

**CITY OF MURRIETA
Council Chambers
1 Town Square
Murrieta, CA 92562**



**Tuesday, March 18, 2025
4:15 PM CLOSED SESSION
6:00 PM REGULAR MEETING**

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**Cindy Warren
Mayor**

**Jon Levell
Mayor Pro Tem**

**Lisa DeForest
Council Member**

**Lori Stone
Council Member**

**Ron Holliday
Council Member**

**Justin Clifton, City Manager
Tiffany Israel, City Attorney
Cristal McDonald, City Clerk**

**MURRIETA CITY COUNCIL (CC)
MURRIETA COMMUNITY SERVICES DISTRICT (CSD)
MURRIETA FIRE DISTRICT (FD)
MURRIETA LIBRARY BOARD (LB)
MURRIETA REDEVELOPMENT SUCCESSOR AGENCY (RSA)
MURRIETA HOUSING AUTHORITY (HA)
MURRIETA FINANCING AUTHORITY (FA)**

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<https://murrieta.legistar.com/Calendar.aspx>**

4:15 PM CLOSED SESSION**CALL TO ORDER****ROLL CALL****PUBLIC COMMENTS - CLOSED SESSION ITEMS ONLY****ANNOUNCEMENT OF CLOSED SESSION ITEMS****CLOSED SESSION**

- CS1.** Conference with Legal Counsel - Anticipated Litigation
The City Council will conduct a closed session, pursuant to Government Code sections 54956.9(d)(2), because there is a significant exposure to litigation in one case.
- CS2.** Conference with Legal Counsel - Existing Litigation
The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with legal counsel regarding litigation to which the City is a party. The title of such litigation is as follows: Borel vs. Southern California Gas Company, City of Murrieta, et al; Case Number RIC2002687; Riverside County Superior Court.
- CS3.** Conference with Legal Counsel - Existing Litigation
The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with legal counsel regarding litigation to which the City is a party. The title of such litigation is as follows: Mickey Dean White, Jr. vs. Southern California Gas Company, City of Murrieta, et al; Case Number MCC2001692; Riverside County Superior Court.
- CS4.** Conference with Legal Counsel - Existing Litigation
The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with legal counsel regarding litigation to which the City is a party. The title of such litigation is as follows: Alejandro Salazar and Nancy Salazar vs. Southern California Gas Company, City of Murrieta, et al; Case Number MCC2001689; Riverside County Superior Court.
- CS5.** Conference with Legal Counsel - Existing Litigation
The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with legal counsel regarding litigation to which the City is a party. The title of such litigation is as follows: Sergio Flores and Blanca Flores vs. Southern California Gas Company, City of Murrieta, et al; Case Number MCC2001686; Riverside County Superior Court.

CS6. Conference with Legal Counsel - Existing Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with legal counsel regarding litigation to which the City is a party. The title of such litigation is as follows: Deborah Kilpatrick vs. Southern California Gas Company, City of Murrieta, et al; Case Number MCC2001690; Riverside County Superior Court.

CS7. Public Employee Performance Evaluation

The City Council will hold a closed session, pursuant to Government Code section 54957(b), to conduct an employee evaluation concerning the City Manager.

RECESS TO CLOSED SESSION

6:00 PM REGULAR MEETING

CALL TO ORDER

ANNOUNCEMENT OF CLOSED SESSION ACTION

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

Public comments relating to the Presentation will be taken during the respective item.

Proclamation: National Crime Victims' Rights Week (April 6-10, 2025)

APPROVAL OF AGENDA

CITY MANAGER - ADMINISTRATIVE UPDATE

City Manager Administrative Updates is the opportunity for the City Manager to present Department specific updates as well as general community updates.

City Engineer Jeff Hitch: Citywide Traffic Congestion - Los Alamos Road Pilot Program

GOVERNING BODY COMMISSION/COMMITTEE/BOARD (CCB) REPORTS/ANNOUNCEMENTS

Governing Body CCB Reports is the opportunity for the City Council to provide a brief report on conferences, seminars, and Commission, Committees, and/or Boards meeting attendance. Reports shall not exceed three minutes. Governing Body Announcements is the opportunity for the City Council to provide miscellaneous reports and announcements. Announcements shall not exceed two minutes. The City Clerk will use the computerized timer.

PUBLIC COMMENTS (NON-AGENDA)

At this time any person may address the governing bodies on any subject pertaining to City business, which does not relate to any item listed on the printed agenda. Normally no action may be considered or taken by the governing bodies on any matter not listed on the agenda. Each speaker will be limited to three minutes.

CONSENT CALENDAR - APPROVAL OF ITEMS 1 – 10

All matters listed on the Consent Calendar are to be considered routine by the governing bodies, and will be enacted by one motion in the form listed. Public comments relating to items on the Consent Calendar will be heard at this time. There will be no discussion of these items unless, before the governing body votes on the motion to adopt, specific items are removed from the Consent Calendar for separate motions.

1. Waive Reading of All Ordinance Adoptions on the Agenda and Read by Title Only**Recommended Action:**

Waive reading, by title only, of all Ordinances and Resolutions. Said Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.

2. Minutes**Recommended Action:**

Approve the minutes from the February 10, 2025, Special Workshop and March 4, 2025, Regular City Council Meeting.

3. Monthly Investment Transaction Report for January 2025**Recommended Action:**

Receive and file the Monthly Investment Transaction Report for January 2025.

4. Settlement Agreement with Anthony Borel**Recommended Action:**

Approval a Settlement Agreement with Anthony Borel; and

Authorize the City Manager to sign the agreement.

5. Approval of an Agreement with Granicus Inc. for Agenda Management Services and Public Records Act Request Management Software**Recommended Action:**

Ratify the agreement with Granicus Inc. for agenda management services and the Public Records Act request module; and

Authorize the City Manager to approve future renewals for four (4) years for a not-to-exceed total of \$243,078.16.

6. Approval of an Agreement with NetFile, Inc. for Electronic Submittal Software for Disclosures Required by the Fair Political Practices Commission

Recommended Action:

Approve a three-year agreement, in a form as approved by the City Attorney, with two additional one-year extensions, with NetFile, Inc. for campaign disclosures, statements of economic interests, and ethics training software, retroactively effective to December 1, 2024, for a total not to exceed \$67,500; and

Authorize the City Manager to execute the agreement.

7. Recap of City Council Priority Setting Workshop held February 10, 2025

Recommended Action:

Receive and file the revised list of City Council priorities as discussed during the City Council Workshop held on February 10, 2025.

8. Award Construction Contract for Glen Arbor Dog Park Project

Recommended Action:

Award the construction contract for the Glen Arbor Dog Park Project, Capital Improvement Project (CIP) No. 8273, to the lowest responsible bidder, Voltaire Engineering, LLC., in the amount of \$924,277, plus a 15% contingency;

Amend the Fiscal Year 2024/25 Operating and Capital Improvement Plan budgets to provide an additional budget appropriation for Capital Improvement Project No. 8273 as detailed in the fiscal impact statement; and

Authorize the Mayor to execute the agreement.

9. Notice of Completion for the City of Murrieta Police Department Exterior Painting Project, CIP 21016

Recommended Action:

Accept as complete the improvements for the City of Murrieta Police Department Exterior Painting Project, Capital Improvement Project (CIP) No. 21016;

Authorize the transfer of \$109,725 in savings to CIP No. 21036, Traffic Bureau Improvement Project; and

Direct the City Clerk to record a Notice of Completion, close CIP No. 21016, and release bonds in accordance with state law and city ordinances.

10. Engineering and Environmental Design Consulting Services for the Menifee Road Improvements Project, CIP No. 13030

Recommended Action:

Approve a Purchase Order amendment with Michael Baker International in the amount of \$111,306, increasing the original amount from \$258,594 to \$369,900, for additional engineering and environmental design consulting services for the Menifee Road Improvements Project, Capital Improvement Plan (CIP) No. 13030; and

Amend the Fiscal Year 2024/25 CIP by establishing an appropriation of \$150,000, into CIP No. 13030, from the Gas Tax Fund unassigned fund balance.

PULLED CONSENT CALENDAR ITEMS

PUBLIC HEARINGS

11. Financing for the Kensington Apartments Affordable Housing Project

Recommended Action:

Conduct a Public Hearing under the requirements of the Tax Equity Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986, (IRS Code) as amended; and

Adopt Resolution No. 25-4815 entitled: *A Resolution of the City Council of the City of Murrieta, California, Approving the Issuance by the California Municipal Finance Authority of Exempt Facility Bonds in an Aggregate Principal Amount Not to Exceed \$40,000,000, for the purpose of Financing or Refinancing the Acquisition, Construction, Improvement, and Equipping of the Kensington Apartments Project.*

DISCUSSION

12. Update on Efforts of the Southwest Riverside County Elected Leaders Collaborative related to Regional Traffic and Transportation and Next Steps

Recommended Action:

Receive a presentation, discuss, and provide direction to staff.

13. Emergency Declaration for Hayes Avenue Bridge at Miller Canyon Creek

Recommended Action:

Adopt Resolution No. 25-4816 to:

Declare an emergency condition for the Hayes Avenue Bridge at Miller Canyon Creek;

Authorize Purchase Orders for Michael Baker International totaling \$89,580.92; and

Amend the Capital Improvement Plan budget to create a project for Hayes Avenue Bridge at Miller Canyon Creek and appropriate with \$725,000 of Area Drainage Fees.

RECONSIDERATION

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

ADJOURNMENT



CITY OF MURRIETA

City Council Meeting Agenda Report

3/18/2025
Agenda Item No. CS1.

Subject:

Conference with Legal Counsel - Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code sections 54956.9(d) (2), because there is a significant exposure to litigation in one case.



CITY OF MURRIETA

City Council Meeting Agenda Report

3/18/2025
Agenda Item No. CS2.

Subject:

Conference with Legal Counsel - Existing Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with legal counsel regarding litigation to which the City is a party. The title of such litigation is as follows: Borel vs. Southern California Gas Company, City of Murrieta, et al; Case Number RIC2002687; Riverside County Superior Court.



CITY OF MURRIETA

City Council Meeting Agenda Report

3/18/2025
Agenda Item No. CS3.

Subject:

Conference with Legal Counsel - Existing Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with legal counsel regarding litigation to which the City is a party. The title of such litigation is as follows: Mickey Dean White, Jr. vs. Southern California Gas Company, City of Murrieta, et al; Case Number MCC2001692; Riverside County Superior Court.



CITY OF MURRIETA

City Council Meeting Agenda Report

3/18/2025
Agenda Item No. CS4.

Subject:

Conference with Legal Counsel - Existing Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with legal counsel regarding litigation to which the City is a party. The title of such litigation is as follows: Alejandro Salazar and Nancy Salazar vs. Southern California Gas Company, City of Murrieta, et al; Case Number MCC2001689; Riverside County Superior Court.



CITY OF MURRIETA

City Council Meeting Agenda Report

3/18/2025
Agenda Item No. CS5.

Subject:

Conference with Legal Counsel - Existing Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with legal counsel regarding litigation to which the City is a party. The title of such litigation is as follows: Sergio Flores and Blanca Flores vs. Southern California Gas Company, City of Murrieta, et al; Case Number MCC2001686; Riverside County Superior Court.



CITY OF MURRIETA

City Council Meeting Agenda Report

3/18/2025
Agenda Item No. CS6.

Subject:

Conference with Legal Counsel - Existing Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with legal counsel regarding litigation to which the City is a party. The title of such litigation is as follows: Deborah Kilpatrick vs. Southern California Gas Company, City of Murrieta, et al; Case Number MCC2001690; Riverside County Superior Court.



CITY OF MURRIETA

City Council Meeting Agenda Report

3/18/2025
Agenda Item No. CS7.

Subject:

Public Employee Performance Evaluation

The City Council will hold a closed session, pursuant to Government Code section 54957(b), to conduct an employee evaluation concerning the City Manager.



CITY OF MURRIETA

City Council Meeting Agenda

Report

3/18/2025
Agenda Item No.



CITY OF MURRIETA

City Council Meeting Agenda

Report

3/18/2025
Agenda Item No.

Subject:
City Engineer Jeff Hitch: Citywide Traffic Congestion - Los Alamos Road Pilot Program



CITY OF MURRIETA

City Council Meeting Agenda Report

3/18/2025
Agenda Item No. 1.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Cristal McDonald, City Clerk

PREPARED BY: Kimberly Ramirez, Deputy City Clerk

SUBJECT: Waive Reading of All Ordinance Adoptions on the Agenda and Read by Title
Only

RECOMMENDATION

Waive reading, by title only, of all Ordinances and Resolutions. Said Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.



CITY OF MURRIETA

City Council Meeting Agenda Report

3/18/2025
Agenda Item No. 2.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Cristal McDonald, City Clerk

PREPARED BY: Kimberly Ramirez, Deputy City Clerk

SUBJECT: Minutes

RECOMMENDATION

Approve the minutes from the February 10, 2025, Special Workshop and March 4, 2025, Regular City Council Meeting.

ATTACHMENTS

1. February 10, 2025
2. March 4, 2025

**CITY OF MURRIETA
Council Chambers
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**Monday, February 10, 2025
8:00 AM SPECIAL WORKSHOP
MINUTES**

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Mayor**

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Council Member**

**Lori Stone
Council Member**

**Ron Holliday
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**Justin Clifton, City Manager
Tiffany Israel, City Attorney
Cristal McDonald, City Clerk**

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MURRIETA FINANCING AUTHORITY (FA)**

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8:00 AM SPECIAL WORKSHOP

CALL TO ORDER 8:03 a.m.

ROLL CALL

Present: Council Member Lori Stone
Council Member Lisa DeForest
Council Member Ron Holliday
Mayor Pro Tem Jon Levell
Mayor Cindy Warren

Absent: None

PLEDGE OF ALLEGIANCE Council Member Holliday

MAYOR'S WELCOME

The Mayor provided opening remarks of the City Council Workshop and highlighted her vision/goal for the year.

CITY MANAGER COMMENTS

City Manager Justin Clifton provided opening comments on the expectations and goal of the Special Workshop.

PUBLIC COMMENTS - AGENDIZED ITEMS ONLY

John Hunneman: Spoke on the Parks and Recreation Commission and noted concerns over the future of the Cal Oaks Sports Park pool.

Kassen Klein: Spoke positively on the format of the Special Workshop agenda and public availability.

WORKSHOP

WS1. City Council and Administrative Policies

City Clerk Cristal McDonald provided a PowerPoint presentation and guided the discussion of the review of the City Council and administrative policies.

With consensus the City Council directed staff on the following:

- develop an Invocator Policy establishing procedures and guidelines;
- maintain the discretion of public comment time by the presiding officer to include limiting groups to six minutes;
- continue the process for public comments regarding consent calendar items;
- add public comments under the Presentation section of the agenda;
- update language on public comment cards regarding the City Council's ability to respond;
- maintain the process of pulling Consent Calendar items;
- add Closed Items to the Future Agenda Items process to include going to the City Manager with requests;

- combine the Governing Body Reports and Announcements with the same time limits previously set;
- Proclamations protocol will be addressed at a later date as needed;
- maintain the distribution of the agenda timing as is; and
- modify agenda reports administratively under City Manager guidance.

The Mayor called for a recess at 9:38 a.m.

The Mayor reconvened the meeting. 9:57 a.m.

WS2. City Council Priorities

City Manager Justin Clifton provided an overview of the City Council Priorities.

Assistant City Manager Kristen Crane reviewed each City Council Priorities project, as listed on the agenda report highlighting milestones, status, and next steps.

Finance Director Javier Carcamo was available to answer questions.

PUBLIC COMMENTS - AGENDIZED ITEMS ONLY

Kassen Klein: Spoke on the historical significance of adobe structures.

The Mayor called for a recess at 11:03 a.m.

The Mayor reconvened the meeting at 12:01 p.m.

WS2. City Council Priorities (Continued)

Under consensus the City Council directed staff on shifts to the City Council priority tier summary handout:

Tier 1

- Remodeling Fire Stations 1,2, & 3 shifted from Tier 2 to Tier 1;
- Fire Station 5 Permanent Structure shifted from Tier 2 to Tier 1;
- Keyhole Specific Plan retitled to Keyhole Overlay and shifted from Tier 3 to Tier 1;
- Jefferson St. and Magnolia St. Traffic Signal shifted from Tier 2 to Tier 1;
- Development Approval Process Deep Dive shifted from Tier 3 to Tier 1;
- City Hall Roof Replacement shifted from Tier 3 to Tier 1;
- Sidewalk Vendor Policy shifted from Tier 3 to Tier 1;
- Town Hall Meeting/Community Summit regarding Changes in California Housing Law shifted from Tier 3 to Tier 1;
- Constitutional Amendment Ballot Measure added to Tier 1.

Tier 2*

- Madison Specific Plan shifted from Tier 1 to Tier 2;

- Tour de Murrieta shifted from Tier 3 to Tier 2;
- City Hall HVAC Replacement shifted from Tier 3 to Tier 2;
- Water System Infrastructure Review shifted from Tier 3 from Tier 2.

* The City Council also directed staff to identify which items originally noted in Infrastructure Development Tier 2 had funding available and shift those items up to Tier 1.

Tier 3

- Removal of the Hawk Ranch Conditional Use Permit (CUP) from the tier list;
- Removal of the Loan Program for Water and Sewer Connections from the tier list;
and
- Removal of the Champions for Murrieta from the tier list.

Fire Chief Molloy and Public Works Director Bob Moehling were available to answer questions.

CLOSING WORKSHOP COMMENTS

The City Council provided closing comments and thanked staff for their collaboration.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Clerk Cristal McDonald announced the following Closed Session items:

CLOSED SESSION

CS1. Public Employee Performance Evaluation

Recommended Action:

Public Employee Performance Evaluation

The City Council will hold a closed session, pursuant to Government Code section 54957(b), to conduct an employee evaluation concerning the City Manager.

RECESS TO CLOSED SESSION 1:35 p.m.

RECONVENE / CALL TO ORDER 2:43 p.m.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Tiffany Israel: No reportable action on Closed Session Item No. CS1.

ADJOURNMENT 2:44 p.m.

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**Tuesday, March 4, 2025
5:00 PM CLOSED SESSION
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**Cindy Warren
Mayor**

**Jon Levell
Mayor Pro Tem**

**Lisa DeForest
Council Member**

**Lori Stone
Council Member**

**Ron Holliday
Council Member**

**Justin Clifton, City Manager
Tiffany Israel, City Attorney
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5:00 PM CLOSED SESSION

CALL TO ORDER 5:02 p.m.

ROLL CALL

Present: Council Member Lisa DeForest
Council Member Lori Stone
Council Member Ron Holliday
Mayor Pro Tem Jon Levell
Mayor Cindy Warren

Absent: None

PUBLIC COMMENTS - CLOSED SESSION ITEMS ONLY None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

Deputy City Clerk Kimberly Ramirez announced the following Closed Session agenda:

CLOSED SESSION

CS1. Conference with Legal Counsel Anticipated Litigation
The City Council will conduct a closed session, pursuant to Government Code sections 54956.9(d)(2), because there is a significant exposure to litigation in 2 cases.

RECESS TO CLOSED SESSION 5:03 p.m.

6:00 PM REGULAR MEETING

CALL TO ORDER 6:02 p.m.

ANNOUNCEMENT OF CLOSED SESSION ACTION

City Attorney Tiffany Israel reported the following Closed Session Action: No reportable action for Closed Session Item No. CS1.

ROLL CALL

Present: Council Member Lisa DeForest
Council Member Lori Stone
Council Member Ron Holliday
Mayor Pro Tem Jon Levell
Mayor Cindy Warren

Absent: None

PLEDGE OF ALLEGIANCE Kyle and Emma Warren

INVOCATION Shane Academia, Calvary Murrieta Church

PRESENTATIONS

Presentation: National Charity League Murrieta/Temecula Chapter

Presentation: Champion for Murrieta

APPROVAL OF AGENDA

Action: It was moved by Council Member DeForest, seconded by Council Member Holliday to approve the Agenda for March 4, 2025.

The motion carried by the following vote:

Ayes: DeForest, Stone, Holliday, Levell, Warren
Noes: None

CITY MANAGER - ADMINISTRATIVE UPDATE

2024 Annual Report: Bernard Molloy, Fire Chief
Community Update: Cristina Davies, Public Information Officer

GOVERNING BODY COMMISSION/COMMITTEE/BOARD (CCB) REPORTS/ANNOUNCEMENTS

Council Member DeForest: Provided attendance/reported the following:
• Legislative Workgroup Subcommittee

Provided Governing Body Announcements to be made part of the City's record.

Council Member Stone: Deferred Governing Body Reports/Announcements to the next meeting.

Council Member Holliday: Provided attendance/reported the following:
• Los Alamos Hills Sports Park Phase 2 Subcommittee
• Regional Conservation Authority (RCA)
• Western Riverside Council of Governments (WRCOG)
• Regional Conservation Authority (RCA)

Provided Governing Body Announcements to be made part of the City's record.

Mayor Pro Tem Levell: Provided attendance/reported the following:
• Los Alamos Hills Sports Park Phase 2 Subcommittee

Provided verbal Governing Body Announcements.

Mayor Warren: Provided attendance/reported the following:
• Legislative Workgroup Subcommittee
• Riverside County Transportation Commission (RCTC)
• Southwest Riverside County Elected Leaders Collaborative
• Riverside Transit Agency (RTA)

Provided Governing Body Announcements to be made part of the City's record.

PUBLIC COMMENTS (NON-AGENDA)

Aimee Edgeworth: Spoke on the Pearl Arts Creative Center and asked the city to waive or reduce development fees for the project.

Monica Mestas: Spoke on concerns over the lack of available funding for aquatic public recreation and the establishment of the pool.

Kevin Coon: Spoke on behalf of the Murrieta Public Library Foundation and provided yard signs for the Murrieta Public Library fundraiser.

CONSENT CALENDAR - APPROVAL OF ITEMS 1 – 12

Action: It was moved by Council Member Holliday, seconded by Mayor Pro Tem Levell to approve the Consent Calendar Item Nos. 1-12.

The motion carried by the following vote:

Ayes: DeForest, Stone, Holliday, Levell, Warren
Noes: None

1. Waive Reading of All Ordinance Adoptions on the Agenda and Read by Title Only

Recommended Action:

Waive reading, by title only, of all Ordinances and Resolutions. Said Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.

2. Minutes

Recommended Action:

Approve the minutes of the February 18, 2025, Regular City Council Meeting.

3. Check Register January 2025

Recommended Action:

Adopt a Resolution 25-4812 entitled: *A Resolution of the City Council of the City of Murrieta, California, Ratifying the Check Register for the Month of January 2025 in the amount of \$4,892,474.26 (Check Numbers 162901-163266).*

4. Agreement for Commvault ServicesRecommended Action:

Authorize the use of Cooperative Agreement #2018011-01 to purchase Commvault services and authorize CDW-G to administer the agreement;

Approve the agreement amount not to exceed \$24,059.80 for Fiscal Year 2024/25; and

Authorize the City Manager to execute the use of the agreement, in a form approved by the City Attorney's office, with CDW-G, and approve future amendments, in a form approved by the City Attorney's office, in a total amount not to exceed \$75,000.

5. Application for eBooks For All Collection Development Grant 2025-2026Recommended Action:

Authorize the Library's grant application for the eBooks for All Collection Development Grant 2025-2026, in the amount of \$20,000, with a required matched funding of 25% or \$5,000; and

If awarded, amend the Fiscal Year 2025/26 Operating Budget as described in the fiscal impact statement; and Authorize the City Manager to execute all grant-related documents.

6. Lunch at the Library Summer 2025 GrantRecommended Action:

Approve acceptance of the California State Library's Lunch at the Library Summer 2025 grant, in the amount of \$8,557, for the Murrieta Public Library; and

Amend the Fiscal Year 2025/26 Operating Budget as described in the fiscal impact statement.

7. Amended Agreement with Architerra Inc., for On-Call As-Needed Landscape ServicesRecommended Action:

Approve the First Amendment with Architerra Design Group for the Development Services Department for Landscape Plan Check and Inspection Services for an amount not to exceed \$150,000 per fiscal year; and

Authorize the City Manager to execute the Amendment to the agreement.

8. Approve an Amendment to an Agreement with RICK to Fund Environmental Tasks Pertaining to the City's Existing Agreement to Update the City's General PlanRecommended Action:

Approve a First Amendment with RICK increasing the amount of the Agreement by \$390,443, for a total contract amount not to exceed \$803,404, and update Exhibit A to include Work Tasks 4-6 from the General Plan Clean Up Proposal, Exhibit A-1; and

Find that the proposed action is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15378 for the reasons specified in this report.

9. Purchase of Police Department Vehicles

Recommended Action:

Approve the purchase of up to eight (8) Police Interceptor vehicles from Fritts Ford, the associated vehicle upfitting purchases, and installation of emergency equipment using the Fiscal Year 2024/25 Operating Budget; and waive the competitive bidding requirements.

10. Administrative Services Agreement for County Service Area 152 Program Between the County of Riverside and the City of Murrieta for the National Pollution Discharge Elimination System Program

Recommended Action:

Authorize the Mayor to execute the Administrative Services Agreement for the County Service Area 152 program between the County of Riverside and the City of Murrieta.

11. Acceptance of Public Improvements in Tract Map 30489

Recommended Action:

Accept the Public Improvements in Tract Map 30489, located north of Juniper Street, south of Berlie Street, and west of Hancock Avenue; and Direct the Department of Public Works to perform continued maintenance of the aforementioned public improvements in conformance with the City of Murrieta's maintenance standard.

12. Parcel Charge for National Pollution Discharge Elimination System Program

Recommended Action:

Adopt Resolution No. 25-4813 entitled: *A Resolution of the City Council of Murrieta, California, Requesting that the County of Riverside Levy the Fiscal Year 2025/26 Community Service Area 152 Parcel Charge and Requesting Continued Participation in Community Service Area 152;* and

Direct the City Clerk to certify approval of Resolution No. 25-4813 and submit a certified copy to the County of Riverside.

PULLED CONSENT CALENDAR ITEMS None.

PUBLIC HEARINGS**13. Financing for Viscar Terrace Apartments Vista Murrieta Affordable Housing Project**

City Planner Carl Stiehl provided the staff report and PowerPoint presentation. Provided information on non-recourse lending, and statistics on default rate for bonds.

Topics discussed by the City Council include:

- Underground power lines;
- Improvements in the area; and
- Approvals of financing mechanism versus the project.

The public hearing opened at 6:55 p.m.

Public Testimony:

None

The public hearing closed at 6:55 p.m.

Action: After discussion, it was moved by Council Member Holliday, seconded by Mayor Warren to adopt Resolution No. 25-4814 entitled: *A Resolution of the City Council of the City of Murrieta, California, Approving the Issuance by the California Municipal Finance Authority of the Exempt Facility Bonds in an Aggregate Principal Amount Not to Exceed \$70,000,000, for the Purpose of Financing or Refinancing the Acquisition, Construction, Improvement and Equipping of Viscar Terrace Apartments.*

The motion carried by the following vote:

Ayes: DeForest, Stone, Holliday, Levell, Warren

Noes: None

DISCUSSION**14. Fiscal Year 2024/25 Second Quarter Financial Status Report**

Staff report and PowerPoint Presentation provided by Finance Director Javier Carcamo and Finance Manager Jennifer Terry.

Action: After discussion, it was moved by Council Member DeForest, seconded by Mayor Pro Tem Levell to accept and file the report; amend the Fiscal Year 2024/25 Operating Budget as referenced in the Fiscal Impact section of this report; and approve the updated Schedule of Authorized Positions.

The motion carried by the following vote:

Ayes: DeForest, Stone, Holliday, Levell, Warren

Noes: None

15. Second Reading of Ordinance No. 613-25 regarding the City’s Participation in the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) Program

Staff Report and PowerPoint Presentation provided by Development Director David Chantarangsu.

Development Director David Chantarangsu and Director of Public Works Bob Moehling were available to answer questions from the City Council

Action: After discussion, it was moved by DeForest, seconded by Council Member Holliday to Conduct the second reading and adopt Ordinance No. 613-25, entitled: *An Ordinance of the City of Murrieta Amending and Superseding Ordinance No. 541-19 to Update Participation in the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) Program and Making a Determination of Exemption Under the California Environmental Quality Act.*

The motion carried by the following vote:

- Ayes: DeForest, Holliday, Levell, Warren
- Noes: Stone
- Absent: None

RECONSIDERATION None.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS None.

ADJOURNMENT 7:48 PM

Cristal McDonald, City Clerk



CITY OF MURRIETA

City Council Meeting Agenda

Report

3/18/2025
Agenda Item No. 3.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Tanner Benson, Financial Analyst

SUBJECT: Monthly Investment Transaction Report for January 2025

RECOMMENDATION

Receive and file the Monthly Investment Transaction Report for January 2025.

PRIOR ACTION/VOTE

None.

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

BACKGROUND

This report is filed with the City Council in compliance with Government Code Section 53607, which states that a monthly report of transactions related to the purchase, sale, or exchange of securities is made monthly to the legislative body. The City of Murrieta (City) has both long-term and short-term investments. The City's managed investment portfolio is for longer-term investments, managed by Chandler Asset Management. The Local Agency Investment Fund (LAIF), managed by the California State Treasurer, is used for short-term investments and functions more like a savings account to facilitate cash flow.

This report includes funds under management from Chandler Asset Management, funds deposited with LAIF, and earnings from the Wells Fargo Cash Sweep Program. Funds held by the City's Trustee for Bonded Districts are not included in this report but are on file and available upon request.

The transactions in the long-term investment portfolio for January 2025 include dispositions of \$8,212,329.25 in cash, payables, receivables, maturities, and sales, which also includes a withdrawal for bank fees. Subsequently, these proceeds, together with the dispositions and monthly interest earnings, were reinvested in security and money market fund purchases totaling \$8,606,418.67.

The California State Treasurer allocates and reinvests LAIF interest earnings on a quarterly basis. Quarterly interest earnings are reflected in the statement one month following the end of the quarter. The Second Quarter Interest Earnings (period ending December 31) of \$22,738.88 were deposited in the LAIF account.

As of January 31, 2025, the City's Total Ending Book Value (or what the City actually paid for the investments) for both investment accounts (long and short-term accounts) is \$150,512,232.88. Both accounts combined had an overall increase of \$430,559.32 or 0.29%, which includes any deposits, dispositions, applicable interest earning, and less any realized gain/loss or monthly fees charged to the account.

The City is also earning monthly dividends in the General Checking account. The Wells Fargo "Cash Sweep Program" allows the City to earn a return on uninvested cash balances in our General Checking Account by automatically "sweeping" cash balances into a Sweep investment vehicle until such balances are otherwise needed to satisfy obligations arising in the account.

The total earnings from the Cash Sweep Program for the month of January were \$405,936.38.

Attached are the investment portfolio accounts for Chandler for the month of January (Attachment 1) and the regular monthly statement for January for LAIF (Attachment 2), which lists all transactions associated with the respective accounts. In addition, Attachment 3 provides a summary of daily transactions for the Wells Fargo Cash Sweep Program.

This report also includes a statement of compliance with state law and the City's investment policy for the various investment categories.

FISCAL IMPACT

The recommended action has no fiscal impact. Interest earnings projections are included in the Fiscal Year 2024/25 Operating Budget.

ATTACHMENTS

1. Chandler Asset Management Monthly Account Statement for January 2025
2. Local Agency Investment Fund (LAIF) Monthly Statement for January 2025
3. Wells Fargo Cash Sweep Program January 2025 Statement

MONTHLY ACCOUNT STATEMENT

Murrieta Consolidated | Account | As of January 31, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Custodian:

US Bank

PORTFOLIO SUMMARY

Murrieta Consolidated | Account | As of January 31, 2025

Portfolio Characteristics

Average Modified Duration	1.63
Average Coupon	3.47%
Average Purchase YTM	4.15%
Average Market YTM	4.36%
Average Quality*	AA+
Average Final Maturity	1.87
Average Life	1.68

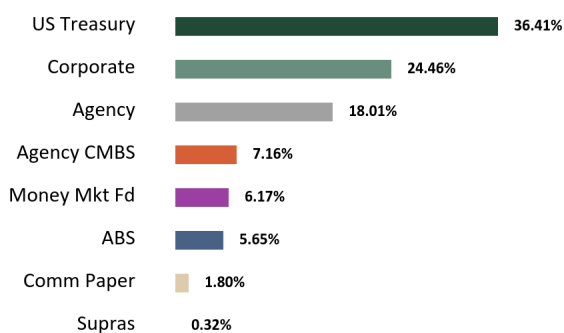
Account Summary

	End Values as of 12/31/2024	End Values as of 01/31/2025
Market Value	149,082,097.03	149,734,882.47
Accrued Interest	1,062,389.06	1,091,421.29
Total Market Value	150,144,486.08	150,826,303.76
Income Earned	418,712.99	423,591.60
Cont/WD	0.00	0.00
Par	151,088,334.01	151,486,046.85
Book Value	148,126,527.34	148,534,347.78
Cost Value	148,126,527.34	148,534,347.78

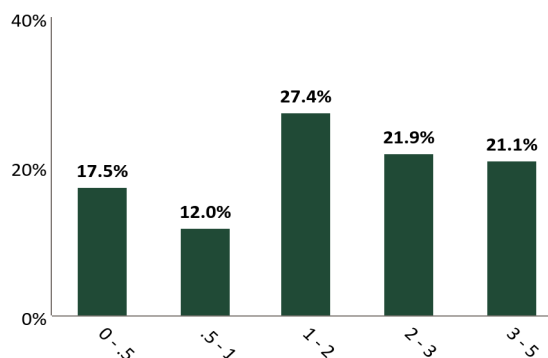
Top Issuers

Government of The United States	36.41%
Federal Home Loan Banks	9.95%
Farm Credit System	8.06%
FHLMC	7.16%
U.S. Bancorp	6.17%
Mitsubishi UFJ Financial Group, Inc.	1.80%
Caterpillar Inc.	1.23%
The Home Depot, Inc.	1.17%

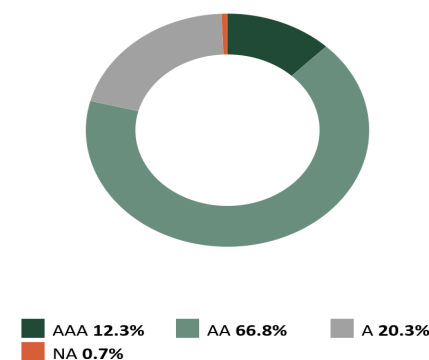
Sector Allocation



Maturity Distribution



Credit Quality (S&P)



*The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch
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STATEMENT OF COMPLIANCE



Murrieta Consolidated | Account | As of January 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	20.0	7.2	Compliant	
Max % Issuer (MV)	30.0	7.1	Compliant	
Max Maturity (Years)	5.0	4.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	5.7	Compliant	
Max % Issuer (MV)	5.0	1.0	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	40.0	1.8	Compliant	
Max % Issuer (MV)	5.0	1.8	Compliant	
Max Maturity (Days)	270	32	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	24.5	Compliant	
Max % Issuer (MV)	5.0	1.2	Compliant	
Max Maturity (Years)	5	3	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				

STATEMENT OF COMPLIANCE



Murrieta Consolidated | Account | As of January 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	18.0	Compliant	
Max % Issuer (MV)	30.0	10.0	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	3	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	6.2	Compliant	
Max % Issuer (MV)	10.0	6.2	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	0.3	Compliant	
Max % Issuer (MV)	10.0	0.3	Compliant	
Max Maturity (Years)	5	3	Compliant	

STATEMENT OF COMPLIANCE



Murrieta Consolidated | Account | As of January 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	36.4	Compliant	
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY



Murrieta Consolidated | Account | As of January 31, 2025

Maturities / Calls

Month to Date	(5,755,000.00)
Fiscal Year to Date	(5,755,000.00)

Principal Paydowns

Month to Date	(139,022.70)
Fiscal Year to Date	(139,022.70)

Purchases

Month to Date	8,606,418.67
Fiscal Year to Date	8,606,418.67

Sales

Month to Date	(2,318,836.60)
Fiscal Year to Date	(2,318,836.60)

Interest Received

Month to Date	434,975.46
Fiscal Year to Date	434,975.46

Purchased / Sold Interest

Month to Date	(40,416.09)
Fiscal Year to Date	(40,416.09)

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (01/01/2025)
Beginning Book Value	148,126,527.34	148,126,527.34
Maturities/Calls	(5,755,000.00)	(5,755,000.00)
Principal Paydowns	(139,022.70)	(139,022.70)
Purchases	8,606,418.67	8,606,418.67
Sales	(2,318,836.60)	(2,318,836.60)
Change in Cash, Payables, Receivables	530.05	530.05
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	13,731.02	13,731.02
Ending Book Value	148,534,347.78	148,534,347.78

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (01/01/2025)
Beginning Market Value	149,082,097.03	149,082,097.03
Maturities/Calls	(5,755,000.00)	(5,755,000.00)
Principal Paydowns	(139,022.70)	(139,022.70)
Purchases	8,606,418.67	8,606,418.67
Sales	(2,318,836.60)	(2,318,836.60)
Change in Cash, Payables, Receivables	530.05	530.05
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	244,965.01	244,965.01
Realized Gain (Loss)	13,731.02	13,731.02
Ending Market Value	149,734,882.47	149,734,882.47

HOLDINGS REPORT



Murrieta Consolidated | Account | As of January 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
05593AAC3	BMWLT 2023-1 A3 5.16 11/25/2025	21,035.52	02/07/2023 5.16%	21,035.02 21,035.02	100.04 4.68%	21,044.34 18.09	0.01% 9.31	Aaa/AAA NA	0.82 0.08
43815GAC3	HAROT 2021-4 A3 0.88 01/21/2026	39,842.96	11/16/2021 0.89%	39,834.56 39,834.56	99.37 4.91%	39,591.78 9.74	0.03% (242.78)	Aaa/NA AAA	0.97 0.16
47789QAC4	JDOT 2021-B A3 0.52 03/16/2026	39,173.37	07/13/2021 0.52%	39,169.87 39,169.87	99.66 3.58%	39,041.11 9.05	0.03% (128.76)	Aaa/NA AAA	1.12 0.11
43815PAC3	HAROT 2022-2 A3 3.73 07/20/2026	168,521.58	08/15/2022 3.73%	168,511.54 168,511.54	99.66 4.68%	167,947.02 226.99	0.11% (564.52)	NA/AAA AAA	1.47 0.37
05602RAD3	BMWOT 2022-A A3 3.21 08/25/2026	99,006.01	05/10/2022 3.21%	99,000.86 99,000.86	99.60 4.64%	98,609.95 52.97	0.07% (390.92)	Aaa/AAA NA	1.56 0.28
47787JAC2	JDOT 2022 A3 0.36 09/15/2026	104,720.59	03/10/2022 2.33%	104,697.42 104,697.42	99.24 4.28%	103,926.97 107.98	0.07% (770.45)	Aaa/NA AAA	1.62 0.39
362554AC1	GMCAR 2021-4 A3 0.68 09/16/2026	43,555.53	10/13/2021 0.68%	43,554.42 43,554.42	99.22 4.37%	43,214.68 12.34	0.03% (339.74)	Aaa/AAA NA	1.62 0.21
380146AC4	GMCAR 2022-1 A3 1.26 11/16/2026	48,717.94	01/11/2022 1.26%	48,713.70 48,713.70	99.23 4.64%	48,342.18 25.58	0.03% (371.52)	NA/AAA AAA	1.79 0.23
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	280,000.00	08/08/2023 5.38%	279,966.43 279,966.43	100.43 4.61%	281,193.33 460.29	0.19% 1,226.90	NA/AAA AAA	1.80 0.51
36269FAD8	GMALT 2024-1 A3 5.09 03/22/2027	455,000.00	02/08/2024 5.09%	454,943.13 454,943.13	100.57 4.55%	457,615.16 707.65	0.31% 2,672.03	NA/AAA AAA	2.14 0.97
05611UAD5	BMWLT 2024-1 A3 4.98 03/25/2027	1,000,000.00	06/20/2024 5.19%	994,687.50 994,687.50	100.49 4.55%	1,004,886.50 830.00	0.67% 10,199.00	Aaa/AAA NA	2.15 1.02
36265WAD5	GMCAR 2022-3 A3 3.64 04/16/2027	171,908.08	07/06/2022 3.64%	171,906.90 171,906.90	99.63 4.61%	171,265.95 260.73	0.11% (640.94)	Aaa/NA AAA	2.21 0.40
02582JIT8	AMXCA 2022-2 A 3.39 05/17/2027	905,000.00	05/17/2022 3.40%	904,799.81 904,799.81	99.67 4.60%	902,042.82 1,363.53	0.60% (2,756.99)	NA/AAA AAA	0.28 0.28
58770JAD6	MBALT 2024-A A3 5.32 01/18/2028	350,000.00	05/17/2024 5.32%	349,959.05 349,959.05	101.20 4.60%	354,200.00 827.56	0.24% 4,240.95	Aaa/NA AAA	2.96 1.52
58769GAD5	MBALT 2024-B A3 4.23 02/15/2028	545,000.00	09/17/2024 4.24%	544,908.28 544,908.28	99.61 4.52%	542,878.10 1,024.60	0.36% (2,030.18)	NA/AAA AAA	3.04 1.54
437918AC9	HAROT 2024-1 A3 5.21 08/15/2028	1,250,000.00	02/13/2024 5.21%	1,249,945.63 1,249,945.63	100.99 4.55%	1,262,342.63 2,894.44	0.84% 12,397.00	Aaa/AAA NA	3.54 1.36
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	1,320,000.00	09/07/2023 5.17%	1,319,634.10 1,319,634.10	101.09 4.50%	1,334,331.50 3,027.20	0.89% 14,697.40	NR/AAA AAA	3.62 1.52

