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 27. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 28. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 29. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 30. ATTORNEY’S FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney’s fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 31. ENTIRE AGREEMENT.

This Agreement, including the attached exhibits and addendums, along with any amendments thereto, is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 32. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 33. INCORPORATION AND CONFLICTING TERMS.

(a) The following documents are incorporated and made part of this Agreement by this reference:

1. All exhibits and addendums
2. All amendments
3. Consultant's proposal, if any
4. Any laws, regulations, requirements, or restrictions, applicable to the funding source used by City to pay Consultant for any portion of work done under Agreement ("Funding Restrictions")

(b) The documents listed above shall be referred to collectively as the "Agreement Documents." The Agreement Documents are intended to be complementary, and a requirement in one Document is effective as if it appeared in all the Documents. In the event of a conflict between any of the Agreement Documents, the Documents shall be given effect in the following order: Funding Restrictions, Amendments (most recent first), this Agreement, Insurance requirements, exhibits and addendums, and Consultant's proposal. Where the requirements of one Document are more stringent than another the more stringent shall govern.

SECTION 34. TIME OF THE ESSENCE.

Time is of the essence for each and every provision of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF CANYON LAKE

ANIMAL FRIENDS OF THE VALLEYS,
INC., a California nonprofit corporation

By: _____
Nicole Dailey, City Manager

By: _____

Its: _____

ATTEST:

By: _____
Sheryl L. Garcia, City Clerk

APPROVED AS TO FORM:

By: _____
Steven Graham, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

1. Services To Be Provided. Contractor shall operate a complete animal control program for the City consisting of, but not limited to, field services, shelter operation, and licensing. Animal Friends of the Valleys will provide one (1) Animal Control Officer and a fully equipped vehicle. The Animal Control Officer will be serving the City of Canyon Lake 3 hours per day, 5 days per week, as well as emergency calls after hours, on weekends and holidays.

In the conduct of this program, Contractor shall perform the following specific functions:

(a) **Field services.** Assign one field service officer appointed as Animal Control Officer. Routine field services will be provided as necessary within the hours limitation of this Agreement. The number of hours per week include, but are not necessarily limited to administrative hearings, routine mobile patrols, investigative and rescue time, court appearances and impoundment of dangerous, wild, injured or loose animals. Contractor shall always assign a sufficient number of field service employees to duty to meet the needs of this Agreement. Assist law enforcement, fire department, and Fish & Game as requested and in extreme situations that arise such as the removal of vicious dogs in drug raids, cock fighting, organized dog fighting, evacuation of animals during disasters, etc.

Investigate and pursue action on complaints of public nuisances, leash law violations, and barking dog complaints. Hold hearings in compliance with municipal codes regarding public nuisances and potentially dangerous/vicious animals.

Telephone service for members of the public shall not be less than seven and one half (7 1/2) hours per day on a schedule approved by the City Manager. The Shelter shall be open from 10:00 a.m. to 4:00 p.m. Monday through Saturday, except for Wednesdays. The hours on Wednesday shall be from 10:00 a.m. to 7:00 p.m. Emergency response shall be available 24 hours per day; seven days per week as described in subparagraph (c).

(b) **After-Hours.** Provide a field service person either on duty or on call after regular hours as necessary to respond to emergency calls. The City and Contractor agree that any incident reported to Contractor or City staff, through the fire or law enforcement provider involving a dangerous, wild or stray injured animal, constitutes an emergency and requires immediate action by Contractor.

When the City Manager or his or her designee has reason to believe that an animal control emergency exists, the Manager or his or her designee shall notify Contractor and request a prompt response. If Contractor fails to respond to such request within a reasonable time or fails to respond at all, the City shall request in writing that Contractor send to the City a written explanation giving the reason(s) for the delay in responding or the failure to respond. Contractor's written explanation shall be submitted to the City Manager within two (2) working days from the date of the request for emergency service. This Agreement and the provisions herein shall not be construed to limit the interpretation of what constitutes an emergency and/or the need for a priority response.

(c) **Priority of Field Services.** An Animal Control Officer will respond to medical emergencies and other emergencies involving danger to humans within 30 minutes or less during regular service hours, Monday through Friday, 8:00 a.m. - 5:00 p.m. and within 60 minutes or less after regular service hours, on Saturdays and Sundays and holidays. Response time to non-emergency calls will be within 24 hours. Barking dog and public nuisance complaints will be handled within 72 hours.

Emergency calls - During regular service hours

PRIORITY ONE: To be handled immediately.

- Animals endangering health or safety of the public.
- Aggressive stray animals at large.
- Animal bites, involving animals at large.
- Sheriff, police, fire request for emergency service.
- Animal cruelty/neglect complaints.

PRIORITY TWO:

- Sick or injured stray animals.
- Animals in distress.
- Humane investigation-life threatening.
- Livestock or equine at large.

PRIORITY THREE:

- Dead animals on public property.

Emergency calls & after regular service hours - To be handled immediately:

- Animals endangering health or safety of the public.
- Sheriff, police, fire request for emergency service.
- Aggressive stray animals at large.
- Animal bites, involving animals at large.
- Sick or injured stray animals.
- Animals in distress.
- Humane investigations- life threatening.

Non-emergency calls

- Impound of confined stray animals.
- Quarantine of confined, owned animals.
- Quarantine release of biting animals.
- Leash law enforcement.
- Permit investigations.
- Humane investigation- nonlife threatening.
- Public nuisance investigations.

(d) **Proper Care and Treatment.** Provide care and treatment to any stray or abandoned animal in accordance with the provision of Penal Code of the State of California 597.1, 597e, and 597f.

(e) **Licenses for Dogs, Kennels, and Catteries.** Contractor will implement a comprehensive licensing program including conducting dog license inspections. Contractor shall issue dog licenses with appropriate proof of rabies vaccinations. Contractor shall issue licenses to operate dog kennels and catteries within City, subject to approval of the City for land use and zoning requirements for said facilities, and collect fees in connection therewith. Contractor shall provide all forms and tags for such licenses. All fees collected for dog licenses and penalties shall be accounted for by Contractor. These fees will be retained by Contractor as part of the flat monthly fee.

Contractor will be responsible for sending out license renewal letters for individual dogs. Contractor will be responsible for keeping the license database current for City residents regarding their dog licenses. Contractor will be responsible for sending out cattery and kennel license renewals and performing all inspections of the premises.

