

CITY OF WILDOMAR CITY COUNCIL AGENDA

6:30 P.M. – SPECIAL MEETING

August 26, 2020

Pursuant to Governor Newsom's Executive Orders N-25-20 and N-29-20, the City Council will be conducted electronically via video and teleconferencing.



Dustin Nigg, Mayor, District 2
Bridgette Moore, Mayor Pro Tem, District 4
Ben J. Benoit, Council Member, District 1
Joseph Morabito, Council Member, District 3
Marsha Swanson, Council Member, District 5

Gary Nordquist
City Manager

Thomas D. Jex
City Attorney

The City Council/ Cemetery District Meetings will be conducted electronically via video and teleconferencing pursuant to the provisions of the Governor's Executive Order N-29-20

The City of Wildomar encourages your participation in the meeting; however, in order to minimize the spread of the COVID-19 virus, this meeting is being conducted utilizing video and teleconferencing. The City Council Chambers will not be open to the public. The public may view the meeting on television and/or online and may participate via ZOOM video conferencing.

You may view the Regular Session meeting live on the City of Wildomar's website at <http://www.cityofwildomar.org> or on cable TV through Frontier Channel 36 or AT&T channel 99. To view from the website, select the live stream link on the top of the front page.

Instructions for Electronic Participation

If you would like to make a public comment and/or a comment on a specific agenda item, please follow the following instructions:

1. Before joining the call, please silence your other communication devices such as your cell or desk phone. This will prevent any feedback or interruptions during the meeting.
2. Log in or call into ZOOM via desktop/laptop, smartphone or telephone. You must download the ZOOM app to access the link from an Apple smartphone.

Join Zoom Meeting
<https://us02web.zoom.us/j/83184608485>

OR

Dial in:
+1 669 900 6833 US

Meeting ID: 831 8460 8485

Please Note: During the meeting all participants video will be turned off during the entire meeting and you will be placed on Mute by the host. You will not be able to mute or unmute your lines manually. The host will unmute your line when you are called to speak.

3. During Public Comment not on the Agenda and after each Agenda Item, the Mayor will announce Public Comment. If you would like to speak, please raise your hand virtually to be placed in the queue.

When your name or the last 3 digits of your phone number are called, the host will unmute you. Public Comments will be limited to 3 minutes or such other time as the Council may provide.

Directions to virtually raise hand on a DESKTOP/LAPTOP:

- Click on the “**Participants**” button on the bottom of the screen.
- A list of participants will appear on the right side of the screen. At the bottom of the list, please click on the grey “**Raise Hand**” button.

Directions to virtually raise hand on a SMARTPHONE:

- Click on the “**Participants**” button on the bottom of your screen.
- A new screen will pop up with the list of participants. Look for the “**Raise Hand**” button on the screen and click the button.

Directions to virtually raise hand on a TELEPHONE line only:

- **Dial *9** on your keypad to signal that you would like to comment.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the City Clerk’s Office at 951-677-7751 x210.

The City of Wildomar thanks you in advance for taking all precautions to prevent spreading the COVID 19 virus.

NOTICE: City Council meetings may be live-streamed, photographed and/or videotaped. Participation at the meeting constitutes consent by members of the public to the City’s and any third party’s use in any media, without compensation or further notice, of audio, video, and/or pictures of meeting attendees.

CALL TO ORDER – SPECIAL SESSION - 6:30 P.M.

ROLL CALL

FLAG SALUTE

APPROVAL OF THE AGENDA AS PRESENTED

The City Council to approve the agenda as it is herein presented, or, if it is the desire of the City Council, the agenda can be reordered, added to, or have items tabled at this time.

1.0 CONSENT CALENDAR

There are no items scheduled.

2.0 PUBLIC HEARINGS

2.1 Adopt a Resolution Authorizing the Abatement of all Weeds Declared as a Public Nuisance

RECOMMENDATION: Staff recommends that the City Council adopt:

RESOLUTION NO. 2020 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR
AUTHORIZING THE ABATEMENT OF WEEDS AND/OR CAUSING THE
REMOVAL OF RUBBISH, REFUSE OR DIRT DECLARED TO BE A
PUBLIC NUISANCE, TO KEEP AN ACCOUNT OF THE COSTS OF
ABATING SUCH NUISANCE, AND TO FILE SUCH ACCOUNT IN A
REPORT AND ASSESSMENT LIST WITH THE CITY COUNCIL

3.0 GENERAL BUSINESS

3.1 Professional Services Agreement for Kosmont Companies to conduct a Market Research Study in Wildomar

RECOMMENDATION: Staff recommends that the City Council approve the attached Professional Services Agreement (PSA) with the Kosmont Companies to prepare a Market Research Study.

3.2 Temporarily Modifying the Time for Regular City Council Meetings Conducted via Video Conferencing

RECOMMENDATION: Staff recommends that the City Council discuss temporarily modifying the time for regular City Council Meetings and adopt a Resolution entitled:

RESOLUTION NO. 2020 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR
MAKING TEMPORARY MODIFICATIONS TO RESOLUTION NO. 2019-
63 REGARDING THE TIME OF CITY COUNCIL REGULAR MEETINGS

3.3 Updated 2020 Parks and Community Services Special Event Dates

RECOMMENDATION: Staff recommends that the City Council approve the updated Parks and Community Services special events schedule for the remainder of the 2020 calendar year.