HOLDINGS REPORT



Murrieta Consolidated | Account | As of January 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	335,000.00	03/11/2024 4.96%	334,981.24 334,981.24	100.72 4.63%	337,396.32 738.49	0.23% 2,415.08	Aaa/NA AAA	3.79 1.89
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	600,000.00	06/04/2024 5.24%	599,908.86 599,908.86	101.04 4.49%	606,256.74 518.00	0.40% 6,347.88	Aaa/AAA NA	4.07 1.40
02582JKH2	AMXCA 2024-1 A 5.23 04/16/2029	640,000.00	04/16/2024 5.23%	639,868.80 639,868.80	101.57 4.52%	650,072.77 1,487.64	0.43% 10,203.97	NA/AAA AAA	4.21 2.03
Total ABS		8,416,481.58	4.74%	8,410,027.13	100.59 4.54%	8,466,199.86 14,602.87	5.65% 56,172.73	Aaa/AAA AAA	2.79 1.18

AGENCY									
3133ENPG9	FEDERAL FARM CREDIT BANKS FUNDING CORP 1.75 02/14/2025	1,200,000.00	02/25/2022 1.82%	1,197,456.00 1,197,456.00	99.92 4.28%	1,199,059.85 9,741.67	0.80% 1,603.85	Aaa/AA+ AA+	0.04 0.03
3133EPW68	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026	1,400,000.00	01/24/2024 4.40%	1,392,860.00 1,392,860.00	99.91 4.22%	1,398,705.11 1,443.75	0.93% 5,845.11	Aaa/AA+ AA+	0.97 0.94
3133ERDZ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/08/2026	1,000,000.00	05/20/2024 4.87%	997,690.00 997,690.00	100.73 4.15%	1,007,281.72 10,951.39	0.67% 9,591.72	Aaa/AA+ AA+	1.27 1.20
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	2,000,000.00	08/16/2023 4.78%	1,998,620.00 1,998,620.00	100.60 4.28%	2,012,093.90 12,930.56	1.34% 13,473.90	Aaa/AA+ AA+	1.36 1.30
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	2,000,000.00	11/09/2023 4.85%	2,007,480.00 2,007,480.00	101.13 4.21%	2,022,655.26 277.78	1.35% 15,175.26	Aaa/AA+ AA+	1.49 1.43
3133EPSW6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026	2,405,000.00	08/09/2023 4.58%	2,399,468.50 2,399,468.50	100.43 4.20%	2,415,457.97 50,204.38	1.61% 15,989.47	Aaa/AA+ AA+	1.53 1.44
3130AWTQ3	FEDERAL HOME LOAN BANKS 4.625 09/11/2026	4,500,000.00	-- 4.81%	4,476,030.00 4,476,030.00	100.61 4.23%	4,527,421.34 80,937.50	3.02% 51,391.34	Aaa/AA+ AA+	1.61 1.51
3130AXU63	FEDERAL HOME LOAN BANKS 4.625 11/17/2026	1,750,000.00	11/30/2023 4.53%	1,754,427.50 1,754,427.50	100.68 4.22%	1,761,841.43 16,637.15	1.18% 7,413.93	Aaa/AA+ AA+	1.79 1.69
3130AYPNO	FEDERAL HOME LOAN BANKS 4.125 01/15/2027	2,000,000.00	01/30/2024 4.21%	1,995,560.00 1,995,560.00	100.09 4.08%	2,001,791.60 3,666.67	1.34% 6,231.60	Aaa/AA+ AA+	1.96 1.85
3133EP6K6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027	1,000,000.00	04/08/2024 4.66%	995,520.00 995,520.00	100.47 4.26%	1,004,731.05 15,625.00	0.67% 9,211.05	Aaa/AA+ AA+	2.15 2.00
3130BOTY5	FEDERAL HOME LOAN BANKS 4.75 04/09/2027	1,500,000.00	04/10/2024 4.84%	1,496,115.00 1,496,115.00	101.15 4.19%	1,517,197.50 22,166.67	1.01% 21,082.50	Aaa/AA+ AA+	2.19 2.03
3133ERFJ5	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 05/20/2027	1,000,000.00	05/20/2024 4.69%	994,830.00 994,830.00	100.63 4.21%	1,006,252.33 8,875.00	0.67% 11,422.33	Aaa/AA+ AA+	2.30 2.14

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Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3130AVVX7	FEDERAL HOME LOAN BANKS 3.75 06/09/2028	1,120,000.00	06/07/2023 4.00%	1,107,243.20 1,107,243.20	98.19 4.34%	1,099,704.09 6,066.67	0.73% (7,539.11)	Aaa/AA+ AA+	3.36 3.09
3130AWC24	FEDERAL HOME LOAN BANKS 4.0 06/09/2028	2,000,000.00	07/06/2023 4.49%	1,956,940.00 1,956,940.00	98.97 4.33%	1,979,497.40 11,555.56	1.32% 22,557.40	Aaa/AA+ AA+	3.36 3.08
3133EPWK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028	2,000,000.00	10/12/2023 4.71%	1,981,460.00 1,981,460.00	100.64 4.31%	2,012,763.48 32,250.00	1.34% 31,303.48	Aaa/AA+ AA+	3.64 3.27
Total Agency		26,875,000.00	4.50%	26,751,700.20	100.35 4.23%	26,966,454.02 283,329.72	18.01% 214,753.82	Aaa/AA+ AA+	1.93 1.79

AGENCY CMBS

3137BM7C4	FHMS K-051 A2 3.308 09/25/2025	1,180,208.76	06/23/2022 3.30%	1,177,719.25 1,177,719.25	99.15 4.51%	1,170,229.86 3,253.44	0.78% (7,489.39)	Aaa/AA+ AAA	0.65 0.53
3137BSP72	FHMS K-058 A2 2.653 08/25/2026	2,000,000.00	02/09/2023 4.27%	1,890,546.88 1,890,546.88	97.26 4.44%	1,945,163.80 4,421.67	1.30% 54,616.92	Aaa/AA+ AAA	1.56 1.46
3137BTUM1	FHMS K-061 A2 3.347 11/25/2026	875,787.14	09/22/2022 4.23%	844,347.75 844,347.75	97.74 4.63%	855,984.80 2,442.72	0.57% 11,637.05	Aaa/AA+ AAA	1.82 1.63
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	862,000.00	-- 4.03%	839,600.51 839,600.51	98.02 4.47%	844,924.12 2,463.88	0.56% 5,323.61	Aaa/AA+ AAA	1.98 1.74
3137F1G44	FHMS K-065 A2 3.243 04/25/2027	1,000,000.00	09/19/2022 4.02%	965,468.75 965,468.75	97.35 4.48%	973,519.30 2,702.50	0.65% 8,050.55	Aaa/AA+ AAA	2.23 2.03
3137FBU79	FHMS K-069 A2 3.187 09/25/2027	1,237,370.53	05/18/2023 4.13%	1,188,600.73 1,188,600.73	96.72 4.50%	1,196,814.84 3,286.25	0.80% 8,214.11	Aaa/AAA AA+	2.65 2.41
3137F4X72	FHMS K-075 A2 3.65 02/25/2028	1,165,000.00	09/14/2023 4.83%	1,107,478.13 1,107,478.13	97.40 4.53%	1,134,657.11 3,543.54	0.76% 27,178.98	Aaa/AA+ AAA	3.07 2.81
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	1,250,000.00	05/28/2024 4.94%	1,197,265.63 1,197,265.63	97.73 4.56%	1,221,682.75 4,062.50	0.82% 24,417.12	Aaa/AA+ AAA	3.57 3.23
3137H5YC5	FHMS K-748 A2 2.26 01/25/2029	1,500,000.00	08/19/2024 4.12%	1,385,332.03 1,385,332.03	91.62 4.62%	1,374,341.55 2,825.00	0.92% (10,990.48)	Aaa/AA+ AAA	3.99 3.64
Total Agency CMBS		11,070,366.42	4.22%	10,596,359.67	96.86 4.52%	10,717,318.13 29,001.50	7.16% 120,958.47	Aaa/AA+ AAA	2.40 2.18

CASH

CCYUSD	Receivable	2,472.93	-- 0.00%	2,472.93 2,472.93	1.00 0.00%	2,472.93 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
CCYUSD	Receivable	26,140.17	-- 0.00%	26,140.17 26,140.17	1.00 0.00%	26,140.17 0.00	0.02% 0.00	Aaa/AAA AAA	0.00 0.00

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Total Cash		28,613.10	0.00%	28,613.10	1.00 0.00%	28,613.10 0.00	0.02% 0.00	Aaa/AAA AAA	0.00 0.00
COMMERCIAL PAPER									
62479LQ40	MUFG Bank, Ltd. - New York Branch 03/04/2025	2,700,000.00	06/07/2024 5.36%	2,594,902.50 2,594,902.50	99.62 4.05%	2,689,699.50 0.00	1.80% 94,797.00	P-1/A-1 NA	0.09 0.07
Total Commercial Paper		2,700,000.00	5.36%	2,594,902.50 2,594,902.50	99.62 4.05%	2,689,699.50 0.00	1.80% 94,797.00	P-1/A-1 NA	0.09 0.07
CORPORATE									
06406RBC0	BANK OF NEW YORK MELLON CORP 3.35 04/25/2025	900,000.00	04/19/2022 3.35%	899,874.00 899,874.00	99.74 4.48%	897,620.32 8,040.00	0.60% (2,253.68)	Aa3/A AA-	0.23 0.23
14913R2V8	CATERPILLAR FINANCIAL SERVICES CORP 3.4 05/13/2025	480,000.00	05/10/2022 3.44%	479,390.40 479,390.40	99.72 4.40%	478,636.64 3,536.00	0.32% (753.76)	A2/A A+	0.28 0.27
438516CB0	HONEYWELL INTERNATIONAL INC 1.35 06/01/2025	1,000,000.00	03/09/2022 2.31%	970,280.00 970,280.00	98.97 4.53%	989,706.26 2,250.00	0.66% 19,426.26	A2/A A	0.33 0.32
89115A2A9	TORONTO-DOMINION BANK 3.766 06/06/2025	1,000,000.00	06/02/2022 3.70%	1,001,830.00 1,001,830.00	99.75 4.48%	997,518.16 5,753.61	0.67% (4,311.84)	A2/A- NA	0.34 0.34
63743HFE7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 3.45 06/15/2025	1,105,000.00	-- 3.61%	1,099,973.65 1,099,973.65	99.56 4.64%	1,100,181.61 4,871.21	0.73% 207.96	A2/A- A	0.37 0.36
14913R2Z9	CATERPILLAR FINANCIAL SERVICES CORP 3.65 08/12/2025	1,375,000.00	08/08/2022 3.69%	1,373,336.25 1,373,336.25	99.62 4.38%	1,369,840.60 23,560.24	0.91% (3,495.65)	A2/A A+	0.53 0.51
26442UAA2	DUKE ENERGY PROGRESS LLC 3.25 08/15/2025	1,000,000.00	06/23/2022 3.57%	990,710.00 990,710.00	99.36 4.47%	993,618.72 14,986.11	0.66% 2,908.72	Aa3/A WR	0.54 0.51
437076CR1	HOME DEPOT INC 4.0 09/15/2025	1,000,000.00	09/14/2022 4.13%	996,380.00 996,380.00	99.80 4.33%	997,950.76 15,111.11	0.67% 1,570.76	A2/A A	0.62 0.59
023135CN4	AMAZON.COM INC 4.6 12/01/2025	425,000.00	11/29/2022 4.60%	424,974.50 424,974.50	100.18 4.38%	425,744.80 3,258.33	0.28% 770.30	A1/AA AA-	0.83 0.80
857477BR3	STATE STREET CORP 1.746 02/06/2026	335,000.00	02/02/2022 1.75%	335,000.00 335,000.00	99.97 4.93%	334,910.00 2,843.31	0.22% (90.00)	Aa3/A AA-	1.02 0.01
037833BY5	APPLE INC 3.25 02/23/2026	1,000,000.00	02/22/2023 4.72%	959,390.00 959,390.00	98.93 4.30%	989,307.30 14,263.89	0.66% 29,917.30	Aaa/AA+ NA	1.06 1.01
57629W6F2	MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026	750,000.00	04/04/2023 4.52%	749,482.50 749,482.50	100.05 4.45%	750,345.36 10,406.25	0.50% 862.86	Aa3/AA+ AA+	1.19 1.13

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00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	1,000,000.00	09/13/2023 5.23%	954,220.00 954,220.00	98.61 4.51%	986,051.69 8,188.89	0.66% 31,831.69	A2/A A	1.25 1.20
58989V2F0	MET TOWER GLOBAL FUNDING 5.4 06/20/2026	1,000,000.00	06/12/2023 5.38%	1,000,440.00 1,000,440.00	101.14 4.54%	1,011,367.11 6,150.00	0.68% 10,927.11	Aa3/AA- AA-	1.38 1.31
61747YET8	MORGAN STANLEY 4.679 07/17/2026	1,000,000.00	09/14/2022 4.68%	994,030.00 994,030.00	99.95 5.65%	999,544.54 1,819.61	0.67% 5,514.54	A1/A- A+	1.46 0.45
69371RS56	PACCAR FINANCIAL CORP 5.05 08/10/2026	1,450,000.00	-- 4.99%	1,451,925.00 1,451,925.00	100.86 4.46%	1,462,497.99 34,781.88	0.98% 10,572.99	A1/A+ NA	1.52 1.42
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	1,000,000.00	09/13/2023 5.57%	998,810.00 998,810.00	101.47 4.53%	1,014,668.70 25,020.50	0.68% 15,858.70	Aa1/A+ AA	1.54 1.35
713448FW3	PEPSICO INC 5.125 11/10/2026	510,000.00	11/08/2023 5.13%	509,862.30 509,862.30	101.25 4.38%	516,391.74 5,880.94	0.34% 6,529.44	A1/A+ NA	1.77 1.58
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	1,575,000.00	-- 5.08%	1,576,460.00 1,576,460.00	101.06 4.50%	1,591,691.99 11,848.81	1.06% 15,231.99	Aa2/AA- AA	1.85 1.66
24422EXF1	JOHN DEERE CAPITAL CORP 4.5 01/08/2027	1,000,000.00	01/10/2024 4.52%	999,460.00 999,460.00	100.25 4.36%	1,002,467.87 2,875.00	0.67% 3,007.87	A1/A A+	1.94 1.83
78016HZT0	ROYAL BANK OF CANADA 4.875 01/19/2027	1,245,000.00	01/10/2024 4.88%	1,244,688.75 1,244,688.75	100.60 4.55%	1,252,423.91 2,023.13	0.84% 7,735.16	A1/A AA-	1.97 1.85
17275RBQ4	CISCO SYSTEMS INC 4.8 02/26/2027	1,500,000.00	02/29/2024 4.78%	1,500,810.00 1,500,810.00	100.76 4.41%	1,511,459.87 31,000.00	1.01% 10,649.87	A1/AA- NA	2.07 1.83
857477CL5	STATE STREET CORP 4.993 03/18/2027	1,210,000.00	03/13/2024 4.99%	1,210,000.00 1,210,000.00	100.90 4.54%	1,220,922.14 22,320.10	0.82% 10,922.14	Aa3/A AA-	2.13 1.89
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	1,000,000.00	09/14/2022 4.23%	990,460.00 990,460.00	98.85 4.54%	988,527.31 9,000.00	0.66% (1,932.69)	A2/A+ A+	2.27 2.12
009158AY2	AIR PRODUCTS AND CHEMICALS INC 1.85 05/15/2027	1,500,000.00	02/09/2024 4.71%	1,371,945.00 1,371,945.00	94.38 4.47%	1,415,640.33 5,858.33	0.95% 43,695.33	A2/A NA	2.28 2.19
437076DB5	HOME DEPOT INC 4.875 06/25/2027	740,000.00	-- 4.95%	738,545.60 738,545.60	100.94 4.45%	746,991.56 3,607.50	0.50% 8,445.96	A2/A A	2.40 2.16
09290DAH4	BLACKROCK INC 4.6 07/26/2027	750,000.00	07/18/2024 4.57%	750,645.00 750,645.00	100.44 4.41%	753,282.11 479.17	0.50% 2,637.11	Aa3/AA- NA	2.48 2.25
532457CP1	ELI LILLY AND CO 4.15 08/14/2027	1,250,000.00	08/22/2024 4.10%	1,251,637.50 1,251,637.50	99.52 4.35%	1,243,967.48 24,064.24	0.83% (7,670.03)	A1/A+ NA	2.53 2.33
023135BC9	AMAZON.COM INC 3.15 08/22/2027	1,000,000.00	07/30/2024 4.55%	960,450.00 960,450.00	96.96 4.42%	969,630.43 13,912.50	0.65% 9,180.43	A1/AA AA-	2.56 2.38
89236TKJ3	TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027	1,000,000.00	06/20/2024 4.89%	989,900.00 989,900.00	100.15 4.49%	1,001,503.33 16,556.94	0.67% 11,603.33	A1/A+ A+	2.64 2.41

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64952WFJ7	NEW YORK LIFE GLOBAL FUNDING 3.9 10/01/2027	1,000,000.00	09/25/2024 3.91%	999,820.00 999,820.00	98.31 4.58%	983,103.99 13,000.00	0.66% (16,716.01)	Aaa/AA+ AAA	2.67 2.46
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	1,250,000.00	07/30/2024 4.60%	1,189,300.00 1,189,300.00	95.84 4.60%	1,198,009.91 10,857.64	0.80% 8,709.91	A2/A+ A	2.70 2.53
24422EXZ7	JOHN DEERE CAPITAL CORP 4.65 01/07/2028	700,000.00	01/06/2025 4.66%	699,790.00 699,790.00	100.50 4.47%	703,496.86 1,989.17	0.47% 3,706.86	A1/A A+	2.93 2.70
74456QBU9	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028	750,000.00	06/22/2023 4.79%	715,005.00 715,005.00	97.03 4.70%	727,721.65 6,937.50	0.49% 12,716.65	A1/A WR	3.25 2.99
341081GN1	FLORIDA POWER & LIGHT CO 4.4 05/15/2028	1,500,000.00	05/22/2023 4.64%	1,484,025.00 1,484,025.00	99.27 4.64%	1,489,078.62 13,933.33	0.99% 5,053.62	Aa2/A+ AA-	3.29 2.99
06368MJG0	BANK OF MONTREAL 5.004 01/27/2029	1,500,000.00	01/24/2025 4.96%	1,501,860.00 1,501,860.00	100.33 4.92%	1,505,022.95 834.00	1.01% 3,162.95	A2/A- AA-	3.99 2.74
Total Corporate		36,800,000.00	4.47%	36,364,710.45	99.54 4.54%	36,620,844.60 381,819.24	24.46% 256,134.15	A1/A+ AA-	1.81 1.60
MONEY MARKET FUND									
31846V567	FIRST AMER:GVT OBLG Z	112,295.96	-- 4.28%	112,295.96 112,295.96	1.00 4.28%	112,295.96 0.00	0.07% 0.00	Aaa/ AAAm AAA	0.00 0.00
31846V567	FIRST AMER:GVT OBLG Z	9,133,289.79	-- 4.28%	9,133,289.79 9,133,289.79	1.00 4.28%	9,133,289.79 0.00	6.10% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		9,245,585.75	4.28%	9,245,585.75	1.00 4.28%	9,245,585.75 0.00	6.17% 0.00	Aaa/ AAAm AAA	0.00 0.00
SUPRANATIONAL									
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	500,000.00	07/24/2023 4.26%	483,115.00 483,115.00	97.30 4.35%	486,508.59 923.61	0.32% 3,393.59	Aaa/AAA NA	3.45 3.19
Total Supranational		500,000.00	4.26%	483,115.00	97.30 4.35%	486,508.59 923.61	0.32% 3,393.59	Aaa/AAA NA	3.45 3.19
US TREASURY									

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912828ZF0	UNITED STATES TREASURY 0.5 03/31/2025	2,000,000.00	03/03/2021 0.54%	1,997,031.25 1,997,031.25	99.43 4.24%	1,988,541.66 3,406.59	1.33% (8,489.59)	Aaa/AA+ AA+	0.16 0.15
912828ZL7	UNITED STATES TREASURY 0.375 04/30/2025	2,000,000.00	04/12/2021 0.66%	1,977,343.75 1,977,343.75	99.07 4.33%	1,981,367.18 1,926.80	1.32% 4,023.43	Aaa/AA+ AA+	0.24 0.24
912828ZT0	UNITED STATES TREASURY 0.25 05/31/2025	1,800,000.00	10/14/2021 0.78%	1,765,757.81 1,765,757.81	98.69 4.38%	1,776,403.12 778.85	1.19% 10,645.31	Aaa/AA+ AA+	0.33 0.32
91282CAB7	UNITED STATES TREASURY 0.25 07/31/2025	2,000,000.00	12/02/2021 4.30%	1,942,031.25 1,942,031.25	98.05 4.29%	1,961,093.76 13.81	1.31% 19,062.51	Aaa/AA+ AA+	0.50 0.48
91282CAJ0	UNITED STATES TREASURY 0.25 08/31/2025	1,000,000.00	03/22/2022 2.42%	928,828.13 928,828.13	97.72 4.36%	977,156.25 1,063.54	0.65% 48,328.12	Aaa/AA+ AA+	0.58 0.56
9128285C0	UNITED STATES TREASURY 3.0 09/30/2025	3,250,000.00	-- 2.90%	3,259,882.81 3,259,882.81	99.18 4.28%	3,223,263.68 33,214.29	2.15% (36,619.13)	Aaa/AA+ AA+	0.66 0.63
9128285J5	UNITED STATES TREASURY 3.0 10/31/2025	2,500,000.00	06/23/2022 3.02%	2,498,632.81 2,498,632.81	99.08 4.27%	2,477,083.33 19,267.96	1.65% (21,549.49)	Aaa/AA+ AA+	0.75 0.71
912828M56	UNITED STATES TREASURY 2.25 11/15/2025	2,500,000.00	06/23/2022 3.11%	2,431,152.34 2,431,152.34	98.44 4.30%	2,461,054.68 12,120.17	1.64% 29,902.34	Aaa/AA+ AA+	0.79 0.76
9128285T3	UNITED STATES TREASURY 2.625 12/31/2025	2,500,000.00	09/14/2022 3.76%	2,412,792.97 2,412,792.97	98.57 4.25%	2,464,179.68 5,801.11	1.65% 51,386.71	Aaa/AA+ AA+	0.91 0.88
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	2,500,000.00	09/14/2022 3.74%	2,377,832.03 2,377,832.03	97.79 4.23%	2,444,628.90 19,162.09	1.63% 66,796.87	Aaa/AA+ AA+	1.16 1.11
91282CGV7	UNITED STATES TREASURY 3.75 04/15/2026	2,000,000.00	03/20/2024 4.63%	1,965,703.13 1,965,703.13	99.44 4.23%	1,988,750.00 22,458.79	1.33% 23,046.87	Aaa/AA+ AA+	1.20 1.14
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	3,000,000.00	09/13/2023 4.66%	2,767,031.25 2,767,031.25	96.23 4.22%	2,886,914.07 12,928.18	1.93% 119,882.82	Aaa/AA+ AA+	1.79 1.71
912828YX2	UNITED STATES TREASURY 1.75 12/31/2026	1,750,000.00	12/27/2023 3.96%	1,641,240.23 1,641,240.23	95.57 4.19%	1,672,480.46 2,707.18	1.12% 31,240.23	Aaa/AA+ AA+	1.91 1.84
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	2,500,000.00	11/17/2022 4.27%	2,349,414.06 2,349,414.06	96.53 4.20%	2,413,183.60 21,291.21	1.61% 63,769.54	Aaa/AA+ AA+	2.16 2.05
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	1,300,000.00	12/12/2022 3.87%	1,266,687.50 1,266,687.50	97.85 4.20%	1,272,019.53 3,734.81	0.85% 5,332.03	Aaa/AA+ AA+	2.41 2.28
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	2,000,000.00	07/26/2023 4.30%	1,887,109.38 1,887,109.38	96.54 4.23%	1,930,781.24 151.93	1.29% 43,671.86	Aaa/AA+ AA+	2.50 2.37
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	2,500,000.00	01/24/2023 3.65%	2,445,117.19 2,445,117.19	97.33 4.23%	2,433,203.13 33,235.50	1.63% (11,914.07)	Aaa/AA+ AA+	2.58 2.40
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	1,600,000.00	02/22/2023 4.19%	1,595,500.00 1,595,500.00	99.77 4.22%	1,596,312.50 22,483.52	1.07% 812.50	Aaa/AA+ AA+	2.66 2.45

HOLDINGS REPORT



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Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	1,400,000.00	06/07/2023 4.05%	1,298,937.50 1,298,937.50	94.84 4.24%	1,327,703.13 6,787.29	0.89% 28,765.63	Aaa/AA+ AA+	2.79 2.64
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	1,500,000.00	11/26/2024 4.24%	1,467,070.31 1,467,070.31	97.95 4.24%	1,469,238.29 145.03	0.98% 2,167.98	Aaa/AA+ AA+	3.00 2.80
9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	2,750,000.00	09/27/2024 3.51%	2,684,257.81 2,684,257.81	95.75 4.26%	2,633,232.42 34,935.46	1.76% (51,025.40)	Aaa/AA+ AA+	3.04 2.83
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	2,500,000.00	11/12/2024 4.34%	2,374,804.69 2,374,804.69	95.41 4.29%	2,385,351.55 33,203.13	1.59% 10,546.86	Aaa/AA+ AA+	3.54 3.26
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	2,000,000.00	04/22/2024 4.72%	1,870,625.00 1,870,625.00	95.93 4.30%	1,918,593.76 13,466.85	1.28% 47,968.76	Aaa/AA+ AA+	3.79 3.49
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	2,250,000.00	01/30/2025 4.31%	2,244,726.56 2,244,726.56	99.76 4.31%	2,244,550.77 40,680.25	1.50% (175.79)	Aaa/AA+ AA+	4.08 3.63
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	2,000,000.00	10/29/2024 4.30%	1,991,093.75 1,991,093.75	98.69 4.32%	1,973,750.00 220.99	1.32% (17,343.75)	Aaa/AA+ AA+	4.50 4.06
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	2,750,000.00	12/17/2024 4.26%	2,618,730.47 2,618,730.47	95.01 4.34%	2,612,822.27 36,559.05	1.74% (5,908.20)	Aaa/AA+ AA+	4.58 4.14
Total US Treasury		55,850,000.00	3.58%	54,059,333.98	97.63 4.27%	54,513,658.92 381,744.34	36.41% 454,324.94	Aaa/AA+ AA+	2.02 1.88
Total Portfolio		151,486,046.85	4.15%	148,534,347.78	92.75 4.36%	149,734,882.47 1,091,421.29	100.00% 1,200,534.69	Aa1/AA AA+	1.87 1.63
Total Market Value + Accrued						150,826,303.76			

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	01/03/2025	31846V567	1,290.75	FIRST AMER:GVT OBLG Z	1.000	4.35%	(1,290.75)	0.00	(1,290.75)	0.00
Purchase	01/03/2025	31846V567	26,792.30	FIRST AMER:GVT OBLG Z	1.000	4.35%	(26,792.30)	0.00	(26,792.30)	0.00
Purchase	01/06/2025	31846V567	759,246.88	FIRST AMER:GVT OBLG Z	1.000	4.35%	(759,246.88)	0.00	(759,246.88)	0.00
Purchase	01/08/2025	31846V567	22,500.00	FIRST AMER:GVT OBLG Z	1.000	4.35%	(22,500.00)	0.00	(22,500.00)	0.00
Purchase	01/09/2025	24422EXZ7	700,000.00	JOHN DEERE CAPITAL CORP 4.65 01/07/2028	99.970	4.66%	(699,790.00)	0.00	(699,790.00)	0.00
Purchase	01/13/2025	31846V567	8,750.00	FIRST AMER:GVT OBLG Z	1.000	4.35%	(8,750.00)	0.00	(8,750.00)	0.00
Purchase	01/15/2025	31846V567	91,543.62	FIRST AMER:GVT OBLG Z	1.000	4.35%	(91,543.62)	0.00	(91,543.62)	0.00
Purchase	01/16/2025	31846V567	28,454.66	FIRST AMER:GVT OBLG Z	1.000	4.35%	(28,454.66)	0.00	(28,454.66)	0.00
Purchase	01/16/2025	31846V567	8,934.35	FIRST AMER:GVT OBLG Z	1.000	4.35%	(8,934.35)	0.00	(8,934.35)	0.00
Purchase	01/17/2025	31846V567	23,395.00	FIRST AMER:GVT OBLG Z	1.000	4.35%	(23,395.00)	0.00	(23,395.00)	0.00
Purchase	01/21/2025	31846V567	1,034,764.14	FIRST AMER:GVT OBLG Z	1.000	4.35%	(1,034,764.14)	0.00	(1,034,764.14)	0.00
Purchase	01/21/2025	31846V567	40,276.84	FIRST AMER:GVT OBLG Z	1.000	4.35%	(40,276.84)	0.00	(40,276.84)	0.00
Purchase	01/22/2025	31846V567	28,875.00	FIRST AMER:GVT OBLG Z	1.000	4.35%	(28,875.00)	0.00	(28,875.00)	0.00
Purchase	01/27/2025	31846V567	35,218.57	FIRST AMER:GVT OBLG Z	1.000	4.35%	(35,218.57)	0.00	(35,218.57)	0.00
Purchase	01/27/2025	06368MJG0	1,500,000.00	BANK OF MONTREAL 5.004 01/27/2029	100.124	4.96%	(1,501,860.00)	0.00	(1,501,860.00)	0.00
Purchase	01/30/2025	31846V567	50,000.00	FIRST AMER:GVT OBLG Z	1.000	4.35%	(50,000.00)	0.00	(50,000.00)	0.00
Purchase	01/31/2025	31846V567	2,000,000.00	FIRST AMER:GVT OBLG Z	1.000	4.28%	(2,000,000.00)	0.00	(2,000,000.00)	0.00
Purchase	01/31/2025	91282CKD2	2,250,000.00	UNITED STATES TREASURY 4.25 02/28/2029	99.766	4.31%	(2,244,726.56)	(40,416.09)	(2,285,142.65)	0.00
Total Purchase			8,610,042.11				(8,606,418.67)	(40,416.09)	(8,646,834.76)	0.00
TOTAL ACQUISITIONS			8,610,042.11				(8,606,418.67)	(40,416.09)	(8,646,834.76)	0.00
OTHER										
Maturity	01/06/2025	3133ENKS8	(755,000.00)	FEDERAL FARM CREDIT BANKS FUNDING CORP 1.125 01/06/2025	100.000	1.13%	755,000.00	0.00	755,000.00	1,698.75
Maturity	01/21/2025	78016EYM3	(1,000,000.00)	ROYAL BANK OF CANADA 1.6 01/21/2025	100.000	1.60%	1,000,000.00	0.00	1,000,000.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Maturity	01/31/2025	89233GNX0	(2,000,000.00)	Toyota Motor Credit Corporation 01/31/2025	100.000	0.00%	2,000,000.00	0.00	2,000,000.00	74,375.00
Maturity	01/31/2025	912828Z52	(2,000,000.00)	UNITED STATES TREASURY 1.375 01/31/2025	100.000	1.38%	2,000,000.00	0.00	2,000,000.00	(62,500.00)
Total Maturity			(5,755,000.00)				5,755,000.00	0.00	5,755,000.00	13,573.75
Sale	01/09/2025	31846V567	(699,790.00)	FIRST AMER:GVT OBLG Z	1.000	4.35%	699,790.00	0.00	699,790.00	0.00
Sale	01/27/2025	31846V567	(1,443,903.95)	FIRST AMER:GVT OBLG Z	1.000	4.35%	1,443,903.95	0.00	1,443,903.95	0.00
Sale	01/31/2025	31846V567	(175,142.65)	FIRST AMER:GVT OBLG Z	1.000	4.28%	175,142.65	0.00	175,142.65	0.00
Total Sale			(2,318,836.60)				2,318,836.60	0.00	2,318,836.60	0.00
TOTAL OTHER TRANSACTIONS			(8,073,836.60)				8,073,836.60	0.00	8,073,836.60	13,573.75
OTHER										
Coupon	01/01/2025	3137BM7C4	0.00	FHMS K-051 A2 3.308 09/25/2025		3.30%	3,260.22	0.00	3,260.22	0.00
Coupon	01/01/2025	3137F1G44	0.00	FHMS K-065 A2 3.243 04/25/2027		4.02%	2,702.50	0.00	2,702.50	0.00
Coupon	01/01/2025	3137BSP72	0.00	FHMS K-058 A2 2.653 08/25/2026		4.27%	4,421.67	0.00	4,421.67	0.00
Coupon	01/01/2025	3137H5YC5	0.00	FHMS K-748 A2 2.26 01/25/2029		4.27%	2,825.00	0.00	2,825.00	0.00
Coupon	01/01/2025	3137BVZ82	0.00	FHMS K-063 A2 3.43 01/25/2027		4.64%	2,463.88	0.00	2,463.88	0.00
Coupon	01/01/2025	3137FBU79	0.00	FHMS K-069 A2 3.187 09/25/2027		4.64%	3,291.57	0.00	3,291.57	0.00
Coupon	01/01/2025	3137FJEH8	0.00	FHMS K-081 A2 3.9 08/25/2028		5.09%	4,062.50	0.00	4,062.50	0.00
Coupon	01/01/2025	3137BTUM1	0.00	FHMS K-061 A2 3.347 11/25/2026		5.22%	2,447.57	0.00	2,447.57	0.00
Coupon	01/01/2025	3137F4X72	0.00	FHMS K-075 A2 3.65 02/25/2028		5.27%	3,543.54	0.00	3,543.54	0.00
Coupon	01/06/2025	3133ENKS8	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 1.125 01/06/2025		1.13%	4,246.88	0.00	4,246.88	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Coupon	01/08/2025	24422EXF1	0.00	JOHN DEERE CAPITAL CORP 4.5 01/08/2027		4.52%	22,500.00	0.00	22,500.00	0.00
Coupon	01/12/2025	459058KT9	0.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		4.26%	8,750.00	0.00	8,750.00	0.00
Coupon	01/15/2025	47789QAC4	0.00	JDOT 2021-B A3 0.52 03/16/2026		0.52%	22.79	0.00	22.79	0.00
Coupon	01/15/2025	47787JAC2	0.00	JDOT 2022 A3 0.36 09/15/2026		2.33%	232.06	0.00	232.06	0.00
Coupon	01/15/2025	02582JIT8	0.00	AMXCA 2022-2 A 3.39 05/17/2027		3.40%	2,556.63	0.00	2,556.63	0.00
Coupon	01/15/2025	3130AYPN0	0.00	FEDERAL HOME LOAN BANKS 4.125 01/15/2027		4.21%	41,250.00	0.00	41,250.00	0.00
Coupon	01/15/2025	58769GAD5	0.00	MBALT 2024-B A3 4.23 02/15/2028		4.24%	1,921.13	0.00	1,921.13	0.00
Coupon	01/15/2025	47800RAD5	0.00	JDOT 2024 A3 4.96 11/15/2028		4.96%	1,384.67	0.00	1,384.67	0.00
Coupon	01/15/2025	161571HT4	0.00	CHAIT 2023-1 A 5.16 09/15/2028		5.17%	5,676.00	0.00	5,676.00	0.00
Coupon	01/15/2025	437918AC9	0.00	HAROT 2024-1 A3 5.21 08/15/2028		5.21%	5,427.08	0.00	5,427.08	0.00
Coupon	01/15/2025	02582JKH2	0.00	AMXCA 2024-1 A 5.23 04/16/2029		5.23%	2,789.33	0.00	2,789.33	0.00
Coupon	01/15/2025	58770JAD6	0.00	MBALT 2024-A A3 5.32 01/18/2028		5.32%	1,551.67	0.00	1,551.67	0.00
Coupon	01/16/2025	362554AC1	0.00	GMCAR 2021-4 A3 0.68 09/16/2026		0.68%	29.73	0.00	29.73	0.00
Coupon	01/16/2025	380146AC4	0.00	GMCAR 2022-1 A3 1.26 11/16/2026		1.26%	60.76	0.00	60.76	0.00
Coupon	01/16/2025	36265WAD5	0.00	GMCAR 2022-3 A3 3.64 04/16/2027		3.64%	578.07	0.00	578.07	0.00
Coupon	01/17/2025	61747YET8	0.00	MORGAN STANLEY 4.679 07/17/2026		4.85%	23,395.00	0.00	23,395.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Coupon	01/18/2025	43815PAC3	0.00	HAROT 2022-2 A3 3.73 07/20/2026		3.73%	588.96	0.00	588.96	0.00
Coupon	01/19/2025	78016HZT0	0.00	ROYAL BANK OF CANADA 4.875 01/19/2027		4.88%	30,346.88	0.00	30,346.88	0.00
Coupon	01/20/2025	36269FAD8	0.00	GMALT 2024-1 A3 5.09 03/22/2027		5.09%	1,929.96	0.00	1,929.96	0.00
Coupon	01/20/2025	379929AD4	0.00	GMALT 2023-3 A3 5.38 11/20/2026		5.38%	1,255.33	0.00	1,255.33	0.00
Coupon	01/21/2025	43815GAC3	0.00	HAROT 2021-4 A3 0.88 01/21/2026		0.89%	37.96	0.00	37.96	0.00
Coupon	01/21/2025	78016EYM3	0.00	ROYAL BANK OF CANADA 1.6 01/21/2025		1.60%	8,000.00	0.00	8,000.00	0.00
Coupon	01/22/2025	3133EPW68	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026		4.40%	28,875.00	0.00	28,875.00	0.00
Coupon	01/25/2025	05602RAD3	0.00	BMWOT 2022-A A3 3.21 08/25/2026		3.21%	306.86	0.00	306.86	0.00
Coupon	01/25/2025	05593AAC3	0.00	BMWLT 2023-1 A3 5.16 11/25/2025		5.16%	171.21	0.00	171.21	0.00
Coupon	01/25/2025	096919AD7	0.00	BMWOT 2024-A A3 5.18 02/26/2029		5.18%	2,590.00	0.00	2,590.00	0.00
Coupon	01/25/2025	05611UAD5	0.00	BMWLT 2024-1 A3 4.98 03/25/2027		5.19%	4,150.00	0.00	4,150.00	0.00
Coupon	01/26/2025	09290DAH4	0.00	BLACKROCK INC 4.6 07/26/2027		4.57%	17,250.00	0.00	17,250.00	0.00
Coupon	01/30/2025	3133EPZY4	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026		4.85%	50,000.00	0.00	50,000.00	0.00
Coupon	01/31/2025	91282CAB7	0.00	UNITED STATES TREASURY 0.25 07/31/2025		1.06%	2,500.00	0.00	2,500.00	0.00
Coupon	01/31/2025	912828Z52	0.00	UNITED STATES TREASURY 1.375 01/31/2025		1.38%	13,750.00	0.00	13,750.00	0.00
Coupon	01/31/2025	91282CLC3	0.00	UNITED STATES TREASURY 4.0 07/31/2029		4.10%	40,000.00	0.00	40,000.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Coupon	01/31/2025	91282CGH8	0.00	UNITED STATES TREASURY 3.5 01/31/2028		4.24%	26,250.00	0.00	26,250.00	0.00
Coupon	01/31/2025	91282CFB2	0.00	UNITED STATES TREASURY 2.75 07/31/2027		4.30%	27,500.00	0.00	27,500.00	0.00
Total Coupon			0.00				406,892.41	0.00	406,892.41	0.00
Custody Fee	01/27/2025	CCYUSD	(1,000.00)	Cash		0.00%	(1,000.00)	0.00	(1,000.00)	0.00
Total Custody Fee			(1,000.00)				(1,000.00)	0.00	(1,000.00)	0.00
Dividend	01/31/2025	31846V567	0.00	FIRST AMER:GVT OBLG Z		4.28%	28,613.10	0.00	28,613.10	0.00
Total Dividend			0.00				28,613.10	0.00	28,613.10	0.00
Principal Paydown	01/01/2025	3137BM7C4	2,458.85	FHMS K-051 A2 3.308 09/25/2025		3.30%	2,458.85	--	2,458.85	5.18
Principal Paydown	01/01/2025	3137FBU79	2,002.76	FHMS K-069 A2 3.187 09/25/2027		4.68%	2,002.76	--	2,002.76	78.93
Principal Paydown	01/01/2025	3137BTUM1	1,738.51	FHMS K-061 A2 3.347 11/25/2026		5.29%	1,738.51	--	1,738.51	62.41
Principal Paydown	01/15/2025	47789QAC4	13,420.33	JDOT 2021-B A3 0.52 03/16/2026		0.52%	13,420.33	--	13,420.33	1.20
Principal Paydown	01/15/2025	47787JAC2	15,311.93	JDOT 2022 A3 0.36 09/15/2026		2.33%	15,311.93	--	15,311.93	3.39
Principal Paydown	01/16/2025	362554AC1	8,904.62	GMCAR 2021-4 A3 0.68 09/16/2026		0.68%	8,904.62	--	8,904.62	0.23
Principal Paydown	01/16/2025	380146AC4	9,151.56	GMCAR 2022-1 A3 1.26 11/16/2026		1.26%	9,151.56	--	9,151.56	0.79
Principal Paydown	01/16/2025	36265WAD5	18,664.27	GMCAR 2022-3 A3 3.64 04/16/2027		3.64%	18,664.27	--	18,664.27	0.13
Principal Paydown	01/18/2025	43815PAC3	20,956.91	HAROT 2022-2 A3 3.73 07/20/2026		3.73%	20,956.91	--	20,956.91	1.25
Principal Paydown	01/21/2025	43815GAC3	11,924.98	HAROT 2021-4 A3 0.88 01/21/2026		0.89%	11,924.98	--	11,924.98	2.51
Principal Paydown	01/25/2025	05602RAD3	15,707.81	BMWOT 2022-A A3 3.21 08/25/2026		3.21%	15,707.81	--	15,707.81	0.81
Principal Paydown	01/25/2025	05593AAC3	18,780.17	BMWLT 2023-1 A3 5.16 11/25/2025		5.16%	18,780.17	--	18,780.17	0.44