Contractor shall verify dog license status when responding to requests for service or when responding to complaints. The Animal Control or Humane Officer, as part of said officer's regular animal control duties will conduct license inspection activities during animal control investigations so as to ascertain the number of unlicensed dogs, to license such dogs and gain compliance with license requirements.

Contractor will provide a verification system whereby owners can verify the status of their animal's license by telephone, email or online access portal.

(f) **Enforcement.** Enforce all applicable provisions of the Canyon Lake Municipal Code (Animal Control) as it exists on the date of this Agreement pertaining to animals, including the issuing of warning notices or citations as necessary for violations of such Ordinances. In the event the Municipal Code is amended and the amendments would substantially alter the duties and responsibilities of Contractor under this Agreement, the parties hereto agree to meet and in good faith renegotiate those terms and conditions of this Agreement affected by such amendments.

(g) **Issuance of Warning and Citations.** Contractor will enforce all appropriate provisions of the ordinance including the issuance of notices of violations or citations as necessary for violations of the provisions of said ordinance or state law. Such revenue generated would be credited against the cost of the field service contract and reflected on each invoice for services on a monthly basis.

(h) **Clinics.** Make all necessary arrangements and conduct at least two (2) "at cost" one-day clinics for rabies vaccination and licensing of dogs each year which are open to City residents, and which may be located in the City.

(i) **Impoundment.** Impound all animals picked up at large and collect such impound fees as may be established from time to time by resolution of the City Council.

(j) **Return of Impounded Animals.** Contractor encourages the return of any lost/stray animal to the rightful owner in the field, subject to the appropriate payment of impound fees. Contractor Officers and staff will make every effort to reunite each stray animal to their owner.

(k) **Records.** Maintain and keep timely, complete and accurate records of the receipt and disposition of all animals delivered into its custody.

(l) **Animal Bites.** Investigate reported animal bites. Contractor may initially receive animal bite reports by telephone but shall respond in person to all reported bites by dogs, cats or by suspected rabid or wild animals. As part of the investigation, Contractor shall take appropriate steps consistent with the circumstances of each separate incident to locate and quarantine the suspected animal(s) and/or assist the complained and/or injured party(ies) to trap the suspected animal(s). Contractor shall contact and interview the bite victim (or the victim's parent or guardian in the case of a minor) as part of the bite investigation procedure. Bite reports shall indicate who reported the bite incident.

(m) **Quarantine.** Quarantine, as prescribed by State Law and Ordinances, all animals suspected to be rabid and/or that have bitten a person or other animal. Animals may be quarantined at home with a mandatory three time visit by an animal control officer or at the shelter in accordance with policy, at the officer discretion. All animals shall receive proper veterinary care and proper nutrition.

(n) **Stray Animal Complaints.** Investigate and pursue action on complaints and/or reports of potential violations of Municipal Code relating to animals, including unnecessary noise, in accordance with such procedures adopted by the City; respond to requests from the Fire Department and contract law enforcement provider for assistance with animal related situations.

(o) **Barking Dog Complaints.** Respond to and process barking dog complaints (public nuisances) in accordance with city ordinance. Hold public nuisance hearings for barking dog complaints that have failed to be abated.

(p) **Animal Cruelty/ Neglect Complaints.** Contractor will respond immediately to all reports of animal cruelty or neglect. Contractor will proceed under Penal Code 597 to prosecute all persons found to be abusing/neglecting animals. Contractor will file all charges and appear in court as necessary to assist the District Attorney in the prosecution.

(q) **Responding to Crowing Fowl Complaints.** Contractor will handle crowing fowl calls as a public nuisance. Contractor will handle calls accordingly.

(r) **Responding to Non-Vector Related Animal Calls.** Contractor will trap and remove skunks, opossums, raccoons, etc. Contractor will not provide vector control for rats, mice, etc. Contractor will provide information to the public for vector control, bee keeping, etc.

(s) **Trapping and Removal.** Assist city residents in the removal of domestic or wild animals from privately owned traps within twenty- four (24) hours of being notified. Trapping may not be performed on Friday or Saturday or holidays. Assist city residents in the setting of, trapping

and removal of domestic and wild animals from public and private property within five (5) days. Contractor will advise, assist and may set traps and provide a trapping program for an animal at large or a wild animal on public or private property. Contractor may provide traps for a rental fee to City residents or City may purchase traps to be used only for city residents. All traps will be available to city residents on a first come, first served basis. Contractor shall not be required to stay on the property and monitor the trap unless Animal Control feels there is a danger to human or the animal's life.

(t) **Public Nuisance Hearings.** Contractor will notify the pet owner and the public of upcoming public nuisance hearings. Contractor will conduct the hearings and will make a determination based on the facts presented at the hearing. Contractor will send an After-Hearing Order within 10 days to the pet owner and all parties that attended the hearing.

(u) **Potentially Dangerous Dog Hearings.** Contractor will notify the dog owner(s) and the public of upcoming potentially dangerous dog hearings. Contractor will conduct the hearings and make a determination based on the facts presented at the hearing. Contractor will send the After-Hearing Order to all participants that attending the hearing. Contractor will set the guidelines for the keeping of said animal (if the dog is deemed potentially dangerous). Contractor will continue to monitor the situation to ensure the guidelines are being adhered to.

(v) **Complaints Regarding Services.** Cooperate with the City to resolve any and all complaints filed with Contractor and/or the City pertaining to services provided under this agreement. The City shall submit to Contractor in writing all complaints filed with the City concerning services provided by Contractor under this Agreement. Contractor shall report in writing to the City complaints received by Contractor directly or indirectly through the City pertaining to quality of service(s) provided under this Agreement.

(w) **Attendance at Meetings.** Provide input and coordination on amendment of City animal control fees and ordinances and shall attend City Council and other City meetings as required or requested to do so.

2. **Coordination.** Contractor's Executive Director and the City Manager shall meet as agreed to discuss Agreement performance.

3. **Reporting.**

(a) Contractor shall furnish the City monthly reports upon requests.

(b) Contractor shall maintain and keep records of all expenditures and obligations incurred pursuant to this Agreement and all income and fees received according to generally recognized accounting principles. Such records shall be maintained by Contractor for a minimum of four (4) years following the termination of this Agreement unless a lesser period is approved in writing by the City Manager. The records and/or animal control operations of Contractor shall be open to inspection and audit by the City or its authorized representative as is deemed necessary by the City upon reasonable notice to Contractor. Contractor shall provide the City a copy of Contractor's full Annual financial statement immediately upon completion thereof, but in no case

later than six (6) months after the close of each fiscal year.