ADJOURN

REPORTS: All agenda items and reports are available for review at City Hall, 23873 Clinton Keith Road and on the City's website at the following address: http://www.cityofwildomar.org/government/agendas___minutes. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available by appointment for public inspection at City Hall during regular business hours.

If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

Any person that requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting, may request such modification, accommodation, aid or service by contacting the City Clerk either in person or by phone at 951-677-7751.

I, Janet Morales, Wildomar Acting City Clerk, do certify that within 24 hours of the meeting, a true and correct copy of this agenda was posted at Wildomar City Hall, 23873 Clinton Keith Road and on the City's website at www.cityofwildomar.org.



Janet Morales
Acting City Clerk

CITY OF WILDOMAR – COUNCIL
Agenda Item #2.1
PUBLIC HEARING
Meeting Date: August 26, 2020

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

SUBJECT: Adopt a Resolution Authorizing the Abatement of all Weeds Declared as a Public Nuisance

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt:

RESOLUTION NO. 2020 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR
AUTHORIZING THE ABATEMENT OF WEEDS AND/OR CAUSING THE
REMOVAL OF RUBBISH, REFUSE OR DIRT DECLARED TO BE A PUBLIC
NUISANCE, TO KEEP AN ACCOUNT OF THE COSTS OF ABATING SUCH
NUISANCE, AND TO FILE SUCH ACCOUNT IN A REPORT AND
ASSESSMENT LIST WITH THE CITY COUNCIL

BACKGROUND:

The City Council on August 12, 2020 approved Resolution No. 2020-52 declaring weeds, rubbish, refuse and dirt upon private property and adjacent public rights of way a public nuisance, initiating Abatement Proceedings. A Public Hearing was set for August 26, 2020 to consider objections to the proposed removal of weeds pursuant to Government Code Section 39568.

DISCUSSION:

Staff noticed the properties identified in Resolution No. 2020-52 informing them that the weeds constitute a public nuisance that must be abated by removal otherwise the nuisance will be abated by the city that will constitute a lien upon the property. The notice informed the property owners of the Public Hearing set for August 26, 2020 to hear objections to the abatement.

Following the Public Hearing, staff recommends the City Council adopt the attached Resolution. Adoption of the Resolution provides the City legal authority to abate the weeds. Fire inspection will re-inspect the properties included in Attachment A of the Resolution prior to sending a work order to their contractor to abate the weeds. After the city abates the weeds, staff will bring back to the City Council a report of the costs to abate for each property and a Resolution to collect the costs through tax assessment.

FISCAL IMPACTS:

The fiscal impacts have been appropriated in the Operating Budget and include staff and fire inspection time associated with the Abatement process. Costs associated with the abatement performed by the city will be brought back to the City Council.

Submitted by:
Daniel York
Assistant City Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

RESOLUTION NO. 2020 - ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR
AUTHORIZING THE ABATEMENT OF WEEDS AND/OR CAUSING THE
REMOVAL OF RUBBISH, REFUSE OR DIRT DECLARED TO BE A PUBLIC
NUISANCE, TO KEEP AN ACCOUNT OF THE COSTS OF ABATING SUCH
NUISANCE, AND TO FILE SUCH ACCOUNT IN A REPORT AND
ASSESSMENT LIST WITH THE CITY COUNCIL**

WHEREAS, the City Council of the City of Wildomar adopted Resolution No. 2020-52 on the 12th day of August, 2020, declaring weeds and/or the accumulation of rubbish, refuse or dirt on the properties listed on the annual list attached hereto as Exhibit "A" to be a public nuisance and setting a hearing.

WHEREAS, a hearing was duly noticed as required by law and such a hearing was held on 26th day of August, 2020, to hear comments and consider any objections to the proposed removal of weeds, rubbish, refuse and/or dirt; and

WHEREAS the City Council duly considered and overruled any objections to the proposed nuisance abatement.

NOW, THEREFORE, the City Council of the City of Wildomar does hereby resolve that:

SECTION 1. The City Council has considered the full record before it, which may include but is not limited to such things as staff reports, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby orders and authorizes the responsible employee to abate such public nuisances existing on those properties included in Exhibit "A". The responsible employee shall keep an account of the cost of abatement on each listed parcel and submit to the City Clerk, for confirmation by the City Council, an itemized written report showing such costs to be assessed on the listed properties.

PASSED, APPROVED, AND ADOPTED this 26th day of August, 2020.

Dustin Nigg, Mayor

ATTEST:

APPROVED AS TO FORM:

Janet Morales, Acting City Clerk

Thomas D. Jex, City Attorney

Exhibit "A"