TRANSACTION LEDGER



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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Total Principal Paydown			139,022.70				139,022.70	--	139,022.70	157.27
TOTAL OTHER TRANSACTIONS			138,022.70				573,528.21	0.00	573,528.21	157.27

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
31846V567			7,404,380.24 4,160,042.11 (2,318,836.60) 9,245,585.75	0.00 28,083.05 0.00 28,083.05	0.00 0.00 0.00 28,083.05	28,083.05
Total		9,245,585.75	9,245,585.75	28,083.05	28,083.05	28,083.05

CASH & EQUIVALENTS						
CCYUSD	Receivable		28,083.05 0.00 0.00 28,613.10	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		28,613.10	28,613.10	0.00	0.00	0.00

FIXED INCOME						
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	09/13/2023 09/15/2023 1,000,000.00	954,220.00 0.00 0.00 954,220.00	5,397.22 0.00 8,188.89 2,791.67	0.00 0.00 0.00 2,791.67	2,791.67
009158AY2	AIR PRODUCTS AND CHEMICALS INC 1.85 05/15/2027	02/09/2024 02/13/2024 1,500,000.00	1,371,945.00 0.00 0.00 1,371,945.00	3,545.83 0.00 5,858.33 2,312.50	0.00 0.00 0.00 2,312.50	2,312.50
023135BC9	AMAZON.COM INC 3.15 08/22/2027	07/30/2024 07/30/2024 1,000,000.00	960,450.00 0.00 0.00 960,450.00	11,287.50 0.00 13,912.50 2,625.00	0.00 0.00 0.00 2,625.00	2,625.00
023135CN4	AMAZON.COM INC 4.6 12/01/2025	11/29/2022 12/01/2022 425,000.00	424,974.50 0.00 0.00 424,974.50	1,629.17 0.00 3,258.33 1,629.17	0.00 0.00 0.00 1,629.17	1,629.17

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
02582JJT8	AMXCA 2022-2 A 3.39 05/17/2027	05/17/2022 05/24/2022 905,000.00	904,799.81 0.00 0.00 904,799.81	1,363.53 2,556.63 1,363.53 2,556.63	0.00 0.00 0.00 2,556.63	2,556.63
02582JKH2	AMXCA 2024-1 A 5.23 04/16/2029	04/16/2024 04/23/2024 640,000.00	639,868.80 0.00 0.00 639,868.80	1,487.64 2,789.33 1,487.64 2,789.33	0.00 0.00 0.00 2,789.33	2,789.33
037833BY5	APPLE INC 3.25 02/23/2026	02/22/2023 02/28/2023 1,000,000.00	959,390.00 0.00 0.00 959,390.00	11,555.56 0.00 14,263.89 2,708.33	0.00 0.00 0.00 2,708.33	2,708.33
05593AAC3	BMWLT 2023-1 A3 5.16 11/25/2025	02/07/2023 02/15/2023 21,035.52	39,814.75 0.00 (18,779.73) 21,035.02	34.24 171.21 18.09 155.06	0.00 0.00 0.00 155.06	155.06
05602RAD3	BMWOT 2022-A A3 3.21 08/25/2026	05/10/2022 05/18/2022 99,006.01	114,707.86 0.00 (15,707.00) 99,000.86	61.37 306.86 52.97 298.46	0.00 0.00 0.00 298.46	298.46
05611UAD5	BMWLT 2024-1 A3 4.98 03/25/2027	06/20/2024 06/21/2024 1,000,000.00	994,687.50 0.00 0.00 994,687.50	830.00 4,150.00 830.00 4,150.00	0.00 0.00 0.00 4,150.00	4,150.00
06368MJG0	BANK OF MONTREAL 5.004 01/27/2029	01/24/2025 01/27/2025 1,500,000.00	0.00 1,501,860.00 0.00 1,501,860.00	0.00 0.00 834.00 834.00	0.00 0.00 0.00 834.00	834.00
06406RBC0	BANK OF NEW YORK MELLON CORP 3.35 04/25/2025	04/19/2022 04/26/2022 900,000.00	899,874.00 0.00 0.00 899,874.00	5,527.50 0.00 8,040.00 2,512.50	0.00 0.00 0.00 2,512.50	2,512.50
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	09/13/2023 09/15/2023 1,000,000.00	998,810.00 0.00 0.00 998,810.00	20,415.50 0.00 25,020.50 4,605.00	0.00 0.00 0.00 4,605.00	4,605.00

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09290DAH4	BLACKROCK INC 4.6 07/26/2027	07/18/2024 07/26/2024 750,000.00	750,645.00 0.00 0.00 750,645.00	14,854.17 17,250.00 479.17 2,875.00	0.00 0.00 0.00 2,875.00	2,875.00
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	06/04/2024 06/11/2024 600,000.00	599,908.86 0.00 0.00 599,908.86	518.00 2,590.00 518.00 2,590.00	0.00 0.00 0.00 2,590.00	2,590.00
14913R2V8	CATERPILLAR FINANCIAL SERVICES CORP 3.4 05/13/2025	05/10/2022 05/13/2022 480,000.00	479,390.40 0.00 0.00 479,390.40	2,176.00 0.00 3,536.00 1,360.00	0.00 0.00 0.00 1,360.00	1,360.00
14913R2Z9	CATERPILLAR FINANCIAL SERVICES CORP 3.65 08/12/2025	08/08/2022 08/12/2022 1,375,000.00	1,373,336.25 0.00 0.00 1,373,336.25	19,377.95 0.00 23,560.24 4,182.29	0.00 0.00 0.00 4,182.29	4,182.29
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	09/07/2023 09/15/2023 1,320,000.00	1,319,634.10 0.00 0.00 1,319,634.10	3,027.20 5,676.00 3,027.20 5,676.00	0.00 0.00 0.00 5,676.00	5,676.00
17275RBQ4	CISCO SYSTEMS INC 4.8 02/26/2027	02/29/2024 03/04/2024 1,500,000.00	1,500,810.00 0.00 0.00 1,500,810.00	25,000.00 0.00 31,000.00 6,000.00	0.00 0.00 0.00 6,000.00	6,000.00
24422EXF1	JOHN DEERE CAPITAL CORP 4.5 01/08/2027	01/10/2024 01/17/2024 1,000,000.00	999,460.00 0.00 0.00 999,460.00	21,625.00 22,500.00 2,875.00 3,750.00	0.00 0.00 0.00 3,750.00	3,750.00
24422EXZ7	JOHN DEERE CAPITAL CORP 4.65 01/07/2028	01/06/2025 01/09/2025 700,000.00	699,790.00 0.00 699,790.00	0.00 1,989.17 1,989.17	0.00 0.00 1,989.17	1,989.17
26442UAA2	DUKE ENERGY PROGRESS LLC 3.25 08/15/2025	06/23/2022 06/27/2022 1,000,000.00	990,710.00 0.00 0.00 990,710.00	12,277.78 0.00 14,986.11 2,708.33	0.00 0.00 0.00 2,708.33	2,708.33

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3130AVVX7	FEDERAL HOME LOAN BANKS 3.75 06/09/2028	06/07/2023 06/09/2023 1,120,000.00	1,107,243.20 0.00 0.00 1,107,243.20	2,566.67 0.00 6,066.67 3,500.00	0.00 0.00 0.00 3,500.00	3,500.00
3130AWC24	FEDERAL HOME LOAN BANKS 4.0 06/09/2028	07/06/2023 07/10/2023 2,000,000.00	1,956,940.00 0.00 0.00 1,956,940.00	4,888.89 0.00 11,555.56 6,666.67	0.00 0.00 0.00 6,666.67	6,666.67
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	08/16/2023 08/17/2023 2,000,000.00	1,998,620.00 0.00 0.00 1,998,620.00	5,013.89 0.00 12,930.56 7,916.67	0.00 0.00 0.00 7,916.67	7,916.67
3130AWTQ3	FEDERAL HOME LOAN BANKS 4.625 09/11/2026	4,500,000.00	4,476,030.00 0.00 0.00 4,476,030.00	63,593.75 0.00 80,937.50 17,343.75	0.00 0.00 0.00 17,343.75	17,343.75
3130AXU63	FEDERAL HOME LOAN BANKS 4.625 11/17/2026	11/30/2023 12/01/2023 1,750,000.00	1,754,427.50 0.00 0.00 1,754,427.50	9,892.36 0.00 16,637.15 6,744.79	0.00 0.00 0.00 6,744.79	6,744.79
3130AYPN0	FEDERAL HOME LOAN BANKS 4.125 01/15/2027	01/30/2024 01/31/2024 2,000,000.00	1,995,560.00 0.00 0.00 1,995,560.00	38,041.67 41,250.00 3,666.67 6,875.00	0.00 0.00 0.00 6,875.00	6,875.00
3130BOTY5	FEDERAL HOME LOAN BANKS 4.75 04/09/2027	04/10/2024 04/15/2024 1,500,000.00	1,496,115.00 0.00 0.00 1,496,115.00	16,229.17 0.00 22,166.67 5,937.50	0.00 0.00 0.00 5,937.50	5,937.50
3133ENKS8	FEDERAL FARM CREDIT BANKS FUNDING CORP 1.125 01/06/2025	01/06/2022 01/11/2022 0.00	753,301.25 0.00 (753,301.25) 0.00	4,128.91 4,246.88 0.00 117.97	0.00 0.00 0.00 117.97	117.97
3133ENPG9	FEDERAL FARM CREDIT BANKS FUNDING CORP 1.75 02/14/2025	02/25/2022 02/28/2022 1,200,000.00	1,197,456.00 0.00 0.00 1,197,456.00	7,991.67 0.00 9,741.67 1,750.00	0.00 0.00 0.00 1,750.00	1,750.00

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3133EP6K6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027	04/08/2024 04/09/2024 1,000,000.00	995,520.00 0.00 0.00 995,520.00	11,875.00 0.00 15,625.00 3,750.00	0.00 0.00 0.00 3,750.00	3,750.00
3133EPSW6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026	08/09/2023 08/14/2023 2,405,000.00	2,399,468.50 0.00 0.00 2,399,468.50	41,185.63 0.00 50,204.38 9,018.75	0.00 0.00 0.00 9,018.75	9,018.75
3133EPW68	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026	01/24/2024 01/25/2024 1,400,000.00	1,392,860.00 0.00 0.00 1,392,860.00	25,506.25 28,875.00 1,443.75 4,812.50	0.00 0.00 0.00 4,812.50	4,812.50
3133EPWK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028	10/12/2023 10/16/2023 2,000,000.00	1,981,460.00 0.00 0.00 1,981,460.00	24,750.00 0.00 32,250.00 7,500.00	0.00 0.00 0.00 7,500.00	7,500.00
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	11/09/2023 11/10/2023 2,000,000.00	2,007,480.00 0.00 0.00 2,007,480.00	41,944.44 50,000.00 277.78 8,333.33	0.00 0.00 0.00 8,333.33	8,333.33
3133ERDZ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/08/2026	05/20/2024 05/21/2024 1,000,000.00	997,690.00 0.00 0.00 997,690.00	6,993.06 0.00 10,951.39 3,958.33	0.00 0.00 0.00 3,958.33	3,958.33
3133ERFJ5	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 05/20/2027	05/20/2024 05/21/2024 1,000,000.00	994,830.00 0.00 0.00 994,830.00	5,125.00 0.00 8,875.00 3,750.00	0.00 0.00 0.00 3,750.00	3,750.00
3137BM7C4	FHMS K-051 A2 3.308 09/25/2025	06/23/2022 06/28/2022 1,180,208.76	1,180,172.92 0.00 (2,453.67) 1,177,719.25	3,260.22 3,260.22 3,253.44 3,253.44	0.00 0.00 0.00 3,253.44	3,253.44
3137BSP72	FHMS K-058 A2 2.653 08/25/2026	02/09/2023 02/14/2023 2,000,000.00	1,890,546.88 0.00 0.00 1,890,546.88	4,421.67 4,421.67 4,421.67 4,421.67	0.00 0.00 0.00 4,421.67	4,421.67

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3137BTUM1	FHMS K-061 A2 3.347 11/25/2026	09/22/2022 09/27/2022 875,787.14	846,023.85 0.00 (1,676.10) 844,347.75	2,447.57 2,447.57 2,442.72 2,442.72	0.00 0.00 0.00 2,442.72	2,442.72
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	862,000.00	839,600.51 0.00 0.00 839,600.51	2,463.88 2,463.88 2,463.88 2,463.88	0.00 0.00 0.00 2,463.88	2,463.88
3137F1G44	FHMS K-065 A2 3.243 04/25/2027	09/19/2022 09/22/2022 1,000,000.00	965,468.75 0.00 0.00 965,468.75	2,702.50 2,702.50 2,702.50 2,702.50	0.00 0.00 0.00 2,702.50	2,702.50
3137F4X72	FHMS K-075 A2 3.65 02/25/2028	09/14/2023 09/19/2023 1,165,000.00	1,107,478.13 0.00 0.00 1,107,478.13	3,543.54 3,543.54 3,543.54 3,543.54	0.00 0.00 0.00 3,543.54	3,543.54
3137FBU79	FHMS K-069 A2 3.187 09/25/2027	05/18/2023 05/23/2023 1,237,370.53	1,190,524.56 0.00 (1,923.83) 1,188,600.73	3,291.57 3,291.57 3,286.25 3,286.25	0.00 0.00 0.00 3,286.25	3,286.25
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	05/28/2024 05/31/2024 1,250,000.00	1,197,265.63 0.00 0.00 1,197,265.63	4,062.50 4,062.50 4,062.50 4,062.50	0.00 0.00 0.00 4,062.50	4,062.50
3137H5YC5	FHMS K-748 A2 2.26 01/25/2029	08/19/2024 08/22/2024 1,500,000.00	1,385,332.03 0.00 0.00 1,385,332.03	2,825.00 2,825.00 2,825.00 2,825.00	0.00 0.00 0.00 2,825.00	2,825.00
341081GN1	FLORIDA POWER & LIGHT CO 4.4 05/15/2028	05/22/2023 05/24/2023 1,500,000.00	1,484,025.00 0.00 0.00 1,484,025.00	8,433.33 0.00 13,933.33 5,500.00	0.00 0.00 0.00 5,500.00	5,500.00
362554AC1	GMCAR 2021-4 A3 0.68 09/16/2026	10/13/2021 10/21/2021 43,555.53	52,458.82 0.00 (8,904.39) 43,554.42	14.86 29.73 12.34 27.21	0.00 0.00 0.00 27.21	27.21

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36265WAD5	GMCAR 2022-3 A3 3.64 04/16/2027	07/06/2022 07/13/2022 171,908.08	190,571.04 0.00 (18,664.14) 171,906.90	289.03 578.07 260.73 549.76	0.00 0.00 0.00 549.76	549.76
36269FAD8	GMALT 2024-1 A3 5.09 03/22/2027	02/08/2024 02/15/2024 455,000.00	454,943.13 0.00 0.00 454,943.13	707.65 1,929.96 707.65 1,929.96	0.00 0.00 0.00 1,929.96	1,929.96
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	08/08/2023 08/16/2023 280,000.00	279,966.43 0.00 0.00 279,966.43	460.29 1,255.33 460.29 1,255.33	0.00 0.00 0.00 1,255.33	1,255.33
380146AC4	GMCAR 2022-1 A3 1.26 11/16/2026	01/11/2022 01/19/2022 48,717.94	57,864.47 0.00 (9,150.77) 48,713.70	30.38 60.76 25.58 55.96	0.00 0.00 0.00 55.96	55.96
437076CR1	HOME DEPOT INC 4.0 09/15/2025	09/14/2022 09/19/2022 1,000,000.00	996,380.00 0.00 0.00 996,380.00	11,777.78 0.00 15,111.11 3,333.33	0.00 0.00 0.00 3,333.33	3,333.33
437076DB5	HOME DEPOT INC 4.875 06/25/2027	06/25/2024 740,000.00	738,545.60 0.00 0.00 738,545.60	601.25 0.00 3,607.50 3,006.25	0.00 0.00 0.00 3,006.25	3,006.25
437918AC9	HAROT 2024-1 A3 5.21 08/15/2028	02/13/2024 02/21/2024 1,250,000.00	1,249,945.63 0.00 0.00 1,249,945.63	2,894.44 5,427.08 2,894.44 5,427.08	0.00 0.00 0.00 5,427.08	5,427.08
43815GAC3	HAROT 2021-4 A3 0.88 01/21/2026	11/16/2021 11/24/2021 39,842.96	51,757.03 0.00 (11,922.47) 39,834.56	12.65 37.96 9.74 35.05	0.00 0.00 0.00 35.05	35.05
43815PAC3	HAROT 2022-2 A3 3.73 07/20/2026	08/15/2022 08/24/2022 168,521.58	189,467.20 0.00 (20,955.66) 168,511.54	255.22 588.96 226.99 560.73	0.00 0.00 0.00 560.73	560.73

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438516CB0	HONEYWELL INTERNATIONAL INC 1.35 06/01/2025	03/09/2022 03/11/2022 1,000,000.00	970,280.00 0.00 0.00 970,280.00	1,125.00 0.00 2,250.00 1,125.00	0.00 0.00 0.00 1,125.00	1,125.00
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	07/24/2023 07/26/2023 500,000.00	483,115.00 0.00 0.00 483,115.00	8,215.28 8,750.00 923.61 1,458.33	0.00 0.00 0.00 1,458.33	1,458.33
47787JAC2	JDOT 2022 A3 0.36 09/15/2026	03/10/2022 03/16/2022 104,720.59	120,005.97 0.00 (15,308.54) 104,697.42	123.77 232.06 107.98 216.27	0.00 0.00 0.00 216.27	216.27
47789QAC4	JDOT 2021-B A3 0.52 03/16/2026	07/13/2021 07/21/2021 39,173.37	52,589.01 0.00 (13,419.13) 39,169.87	12.16 22.79 9.05 19.69	0.00 0.00 0.00 19.69	19.69
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	03/11/2024 03/19/2024 335,000.00	334,981.24 0.00 0.00 334,981.24	738.49 1,384.67 738.49 1,384.67	0.00 0.00 0.00 1,384.67	1,384.67
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	12/08/2023 1,575,000.00	1,576,460.00 0.00 0.00 1,576,460.00	5,141.94 0.00 11,848.81 6,706.88	0.00 0.00 0.00 6,706.88	6,706.88
532457CP1	ELI LILLY AND CO 4.15 08/14/2027	08/22/2024 08/23/2024 1,250,000.00	1,251,637.50 0.00 0.00 1,251,637.50	19,741.32 0.00 24,064.24 4,322.92	0.00 0.00 0.00 4,322.92	4,322.92
57629W6F2	MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026	04/04/2023 04/12/2023 750,000.00	749,482.50 0.00 0.00 749,482.50	7,593.75 0.00 10,406.25 2,812.50	0.00 0.00 0.00 2,812.50	2,812.50
58769GAD5	MBALT 2024-B A3 4.23 02/15/2028	09/17/2024 09/25/2024 545,000.00	544,908.28 0.00 0.00 544,908.28	1,024.60 1,921.13 1,024.60 1,921.13	0.00 0.00 0.00 1,921.13	1,921.13

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58770JAD6	MBALT 2024-A A3 5.32 01/18/2028	05/17/2024 05/23/2024 350,000.00	349,959.05 0.00 0.00 349,959.05	827.56 1,551.67 827.56 1,551.67	0.00 0.00 0.00 1,551.67	1,551.67
58989V2F0	MET TOWER GLOBAL FUNDING 5.4 06/20/2026	06/12/2023 06/20/2023 1,000,000.00	1,000,440.00 0.00 0.00 1,000,440.00	1,650.00 0.00 6,150.00 4,500.00	0.00 0.00 0.00 4,500.00	4,500.00
61747YET8	MORGAN STANLEY 4.679 07/17/2026	09/14/2022 09/16/2022 1,000,000.00	994,030.00 0.00 0.00 994,030.00	21,315.44 23,395.00 1,819.61 3,899.17	0.00 0.00 0.00 3,899.17	3,899.17
62479LQ40	MUFG Bank, Ltd. - New York Branch 03/04/2025	06/07/2024 06/07/2024 2,700,000.00	2,594,902.50 0.00 0.00 2,594,902.50	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
63743HFE7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 3.45 06/15/2025	1,105,000.00	1,099,973.65 0.00 0.00 1,099,973.65	1,694.33 0.00 4,871.21 3,176.88	0.00 0.00 0.00 3,176.88	3,176.88
64952WFJ7	NEW YORK LIFE GLOBAL FUNDING 3.9 10/01/2027	09/25/2024 10/01/2024 1,000,000.00	999,820.00 0.00 0.00 999,820.00	9,750.00 0.00 13,000.00 3,250.00	0.00 0.00 0.00 3,250.00	3,250.00
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	09/14/2022 09/16/2022 1,000,000.00	990,460.00 0.00 0.00 990,460.00	5,666.67 0.00 9,000.00 3,333.33	0.00 0.00 0.00 3,333.33	3,333.33
69371RS56	PACCAR FINANCIAL CORP 5.05 08/10/2026	1,450,000.00	1,451,925.00 0.00 0.00 1,451,925.00	28,679.79 0.00 34,781.88 6,102.08	0.00 0.00 0.00 6,102.08	6,102.08
713448FW3	PEPSICO INC 5.125 11/10/2026	11/08/2023 11/10/2023 510,000.00	509,862.30 0.00 0.00 509,862.30	3,702.81 0.00 5,880.94 2,178.13	0.00 0.00 0.00 2,178.13	2,178.13

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74456QBU9	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028	06/22/2023 06/26/2023 750,000.00	715,005.00 0.00 0.00 715,005.00	4,625.00 0.00 6,937.50 2,312.50	0.00 0.00 0.00 2,312.50	2,312.50
78016EYM3	ROYAL BANK OF CANADA 1.6 01/21/2025	01/12/2022 01/21/2022 0.00	1,000,000.00 0.00 (1,000,000.00) 0.00	7,111.11 8,000.00 0.00 888.89	0.00 0.00 0.00 888.89	888.89
78016HZT0	ROYAL BANK OF CANADA 4.875 01/19/2027	01/10/2024 01/19/2024 1,245,000.00	1,244,688.75 0.00 0.00 1,244,688.75	27,312.19 30,346.88 2,023.13 5,057.82	0.00 0.00 0.00 5,057.82	5,057.82
857477BR3	STATE STREET CORP 1.746 02/06/2026	02/02/2022 02/07/2022 335,000.00	335,000.00 0.00 0.00 335,000.00	2,355.89 0.00 2,843.31 487.43	0.00 0.00 0.00 487.43	487.43
857477CL5	STATE STREET CORP 4.993 03/18/2027	03/13/2024 03/18/2024 1,210,000.00	1,210,000.00 0.00 0.00 1,210,000.00	17,285.49 0.00 22,320.10 5,034.61	0.00 0.00 0.00 5,034.61	5,034.61
89115A2A9	TORONTO-DOMINION BANK 3.766 06/06/2025	06/02/2022 06/08/2022 1,000,000.00	1,001,830.00 0.00 0.00 1,001,830.00	2,615.28 0.00 5,753.61 3,138.33	0.00 0.00 0.00 3,138.33	3,138.33
89233GNX0	Toyota Motor Credit Corporation 01/31/2025	05/21/2024 05/21/2024 0.00	1,925,625.00 0.00 (1,925,625.00) 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
89236TKJ3	TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027	06/20/2024 06/21/2024 1,000,000.00	989,900.00 0.00 0.00 989,900.00	12,765.28 0.00 16,556.94 3,791.67	0.00 0.00 0.00 3,791.67	3,791.67
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	06/07/2023 06/09/2023 1,400,000.00	1,298,937.50 0.00 0.00 1,298,937.50	4,089.78 0.00 6,787.29 2,697.51	0.00 0.00 0.00 2,697.51	2,697.51

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9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	09/27/2024 09/30/2024 2,750,000.00	2,684,257.81 0.00 0.00 2,684,257.81	28,564.88 0.00 34,935.46 6,370.58	0.00 0.00 0.00 6,370.58	6,370.58
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	11/12/2024 11/15/2024 2,500,000.00	2,374,804.69 0.00 0.00 2,374,804.69	27,148.44 0.00 33,203.13 6,054.69	0.00 0.00 0.00 6,054.69	6,054.69
9128285C0	UNITED STATES TREASURY 3.0 09/30/2025	3,250,000.00	3,259,882.81 0.00 0.00 3,259,882.81	24,910.71 0.00 33,214.29 8,303.57	0.00 0.00 0.00 8,303.57	8,303.57
9128285J5	UNITED STATES TREASURY 3.0 10/31/2025	06/23/2022 06/24/2022 2,500,000.00	2,498,632.81 0.00 0.00 2,498,632.81	12,845.30 0.00 19,267.96 6,422.65	0.00 0.00 0.00 6,422.65	6,422.65
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	04/22/2024 04/23/2024 2,000,000.00	1,870,625.00 0.00 0.00 1,870,625.00	8,114.64 0.00 13,466.85 5,352.21	0.00 0.00 0.00 5,352.21	5,352.21
9128285T3	UNITED STATES TREASURY 2.625 12/31/2025	09/14/2022 09/15/2022 2,500,000.00	2,412,792.97 0.00 0.00 2,412,792.97	181.28 0.00 5,801.11 5,619.82	0.00 0.00 0.00 5,619.82	5,619.82
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	09/14/2022 09/15/2022 2,500,000.00	2,377,832.03 0.00 0.00 2,377,832.03	14,371.57 0.00 19,162.09 4,790.52	0.00 0.00 0.00 4,790.52	4,790.52
912828M56	UNITED STATES TREASURY 2.25 11/15/2025	06/23/2022 06/24/2022 2,500,000.00	2,431,152.34 0.00 0.00 2,431,152.34	7,303.18 0.00 12,120.17 4,816.99	0.00 0.00 0.00 4,816.99	4,816.99
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	09/13/2023 09/14/2023 3,000,000.00	2,767,031.25 0.00 0.00 2,767,031.25	7,790.06 0.00 12,928.18 5,138.12	0.00 0.00 0.00 5,138.12	5,138.12

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912828YX2	UNITED STATES TREASURY 1.75 12/31/2026	12/27/2023 12/28/2023 1,750,000.00	1,641,240.23 0.00 0.00 1,641,240.23	84.60 0.00 2,707.18 2,622.58	0.00 0.00 0.00 2,622.58	2,622.58
912828Z52	UNITED STATES TREASURY 1.375 01/31/2025	06/04/2021 06/07/2021 0.00	2,062,500.00 0.00 (2,062,500.00) 0.00	11,508.15 13,750.00 0.00 2,241.85	0.00 0.00 0.00 2,241.85	2,241.85
912828ZF0	UNITED STATES TREASURY 0.5 03/31/2025	03/03/2021 03/04/2021 2,000,000.00	1,997,031.25 0.00 0.00 1,997,031.25	2,554.95 0.00 3,406.59 851.65	0.00 0.00 0.00 851.65	851.65
912828ZL7	UNITED STATES TREASURY 0.375 04/30/2025	04/12/2021 04/13/2021 2,000,000.00	1,977,343.75 0.00 0.00 1,977,343.75	1,284.53 0.00 1,926.80 642.27	0.00 0.00 0.00 642.27	642.27
912828ZT0	UNITED STATES TREASURY 0.25 05/31/2025	10/14/2021 10/15/2021 1,800,000.00	1,765,757.81 0.00 0.00 1,765,757.81	395.60 0.00 778.85 383.24	0.00 0.00 0.00 383.24	383.24
91282CAB7	UNITED STATES TREASURY 0.25 07/31/2025	12/02/2021 12/03/2021 2,000,000.00	1,942,031.25 0.00 0.00 1,942,031.25	2,092.39 2,500.00 13.81 421.42	0.00 0.00 0.00 421.42	421.42
91282CAJ0	UNITED STATES TREASURY 0.25 08/31/2025	03/22/2022 03/23/2022 1,000,000.00	928,828.13 0.00 0.00 928,828.13	849.45 0.00 1,063.54 214.09	0.00 0.00 0.00 214.09	214.09
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	11/17/2022 11/18/2022 2,500,000.00	2,349,414.06 0.00 0.00 2,349,414.06	15,968.41 0.00 21,291.21 5,322.80	0.00 0.00 0.00 5,322.80	5,322.80
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	12/12/2022 12/13/2022 1,300,000.00	1,266,687.50 0.00 0.00 1,266,687.50	116.71 0.00 3,734.81 3,618.09	0.00 0.00 0.00 3,618.09	3,618.09

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91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	07/26/2023 07/27/2023 2,000,000.00	1,887,109.38 0.00 0.00 1,887,109.38	23,016.30 27,500.00 151.93 4,635.63	0.00 0.00 0.00 4,635.63	4,635.63
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	01/24/2023 01/25/2023 2,500,000.00	2,445,117.19 0.00 0.00 2,445,117.19	26,545.23 0.00 33,235.50 6,690.26	0.00 0.00 0.00 6,690.26	6,690.26
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	12/17/2024 12/20/2024 2,750,000.00	2,618,730.47 0.00 0.00 2,618,730.47	29,199.76 0.00 36,559.05 7,359.29	0.00 0.00 0.00 7,359.29	7,359.29
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	02/22/2023 02/28/2023 1,600,000.00	1,595,500.00 0.00 0.00 1,595,500.00	16,862.64 0.00 22,483.52 5,620.88	0.00 0.00 0.00 5,620.88	5,620.88
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	11/26/2024 11/27/2024 1,500,000.00	1,467,070.31 0.00 0.00 1,467,070.31	21,970.11 26,250.00 145.03 4,424.92	0.00 0.00 0.00 4,424.92	4,424.92
91282CGV7	UNITED STATES TREASURY 3.75 04/15/2026	03/20/2024 03/21/2024 2,000,000.00	1,965,703.13 0.00 0.00 1,965,703.13	16,071.43 0.00 22,458.79 6,387.36	0.00 0.00 0.00 6,387.36	6,387.36
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	01/30/2025 01/31/2025 2,250,000.00	2,244,726.56 0.00 0.00 2,244,726.56	0.00 (40,416.09) 40,680.25 264.16	0.00 0.00 0.00 264.16	264.16
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	10/29/2024 10/31/2024 2,000,000.00	1,991,093.75 0.00 0.00 1,991,093.75	33,478.26 40,000.00 220.99 6,742.73	0.00 0.00 0.00 6,742.73	6,742.73
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	07/30/2024 07/31/2024 1,250,000.00	1,189,300.00 0.00 0.00 1,189,300.00	7,784.72 0.00 10,857.64 3,072.92	0.00 0.00 0.00 3,072.92	3,072.92

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			140,694,064.05	1,062,389.06	0.00	
			4,446,376.56	366,476.32	0.00	
			(5,880,291.68)	1,091,421.29	0.00	
Total Fixed Income		142,211,848.00	139,260,148.93	395,508.55	395,508.55	395,508.55
			148,126,527.34	1,062,389.06	0.00	
			8,606,418.67	394,559.37	0.00	
			(8,199,128.28)	1,091,421.29	0.00	
TOTAL PORTFOLIO		151,486,046.85	148,534,347.78	423,591.60	423,591.60	423,591.60

CASH FLOW REPORT



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
FEBRUARY 2025							
02/06/2025	Coupon	857477BR3	335,000.00	STATE STREET CORP 1.746 02/06/2026		2,924.55	2,924.55
02/06/2025	Effective Maturity	857477BR3	335,000.00	STATE STREET CORP 1.746 02/06/2026	335,000.00		335,000.00
02/10/2025	Coupon	69371RS56	1,450,000.00	PACCAR FINANCIAL CORP 5.05 08/10/2026		36,612.50	36,612.50
02/12/2025	Coupon	14913R2Z9	1,375,000.00	CATERPILLAR FINANCIAL SERVICES CORP 3.65 08/12/2025		25,093.75	25,093.75
02/14/2025	Coupon	3133ENPG9	1,200,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 1.75 02/14/2025		10,500.00	10,500.00
02/14/2025	Final Maturity	3133ENPG9	1,200,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 1.75 02/14/2025	1,200,000.00		1,200,000.00
02/14/2025	Coupon	3133EPSW6	2,405,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026		54,112.50	54,112.50
02/14/2025	Coupon	532457CP1	1,250,000.00	ELI LILLY AND CO 4.15 08/14/2027		25,937.50	25,937.50
02/17/2025	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
02/17/2025	Coupon	362554AC1	43,555.53	GMCAR 2021-4 A3 0.68 09/16/2026		28.12	28.12
02/17/2025	Principal Paydown	362554AC1	43,555.53	GMCAR 2021-4 A3 0.68 09/16/2026	8,116.23		8,116.23
02/17/2025	Coupon	36265WAD5	171,908.08	GMCAR 2022-3 A3 3.64 04/16/2027		526.19	526.19
02/17/2025	Principal Paydown	36265WAD5	171,908.08	GMCAR 2022-3 A3 3.64 04/16/2027	16,865.18		16,865.18
02/17/2025	Coupon	380146AC4	48,717.94	GMCAR 2022-1 A3 1.26 11/16/2026		52.10	52.10
02/17/2025	Principal Paydown	380146AC4	48,717.94	GMCAR 2022-1 A3 1.26 11/16/2026	8,105.22		8,105.22
02/17/2025	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		5,427.08	5,427.08
02/17/2025	Coupon	47787JAC2	104,720.59	JDOT 2022 A3 0.36 09/15/2026		202.46	202.46
02/17/2025	Principal Paydown	47787JAC2	104,720.59	JDOT 2022 A3 0.36 09/15/2026	13,309.81		13,309.81
02/17/2025	Coupon	47789QAC4	39,173.37	JDOT 2021-B A3 0.52 03/16/2026		16.98	16.98
02/17/2025	Principal Paydown	47789QAC4	39,173.37	JDOT 2021-B A3 0.52 03/16/2026	15,333.06		15,333.06
02/17/2025	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67
02/17/2025	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
02/17/2025	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
02/18/2025	Coupon	02582JIT8	905,000.00	AMXCA 2022-2 A 3.39 05/17/2027		2,556.63	2,556.63
02/18/2025	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
02/18/2025	Coupon	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026		27,630.00	27,630.00
02/18/2025	Coupon	26442UAA2	1,000,000.00	DUKE ENERGY PROGRESS LLC 3.25 08/15/2025		16,250.00	16,250.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/18/2025	Coupon	43815PAC3	168,521.58	HAROT 2022-2 A3 3.73 07/20/2026		528.90	528.90
02/18/2025	Principal Paydown	43815PAC3	168,521.58	HAROT 2022-2 A3 3.73 07/20/2026	19,472.15		19,472.15
02/18/2025	Coupon	9128283W8	2,750,000.00	UNITED STATES TREASURY 2.75 02/15/2028		37,812.50	37,812.50
02/18/2025	Coupon	9128284V9	2,500,000.00	UNITED STATES TREASURY 2.875 08/15/2028		35,937.50	35,937.50
02/20/2025	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		1,929.96	1,929.96
02/20/2025	Coupon	379929AD4	280,000.00	GMALT 2023-3 A3 5.38 11/20/2026		1,255.33	1,255.33
02/21/2025	Coupon	43815GAC3	39,842.96	HAROT 2021-4 A3 0.88 01/21/2026		29.22	29.22
02/21/2025	Principal Paydown	43815GAC3	39,842.96	HAROT 2021-4 A3 0.88 01/21/2026	10,620.02		10,620.02
02/24/2025	Coupon	023135BC9	1,000,000.00	AMAZON.COM INC 3.15 08/22/2027		15,750.00	15,750.00
02/24/2025	Coupon	037833BY5	1,000,000.00	APPLE INC 3.25 02/23/2026		16,250.00	16,250.00
02/25/2025	Coupon	05593AAC3	21,035.52	BMWLT 2023-1 A3 5.16 11/25/2025		59.63	59.63
02/25/2025	Effective Maturity	05593AAC3	21,035.52	BMWLT 2023-1 A3 5.16 11/25/2025	13,867.53		13,867.53
02/25/2025	Coupon	05602RAD3	99,006.01	BMWOT 2022-A A3 3.21 08/25/2026		270.92	270.92
02/25/2025	Principal Paydown	05602RAD3	99,006.01	BMWOT 2022-A A3 3.21 08/25/2026	13,530.36		13,530.36
02/25/2025	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		4,150.00	4,150.00
02/25/2025	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00
02/25/2025	Coupon	3137BM7C4	1,180,208.76	FHMS K-051 A2 3.308 09/25/2025		3,253.44	3,253.44
02/25/2025	Principal Paydown	3137BM7C4	1,180,208.76	FHMS K-051 A2 3.308 09/25/2025	2,465.71		2,465.71
02/25/2025	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
02/25/2025	Coupon	3137BTUM1	875,787.14	FHMS K-061 A2 3.347 11/25/2026		2,442.72	2,442.72
02/25/2025	Principal Paydown	3137BTUM1	875,787.14	FHMS K-061 A2 3.347 11/25/2026	1,744.04		1,744.04
02/25/2025	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.89	2,463.89
02/25/2025	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
02/25/2025	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
02/25/2025	Coupon	3137FBU79	1,237,370.53	FHMS K-069 A2 3.187 09/25/2027		3,286.25	3,286.25
02/25/2025	Principal Paydown	3137FBU79	1,237,370.53	FHMS K-069 A2 3.187 09/25/2027	2,009.22		2,009.22
02/25/2025	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
02/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
02/26/2025	Coupon	17275RBQ4	1,500,000.00	CISCO SYSTEMS INC 4.8 02/26/2027		36,000.00	36,000.00
02/28/2025	Coupon	91282CAJ0	1,000,000.00	UNITED STATES TREASURY 0.25 08/31/2025		1,250.00	1,250.00
02/28/2025	Coupon	91282CFH9	2,500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		39,062.50	39,062.50
02/28/2025	Coupon	91282CFJ5	2,750,000.00	UNITED STATES TREASURY 3.125 08/31/2029		42,968.75	42,968.75

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02/28/2025	Coupon	91282CKD2	2,250,000.00	UNITED STATES TREASURY 4.25 02/28/2029		47,812.50	47,812.50
February 2025 Total					1,660,438.54	533,852.54	2,194,291.08
MARCH 2025							
03/04/2025	Final Maturity	62479LQ40	2,700,000.00	MUFG Bank, Ltd. - New York Branch 03/04/2025	2,700,000.00		2,700,000.00
03/11/2025	Coupon	3130AWTQ3	4,500,000.00	FEDERAL HOME LOAN BANKS 4.625 09/11/2026		104,062.50	104,062.50
03/17/2025	Coupon	02582JIT8	905,000.00	AMXCA 2022-2 A 3.39 05/17/2027		2,556.63	2,556.63
03/17/2025	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
03/17/2025	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
03/17/2025	Coupon	362554AC1	43,555.53	GMCAR 2021-4 A3 0.68 09/16/2026		23.52	23.52
03/17/2025	Principal Paydown	362554AC1	43,555.53	GMCAR 2021-4 A3 0.68 09/16/2026	7,903.54		7,903.54
03/17/2025	Coupon	36265WAD5	171,908.08	GMCAR 2022-3 A3 3.64 04/16/2027		475.03	475.03
03/17/2025	Principal Paydown	36265WAD5	171,908.08	GMCAR 2022-3 A3 3.64 04/16/2027	15,675.60		15,675.60
03/17/2025	Coupon	380146AC4	48,717.94	GMCAR 2022-1 A3 1.26 11/16/2026		43.59	43.59
03/17/2025	Principal Paydown	380146AC4	48,717.94	GMCAR 2022-1 A3 1.26 11/16/2026	7,856.09		7,856.09
03/17/2025	Coupon	437076CR1	1,000,000.00	HOME DEPOT INC 4.0 09/15/2025		20,000.00	20,000.00
03/17/2025	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		5,427.08	5,427.08
03/17/2025	Coupon	47787JAC2	104,720.59	JDOT 2022 A3 0.36 09/15/2026		176.73	176.73
03/17/2025	Principal Paydown	47787JAC2	104,720.59	JDOT 2022 A3 0.36 09/15/2026	10,997.25		10,997.25
03/17/2025	Coupon	47789QAC4	39,173.37	JDOT 2021-B A3 0.52 03/16/2026		10.33	10.33
03/17/2025	Principal Paydown	47789QAC4	39,173.37	JDOT 2021-B A3 0.52 03/16/2026	13,199.60		13,199.60
03/17/2025	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67
03/17/2025	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
03/17/2025	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
03/18/2025	Coupon	43815PAC3	168,521.58	HAROT 2022-2 A3 3.73 07/20/2026		468.37	468.37
03/18/2025	Principal Paydown	43815PAC3	168,521.58	HAROT 2022-2 A3 3.73 07/20/2026	18,880.83		18,880.83
03/18/2025	Coupon	857477CL5	1,210,000.00	STATE STREET CORP 4.993 03/18/2027		30,207.65	30,207.65
03/20/2025	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		1,929.96	1,929.96
03/20/2025	Coupon	379929AD4	280,000.00	GMALT 2023-3 A3 5.38 11/20/2026		1,255.33	1,255.33
03/20/2025	Principal Paydown	379929AD4	280,000.00	GMALT 2023-3 A3 5.38 11/20/2026	24,400.84		24,400.84