4. Continuing Programs. Contractor shall also implement the following programs on a continuing basis:

- (a) Spay/neuter subsidy programs for low-income persons (when funds are available)
- (b) Ordinance review and changes aimed at ending pet overpopulation
- (c) Animal Rescue Plan for domestic animals during disaster
- (d) Humane education

5. Policy & Procedure Consultation. In addition, Contractor will consult with the City and on any policy/procedure that affects Canyon Lake animals, which shall be approved by the City Manager prior to implementation.

EXHIBIT “B” COMPENSATION

Field Services:

One half of a designated animal control officer for three hours per day, Monday through Friday, of coverage for the City of Canyon Lake. Additional associated costs include after-hour calls, administrative costs, and animal control vehicles.

Veterinarian Services:

Emergency veterinarian services (as needed). Fee to be passed on based on charge from negotiated pricing with veterinarian.

Estimated Cost:

AFV estimates animal control services for the City of Canyon Lake include field services, licensing, and veterinarian services at a flat monthly rate. Under this agreement, AFV retains all licensing/citation fees collected to cover all related costs for services above and beyond the City’s monthly payment.

The City currently pays \$3,500 per month. **Beginning January 1, 2024, the City will be subject to a cost-of-living adjustment of 2.5%, or \$87.50, per month. The new proposed monthly cost will be \$3,587.50.**

The proposed cost is subject to a cost-of-living adjustment of up to 2.5 percent per fiscal year billable as of July 1st of each fiscal year.

At the end of each Fiscal Year, AFV shall submit a full organizational wide reconciliation of all services provided and all revenues collected including licensing and citation fees and payment for services remitted by the City. Any costs for services that are not covered by such revenues will be paid as a one-time payment by the City no later than forty-five (45) days after receipt of the Fiscal Year-end reconciliation. Any revenues collected by the Consultant that exceed the total cost of service shall be returned to the City as credit toward future services and/or programs.

Proposed Term:

The proposed term for this Animal Control Services Agreement is through June 30, 2026 with an option of two, one (1) year extensions for a total of up to five years.

**EXHIBIT “C”
INSURANCE**

(A) INSURANCE REQUIREMENTS. Consultant shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the Term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Consultant shall provide the following scope and limits of insurance:

1. MINIMUM SCOPE OF INSURANCE. Consultant shall maintain the following types and limits of insurance.
2. MINIMUM LIMITS OF INSURANCE.

GENERAL LIABILITY INSURANCE. Consultant 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 \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

AUTOMOBILE LIABILITY INSURANCE. Consultant shall maintain automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services 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.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and \$2,000,000 in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

WORKERS’ COMPENSATION INSURANCE. Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000 per accident or disease). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

UMBRELLA OR EXCESS LIABILITY INSURANCE. [Optional depending on limits required]. As an option to meet the limits of insurance required by this Agreement, Consultant may obtain and maintain an umbrella or excess liability insurance policy with limits 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, automobile 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 if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(B) OTHER PROVISIONS. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

(C) OTHER REQUIREMENTS. Consultant agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Upon request from the City, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

4. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

5. 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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant 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.

6. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies, with coverage at least as broad as ISO form CG 20 10. This provision shall also apply to any excess/umbrella liability policies.

ATTACHMENT 2

RESOLUTION NO. 2023-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, AMENDING THE ANIMAL CONTROL FEES FOR BOARDING

WHEREAS, the City of Canyon Lake is responsible for providing animal control and sheltering services to its residents; and

WHEREAS, the City of Canyon Lake contracts with Animal Friends of the Valleys, Inc., for animal control services to safeguard the health and safety of its citizens and domestic animals; and

WHEREAS, California general law cities impose user fees and regulatory fees for services and activities they provide through provisions of the state Constitution as well as applicable law; and

WHEREAS, Cities may perform broad activities related to their local police power and other service authority as defined in California Constitution. Article XI, Section 7 and 9 and cities also may establish fees for service through the framework defined in Article XIIC, Section 1; and

WHEREAS, Animal Friends of the Valleys, Inc., has recommended an increase in Boarding Fees for all agencies it serves to reasonably offset the cost of services related to boarding services.

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

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

Section 2. The City fees are hereby adopted as set out in Exhibit “A”.

Section 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 4. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 8th day of November, 2023.

Jeremy Smith, Mayor

ATTEST:

Sheryl L. Garcia, MMC, CPM
City Clerk

EXHIBIT “A”

FEES

[attached]

ANIMAL CONTROL FEES

#	Description	Unit	Fee Amount
Dog License Fees			
1	Altered:		
1.1	Altered 1 year		\$15.00
1.2	Altered 2 year		\$20.00
1.3	Altered 3 year		\$25.00
	Hobby Breeder's License		\$200.00
3	Senior Citizen Altered:		
3.1	Senior Citizen/Altered 1 year		\$8.00
3.2	Senior Citizen/Altered 2 year		\$10.00
3.3	Senior Citizen/ Altered 3 year		\$12.00
4	Late Penalty		\$20.00
5	Late Penalty Senior/Altered		\$15.00
6	Transfer		\$6.00
7	Duplicate		\$6.00
IMPOUND FEES			
8	Altered:		
8.1	Dog Altered – 1st time		\$40.00
8.2	Dog Altered – 2nd time		\$60.00
8.3	Dog Altered – 3rd time		\$100.00
9	Unaltered:		
9.1	Dog Unaltered – 1st time		\$40.00
9.2	Dog Unaltered – 2nd time		\$60.00
9.3	Dog Unaltered – 3rd time		\$100.00
10	Altered:		
10.1	Cat Altered – 1st time		\$40.00
10.2	Cat Altered – 2nd time		\$60.00
10.3	Cat Altered – 3rd time		\$100.00
11	Unaltered:		
11.1	Cat Unaltered – 1st time		\$40.00
11.2	Cat Unaltered – 2nd time		\$60.00
11.3	Cat Unaltered – 3rd time		\$100.00
12	Senior Citizen Altered:		
12.1	Senior Citizen w/Altered – 1st time		\$13.00
12.2	Senior Citizen w/Altered – 2nd time		\$20.00
12.3	Senior Citizen w/Altered – 3rd time		\$45.00
BOARDING			
13.1	Dogs or Cats		\$20.00*
13.2	Sheep, swine, horse, cattle, goats		\$20.00*
13.3	Fowl, rodents, reptiles, amphibians		\$5.00
14	Running at large fee - Non-Licensed Penalty (In addition to Impound fee)		\$35/ \$50/ \$100

*Fee updated November 8, 2023, by Resolution No. 2023-__.