Parcel Number	Address	Homeowner's Mailing Address	Homeowner's Name	1st Letter sent	Reinspection date
361151007		1646 BRONZE KNOLL RD DAIMOND BAR CA 91765	STEIGER PATRICIA M LIVING TRUST DATED 11/6/2010; KATHLEEN M STEIGER; SUSAN M PIANALTO	5/28/2020	7/6/2020
361151017		33415 HAYFIELD CIRCLE WILDOMAR CA 92595	CHRISTINA M BUSCH	5/28/2020	7/6/2020
361151018		33415 HAYFIELD CIRCLE WILDOMAR CA 92595	CHRISTINA M BUSCH	5/28/2020	7/6/2020
361151019		1855 E RIVERSIDE NO 431 ONTARIO CA 91761	LEONEL GARCIA	5/28/2020	7/6/2020
361151020		1855 E RIVERSIDE NO 431 ONTARIO CA 91761	LEONEL GARCIA	5/28/2020	7/6/2020
361152001		429 LEXINGTON CIRCLE OCEANSIDE CA 92057	MATIENZO FAMILY REVOCABLE TRUST; RL DOCENA CONSULTING GROUP INC; MAGDALENA R MATIENZO	5/28/2020	7/6/2020
361152013		21131 GRAND AVE WILDOMAR CA 92595	MARIO M ARRIAGA	5/28/2020	7/6/2020
361153005		21261 STEEL PEAK DR PERRIS CA 92570	FLORENCIO SOTO; MARISA SOTO	5/28/2020	7/6/2020
361171018		P O BOX 372 BURLINGTON, 05402	MARY ANNETTE COX	6/3/2020	7/6/2020
361171019		P O BOX 372 BURLINGTON, 05402	MARY ANNETTE COX	6/3/2020	7/6/2020
361171020		P O BOX 372 BURLINGTON, 05402	MARY ANNETTE COX	6/3/2020	7/6/2020
361171021		P O BOX 372 BURLINGTON, 05402	MARY ANNETTE COX	6/3/2020	7/6/2020
361171022		P O BOX 372 BURLINGTON, 05402	MARY ANNETTE COX	6/3/2020	7/6/2020
361171023		900 FORT ST MALL STE 1100 HONOLULU, 96813	MARY ANNETTE COX	6/3/2020	7/6/2020
361171024		P O BOX 372 BURLINGTON, 05402	MARY ANNETTE COX	6/3/2020	7/6/2020
361172001		P O BOX 372 BURLINGTON, 05402	MARY ANNETTE COX	6/3/2020	7/6/2020
361172002		P O BOX 372 BURLINGTON, 05402	MARY ANNETTE COX	6/3/2020	7/6/2020
361172003		P O BOX 372 BURLINGTON, 05402	MARY ANNETTE COX	6/3/2020	7/6/2020
361175005		28475 OLD TOWN FRONT NO D TEMECULA, 92590	BUNDY CANYON LAND DEV	6/3/2020	7/6/2020
361175006		28475 OLD TOWN FRONT NO D TEMECULA, 92590	BUNDY CANYON LAND DEV	6/3/2020	7/6/2020
361176001		28475 OLD TOWN FRONT NO D TEMECULA, 92590	BUNDY CANYON LAND DEV	6/3/2020	7/6/2020
361176002		28475 OLD TOWN FRONT NO D TEMECULA, 92590	BUNDY CANYON LAND DEV	6/3/2020	7/6/2020
361176003		28475 OLD TOWN FRONT NO D TEMECULA, 92590	BUNDY CANYON LAND DEV	6/3/2020	7/6/2020
361176004		28475 OLD TOWN FRONT NO D TEMECULA, 92590	BUNDY CANYON LAND DEV	6/3/2020	7/6/2020
361176005		28475 OLD TOWN FRONT NO D TEMECULA, 92590	BUNDY CANYON LAND DEV	6/3/2020	7/6/2020
361176006		28475 OLD TOWN FRONT NO D TEMECULA, 92590	BUNDY CANYON LAND DEV	6/3/2020	7/6/2020
361182002		446 SCHOOL RD NOVATO, 94945	SHU HUA HSIEH	6/3/2020	7/6/2020
361182014		P O BOX 606 FREELAND, 48623	ANDREW HEYN; HEYN DEV	6/3/2020	7/6/2020
361191004		28475 OLD TOWN FRONT NO D TEMECULA, 92590	BUNDY CANYON LAND DEV	6/3/2020	7/6/2020
361191006		28475 OLD TOWN FRONT NO D TEMECULA, 92590	BUNDY CANYON LAND DEV	6/3/2020	7/6/2020
361195001		1502 GOLDEN RAIN NO 46G SEAL BEACH, 90740	ALMA CAROL OLSEN	6/3/2020	7/6/2020
361195002		1222A W WASHINGTON ST # 10 MILWAUKEE, 53204	JUAN R. BELTRAN; ESTELA BELTRAN	6/3/2020	7/6/2020
361196003		28475 OLD TOWN FRONT NO D TEMECULA, 92590	BUNDY CANYON LAND DEV	6/3/2020	7/6/2020
361202001		P O BOX 372 BURLINGTON, 05402	MARY ANNETTE COX	6/3/2020	7/6/2020
361203003		3401 WEST LINE ST BISHOP, 93514	ROGER MAURER	6/3/2020	7/6/2020
361203004		3401 WEST LINE ST BISHOP, 93514	ROGER MAURER	6/3/2020	7/6/2020
361204010		26310 OLSEN HOMELAND, 92548	MARINA ROMERO	6/3/2020	7/6/2020
361211015		1254 CROWN CT DE PERE, 54115	HENDRIK JACOB BRUIN; CYNTHIA RAYLENE BUTCHER	6/3/2020	7/6/2020
361221007		25351 NOELLE CT LOMITA, 90717	MICHELLE L FALCON HUBER	6/3/2020	7/6/2020
361221008		25351 NOELLE CT LOMITA, 90717	MICHELLE L FALCON HUBER	6/3/2020	7/6/2020
361223005		30060 LOUIS RD SUN CITY, 92585	GARY C. BROWN; MICHELLE L. BROWN; MICHAEL D. BROWN; LETTY L. BROWN	6/3/2020	7/6/2020
361223033		30060 LOUIS RD ROMOLAND, 92585	LETTY L. BROWN	6/3/2020	7/6/2020
361237001		27851 BRADLEY RD ATE 145 MENIFEE, 92586	JEREMIAH RAXTER	6/3/2020	7/6/2020
380040004		601 S ARAPAHO DR SANTA ANA CA 92704	CHUAN VIET CAO; CUCTHI NGUYEN	5/21/2020	7/6/2020
380050007		1995 MARKET ST RIVERSIDE CA 92501	RIVERSIDE COUNTY FLOOD CONT	5/21/2020	7/6/2020
380060007		PO BOX 300 LAKE ELSINORE CA 92531	BEAZER HOMES HOLDINGS CORP	5/28/2020	7/6/2020
380060008		PO BOX 300 LAKE ELSINORE CA 92531	BEAZER HOMES HOLDINGS CORP	5/28/2020	7/6/2020
380070021		22410 GRAND AVE WILDOMAR CA 92595	CONRAD SOLIS GONZALEZ; MARY LOUISE GONZALEZ	5/28/2020	7/6/2020
380080019		5171 CALIFORNIA STE 120 IRVINE CA 92617	RICHMOND AMERICAN HOMES OF MARYLAND INC	5/21/2020	7/6/2020
380110001		3020 WINDMILL DR DIAMOND BAR 91765	ESW	5/21/2020	7/6/2020
380110002		3020 WINDMILL DR DIAMOND BAR 91765	ESW	5/21/2020	7/6/2020
380120005		2001 VIA CORONEL PALOS VERDES PENINSULA CA 902	LE ZU CHANG; FUKUO TONO; SAE CHI CHEN; WU FENG CHANG; CHANGS FAMILY REVOCABLE LIVING TRUS	5/21/2020	7/6/2020