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/20/2025	Coupon	89236TKJ3	1,000,000.00	TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027		22,750.00	22,750.00
03/21/2025	Coupon	43815GAC3	39,842.96	HAROT 2021-4 A3 0.88 01/21/2026		21.43	21.43
03/21/2025	Principal Paydown	43815GAC3	39,842.96	HAROT 2021-4 A3 0.88 01/21/2026	10,325.22		10,325.22
03/24/2025	Coupon	3133EPWK7	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028		45,000.00	45,000.00
03/25/2025	Coupon	05602RAD3	99,006.01	BMWOT 2022-A A3 3.21 08/25/2026		234.73	234.73
03/25/2025	Principal Paydown	05602RAD3	99,006.01	BMWOT 2022-A A3 3.21 08/25/2026	13,099.21		13,099.21
03/25/2025	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		4,150.00	4,150.00
03/25/2025	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00
03/25/2025	Coupon	3137BM7C4	1,180,208.76	FHMS K-051 A2 3.308 09/25/2025		3,246.65	3,246.65
03/25/2025	Principal Paydown	3137BM7C4	1,180,208.76	FHMS K-051 A2 3.308 09/25/2025	2,926.34		2,926.34
03/25/2025	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
03/25/2025	Coupon	3137BTUM1	875,787.14	FHMS K-061 A2 3.347 11/25/2026		2,437.85	2,437.85
03/25/2025	Principal Paydown	3137BTUM1	875,787.14	FHMS K-061 A2 3.347 11/25/2026	2,063.63		2,063.63
03/25/2025	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
03/25/2025	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
03/25/2025	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
03/25/2025	Coupon	3137FBU79	1,237,370.53	FHMS K-069 A2 3.187 09/25/2027		3,280.91	3,280.91
03/25/2025	Principal Paydown	3137FBU79	1,237,370.53	FHMS K-069 A2 3.187 09/25/2027	2,422.20		2,422.20
03/25/2025	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
03/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
03/26/2025	Coupon	3133EP6K6	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027		22,500.00	22,500.00
03/31/2025	Coupon	9128285C0	3,250,000.00	UNITED STATES TREASURY 3.0 09/30/2025		48,750.00	48,750.00
03/31/2025	Coupon	9128286L9	2,500,000.00	UNITED STATES TREASURY 2.25 03/31/2026		28,125.00	28,125.00
03/31/2025	Coupon	912828ZF0	2,000,000.00	UNITED STATES TREASURY 0.5 03/31/2025		5,000.00	5,000.00
03/31/2025	Final Maturity	912828ZF0	2,000,000.00	UNITED STATES TREASURY 0.5 03/31/2025	2,000,000.00		2,000,000.00
03/31/2025	Coupon	91282CEF4	2,500,000.00	UNITED STATES TREASURY 2.5 03/31/2027		31,250.00	31,250.00
03/31/2025	Coupon	91282CFM8	1,600,000.00	UNITED STATES TREASURY 4.125 09/30/2027		33,000.00	33,000.00
March 2025 Total					4,829,750.33	452,315.36	5,282,065.69
APRIL 2025							

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04/01/2025	Coupon	64952WFJ7	1,000,000.00	NEW YORK LIFE GLOBAL FUNDING 3.9 10/01/2027		19,500.00	19,500.00
04/09/2025	Coupon	3130B0TY5	1,500,000.00	FEDERAL HOME LOAN BANKS 4.75 04/09/2027		35,625.00	35,625.00
04/10/2025	Coupon	57629W6F2	750,000.00	MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026		16,875.00	16,875.00
04/15/2025	Coupon	02582JIT8	905,000.00	AMXCA 2022-2 A 3.39 05/17/2027		2,556.63	2,556.63
04/15/2025	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
04/15/2025	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
04/15/2025	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		5,427.08	5,427.08
04/15/2025	Coupon	47787JAC2	104,720.59	JDOT 2022 A3 0.36 09/15/2026		155.47	155.47
04/15/2025	Principal Paydown	47787JAC2	104,720.59	JDOT 2022 A3 0.36 09/15/2026	14,072.78		14,072.78
04/15/2025	Coupon	47789QAC4	39,173.37	JDOT 2021-B A3 0.52 03/16/2026		4.61	4.61
04/15/2025	Effective Maturity	47789QAC4	39,173.37	JDOT 2021-B A3 0.52 03/16/2026	10,640.71		10,640.71
04/15/2025	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67
04/15/2025	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
04/15/2025	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
04/15/2025	Coupon	91282CGV7	2,000,000.00	UNITED STATES TREASURY 3.75 04/15/2026		37,500.00	37,500.00
04/15/2025	Coupon	91324PDE9	1,250,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		18,437.50	18,437.50
04/16/2025	Coupon	362554AC1	43,555.53	GMCAR 2021-4 A3 0.68 09/16/2026		19.04	19.04
04/16/2025	Principal Paydown	362554AC1	43,555.53	GMCAR 2021-4 A3 0.68 09/16/2026	8,127.29		8,127.29
04/16/2025	Coupon	36265WAD5	171,908.08	GMCAR 2022-3 A3 3.64 04/16/2027		427.48	427.48
04/16/2025	Principal Paydown	36265WAD5	171,908.08	GMCAR 2022-3 A3 3.64 04/16/2027	16,251.79		16,251.79
04/16/2025	Coupon	380146AC4	48,717.94	GMCAR 2022-1 A3 1.26 11/16/2026		35.34	35.34
04/16/2025	Principal Paydown	380146AC4	48,717.94	GMCAR 2022-1 A3 1.26 11/16/2026	7,841.95		7,841.95
04/18/2025	Coupon	43815PAC3	168,521.58	HAROT 2022-2 A3 3.73 07/20/2026		409.68	409.68
04/18/2025	Principal Paydown	43815PAC3	168,521.58	HAROT 2022-2 A3 3.73 07/20/2026	19,203.91		19,203.91
04/21/2025	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		1,929.96	1,929.96
04/21/2025	Coupon	379929AD4	280,000.00	GMALT 2023-3 A3 5.38 11/20/2026		1,145.94	1,145.94
04/21/2025	Principal Paydown	379929AD4	280,000.00	GMALT 2023-3 A3 5.38 11/20/2026	29,451.33		29,451.33
04/21/2025	Coupon	43815GAC3	39,842.96	HAROT 2021-4 A3 0.88 01/21/2026		13.86	13.86
04/21/2025	Principal Paydown	43815GAC3	39,842.96	HAROT 2021-4 A3 0.88 01/21/2026	10,380.95		10,380.95
04/25/2025	Coupon	05602RAD3	99,006.01	BMWOT 2022-A A3 3.21 08/25/2026		199.69	199.69

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04/25/2025	Principal Paydown	05602RAD3	99,006.01	BMWOT 2022-A A3 3.21 08/25/2026	13,382.78		13,382.78
04/25/2025	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		4,150.00	4,150.00
04/25/2025	Coupon	06406RBC0	900,000.00	BANK OF NEW YORK MELLON CORP 3.35 04/25/2025		15,075.00	15,075.00
04/25/2025	Final Maturity	06406RBC0	900,000.00	BANK OF NEW YORK MELLON CORP 3.35 04/25/2025	900,000.00		900,000.00
04/25/2025	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00
04/25/2025	Coupon	3137BM7C4	1,180,208.76	FHMS K-051 A2 3.308 09/25/2025		3,238.58	3,238.58
04/25/2025	Principal Paydown	3137BM7C4	1,180,208.76	FHMS K-051 A2 3.308 09/25/2025	2,481.12		2,481.12
04/25/2025	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
04/25/2025	Coupon	3137BTUM1	875,787.14	FHMS K-061 A2 3.347 11/25/2026		2,432.10	2,432.10
04/25/2025	Principal Paydown	3137BTUM1	875,787.14	FHMS K-061 A2 3.347 11/25/2026	1,756.19		1,756.19
04/25/2025	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
04/25/2025	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
04/25/2025	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
04/25/2025	Coupon	3137FBU79	1,237,370.53	FHMS K-069 A2 3.187 09/25/2027		3,274.48	3,274.48
04/25/2025	Principal Paydown	3137FBU79	1,237,370.53	FHMS K-069 A2 3.187 09/25/2027	2,023.61		2,023.61
04/25/2025	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
04/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
04/30/2025	Coupon	9128285J5	2,500,000.00	UNITED STATES TREASURY 3.0 10/31/2025		37,500.00	37,500.00
04/30/2025	Coupon	912828ZL7	2,000,000.00	UNITED STATES TREASURY 0.375 04/30/2025		3,750.00	3,750.00
04/30/2025	Final Maturity	912828ZL7	2,000,000.00	UNITED STATES TREASURY 0.375 04/30/2025	2,000,000.00		2,000,000.00
April 2025 Total					3,035,614.41	245,614.50	3,281,228.91
MAY 2025							
05/01/2025	Coupon	74456QBU9	750,000.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028		13,875.00	13,875.00
05/05/2025	Coupon	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026		16,750.00	16,750.00
05/08/2025	Coupon	3133ERDZ1	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/08/2026		23,750.00	23,750.00
05/12/2025	Coupon	665859AW4	1,000,000.00	NORTHERN TRUST CORP 4.0 05/10/2027		20,000.00	20,000.00
05/12/2025	Coupon	713448FW3	510,000.00	PEPSICO INC 5.125 11/10/2026		13,068.75	13,068.75
05/13/2025	Coupon	14913R2V8	480,000.00	CATERPILLAR FINANCIAL SERVICES CORP 3.4 05/13/2025		8,160.00	8,160.00

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05/13/2025	Final Maturity	14913R2V8	480,000.00	CATERPILLAR FINANCIAL SERVICES CORP 3.4 05/13/2025	480,000.00		480,000.00
05/15/2025	Coupon	009158AY2	1,500,000.00	AIR PRODUCTS AND CHEMICALS INC 1.85 05/15/2027		13,875.00	13,875.00
05/15/2025	Coupon	02582JIT8	905,000.00	AMXCA 2022-2 A 3.39 05/17/2027		2,556.63	2,556.63
05/15/2025	Final Maturity	02582JIT8	905,000.00	AMXCA 2022-2 A 3.39 05/17/2027	905,000.00		905,000.00
05/15/2025	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
05/15/2025	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
05/15/2025	Coupon	341081GN1	1,500,000.00	FLORIDA POWER & LIGHT CO 4.4 05/15/2028		33,000.00	33,000.00
05/15/2025	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		5,427.08	5,427.08
05/15/2025	Coupon	47787JAC2	104,720.59	JDOT 2022 A3 0.36 09/15/2026		128.26	128.26
05/15/2025	Principal Paydown	47787JAC2	104,720.59	JDOT 2022 A3 0.36 09/15/2026	12,988.84		12,988.84
05/15/2025	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67
05/15/2025	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
05/15/2025	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
05/15/2025	Coupon	9128283F5	1,400,000.00	UNITED STATES TREASURY 2.25 11/15/2027		15,750.00	15,750.00
05/15/2025	Coupon	9128285M8	2,000,000.00	UNITED STATES TREASURY 3.125 11/15/2028		31,250.00	31,250.00
05/15/2025	Coupon	912828M56	2,500,000.00	UNITED STATES TREASURY 2.25 11/15/2025		28,125.00	28,125.00
05/15/2025	Coupon	912828U24	3,000,000.00	UNITED STATES TREASURY 2.0 11/15/2026		30,000.00	30,000.00
05/16/2025	Coupon	362554AC1	43,555.53	GMCAR 2021-4 A3 0.68 09/16/2026		14.44	14.44
05/16/2025	Principal Paydown	362554AC1	43,555.53	GMCAR 2021-4 A3 0.68 09/16/2026	7,860.04		7,860.04
05/16/2025	Coupon	36265WAD5	171,908.08	GMCAR 2022-3 A3 3.64 04/16/2027		378.18	378.18
05/16/2025	Principal Paydown	36265WAD5	171,908.08	GMCAR 2022-3 A3 3.64 04/16/2027	15,584.75		15,584.75
05/16/2025	Coupon	380146AC4	48,717.94	GMCAR 2022-1 A3 1.26 11/16/2026		27.11	27.11
05/16/2025	Principal Paydown	380146AC4	48,717.94	GMCAR 2022-1 A3 1.26 11/16/2026	7,508.44		7,508.44
05/19/2025	Coupon	3130AXU63	1,750,000.00	FEDERAL HOME LOAN BANKS 4.625 11/17/2026		40,468.75	40,468.75
05/19/2025	Coupon	43815PAC3	168,521.58	HAROT 2022-2 A3 3.73 07/20/2026		349.99	349.99
05/19/2025	Principal Paydown	43815PAC3	168,521.58	HAROT 2022-2 A3 3.73 07/20/2026	18,455.62		18,455.62
05/20/2025	Coupon	3133ERFJ5	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 05/20/2027		22,500.00	22,500.00
05/20/2025	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		1,929.96	1,929.96

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/20/2025	Coupon	379929AD4	280,000.00	GMALT 2023-3 A3 5.38 11/20/2026		1,013.90	1,013.90
05/20/2025	Principal Paydown	379929AD4	280,000.00	GMALT 2023-3 A3 5.38 11/20/2026	36,907.94		36,907.94
05/21/2025	Coupon	43815GAC3	39,842.96	HAROT 2021-4 A3 0.88 01/21/2026		6.25	6.25
05/21/2025	Effective Maturity	43815GAC3	39,842.96	HAROT 2021-4 A3 0.88 01/21/2026	8,516.76		8,516.76
05/26/2025	Coupon	05602RAD3	99,006.01	BMWOT 2022-A A3 3.21 08/25/2026		163.89	163.89
05/26/2025	Principal Paydown	05602RAD3	99,006.01	BMWOT 2022-A A3 3.21 08/25/2026	12,851.27		12,851.27
05/26/2025	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		4,150.00	4,150.00
05/26/2025	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00
05/26/2025	Coupon	3137BM7C4	1,180,208.76	FHMS K-051 A2 3.308 09/25/2025		3,231.74	3,231.74
05/26/2025	Principal Paydown	3137BM7C4	1,180,208.76	FHMS K-051 A2 3.308 09/25/2025	21,171.15		21,171.15
05/26/2025	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
05/26/2025	Coupon	3137BTUM1	875,787.14	FHMS K-061 A2 3.347 11/25/2026		2,427.20	2,427.20
05/26/2025	Principal Paydown	3137BTUM1	875,787.14	FHMS K-061 A2 3.347 11/25/2026	1,866.00		1,866.00
05/26/2025	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
05/26/2025	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
05/26/2025	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
05/26/2025	Coupon	3137FBU79	1,237,370.53	FHMS K-069 A2 3.187 09/25/2027		3,269.11	3,269.11
05/26/2025	Principal Paydown	3137FBU79	1,237,370.53	FHMS K-069 A2 3.187 09/25/2027	2,165.10		2,165.10
05/26/2025	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
05/26/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
May 2025 Total					1,530,875.91	371,578.28	1,902,454.19
JUNE 2025							
06/02/2025	Coupon	023135CN4	425,000.00	AMAZON.COM INC 4.6 12/01/2025		9,775.00	9,775.00
06/02/2025	Coupon	438516CB0	1,000,000.00	HONEYWELL INTERNATIONAL INC 1.35 06/01/2025		6,750.00	6,750.00
06/02/2025	Final Maturity	438516CB0	1,000,000.00	HONEYWELL INTERNATIONAL INC 1.35 06/01/2025	1,000,000.00		1,000,000.00
06/02/2025	Coupon	912828ZT0	1,800,000.00	UNITED STATES TREASURY 0.25 05/31/2025		2,250.00	2,250.00
06/02/2025	Final Maturity	912828ZT0	1,800,000.00	UNITED STATES TREASURY 0.25 05/31/2025	1,800,000.00		1,800,000.00
06/06/2025	Coupon	89115A2A9	1,000,000.00	TORONTO-DOMINION BANK 3.766 06/06/2025		18,830.00	18,830.00
06/06/2025	Final Maturity	89115A2A9	1,000,000.00	TORONTO-DOMINION BANK 3.766 06/06/2025	1,000,000.00		1,000,000.00
06/09/2025	Coupon	3130AVVX7	1,120,000.00	FEDERAL HOME LOAN BANKS 3.75 06/09/2028		21,000.00	21,000.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/09/2025	Coupon	3130AWC24	2,000,000.00	FEDERAL HOME LOAN BANKS 4.0 06/09/2028		40,000.00	40,000.00
06/09/2025	Coupon	48125LRU8	1,575,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		40,241.25	40,241.25
06/12/2025	Coupon	3130AWLZ1	2,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026		47,500.00	47,500.00
06/16/2025	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
06/16/2025	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
06/16/2025	Coupon	362554AC1	43,555.53	GMCAR 2021-4 A3 0.68 09/16/2026		9.98	9.98
06/16/2025	Principal Paydown	362554AC1	43,555.53	GMCAR 2021-4 A3 0.68 09/16/2026	7,517.37		7,517.37
06/16/2025	Coupon	36265WAD5	171,908.08	GMCAR 2022-3 A3 3.64 04/16/2027		330.91	330.91
06/16/2025	Principal Paydown	36265WAD5	171,908.08	GMCAR 2022-3 A3 3.64 04/16/2027	15,293.97		15,293.97
06/16/2025	Coupon	380146AC4	48,717.94	GMCAR 2022-1 A3 1.26 11/16/2026		19.22	19.22
06/16/2025	Principal Paydown	380146AC4	48,717.94	GMCAR 2022-1 A3 1.26 11/16/2026	7,357.72		7,357.72
06/16/2025	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		5,427.08	5,427.08
06/16/2025	Coupon	47787JAC2	104,720.59	JDOT 2022 A3 0.36 09/15/2026		103.15	103.15
06/16/2025	Principal Paydown	47787JAC2	104,720.59	JDOT 2022 A3 0.36 09/15/2026	10,510.63		10,510.63
06/16/2025	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67
06/16/2025	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
06/16/2025	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
06/16/2025	Coupon	63743HFE7	1,105,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 3.45 06/15/2025		19,061.25	19,061.25
06/16/2025	Final Maturity	63743HFE7	1,105,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 3.45 06/15/2025	1,105,000.00		1,105,000.00
06/18/2025	Coupon	43815PAC3	168,521.58	HAROT 2022-2 A3 3.73 07/20/2026		292.62	292.62
06/18/2025	Principal Paydown	43815PAC3	168,521.58	HAROT 2022-2 A3 3.73 07/20/2026	16,598.76		16,598.76
06/20/2025	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		1,929.96	1,929.96
06/20/2025	Coupon	379929AD4	280,000.00	GMALT 2023-3 A3 5.38 11/20/2026		848.43	848.43
06/20/2025	Principal Paydown	379929AD4	280,000.00	GMALT 2023-3 A3 5.38 11/20/2026	33,505.47		33,505.47
06/20/2025	Coupon	58989V2F0	1,000,000.00	MET TOWER GLOBAL FUNDING 5.4 06/20/2026		27,000.00	27,000.00
06/25/2025	Coupon	05602RAD3	99,006.01	BMWOT 2022-A A3 3.21 08/25/2026		129.51	129.51
06/25/2025	Principal Paydown	05602RAD3	99,006.01	BMWOT 2022-A A3 3.21 08/25/2026	12,102.32		12,102.32
06/25/2025	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		4,150.00	4,150.00
06/25/2025	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00
06/25/2025	Coupon	3137BM7C4	1,180,208.76	FHMS K-051 A2 3.308 09/25/2025		3,173.38	3,173.38

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/25/2025	Principal Paydown	3137BM7C4	1,180,208.76	FHMS K-051 A2 3.308 09/25/2025	108,227.79		108,227.79
06/25/2025	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
06/25/2025	Coupon	3137BTUM1	875,787.14	FHMS K-061 A2 3.347 11/25/2026		2,421.99	2,421.99
06/25/2025	Principal Paydown	3137BTUM1	875,787.14	FHMS K-061 A2 3.347 11/25/2026	1,767.71		1,767.71
06/25/2025	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
06/25/2025	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
06/25/2025	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
06/25/2025	Coupon	3137FBU79	1,237,370.53	FHMS K-069 A2 3.187 09/25/2027		3,263.36	3,263.36
06/25/2025	Principal Paydown	3137FBU79	1,237,370.53	FHMS K-069 A2 3.187 09/25/2027	2,037.16		2,037.16
06/25/2025	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
06/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
06/25/2025	Coupon	437076DB5	740,000.00	HOME DEPOT INC 4.875 06/25/2027		18,037.50	18,037.50
06/30/2025	Coupon	9128285T3	2,500,000.00	UNITED STATES TREASURY 2.625 12/31/2025		32,812.50	32,812.50
06/30/2025	Coupon	912828YX2	1,750,000.00	UNITED STATES TREASURY 1.75 12/31/2026		15,312.50	15,312.50
06/30/2025	Coupon	91282CEW7	1,300,000.00	UNITED STATES TREASURY 3.25 06/30/2027		21,125.00	21,125.00
June 2025 Total					5,119,918.90	377,726.66	5,497,645.56
JULY 2025							
07/07/2025	Coupon	24422EXZ7	700,000.00	JOHN DEERE CAPITAL CORP 4.65 01/07/2028		16,094.17	16,094.17
07/08/2025	Coupon	24422EXF1	1,000,000.00	JOHN DEERE CAPITAL CORP 4.5 01/08/2027		22,500.00	22,500.00
07/14/2025	Coupon	459058KT9	500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		8,750.00	8,750.00
07/15/2025	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
07/15/2025	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
07/15/2025	Coupon	3130AYPN0	2,000,000.00	FEDERAL HOME LOAN BANKS 4.125 01/15/2027		41,250.00	41,250.00
07/15/2025	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		5,427.08	5,427.08
07/15/2025	Coupon	47787JAC2	104,720.59	JDOT 2022 A3 0.36 09/15/2026		82.83	82.83
07/15/2025	Principal Paydown	47787JAC2	104,720.59	JDOT 2022 A3 0.36 09/15/2026	12,446.79		12,446.79
07/15/2025	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67
07/15/2025	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
07/15/2025	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
07/16/2025	Coupon	362554AC1	43,555.53	GMCAR 2021-4 A3 0.68 09/16/2026		5.72	5.72

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/16/2025	Principal Paydown	362554AC1	43,555.53	GMCAR 2021-4 A3 0.68 09/16/2026	7,221.92		7,221.92
07/16/2025	Coupon	36265WAD5	171,908.08	GMCAR 2022-3 A3 3.64 04/16/2027		284.52	284.52
07/16/2025	Principal Paydown	36265WAD5	171,908.08	GMCAR 2022-3 A3 3.64 04/16/2027	14,959.47		14,959.47
07/16/2025	Coupon	380146AC4	48,717.94	GMCAR 2022-1 A3 1.26 11/16/2026		11.50	11.50
07/16/2025	Principal Paydown	380146AC4	48,717.94	GMCAR 2022-1 A3 1.26 11/16/2026	7,195.38		7,195.38
07/17/2025	Coupon	61747YET8	1,000,000.00	MORGAN STANLEY 4.679 07/17/2026		23,395.00	23,395.00
07/17/2025	Effective Maturity	61747YET8	1,000,000.00	MORGAN STANLEY 4.679 07/17/2026	1,000,000.00		1,000,000.00
07/18/2025	Coupon	43815PAC3	168,521.58	HAROT 2022-2 A3 3.73 07/20/2026		241.03	241.03
07/18/2025	Principal Paydown	43815PAC3	168,521.58	HAROT 2022-2 A3 3.73 07/20/2026	16,186.27		16,186.27
07/21/2025	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		1,929.96	1,929.96
07/21/2025	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	15,841.63		15,841.63
07/21/2025	Coupon	379929AD4	280,000.00	GMALT 2023-3 A3 5.38 11/20/2026		698.21	698.21
07/21/2025	Principal Paydown	379929AD4	280,000.00	GMALT 2023-3 A3 5.38 11/20/2026	32,044.34		32,044.34
07/21/2025	Coupon	78016HZT0	1,245,000.00	ROYAL BANK OF CANADA 4.875 01/19/2027		30,346.88	30,346.88
07/22/2025	Coupon	3133EPW68	1,400,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026		28,875.00	28,875.00
07/25/2025	Coupon	05602RAD3	99,006.01	BMWOT 2022-A A3 3.21 08/25/2026		97.14	97.14
07/25/2025	Principal Paydown	05602RAD3	99,006.01	BMWOT 2022-A A3 3.21 08/25/2026	11,574.85		11,574.85
07/25/2025	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		4,150.00	4,150.00
07/25/2025	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	35,286.16		35,286.16
07/25/2025	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00
07/25/2025	Coupon	3137BM7C4	1,180,208.76	FHMS K-051 A2 3.308 09/25/2025		2,875.03	2,875.03
07/25/2025	Principal Paydown	3137BM7C4	1,180,208.76	FHMS K-051 A2 3.308 09/25/2025	202,323.82		202,323.82
07/25/2025	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
07/25/2025	Coupon	3137BTUM1	875,787.14	FHMS K-061 A2 3.347 11/25/2026		2,417.06	2,417.06
07/25/2025	Principal Paydown	3137BTUM1	875,787.14	FHMS K-061 A2 3.347 11/25/2026	1,877.12		1,877.12
07/25/2025	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
07/25/2025	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
07/25/2025	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
07/25/2025	Coupon	3137FBU79	1,237,370.53	FHMS K-069 A2 3.187 09/25/2027		3,257.95	3,257.95
07/25/2025	Principal Paydown	3137FBU79	1,237,370.53	FHMS K-069 A2 3.187 09/25/2027	2,178.18		2,178.18
07/25/2025	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
07/28/2025	Coupon	06368MJG0	1,500,000.00	BANK OF MONTREAL 5.004 01/27/2029		37,530.00	37,530.00
07/28/2025	Coupon	09290DAH4	750,000.00	BLACKROCK INC 4.6 07/26/2027		17,250.00	17,250.00
07/30/2025	Coupon	3133EPZY4	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026		50,000.00	50,000.00
07/31/2025	Coupon	91282CAB7	2,000,000.00	UNITED STATES TREASURY 0.25 07/31/2025		2,500.00	2,500.00
07/31/2025	Final Maturity	91282CAB7	2,000,000.00	UNITED STATES TREASURY 0.25 07/31/2025	2,000,000.00		2,000,000.00
07/31/2025	Coupon	91282CFB2	2,000,000.00	UNITED STATES TREASURY 2.75 07/31/2027		27,500.00	27,500.00
07/31/2025	Coupon	91282CGH8	1,500,000.00	UNITED STATES TREASURY 3.5 01/31/2028		26,250.00	26,250.00
07/31/2025	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
July 2025 Total					3,359,135.93	429,651.13	3,788,787.06
AUGUST 2025							
08/11/2025	Coupon	69371RS56	1,450,000.00	PACCAR FINANCIAL CORP 5.05 08/10/2026		36,612.50	36,612.50
08/12/2025	Coupon	14913R2Z9	1,375,000.00	CATERPILLAR FINANCIAL SERVICES CORP 3.65 08/12/2025		25,093.75	25,093.75
08/12/2025	Final Maturity	14913R2Z9	1,375,000.00	CATERPILLAR FINANCIAL SERVICES CORP 3.65 08/12/2025	1,375,000.00		1,375,000.00
08/14/2025	Coupon	3133EPSW6	2,405,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026		54,112.50	54,112.50
08/14/2025	Coupon	532457CP1	1,250,000.00	ELI LILLY AND CO 4.15 08/14/2027		25,937.50	25,937.50
08/15/2025	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
08/15/2025	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
08/15/2025	Coupon	26442UAA2	1,000,000.00	DUKE ENERGY PROGRESS LLC 3.25 08/15/2025		16,250.00	16,250.00
08/15/2025	Final Maturity	26442UAA2	1,000,000.00	DUKE ENERGY PROGRESS LLC 3.25 08/15/2025	1,000,000.00		1,000,000.00
08/15/2025	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		5,427.08	5,427.08
08/15/2025	Coupon	47787JAC2	104,720.59	JDOT 2022 A3 0.36 09/15/2026		58.76	58.76
08/15/2025	Principal Paydown	47787JAC2	104,720.59	JDOT 2022 A3 0.36 09/15/2026	11,277.40		11,277.40
08/15/2025	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67
08/15/2025	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
08/15/2025	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
08/15/2025	Coupon	9128283W8	2,750,000.00	UNITED STATES TREASURY 2.75 02/15/2028		37,812.50	37,812.50
08/15/2025	Coupon	9128284V9	2,500,000.00	UNITED STATES TREASURY 2.875 08/15/2028		35,937.50	35,937.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/18/2025	Coupon	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026		27,630.00	27,630.00
08/18/2025	Coupon	362554AC1	43,555.53	GMCAR 2021-4 A3 0.68 09/16/2026		1.63	1.63
08/18/2025	Effective Maturity	362554AC1	43,555.53	GMCAR 2021-4 A3 0.68 09/16/2026	2,878.27		2,878.27
08/18/2025	Coupon	36265WAD5	171,908.08	GMCAR 2022-3 A3 3.64 04/16/2027		239.14	239.14
08/18/2025	Principal Paydown	36265WAD5	171,908.08	GMCAR 2022-3 A3 3.64 04/16/2027	14,503.45		14,503.45
08/18/2025	Coupon	380146AC4	48,717.94	GMCAR 2022-1 A3 1.26 11/16/2026		3.94	3.94
08/18/2025	Effective Maturity	380146AC4	48,717.94	GMCAR 2022-1 A3 1.26 11/16/2026	3,754.68		3,754.68
08/18/2025	Coupon	43815PAC3	168,521.58	HAROT 2022-2 A3 3.73 07/20/2026		190.72	190.72
08/18/2025	Principal Paydown	43815PAC3	168,521.58	HAROT 2022-2 A3 3.73 07/20/2026	15,691.53		15,691.53
08/20/2025	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		1,862.76	1,862.76
08/20/2025	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	35,101.73		35,101.73
08/20/2025	Coupon	379929AD4	280,000.00	GMALT 2023-3 A3 5.38 11/20/2026		554.54	554.54
08/20/2025	Principal Paydown	379929AD4	280,000.00	GMALT 2023-3 A3 5.38 11/20/2026	30,611.38		30,611.38
08/22/2025	Coupon	023135BC9	1,000,000.00	AMAZON.COM INC 3.15 08/22/2027		15,750.00	15,750.00
08/25/2025	Coupon	037833BY5	1,000,000.00	APPLE INC 3.25 02/23/2026		16,250.00	16,250.00
08/25/2025	Coupon	05602RAD3	99,006.01	BMWOT 2022-A A3 3.21 08/25/2026		66.18	66.18
08/25/2025	Principal Paydown	05602RAD3	99,006.01	BMWOT 2022-A A3 3.21 08/25/2026	11,208.92		11,208.92
08/25/2025	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		4,003.56	4,003.56
08/25/2025	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	83,882.57		83,882.57
08/25/2025	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00
08/25/2025	Coupon	3137BM7C4	1,180,208.76	FHMS K-051 A2 3.308 09/25/2025		2,317.29	2,317.29
08/25/2025	Principal Paydown	3137BM7C4	1,180,208.76	FHMS K-051 A2 3.308 09/25/2025	373,070.80		373,070.80
08/25/2025	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
08/25/2025	Coupon	3137BTUM1	875,787.14	FHMS K-061 A2 3.347 11/25/2026		2,411.83	2,411.83
08/25/2025	Principal Paydown	3137BTUM1	875,787.14	FHMS K-061 A2 3.347 11/25/2026	1,779.30		1,779.30
08/25/2025	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
08/25/2025	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
08/25/2025	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
08/25/2025	Coupon	3137FBU79	1,237,370.53	FHMS K-069 A2 3.187 09/25/2027		3,252.16	3,252.16
08/25/2025	Principal Paydown	3137FBU79	1,237,370.53	FHMS K-069 A2 3.187 09/25/2027	2,050.79		2,050.79
08/25/2025	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
08/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00

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08/26/2025	Coupon	17275RBQ4	1,500,000.00	CISCO SYSTEMS INC 4.8 02/26/2027		36,000.00	36,000.00
August 2025 Total					2,960,810.82	383,707.92	3,344,518.74
SEPTEMBER 2025							
09/02/2025	Coupon	91282CAJ0	1,000,000.00	UNITED STATES TREASURY 0.25 08/31/2025		1,250.00	1,250.00
09/02/2025	Final Maturity	91282CAJ0	1,000,000.00	UNITED STATES TREASURY 0.25 08/31/2025	1,000,000.00		1,000,000.00
09/02/2025	Coupon	91282CFH9	2,500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		39,062.50	39,062.50
09/02/2025	Coupon	91282CFJ5	2,750,000.00	UNITED STATES TREASURY 3.125 08/31/2029		42,968.75	42,968.75
09/02/2025	Coupon	91282CKD2	2,250,000.00	UNITED STATES TREASURY 4.25 02/28/2029		47,812.50	47,812.50
09/11/2025	Coupon	3130AWTQ3	4,500,000.00	FEDERAL HOME LOAN BANKS 4.625 09/11/2026		104,062.50	104,062.50
09/15/2025	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
09/15/2025	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
09/15/2025	Coupon	437076CR1	1,000,000.00	HOME DEPOT INC 4.0 09/15/2025		20,000.00	20,000.00
09/15/2025	Final Maturity	437076CR1	1,000,000.00	HOME DEPOT INC 4.0 09/15/2025	1,000,000.00		1,000,000.00
09/15/2025	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		5,427.08	5,427.08
09/15/2025	Coupon	47787JAC2	104,720.59	JDOT 2022 A3 0.36 09/15/2026		36.96	36.96
09/15/2025	Principal Paydown	47787JAC2	104,720.59	JDOT 2022 A3 0.36 09/15/2026	10,984.00		10,984.00
09/15/2025	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67
09/15/2025	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
09/15/2025	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
09/16/2025	Coupon	36265WAD5	171,908.08	GMCAR 2022-3 A3 3.64 04/16/2027		195.15	195.15
09/16/2025	Principal Paydown	36265WAD5	171,908.08	GMCAR 2022-3 A3 3.64 04/16/2027	13,801.51		13,801.51
09/18/2025	Coupon	43815PAC3	168,521.58	HAROT 2022-2 A3 3.73 07/20/2026		141.94	141.94
09/18/2025	Principal Paydown	43815PAC3	168,521.58	HAROT 2022-2 A3 3.73 07/20/2026	15,296.31		15,296.31
09/18/2025	Coupon	857477CL5	1,210,000.00	STATE STREET CORP 4.993 03/18/2027		30,207.65	30,207.65
09/22/2025	Coupon	3133EPWK7	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028		45,000.00	45,000.00
09/22/2025	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		1,713.87	1,713.87
09/22/2025	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	53,217.34		53,217.34
09/22/2025	Coupon	379929AD4	280,000.00	GMALT 2023-3 A3 5.38 11/20/2026		417.30	417.30
09/22/2025	Principal Paydown	379929AD4	280,000.00	GMALT 2023-3 A3 5.38 11/20/2026	35,242.49		35,242.49
09/22/2025	Coupon	89236TKJ3	1,000,000.00	TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027		22,750.00	22,750.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/25/2025	Coupon	05602RAD3	99,006.01	BMWOT 2022-A A3 3.21 08/25/2026		36.19	36.19
09/25/2025	Principal Paydown	05602RAD3	99,006.01	BMWOT 2022-A A3 3.21 08/25/2026	9,425.50		9,425.50
09/25/2025	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		3,655.45	3,655.45
09/25/2025	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	82,389.92		82,389.92
09/25/2025	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00
09/25/2025	Coupon	3137BM7C4	1,180,208.76	FHMS K-051 A2 3.308 09/25/2025		1,288.86	1,288.86
09/25/2025	Final Maturity	3137BM7C4	1,180,208.76	FHMS K-051 A2 3.308 09/25/2025	467,542.04		467,542.04
09/25/2025	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
09/25/2025	Coupon	3137BTUM1	875,787.14	FHMS K-061 A2 3.347 11/25/2026		2,406.86	2,406.86
09/25/2025	Principal Paydown	3137BTUM1	875,787.14	FHMS K-061 A2 3.347 11/25/2026	1,784.95		1,784.95
09/25/2025	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
09/25/2025	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
09/25/2025	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
09/25/2025	Coupon	3137FBU79	1,237,370.53	FHMS K-069 A2 3.187 09/25/2027		3,246.71	3,246.71
09/25/2025	Principal Paydown	3137FBU79	1,237,370.53	FHMS K-069 A2 3.187 09/25/2027	2,057.40		2,057.40
09/25/2025	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
09/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
09/26/2025	Coupon	3133EP6K6	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027		22,500.00	22,500.00
09/30/2025	Coupon	9128285C0	3,250,000.00	UNITED STATES TREASURY 3.0 09/30/2025		48,750.00	48,750.00
09/30/2025	Final Maturity	9128285C0	3,250,000.00	UNITED STATES TREASURY 3.0 09/30/2025	3,250,000.00		3,250,000.00
09/30/2025	Coupon	9128286L9	2,500,000.00	UNITED STATES TREASURY 2.25 03/31/2026		28,125.00	28,125.00
09/30/2025	Coupon	91282CEF4	2,500,000.00	UNITED STATES TREASURY 2.5 03/31/2027		31,250.00	31,250.00
09/30/2025	Coupon	91282CFM8	1,600,000.00	UNITED STATES TREASURY 4.125 09/30/2027		33,000.00	33,000.00
September 2025 Total					5,941,741.46	571,237.35	6,512,978.82
OCTOBER 2025							
10/01/2025	Coupon	64952WFJ7	1,000,000.00	NEW YORK LIFE GLOBAL FUNDING 3.9 10/01/2027		19,500.00	19,500.00
10/09/2025	Coupon	3130B0TY5	1,500,000.00	FEDERAL HOME LOAN BANKS 4.75 04/09/2027		35,625.00	35,625.00
10/10/2025	Coupon	57629W6F2	750,000.00	MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026		16,875.00	16,875.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2025	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
10/15/2025	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
10/15/2025	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		5,427.08	5,427.08
10/15/2025	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	54,539.31		54,539.31
10/15/2025	Coupon	47787JAC2	104,720.59	JDOT 2022 A3 0.36 09/15/2026		15.72	15.72
10/15/2025	Effective Maturity	47787JAC2	104,720.59	JDOT 2022 A3 0.36 09/15/2026	8,133.10		8,133.10
10/15/2025	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67
10/15/2025	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
10/15/2025	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
10/15/2025	Coupon	91282CGV7	2,000,000.00	UNITED STATES TREASURY 3.75 04/15/2026		37,500.00	37,500.00
10/15/2025	Coupon	91324PDE9	1,250,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		18,437.50	18,437.50
10/16/2025	Coupon	36265WAD5	171,908.08	GMCAR 2022-3 A3 3.64 04/16/2027		153.28	153.28
10/16/2025	Principal Paydown	36265WAD5	171,908.08	GMCAR 2022-3 A3 3.64 04/16/2027	12,866.66		12,866.66
10/20/2025	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		1,488.14	1,488.14
10/20/2025	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	52,088.57		52,088.57
10/20/2025	Coupon	379929AD4	280,000.00	GMALT 2023-3 A3 5.38 11/20/2026		259.30	259.30
10/20/2025	Principal Paydown	379929AD4	280,000.00	GMALT 2023-3 A3 5.38 11/20/2026	32,978.12		32,978.12
10/20/2025	Coupon	43815PAC3	168,521.58	HAROT 2022-2 A3 3.73 07/20/2026		94.40	94.40
10/20/2025	Principal Paydown	43815PAC3	168,521.58	HAROT 2022-2 A3 3.73 07/20/2026	14,745.27		14,745.27
10/27/2025	Coupon	05602RAD3	99,006.01	BMWOT 2022-A A3 3.21 08/25/2026		10.98	10.98
10/27/2025	Effective Maturity	05602RAD3	99,006.01	BMWOT 2022-A A3 3.21 08/25/2026	4,104.86		4,104.86
10/27/2025	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		3,313.53	3,313.53
10/27/2025	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	82,897.57		82,897.57
10/27/2025	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00
10/27/2025	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
10/27/2025	Coupon	3137BTUM1	875,787.14	FHMS K-061 A2 3.347 11/25/2026		2,401.89	2,401.89
10/27/2025	Principal Paydown	3137BTUM1	875,787.14	FHMS K-061 A2 3.347 11/25/2026	1,893.76		1,893.76
10/27/2025	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
10/27/2025	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
10/27/2025	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
10/27/2025	Coupon	3137FBU79	1,237,370.53	FHMS K-069 A2 3.187 09/25/2027		3,241.25	3,241.25
10/27/2025	Principal Paydown	3137FBU79	1,237,370.53	FHMS K-069 A2 3.187 09/25/2027	2,197.71		2,197.71