ANIMAL CONTROL FEES

#	Description	Unit	Fee Amount
Hourly Rates			
15	Animal Control	per hour	\$65.00
16	Animal Control - After hours	per hour	\$97.50
17	Mileage	per mile	\$1.21

For services requested of City staff which have no fee listed in this fee schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.

ATTACHMENT 3

ORDINANCE NO. 237

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, AMENDING CHAPTER 10.16 OF THE CANYON LAKE MUNICIPAL CODE RELATING TO DOGS, CATS AND OTHER ANIMALS AT LARGE

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

Section 1. Municipal Code Amendment – Chapter 10.16.010(b). Chapter 10.16.010 (b) of the Canyon Lake Municipal Code is hereby amended as provided below:

(b) Except as otherwise allowed by the Leash Law or other state laws, all dogs shall be kept under restraint anytime they are outside of the owner’s fenced premises by a leash or other device of a size and material appropriate to the dog, held by a person capable of restraining such dog with that leash; restraint does not include voice, eye or signal control.

Section 2. Clerical Errors. The City Council directs the City Clerk to correct any clerical errors found in this Ordinance including, but not limited to, typographical errors, irregular numbering and incorrect section references.

Section 3. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unenforceable, or unconstitutional.

Section 4. Effective Date. In accordance with California Government Code section 36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

Section 5. Publication. 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 ____ day of _____, 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: Steven Graham, City Attorney

DATE: November 8, 2023

SUBJECT: Introduction and First Reading of Ordinance No. 238 - An Ordinance of the City Council of the City of Canyon Lake, California, Adding Chapter 11.13 to the Canyon Lake Municipal Code Related to Catalytic Converters

Recommendation

Introduce and read by title only waiving further reading of Ordinance No. 238 - an Ordinance of the City Council of the City of Canyon Lake, California, Adding Chapter 11.13 to the Canyon Lake Municipal Code Related to Catalytic Converters.

Background

Catalytic converter thefts have been a significant issue in many parts of California, including Riverside County and the City of Canyon Lake. The main reasons behind this trend, and the challenges local jurisdictions face, include:

Valuable Metals: Catalytic converters contain precious metals like platinum, palladium, and rhodium, which can fetch a high price when sold as scrap metal. As the prices of these metals have risen on global markets, so has the incentive to steal the devices.

Easy to Remove: With the right equipment, thieves can quickly remove a catalytic converter from the underside of a vehicle, often in under a few minutes. This speed makes it challenging for law enforcement or witnesses to catch thieves in the act.

Lack of Identification: Catalytic converters are not typically marked with a vehicle identification number (VIN) or another unique identifier, making them hard to trace back to a specific vehicle. This lack of traceability makes it difficult for law enforcement to prove a specific converter was stolen or to return recovered converters to their rightful owners.

Resale Market: There's a thriving resale market for stolen catalytic converters, both domestically and internationally. Unscrupulous scrap metal dealers might not ask questions about the origins of the converters, making it easier for thieves to sell them.

Limited Law Enforcement Ability: The rapid nature of the thefts and the challenges in tracking stolen converters further complicate enforcement efforts. Currently, law enforcement cannot seize a catalytic converter found to be removed from a vehicle and in someone's possession unless a victim can be identified.

Vehicle Vulnerability: Some vehicle models are more susceptible to catalytic converter theft due to their design. For instance, trucks and SUVs are often targeted because their higher clearance makes it easier for thieves to get underneath. Owners of these vehicles are, therefore, at a heightened risk.

Public Awareness: While the issue has received attention, many vehicle owners might not be aware of the risk or the preventative measures they can take to protect their vehicles such as etching their catalytic converters to aid in identification.

Discussion

In Riverside County, there were at least 200 reports of catalytic converter thefts in 2022 and, as of July 1, 2023, there were at least 316 reports by victims.

To combat this growing problem, the County of Riverside has adopted a new ordinance prohibiting the unlawful possession of catalytic converters. The purpose and intent of this ordinance is to curb the theft of catalytic converters throughout the County and to provide local law enforcement with reasonable means to address the impact on the community and the victims posed by increasing catalytic converter thefts.

The City of Canyon Lake may consider adopting this ordinance locally to ensure that there is uniformity of enforcement across jurisdictions. If adopted, any person who violates any provision of the municipal code will be subject to criminal and/or civil penalties.

Fiscal Impact

None.

Attachments

1. Ordinance No. 238

ATTACHMENT 1

ORDINANCE NO. 238

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, ADDING CHAPTER 11.13 TO THE CANYON LAKE MUNICIPAL CODE RELATED TO CATALYTIC CONVERTERS

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

Section 1. Municipal Code Amendment – Chapter 11.13. Chapter 11.13 of the Canyon Lake Municipal Code is hereby added to read as provided in the attached Exhibit “A”.

Section 2. Clerical Errors. The City Council directs the City Clerk to correct any clerical errors found in this Ordinance including, but not limited to, typographical errors, irregular numbering and incorrect section references.

Section 3. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unenforceable, or unconstitutional.

Section 4. Effective Date. In accordance with California Government Code section 36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

Section 5. Publication. 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 ____ day of _____, 2023.

Jeremy Smith, Mayor

ATTEST:

APPROVED AS TO FORM:

Sheryl Garcia, MMC, CPM
City Clerk

Steven Graham, City Attorney

EXHIBIT “A”

**Chapter 11.13
Unlawful Possession of a Catalytic Converter**

- 11.13.010 Findings and Purpose.**
- 11.13.020 Definitions.**
- 11.13.030 Unlawful Possession of a Catalytic Converter.**
- 11.13.040 Violation and Enforcement.**

11.13.010 Findings and Purpose.

The City Council of Canyon Lake finds that the theft of catalytic converters has been an increasing problem in Canyon Lake in recent years. In Riverside County, there were at least 200 reports of catalytic converter thefts in 2022 and, as of July 1, 2023, there were at least 316 reports by victims. The external location of catalytic converters and the use of valuable precious metals, including rhodium, palladium and platinum, in catalytic converters makes these devices a target for thieves. Individuals in possession of stolen catalytic converters often recycle them for substantial profit, while victims of these thefts suffer the consequences of paying thousands of dollars in repairs, the inconvenience of repairing their vehicles, and feeling unsafe in the community. Finding the victim of these crimes is extremely difficult due to the manner in which the catalytic converter thefts occur and lack of identifying markers on catalytic converters to link a stolen catalytic converter to the victim. The inability to identify the victims of catalytic converter thefts can inhibit the ability to successfully prosecute individuals for the thefts. This ordinance is necessary to provide the City, in conjunction with the County of Riverside and other surrounding cities, a means to protect the public, deter this criminal activity and promote a more productive use of Canyon Lake resources. The purpose and intent of this ordinance is to curb the theft of catalytic converters throughout the City and to provide the City with reasonable means to address the impact on the community and the victims posed by increasing catalytic converter thefts.