380120006	1243 CLAYTON ST AUBURNDALE FL 33823	JAMES CHAN; YA PING CHAN	5/21/2020	7/6/2020
380120012	43180 CORONA CALA CAMINO MURRIETA CA 92562	CRAZY EIGHTS	5/21/2020	7/6/2020
380120005	2001 VIA CORONEL PALOS VERDES PENINSULA CA 902	LE ZU CHANG; FUKUO TONO; SAE CHI CHEN; WU FENG CHANG; CHANGS FAMILY REVOCABLE LIVING TRUS	5/21/2020	7/6/2020
380120006	1243 CLAYTON ST AUBURNDALE FL 33823	JAMES CHAN; YA PING CHAN	5/21/2020	7/6/2020
380120012	43180 CORONA CALA CAMINO MURRIETA CA 92562	CRAZY EIGHTS	5/21/2020	7/6/2020
380140004	22177 EAGLES NEST CT MURRIETA CA 92562	IRA SERVICES TRUST COMPANY CFBO BRENDA DIANNE	5/21/2020	7/6/2020
380140009	1370 JET STREAM DR NO 100 HENDERSON NV 89052	TFA	5/21/2020	7/6/2020
380140013	2201 WORMWOOD DR HACIENDA HEIGHTS CA 91745	DAVID DONG IK LEE; ANNE PARK LEE; JANG BU PARK; YOUNG SOO PARK	5/21/2020	7/6/2020
380160003	350 S FIGUEROA ST NO 115 LOS ANGELES CA 90071	P E HOLDINGS INC	5/28/2020	7/6/2020
380160007	350 S FIGUEROA ST NO 115 LOS ANGELES CA 90071	P E HOLDINGS INC	5/28/2020	7/6/2020
380160009	350 S FIGUEROA ST NO 115 LOS ANGELES CA 90071	P E HOLDINGS INC	5/28/2020	7/6/2020
380160018	26111 SALLY DR LAKE FOREST CA 92630	R & H WILDOMAR 1	5/28/2020	7/6/2020
380170006	2008 W THELBORT ST WEST COVINA CA 91790	DE L. HALBERT; MARCIA ANTOINETTE CARVER; BONNIE LOU	5/21/2020	7/6/2020
380170007	32690 WATKINS CIR MURRIETA CA 92562	WONG KAR MING & ALICEN DIANE WONG REVOCABLE TRUST	5/21/2020	7/6/2020
380210006	4952 WARNER AVE STE 223 HUNTINGTON BEACH CA 9	S&C OIL INC	5/21/2020	7/6/2020
380220003	27127 CALLE ARROYO 1910 SAN JUAN CAPISTRANO 92	CAMELIA COMMUNITIES	5/21/2020	7/6/2020
380280006	PO BOX 56867 SHERMAN OAKS CA 91413	VELUR HOLDINGS	5/21/2020	7/6/2020
380280007	PO BOX 56867 SHERMAN OAKS CA 91413	VELUR HOLDINGS	5/21/2020	7/6/2020
380290002	1526 ZARA STREET GLENDORA CA 91741	SHIBA YAMAMOTO & PARTNERS	5/21/2020	7/6/2020
380470041	5171 CALIFORNIA STE 120 IRVINE CA 92617	RICHMOND AMERICAN HOMES OF MARYLAND INC	5/21/2020	7/6/2020
380470042	5171 CALIFORNIA STE 120 IRVINE CA 92617	RICHMOND AMERICAN HOMES OF MARYLAND INC	5/21/2020	7/6/2020

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: August 26, 2020

TO: Mayor and City Council Members

FROM: Kimberly Davidson, Economic Development Director

SUBJECT: Professional Services Agreement for Kosmont Companies to conduct a Market Research Study in Wildomar.