CASH FLOW REPORT



Murrieta Consolidated | Account | As of January 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/27/2025	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
10/27/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
10/31/2025	Coupon	9128285J5	2,500,000.00	UNITED STATES TREASURY 3.0 10/31/2025		37,500.00	37,500.00
10/31/2025	Final Maturity	9128285J5	2,500,000.00	UNITED STATES TREASURY 3.0 10/31/2025	2,500,000.00		2,500,000.00
October 2025 Total					2,766,444.92	217,775.14	2,984,220.06
NOVEMBER 2025							
11/03/2025	Coupon	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026		16,750.00	16,750.00
11/03/2025	Coupon	74456QBU9	750,000.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028		13,875.00	13,875.00
11/10/2025	Coupon	3133ERDZ1	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/08/2026		23,750.00	23,750.00
11/10/2025	Coupon	665859AW4	1,000,000.00	NORTHERN TRUST CORP 4.0 05/10/2027		20,000.00	20,000.00
11/10/2025	Coupon	713448FW3	510,000.00	PEPSICO INC 5.125 11/10/2026		13,068.75	13,068.75
11/17/2025	Coupon	009158AY2	1,500,000.00	AIR PRODUCTS AND CHEMICALS INC 1.85 05/15/2027		13,875.00	13,875.00
11/17/2025	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
11/17/2025	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
11/17/2025	Coupon	3130AXU63	1,750,000.00	FEDERAL HOME LOAN BANKS 4.625 11/17/2026		40,468.75	40,468.75
11/17/2025	Coupon	341081GN1	1,500,000.00	FLORIDA POWER & LIGHT CO 4.4 05/15/2028		33,000.00	33,000.00
11/17/2025	Coupon	36265WAD5	171,908.08	GMCAR 2022-3 A3 3.64 04/16/2027		114.26	114.26
11/17/2025	Principal Paydown	36265WAD5	171,908.08	GMCAR 2022-3 A3 3.64 04/16/2027	12,565.97		12,565.97
11/17/2025	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		5,190.29	5,190.29
11/17/2025	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	71,576.84		71,576.84
11/17/2025	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67
11/17/2025	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
11/17/2025	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
11/17/2025	Coupon	9128283F5	1,400,000.00	UNITED STATES TREASURY 2.25 11/15/2027		15,750.00	15,750.00
11/17/2025	Coupon	9128285M8	2,000,000.00	UNITED STATES TREASURY 3.125 11/15/2028		31,250.00	31,250.00
11/17/2025	Coupon	912828M56	2,500,000.00	UNITED STATES TREASURY 2.25 11/15/2025		28,125.00	28,125.00
11/17/2025	Final Maturity	912828M56	2,500,000.00	UNITED STATES TREASURY 2.25 11/15/2025	2,500,000.00		2,500,000.00
11/17/2025	Coupon	912828U24	3,000,000.00	UNITED STATES TREASURY 2.0 11/15/2026		30,000.00	30,000.00

CASH FLOW REPORT



Murrieta Consolidated | Account | As of January 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/18/2025	Coupon	43815PAC3	168,521.58	HAROT 2022-2 A3 3.73 07/20/2026		48.56	48.56
11/18/2025	Principal Paydown	43815PAC3	168,521.58	HAROT 2022-2 A3 3.73 07/20/2026	14,353.42		14,353.42
11/20/2025	Coupon	3133ERFJ5	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 05/20/2027		22,500.00	22,500.00
11/20/2025	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		1,267.20	1,267.20
11/20/2025	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	48,533.23		48,533.23
11/20/2025	Coupon	379929AD4	280,000.00	GMALT 2023-3 A3 5.38 11/20/2026		111.45	111.45
11/20/2025	Effective Maturity	379929AD4	280,000.00	GMALT 2023-3 A3 5.38 11/20/2026	24,858.10		24,858.10
11/25/2025	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		2,969.51	2,969.51
11/25/2025	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	86,266.94		86,266.94
11/25/2025	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00
11/25/2025	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
11/25/2025	Coupon	3137BTUM1	875,787.14	FHMS K-061 A2 3.347 11/25/2026		2,396.60	2,396.60
11/25/2025	Principal Paydown	3137BTUM1	875,787.14	FHMS K-061 A2 3.347 11/25/2026	1,796.64		1,796.64
11/25/2025	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
11/25/2025	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
11/25/2025	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
11/25/2025	Coupon	3137FBU79	1,237,370.53	FHMS K-069 A2 3.187 09/25/2027		3,235.41	3,235.41
11/25/2025	Principal Paydown	3137FBU79	1,237,370.53	FHMS K-069 A2 3.187 09/25/2027	2,071.15		2,071.15
11/25/2025	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
11/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
November 2025							
Total					2,762,022.29	353,677.85	3,115,700.13
DECEMBER 2025							
12/01/2025	Coupon	023135CN4	425,000.00	AMAZON.COM INC 4.6 12/01/2025		9,775.00	9,775.00
12/01/2025	Final Maturity	023135CN4	425,000.00	AMAZON.COM INC 4.6 12/01/2025	425,000.00		425,000.00
12/08/2025	Coupon	48125LRU8	1,575,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		40,241.25	40,241.25
12/09/2025	Coupon	3130AVVX7	1,120,000.00	FEDERAL HOME LOAN BANKS 3.75 06/09/2028		21,000.00	21,000.00
12/09/2025	Coupon	3130AWC24	2,000,000.00	FEDERAL HOME LOAN BANKS 4.0 06/09/2028		40,000.00	40,000.00
12/12/2025	Coupon	3130AWLZ1	2,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026		47,500.00	47,500.00
12/15/2025	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
12/15/2025	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00

CASH FLOW REPORT



Murrieta Consolidated | Account | As of January 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2025	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		4,879.53	4,879.53
12/15/2025	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	67,815.39		67,815.39
12/15/2025	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67
12/15/2025	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	919.06		919.06
12/15/2025	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
12/15/2025	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
12/16/2025	Coupon	36265WAD5	171,908.08	GMCAR 2022-3 A3 3.64 04/16/2027		76.14	76.14
12/16/2025	Principal Paydown	36265WAD5	171,908.08	GMCAR 2022-3 A3 3.64 04/16/2027	11,947.83		11,947.83
12/18/2025	Coupon	43815PAC3	168,521.58	HAROT 2022-2 A3 3.73 07/20/2026		3.95	3.95
12/18/2025	Effective Maturity	43815PAC3	168,521.58	HAROT 2022-2 A3 3.73 07/20/2026	1,269.90		1,269.90
12/22/2025	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		1,061.34	1,061.34
12/22/2025	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	43,730.88		43,730.88
12/22/2025	Coupon	58989V2F0	1,000,000.00	MET TOWER GLOBAL FUNDING 5.4 06/20/2026		27,000.00	27,000.00
12/25/2025	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		2,611.50	2,611.50
12/25/2025	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	73,905.32		73,905.32
12/25/2025	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00
12/25/2025	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
12/25/2025	Coupon	3137BTUM1	875,787.14	FHMS K-061 A2 3.347 11/25/2026		2,391.59	2,391.59
12/25/2025	Principal Paydown	3137BTUM1	875,787.14	FHMS K-061 A2 3.347 11/25/2026	1,905.04		1,905.04
12/25/2025	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
12/25/2025	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
12/25/2025	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
12/25/2025	Coupon	3137FBU79	1,237,370.53	FHMS K-069 A2 3.187 09/25/2027		3,229.91	3,229.91
12/25/2025	Principal Paydown	3137FBU79	1,237,370.53	FHMS K-069 A2 3.187 09/25/2027	2,210.99		2,210.99
12/25/2025	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
12/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
12/26/2025	Coupon	437076DB5	740,000.00	HOME DEPOT INC 4.875 06/25/2027		18,037.50	18,037.50
12/31/2025	Coupon	9128285T3	2,500,000.00	UNITED STATES TREASURY 2.625 12/31/2025		32,812.50	32,812.50
12/31/2025	Final Maturity	9128285T3	2,500,000.00	UNITED STATES TREASURY 2.625 12/31/2025	2,500,000.00		2,500,000.00
12/31/2025	Coupon	912828YX2	1,750,000.00	UNITED STATES TREASURY 1.75 12/31/2026		15,312.50	15,312.50
12/31/2025	Coupon	91282CEW7	1,300,000.00	UNITED STATES TREASURY 3.25 06/30/2027		21,125.00	21,125.00

CASH FLOW REPORT



Murrieta Consolidated | Account | As of January 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
December 2025							
Total					3,128,704.40	322,989.77	3,451,694.18
Grand Total			499,774,023.57		37,095,457.92	4,260,126.50	41,355,584.42

IMPORTANT DISCLOSURES



Murrieta Consolidated | Account | As of January 31, 2025

Chandler Asset Management, Inc. (“Chandler”) is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client’s Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody’s, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities (“MBS”) reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a high rating by S&P, Moody’s and Fitch respectively.

California State Treasurer *Fiona Ma, CPA*



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

February 18, 2025

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CITY OF MURRIETA

FINANCE DIRECTOR
1 TOWNE SQUARE
MURRIETA, CA 92562

[Tran Type Definitions](#)

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Account Number:

January 2025 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
1/15/2025	1/14/2025	QRD	1767404	N/A	SYSTEM	22,738.88

Account Summary

Total Deposit:	22,738.88	Beginning Balance:	1,955,146.22
Total Withdrawal:	0.00	Ending Balance:	1,977,885.10



STAGECOACH SWEEP

WELLS FARGO BANK, N.A.

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CITY OF MURRIETA
GENERAL OPERATING ACCOUNT
1 TOWN SQ
MURRIETA CA 92562-7922

Account Number - DDA

THIS STATEMENT COVERS 01/01/2025 THROUGH 01/31/2025

FUNDS HELD ON COMPANY'S BEHALF IN THE OMNIBUS DEPOSIT ACCOUNT AT BANK ARE DEPOSITS AND ARE ELIGIBLE FOR FDIC INSURANCE IN ACCORDANCE WITH FDIC RULES AND LIMITS. COMPANY'S MMMF SHARES HELD IN THE OMNIBUS INVESTMENT ACCOUNT IN BANK'S NAME AT THE CUSTODIAN OF THE MMMF ARE NOT DEPOSITS AND ARE NOT ELIGIBLE FOR FDIC INSURANCE. COMPANY IS THE OWNER OF ITS MMMF SHARES.

ALLSPRING GOVERNMENT FUND SELECT CLS

FUND SUMMARY

Dividends Earned YTD	405,936.38
Federal Withholding YTD	.00
7-Day Simple Yield	4.31550 %
Federal Withholding	.00

Beginning Balance	110,112,543.37
Shares Purchased	25,044,352.05 +
Shares Redeemed	5,892,941.99 -
Ending Balance	129,263,953.43

Prior Month Dividends Paid to Checking	410,722.84
Dividends Earned in Current Month	405,936.38
Funds Pending Investment	391,422.14

Transaction Detail

Date	Description	Amount
1-01-2025	Beginning Balance	110,112,543.37
1-02-2025	Next Day Sweep Purchase	243,982.47
1-03-2025	Next Day Sweep Purchase	374,662.94
1-06-2025	Next Day Sweep Purchase	221,832.78
1-07-2025	Sweep Funds Return To DDA	976,894.06
1-08-2025	Sweep Funds Return To DDA	2,173,104.34
1-09-2025	Sweep Funds Return To DDA	67,734.29
1-10-2025	Next Day Sweep Purchase	270,229.37
1-13-2025	Next Day Sweep Purchase	1,423,441.28
1-14-2025	Sweep Funds Return To DDA	391,082.95
1-15-2025	Next Day Sweep Purchase	456,859.88
1-16-2025	Next Day Sweep Purchase	235,168.29
1-17-2025	Sweep Funds Return To DDA	182,581.66
1-21-2025	Sweep Funds Return To DDA	166,211.22
1-22-2025	Sweep Funds Return To DDA	1,553,601.70
1-23-2025	Next Day Sweep Purchase	34,384.63
1-24-2025	Next Day Sweep Purchase	142,854.92
1-27-2025	Next Day Sweep Purchase	3,564,144.97
1-28-2025	Sweep Funds Return To DDA	381,731.77
1-29-2025	Next Day Sweep Purchase	121,552.01
1-30-2025	Next Day Sweep Purchase	17,950,533.34
1-31-2025	Next Day Sweep Purchase	4,705.17
1-31-2025	Ending Balance	129,263,953.43

Daily Balance Information

Date	Investment Balance	Annualized Fund Yield	Daily Dividend Factor	Daily Accrual
01-01*	110,112,543.37	4.404 %	.000120683	13,288.71
01-02	110,356,525.84	4.390 %	.000120300	13,275.89
01-03	110,731,188.78	4.335 %	.000118779	13,152.54

Date	Investment Balance	Annualized Fund Yield	Daily Dividend Factor	Daily Accrual
01-04*	110,731,188.78	4.335 %	.000118779	13,152.54
01-05*	110,731,188.78	4.335 %	.000118779	13,152.54
01-06	110,953,021.56	4.315 %	.000118224	13,117.31
01-07	109,976,127.50	4.319 %	.000118336	13,014.14
01-08	107,803,023.16	4.306 %	.000117974	12,717.95
01-09	107,735,288.87	4.308 %	.000118046	12,717.72
01-10	108,005,518.24	4.310 %	.000118097	12,755.13
01-11*	108,005,518.24	4.310 %	.000118097	12,755.13
01-12*	108,005,518.24	4.310 %	.000118097	12,755.13
01-13	109,428,959.52	4.313 %	.000118166	12,930.78
01-14	109,037,876.57	4.304 %	.000117918	12,857.53
01-15	109,494,736.45	4.304 %	.000117923	12,911.95
01-16	109,729,904.74	4.303 %	.000117904	12,937.59
01-17	109,547,323.08	4.305 %	.000117953	12,921.44
01-18*	109,381,111.86	4.305 %	.000117953	12,901.83
01-19*	109,381,111.86	4.305 %	.000117953	12,901.83
01-20*	109,381,111.86	4.305 %	.000117953	12,901.83
01-21	109,381,111.86	4.296 %	.000117725	12,876.89
01-22	107,827,510.16	4.299 %	.000117783	12,700.25
01-23	107,861,894.79	4.311 %	.000118117	12,740.32
01-24	108,004,749.71	4.324 %	.000118473	12,795.65
01-25*	108,004,749.71	4.324 %	.000118473	12,795.65
01-26*	108,004,749.71	4.324 %	.000118473	12,795.65
01-27	111,568,894.68	4.321 %	.000118399	13,209.65
01-28	111,187,162.91	4.317 %	.000118280	13,151.22
01-29	111,308,714.92	4.316 %	.000118258	13,163.15
01-30	129,259,248.26	4.321 %	.000118404	15,304.81
01-31	129,263,953.43	4.315 %	.000118236	15,283.65
			TOTAL MTD	405,936.40

* Indicates non-business day

THANK YOU FOR BANKING WITH WELLS FARGO.

MONEY MARKET MUTUAL FUNDS (EACH, A "MMMF") ARE NOT FDIC INSURED, HAVE NO BANK GUARANTY AND MAY LOSE VALUE.

An Investment in a MMMF is not insured by the Federal Deposit Insurance Corporation or any other government agency. Although the MMMF's seek to preserve the value of customer's investment at \$1.00 per share, it is possible to lose money by investing in a MMMF.

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This material must be accompanied or preceded by a current prospectus for name of the Fund(s) selected. Please read the prospectus carefully before investing.



CITY OF MURRIETA

City Council Meeting Agenda Report

3/18/2025
Agenda Item No. 4.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Justin Clifton, City Manager

PREPARED BY: Tiffany Israel, City Attorney

SUBJECT: Settlement Agreement with Anthony Borel

RECOMMENDATION

Approval a Settlement Agreement with Anthony Borel; and
Authorize the City Manager to sign the agreement.

PRIOR ACTION/VOTE

None.

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

BACKGROUND

On July 15, 2019, Murrieta Fire and Protection District (MFPD) was called to a residential gas leak on Wooden Horse Trail. On that day, the homeowners were having solar panels installed by Sunrun through HoSoPo Corporation dba Horizon Solar Power/Sungevity, Inc. (Horizon). Horizon employees began installation of the solar panels and inserted a grounding rod, which caused a gas leak. Once the gas was detected, MFPD and employees of the Southern California Gas Company (SoCalGas) were dispatched for the gas leak and damage remediation efforts. During the explosion, Mr. Borel was severely injured.

The cause of the explosion is disputed. However, it is undisputed that Sunrun failed to ensure compliance with permitting requirements, as they failed to call DigAlert before excavation, as mandated by State law, properly train its employees on excavations, or ensure that Horizon was properly licensed.

The explosion injured more than 15 people, resulted in one fatality, and damaged 35 homes. Mr. Borel, who was 24 at the time of the incident, and an employee of Horizon, was working on the solar installation project at the time of the explosion. He was severely injured, and his medical damages are substantial. He was also

unable to return to work for several years and asserts claims for loss of income, loss of future earnings, and pain and suffering.

Mr. Borel alleges that the MFPD firefighters were negligent. The City and MFPD vigorously dispute these allegations and maintain that Defendant Horizon and Defendant SoCalGas bear responsibility for the negligence related to the incident.

While Mr. Borel contends that Horizon and Sunrun were also negligent, Horizon, Sunrun, and related entities are not parties to the litigation filed by Mr. Borel due to the exclusivity of Workers' Compensation.

Bremer Whyte Brown & O'Meara LLP was retained by Allied World Insurance Company and Third-Party Administrator Network Adjusters, Inc., the MFPD's insurance company at the time of the incident, to represent the MFPD and the City as an additional insured in this matter. After undertaking extensive discovery on this matter to assess the value of Mr. Borel's claims, the attorneys from Bremer Whyte have negotiated a settlement with Mr. Borel in the amount of \$2,800,000 and are requesting approval by the City Council of the attached agreement memorializing this settlement.

FISCAL IMPACT

The settlement amount will be paid by the City and MFPD's insurance carrier at the time of the incident.

ATTACHMENTS

1. Settlement Agreement with Anthony Borel

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS AND ACTIONS

This Settlement Agreement and Release (the "RELEASE") is made by Plaintiff, ANTHONY BOREL, (referred to herein as "PLAINTIFF"), and Defendants CITY OF MURRIETA and MURRIETA FIRE PROTECTION DISTRICT (collectively referred to as "DEFENDANTS"). PLAINTIFF and DEFENDANTS are collectively referred to as the "PARTIES" and each may be referred to individually as a "PARTY".

1. **SECTION HEADINGS.** The section headings contained in the RELEASE are for reference purposes only and shall not affect in any way the meaning or interpretation of the RELEASE.

2. **RECITALS:** The PARTIES agree:

a. PLAINTIFF initiated an Action against Defendant CITY OF MURRIETA in the Riverside County Superior Court, State of California, Case No. RIC2002687 (the "Action"). In the Action, PLAINTIFF seeks to recover damages as a result of an occurrence on or about July 15, 2019, at 23562 Wooden Horse Trail, Murrieta, California 92562 ("the INCIDENT") and which PLAINTIFF alleges was caused by certain alleged acts or omissions by DEFENDANTS and other entities.

b. The PARTIES desire to enter into this RELEASE in order to resolve the Action in full as to DEFENDANTS only, in exchange for the discharge of all claims against DEFENDANTS which are, or might have been, the subject matter of PLAINTIFF'S Complaint upon the terms and conditions set forth below.

3. **INTENT.** By the RELEASE, PLAINTIFF desires to settle any and all of his claims against DEFENDANTS arising out of the INCIDENT which are the subject of the Action and alleged to have been caused by DEFENDANTS due to their acts or omissions (inclusive of, but not limited to DEFENDANTS' employees, agents, representatives, officers, directors, insurers), said claims including: bodily injuries, medical costs / expenses, dental expenses, future medical and/or dental expenses, property damage, loss of consortium, pain and suffering, emotional distress, past and future loss of earnings, general damages, special damages, attorneys' fees, costs, expenses, damages, liens, and/or economic / non-economic losses alleged or which were or could have been alleged in the Action.

4. **RELEASES BY PLAINTIFF.** FOR AND IN CONSIDERATION of settlement funds paid to PLAINTIFF as detailed below, PLAINTIFF hereby releases, acquits and forever discharges DEFENDANTS and any of their owners, agents, representatives, officers, officials, directors, parent companies, subsidiary companies, successors, predecessors, employees, former employees, volunteers, insurers (AXIS Insurance Company, Fire Agencies Insurance Risk Authority, Argonaut Insurance Company, Allied World Insurance Company, Allied Public Risk LLC DBA Allied Community Insurance Services LLC, and Network Adjusters Inc.), and attorneys (collectively, "Released Parties"), from and against any and all actions, cause(s) of action, claims, demands, damages, expenses and compensation on account of, arising from,

relating to, or in any way growing out of the INCIDENT, or which were or could have been alleged in the Action, as to DEFENDANTS only.

5. **SETTLEMENT PAYMENTS:** The settlement funds shall be paid to PLAINTIFF on behalf of DEFENDANTS, as follows: PLAINTIFF will receive a total sum of \$2,800,000 (two million, eight hundred thousand dollars), which may be referred to as the "SETTLEMENT FIGURE". The SETTLEMENT FIGURE will be paid out to the individual(s) named below ("Payee(s)") the sums outlined below:

a. Cash or lump sum payments due at the time of settlement as follows:

- \$1,800,000.00 inclusive of fees and expenses Payable jointly to Anthony Borel and Roberts | Jeandron Law, APC.
- \$450,916.50 payable to Mutual of Omaha Structured Settlement Company for the funding of an annuity policy issued by United of Omaha Life Insurance Company yielding the periodic payments described further in (b.) below.
- \$549,083.50 payable to Prudential Assigned Settlement Services Corp (PassCorp) for the funding of an annuity policy issued by The Prudential Insurance Company of America yielding the periodic payments described further in (c.) below.

b. Periodic payments made according to the schedule as follows (the "Periodic Payments"):

Payee: Anthony Borel

Periodic Payments

- \$4,703.67 payable monthly beginning 07/01/2040. Payable for life with 300 months guaranteed. Guaranteed payments through 06/01/2065.

Upon the death of the annuitant/claimant (aka PLAINTIFF), any remaining guaranteed payments may be commuted at the option of the named beneficiary.

c. Periodic payments made according to the schedule as follows (the "Periodic Payments"):

Payee: Anthony Borel

Periodic Payments

- \$4,300.00 payable monthly, guaranteed for 15 year(s), starting on 07/01/2025 with the last guaranteed payment on 06/01/2040.

The payments above constitute damages (other than punitive damages), whether by suit or agreement, on account of personal injury or sickness in a case involving physical injury or physical sickness, within the meaning of Sections 130(c) and 104(a)(2) of the Code.

ACCELERATION, TRANSFER OF PAYMENT RIGHTS.

None of the Periodic Payments and no rights to or interest in any of the Periodic Payments (all of the foregoing being hereinafter collectively referred to as "Payment Rights") can be

- i. Accelerated, deferred, increased, or decreased by any recipient of any of the Periodic Payments; or
- ii. Sold, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly, unless such sale, assignment, pledge, hypothecation or other transfer or encumbrance (any such transaction being hereinafter referred to as a "Transfer") has been approved in advance in a "Qualified Order" as defined in Section 5891(b)(2) of the Code (a "Qualified Order") and otherwise complies with applicable state law, including without limitation any applicable state structured settlement protection statute.

No Claimant or Successor Payee shall have the power to affect any Transfer of Payment Rights except as provided in sub-paragraph (ii) above, and any other purported Transfer of Payment Rights shall be wholly void. If Payment Rights under this Settlement Agreement become the subject of a Transfer approved in accordance with sub-paragraph (ii) above the rights of any direct or indirect transferee of such Transfer shall be subject to the terms of this Settlement Agreement and any defense or claim in recoupment arising hereunder.

CLAIMANT'S BENEFICIARY

Any payments to be made after the death of Payee pursuant to the terms of the Settlement Agreement shall be made to such person or entity as shall be designated in writing by Payee to the Assignees. If no person or entity is so designated by Payee, or if the person designated is not living at the time of the Payee's death, such payments shall be made to the estate of the Payee. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the Insurer or the Insurer's Assignees. The designation must be in a form acceptable to the Assignees before such payments are made.

CONSENT TO QUALIFIED ASSIGNMENT

(a.) Assignment of Obligation. Claimant acknowledges and agrees that the Defendant (aka DEFENDANTS) will make a "qualified assignment", within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the Defendant's liability for the Periodic Payments set forth above in 5b. to Mutual of Omaha Structured Settlement Company and set forth above in 5c. of Payments Section to Prudential Assigned

Settlement Services Corp (PASSCorp), (hereinafter referred to as "Assignees"). The Assignee's obligations for payment of the Periodic Payments shall be no greater than that of the Defendant (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

(b.) Assignee(s) as Obligor. Any such assignment shall be accepted by the Claimant without right of rejection and shall completely release and discharge the Defendant from the Periodic Payments obligation assigned to the Assignees. The Claimant recognizes that, in the event of such an assignment, the Assignees shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the Defendant shall thereupon become final, irrevocable, and absolute.

RIGHT TO PURCHASE AN ANNUITY

The Defendant, itself or through its Assignees, will fund the liability to make the Periodic Payments set forth in 5b. of Payments Section through the purchase of an annuity policy from United of Omaha Structured Settlement Company and in 5c. of Payments Section, through the purchase of an annuity policy from The Prudential Insurance Company of America (hereinafter referred to as "Annuity Issuer"). The Defendant or the Assignees shall be the sole owner of the annuity policy and shall have all rights of ownership. The Defendant or the Assignees may have Annuity Issuers mail payments directly to the Payee. The Claimant shall be responsible for maintaining a current mailing address for Payee with the Assignees.

DISCHARGE OF OBLIGATION

The obligation of the Defendant and/or Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check or electronic funds transfer in the amount of such payment to the designated address of the Payee named above in 5b and 5c of this Settlement Agreement. If a Payee or beneficiary notifies the Assignees that any check or electronic funds transfer was not received, the Assignees shall direct the Annuity Issuer to initiate stop payment action and, upon confirmation that the check was not previously negotiated or electronic funds transfer deposited, the Annuity Issuer(s) shall process a replacement payment in the amount of such payment to the designated address of the Payee or beneficiary.

6. This Settlement Agreement and Release is binding upon PLAINTIFF's executors, heirs, trustees, and successors in interest.

7. Settlement drafts to PLAINTIFF shall be made payable as described in paragraph 5(a) above. PLAINTIFF's attorneys will provide a completed W-9 Form to DEFENDANTS' attorneys for issuance of the settlement drafts. PLAINTIFF's attorneys will also provide any requested documents related to Medicare, Medicaid, or other government benefits. Following payment of the SETTLEMENT FIGURE, PLAINTIFF'S attorneys will file or forward a Request for Dismissal to DEFENDANTS' counsel, with prejudice, of the Action as to DEFENDANTS

only (i.e., PLAINTIFF's Complaint as against CITY OF MURRIETA) within seven (7) calendar days of confirmation of deposit of the SETTLEMENT FIGURE to the various payees.

8. **FEES AND COSTS.** The PARTIES each agree to bear all their own fees and costs incurred in connection with the Action.

9. **RESOLUTION OF LEGAL ACTION.** The PARTIES agree not to file and/or make any additional actions, cause(s) of action, claims, demands, seek any damages, expenses and compensation, as against any other PARTY, on account of, arising from, or in any way growing out of or related to the INCIDENT, or which were or could have been alleged in the Action. The foregoing does not apply to any Claims for damages or indemnity that the PARTIES may have against SOUTHERN CALIFORNIA GAS COMPANY in the ACTION or any case including any of the other cases which have been consolidated and/or related to the ACTION.

10. This Agreement is contingent upon an Order by the Court that the settlement is in good faith and that the Cross-Complaint by Defendant SOUTHERN CALIFORNIA GAS COMPANY is therefore dismissed.

11. **FULL SATISFACTION.** Except as otherwise provided herein, the compromise fully and completely satisfies, without limitation, any and all of PLAINTIFF'S claims for attorneys' fees, medical and dental expenses, personal injuries, past and future loss of earnings, loss of consortium, damages, costs, and/or interest against DEFENDANTS, and any of their agents, representatives, employees, insurers, arising in any way from all claims which were or could have been asserted in the Action. Further, PLAINTIFF specifically agrees to bear his own costs, medical expenses, dental expenses, fees, attorney's fees, and other expenses of whatever nature, except as expressly provided herein.

12. **AUTHORITY TO RELEASE.** PLAINTIFF represents and warrants that he is duly authorized and empowered to execute the RELEASE and has not assigned, sold, pledged, encumbered, or transferred to anyone any of the claims assigned and/or released hereby, and that he will not assign, sell, pledge, encumber, or transfer (except by operation of law) any of their claims. PLAINTIFF hereby warrants and agrees to indemnify and hold DEFENDANTS, its/their successors, representatives, assigns, and Released Parties harmless from and against any and all claims, damages, costs, fees, expenses, liens on account of, or any way growing out of, any and all such known and unknown assignments, sales, pledges, encumbrances, and/or transfers, including without limitation attorneys' fees and costs.

13. **REPRESENTATION AND AGREEMENT RE: LIENS AND MEDICARE:** It is agreed that PLAINTIFF shall be solely responsible for any and all liens and Third Party claims, of any kind, nature, and/or amount, alleged to be related to or resulting from the INCIDENT. Further, the PARTIES have been advised and fully understand that conditional payments, including the benefits paid by Medicare and Medi-Cal up to the date of settlement, are the sole responsibility of the PLAINTIFF and must be satisfied out of the SETTLEMENT FIGURE. It will be the responsibility of PLAINTIFF to resolve all outstanding conditional payments owed to Medicare or any other lien claimant. PLAINTIFF agrees to indemnify, defend

and hold the DEFENDANTS and the Released Parties harmless from any action by Medicare/CMS or any other lienholder / claimholder seeking payment of past medical expenses/conditional payments, and from all other liens or claims for reimbursement arising out of, or related to, the Action, including but not limited to any workers compensation claim.

14. The Settling PARTIES have also addressed Medicare's right of recovery for possible future medicals. It is agreed that all future medical care and costs are the sole responsibility of PLAINTIFF and he agrees to indemnify, defend and hold DEFENDANTS and the Released Parties harmless from any action by Medicare seeking payment or reimbursement for post-settlement medical payments. This settlement is based upon a good faith determination of the PARTIES in order to resolve a questionable claim. The PARTIES have attempted to resolve this matter in compliance with both state and federal law and it is believed that the settlement terms adequately consider Medicare's interest and do not reflect any attempt to shift responsibility of treatment to Medicare pursuant to 42 U.S.C. §1395(y)(b). The PARTIES acknowledge and understand that any present or future action or decision by Medicare on this settlement, or on PLAINTIFF's eligibility or entitlement to Medicare or Medicare payments, will not render this RELEASE void or ineffective, or in any way affect the finality of this liability settlement.

15. **COVENANT.** After payment of the SETTLEMENT FIGURE, and filing of the Request for Dismissal as to DEFENDANTS, PLAINTIFF hereby covenants and promises that no claims shall be made, and no action, claims, lawsuit or further proceeding shall be commenced against DEFENDANTS based upon or arising out of the INCIDENT or injuries or damages incurred in the INCIDENT that are the subject of the Action.

16. **NO ADMISSION.** It is understood and agreed that in making the RELEASE, the PARTIES acknowledge that the compromise reached shall not be construed as an admission of the sufficiency of any of their respective claims, defenses, allegations, assertions, or contentions, the existence of any alleged dangerous condition of public property or negligence, the existence of any contractual right to defense or indemnity, all of which are expressly denied.

17. **FACTS MAY TURN OUT DIFFERENT THAN BELIEVED.** The PARTIES fully understand that the injuries and/or damages and/or claims alleged as a result of the INCIDENT may turn out to be greater than, or different from, that now believed, and that other damages or lien rights may exist of which the PARTIES may not be presently aware. By the RELEASE, the PARTIES expressly assume the risk of potential unknown damage, and expressly warrant that the RELEASE shall not be subject to termination or rescission because of any such unknown damage or other rights.

18. **WAIVER.** Further, PLAINTIFF expressly waives all rights under Section 1542 of the California *Civil Code* which provides as follows:

- a. "GENERAL RELEASE – CLAIMS EXTINGUISHED: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY

HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY”.

- b. PLAINTIFF understands and acknowledges that a risk exists that he incurred or suffered or may incur or suffer, loss or damages as a result of the matters, facts, events, occurrences, transactions, causes and things referred to in this RELEASE which were unknown, unsuspected or unanticipated at the time this RELEASE was executed. PLAINTIFF assumes this risk and agrees that the foregoing waiver(s) and/or Release(s) shall in all respects be effective and not subject to termination or rescission.
- c. BASED UPON THE ADVICE OF COUNSEL, PLAINTIFF VOLUNTARILY, AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE, WAIVES AND RELINQUISHES, AS TO DEFENDANTS ONLY, ANY AND ALL RIGHTS THAT HE MAY HAVE UNDER SECTION 1542 AS WELL AS UNDER THE PROVISIONS OF ALL COMPARABLE, EQUIVALENT OR SIMILAR STATUTES AND PRINCIPLES OF COMMON LAW OR OTHER DECISIONAL LAW OF ANY AND ALL STATES OF THE UNITED STATES.

19. **LEGAL REPRESENTATION.** In executing the RELEASE, the PARTIES acknowledge and certify that they have relied solely upon his/her/its/their own judgment, beliefs, and knowledge, have had the opportunity to consult with an attorney and, with the advice of his/her/its/their independently selected attorney concerning the nature, extent, and duration of his/her/its/their rights and claims in connection with the RELEASE (and including all law referenced), have had his/her/its/their rights fully explained to him/her/it/them by his/her/its/their counsel, which are completely understood. The terms of the RELEASE have been drawn by mutual cooperation between the PARTIES; therefore, the RELEASE shall not be construed for or against any of the PARTIES by reason of his/her/its/their participation, or lack of participation, in the drafting of the RELEASE.

20. **VOLUNTARY EXECUTION.** Each of the PARTIES to this RELEASE warrant and certify that he/she/it/they have entered into the RELEASE freely, voluntarily, and of his/her/its/their own volition without fraud, duress, or undue influence. Each of the PARTIES to this RELEASE has read the RELEASE in its entirety knows the contents thereof and signs the RELEASE as his/her/its/their own free act. The PARTIES also acknowledge that, because it has been reached after thorough negotiation and bargaining, the compromise which forms the basis of the RELEASE represents a full, final, and agreeable settlement.

21. **ENTIRE RELEASE.** The RELEASE contains the entire agreement between the PARTIES regarding the Action, and its terms are contractual and not merely a recital. No other promise, agreement, or inducement, written or oral, express or implied, has been made or exists between the PARTIES concerning the subject matter of the Action.

22. **SEVERABILITY.** If any provision of the RELEASE is held to be invalid or unenforceable, the remaining portion of the RELEASE shall continue to be valid and will be performed, construed, and fully enforced to the fullest extent permitted by law, and the invalid or

unenforceable term shall be deemed amended and limited in accordance with the intention of the PARTIES, as determined from the face of the RELEASE, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

23. **MODIFICATION.** This RELEASE may not be amended or modified except by a written instrument executed by all the PARTIES to this RELEASE.

24. **JURISDICTION AND GOVERNING LAW.** The RELEASE shall be interpreted, construed, governed, and enforced under and pursuant to the laws of the State of California. Any action to enforce any term or condition of the RELEASE shall be brought in the Orange County Superior Court which shall hear or determine any such dispute. The prevailing party shall be entitled to reasonable costs and attorney's fees.

25. **EXECUTION IN COUNTERPARTS/FACSIMILE/ELECTRONIC COPIES OF SIGNATURES.** This RELEASE may be executed in counterparts with the same effect as if all original signatures were placed on one document and which, when taken together, shall constitute one original agreement. Facsimile copies and/or electronic copies of signatures to this RELEASE, including those made through DocuSign, Adobe Acrobat or the like, will be treated as an original signature and will have the same effect as an original signature. A photocopy, facsimile copy, or electronic copy of this RELEASE, or any part thereof, may be substituted in place of the original version of the same.

26. **COURT TO RETAIN JURISDICTION TO ENFORCE THIS AGREEMENT; ENFORCEMENT; REMEDIES.** This RELEASE constitutes a stipulation in writing pursuant to California Code of Civil Procedure § 664.6. The PARTIES agree that the Riverside Superior Court shall retain jurisdiction over the PARTIES to interpret and enforce the settlement and/or this RELEASE until performance in full of the terms of this RELEASE.

Pursuant to California Evidence Code § 1123, this RELEASE shall be admissible, without objections, for the sole purpose of interpreting and enforcing this RELEASE, if need be.

All PARTIES shall be entitled to all remedies available at law or in equity for any violation of the RELEASE, including but not limited to the remedy of specific performance, and the PARTIES intend that the RELEASE shall be enforceable in the event of a material breach hereof. If any motion, proceeding, or action is brought to enforce the RELEASE, or is brought in connection with any dispute arising out of the RELEASE or the claims which are the subject of the RELEASE, the prevailing PARTY(IES) shall be entitled to recover damages, reasonable attorneys' fees, and other costs incurred in such litigation, in addition to any other relief which that PARTY(IES) may be entitled to by law and/or equity.

IN WITNESS WHEREOF, the undersigned, with a full understanding of the terms contained herein and the significance of the same, have executed this RELEASE and agree to the terms herein on the date affixed by their signature(s), and thereby warrant, agree, and promise to be bound by its terms.

BY SIGNING THIS RELEASE WHERE INDICATED BELOW I CERTIFY THAT I UNDERSTAND AND HAVE READ (OR BEEN READ TO) THE FOREGOING RELEASE IN ITS ENTIRETY INCLUDING CIVIL CODE SECTION 1542 QUOTED IN SECTION 16, THAT I FULLY UNDERSTAND ALL THE WORDS, LANGUAGE, TERMS AND CONDITIONS CONTAINED IN THIS RELEASE, THAT I HAVE CONSULTED WITH COUNSEL OF MY OWN CHOICE, AND THAT I AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS IN THIS RELEASE.

APPROVED AND AGREED:

PLAINTIFF:

Dated: _____

ANTHONY BOREL

CITY OF MURRIETA

Dated: _____

Justin Clifton, City Manager

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM ONLY:

ROBERTS JEANDRON INJURY LAW

DATED: _____

Jeff Roberts
Michael Jeandron
Attorneys for PLAINTIFF Anthony Borel

**BREMER WHYTE BROWN & O'MEARA,
LLP**

DATED: _____

Kevin Wheeler
Attorney for Defendant, CITY OF MURRIETA and
MURRIETA FIRE PROTECTION DISTRICT



CITY OF MURRIETA

City Council Meeting Agenda Report

3/18/2025
Agenda Item No. 5.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Cristal McDonald, City Clerk

PREPARED BY: Kimberly Ramirez, Deputy City Clerk

SUBJECT: Approval of an Agreement with Granicus Inc. for Agenda Management Services and Public Records Act Request Management Software

RECOMMENDATION

Ratify the agreement with Granicus Inc. for agenda management services and the Public Records Act request module; and

Authorize the City Manager to approve future renewals for four (4) years for a not-to-exceed total of \$243,078.16.

PRIOR ACTION/VOTE

On June 18, 2024, the City Council approved a renewal with Granicus Inc., for GOVQA public records request software (Vote: 5-0).

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

BACKGROUND

OnBase Agenda Management

The City Clerk is the local official that serves as a neutral liaison between citizens and government by ensuring transparent processes. The City Clerk is responsible for producing, publishing, and archiving City Council meeting agendas, reports, and all associated materials and attachments for the formal public meetings. This also includes ensuring the public has access to the meetings of the advisory bodies, including Planning Commission, Parks and Recreation Commission, Library Advisory Commission, Traffic Commission, and the Transaction and Use Tax (Measure T) Oversight Committee.

Approximately 105 city staff members from all of the various city departments participate in preparing,

reviewing, and publishing the agenda reports for the City Council and the advisory bodies, which necessitates using an agenda preparation and management software to route for review and archive.

For this purpose, prior to 2023, the City of Murrieta used Hyland-Unity OnBase Agenda Management software. In 2021, the City Clerk conducted an internal assessment of the agenda management software and identified deficiencies and concerns, including internal staff dissatisfaction, cumbersome controls, and lack of accessibility. Following the assessment and feedback from internal stakeholders, the City Clerk determined that an alternate software was the solution.