11.13.020 Definitions.

As used in this ordinance, the following terms shall have the following meanings:

- (a) “Catalytic converter” means any exhaust emission control device, or portion thereof, that converts toxic gases and pollutants in exhaust gas from an internal combustion engine into less-toxic pollutants.
- (b) “City” means the City of Canyon Lake.
- (c) “Council” means the City Council of Canyon Lake.
- (d) “Documentation or other proof” means written document(s) clearly identifying the vehicle from which the catalytic converter originated based on the totality of the circumstances, which includes, but is not limited to, the following types of documents:

1. Bill of sale from the original owner with photographs.
 2. Verifiable documentation from an auto-body shop proving the owner relinquished the catalytic converter to the auto-body shop.
 3. Verifiable electronic communication from the previous owner to the possessor relinquishing ownership of the catalytic converter.
 4. Photographs of the vehicle from which the catalytic converter originated.
 5. Vehicle registration associated with the catalytic converter containing an etched associated license plate number or vehicle identification number or driver's license number of registered vehicle owner.
- (e) Lawful Possession. This term includes: (1) being the lawful owner of the catalytic converter or (2) being in possession of the catalytic converter with the lawful owner's verifiable written consent. It is not required to prove the catalytic converter was stolen to establish the possession is an Unlawful Possession.
- (f) Enforcement Officer. The Sheriff, the City Manager, Code Enforcement, or Building Official, and any of their designees.

11.13.030 Unlawful Possession of a Catalytic Converter.

Barring any provision of state law permitting the same, it is unlawful for any person to possess any catalytic converter which is not attached and an operable part of a vehicle unless the person has a verifiable valid proof of ownership of the catalytic converter.

- (a) This section does not apply to a detached catalytic converter that has been verifiably tested, certified, and labeled or otherwise approved for reuse, and is being bought or sold for purposes of reuse in accordance with the federal Clean Air Act (42 U.S.C. § 7401 et seq.) and regulations under the Clean Air Act, as they may be amended from time to time.
- (b) It is unlawful for any person to knowingly falsify or cause to be falsified any information in a record intended to show valid proof of ownership.
- (c) Evidence of unlawful possession may be presumed by the number of detached catalytic converters within one's possession and/or by the condition of the dismantled catalytic converter(s), including but not limited to, the manner a catalytic converter has been detached or cut from a vehicle.

11.13.040 Violation and Enforcement.

- (a) Misdemeanor Penalty. Any person who violates any provision of this ordinance is guilty of a misdemeanor, and upon conviction shall be punished by a fine not exceeding one thousand dollars (\$1,000), or by imprisonment in the county jail for a term not exceeding one year, or by both. Upon any second or subsequent conviction of the offense, the person shall be punished by the penalties of a fine of one thousand dollars (\$1,000) and by imprisonment in the County jail for one year. The City Attorney, in his or her sound discretion, may prosecute a violation of this Chapter as an infraction, rather than a misdemeanor, or reduce or agree to the reduction of a previously filed misdemeanor to an infraction. Any person convicted of an infraction under this Code shall be punished by a fine not exceeding \$100.00 for the first violation, a fine not exceeding \$200.00 for a second violation within one year, and a fine not exceeding \$500.00 for a third violation within one year. A fourth violation of this Code within one year shall be charged as a misdemeanor and may not be reduced to an infraction.
- (b) State Penalties Apply. Nothing in this ordinance shall be intended to limit any of the penalties provided for under California law, including but not limited to the Penal Code, with regard to the sale, use, possession, delivery, and/or receipt of catalytic converters.
- (c) Administrative Citations. In addition to any other penalties provided by law, whenever an Enforcement Officer determines a violation of this ordinance has occurred, the Enforcement Officer shall have the authority to issue an administrative citation in the manner described in Chapter 11.26 of this Code.



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Steven Graham, City Attorney

DATE: November 8, 2023

SUBJECT: Introduction and First Reading of Ordinance No. 239 - An Ordinance of the City Council of the City of Canyon Lake, California, Amending Title 12 Related to Fire Lanes

Recommendation

Introduce and read by title only waiving further reading of Ordinance No. 239 - an Ordinance of the City Council of the City of Canyon Lake, California, Amending Title 12 Related to Fire Lanes.

Background

Fire Chiefs, or their designees, in California have the authority to establish fire lanes as necessary to ensure access for firefighting equipment and personnel. Both the California Fire Code (CFC) and the California Vehicle Code provide provisions related to fire lanes.

California Fire Code (CFC): The CFC is a subset of the California Building Standards Code and has been adopted by the City of Canyon Lake with local amendments.

Under Section 503 of the CFC, Fire Chiefs can determine the need and location for fire apparatus access roads, which may include fire lanes in urban or built-up areas, specifically, Section 503.3 includes the provisions related to marking the fire apparatus access roads to ensure they're clear and recognizable. Section 503.3 states, "Where required by the fire code official, approved signs or other approved notices or markings that include the words "NO PARKING—FIRE LANE" shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility."

California Vehicle Code: The California Vehicle Code also has provisions related to fire lanes, particularly regarding the enforcement of parking and standing violations.

CVC Section 22500.1 provides that no person shall stop, park, or leave standing any vehicle, whether attended or unattended, in any fire lane (including on private property that has been designated as a fire lane).

Discussion

Currently, the City does not have specific language within the Canyon Lake Municipal Code related to fire lanes, particularly on private roads. As a result, staff seeks to grant authority to the Fire Chief requiring areas be clear of obstructions and maintained as fire lanes at any location within the City of Canyon Lake. This includes, but is not limited to, public highways and streets, private roads, parking lots, or any other location where he or she has determined that the circumstances are such that without such fire lanes the entry by and use of fire apparatus for fire suppression, emergency medical or rescue purposes would be obstructed or otherwise rendered unduly difficult.