RECOMMENDATION:

Staff recommends that the City Council approve the attached Professional Services Agreement (PSA) with the Kosmont Companies to prepare a Market Research Study.

STAFF REPORT

BACKGROUND:

Wildomar has several areas of prime, raw real estate along the I-15 freeway corridor that can be and will be developed. Additionally, the areas along the Clinton Keith Road corridor, which is an important commercial corridor spanning from the Santa Rosa Plateau (Tenaja), east to French Valley. A market research study is necessary to ensure we are marketing the vision of Wildomar's growth to the ideal businesses and developers.

DISCUSSION:

This market research study will provide data to show areas of opportunity for Wildomar's growth, allowing the City and business interests to have a clear, data-driven vision of the development opportunities (hotel, retail, office, restaurant) in the City of Wildomar. The City has never had such a report to share with the business community, that would present a comprehensive marketing tool for future development businesses and job opportunities.

The data from this report will be an essential step to having meaningful conversations about Wildomar with targeted developers.

FISCAL IMPACT:

The cost of the study is \$25,000 and was approved as part of the FY 2020-21 Budget process.

Submitted by:
Kimberly Davidson
Economic Development Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Professional Services Agreement (PSA)

AGREEMENT FOR SERVICES

By and Between

**THE CITY OF WILDOMAR,
a municipal corporation**

and

KOSMONT & ASSOCIATES, INC.

**AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
KOSMONT & ASSOCIATES, INC.
DBA KOSMONT COMPANIES**

This Agreement for Services ("Agreement") is entered into as of this 26th day of August, 2020 by and between the City of Wildomar, a municipal corporation ("City") and Kosmont & Associates, Inc. (DBA Kosmont Companies), an S-Corp company ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by request for proposals, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Service Provider, following submission of a proposal, for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Wildomar's Municipal Code, City has authority to enter into this Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Service Provider for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for one (1) year commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Service Provider agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Service Provider shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Service Provider 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 26 "Administration and Implementation" or Section 28 "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 AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider 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 twenty-five thousand dollars (\$25,000.00),** unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Service Provider's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

(b) Each month Service Provider shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Service Provider contracts. Sub-Service Provider charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (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 task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Service Provider 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 Service Provider for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by City, City will use its best efforts to cause Service

Provider to be paid within forty-five (45) days of receipt of Service Provider's correct and undisputed invoice.

(d) Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Service Provider's work under this Agreement, either during performance or when completed. City shall reject or finally accept Service Provider's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Service Provider'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 Service Provider's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. 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 Service Provider 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 Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider 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 Service Provider in the course of providing the Services pursuant to this Agreement, Service Provider's guarantees and warranties in Section 9 "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.

All Final Work Product developed by Service Provider 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 Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such Final Work Product if paid for by the City. This provision specifically excludes Service Providers' work notes and drafts, which are owned by Service Provider, not City.

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

(a) Service Provider shall maintain any and all documents and records demonstrating or relating to Service Provider's performance of the Services. Service Provider 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 Service Provider 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 Service Provider's address indicated for receipt of notices in 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 Service Provider'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 8. INDEPENDENT CONTRACTOR.

(a) Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Service Provider 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 Service Provider shall at all times be under Service Provider'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 Service Provider or any of Service Provider's officers, employees, or agents except as set forth in this Agreement. Service Provider shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Service Provider , nor any of Service Provider'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. Service Provider expressly waives any claim Service Provider may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Service Provider 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. Service Provider 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, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Service Provider under this Agreement. 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 Work" that shall also be applicable to Service Provider'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 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Service Provider 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. Service Provider shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. 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 Service Provider to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Service Provider that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Service Provider shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Service Provider so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Service Provider hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Service Provider 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 Service Provider's performance of the Services. Service Provider 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. Service Provider 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 Service Provider 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. Service Provider 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 Service Provider 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 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Service Provider in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Service Provider. Service Provider 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) Service Provider, its officers, employees, agents or subcontractors, 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 Service Provider gives City notice of such court order or subpoena.

(c) If Service Provider, or any officer, employee, agent or subcontractor of Service Provider, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Service Provider for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Service Provider's conduct.

Service Provider shall promptly notify City should Service Provider, its officers, employees, agents or subcontractors, 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 Service Provider or be present at any deposition, hearing or similar proceeding. Service Provider agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Service Provider. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Service Provider shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and

expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider.

(c) Indemnification from Sub-Service Providers. Service Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every sub-Service Provider or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Service Provider fails to obtain such indemnity obligations from others as required herein, Service Provider 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 of Service Provider and shall survive the termination of this Agreement or this section.