Due to the specialization and key features of the software sought, which included public accessibility; streaming capacity; public/internal portals, the ability to modify features independently and live streaming and archiving Commission, Committee, and Board (CCB) meetings, in 2022, the City Clerk conducted an informal request for proposals.

After reviewing the three proposals submitted, the City Clerk held a live demonstration of each software with frequent agenda management end-users, who were able to ask questions and provide feedback. Granicus Inc., a leading company in governmental service solutions that provide government transparency and civic engagement, was determined to best meet the city's needs, specifically its Legistar software.

In 2022, the City entered into an agreement with Granicus Inc. for agenda management software, streaming services, and CCB management.

Public Records Act Request Platform - Granicus

The California Public Records Act is California State law which establishes that public agencies must make certain city records available to the public upon request within a reasonable amount of time. Annually, the City of Murrieta averages 750 Public Records Act Requests (PRARs), spanning all city departments, requiring significant staff time to gather the necessary documents and to ensure responsiveness in a timely manner. This is a critical process, as failure to comply appropriately potentially creates significant legal exposure for the city. Considering the volume and importance of this responsibility, the city uses a software platform to manage this process.

Since 2018, GOVQA, a product of Granicus Inc., has been utilized by the City Clerk Department. GOVQA is a Public Records Act Request (PRAR) exchange platform, which is a centralized, secure enterprise workflow software to help governments manage, process, and fulfill PRARs. GovQA allows members of the public to submit a records request and enables city staff to assign, track, and produce records while keeping a central, secure database of requests.

In addition to the GOVQA software, Granicus Inc. provides its agenda management system, Legistar. Legistar allows for streamlined functions (which include customizable agenda reports, workflows, out-of-office options, etc.) that enable a more efficient agenda process and management of CCB recruitment and current members. More importantly, Legistar allows for administrative control and allows the meetings for CCBs to be in a centralized area where community members can review agendas and agenda reports, as well as live stream meetings and view the archive of prior ones similar to City Council meetings.

Agreement with Granicus

As part of the City Clerk Department's goal to increase organizational accessibility and internal efficient processes, in 2022, the city entered into an agreement with Granicus Inc. for agenda management software, streaming services, and CCB management. As part of this agreement, the City Clerk added additional modules to better enhance the responsiveness and tracking of PRARs.

Specific to Legistar, the agreement included one-time fees for equipment associated with live-streaming meetings and initial configuration costs. In 2023, the aggregate of annual payments exceeded City Manager signing authority and, as such, staff is requesting ratification of the agreement.

The below table lists the initial pricing outlined in the Master Subscription Agreement:

<u>Year</u>	<u>Cost</u>	<u>Notes</u>
2022	\$49,978	One-time fees and new subscription fees; City Manager authority;
2023	\$45,347.40	Annual subscription; Exceeds City Manager authority
2024	\$47,614.77	Annual subscription; Exceeds City Manager authority
Total:	\$142,940.17	

Per the master subscription agreement, the annual cost shall increase by up to 10 (ten) percent each year. The table below outlines the future totals with the maximum 10 percent increase. The prices below include the module for GOVQA. City Council approval is needed for the expenditure amount since the cost for Granicus Inc. (both as GOVQA and Legistar) exceed the City Manager's signing authority.

<u>Year</u>	<u>Cost</u>	<u>Notes</u>
2025	\$52,376.25	Annual Subscription
2026	\$57,613.87	Annual Subscription
2027	\$63,375.26	Annual Subscription
2028	\$69,712.78	Annual Subscription
Total:	\$243,078.16	

Staff recommends ratifying the 2022 Master Subscription Agreement for Legistar and authorizing the City Manager to approve future renewals for four years, for a total not to exceed \$243,078.16. This purchase is exempt from competitive bidding requirements pursuant to Murrieta Municipal Code (MMC) Section 3.08.280(I) for the acquisition of information technology supplies, equipment, or services including, but not limited to, the acquisition of software and related services.

FISCAL IMPACT

Funding is available in the Fiscal Year 2024/25 Operating Budget in General Ledger Account 1102400-60920. The budget for the remaining years of the agreement will be included in the normal biennial budget development process.

ATTACHMENTS

1. Master Subscription Agreement



Master Subscription Agreement

This Master Subscription Agreement (“**Agreement**”) is made by and between the party procuring Granicus Products and Services (“**Client**”) and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (“**Granicus**”). Client and Granicus may each be referred to herein as “**Party**” or collectively as “**Parties**”.

By accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus’ sole discretion. Notification to Client will be via email or posting to the Granicus website.

- 1. Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

“**Agreement Term**” means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

“**Extension Term**” means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

“**Granicus Products and Services**” means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis (“Software-as-a-Service” or “SaaS”), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

“**Initial Term**” shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Client for the first duration of performance that Client has access to Granicus Products and Services.

“**Order**” means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services.

“**Order Term**” means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for, Granicus Products and Services.

“**Statement of Work**” or “**SOW**” means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties’ performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

“**Support**” means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

- 2. Ordering and Scope**

2.1. Ordering Granicus Products and Services. The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

- 2.2. Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.
- 2.3. Future Functionality.** Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 2.4. Cooperative Purchasing.** To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.

3. Use of Granicus Products and Services and Proprietary Rights

- 3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Client as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the “Permitted Use”).
 - 3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus’ written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.
 - 3.2.2. Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client’s passwords.
 - 3.2.3. Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.
 - 3.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client’s website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
 - 3.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

3.2.5. Granicus Subscriber Information for Communications Cloud Suite only

3.2.5.1. Data Provided by Client. Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.

3.2.5.2. Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

3.2.5.3. Data Obtained through the Granicus Advanced Network

3.2.5.3.1. Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

3.2.5.3.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

3.2.5.3.3. Opt-In. During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

3.3. Restrictions. Client shall not:

3.3.1. Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

- 3.3.2.** Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
 - 3.3.3.** Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
 - 3.3.4.** Client must not use the Services as a door or signpost to another server.
 - 3.3.5.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;
 - 3.3.6.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
 - 3.3.7.** Use the Granicus Products and Services for any unlawful purposes;
 - 3.3.8.** Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
 - 3.3.9.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
 - 3.3.10.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
- 3.4. Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.
- 3.5. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

4. Payment

- 4.1. Fees.** Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).
- 4.2. Disputed Invoiced Amounts.** Client shall provide Granicus with detailed written notice of any amount(s) Client reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Client has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Client's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Client's acceptance of the content of such invoice.
- 4.3. Price Increases.** Any price increases not negotiated in advance shall be provided by Granicus to Client at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

5. Representations, Warranties and Disclaimers

- 5.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 5.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.
- 5.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

- 6.1. Confidential Information.** It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

- 6.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

6.3. Storage and Sending. In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.

6.4. Return of Confidential Information. Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

7. Term and Termination

7.1. Agreement Term. The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least thirty (30) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.

7.2. Effect of Termination. If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.

7.3. Termination for Cause. The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

7.4. Rights and Obligations After Termination. In the event of expiration or termination of this Agreement, Client shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.

7.5. Survival. All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. Limitation of Liability

8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

8.2. LIMITATION OF LIABILITY. EXCEPT FOR CLIENT'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

9.1. Indemnification by Granicus. Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus

Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

- 9.2. Indemnification by Client.** Client shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Client's (or that of anyone authorized by Client or using logins or passwords assigned to Client) use or modification of any Granicus Products and Services; (b) any Client content; or (c) Client's violation of applicable law.
- 9.3. Defense.** With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.
- 9.4. Insurance.** Granicus shall procure and obtain, at its own expense, the Insurance set forth in Exhibit "B", attached hereto and incorporated herein.

10. General

- 10.1. Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 10.2. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 10.3. Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.
- 10.4. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 10.5. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 10.6. No Third-Party Beneficiaries.** Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.
- 10.7. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other

nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended.

10.8. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

10.9. Choice of Law and Jurisdiction. This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, Minnesota.

10.10. Entire Agreement. This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client's responsibility to provide the corresponding purchase order information (including a purchase order number) to Granicus upon the creation of such a purchase order. Client agrees that a failure to provide Granicus with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus pursuant to Section 4.1 above.

10.11. Reference. Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

10.12. Injunctive Relief. Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

[Signatures on Following Page]

CITY OF MURRIETA

GRANICUS, LLC, d/b/a GRANICUS

Keri Smith

Keri Smith, City Manager

Brendan Stierman

Brendan Stierman, Manager, Contracts

Attest:



Crystal McDonald

Crystal McDonald, City Clerk

Approved as to Form:

Tiffany Israel

Tiffany Israel, City Attorney

Exhibit A – Granicus Proposal for Murrieta, CA, dated June 24, 2022

Exhibit B – Insurance



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Murrieta, CA

Granicus Proposal for Murrieta, CA

ORDER DETAILS

Prepared By: Chloe Scheer
Phone:
Email: chloe.scheer@granicus.com
Order #: Q-182782
Prepared On: 06/24/2022
Expires On: 06/05/2022

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

**Current Billing Term
End Date:**

Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 36 months.
The Agreement will begin on date of signature and will continue through the end of the then current billing term, and will continue for an additional 24 months thereafter.



PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.



One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Legistar - Setup & Configuration	Upon Delivery	1 Each	\$2,000.00
Legistar - Online Training	Upon Delivery	15.5 Hours	\$0.00
Legistar Administration Group Training	Upon Delivery	2 Hours	\$0.00
Government Transparency - Setup & Configuration	Up Front	1 Each	\$0.00
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	Upon Delivery	1 Each	\$3,500.00
Granicus Video - Online Training	Upon Delivery	6 Hours	\$0.00
Boards and Commissions - Setup & Configuration	Up Front	1 Each	\$0.00
Boards and Commissions Online Group Training	Upon Delivery	1 Hours	\$0.00
eComment - Online Group Training	Upon Delivery	2 Hours	\$0.00
eComment - Setup and Configuration	Up Front	1 Each	\$0.00
VoteCast Display - Setup and Configuration	Up Front	4 Hours	\$0.00
VoteCast Tablet (ME) - Setup and Configuration	Up Front	4 Hours	\$0.00
VoteCast Display CPU (Dell) (ME)	Upon Delivery	1 Each	\$980.00
US Shipping Charge B - Medium Item	Upon Delivery	1 Each	\$60.00
iLegislate Voting - Setup and Configuration	Up Front	1 Hours	\$0.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
Send Agenda (Legistar) Set up and Config	Up Front	1 Each	\$0.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
Granicus Encoding Appliance Hardware - Setup & Config	Upon Delivery	1 Each	\$0.00
US Shipping Charge C - Large Item	Upon Delivery	1 Each	\$125.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
VoteCast Display - Setup and Configuration	Up Front	4 Hours	\$0.00
US Shipping Charge C - Large Item	Upon Delivery	1 Each	\$125.00
govDelivery for Integrations Set Up and Config	Up Front	1 Each	\$0.00
VoteCast - Online Training	Upon Delivery	6 Hours	\$0.00
SUBTOTAL:			\$6,790.00



New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Legistar	Annual	1 Each	\$12,936.00
Government Transparency Suite	Annual	1 Each	\$8,352.00
Boards and Commissions	Annual	1 Each	\$9,000.00
eComment	Annual	1 Each	\$2,400.00
VoteCast Standard Package (Tablet) (ME)	Annual	1 Each	\$4,800.00
Open Platform Suite	Annual	1 Each	\$0.00
Send Agenda (Legistar)	Annual	1 Each	\$0.00
Open Platform Suite	Annual	1 Each	\$0.00
Open Platform Suite	Annual	1 Each	\$0.00
govDelivery for Integrations	Annual	1 Each	\$0.00
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,200.00
FOIA Module Non Enterprise	Annual	1 Each	\$3,000.00
PST Email Extractor	Annual	1 Each	\$1,500.00
SUBTOTAL:			\$43,188.00

- Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.



FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Legistar	\$13,582.80	\$14,261.94
Government Transparency Suite	\$8,769.60	\$9,208.08
Boards and Commissions	\$9,450.00	\$9,922.50
eComment	\$2,520.00	\$2,646.00
VoteCast Standard Package (Tablet) (ME)	\$5,040.00	\$5,292.00
Open Platform Suite	\$0.00	\$0.00
Send Agenda (Legistar)	\$0.00	\$0.00
Open Platform Suite	\$0.00	\$0.00
Open Platform Suite	\$0.00	\$0.00
govDelivery for Integrations	\$0.00	\$0.00
Granicus Encoding Appliance Software (GT)	\$1,260.00	\$1,323.00
FOIA Module Non Enterprise	\$3,150.00	\$3,307.50
PST Email Extractor	\$1,575.00	\$1,653.75
SUBTOTAL:	\$45,347.40	\$47,614.77

PRODUCT DESCRIPTIONS

Solution	Description
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal
Government Transparency Suite	<p>Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.</p>
Boards and Commissions	<p>Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited boards, commissions, committees, and subcommittees • Unlimited storage of citizen applications • Access to up to one (1) Boards and Commissions site • Access to customizable, embeddable iFrame websites for displaying information to citizens • Access to a customizable online citizen application form including board-specific questions • Customizable forms for board details, appointment details, and internal tracking details • Pre-designed document PDFs for applications, board details and rosters, and vacancy reports • Downloadable spreadsheets for easy reporting <p><i>Optional custom templates for document or report generation may also be purchased for an additional fee.</i></p>

Solution	Description
eComment	eComment reduces staff time by providing the ability to effortlessly collect and manage citizen input on agenda items. Citizens are allowed to either submit comments in regards to items or sign up to speak before a scheduled meeting.
VoteCast Standard Package (Tablet) (ME)	<p>VoteCast is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to streamline the meeting process for both the clerk's office as well as elected officials. By leveraging this solution, the client will be able to automate meeting data capture and display – improving accuracy and keeping all attendees informed of meeting proceedings. Available on a variety of hardware as well as the iLegislate platform, elected officials can use their touchscreens or tablets to motion, second, vote, and request to speak. This data automatically populates to the clerk software (LiveManager) ensuring accuracy and reducing workload. As action items occur during the meeting, TVs or projectors hooked up to VoteCast Display will automatically show the current agenda item, motion on the floor, vote result, and speaker timer as well as speaker name. VoteCast includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Access to one Granicus platform site • Access to the VoteCast software application for elected officials • Access to the VoteCast Display software application to output meeting proceedings to TVs or projectors in the meeting room
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Send Agenda (Legistar)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Legistar - Setup & Configuration	<p>Setup and Configuration for Legistar includes:</p> <ul style="list-style-type: none"> • Access to an implementation consultant until project acceptance • Access to existing Web-based recorded trainings around standard account functions and capabilities • Up to five (5) two-hour needs analysis calls with a business analyst • Up to one (1) Standard Agenda and Minutes report template • Configuration of up to one (1) meeting body or type



Solution	Description
Legistar - Online Training	Legistar - Online Training is for online training for Legistar, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.
Legistar Administration Group Training	Legistar Admin - Online Training is for online training for Legistar Administration, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Government Transparency - Setup & Configuration	Setup and Configuration for Government Transparency Suite includes implementation of: <ul style="list-style-type: none"> • Up to one (1) View Page and Player template • Up to one (1) Live Manager configuration
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	AMAX Encoder with Osprey SDI Card. Used to pass commands and data from LiveManager that include Start/Stop of webcast, indexing, and document display. Also serves to distribute video and captions to be distributed to the CDN or Performance Accelerator.
Granicus Video - Online Training	Granicus Video - Online Training
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Boards and Commissions - Setup & Configuration	Setup and Configuration for Boards and Commissions includes: <ul style="list-style-type: none"> • Configuration of up to one (1) Boards and Commissions site • Up to one (1) data import of historical legacy data from a previous system into Boards and Commissions
Boards and Commissions Online Group Training	Boards and Commissions - Online Group Training is for Group training of Boards and Commissions, which allows clients to have up to six (6) users participate in online Group sessions with a Granicus trainer and other client users, to learn how to use the system.



Solution	Description
eComment - Online Group Training	eComment - Online Group Training is for Group training of eComment, which allows clients to have up to six (6) users participate in online Group sessions with a Granicus trainer and other client users, to learn how to use the system.
VoteCast Display - Setup and Configuration	<p>Implementation includes:</p> <ul style="list-style-type: none"> • Access to an implementation consultant until project acceptance • Design service for VoteCast Display template updates • Access to video-based trainings around standard account functions and capabilities <p><i>The implementation process takes four to six weeks, on average, depending on the availability of stakeholders.</i></p>
VoteCast Tablet (ME) - Setup and Configuration	<p>Implementation includes:</p> <ul style="list-style-type: none"> • Access to an implementation consultant until project acceptance • VoteCast installation on one of the following hardware setups: Dell CPU and ELO Touchscreens, Microsoft Surface tablets, or iLegislate-enabled devices • Access to video-based trainings around standard account functions and capabilities <p><i>The implementation process takes four to six weeks, on average, depending on the availability of stakeholders.</i></p>
VoteCast Display CPU (Dell) (ME)	Dell CPU hardware for VoteCast Display that outputs meeting information like current agenda item or vote results to displays in the meeting room such as TVs or projectors.
US Shipping Charge B - Medium Item	US shipping of a medium item
iLegislate Voting - Setup and Configuration	Setup and configuration of iLegislate Voting
Open Platform - Setup and Configuration	Setup and configuration for Open Platform



Solution	Description
govDelivery for Integrations	<p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Granicus Encoding Appliance Hardware - Setup & Config	Remote configuration and deployment of an encoding appliance.
US Shipping Charge C - Large Item	US shipping of a large item
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
VoteCast Display - Setup and Configuration	<p>Implementation includes:</p> <ul style="list-style-type: none"> • Access to an implementation consultant until project acceptance • Design service for VoteCast Display template updates • Access to video-based trainings around standard account functions and capabilities <p><i>The implementation process takes four to six weeks, on average, depending on the availability of stakeholders.</i></p>
US Shipping Charge C - Large Item	US shipping of a large item



Solution	Description
FOIA Module Non Enterprise	FOIA Module Non Enterprise
PST Email Extractor	PST Email Extractor
VoteCast - Online Training	Virtual training session with a Granicus professional services trainer

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
 - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
 - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS)



ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.



TERMS & CONDITIONS

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Murrieta, CA to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.
- Granicus will provide a three (3) year warranty with respect to required hardware. Within the three (3) year warranty period, Granicus shall repair or replace any required hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.



BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-182782 dated 06/24/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Murrieta, CA	
Signature:	
Name:	
Title:	
Date:	

Exhibit B – Insurance

1. **Insurance.** Granicus, LLC. shall not begin the services under this Agreement until it has: (a) obtained, and upon City's request, provided to the City, insurance certificates reflecting evidence of all insurance, including copies of supporting policy documentation, as required in this Section; (b) obtained City approval of each company or companies as required by this Section; and (c) confirmed that all policies contain the specific provisions required in this Section.
 - 1.1. Types of Insurance. At all times during the term of this Agreement, Granicus, LLC. shall maintain insurance coverage as follows:
 - 1.1.1. Commercial General Liability. Commercial General Liability (CGL) Insurance written on an occurrence basis to protect Granicus, LLC. and City against liability or claims of liability which may arise out of this Agreement in the amount of Two Million Dollars (\$1,000,000) per occurrence and subject to an annual aggregate of Four Million Dollars (\$2,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. Additionally, the CGL policy shall expressly provide an endorsement that the City of Murrieta, its officers, employees, and volunteers are additional insureds under the policy.
 - 1.1.2. Workers' Compensation. For all of Granicus, LLC. 's employees who are subject to this Agreement and to the extent required by applicable state or federal law, Granicus, LLC. shall keep in full force and effect a Workers' Compensation policy. That policy shall provide employers' liability coverage as required by applicable state and/or federal Workers' Compensation laws, and Granicus, LLC. shall provide an endorsement that the insurer waives the right of subrogation against City and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against City by a bona fide employee of Granicus, LLC. participating under this Agreement, Granicus, LLC. agrees to defend and indemnify the City from such claim.
 - 1.1.3. Professional Liability. For all of Granicus, LLC. 's employees who are subject to this Agreement, Granicus, LLC. shall keep in full force and effect Professional Liability coverage for professional liability with a limit of One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) annual aggregate. Granicus, LLC. shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of services under this Agreement; and (2) the policy will be maintained in force for a period of three years after termination of this Agreement or substantial completion of services under this Agreement, whichever occurs last. Granicus, LLC. agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.
 - 1.2. Cyber Liability. Insurance with limits not less than Two Million Dollars (\$2,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Granicus, LLC. in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall be in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or

destruction of electronic data and/or information “property” of City that will be in the care, custody, or control of Granicus, LLC. . Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that are rated “A-” and “V” or better by the A.M. Best Key Rating Guide, and are licensed to do business in the State of California. City will accept insurance provided by non-admitted “surplus lines” carriers only if the carrier is authorized to do business in the State of California.

- 1.3. Deductibles. All deductibles on any policy shall be the responsibility of Granicus, LLC. and shall be disclosed to City at the time the evidence of insurance is provided.
- 1.4. Specific Provisions Required. Except for Professional Liability and Cyber Liability, each policy required under this Section shall expressly provide, and an endorsement shall be submitted to City, that the policies are primary and non-contributory to any insurance that may be carried by City.
- 1.5. Indemnity Not Limited by Insurance. Granicus, LLC. ’s liabilities, including, but not limited to, Granicus, LLC. ’s indemnity and defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and Granicus, LLC ’s failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by City.



CITY OF MURRIETA

City Council Meeting Agenda Report

3/18/2025
Agenda Item No. 6.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Cristal McDonald, City Clerk

PREPARED BY: Kimberly Ramirez, Deputy City Clerk

SUBJECT: Approval of an Agreement with NetFile, Inc. for Electronic Submittal Software for Disclosures Required by the Fair Political Practices Commission

RECOMMENDATION

Approve a three-year agreement, in a form as approved by the City Attorney, with two additional one-year extensions, with NetFile, Inc. for campaign disclosures, statements of economic interests, and ethics training software, retroactively effective to December 1, 2024, for a total not to exceed \$67,500; and

Authorize the City Manager to execute the agreement.

PRIOR ACTION/VOTE

On April 7, 2020, the City Council adopted a resolution approving an agreement with NetFile, Inc. for Fair Political Practices Commission (FPPC) electronic disclosure services (Vote: 5-0).

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

BACKGROUND

The State of California Fair Political Practices Commission (FPPC) regulates campaign finance, lobbying activities, and conflict of interest reporting, mandating specific individuals associated with the City as elected officials, employees, or certain volunteer committee members to file disclosure forms, report on personal financial interests that may affect decision-making, and complete ethics training. To assist with FPPC compliance, the City of Murrieta contracts with NetFile, Inc. to maintain a system that the applicable individuals can use to file their campaign statements and statements of economic interests. Additionally, the system has a public interface with the ability to search and view the records upon filing.

The proposed agreement would maintain the current system used for campaign filings and Statements of

Economic Interest and also add a module that would enable the filers to meet the ethics training requirement.

The City's current agreement with NetFile expired on November 30, 2024. Staff was unable to bring this report and the new agreement to the City Council sooner, so the recommendation includes a request to approve the agreement retroactively to November 30, 2024.

Campaign Filings

The California Political Reform Act requires campaign filings that disclose contributions and expenditures to be submitted by candidates for elected office and their committees. Furthermore, within 72 hours of a filing deadline a local government agency shall post on its website a copy of any statement, report, or document.

In 2014, the City of Murrieta adopted Ordinance No. 490-14, Electronic Filing of Campaign Disclosures, which allows all filers for the City to file their campaign disclosures electronically, enhancing the public's access to campaign disclosure reports.

Statement of Economic Interests (Form 700)

The Form 700 is a public document required to be filed by certain public officials, employees, and consultants to disclose certain financial interests that may affect decisions. Individuals who file are involved in or participate in making governmental decisions that may foreseeably have a material effect on the financial interests of the designated filers. Government Code Section 87200 identifies City Elected Officials, Planning Commissioners, City Attorneys, City Managers, and City Treasurers as statutory filers of the Form 700. In addition, the City designates various positions as Form 700 filers on a biennial basis through the Conflict of Interest code.

The NetFile software provides step by step instructions for filers, and saves the data input into the system allowing for easier future filings and aides in increasing the accuracy of filings. The public portal allows individuals to view the documents filed the next day as they are automatically redacted.

Assembly Bill 1234 (Ethics Training)

Assembly Bill 1234 (AB 1234) states that if a member of the local agency receives any type of compensation, salary, or stipend from or reimburses the expenses of a member of its legislative body, that local agency's officials must receive ethics training.

The addition of the AB 1234 NetFile, Inc. module will allow the individuals required to take the training through the system, requiring a full two hours of training before the certificate can be e-filed. In addition, the module will assist with creating deadlines and communications for mandated statutory filers, Commissioners, and executive staff. Similar to Form 700 and Campaign Filings, the ethics training certificate will be available for public review.

FISCAL IMPACT

The proposed agreement's total cost is \$67,500, which includes the amount for the two (2) one-year optional extensions. There is adequate funding to cover the costs for the remainder of this fiscal year. Funding will be included in the upcoming biennial budget process for Fiscal Years 2025/26 and 2026/27 in General Ledger Account 1102400-60920 Equipment Software line item.

ATTACHMENTS

1. Agreement with NetFile, Inc.

**AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES
WITH THE CITY OF MURRIETA (“CITY”)**

Project Name/Description (“**Project**”):E-Filing system for Statement of Economic Interest, Campaign Filings, and AB 1234 Ethics Training

Contract Number:

Consultant Name (“**Consultant**”):NetFile Inc.

Consultant Business Type:Corporation

Consultant Address:2707 Aurora Road., Mariposa, CA 95338

Consultant Representative Name and Title (“**Consultant Representative**”):Tom Diebert, Vice President

Consultant Representative Work Phone and Email:Diebert@Netfile.com | (209) 742-4100

Termination Date:November 30, 2027

Total Not-To-Exceed Contract Amount (“**Contract Sum**”):\$67,500

City Department Contact (“**Department Contact**”):Kimberly Ramirez, Deputy City Clerk

Department Contact Work Phone and Email:KRamirez@MurrietaCA.gov | (951) 461-6035

Is Federal Funding Being Used to Fund Any Part of The Project (Yes/No):No

AGREEMENT FOR PROFESSIONAL SERVICES WITH THE CITY OF MURRIETA (“CITY”)

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into as of the effective on the date executed by the City by and between CITY OF MURRIETA, a California municipal corporation (“**City**”) and (“**Consultant**”). City and Consultant may be referred to individually as “**Party**” or collectively as “**Parties.**” 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:

ARTICLE 1. SERVICES OF CONSULTANT

- 1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “**Scope of Services**” attached hereto as Exhibit A and incorporated herein by this reference, which may be referred to herein as the “**services**” or “**work**” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Consultant shall follow the highest professional standards and practices in performing the services required hereunder. Individual tasks under the Scope of Services shall be established on a per project basis. Upon request by City, the Consultant shall provide a detailed task proposal including pricing consistent with those hourly rates as provided in Article II, below. Consultant shall not commence work until an Task Order is issued by the City authorizing the Consultant to perform such work.
- 1.2 Consultant’s Proposal.** The Scope of Services shall include the scope of services or work included in Consultant’s proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.
- 1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.
- 1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for

Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

- 1.5 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.
- 1.6 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.
- 1.7 Prevailing Wages.** If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.
- 1.8 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

- 2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the rates specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation for all work, including reimbursement for actual expenses, shall not exceed the Contract Sum set forth above. Compensation may include reimbursement, for actual and necessary expenditures, if both are specified in the Schedule of Compensation or upon a Task Order, as well as approved by City in advance.
- 2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in

a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. 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. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

ARTICLE 3. PERFORMANCE SCHEDULE

3.0 Time of Essence. Time is of the essence in the performance of this Agreement.

3.1 Term. The Agreement shall commence and become effective on the date executed by the City and will continue until the Termination Date. This Agreement may be extended for up to two, additional one-year periods upon the mutual agreement in writing of both parties.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of any ongoing services, which shall be no later than the Termination Date set forth above. Notwithstanding the foregoing, the Indemnification and Insurance provisions set forth in Article 5 shall survive the termination of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written Task Order and shall perform all services within the time period(s) established in the Task Order or generally within the time periods established in the "Schedule of Performance" attached hereto as Exhibit D and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the

causes of the delay. City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

- 4.1 Representative of Consultant.** The Consultant Representative is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.
- 4.2 Department Contact for City.** The Department Contact (or other person designated by the City Manager) shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Department Contact is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.
- 4.3 Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the Contract Manager, City Manager or by their delegate as provided for in writing.
- 4.4 Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement.

City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

- 4.5 Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other City to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

- 5.1 Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit E** and incorporated herein by this reference.

5.2 Indemnification.

(a) **General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or City arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or City for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this

Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City's sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

(c) Pursuant to the full language of California Civil Code §2782, Design Professionals agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Design Professional. The City agrees that in no event shall the cost to defend charged to the Design Professional exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

5.3 Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save

them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

- 6.1 Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (“**books and records**”) as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.
- 6.2 Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (“**documents and materials**”) prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for City.
- 6.3 Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its 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 City. Consultant, its officers, employees, agents or

subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, 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 immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor 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. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should Consultant, 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; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) 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.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

- 7.1 California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.
- 7.2 Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days’ notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension,

without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

- 7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.
- 7.4 Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City therefor.
- 7.5 Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

- 7.6 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 or 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. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- 7.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.
- 7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.
- 7.9 Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such

litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

- 8.1 Non-liability of City Officers and Employees.** No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
- 8.2 Conflict of Interest.** 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 services under this Agreement. 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 City. 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. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.
- 8.3 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

ARTICLE 9. MISCELLANEOUS PROVISIONS

- 9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of

City addressed to City Clerk at City of Murrieta, 1 Town Square, Murrieta California 92562, and in the case of Consultant, to the person(s) at the address designated on the cover page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

- 9.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.
- 9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
- 9.4 Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City.
- 9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.
- 9.6 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.
- 9.7 Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party,

(iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

9.8 Federal Funding. If federal funding is being utilized to fund any part of the Project, as indicated on the Cover Page of this Agreement, the terms of **Exhibit F** are hereby incorporated herein by this reference. If no federal funding is being utilized, Exhibit F may be omitted.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____

Justin Clifton, Acting City Manager

Effective Date:

ATTEST:

Cristal McDonald, City Clerk

Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Tiffany Israel, City Attorney

Date:

CONSULTANT:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Consultant’s business City.

By: _____

Name: Tom Diebert

Title: Vice President

Date:

By: _____

Name: David Montgomery

Title: Chief Financial Officer

Date:

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis:

All services noted in Exhibit A-1 Quote

II. Consultant must perform all on-call Services in compliance with the following requirements:

- A. Each task shall be indicated by a written request (“**Task Order**”) produced by the Department Contact with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task (“**Task Budget**”), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task (“**Task Completion Date**”); which shall all collectively be referred to as the “**Task Proposal**”.
- C. Department Contact shall in writing approve, modify or reject the Task Proposal, and may issue a Task Order.
- D. The task shall be performed at a cost not to exceeding the Task Budget.
- E. Consultant shall complete the task and deliver all deliverables to Department Contact by the Task Completion Date.

III. In addition to any other requirements of this Agreement, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

N/A

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

N/A



NetFile
2707 Aurora Road
Mariposa, CA 95338
Tel HQ (209)742-4100
Tel Fresno Office (559) 250-4847
Fax (209)391-2200

January 3, 2025

Kimberly Ramirez
Deputy City Clerk
City of Murrieta
1 Town Square
Murietta, CA 92562

Dear Kimberly,

Thank you for the e-mail today. As requested, here is a quote for our Campaign, SEI, and AB1234 Ethics Training systems.

Campaign & Form 700 e-filing and admin systems: \$3,000/quarter

AB1234 Ethics training add-on for your approx 50 people: \$500/quarter

Additional Discount for adding AB1234 system: (\$125/quarter)

Total for all Systems: \$3,375/quarter

We can guarantee this rate for up to 5 years.

If you need any additional information, just let me know.

Best regards,

A handwritten signature in blue ink that reads "Tom Diebert".

Tom Diebert
Vice President
NetFile, Inc.

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

Not Applicable

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.**
- II. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include**
- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- III. The total compensation for all Services during the entire term of this Agreement shall not exceed the Contract Sum as provided in the Cover Page of this Agreement.**
- IV. Consultant’s billing rates for any hourly Services are attached as Exhibit C-1.**

In connection with the services provided pursuant to the terms of this Agreement, City will pay Consultant upon City’s receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. The City will reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client that are approved in advance in writing by the City such as mileage, copies, binding costs, postage, parking, travel, and lodging expenses as part of the not to exceed Contract Sum. To receive reimbursements, the Consultant must provide the City with a receipt and a description of the expense incurred along with the invoice. No mark up on expenses may be added.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform Services on an on-call basis as set forth in Exhibit A.

II. Consultant shall deliver the following tangible work products to the City by the following dates.

Not Applicable

III. The Department Contact may approve extensions for performance of the Services under any specific Task Order in accordance with Section 3.2.

EXHIBIT E

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000 per accident for bodily injury and property damage**.

3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000 per accident for bodily injury or disease**. (Not required if consultant provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**.

5. Cyber: Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be

limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. Technology Professional Liability Errors & Omissions

(Only if vendor is providing a technology service (data storage, website designers, etc.,) or product (software providers)

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- a. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Consultant's **insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance

and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant’s primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT F
FEDERAL REQUIREMENTS
(Only applicable if required on cover page of agreement)

Not Applicable



CITY OF MURRIETA

City Council Meeting Agenda Report

3/18/2025
Agenda Item No. 7.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Justin Clifton, City Manager

PREPARED BY: Kristen Crane, Assistant City Manager

SUBJECT: Recap of City Council Priority Setting Workshop held February 10, 2025

RECOMMENDATION

Receive and file the revised list of City Council priorities as discussed during the City Council Workshop held on February 10, 2025.

PRIOR ACTION/VOTE

The City Council held a priority-setting workshop on February 10, 2025.

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

BACKGROUND

On February 10, 2025, the City Council held a workshop where the City Council and executive staff engaged in a comprehensive discussion regarding the City's top priorities through a three-tiered system. Staff provided updates on the priority projects. The City Council reviewed the prioritized projects and either affirmed the prior prioritization or, in some cases, directed that the ranking for several projects be adjusted. Attachment 1 reflects the outcome of the February 10, 2025, workshop. No changes were made to the List of Administrative Priorities (Attachment 2), which is a comprehensive list of projects that are more operational in nature but require significant dedication of staff time and/or resources.

FISCAL IMPACT

There is no direct fiscal impact associated with this item. The development process for the Fiscal Years 2025/26 and 2026/27 operating budget and the five-year Capital Improvement Program will incorporate necessary funding recommendations, if applicable, to support the projects prioritized by the City Council.

ATTACHMENTS

1. City Council Tier 1, 2, and 3 Priorities
2. List of Administrative Priorities

City Council Priorities Tiers 1, 2, and 3 Organized by City Council Goals – Based on 2/10/25 City Council Workshop

Provide a High Level of Innovative Public Safety	Aggressively Pursue Economic Development	Maintain a High-Performing Organization...	Plan, Program & Create Infrastructure Development	Coordinate & Develop Responsive, Effective Community Services	Foster & Promote an Engaged Connected & Caring Community
TIER 1	TIER 1	TIER 1	TIER 1	TIER 1	TIER 1
Fire Station 6	Improvements at the MIC	City Hall and Fire Generator Replacement	Amphitheater Parking Lot	Los Alamos Soccer Complex	Sidewalk Vendor Policy
Fire Station 1 Concrete Replacement	Surplus Lands Act	Public Works Modular Offices	Keller Road Interchange	Library Expansion	Town Hall Meeting/ Community Summit regarding Changes in Ca. Housing Law
Public Safety CFD	Keyhole Overlay Zone	City Hall Roof Replacement	Murrieta Hot Springs Road Widening	Pickleball Courts	Ballot Measure
Remodel Fire Stations 1,2 & 3	TIER 2	Development Approval Process Deep Dive	ADA Improvements	Equestrian Facility – Evaluation of Options	TIER 2
TIER 2	Madison Specific Plan	TIER 2	Murrieta Hot Springs/Alta Murrieta Intersection	Tot Lot Replacement	TIER 3
Public Safety Training Facility	Tour de Murrieta	TIER 3	Various Storm Drain Trash Interceptors	Library Flooring and Soundproof Walls	Create a Public Art Program
Fire Station 5 Permanent Structure	TIER 3	Civic Center Development	Hillside Ordinance	Glen Arbor Dog Park	Support Community Events New Holiday Events
PD Building Improvements	Downtown Parking Structure	Replace the kitchen at the Community Center	General Plan Cleanup	Traffic Signal Synchronization	Greater Activation of Amphitheater
TIER 3	Vacant Land Planning	City Hall HVAC Replacement - Done	Traffic Pilot Program	Code Enforcement Revisions	Revamp PEG Channel
Expand PD Facility			Line F Drainage Improvements	TIER 2	
			Line G Drainage Improvements	Community Pool Redesign	
			Line D Box Culvert Extension	Vintage Reserve Restroom	
			TIER 2	TIER 3	
			Citywide Drainage Improvement Projects Plan	Murrieta Youth Center Phase 2	
			Open Channel Drainage Maintenance Permit	Develop Pioneer Park	
			Jefferson St. and Magnolia St. Traffic Signal	Murrieta Creek Regional Trail	
			Murrieta Creek Drainage Improvements	Regular Community Cleanup Events	
			Various Traffic Signal Upgrades	Alderwood Park Splash Pad	
			Storm Drain Master Plan	Roadside Memorial Policy	
			Water System Infrastructure Review	Develop BMX Pump Track	
			TIER 3	Equestrian Evacuation Guidelines	
			Whitewood Rd Widening-Hunter to Clinton Keith Rd		

Council Priorities
Tier 1 – Fully Programmed

(Solidified as top priorities by City Council that are fully programmed with strategies, workplans, and dedicated resources.)