In practice, establishing a fire lane involves collaboration between the Fire Department and internal City departments, as well as private organizations such as the Canyon Lake Property Owners Association and the Merchants Association to ensure appropriate design, signage, and enforcement. It is important that these lanes are clearly marked so the public understands where parking is prohibited. Enforcement, typically through the issuance of parking tickets, is crucial to keep these lanes clear and ensure the safety of both the public and first responders.

The attached ordinance clarifies and updates the City's Municipal Code related to fire lanes.

Fiscal Impact

None.

Attachments

1. Ordinance No. 239

ATTACHMENT 1

ORDINANCE NO. 239

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, AMENDING TITLE 12 RELATED TO FIRE LANES

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

Section 1. Municipal Code Amendment – Chapter 12.01. Chapter 12.01 of the Canyon Lake Municipal Code is hereby added to read as provided in the attached Exhibit “A”.

Section 2. Municipal Code Amendment – Chapter 12.03. Chapter 12.03 of the Canyon Lake Municipal Code is hereby added to read as provided in the attached Exhibit “B”.

Section 3. Clerical Errors. The City Council directs the City Clerk to correct any clerical errors found in this Ordinance including, but not limited to, typographical errors, irregular numbering and incorrect section references.

Section 4. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unenforceable, or unconstitutional.

Section 5. Effective Date. In accordance with California Government Code section 36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

Section 6. Publication. 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 ____ day of _____, 2023.

Jeremy Smith, Mayor

ATTEST:

APPROVED AS TO FORM:

Sheryl Garcia, MMC, CPM
City Clerk

Steven Graham, City Attorney

EXHIBIT “A”

**Chapter 12.01
Parking, Standing and Stopping Prohibition**

- 12.01.010** **Definitions.**
- 12.01.020** **Parking, standing or stopping prohibited.**
- 12.01.030** **Violation.**
- 12.01.040** **Signs or markings**
- 12.01.050** **Supersede conflicting provisions.**

12.01.010 **Definitions.**

The following words and phrases shall, for the purposes of this Chapter, be defined as follows, unless it is clearly apparent from the context that another meaning is intended.

- (a) “Parking” shall mean the standing of a vehicle, whether occupied or not, other than temporarily for the purpose of and while actually engaged in the loading or unloading of merchandise or passengers.
- (b) “Police Chief” shall mean the Riverside County Sheriff or his or her designee.
- (c) “Stop” or “Stopping” shall mean any cessation of movement of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or official traffic control device or signal.
- (d) “Vehicle” shall mean a device by which any person or property may be propelled, moved, or drawn upon a highway, excepting a device moved exclusively by human power and used exclusively upon stationary rails or tracks.

12.01.020 **Parking, Standing or Stopping Prohibited**

It shall be unlawful to and no operator of any vehicle shall stop, stand, park, or leave standing such vehicle on any side or any place along any public highway or street within the City limits at any time or any hour of the day or night or where curb markings or signs prohibit such parking, standing, or stopping.

12.01.030 **Violation.**

- (a) Any person who shall violate any of the provisions of this Chapter shall be guilty of an infraction. Any person convicted of an infraction under the provisions of this Chapter shall be punished upon a first conviction by a fine not exceeding one hundred dollars (\$100.00), and for a second conviction of a fine not exceeding two hundred dollars (\$200.00), and for a third or any subsequent conviction within a one-year period by a fine not exceeding five hundred dollars (\$500.00). Such infractions shall be processed in accordance with California Vehicle Code Sections 40200-40230.

(b) Each such person is guilty of a separate offense for each and every day during any portion of which any violation of any provision of this Chapter is committed, continued or permitted by such person and shall be punished accordingly.

(c) When, in the opinion of the Police Chief, or his or her designee, any public highway or street is so obstructed by stopped, standing, or parked vehicle or other object or material, that it poses a risk to the traveling public, then such vehicle, object, or material shall be immediately removed upon order of the Police Chief or his or her designee. When such obstruction is a vehicle, it shall be immediately removed by the owner or the Police Chief or his or her designee may order it removed and impounded.

EXHIBIT "B"

**Chapter 12.03
Fire Lanes**

- 12.03.010 Authority of Fire Chief**
- 12.03.020 Markings and Signs**
- 12.03.030 Stopping or Parking Prohibited**
- 12.03.040 Violation**

12.03.010 Authority of Fire Chief

The Fire Chief is hereby authorized to require areas to be cleared of obstructions and maintained as fire lanes at any location within the City of Canyon Lake, including but not limited to public highways and streets, private roads, parking lots, or any other location where he or she has determined that the circumstances are such that without such fire lanes the entry by and use of fire apparatus for fire suppression, emergency medical or rescue purposes would be obstructed or otherwise rendered unduly difficult.

12.03.020 Markings and Signs

Appropriate markings or signs of a type specified by the Fire Chief, in accordance with the California Vehicle Code, shall be placed by the owner of the land in those locations approved by the Fire Chief.

12.03.030 Stopping or Parking Prohibited

No person shall obstruct a fire lane with any object, material, or vehicle.

12.03.040 Violation

- (a) Any person who shall violate any of the provisions of this Chapter shall be guilty of an infraction. Any person convicted of an infraction under the provisions of this Chapter shall be punished upon a first conviction by a fine not exceeding one hundred dollars (\$100.00), and for a second conviction of a fine not exceeding two hundred dollars (\$200.00), and for a third or any subsequent conviction within a one-year period by a fine not exceeding five hundred dollars (\$500.00). Such infractions shall be processed in accordance with California Vehicle Code Sections 40200-40230.
- (b) Each such person is guilty of a separate offense for each and every day during any portion of which any violation of any provision of this Chapter is committed, continued or permitted by such person and shall be punished accordingly.
- (c) When, in the opinion of the Fire Chief, or his or her designee, any fire lane is so obstructed by any object, material or vehicle that it might delay or impede the ingress or egress of occupants or fire apparatus for fire suppression, emergency medical or rescue, then such object, material or vehicle shall be immediately removed upon order of the Fire Chief or his or her designee. When such obstruction is a vehicle, it shall be immediately removed by the owner or the Fire Chief or his or her designee may order it removed and impounded.