(d) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Service Provider 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. Service Provider agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Service Provider 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 Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the City. 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 20 "Termination of Agreement." City acknowledges, however, that Service Provider, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and sub-contractors, if any, assigned to perform the

Services. Service Provider shall notify City of any changes in Service Provider's staff and sub-contractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Service Provider. In the event such notice is given, Service Provider shall cease immediately all work in progress.

(b) Service Provider may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Service Provider or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Service Provider, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Service Provider or City, all property belonging exclusively to City which is in Service Provider's possession shall be returned to City. Service Provider shall furnish to City a final invoice for work performed and expenses incurred by Service Provider, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider for any work performed after the date of default. Instead, the City may give notice to Service Provider of the default and the reasons for the default. The notice shall include the timeframe in which Service Provider may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Service Provider is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Service Provider does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Service Provider's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Service Provider shall not 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 Service Provider. 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. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Service Provider in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. 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 Wildomar
Attn: City Manager
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595

To Service Provider: Ken Hira
Kosmont Companies
1601 N. Sepulveda Blvd. #382
Manhattan Beach, CA 90266

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 25. AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to execute this Agreement.

SECTION 26. 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 28 "Amendment" and the City Manager's contracting authority under the Wildomar Municipal Code.

SECTION 27. BINDING EFFECT.

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

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider and by the 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 under the Wildomar Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement. All other amendments shall be approved by the City Council.

SECTION 29. 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 Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. 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 31. ATTORNEYS 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 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", 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 Service Provider 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 33. 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 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

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

CITY OF WILDOMAR

Gary Nordquist
City Manager

ATTEST:

Janet Morales
Acting City Clerk

APPROVED AS TO FORM

Thomas D. Jex
City Attorney

By: _____

By: _____

Its: _____

Its: _____

NOTE: SERVICE PROVIDER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO SERVICE PROVIDER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER _____	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	DATE OF DOCUMENT
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> OTHER _____ _____	

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
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<input type="checkbox"/> CORPORATE OFFICER _____	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	NUMBER OF PAGES
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____ _____	SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

The prospective assignment and consulting services that Kosmont & Associates, Inc., doing business as Kosmont Companies will provide will be of a relatively limited scope and duration, and advisory in nature. Kosmont will be making advisory recommendations only, which advice the City, including its elected officials, appointed officials and staff can accept or reject. None of Kosmont's staff will act in a capacity as an elected official, nor appointed official, nor as staff, nor as serving in a "designated" position.

Task 1: Kickoff Meeting and Site Tour

Kosmont will conduct a kick-off meeting with City staff to initiate the assignment. The City will provide Kosmont with existing relevant project, property, and/or market data (e.g. ownership, zoning, transactional documents, previous analyses) for review. Kosmont will also join the City on a tour of the Opportunity Site, the Corridor, and other key sites identified by the City. Kosmont anticipates one (1) in-person or virtual meeting with City staff associated with this task.

Task 2: Initial Demographic/Market Analysis

Kosmont will evaluate the current status and existing market conditions related to the Opportunity Site by conducting a high-level demographic and market analysis for the trade area, at both a City-wide and Opportunity Site-specific level.

Task 3: Business/Developer Attraction Services

Based on the information gathered in Tasks 1 and 2 and in collaboration with the City, Kosmont will build data-rich print and digital marketing collateral to market the Opportunity Site, identify key businesses/developers that can be targeted for outreach efforts, and schedule in person or virtual meetings / discussions with targeted businesses/developers. For example, ICSC Western Conference in Fall 2020 will be virtual, at which Kosmont can facilitate business/developer attraction services. Exact number of meetings to be determined based on results of analysis and outreach.

Task 4: As Needed Follow Up Implementation Services

Based on results of Task 3 and business interest and remaining budget permitting, Kosmont will be available for follow up with businesses/developers and/or coordinate follow up discussions, in person or virtual meetings and tours of the Opportunity Site and Corridor. Kosmont will also be available for other implementation services such as developer outreach / recruitment, negotiations, and public private transaction structuring.

Future Add-on Task 5: Additional Advisory Services

Tasks 3 - 4 are not meant to represent comprehensive advisory services, but rather the initiation of implementation efforts referenced above. Kosmont is available to assist in the further analytic and implementation services, as directed by Client. This could include services such as further Opportunity Site and Corridor analyses, City-wide Economic Development strategies, assistance with additional communications with businesses and developers, negotiations and public-private transaction structuring, retail/hotel recruitment efforts, and evaluation of development pro formas, incentive programs, and funding sources related to prospective new businesses and development. Time and budget for these services will be outlined at the appropriate time in a follow-on scope to be approved by Client in advance.

II. Schedule of Services:

Consultant is prepared to commence work upon receipt of executed Agreement. Kosmont expects the project schedule to follow the below timeline; changes to the schedule (for example, to account for shifting marketing timelines) will be mutually agreed upon by City Staff and Consultant.