LARGE SCALE PROJECTS	
<p align="center">Fire Station 6</p> <p>2-3 years after start of design</p> <p align="center">\$10M - \$15M</p>	<p>Description: Build a new Fire Station 6 at the northeast end of the City. Explore interim solutions/service level options to enable service sooner.</p> <p>Major Milestones:</p> <ul style="list-style-type: none"> • Acquire property – fall 2024 • Set aside operational expenses estimated at \$3M annually • Conceptual design/cost estimates • Seek grants and explore other funding sources • When ready to proceed, secure bond funding • Extend water and natural gas infrastructure to serve the site • Complete design • Construction <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> • Property purchase approved by City Council in Nov 2024 • Escrow opened Dec 2024 <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Resolution of title issues to complete property purchase. Could take six months through summer 2025. • Review potential interim operational models • Release RFP for design once ready for ongoing financial commitment • Secure utilities to the future fire station site <p>Project Lead: Fire Department, City Manager’s Office Project Support: Development Services, Engineering Estimated Council Meetings: 2-5</p>
<p align="center">Amphitheater Parking Lot</p> <p>2024- 2025</p> <p align="center">\$3.5M</p>	<p>Description: Construct parking for the amphitheater, including ADA, landscaping, and monument sign.</p> <p>Major Milestones:</p> <ul style="list-style-type: none"> ✓ Design completed – summer 2024 (complete) ✓ Bid process underway – fall 2024 (complete) • Construction – fall 2024 through spring 2025 (underway) <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> • Construction started Nov 2024 • Estimate substantial completion Feb 2025

	<p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Council Action: Notice of Completion, March/April 2025 <p>Project Lead: Community Services Department Project Support: City Manager’s Office, Engineering Estimated Council Meetings: 1-2</p>
<p>Los Alamos Soccer Complex</p> <p>2024-2028</p> <p>\$10M-\$15M</p>	<p>Description: Rehabilitate existing fields, build new fields and related facilities.</p> <p>Major Milestones:</p> <ul style="list-style-type: none"> • Revise Murrieta Soccer pro forma – fall 2024 (Murrieta Soccer currently on-hold pending their merge with a new soccer club) • Bond financing – winter 2024 (On hold pending environmental review) • Rehab existing fields – fall 2024 through summer 2025 (On-hold pending Murrieta Soccer readiness to proceed) • Environmental clearances for expansion – 2026-2027 • Design new fields/facilities – 2026 • Construction – 2027-2028 <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> ✓ Met with Murrieta Soccer Club in Sept, plus additional phone conversations ✓ Ad-Hoc Subcommittee formed by City Council <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Ad-Hoc Subcommittee to review and provide recommendations to staff and City Council • Continue to work toward the necessary environmental clearances <p>Project Lead: City Manager’s Office, Development Services Project Support: Community Services, Finance, Engineering, Parks Maintenance Estimated Council Meetings: 4-6</p>
<p>Keller Road Interchange</p> <p>\$47M</p>	<p>Description: Build a new interchange at Keller Road and Interstate 215.</p> <p>Major Milestones:</p> <ul style="list-style-type: none"> • Rights of Way acquisition • Preliminary design at 65% plans • Environmental document approval • Design Plans/Specs/Estimates • Secure \$29+ million in additional funding • Construction <p>Progress Since July 31, 2024, Workshop:</p> <ul style="list-style-type: none"> ✓ Cooperative Agreement with CalTrans for Plans, Specifications, and Engineering (PS&E) and Right-of-Way process approved Nov 2024 ✓ Draft Environmental Document (DED) review underway by Caltrans ✓ Technical memos and documents updated and approved ✓ Vehicle Miles Travelled (VMT) exemption approved

	<ul style="list-style-type: none"> ✓ Submitted an application for a federal RAISE/BUILD grant <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Circulate DED for required review through May 2025 • Approval of Final Environmental Document anticipated by July 2025 • Final Project Report Approval anticipated for July 2025 • Design Plan Approvals - 2026 <p>Project Lead: Engineering, City Manager’s Office Project Support: Engineering Estimated Council Meetings: 4-6</p>
<p>Library Expansion</p> <p>2024-2026</p> <p>\$7.05M</p>	<p>Description: Expand Library facility by approximately 4,500 square feet.</p> <p>Major Milestones:</p> <ul style="list-style-type: none"> ✓ Conceptual design complete – spring 2024 ✓ Funding plan determined – summer 2024 • Complete final design – summer 2024 through spring 2025 • Construction begins – summer 2025 • Construction complete – summer 2026 <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> ✓ Design Development Completed ✓ Construction Plans Submittal for review by Jan 2025 • Development of Construction Bid Package • Fund Raising for \$500,000 <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Increase focus on fundraising to bolster efforts of Library Foundation to reach fundraising goal • Confirm design & funding with City Council March 2025 • Advertise construction bid through May 2025 • City Council award of construction contract July 2025 • Anticipated construction completion - Summer 2026 • Purchase furnishings and equipment using cooperative purchasing contracts <p>Project Lead: Community Service Department Project Support: City Manager’s Office, Engineering Estimated Council Meetings: 2-3</p>
<p>Murrieta Hot Springs Road Widening</p> <p>2024-2025</p> <p>\$10M</p>	<p>Description: Widen MHS Rd. between Margarita and Winchester Roads.</p> <p>Major Milestones:</p> <ul style="list-style-type: none"> ✓ Design complete ✓ Right of Way acquisition complete • Construction anticipated to begin Spring 2025 • Public Outreach during construction

	<p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> ✓ Utility easements obtained ✓ Construction contract put out to bid Dec 2024 <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Strategic communications with the public and local businesses • Open bids February 6, 2025 • City Council to award construction contract Mar 2025 • Begin construction May 2025 and complete Spring 2026 <p>Project Lead: Engineering Project Support: City Manager’s Office Estimated Council Meetings: 1-3</p>
<p>Pickleball Courts</p> <p>2024 – 2025</p> <p>\$400K</p>	<p>Description: Build new pickleball courts to accommodate significant demand.</p> <p>Major Milestones:</p> <ul style="list-style-type: none"> ✓ Identify and select locations – fall 2024 ✓ Complete CEQA analysis where necessary • Design • Construction begins – winter 2024 <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> ✓ Completed project plans for Firefighters Park Nov 2024 ✓ 95% project plans for Alderwood Park by Jan 2025 <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • 100% project plans for Alderwood Park by Feb 2025 • Develop job order contracting proposal by March 2025 • Construction contract approval by April/May 2025 • Begin construction on Alderwood Park by May/June 2025 <p>Project Lead: Community Services Department Project Support: City Manager’s Office, Public Works Estimated Council Meetings: 2-3</p>
<p>Fire Stations 1, 2, and 3 Remodel</p> <p>\$5.6M</p>	<p>Description: Stations need updating and coed facilities added.</p> <p>Major Milestones:</p> <ul style="list-style-type: none"> ✓ Funding secured for Station 1 - \$1.6M • Secure funding for Stations 2 and 3 - \$4M combined • Design • Construction <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> • Design for remodel of Station 1 is currently being developed by City’s contract architectural firm <p>Anticipated Next Steps through June 30, 2026:</p>

	<ul style="list-style-type: none"> • Conduct bid process to hire a construction company when design documents are complete for Station 1 • Complete remodel of Station 1 by Dec 2025 • Move to Station 3 design once Station 1 is complete
<p>Equestrian Facility – Evaluation of Options</p>	<p>Description: Work with the Sheriff’s Department to explore a long-term partnership for their use of the space and improvements. Also work with the Juniper Trails tenant.</p> <p>Major Milestones:</p> <ul style="list-style-type: none"> • Determine needs of the Sheriff’s Office ✓ Determine needs of tenant Juniper Trails • Draft MOU outlining roles and responsibilities • Review and revise site leases • Complete or oversee site improvements <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> ✓ Sheriff’s Department has indicated they are not interested at this time. ✓ Negotiated a short-term license agreement extension with Juniper Trails approved by City Council January 21, 2025. <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Explore facility needs and concepts for a potential long-term plan to make the space usable • Will need to work on more long-term plan for Juniper Trails since new temporary license agreement is short-term • Need to consider emergency repairs, temporary preventative maintenance, and critical maintenance for the overall property <p>Project Lead: City Manager’s Office, Community Services Department Project Support: Public Works, Development Services Estimated Council Meetings: 2</p>
<p>General Plan Cleanup</p> <p>2025-2026</p> <p>Phase 1 \$410K (funded)</p> <p>Phase 2 \$390K (unfunded)</p>	<p>Description: Major elements of the update include revising Climate Action Plan, traffic model, Safety Element, mapping/graphics updates, other miscellaneous document updates, updated noise ordinance, and updated lighting ordinance.</p> <p>Major Milestones:</p> <ul style="list-style-type: none"> • Revisions to various General Plan elements – spring 2025 • Public Outreach - spring 2025 • CEQA Document Preparation – summer 2025 • Draft General Plan Document Preparation – fall 2025 • Public Hearings/Final Documents – winter 2025 <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> ✓ Project kick-off with Consultant Team ✓ Ongoing bi-weekly meetings <p>Anticipated Next Steps through June 30, 2026:</p>

	<ul style="list-style-type: none"> • Preparing revisions to the General Plan and associated documents • Public Workshop(s) • Fully fund Phase 2 work for CAP and CEQA document <p>Project Lead: Development Services Project support: Engineering, Fire, Police, Community Services, Economic Development, City Manager’s Office Planning Commission Meetings: 2-3 Council Meetings: 2-3</p>
<p>Sidewalk Vendor Policy</p>	<p>New regulations addressing street vending.</p> <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Preparing revisions to the Municipal Code • Depending on timing, consider incorporating into Code Enforcement Ad-hoc Subcommittee recommendations and next steps <p>Project Lead: Development Services Project support: City Attorney, City Manager’s Office, Police, Planning Commission Meetings: 1 Council Meetings: 2</p>
<p>Keyhole Overlay Zone</p>	<p>Develop an Overlay Zone for the “keyhole area,” comprised of 51 properties in the area bordered by Clinton Keith Road, Whitewood Road, Baxter Road, and the City boundary on the east. The area lacks water infrastructure and consolidated planning, hindering development.</p> <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> • On-going meetings with Eastern Municipal Water District (EMWD) and property owners regarding future development. <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Preparing for a meeting in March 2025 with property owner representatives, EMWD, and City staff. • Identifying “guiding principles” or a framework for aspects of how the development in this area may occur, like timing of requirements, financing, etc. • Need to select a consultant to work on the Overlay Zone and then the necessary steps for adoption. <p>Project Lead: City Manager’s Office and Development Services Project support: Public Works, Economic Development, Fire, City Attorney, City Manager’s Office Planning Commission Meetings: 1 Council Meetings: 2</p>

<p>Development Approval Process Deep Dive</p>	<p>An opportunity for a more elaborate examination of current staffing and processes to identify opportunities for improvement.</p> <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> • Internal City Manager/Director meetings to discuss areas of improvement and evaluation of initial strengths/weaknesses/opportunities/threats (SWOT) analysis. • Identification of initial action steps to gather feedback.
<p>Line F Drainage Improvements</p> <p>\$9M</p>	<p>Description: Improve Line F to address area flooding in and around Kalmia Street and enable property development. Project extends from Washington Avenue to Murrieta Creek.</p> <p>Major Milestones:</p> <ul style="list-style-type: none"> • Environmental and Civil Engineering Design • Secure Funding • Regulatory Agency Permits • Construction <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> ✓ Requested funding from Riverside County Flood Control District (RCFCD) Zone 7 CIP ✓ Issued RFQ to select design consultant ✓ Prepared Project Schedule <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Approve consultant agreement for design • Commence with design in coordination with RCFCD • Start regulatory agency permits
<p>Line G Drainage Improvements</p> <p>\$10M</p>	<p>Description: Improve Line G and address flooding at Washington Avenue and public safety concerns. Project extends from Nutmeg Street crossing to Murrieta Creek.</p> <p>Major Milestones:</p> <ul style="list-style-type: none"> • Environmental and Civil Engineering Design • Secure Funding • Regulatory Agency Permits • Construction <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> • Project not yet started <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Prepare project schedule • Prepare RFQ to select design consultant

<p>Line D Box Culvert Extension</p> <p>\$1.5M</p>	<p>Description: Re-build Line D box culvert to allow the widening of Murrieta Hot Springs Road.</p> <p>Major Milestones:</p> <ul style="list-style-type: none"> • Environmental and Civil Engineering Design • Regulatory Agency Permits • Construction <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> • Project not yet started <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Prepare project schedule • Prepare RFP to select design consultant • Commence with environmental and civil engineering design
<p>Town Hall Meeting/Community Summit regarding Changes in California Housing Law</p>	<p>Hold a Town Hall meeting or community summit to discuss changes in California multi-family housing building laws and affordable housing. Assist with supporting City Council effort to disseminate the resolution regarding local control approved by the City Council in December 2024.</p> <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Prepare project schedule • Prepare RFP to select design consultant • Commence with environmental and civil engineering design <p>Project Lead: City Manager’s Office, Development Services Project support: City Clerk’s Office Planning Commission Meetings: Not Applicable Council Meetings: Not Applicable</p>
<p>Pursuit of a Statewide Ballot Initiative re. Local Control for Land Use</p>	<p>Consider pursuing a statewide ballot initiative for the November 2026 ballot for a State Constitutional Amendment regarding local control for land use.</p> <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Prepare for City Council consideration a road map of what the steps would be and what the City’s role could be • Prepare project schedule • Formulate next steps based on City Council direction <p>Project Lead: City Manager’s Office, City Attorney’s Office Project support: City Clerk’s Office, Development Services Planning Commission Meetings: Not Applicable Council Meetings: 1-3</p>

<p>Traffic Pilot Program</p>	<p>Implement traffic pilot program along Los Alamos Road, between Hospitality Place and Whitewood Road, to determine effectiveness of implementing manual traffic control within the Traffic Management Center during peak congestion.</p> <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> ✓ Pilot program concept presented to and approved by City Council. <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Implementation of the pilot program and evaluation.
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SMALL SCALE PROJECTS

ADA Improvements	<p>Preparation of ADA Transition Plan is complete. Annual curb ramp, sidewalk, and traffic signal retrofit per consent decree. Additional improvements are required at parks, facilities, trails, and other programmatic and physical areas. Projects will take place over 25 years. Estimated to cost \$62 million.</p> <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> • Court approved Consent Decree between parties Nov 2024 <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Fund work identified in the ADA Transition Plan and Consent Decree during the budget process • Consultant will work with staff to track and complete first year of work specified in the Consent Decree • Consultant will work with staff to track and complete additional work identified in the ADA Transition Plan
Improvements at the MIC	<p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> ✓ Expanding resources at the Murrieta Innovation Center (MIC) ✓ Grant funds are awarded. The design and bid process are complete. <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Award of construction contract set for Feb 2025 • Construction and installation are estimated to begin in spring 2025
Tot Lot Replacement	<p>Four (4) additional tot-lots to be designed and constructed.</p> <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> • Tot lot replacement project continued. <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Work is nearly complete.
City Hall Roof Replacement	<p>Needed to address aging facility.</p> <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> • Original request for bids was completed. Bids received were significantly over estimated cost. Alternative roofing materials were investigated. • Revised roof project will be bid in January/February 2025, with project completion expected in spring 2025.
City Hall and Fire Generators	<p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> ✓ Replacing emergency generators. Grant was acquired ✓ The design is complete, and the contractor is on-board <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Generator installation scheduled for Spring 2025, pending availability of the generators following long lead time. Estimated cost is \$800,000.
Public Works Modular Offices	<p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> • Extending water and sewer to the Public Works facility

	<p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Water District annexation is underway; set for completion by April 1. • Design, procurement, and placement of modular offices expected in summer 2025. • Finalizing design for construction of site preparations for placement of modulars.
Fire Station #1 Concrete Replacement	Project to replace concrete driveways at Fire Admin/Station 1 and connect the facility to the sewer system. Construction is scheduled for spring 2025 and estimated to cost \$1.1M.
Library Flooring and Soundproof Walls	Installation of new flooring and soundproofing panels. Work to be coordinated with Library expansion to minimize disruptions.
Glen Arbor Dog Park	<p>Construct large and small dog area, provide ADA accessibility, and construct new parking lot.</p> <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> ✓ Design is complete. Project is out to bid. <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • City Council to award construction contract. • Construction to begin spring 2025.
Murrieta Hot Springs and Alta Murrieta Intersection	<p>Eastbound right-turn lane into Murrieta Plaza shopping center.</p> <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> ✓ Design and right of way acquisition complete. ✓ Construction bid process closes Feb 2025 <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Award construction contract in Mar; and begin construction in Apr 2025. Cost estimate is \$1,200,000.
Various Storm Drain Trash Interceptors	Install trash interceptors in existing storm drain catch basins within multi-family, commercial, and industrial zones, as required by the National Pollutant Discharge Elimination System (NPDES) permit.
Traffic Signal Sync	Traffic signal modifications to optimize traffic flow utilizing Air Quality Management District (AQMD) funds.
Hillside Ordinance	<p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> • Reviewing and adjusting regulations for development on hillsides. <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • The ordinance is due back to City Council by spring 2025.
6th Code Update	6 th Code revisions have been approved by City Council. This item is complete.
Code Enforcement Revisions	<p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> ✓ Facilitated meetings of City Council Code Enforcement Ad-Hoc Subcommittee. ✓ Ad-Hoc Subcommittee has identified recommendations and findings for City Council consideration in a future workshop.

	<p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Next steps for action items will be determined based on future City Council workshop and City Council direction.
<p>Surplus Lands Act</p>	<p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> • Staff examining opportunities for disposition of various City property holdings <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Continued work on the SLA process as applicable.
<p>Public Safety Community Financing District (CFD)</p>	<p>An effort to create a new assessment district to ensure the City’s public safety agencies can maintain standards as the City grows.</p> <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> • Work continued to establish the first CFD for Public Safety Services <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Adoption of the Resolution of Intention to form and public hearing scheduled for Q2 2025.

Council Priorities Tier 2 – Partially Programmed

(Identified priorities by City Council that are partially programmed with conceptual strategies but where additional workplans and/or resource dedication are necessary)

LARGE SCALE PROJECTS	
<p style="text-align: center;">Public Safety Training Facility</p> <p style="text-align: center;">\$20M - \$27M for Phase I</p> <p style="text-align: center;">\$18M for Phase II</p>	<p>Description: Phase I: Construct a fire tower, indoor shooting range, and classroom space for regional public safety and education agencies. Phase II: Construct additional storage space and a multi-story commercial training facility.</p> <p>Major Milestones for Phase I:</p> <ul style="list-style-type: none"> ✓ Conceptual design complete • Seek funding partners • Design – including value engineering to reduce costs • Construction • May require relocation of the Public Works Yard <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> • None <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Meet with Mt. San Jacinto Community College District to explore, confirm, and solidify partnership and MSJC funding contribution. • Pending information on MSJC funding and timing, reengage the contracted designer to begin work on construction documents for the facility, or look at phasing alternatives
<p style="text-align: center;">Madison Specific Plan/Infrastructure Development</p> <p style="text-align: center;">2025-2026</p> <p style="text-align: center;">\$525K</p>	<p>Description: Partner with Rancho Water/Western to use ARPA funds to extend water and sewer infrastructure and plan area for economic development. Additionally, a Specific Plan would be developed to promote economic development.</p> <p>Major Milestones:</p> <ul style="list-style-type: none"> • Secure funding for Specific Plan from City Council - spring 2025 • Issue RFP for specific plan preparation, CEQA document – summer 2025 • Community Outreach – fall 2025 • Draft Specific Plan and CEQA document – winter 2026 • Public Hearings – spring 2026 <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> • None (not funded) <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Include funding in the budget for FY 2025/26 • Prepare and issue an RFP for a consultant – summer 2025 • Consultant selection – summer 2025 • Public scoping meetings – fall/winter 2025 • Final draft specific plan and CEQA doc preparation – summer 2026 • Adoption - fall 2026

	<p>Project Lead: Development Services Project Support: Engineering, City Manager’s Office, Economic Development Planning Commission Meetings: 2-3 Estimated Council Meetings: 2-4</p>
<p>Fire Station 5 Permanent Structure</p> <p>\$4M</p>	<p>Description: Adding a permanent structure at Station 5 to replace the modular.</p> <p>Major Milestones:</p> <ul style="list-style-type: none"> • Secure funding • Design/selection • Construction <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> • None <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Monitor development and road networks on west side of City to determine if current site will be suitable to serve western portion of City at build-out.
<p>Community Pool Redesign</p> <p>\$10M - \$13M</p>	<p>Description: Locate and construct the Community Pool.</p> <p>Major Milestones:</p> <ul style="list-style-type: none"> ✓ Extensive community outreach completed. • Draft conceptual plan developed. Not presented to Council since work was stopped based on prioritization and resource availability. • Secure funding • Design • Construction <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> • None. Funding has not been identified. <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • None
<p>Water System Infrastructure Review</p>	<p>Work with the four local water districts to understand and consider build-out infrastructure that may be needed to support anticipated development and potential financing strategies.</p>
<p>Citywide Drainage Improvement Projects Plan</p>	<p>Description: Develop a work plan for moving forward with drainage projects around the City that are funded/partially-funded in the Capital Improvement Plan.</p> <p>Major Milestones:</p> <ul style="list-style-type: none"> • Review the list of partially-funded drainage projects in the CIP to prioritize and develop a work plan for moving forward. • Develop a funding plan • Design / Environmental / Construction <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> • Assigned staffing to Line F project and distributed RFQ to select consultant.

	<p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Establish Work Plan to manage the work effort for the various large Drainage Improvement projects in the CIP • Develop realistic schedule based on current staffing • Develop funding strategy, including available grants and RCFCF funding
<p>Open Channel Drainage Maintenance Permit</p> <p>\$1.25M</p>	<p>Description: Permit the City to perform regular maintenance of open drainage channels within the City.</p> <p>Major Milestones:</p> <ul style="list-style-type: none"> • Phase 1: Research and establish regulatory framework needed to permit • Phase 2: Technical studies, establish open channel maintenance priorities • Phase 3: Establish impacts, mitigation plans, permitting with Regulatory Agencies • Secure funding • Prepare operations plan to perform maintenance <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> ✓ RFQ prepared <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Select environmental consultant • Commence with Phase 1 and Phase 2
<p>Jefferson St. and Magnolia St. Traffic Signal</p> <p>\$1M</p>	<p>Description: Traffic signal installation to address increased traffic volumes; project cost estimate of \$1M utilizes DIF – Traffic signals.</p> <p>Major Milestones:</p> <ul style="list-style-type: none"> • Civil engineering design • Funding secured • Construction <p>Progress Since July 31, 2024 Workshop:</p> <ul style="list-style-type: none"> ✓ Commenced with engineering design <p>Anticipated Next Steps through June 30, 2026:</p> <ul style="list-style-type: none"> • Signal expected to start construction Fall 2025
<p>Tour de Murrieta</p>	<p>An opportunity to make Tour de Murrieta a marquee annual event for the City and the best cycling race in the state.</p> <p>Progress Since July 31, 2024 Workshop:</p> <p>A meeting occurred with event organizer. Staff will bring an agenda report to City Council on this topic in the next couple months.</p>
SMALL SCALE PROJECTS	
<p>PD Building Improvements</p>	<p>Funding for paint and locker rooms secured. Traffic Bureau funding pending (estimated to be \$250k).</p>
<p>Murrieta Creek Drainage Improvements</p>	<p>Army Corp of Engineers project; Phase 2B Rancho Cal Road to Winchester Road is scheduled to begin construction in 2025. Phase 2C Winchester Road fix bridge abutment repair, not included with the 2025 construction and is unfunded. Phase 3 is unfunded and the schedule is unknown at this time.</p>

Rev. Based on 2-10-25 City Council Workshop

Various Traffic Signal Upgrades	Ongoing program to modify existing traffic signals as needed; \$150,000 utilizes Measure A and Gas Tax for maintenance operations.
Storm Drain Master Plan	Prepare citywide master drainage plan to identify deficient drainage facilities to address flood control needs. \$250,000 budgeted. RFP prepared and to be issued to select a consultant to commence in 2025. Completion expected in 2026.
Vintage Reserve Restroom	A new project listed on the Development Impact Fee (DIF) schedule to replace existing porta-potty at Vintage Reserve Park and construct permanent facility. Work to include new water service.

Council Priorities Tier 3 – Unprogrammed

(Unprogrammed projects/programs not yet prioritized by City Council pending development of strategies, workplans, and dedicated resources.)

LARGE SCALE PROJECTS	
Parking Structure	Consider assessing the need, identifying a site, and constructing a parking lot or parking structure to support downtown.
Civic Center Development	Space plan for future expansion of City Hall and other potential uses.
Expand PD Facility	Needed to accommodate growing staff – funding for this project should be in place by FY30 – estimated at \$10 to \$15m. PD site has room for expansion.
Murrieta Youth Center Phase 2	Original construction of Youth Center contemplated a future Phase 2 expansion.
Develop Pioneer Park	An opportunity to meet the growing demand for park amenities.
Murrieta Creek Regional Trail	Connecting existing regional trail segments. Trails Master Plan will address this. Progress Since July 31, 2024 Workshop: <ul style="list-style-type: none"> • Work continued on draft Trails Master Plan, which will be presented to City Council by Mar/Apr 2025.
Loan Program for Water/Sewer Connections	A potential strategy to offset the high costs of extending infrastructure in some locations. (Remove; No longer a priority)
Create a Public Art Program	An opportunity to beautify the community and reinforce community connection. An internal staff working group developed ideas for a smaller-scale pilot program. Work on this program has been on hold in light of 2024/25 and 2025/26 budget reductions and other priority projects.
Regular Community Cleanup Events	An opportunity to beautify the community. Involves City staff facilitating community clean-up events with volunteers.
Develop BMX Pump Track	An opportunity for new recreational facilities
SMALL SCALE PROJECTS	
Alderwood Park Splash Pad	Creates an opportunity for water-related play. Availability of funding will be determined after the construction of pickleball courts.
Vacant Land Planning	Addressing needs and potential opportunities with City-owned land.
Whitewood Widening Hunter to Clinton Keith	Addition of second northbound lane to complete four-lane section; recently requested TUMF funding to offset costs; utilize DIF –Streets for design and construction.
Roadside Memorial Policy	Requested by some residents to create a policy governing roadside memorials.
Replace Kitchen	Project consists of renovating the kitchen at the Murrieta Community Center,

at the Community Center	including bringing issues into compliance, upgrades to commercial appliances, and overall renovations. Project on hold due to funding and priority.
City Hall HVAC Replacement	Needed to address aging facility. (Complete)
Support New Community Events/Holiday Events	Interest in creating new community celebrations and connections.
Greater Activation of Amphitheater	Pursue opportunities to expand programming using the City's Amphitheater. Staff is reviewing the fee schedule.
Revamp PEG Channel	Enhance public outreach content
Equestrian Evacuation Guidelines	Establish equestrian evacuation guidelines. Progress Since July 31, 2024 Workshop: <ul style="list-style-type: none"> • Staff conducted an Equestrian Round Table on October 7, 2024 to discuss the current and planned large animal evacuation plans. This meeting was attended by City staff, City Council Members, and members of the public/equestrian community stakeholders. • Continued work to coordinate with Riverside County Emergency Management Department (EMD) and various public stakeholders for animal evacuations. • Development of a draft evacuation plan that can be shared with emergency responders. Continued work with Genasys Evacuation Software for improved messaging during evacuations.
Hawk Ranch	Meeting with Hawk Ranch regarding new Conditional Use Permit (CUP) requirements. (Complete)
Champions for Murrieta	Add a presentation to Council meetings to recognize an individual local community champion selected by a Council Member on a rotating basis. (Remove; now an operational item)



CITY DEPARTMENTS -TOP PROJECTS LIST

ADMINISTRATIVE SERVICES:

Risk

- ADA Transition Plan implementation
- Technology implementation for the Certificate of Insurance review process
- Liability and Workers' Compensation root cause and data analysis
- Partner with risk pool on new general liability program changes

Information Systems

- City core switch replacements
- Telework technology coordination
- Technology procurement policy
- Citywide support and training on the transition from shared drives to SharePoint
- Finalize customer service guiding principles and survey the organization

Human Resources

- Telework policy implementation
- Employee Handbook and policy updates
- Implementation of new legislative requirements, including SB 1100 and AB 2561
- Classification and compensation studies and associated changes
- Support new employee development initiatives, including training management

Administrative Improvements

- Agenda workflow process improvements
- Full utilization of Commissions, Committees, and Boards (CCBs) software
- City Council and Administrative Policy Review
- Department service ticketing system for internal and external customers

Election

- Pursue installation of Permanent Ballot Boxes

City Clerk Procedural Legal Compliance

- Assembly Bill 1170 - *Political Reform Act of 1974: filing requirements*
- Assembly Bill 557 – *Open meetings: local agencies: teleconferences* (Brown Act)
- Assembly Bill 764 – *Local redistricting*
- Assembly Bill 63 – *Canvass of the vote: reporting results*
- Website and Meetings Accessibility (Americans with Disability Act)
- Form 700 Biennial Review of Positions
- Fair Political Practices Commission Audit (Annual)

Informational Governance

- **Records Accessibility**
 - Public and employee access to OnBase Unity, the Electronic Content Management System (ECMS)
 - Continued paperless initiative: Scan and upload paper records into the City's ECMS
 - GovPartner to EnerGov migration for record accessibility: Partner with Development Services on a mitigation plan
 - Records Management project for Off-Site Facilities (9 Locations)
 - Off-Site Storage facility (Corodata) records audit: Non-inventoried boxes at Corodata
- **Public Records Legal Compliance**
 - Immutable Cloud: Establish an immutable cloud backup solution for City records to satisfy State mandates
 - City Council and Administrative Records Audit: Align the City to conform with legal mandates and records management best practices

Engagement and Participation

- Explore implementation of citywide digital information kiosks
 - Implementation would eliminate the manual process for delivering and posting paper copies of legally required public notices and meeting agendas
 - During Fiscal Year 2025/2026, Clerk's Office staff will work with Information Technology to explore implementation of one kiosk in each of the five City Council districts, including potential devices and locations, in order to calculate a potential project budget for future City Council consideration
 - This project would increase public access to all City notices and other City information, as well as greatly enhance staff productivity and efficiency
- Efforts to encourage voter registration by Murrieta citizens
- Improved recruitment for Committees, Commissions, and Boards (CCBs)
- Partner with Murrieta Valley Unified School District to foster awareness among high school students of their civic responsibilities and opportunities
- CCB training and resources

CITY MANAGER'S OFFICE:

- Provide staff support for regional effort to expand four-year public education opportunities in Southwest Riverside County, working with Mt. San Jacinto College and many other stakeholders from various sectors
- Provide staff support for Southwest Elected Leaders Collaborative, with a current focus on advocacy for long-range improvement to regional traffic and transportation
- Support City Council-led efforts related to advocacy about local control of land use and housing development
- Oversee strategic communications efforts across the organization to inform and educate the community on important City initiatives and projects
- Public Safety Training Facility
 - No work is planned at this time, pending more information from Mt. San Jacinto College on their financial readiness to participate in funding the project
- Equestrian Center
 - No work is planned at this time, other than emergency or critically necessary repairs
- Fire Station 6
 - Complete the property purchase following the due diligence and escrow processes
 - Begin to identify alternative operational models, including interim solutions prior to construction
 - Begin architect selection process once escrow has closed AND the City feels financially ready to move to the next phase of the project
- Town Square Amphitheater
 - For 2025, oversee year two (2) of events with Newman Hospitality Group, and complete a review of the two-year pilot to determine next steps. and activate the space with other nonprofit groups during the 24-Month Pilot period with CSD
- Solid Waste/Environmental Programs
 - Continued work implementing the CalRecycle requirements and managing the City's franchise agreement with Waste Management
- Manage administration of the Community Development Block Grant program
- Develop a proposed Public Art program (presently on Tier 3)
- Public Works Yard Improvements
 - During FY 2025/26, complete construction of retaining wall, installation of trailers, security upgrades, annexation into the water/sewer system, and consolidation of Public Works staffing at one facility
- Work with the Fire Department on remodel projects at Fire Station 1 (2025) and in the future, 2 and 3, as well as installation of new generators at City Hall and Fire Station 1, anticipated for late spring/summer 2025 upon availability of the generators
- Complete the re-roofing project for City Hall
- The City Hall HVAC was completed in FY 23, and a City Hall Master Plan has not been established
- Continue to pursue development of the Los Alamos Soccer Complex, including resolution of pending environmental issues
- Surplus Land process and sale for various parcels of City property
- Work with the Fire Department to oversee organization-wide emergency preparedness and response efforts, including staff training

COMMUNITY SERVICES:

Parks and Recreation

- Completion of Parks Master Plan
 - Approval from Parks Commission
 - Approval from Planning Commission
 - Approval from City Council
- Completion of Trails Master Plan
 - Approval from Parks Commission
 - Approval from Planning Commission
 - Approval from City Council
- Tot Lot Replacement – determine if future tot lot replacement funding is available
- Planning for upcoming aquatics season at Vista Murrieta High School
- Special Events
 - Determine a standardized 5k course and maximum number of events that may cause street closures downtown
 - Continue dialogue on Town Square Amphitheater events and fee structure

Parks and Recreation CIP Projects

- Town Square Parking Lot Improvements - Under construction, estimated completion March 2025
- Glen Arbor Dog Park
 - Design is complete; currently advertising for construction bids
 - Estimated construction start date - April 2025
 - Estimated construction completion - Summer 2025
- Tot Lot Replacement
 - Phase I – Completion in March 2025
 - Planning ribbon cuttings
 - Phase II – Complete
 - Install fencing along certain Phase I projects for safety
- Pickleball Courts
 - Completed design for Firefighters Park
 - Complete design for Alderwood by February
 - Estimated date for Council to award construction at Alderwood - April/May 2025
 - Estimated beginning of construction - Summer 2025
 - Estimated completion of construction - 60 days after construction begins
- Plan for future Park's Department CIP projects
 - Community Center court lighting
 - Cal Oaks Park lighting
 - Pioneer Park
 - Cal Oaks skate park fencing (Public Works Maintenance project, CSD to assist)
 - Mapleton Park shade covering
 - Determine feasibility of Cal Oaks Pool project

Library

- Implementation of the Library Strategic Plan
 - Prepare for extended hours once staffing is in place
 - Library Children's Area Expansion project:
 - Complete the design phase
 - Complete the public bidding process to hire a construction contractor
 - Award a contract for construction
 - Break ground on construction in summer 2025
 - Construction is estimated for completion in summer 2026
- Plan for future Library CIP projects
 - Flooring/soundproofing
 - Building rain drainage mitigation
 - Community Room technology upgrade
 - Library book lockers/vending machine

Homeless Services

- Implementation of the Regional Homeless Action Plan
 - Formalize the four-city collaboration
- Implementation of the \$12.6 million Encampment Resolution Fund grant through a four-city collaboration
 - Approval of an agreement between Riverside County and City of Murrieta
 - Release an RFP to hire street outreach and housing navigator contractor
 - Release an RFP to hire a consultant to oversee regional collaboration and assist with implementation of Regional Homeless Action Plan
 - Implement personnel plan, consistent with the grant funding
- Create a regional by-name list
- Develop a strategic plan for Murrieta's Homeless Services division

DEVELOPMENT SERVICES:

- General Plan Consistency Update/ Climate Action Plan Update and Implementation
- Triangle Project Implementation
- Revised Site Plan Approval for Marketplace Shopping Center Development
- Murrieta Hills Specific Plan Implementation
- Vineyard Specific Plan Amendment & Tentative Tract Map for +/- 800 Units
- Completion of Hillside Ordinance revisions
- Madison Corridor Specific Plan (if funded)
- Implement City Council directives regarding the Keyhole area
- Process Improvement Review with all stakeholders.
- Next steps of environmental review for development of the Los Alamos Hills Soccer Complex Project
- Noise & Lighting Ordinance revisions
- Tiered Beer and Wine Ordinance
- Multi-Family Objective Design Standards Updates
- Complete implementation of the Code Enforcement Enterprise Permitting & Licensing (EP&L - formerly Energov) module, as well as facilitating EP&L modifications for Building/Planning/Code Enforcement with IT and staff user group
- 2025 Building Code Adoption
- Building Official Promotion/ Recruitment
- Support remaining Code Enforcement Ad Hoc Committee efforts, including next steps for implementation of any recommendations
- Support Planning-related efforts for implementation of a Public Art program, if Council opts to proceed (currently Tier 3)
- Begin building a Planning Division knowledge base for critical topics, procedures, and FAQs of commonly asked zoning questions
- Create a training plan for Planning & Intel (P&I) Emergency Operations Center (EOC) section members, mostly staffed by Planning Division employees
- Gather data on existing vulnerable populations for use in the EOC for the P&I section.
- Re-establish annual development agreement reporting
- Facilitate relevant “lunch and learn” training topics for Development Services Department staff

ECONOMIC DEVELOPMENT:

- Potentially proceed with next steps of the Madison Corridor Specific Plan, presently a Tier 1 project, and in order to proceed, funding approval is needed as part of the FY 2025/26 budget
- Consider developing an incentive program to attract new restaurants, similar to those offered by neighboring communities
- Explore potential expansion of the Revolving Fund for infrastructure in the Downtown to encourage development
- Pursue grant funds for ongoing lab management and supplies for the wet lab at the Murrieta Innovation Center
- Complete next steps for implementation of the freeway overpass branding signage. This project is on-hold pending funding

FINANCE:

- Master User Fee Annual Update
- Development Impact Fee Annual Update
- Annual update of fully burdened hourly rates for staff, used for calculating reimbursements
- Hourly Rate Annual Update
- Implementation of public safety and maintenance services Community Financing Districts (CFDs)
- Development of Biennial Operating Budget
- CIP Budget Development
- Develop a Fleet Replacement Program
- Complete preparation of Financial Statements and Single Audits
- Implement new software to automate, streamline, and manage citywide contracts
- Complete next steps to establish a loan from future Library Development Impact Fees for the Library Expansion Project
- Work with the Community Services and Public Works departments to 1) complete a review of the current status of the financial position of the landscape/lighting maintenance districts and Community Services District Lettered Zones and establish a plan to correct the negative cash flow for several districts, requiring the General Fund to fund their operating shortfalls. This endeavor would require a significant community engagement effort to be successful, and 2) review the current model for how the budgets for parks maintenance/landscape lighting district services are structured and divided for improved ease of administration
- Request for Proposals
 - Banking and Merchant Services
 - Municipal/Financial Advisor Services
 - Investment Advisor Services
- Major Projects
 - Lead the efforts to transition to a new Financial Management System. This project will involve issuing a Request for Proposal, selecting qualified vendors, and collaborating closely with key stakeholders across various departments and end users to ensure the new Financial Management System meets the needs of the City. This project will take two to three years to implement
- Financial Policies in order of Priority
 - Investment Policy (update)
 - Accounts Receivable/Write-off (new)
 - Budget Policy (new)
 - CIP Budget Policy (new)

FIRE DEPARTMENT:

Fire Suppression

- Truck Operations Training - Tiller truck implementation
- Hire three additional personnel to take the tiller-truck to a four-person crew
- Research and implement new traffic preemption systems
- Develop preplans for Target Hazards utilizing First Due Software
- Write SAFER Grant to hire nine personnel to support the opening of Fire Station 6
- Provide training to neighboring agencies on Public Safety Emergency Communications (PSEC) Radio System

Fire Prevention

- Conduct annual State Mandated business inspections
 - Hotels/Motels/Boarding Houses (all)
 - Apartment Buildings (all)
 - Schools (all private and public)
- Conduct annual Defensible Space Inspections of all properties in the Very High Fire Severity zone (14,000+)
- Complete business inspections for more than 3,000 businesses in the City and establish a regular schedule of reinspection
- Update the City's Community Risk Assessment, modeling high-risk occupancies and population groups within the City
- Process City-wide permits, development plans, and pre-fire considerations on projects
- Inspect all new construction in the City
- Convert record keeping for inspections to the new First Due Software Platform
- Implement the hazardous brush clearing program for City properties using grant funds

Emergency Management

- Update the City's Emergency Operations Plan
- Update the Safety Element of the General Plan
- Continue implementing Genasys Evacuation System for the City
- Continue training all EOC personnel to the level of Minimum Qualifications for their positions

Fire Administration

- Develop a Capital Replacement Plan for fixed and rolling Fire Department assets
- Continue tracking the implementation of EnerGov and ensuring the appropriate routing of revenue is occurring
- Develop a Fire Department onboarding and offboarding process specific to individual employee positions
- Complete the remodel projects for Stations 1, 2, and 3
- Work on planning for the Public Safety Training Facility
- Early stage planning for future Fire Station 6

POLICE DEPARTMENT:

- Oversee acquisition of the Mobile Command Center using federal funding
- Implementation of the module for the public to submit low-level police reports online, estimated to occur in approximately summer 2025, pending budget approval
- Remodel the Traffic Bureau office space, pending budget approval
- Implementation of the “Drone as First Responder (DFR)” Program
- If/when the design phase proceeds for Fire Station 6, work on concepts/needs assessment for a potential Police sub-station to be included

PUBLIC WORKS/ENGINEERING:

- Continued progress toward completion of the Keller Road at I-215 Interchange, including completion of the environmental document, the design phase, and right-of-way acquisition
- Oversee completion of the Public Works Yard improvements and relocation of staff from other off-site areas
- Implementation of the ADA Transition Plan, based on requirements of the Consent Decree
- Develop a Citywide Open Channel Annual Maintenance Program, including completion of the permitting requirements
- Complete construction of the Murrieta Hot Springs Road widening project from Margarita Road to Winchester Road
- Complete construction of the Murrieta Hot Springs Road right-turn lane to the Murrieta Plaza shopping center



CITY OF MURRIETA

City Council Meeting Agenda Report

3/18/2025
Agenda Item No. 8.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Brian Ambrose, Community Services Director

PREPARED BY: Brian Crawford, Senior Program Manager - Parks & Recreation

SUBJECT: Award Construction Contract for Glen Arbor Dog Park Project

RECOMMENDATION

Award the construction contract for the Glen Arbor Dog Park Project, Capital Improvement Project (CIP) No. 8273, to the lowest responsible bidder, Voltaire Engineering, LLC., in the amount of \$924,277, plus a 15% contingency;

Amend the Fiscal Year 2024/25 Operating and Capital Improvement Plan budgets to provide an additional budget appropriation for Capital Improvement Project No. 8273 as detailed in the fiscal impact statement; and

Authorize the Mayor to execute the agreement.

PRIOR ACTION/VOTE

On June 4, 2024, the City Council adopted Joint Resolution No. 24-4745, approving the Capital Improvement Plan budget for Fiscal Years 2024/25 and the Capital Improvement Plan for Fiscal Years 2024-25 to 2028/29 (Vote: 5-0).

CITY COUNCIL GOAL

Coordinate and deliver responsive, effective community services.

BACKGROUND

Glen Arbor Park (Park), at the corner of Jackson Avenue and Nutmeg Street, was originally established as a community park by the County of Riverside prior to the incorporation of the City of Murrieta. The Park is largely undeveloped and has a large slope, wooded areas, and a small stream during the rainy seasons. The Park's natural setting makes it a popular destination for family pictures, hiking, and dog walking. Over the years, the Community Services Department (CSD) has fielded many safety complaints from residents concerned about the presence of off-leash dogs at the Park, a behavior that is difficult to change.

In January 2022, CSD staff applied for and was awarded a grant in the amount of \$247,627, in Proposition 68

funding (Grant) known as the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, which is a bond measure that funds parks, water, and environmental projects in California. The funds from the Grant must be spent by June 30, 2028. Staff identified an opportunity to provide an amenity for the community by using the grant funds to design and build large and small dog parks at Glen Arbor (Project) that would be ADA-accessible and usable by all residents. The new, enclosed areas, along with additional signage, may serve to curb the issue of owners allowing their dogs to be off-leash in the Park.

During the design process, it was decided to include a small, 12-space parking lot with ingress and egress on Nutmeg Street. There is currently no parking allowed on Jackson Avenue or Nutmeg Street. When the Park is busy, most visitors park on the north side of the Park in the adjacent neighborhood off of Via De Gema Linda, which creates traffic congestion. The new parking lot is intended to provide some relief for the traffic in response to comments from neighboring residents about the design of the new dog park. The total cost for inclusion of the parking lot is approximately \$267,000, which includes the design, construction, striping, and construction-related consulting services. The cost for the parking lot was not included in the original project budget, nor in the amount presently budgeted for this project.