ITEM NO. 12

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Steven Graham, City Attorney

DATE: November 8, 2023

SUBJECT: Introduction and First Reading of Ordinance No. 240 - An Ordinance of the City Council of the City of Canyon Lake, California, Adding Chapter 11.12 to the Canyon Lake Municipal Code Related to Weed Abatement

Recommendation

Introduce and read by title only waiving further reading of Ordinance No. 240 - an Ordinance of the City Council of the City of Canyon Lake, California, Adding Chapter 11.12 to the Canyon Lake Municipal Code Related to Weed Abatement.

Background and Analysis

Cities in California, typically operating through their Fire Departments, have the authority to regulate and control weeds, rubbish, and other hazardous materials that pose a risk of fire or are detrimental to public health, safety, and welfare. This authority is derived from Sections 39560-39588 of the Government Code. These sections authorize the abatement of hazardous weeds and rubbish that can constitute a fire hazard. The Code details the process for notification, abatement, and the recovery of costs by local agencies.

The general process for weed abatement and cost recovery involves several steps:

Identification: The Fire Department, working with other City departments, will identify properties with overgrown weeds, rubbish, or other hazardous materials.

Notice: Property owners are typically given written notice to abate the nuisance and that their property may otherwise be determined to be a public nuisance by the City Council if they do not act within a specified time period. This notice will detail the nature of the violation, what the property owner needs to do to correct it, and the timeline for compliance.

Abatement by Property Owner: Ideally, the property owner will take action based on the notice and abate the nuisance by removing the weeds or hazards. If the property owner does so, no further action is typically needed.

Abatement by City: If the property owner does not comply within the specified timeframe, the City Council will authorize the Fire Chief, typically acting through contractors to conduct the abatement.

Cost Recovery: After the City has conducted the abatement, the Fire Chief will cause a report to be filed with the City Clerk to begin the process of recovering the costs associated with the cleanup. This includes administrative fees, contractor fees, and any other costs incurred during the abatement process. The City will likely elect to recover these costs by asking the City Council to place a special assessment on the property owner's property tax bill. This ensures that the city can recover its costs, even if the property owner is not immediately able or willing to pay.

Discussion

Currently, the City does not have a year-round weed abatement program and there are no well established policies or procedures related to hazardous vegetation within the City.

In July, the City Council directed staff to prepare a new municipal code related to establishing guidelines associated with weed abatement. The attached ordinance adds the procedure for weed abatement in the City of Canyon Lake described above.

If approved, staff will proceed with identifying contractors to assist with abatement, when needed, and establishing the associated fees for this program for future consideration by the City Council.

Fiscal Impact

None.

Attachments

1. Ordinance No. 240

ATTACHMENT 1

ORDINANCE NO. 240

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, ADDING CHAPTER 11.12 TO THE CANYON LAKE MUNICIPAL CODE RELATED TO WEED ABATEMENT

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

Section 1. Municipal Code Amendment – Chapter 11.12. Chapter 11.12 of the Canyon Lake Municipal Code is hereby added to read as provided in the attached Exhibit “A”.

Section 2. Clerical Errors. The City Council directs the City Clerk to correct any clerical errors found in this Ordinance including, but not limited to, typographical errors, irregular numbering and incorrect section references.

Section 3. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unenforceable, or unconstitutional.

Section 4. Effective Date. In accordance with California Government Code section 36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

Section 5. Publication. 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 ____ day of _____, 2023.

Jeremy Smith, Mayor

ATTEST:

APPROVED AS TO FORM:

Sheryl Garcia, MMC, CPM
City Clerk

Steven Graham, City Attorney

EXHIBIT “A”

Chapter 11.12

Abatement Of Weeds, Flammable Vegetation and Other Combustible Matter

- 11.12.010 Findings and declarations.**
- 11.12.020 Definitions.**
- 11.12.030 Duty to abate weeds, flammable vegetation, and other combustible matter.**
- 11.12.040 Exemptions.**
- 11.12.050 Notice to abate.**
- 11.12.060 Immediate fire hazard.**
- 11.12.070 Hearing procedures.**
- 11.12.080 Removal by city.**
- 11.12.090 Demand for payment and notice of special assessment.**

11.12.010 Findings and declarations.

The City Council hereby makes the following findings:

- (a) The City of Canyon Lake has an arid climate with local climatic conditions that require that the City regulate the existence of weeds, flammable vegetation and other combustible matter and establish a year-round weed abatement program.
- (b) Weeds, flammable vegetation, and other combustible matter constitute a fire hazard and are a danger to the public health, safety and welfare. The City Council declares that weeds, flammable vegetation, and other combustible matter are public nuisances and may be abated as provided in this Chapter.

11.12.020 Definitions.

“**Brush**” means shrubs and short scrubby trees that grow close to the ground.

“**Combustible matter**” means heavy fuels, slash, refuse piles, dead trees or tree limbs (either standing or downed), and any other highly flammable materials that may accumulate to cause a fire hazard to people or property.

“**Discing**” means to remove weeds and flammable vegetation with an implement such as a harrow or plow that turns and loosens the soil with a series of disks.

“**Firebreak**” means an area of property cleared of all flammable vegetation or other combustible matter that acts as a barrier to slow or stop the progress of fire.

“**Flammable vegetation**” includes brush, Russian thistle, weeds, dry grasses of over three inches in height, or other dry or noxious plants that constitute a fire hazard and endanger people or property.

“**Heavy fuels**” means materials of large diameter such as snag logs and large tree limbs that ignite and are consumed more slowly than flash fuels.

“**Refuse piles**” means accumulations of flammable vegetation, rubbish and/or scrap materials, including, but not limited to, wastepaper, wood, hay, straw, weeds, litter or other flammable waste.

“**Russian thistle**” means a large, bushy plant, commonly known as “tumbleweed.”

“**Slash**” means debris left after logging, pruning, thinning, or brush cutting, including, but not limited to, log chunks, bark, branches, stumps, and broken understory trees or brush.

“**Weeds**” means any of the following materials that are capable of being ignited and endangering persons or property: plants that bear seeds of a downy or wingy nature; annual grasses; sagebrush, chaparral, and any other brush that attains sufficiently large growth as to become a fire menace; and poison oak and poison ivy.