Task	Description	Estimated Time
1	Project Kick-off Meeting & Sites Tour	4 Weeks
2	Initial Demographic / Market Analysis	
3	Business / Developer Attraction Services	4+ Weeks
4	As Needed Follow Up Implementation Services	

**EXHIBIT "B"
COMPENSATION**

I. Service Provider shall use the following rates of pay in the performance of the Services:

A. <u>Chairman & CEO</u>	<u>\$375.00/hour</u>
B. <u>President</u>	<u>\$345.00/hour</u>
C. <u>Senior VP/Advisor</u>	<u>\$305.00/hour</u>
D. <u>Vice President</u>	<u>\$210.00/hour</u>
E. <u>Senior Project Analyst</u>	<u>\$195.00/hour</u>
F. <u>Project Analyst/Research</u>	<u>\$165.00/hour</u>
G. <u>Asst. Project Analyst</u>	<u>\$125.00/hour</u>
H. <u>GIS Mapping</u>	<u>\$95.00/hour</u>
I. <u>Clerical Support</u>	<u>\$60.00/hour</u>

Additional Expenses

In addition to professional services (labor fees):

1) An administrative fee for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; plus

2) Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.

3) If Kosmont retains Third Party Vendor(s) for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.

4) Consultant's attendance or participation at any public meeting requested by Client will be billed at the professional services (hourly) fees as shown on this Attachment A.

Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

II. Service Provider may utilize sub-contractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$165.00 per hour without written authorization from the City Manager or his designee.

IV. The total compensation for the Services shall not exceed \$25,000.00, as provided in Section 4 “Compensation and Method of Payment” of this Agreement.

EXHIBIT "C" INSURANCE

A. Insurance Requirements. Service Provider 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 Service Provider, 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.

Service Provider shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Automobile. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Service Provider and all risks to such persons under this Agreement.

(4) Professional Liability. Professional liability insurance appropriate to the Service Provider's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Service Provider's services or the termination of this Agreement. During this additional three (3) year period, Service Provider shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Service Provider shall maintain limits of insurance no less than:

(1) Commercial General Liability. \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile. \$1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of

not less than \$2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than \$1,000,000 per occurrence.

(4) Professional Liability. \$1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. 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 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2. Commercial General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Service Provider performs; products and completed operations of Service Provider; premises owned, occupied or used by Service Provider; or automobiles owned, leased, hired or borrowed by Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Service Provider's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Service Provider's insurance.

(3) Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation

against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Service Provider.

C. Other Requirements. Service Provider 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 may require that Service Provider furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". 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. Service Provider shall furnish certificates and endorsements from each sub-contractor identical to those Service Provider 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 Service Provider 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 Service Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.2
GENERAL BUSINESS
Meeting Date: August 26, 2020

TO: Mayor and City Council Members
FROM: Janet Morales, Acting City Clerk
SUBJECT: Temporarily modifying the Time for Regular City Council Meetings Conducted via Video Conferencing

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council discuss temporarily modifying the time for regular City Council Meetings and adopt a Resolution entitled:

RESOLUTION NO. 2020 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR MAKING
TEMPORARY MODIFICATIONS TO RESOLUTION NO. 2019-63 REGARDING THE
TIME OF CITY COUNCIL REGULAR MEETINGS

DISCUSSION:

At the August 12, 2020 City Council Meeting, the City Council asked Staff to bring back an agenda item to discuss modifying the Regular City Council Meeting time to 4:00 p.m. for Closed Session and 5:00 p.m. for Open Session for the duration that the meetings are being conducted via videoconferencing due to COVID-19. Per the City of Wildomar Municipal Code Section 2.04.010, the City Council shall designate the time, date and location of the City Council Meetings. The attached Resolution temporarily modifies the current Resolution 2019-63 and can be repealed, rescinded or superseded by action of the Council at any time.

FISCAL IMPACT:

None.

Submitted by:
Janet Morales
Acting City Clerk

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS

- A. Resolution 2020- ____
- B. Resolution 2020-63

RESOLUTION NO. 2020 - ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR
MAKING TEMPORARY MODIFICATIONS TO RESOLUTION NO. 2019-
63 REGARDING THE TIME OF CITY COUNCIL REGULAR MEETINGS**

WHEREAS, on March 4, 2020, Governor Newsom of the State of California declared a State of Emergency in response to the COVID-19 (Corona Virus Disease 19); and

WHEREAS, on March 10, 2020, the Board of Supervisors of the County of Riverside proclaimed the existence of a local emergency for all of Riverside County in response to the outbreak of the COVID-19 in California and in Riverside County; and,

WHEREAS, on March 11, 2020 the World Health Organization (WHO) publicly characterized COVID-19 as a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency due to the continued spread and the effects of COVID-19; and

WHEREAS, Government code section 8630, et seq., and Chapter 2.32 [Disaster Relief] of the Wildomar Municipal Code (“WMC”) empower the City Council to declare and proclaim a local emergency within the City; and,

WHEREAS, On March 17, 2020, the City Council of the City of Wildomar adopted a Resolution declaring a local state of emergency (“Local Emergency”) which now exists in the City of Wildomar due to COVID-19; and,

WHEREAS, pursuant to Government Code section 8634, during a local emergency the governing body of a political subdivision, or officials designated thereby, may promulgate orders and regulations necessary to provide for the protection of life and property; and

WHEREAS, in order to minimize the spread of the COVID-19 virus and pursuant to the Governor’s Executive Order N-29-20, City Council meetings are being conducted electronically via video and teleconferencing; and

WHEREAS, the public may view council meetings on television and/or online and may participate via video conferencing; and

WHEREAS, the City Council desires to temporarily modify the time for regular City Council meetings conducted via video conferencing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Section 2 of Resolution No. 2019-63 is modified to read as follows:

The regular meetings of the City Council shall be held on the second Wednesday of each month (unless the date is a legal holiday and in such event the regular meeting shall be held on the next succeeding day) commencing at 4:00 p.m. for Closed Session and at 5:00 p.m. for Open Session and may be conducted electronically via video and teleconferencing, or held at the City Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California 92595 or such other location within the City as may be properly noticed.