11.12.030 Duty to abate weeds, flammable vegetation, and other combustible matter.

It shall be the duty of every owner, occupant and person in control of any private land or interest in private real property within the City of Canyon Lake to abate therefrom, and from all sidewalks, trails, easements, and parkways on such property, all weeds, flammable vegetation, and other combustible matter. The procedures for abatement set forth herein are not exclusive but are in addition to other procedures set forth in this Code for the abatement of nuisances. The obligation to abate all weeds, flammable vegetation, and other combustible matter shall comply with the following:

- (a) Any parcel, or contiguous parcels under the same ownership, of five acres or less, shall be free of all weeds, flammable vegetation, and combustible matter. Removal of weeds, flammable vegetation, and combustible matter shall be provided by either of the following methods:
 1. The entire parcel or contiguous parcels shall be mowed so that the parcel is free of flammable vegetation and combustible matter and weeds are no higher than three inches above the soil; or
 2. Where fire hazard conditions, rocks or other physical obstructions make mowing impractical, the Fire Chief or his or her designee may authorize abatement by discing or any similar operation that cuts into and disturbs the soil. This type of abatement shall only occur after receipt of written authorization from the Fire Chief or his or her designee. Prior to any such abatement, the property must be watered in accordance with any Rule of the South Coast Air Quality Management District’s regarding the minimization of particulate matter in the ambient air and must be free of combustible matter.

- (b) Any parcel, or contiguous parcels under the same ownership, of more than five acres shall have a firebreak of not less than 100 feet wide at the outside boundaries of the parcel, or the outside boundaries of the whole of the contiguous parcels. The creation of the firebreak shall comply with the methods described in subsection (A) of this section. In addition, firebreaks shall be maintained such that no portion of the parcel or contiguous parcels shall be larger than two and one-half acres in area without a firebreak. For land that is used primarily for the grazing of livestock or planted for the harvesting of agricultural crops, firebreaks shall be not less than 10 feet wide (instead of 100 feet wide). The Fire Chief or his or her designee may require firebreaks exceeding 100 feet in width when he or she deems it necessary for the protection of the public safety and welfare.
- (c) The roof of every structure shall be free of leaves, pine needles, and flammable vegetation.
- (d) No portion of any tree shall be within 10 feet of the outlet of a chimney or stovepipe.
- (e) Any plant, tree, or shrub adjacent to or overhanging a building shall be free of dead or dying wood.
- (f) Where any parcel or contiguous parcels under the same ownership are improved in a manner that prevents abatement in accordance with the requirements of this section, the Fire Chief or his or her may authorize, or require, other means of abatement.

11.12.040 Exemptions.

The following land is exempt from the provisions of this chapter:

- (a) Habitat conservation areas and land conservancies controlled by any government agency or nonprofit entity whose purpose is to protect endangered plant species, animals, historical or archaeological sites;
- (b) Land owned by the federal government; and
- (c) Any land designated by the city for use as a wildlife corridor or for habitat conservation.

11.12.050 Notice to Abate.

- (a) Whenever it is necessary to enforce the abatement requirements set forth in this Chapter, the Fire Chief shall bring forward to the City Council a resolution identifying the properties where weeds, flammable vegetation, and combustible matter are a public nuisance and giving notice of a public hearing on the matter.
- (b) Following the passage of the resolution, the Fire Chief, or his or her designee, may issue a “notice to abate” to the owner or owners of the parcel or contiguous parcels identified in the resolution as shown on the Riverside County assessor’s latest equalized assessment roll (“owner of record”) informing them of the abatement hearing.

- (c) The notice to abate required by this section shall be sent by first class U.S. mail to the owner of record. In addition, a copy of the notice to abate shall be posted in a conspicuous place upon the property.
- (d) The failure of the owner or occupant to actually receive such notice to abate shall not affect the City's power to proceed as provided in this part, nor shall it invalidate any subsequent special assessment or lien against the subject property.
- (e) The notice to abate required by this section shall be in the form described in Sections 39563-39567.1 of the Government Code.

11.12.060 Immediate fire hazard.

When, in the opinion of the Fire Chief, or his designee, an extreme fire hazard exists that constitutes an immediate threat to the public health, safety, and welfare, the city may require the removal of such hazards within 72 hours after the posting of a notice to abate on the affected parcel without the need for a City Council resolution. Nothing herein shall authorize the entry upon private property without the owner's consent or possession of an abatement or inspection warrant, unless: (1) the Fire Chief, or his designee, determines that there is an immediate and imminent threat of injury to any person if immediate action is not taken, or (2) neither consent nor a warrant is otherwise required by law.

11.12.070 Hearing procedures.

The public hearing on objections shall be held in the manner described in Sections 39568-39570.

11.12.080 Removal by City.

If the occupant or owner of the property fails to abate the hazardous conditions before the deadline stated in the notice to abate or within the time allowed by the City Council, the Fire Chief or his or her designee, may cause to be removed by City staff or a private contractor selected by the City Manager all such weeds, flammable vegetation or other combustible matter. The cost of such abatement, plus a reasonable administrative charge, may be imposed as a special assessment upon the property. The cost so assessed shall be limited to the actual costs incurred by the City, including payment to the public employees or the contractor to remove combustible matter, costs of investigation, boundary determination, measurement, clerical and other personnel, consultants, plus an administrative cost to be determined by resolution of the City Council.

11.12.90.1 Demand for payment and notice of special assessment.

- (a) After the City has completed abatement, the Fire Chief, or his designee, shall file a report with the City Clerk stating the abatement costs, plus the reasonable administrative charge.
- (b) The City Clerk shall send, by certified U.S. mail, return receipt requested, a demand for payment and notice of special assessment to the owner of record that sets forth all abatement costs owed to the City. The demand for payment and notice of special assessment shall also be posted at a conspicuous place on the property.

- (c) The City Clerk shall set the report for public hearing before the City Council at the first regular meeting that will be held at least 30 days after the demand for payment and notice of special assessment has been sent.
- (d) The demand for payment and notice of special assessment shall require that the owner remit payment to the City within 30 days of the demand for payment.
- (e) At the hearing, the City Council shall hear any objections or protests by persons who may be liable for the costs of abatement. The Council shall add related administrative charges and make such revisions or corrections to the report as it deems justified. The Council shall confirm the report by resolution.
- (f) The City Clerk shall prepare and file with the County of Riverside a certified copy of the City Council resolution and the appropriate County officer or official shall enter each assessment in the county tax roll opposite the subject parcel of land. The assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedures and sale, in case of delinquency, as municipal taxes. In accordance with Section 38773.5 of the California Government Code, all laws applicable to the levy, collection, and enforcement of the municipal taxes shall be applicable to the special assessment.