SECTION 2. Effective Date. This Resolution shall take effect immediately and remain in effect until repealed, rescinded or superseded by action of the City Council.

SECTION 3. Certification. The City Clerk shall certify the adoption of this Resolution and shall cause a certified Resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED AND ADOPTED this 26th day of August, 2020.

CITY OF WILDOMAR

Dustin Nigg
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales
Acting City Clerk

RESOLUTION NO. 2019 - 63

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, REPEALING AND REPLACING RESOLUTIONS NO. 2011-44
AND 2011-05 DESIGNATING THE TIME, DATE AND LOCATION OF CITY
COUNCIL MEETINGS**

WHEREAS, City of Wildomar municipal code section 2.04.010 states that regular meetings of the City Council shall be held at a location and times to be designated by Resolution of the City Council.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR
DOES RESOLVE AS FOLLOWS:**

Section 1. Repeal of Resolutions No. 2011-44 and 2011-05

Resolutions No. 2011-44 and 2011-05 are hereby repealed in their entirety.

Section 2. Time and Location of Regular Meetings

The regular meetings of the City Council shall be held on the second Wednesday of each month (unless the date is a legal holiday and in such event the regular meeting shall be held on the next succeeding day) commencing at 5:30 p.m. for Closed Session and at 6:30 p.m. for Open Session at the City Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California 92595, or such other location within the City as may be properly noticed.

PASSED, APPROVED, AND ADOPTED this 11th day of September, 2019.



Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:



Thomas D. Jex
City Attorney



Janet Morales
Acting City Clerk



STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF WILDOMAR)


I, Janet Morales, Acting City Clerk of the City of Wildomar, California, do hereby certify that the foregoing Resolution No. 2019 – 63 was duly adopted at a regular meeting held on September 11, 2019, by the City Council of the City of Wildomar, California, by the following vote:

AYES: Benoit, Moore, Morabito, Mayor Pro Tem Nigg, Mayor Swanson

NOES: None

ABSTAIN: None

ABSENT: None



Janet Morales
Acting City Clerk
City of Wildomar



CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.3
GENERAL BUSINESS
Meeting Date: August 26, 2020

TO: Mayor and City Council Members

FROM: Daniel Torres, Parks, Community Services and Cemetery District Manager

SUBJECT: Updated 2020 Parks and Community Services Special Event Dates

STAFF REPORT

RECOMMENDATION: Staff recommends that the City Council approve the updated Parks and Community Services special events schedule for the remainder of the 2020 calendar year.

BACKGROUND:

City Council approved the Special Event for calendar year 2020 at the October 2019 Council meeting. To comply with State and County mandates because of the COVID-19 pandemic, the City had cancelled most of its special events. City staff was able to provide a Memorial Day and City Birthday Celebration through a virtual platform. With the remainder of approved events being the highest attended, staff is presenting an alternative to these recognized events.

DISCUSSION:

Staff recommends the following events and dates:

	Ref	Special Event - Activity	Proposed Dates	Location
FY 20/21	1	Let's Talk Astronomy	Sat. September 12, 2020	Facebook
	2	Halloween Laser Drive-In Show	Sat. October 24, 2020	Marna O'Brien
	3	Military and Veteran Appreciation	Sat. November 11, 2020	Facebook
	4	Santa's Coming to Town	Sat. December 12, 2020	5 Districts

FISCAL IMPACT:

General Funds and Measure Z Funds for the 2020 Special Event Calendar were approved as part of the City's Biennial Budget Program for the Fiscal Year 2020/2021. Those allocated amounts will be utilized to fund the updated event calendar.

Submitted by:
Daniel Torres
Parks, Community Services
and Cemetery District Manager

Approved by:
Gary Nordquist
City Manager

UPDATED
2020
SPECIAL EVENTS
SCHEDULE

Daniel Torres
Community Services Department



Let's Talk Astronomy

- September 12, 2020
- Pre-recorded Interview
- John Garrett from the Temecula Valley Astronomers
- Major themes
 - Encourage Astronomy in Wildomar
 - Recourses and Equipment
 - Recent Astronomical Events
 - Q & A segment
- Video will be posted on the City of Wildomar Facebook Page



Halloween Laser Drive-In Show

- October 24, 2020
- Held at Marna O'Brien Park
- Car will be required to Pre-Register online
- Limited to 70 – 100 vehicles
- Park on Grass
- FM Transmitter
- Multiple Screens
- Halloween Themed
- Two (2) 45 min showings



Military and Veterans Appreciation

- November 11, 2020
- Filmed at Marna O'Brien Park
- Pre-Recorded
- Released on City of Wildomar Facebook Page
- Include Completed Girl Scout Military Appreciation Garden Project
- Residents can submit photos of Wildomar Veterans



Santa's Coming to Town

- December 12, 2020
- Santa will travel to multiple communities with Wildomar
- Locations and Timeframe will be preleased
- 5 Districts
- Attempt to include as many of “Santa’s Helpers” Included



Thank You

Daniel Torres
951-677-7751 x 221
dtorres@cityofwildomar.org