Park improvements to be provided as part of this Project include:

- Enclosed areas for large and small dogs with play features;
- Shade structures with seating;
- Water fountains that include separate outlets for both owners and pets;
- ADA-accessible, switchback-style concrete walkways with handrails to take pedestrian traffic down the slope;
- 12-space parking lot;
- ADA improvements to the curb ramp at Nutmeg Street and Via De Gema Linda and designated path of travel for park access; and
- Landscape improvements.

The City published the competitive bid opportunity for the Project to PlanetBids on January 15, 2025, and publicly advertised the Project in a regional newspaper on January 18, 2025, and again on January 28, 2025. Ten (10) bids were received prior to the extended deadline of 2 p.m. on February 17, 2025, as follows:

Contractor	Total Bid
Voltaire Engineering	\$924,277.00
Leonida Builders	\$976,762.50
DeArk E&C	\$984,043.00
Aster Construction Services	\$1,120,918.00
ZECO	\$1,132,493.21
Elegant Construction	\$1,169,179.50
Roadway Engineering & Construction	\$1,288,012.50
RG General Engineering	\$1,384,254.00
C.S. Legacy Construction	\$1,602,820.69
Asphalt Fabric and Engineering	\$1,737,233.90

The total bid amount was the basis for awarding the Project. The bids were reviewed, and the item prices were determined to be consistent with today's construction market.

Staff recommends that the contract be awarded to the lowest responsible bidder, Voltaire Engineering, LLC., in the amount of \$924,277, plus a fifteen percent (15%) contingency of \$138,641.55.

No bid protests were received for the Project.

FISCAL IMPACT

The total cost for the Glen Arbor Dog Park Project (CIP No. 8273) is anticipated to be \$1,671,461.80, including the design, construction, soft costs for project management and consulting services, park furnishings, and contingency.

The total fiscal impact for the construction contract alone is \$1,062,918.55, which includes a 15% contingency. Additionally, funds amounting to \$75,138 are needed for geotechnical consulting services during construction and other construction support services. Geotechnical services are necessary for facets of the project, such as secondary inspections and testing compaction, particularly considering the construction of the parking lot and the sidewalk to be constructed on the slope.

Presently, this Project has an available budget of \$449,205.83. To fund the remaining construction cost, the fifteen percent (15%) contingency, and additional construction support expenses, staff is requesting an additional budget appropriation of \$688,850.80, from four funding sources, as shown in the table below:

Additional Project Funding Source	Amount	GL Account	JL Account
Fund 140 (RSA Fees)	\$205,363.89	1407500-71150	08273140-500
Fund 182 (Local Zone B)	\$47,486.91	1827500-71150	08273182-500
Fund 112 (General Capital)	\$136,000.00	1127500-71150	08273112-600
Fund 133 (Park DIF)	300,000.00	1337500-71150	08273133-500

Staff recommends using \$136,000 in ARPA Fund interest earnings to cover the remaining construction cost contingency. Specifically, staff suggests an operating transfer of \$136,000 from the ARPA Fund (374) to the General Capital Fund (112). If the contingency funds are not needed for construction, the funds will be transferred back to the ARPA Fund for future use.

The increased cost of the project compared to the original budget is a result of both the addition of the parking lot, which was not contemplated as part of the initial project concept or budget, and the construction bid being nearly 30% more than anticipated.

ATTACHMENTS

1. Construction Contract & Proposal - Voltaire Engineering, LLC

**PUBLIC WORKS CONSTRUCTION CONTRACT
WITH THE City OF MURRIETA (“CITY”)
FORMAL BIDDING OVER \$200,000**

Project Name/Description (“**Project**”): **GLEN ARBOR DOG PARK IMPROVEMENTS**

Contract Number: CITY PROJECT NO. 23-464/CIP 8273

Contractor Name (“**Contractor**”): Voltaire Engineering

Contractor Business Type: Limited Liability Company (LLC)

Contractor Address: 1460 Cambridge Ave, Redlands, CA 92374

Contractor Representative Name and Title (“**Contractor Representative**”): Peter Delgado, Chief Executive Officer

Contractor Representative Work Phone and Email: 909-747-8414, voltairellc44@gmail.com

Contract Days: 100 Days

Liquidated Damages Sum (per day): \$500

Termination Date: 2/28/26

Total Not-To-Exceed Contract Amount (“**Contract Sum**”): \$924,277.00

City Department Contact (“**Project Manager**”): Brian Crawford, Senior Program Manager

Department Contact Work Phone and Email: 951-461-6047, bcrawford@murrietaca.gov

Is Federal Funding Being Used to Fund Any Part of The Project (Yes/No): No

RECITALS

The City desires to contract with a Contractor to provide services as more further set forth herein.

The City circulated a Notice Inviting Bids for the above-described services.

Contractor submitted a bid and was determined to be the lowest responsible bidder.

Click or tap here to enter text.

This Contract, made and entered into effective on the date executed by the City, by and between the City of Murrieta, a municipal corporation, hereinafter referred to as "City," and the above-referenced Contractor.

The City and Contractor, for the consideration hereinafter named, mutually agree as follows:

1. CONTRACT DOCUMENTS. The complete Contract includes all of the Contract Documents, to wit: Notice Inviting Bids, Instructions to Bidders, Proposal, Performance Bond, Labor and Materials Bond, Plans, General and Special Provisions, Insurance Forms, this Contract, and all modifications and amendments thereto, and the latest version of the Standard Specifications for Public Works Construction, Parts 1 through 6, with the exception of Section 307, "Street Lighting and Traffic Signals," and the addition of the Standard Specifications, Department of Transportation, State of California State Standard Specifications, Section 86, "Signals, Lighting and Electrical Systems," and Section 56, "Signs," dated May 2006.

Copies of the Standard Specifications for Public Works Construction are available from the publisher:

Building News, Inc. (BNi)
990 Park Center Drive, Suite E Vista, CA 92081
(760) 734-1113
www.bnibooks.com

The aforementioned Standard Specifications will control the General Provisions, construction materials, and construction methods for this Contract except as amended by the Plans and Specifications of this Contract.

In case of conflict between the Standard Specifications for Public Works Construction or State Standard Specifications, and the remaining Contract Documents, the remaining Contract Documents shall take precedence over and be used in lieu of such conflicting portions.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed completed and in place and that only the best general practice is to be used.

Unless otherwise specified, Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Contract.

The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. Any conflict between this Contract and any other Contract Document shall be resolved in favor of this Contract.

2. SCOPE OF WORK. Contractor shall perform the work as shown on the Contract Drawings, shall furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the completion of the above-referenced Project.

All of said work to be performed and materials to be furnished shall be in strict accordance with the Drawings and Specifications and the provisions of the Contract Documents hereinabove enumerated and adopted by City.

3. CITY APPROVAL. All labor, materials, tools, equipment, and services shall be furnished and work performed and completed under the direction and supervision and subject to the approval of City or its authorized representatives.

4. CONTRACT AMOUNT AND SCHEDULE. City agrees to pay and Contractor agrees to receive and accept the prices set forth in their bid as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. The total of all payments made to Contractor shall not exceed the Contract Sum set forth above.

Contractor agrees to complete the work on the Project in a period not to exceed the Contract Days set forth above per Section 6-7 of the Standard Specifications for Public Work Construction, commencing upon the date stated in the Notice to Proceed by City. Construction shall not commence until bonds and insurance are approved by City. Contract Days shall be computed as calendar days and not as working or business days.

5. CHANGE ORDERS. All change orders shall be approved by the City Council, except that the City Manager or his designee is hereby authorized by the City Council to make, by written order, changes or additions to the work in an amount not to exceed fifteen (15) percent of this Contract amount and the City Manager or his designee shall notify City Council in a public meeting if changes or additions to the work exceed ten (10) percent of this Contract amount.

6. PAYMENTS/ACCEPTANCE OF WORK. The text of Subsection 9-3.2 of the Standard Specifications for Public Works Construction is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be the last day of each month. Contractor shall prepare the approximate measurement of the work performed through the closure date and submit it to City for approval by the tenth (10th) day of the following month. Payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. A full five percent (5%) retention will be deducted from all progress payments. Partial payments on the Contract price shall not be considered as an acceptance of any part of the work. Upon completion of the work, Contractor shall so notify the Project Manager, in writing, submit satisfactory evidence of payment for equipment, materials and labor, submit "Contractor's Affidavit." Upon receipt of the notification, the Project Manager shall promptly, by personal inspection, determine the actual status of the work in accordance with the terms of the Contract. If he finds materials, equipment, or workmanship that do not meet the terms of the Contract, he shall prepare a preliminary punch list of such items and submit it to Contractor. Final determination of acceptability shall be made by City. Upon acceptance of the work, City shall file a Notice of Completion. The conditions of the guarantee shall commence on the date that City files a Notice

of Completion. City shall make final payment to Contractor in the manner provided by law following the expiration of thirty-five (35) days after filing the Notice of Completion.

The final payment shall include the entire sum found to be due hereunder after deducting all previous payments and such other lawful amounts as the terms of this Contract describe.

7. LIQUIDATED DAMAGES; EXTENSION OF TIME. In accordance with Government Code Section 53069.85, Contractor agrees to forfeit and pay to City the Liquidated Damages Sum set forth above per day for each calendar day completion is delayed beyond the time allowed pursuant to paragraph 4 of this Contract. Such sum shall be deducted from any payments due to or to become due to Contractor. Contractor will be granted an extension of time and will not be assessed liquidated damages for unforeseeable delays beyond the control of and without the fault or negligence of Contractor, including delays caused by City. Contractor is required to promptly notify City of any such delay.

8. WAIVER OF CLAIMS. Unless a shorter time is specified elsewhere in this Contract, on or before making final request for payment under paragraph 6 above, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Contract; the acceptance by Contractor of the final payment shall constitute a waiver of all claims against City under or arising out of this Contract except those previously made in writing and request for payment. Contractor shall be required to execute an affidavit, release, and indemnify agreement with each claim for payment.

9. PREVAILING WAGES. Pursuant to provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract, from Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office of Murrieta. Contractor shall post a copy of such rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code.

Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to City, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subContractor under him, in violation of the provisions of the Contract.

10. WORKERS' COMPENSATION LIABILITY INSURANCE. Contractor, by executing this Agreement, hereby certifies:

"I am aware of the provision of Section 3700 of the Labor Code that requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

11. TIME OF THE ESSENCE. Time is of the essence in this Contract.

12. INDEMNIFICATION. All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of Contractor alone. Contractor agrees to save, indemnify, hold harmless, and defend City, its officers, employees, and agents against any and all liability, injuries, or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigations arising through the sole active negligence or sole willful misconduct of City.

13. CONTRACTOR'S INDEPENDENT INVESTIGATION. No plea of ignorance of conditions that exist or that may hereafter exist or of conditions of difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by City for purposes of letting this Contract out to bid will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all requirements of this Contract. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

14. GRATUITIES. Contractor warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities or promises to City's employees, agents, or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.

15. CONFLICT OF INTEREST. Contractor warrants that he has no blood or marriage relationship, and that he is not in any way associated with any City officer or employee, or any architect, engineer, or other preparer of the Drawings and Specifications for this project. Contractor further warrants that no person in his employ has been employed by City within one (1) year of the date of Notice Inviting Bids. Contractor's duties and services under this Contract shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this agreement

16. CONTRACTOR'S AFFIDAVIT. After completion of the work contemplated by this Contract, Contractor shall file with the City Manager his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors upon the project have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice that has been filed under the provisions of the laws of the State of California.

17. SIGNATURE OF CONTRACTOR

Corporations: The signature must contain the name of the corporation, must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above if a certified copy of a resolution of the corporate board of directors so authorizing them to do so is on file in the City Clerk's office.

Partnerships: Names of all persons comprising the partnership or co-partnership must be stated. Bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging signer to be a general partner is presented to the City Clerk, in which case the general partner may sign.

Joint Ventures: Bids submitted as joint ventures must so state and be signed by each joint venturer.

Individuals: Bids submitted by individuals must be signed by the bidder, unless an up-to-date power of attorney is on file in the City Clerk's office, in which case said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where the fictitious name is used, it must be so indicated in the signature.

18. SUBSTITUTED SECURITY. In accordance with Section 22300 of the Public Contracts Code, Contractor may substitute securities for any monies withheld by City to ensure performance under the Contract.

At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with City or with a State or Federally chartered bank or an escrow agent who shall pay such monies to Contractor upon notification by City of Contractor's satisfactory completion of the Contract. The type of securities deposited and the method of release shall be approved by the City Attorney's office.

19. RESOLUTION OF CLAIMS. In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the Parties. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined as set forth below. The Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

Section 20104 et seq. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not

otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 calendar days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 calendar days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 calendar days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 calendar days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual Contract of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 calendar days (if the claim is less than \$50,000, within 15 calendar days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 calendar days of receipt of the City's response or within 15 calendar days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 calendar days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 calendar days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

(i) If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third Party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

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

(iii) Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code section 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code section 900 et seq., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

(i) Within 60 calendar days, but no earlier than 30 calendar days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 calendar days by both Parties of a disinterested third person as mediator, shall be commenced within 30 calendar days of the submittal, and shall be concluded within 15 calendar days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both Parties. If the Parties fail to select a mediator within the 15-day period, either Party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the Parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any Party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other Party arising out of the trial de novo.

20. NOTICE TO CITY OF LABOR DISPUTES. Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract, Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to City.

21. BOOKS AND RECORDS. Contractor's books, records, and plans or such part thereof as may be engaged in the performance of this Contract, shall at all reasonable times be subject to inspection and audit by any authorized representative of City.

22. UTILITY LOCATION. City acknowledges its responsibilities with respect to locating utility facilities pursuant to California Government Code Section 4215.

23. REGIONAL NOTIFICATION CENTERS. Contractor agrees to contact the appropriate regional notification center in accordance with Government Code Section 4216.2.

24. TRENCH PROTECTION AND EXCAVATION. Contractor shall submit its detailed plan for worker protection during the excavation of trenches required by the scope of the work in accordance with Labor Code Section 6705.

25. HAZARDOUS CONDITIONS.

(a) Contractor shall, without disturbing the condition, notify City, in writing, as soon as Contractor, or any of Contractor's subcontractors, agents, or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

(1) The presence of any material that Contractor believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;

(2) Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or

(3) Unknown physical conditions at the site of any unusual nature, different materially for those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

(b) Pending a determination by City of appropriate action to be taken, Contractor shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

(c) City shall promptly investigate the reported conditions. If City, through and in the exercise of its sole discretion, determines that the conditions do materially differ or do involve hazardous waste, and will cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, then City shall issue a change order.

(d) In the event of a dispute between City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights that pertain to the resolution of disputes and protests between the parties.

26. CARB COMPLIANCE. For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor's violation of any regulation set forth in 13 CCR 2449.

27. INSPECTION. The work shall be subject to inspection and testing by City and its authorized representatives during manufacture and construction and all other times and places, including, without limitation, the plans of Contractor and any of its suppliers. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of inspectors. All inspections and tests shall be performed in such manner as to not unduly delay the work. The work shall be subject to final inspection and acceptance notwithstanding any payments or other prior inspections. Such final inspection shall be made within a reasonable time after completion of the work.

28. DISCRIMINATION. Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

29. GOVERNING LAW. This Contract and any dispute arising hereunder shall be governed by the law of the State of California.

30. WRITTEN NOTICE. Any written notice required to be given in any part of the Contract Documents shall be performed by depositing the same in the U.S. Mail, postage prepaid, directed to the address of Contractor as set forth above, and to City addressed to the Project Manager as follows:

City of Murrieta
1 Town Square
Murrieta, CA 92562

31. FEDERAL FUNDING. If federal funding is being utilized to fund any part of the Project, as indicated on the Cover Page of this Agreement, the terms of Exhibit A are hereby incorporated herein by this reference. If no federal funding is being utilized, Exhibit A may be omitted.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year set forth below.

City:

CITY OF MURRIETA, a California municipal corporation

By: _____

Cindy Warren, Mayor

Date:

ATTEST:

Cristal McDonald, City Clerk

Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Tiffany Israel, City Attorney

Date:

Contractor:

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Contractor's business City.

By: _____

Name: Peter Delgado

Title: CEO

Date:

By: _____

Name: Peter Delgado

Title: CFO

Date:

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

PROPOSAL

GLEN ARBOR DOG PARK IMPROVEMENTS
CITY PROJECT NO. 23-464/CIP 8273

DATE: 2-14-25

TO THE CITY CLERK OF MURRIETA, CALIFORNIA:

BIDDER (Firm Name) VOLTAIRE ENGINEERING, INC

The undersigned hereby proposes and agrees to furnish any and all materials, labor, and services for the following:

GLEN ARBOR DOG PARK IMPROVEMENTS
CITY PROJECT NO. 23-464/CIP 8273

All in accordance with the City's Notice Inviting Bids, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein. The attached Bid Schedule is hereby made a part of this proposal.

The undersigned bidder declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other Contract Documents. If this proposal is accepted for award, bidder agrees to enter into a contract with City at the unit prices or lump-sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contract and furnish bonds in the manner and time prescribed will result in forfeiture to City of the guarantee accompanying this proposal.

The undersigned bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder understands that the City Council reserves the right to accept or reject any or all proposals, or to waive any irregularities in any proposal in the interests of City.

The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of work, but the accuracy of these figures is not guaranteed, and bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by bidder, the unit price will be considered to be the bid.

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

BID SHEET

**GLEN ARBOR DOG PARK IMPROVEMENTS
CITY PROJECT NO. 23-464/CIP 8273**

ITEM NO.	DESCRIPTION	PAYMENT SECTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
1	Mobilization, Demobilization, and Final Cleanup	9-3.4	LS	1	\$ 50,000	\$ 50,000
2	Clearing and Grubbing (included demo and relocation items)	300-1.4	LS	1	\$ 155,000	\$ 155,000
3	Storm Water Pollution Prevention and Erosion Control (Includes SWPPP Development & Implementation and Slope Stabilization)	300-12.4	LS	1	\$ 6,000	\$ 6,000
4	Traffic Control and Construction Staging	7-10.2.2	LS	1	\$ 5,000	\$ 5,000
5	Utility Coordination	5-6.1	LS	1	\$ 3,040	\$ 3,040
6	Record Drawing "As Built" Plans (Stipulated Amount)	2-5.5	LS	1	\$1,500.00	\$1,500.00
Surface Improvements						
7	Site Grading	300-2.9	CY	1270	\$ 69.00	\$ 87,630
8	4" PCC Sidewalk	303-5.9	SF	6280	\$ 12.00	\$ 75,360
9	Handrails	304-3.4	LF	250	\$ 150.00	\$ 37,500
10	Modified 18' wide driveway	303-5.9	SF	720	\$ 22.00	\$ 15,840
11	Asphalt Concrete	302-5.9	Ton	84	\$ 250.00	\$ 21,000
12	Class 2 Aggregate Base	301-2.4	CY	86	\$ 120.00	\$ 10,320
13	Type A-6 Curb & Gutter	303-5.9	LF	186	\$ 80.00	\$ 14,880
14	Access ramp	303-5.9	EA	1	\$ 12,000	\$ 12,000
15	Retaining Wall	303-4.1.5	SF	275	\$ 73.00	\$ 20,075
16	Modified Type A-6 Curb, no gutter	303-5.9	LF	186	\$ 55.00	\$ 10,230
17	2" grind and overlay	302-1.12	SF	164	\$ 12.00	\$ 1,968
18	Full depth Asphalt patch	302-5.9	TON	7.3	\$ 300.00	\$ 2,190
19	Concrete base for park mural/monument sign, includes relocation	303-5.9	EA	1	\$ 3,500	\$ 3,500
20	Modified 6" PCC Sidewalk	303-5.9	SF	1,665	\$ 13.00	\$ 21,645
21	Cable railing	304-3.4	LF	64	\$ 200.00	\$ 12,800
22	4" thick cement treated decomposed granite path	303-5.9	SF	355	\$ 6.00	\$ 2,130
23	Modified Type A-6 Curb, deepened footing	303-5.9	LF	31	\$ 85.00	\$ 2,635
24	Modified Type A-6 curb, 0" curb no gutter	303-5.9	LF	6	\$ 80.00	\$ 480.00
25	Modified 4' wide cross gutter	303-5.9	SF	62	\$ 22.00	\$ 1,364
Storm Drain Improvements						
26	4" PVC Schedule 40	306-10.1.1	LF	165	\$ 11.00	\$ 1,815
27	6" Round drop in grate	306-10.1.1	EA	7	\$ 50.00	\$ 350.00
28	3" Grouted cobble stone	300-11.4	CY	3	\$ 120.00	\$ 360.00
29	6' Wide ribbon gutter	303-5.9	SF	170	\$ 22.00	\$ 3,740

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

30	Parkway culvert type "C" case II inlet	303-1.12	EA	1	\$ 900.00	\$ 900.00
31	U-Ditch	303-5.9	LF	9	\$ 60.00	\$ 540.00
32	Infiltration Trench	303-1.12	CF	1,030	\$ 5.00	\$ 5,150
33	Scupper Opening	303-1.12	EA	2	\$ 100.00	\$ 200.00
34	V-Ditch	303-5.9	LF	62	\$ 80.00	\$ 4,960
35	Rock Swale	300-11.4	CY	28	\$ 450.00	\$ 12,600
36	Splash Pad	300-11.4	CY	1.2	\$ 500.00	\$ 600.00
37	Splash Wall	303-4.1.5	LF	6	\$ 120.00	\$ 720.00
38	Private Drain through Curb	303-1.12	EA	2	\$ 800.00	\$ 1,600
39	6" NDS Atrium Grate	306-10.1.1	EA	2	\$ 100.00	\$ 200.00
Traffic Improvements						
40	Signing & Striping	84-2.04	LS	1	\$ 6,000	\$ 6,000
Landscaping Improvements						
41	Irrigation System	308-7	LS	1	56,000	56,000
42	Landscaping Planting	308-7	LS	1	\$ 67,000	\$ 67,000
43	Dog Park Decomposed Granite		SF	12,145	\$ 3.00	\$ 36,435
44	Vinyl Coated Chain Link Fence with Mow Curb		LF	671	\$ 150.00	\$ 100,650
45	Vinyl Coated Chain Link Gates (4' Wide)		EA	4	\$ 2,500	\$ 10,000
46	Vinyl Coated Chain Link Gates (6' Wide)		EA	4	\$ 2,700	\$ 10,800
47	Concrete Mow Curb		LF	132	\$ 25.00	\$ 8,750
48	4" PCC Bench Pads (24 sf each)		EA	6	\$ 500.00	\$ 3,000
49	Install City Provided Dog Park Furnishings, Equipment & Shade Shelters	303-11.5	LS	1	\$ 10,920	\$ 10,920
50	Furnish & Install Park Rules Sign		EA	1	\$ 600.00	\$ 600.00
51	Furnish & Install 2 ADA Signs		EA	2	\$ 600.00	\$ 1,200
52	Furnish & Install Dog Park Rules Sign		EA	1	\$ 600.00	\$ 600.00
53	Maintenance and Plant Establishment (90-day)	308-7	LS	1	\$ 4,500	\$ 4,500
END OF BID ITEMS						
TOTAL BASE BID: \$ <u>924,277.00</u>						
TOTAL AMOUNT OF BASE BID (WORDS):						
<u>NINE HUNDRED TWENTY FOUR THOUSAND, TWO HUNDRED SEVENTY SEVEN DOLLARS.</u>						

The unit price or lump sum prices to be paid for the items listed in the Proposal Bid Sheet shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details as shown on the plans and as specified herein. Any items shown on the plans, but not included in the bid items, shall be considered as appurtenant items. All costs shall be included within the appropriate item of the Contractor's bid.

SUBCONTRACTORS LIST

GLEN ARBOR DOG PARK IMPROVEMENTS
CITY PROJECT NO. 23-464/CIP 8273

As required by California State Law, the General Contractor bidding will hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work in an amount in excess of one-half of one percent (0.5%) of the General Contractor's total bid and will state the firm name and principal location of the mill, shop, or office of each. If a General Contractor fails to specify a subcontractor, or if he specifies more than one (1) subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent (0.5%), he agrees that he is fully qualified to perform that portion himself and that he shall perform that portion himself.

(Identify by *Asterisk Certified DBE Contractors)

Bid Item Number	Name of Subcontractor - Trade	Address/ Telephone
11, 17	PRESTIGE PAVING	714-888-7555 LA MIRADA CA
6, 35, 36, 41, 42, 43, 53	MARINA LANDSCAPE	714-939-6600 LALE ELSINORE CA
9, 21, 44, 45, 46	AB FENCE CO.	844-707-0007 BEAUMONT CA
TREE R.	V&E TREE SERVICE	714-997-0903 ORANGE CA

NOTE: If alternate bids are called for, and the General Contractor intends to use different or additional subcontractors on the alternates, he must provide a separate list of subcontractors for each alternate.



 Signature of Bidder

VOLTAIRE ENGINEERING, INC.

COMPLETED AND ON-GOING PROJECTS

Instagram @VOLTAIRELLC44

2/10/2025

PETER DELGADO

CSLB # 1120610 Class. A.B.

DIR # PW-LR-1001073453

1460 Cambridge AVE

Redlands CA 92374

909-747-8414

Email. voltairellc44@gmail.com

Project: RIO HONDO IMPROVEMENTS. Started 2/7/25 -on going

Contract Amount: \$437,518

Adan Ramirez- Tel 323-887-1462

Project Manager

ARamirez@montebelloca.gov

City of Montebello/Public Works Department

Project: Santa Ana River Trail Improvements. Start 9/9/24 COMPLETED 11/21/24

Contract Amount: \$232,037.00

David Hatch

Chief of Inspectors

DHatch@riversideca.gov

City of Riverside/Public Works Department

3900 Main Street

Riverside, CA 92501

Direct: 951-826-5723

Project: Berkshire Place Bridge over Flint Canyon Channel - Approach Barriers and Guard Rail: Start 8/5/24, completed 9/3/24

Contract Amount: \$278,826.00

Maged El-Rabaa, P.E.

City Engineer

Public Works Department

City of La Cañada Flintridge

One Civic Center Drive

La Cañada Flintridge, CA 91011

Office: (818) 790-8882, Ext 205 | E: cityengineer@lcf.ca.gov

Pasadena Unified School District- 100% Completed 7/25/24 as a Sub for Building Resources Inc.

Project Name: - **CAMPUS FIRE ALARM UPGRADES- Clearing & Grubbing of 25,000Sf of track, Remove & dispose of 462 tons of native soil. Import 560 Tons of Stabilized Decomposed Granite.**

Contract Amount: \$259,000 @VOLTAIRELLC44

Contact Person: Wendy Mojica, Project Director

Tel: 714-785-8195

Perris Elementary School District- 100% Completed 6/21/24 as a Sub for Building Resources Inc.

Project Name: - **CAMPUS FIRE ALARM UPGRADES- Demolition of 4 Modular buildings, Demo concrete, Demo asphalt, Over excavate and recompact.**

Contract Amount: \$221,000 @VOLTAIRELLC44

Contact Person: Wendy Mojica, Project Director

Tel: 714-785-8195

City of Inglewood 100% Completed 6/4/23 IG @VOLTAIRELLC44

Project Name: **“Vincent Park Soccer Field Parking Area Improvement Project”**

Contract Amount: \$198,049.88

Contact Person: Kenrick Sanderlin, Associate engineer

Email: ksanderlin@cityofinglewood.org

Tel: 310-412-5333

**City of Corona Slope Repair Project IG 100 % Complete 5/30/24
@VOLTAIRELLC44**

Contract Amount: \$478,759.02

Tel: Alan Zhang . Associate Engineer.

Office: 951-736-2236

Email: Alan.Zhang@coronaca.gov

City of Riverside 100% Complete 11/14/23 IG @VOLTAIRELLC44

Project Name: Rustin Ave sidewalk improvements

Contract Amount: \$158,258.00

Contact Person: David Hatch, Chief of Inspectors. Email: dhatch@riversideca.gov

Tel: 951-826-5723

City of Rancho Cucamonga 100% Complete 11/16/23 IG@VOLTAIRELLC44

Project Name: Arbor Substation improvements

Contract Amount: \$497,512.00

Contact Person: Trina Valdez,

Email: trina.valdez@cityofrc.us

Utilities Operations Supervisor

Tel: 909-774-4014

City of Inglewood 100% Completed 12/11/23 IG @VOLTAIRELLC44

Project Name: VINCENT PARK DECOMPOSED GRANITE PROJECT, CB-23-16

Contract Amount: \$190,800

Contact Person: Hung Nguyen-Hunter.

Email: hhunter@cityofinglewood.org

Tel: 310-412-5111

**County of Los Angeles Public Works 100% Complete. IG @VOLTAIRELLC44 as
Sub for HHJ**

Project Name: Nicholas Canyon State Beach

Contract Amount: \$360,000

Contact Person: Edward Kim, Project Manager

Tel: 818-335-3813

**BIDDER'S STATEMENT OF
PAST CONTRACT DISQUALIFICATIONS**

GLEN ARBOR DOG PARK IMPROVEMENTS
CITY PROJECT NO. 23-464/CIP 8273

The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing any contract for construction.

1. Have you ever been disqualified from any contract?

Yes _____ No

2. If yes, explain the circumstances:

N/A

Signature of Bidder

NON-COLLUSION AFFIDAVIT

GLEN ARBOR DOG PARK IMPROVEMENTS
CITY PROJECT NO. 23-464/CIP 8273

State of California)
)
County of SAN BERNARDINO) SS

I PETER DELGADO, being first duly sworn, deposes and says that he or she is CEO, CFO, SEC. of VOLTAIRE ENGINEERING, INC., the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone, to fix the bid price of the bidder or any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged the information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or any member or agent thereof to effectuate a collusive or sham bid.

Subscribed and sworn to before me this _____ day of _____, 20_.

By: Peter Delgado
CEO, CFO, SEC
Title

Notary Public

Date: 2-15-25

JURAT

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

State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 15th day of February,
2025 by Peter Delgado

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


Signature

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

BIDDER'S AGREEMENT

GLEN ARBOR DOG PARK IMPROVEMENTS
CITY PROJECT NO. 23-464/CIP 8273

The undersigned also agrees as follows:

FIRST: Execute the Contract and submit with the proposal in the sealed bid.

SECOND: Within **ten (10) calendar days** from the receipt of the Notice of Award of Contract, furnish to City, two (2) satisfactory bonds in the amounts specified in the Notice Inviting Bids guarantying the faithful performance of the work and payment of bills.

THIRD: To begin work within **ten (10) calendar days** after the date specified in the Notice to Proceed.

Accompanying this proposal is cash, a cashier's check, or a certified check of a bidder's bond for not less than ten percent (10%) of the total amount of the bid payable to City which is to be forfeited, as liquidated damages, if, in the event Contractor does not execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check, or bidder's bond is to be returned to the undersigned. Within fifteen (15) calendar days after award of this Contract, City will return the bidder's bond accompanying such proposal not considered in making the award. All other bidder's bonds will be held until the Contract has been finally executed; they will then be returned to the bidders whose proposals they accompany.


PETER DELGADO/VOLTAIRE ENGINEERING, INC.

BIDDER'S NAME

1460 CAMBRIDGE AVE REDLANDS CA 92374

BIDDER'S ADDRESS

IMPORTANT NOTICE: If bidder is a corporation, state legal name of corporation and names of the president, secretary, treasurer, and manager; if co-partnership, state true name of firm and names of all individual co-partners composing firm; or, if individual, state first and last names in full.

	CEO, CFO, SEC.	2-10-25
_____ Officer's Signature	_____ Title	_____ Date

	VP	2-10-25
_____ Officer's Signature	_____ Title	_____ Date

_____ Officer's Signature	_____ Title	_____ Date
------------------------------	----------------	---------------

Signature and title of the officer(s) set forth above shall be authorized to sign contracts on behalf of the corporation, co-partnership, or individual. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a Power of Attorney must be on file with City prior to or at time of bid opening; otherwise, the bid will be subject to rejection by City Council.

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Voltaire Engineering Inc

as Principal hereinafter called the Principal, and OLD REPUBLIC SURETY COMPANY
a corporation duly organized under the laws of the state of WI as Surety, hereinafter called the Surety,
are held and firmly bound unto City of Murrieta

as Obligee, hereinafter called the Obligee, in the sum of Ten percent of the amount of bid

Dollars (\$ 10%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Glen Arbor Dog Park Improvements
City Project No. 23-464 (CIP 8273)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of February, 2025

Witness

Voltaire Engineering Inc
Principal (Seal)

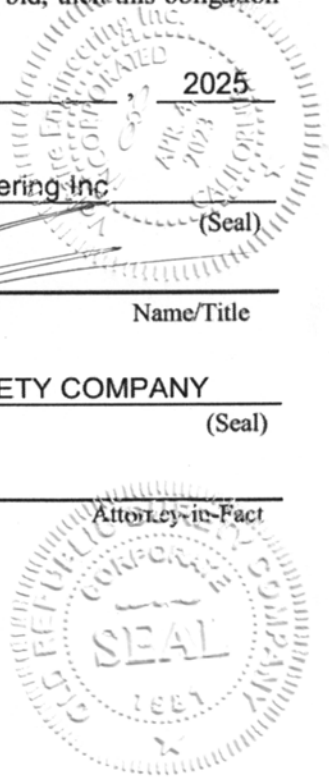
By: [Signature]
Name/Title

[Signature]
Witness

OLD REPUBLIC SURETY COMPANY
Surety (Seal)

By: [Signature]
Zach Stairwalt
Attorney-in-Fact

Conforms with The American Institute of Architects, A.I.A. Documents ORSC 21328 (5/97)





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Zach Stairwalt, Jessica Keefe, David Cisneros, Jeffrey Hohlbein, Wayne Gutches, LeLand Pfingstag,

Mark Sherwood, Scott Passamonte, Casie Newkirk of of Rocklin, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.


RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 6th day of November, 2024.


Assistant Secretary



OLD REPUBLIC SURETY COMPANY

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 6th day of November, 2024, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



31 2144

Signed and sealed at the City of Brookfield, WI this 7th day of February, 2025.

ORSC 22262 (3-06)


Assistant Secretary

Builders & Tradesmen's Ins Services

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Placer

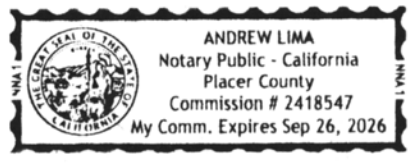
On Feb. 07th, 2025 before me, Andrew Lima, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Zach Stairwalt
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: BID BOND THE AMERICAN INSTITUTE OF ARCHITECTS AIA Document No. A310 (February, 1970 Edition) Bond # QMS30098361
Document Date: N/A Number of Pages: Two pages
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)
Signer's Name: [Crossed out] Signer's Name: [Crossed out]
 Corporate Officer - Title(s): [Crossed out] Corporate Officer - Title(s): [Crossed out]
 Partner - Limited General Partner - Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: [Crossed out] Other: [Crossed out]
Signer is Representing: [Crossed out] Signer is Representing: [Crossed out]



ACKNOWLEDGMENT

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

State of California
County of San Bernardino

On 2-15-2025 before me, Francisco Carpio, Notary Public
(insert name and title of the officer)

personally appeared Peter Delgado
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

[Handwritten Signature]
Signature

(Seal)



NON-COLLUSION AFFIDAVIT

GLEN ARBOR DOG PARK IMPROVEMENTS
CITY PROJECT NO. 23-464/CIP 8273

State of California)
)
County of SAN BERNARDINO) SS

I PETER DELGADO, being first duly sworn, deposes and says that he or she is CEO, CFO, SEC. of VOLTAIRE ENGINEERING, INC., the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone, to fix the bid price of the bidder or any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged the information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or any member or agent thereof to effectuate a collusive or sham bid.

Subscribed and sworn to before me this _____ day of _____, 20_.

By: Peter Delgado
CEO, CFO, SEC
Title

Notary Public

Date: 2-15-25

JURAT

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

State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 15th day of February,
2025 by Peter Delgado

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


Signature _____ (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.



CITY OF MURRIETA

City Council Meeting Agenda Report

3/18/2025
Agenda Item No. 9.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Matthew Henry, Chief of Police

PREPARED BY: Dawnn Jackson, Management Analyst - Administration

SUBJECT: Notice of Completion for the City of Murrieta Police Department Exterior Painting Project, CIP 21016

RECOMMENDATION

Accept as complete the improvements for the City of Murrieta Police Department Exterior Painting Project, Capital Improvement Project (CIP) No. 21016;

Authorize the transfer of \$109,725 in savings to CIP No. 21036, Traffic Bureau Improvement Project; and

Direct the City Clerk to record a Notice of Completion, close CIP No. 21016, and release bonds in accordance with state law and city ordinances.

PRIOR ACTION/VOTE

On June 4, 2024, the City Council approved Resolution No. 24-4745, adopting the City's Capital Improvement Plan budget for Fiscal Years 2024/25 to 2028/29, which included funding for CIP No. 21016 (Vote: 5-0).

On December 3, 2024, the City Council approved an agreement with Mariscal Painting Inc. to paint the exterior of the City of Murrieta Police Station (Vote: 5-0).

CITY COUNCIL GOAL

Provide a high level of innovative public safety.

BACKGROUND

On December 3, 2024, the City entered into an agreement with Mariscal Painting, Inc. to paint the exterior of the Police Station, CIP No. 21016, for a total of \$78,500, with an additional 15% contingency.

During the course of the project, additional services were required, resulting in two change orders totaling \$7,261.25, for painting several metal gates, the trash enclosure, and some of the back parking lot solar system support poles. This additional cost was within the 15% contingency.

Mariscal Painting, Inc. has invoiced the city for a total of \$90,275. The final payment to Mariscal Painting, Inc. for the five percent retention is expected to be \$4,513.75.

<u>Invoice#1</u>	<u>\$85,761.25</u>
Total Payment Amount to Date	\$85,761.25
5% Retention Withheld:	
<u>Invoice#1</u>	<u>\$4,513.75</u>
Total Retention Payments	\$4,513.75

Staff inspected the improvements and found them to be satisfactory, and recommends formal acceptance by the City Council of the project as complete.

FISCAL IMPACT

The total cost for CIP No. 21016 is \$90,275.00, which is within the \$200,000 budget provided for this project.

Staff recommends that the City Council transfer the cost savings of \$109,725, from this completed project, CIP No. 21036 for the Traffic Bureau Improvement Project.

ATTACHMENTS

1. Notice of Completion - CIP No. 21016: City of Murrieta Police Department Exterior Painting Project

RECORDING REQUESTED BY: CITY OF MURRIETA

When recorded return to:

City of Murrieta
Attn: City Clerk
1 Town Square
Murrieta, CA 92562

Space above for Recorder's Use

NOTICE OF COMPLETION

Construction of

CITY OF MURRIETA POLICE DEPARTMENT EXTERIOR PAINTING PROJECT, CIP NO.
21016

Notice is hereby given that:

No Fee Per Government Code 27383

- 1) The undersigned is owner of the interest or estate stated below in the property hereinafter described.
- 2) The full name of the undersigned is City of Murrieta, a municipal corporation.
- 3) The full address of the undersigned is 1 Town Square, Murrieta, CA 92562.
- 4) The nature of the title of the undersigned is: Exterior Painting.
- 5) A work of improvement on the described property was substantially completed on February 7, 2025.
- 6) The name of the contractor for such work of improvement is Mariscal Painting, Inc.
- 7) The property on which said work of improvement was completed is in the City of Murrieta, County of Riverside, State of California, and is described as follows: City Capital Improvement Plan #21016, Murrieta Police Station, APN 906-080-061.
- 8) The street address of said project is 2 Town Square, Murrieta, California 92562.

CITY OF MURRIETA

Jeremy Durrant, Police Captain

VERIFICATION OF CITY CLERK

I, the undersigned, say:

I am the City Clerk of the City of Murrieta; the City Council of said City on _____, 20____, accepted the above described work as completed and ordered that a Notice of Completion be filed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____, at Murrieta, California.

CITY OF MURRIETA

Cristal McDonald, City Clerk



CITY OF MURRIETA

City Council Meeting Agenda

Report

3/18/2025
Agenda Item No. 10.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bob Moehling, Public Works Director

PREPARED BY: Garrett Strang, Civil Engineering Assistant

SUBJECT: Engineering and Environmental Design Consulting Services for the Menifee Road Improvements Project, CIP No. 13030

RECOMMENDATION

Approve a Purchase Order amendment with Michael Baker International in the amount of \$111,306, increasing the original amount from \$258,594 to \$369,900, for additional engineering and environmental design consulting services for the Menifee Road Improvements Project, Capital Improvement Plan (CIP) No. 13030; and

Amend the Fiscal Year 2024/25 CIP by establishing an appropriation of \$150,000, into CIP No. 13030, from the Gas Tax Fund unassigned fund balance.

PRIOR ACTION/VOTE

On April 18, 2023, the City Council approved a purchase order with Michael Baker International in the amount of \$258,594 for engineering design consulting services for the Menifee Road Improvement Project, CIP No. 13030 (Vote 5-0).

On June 20, 2023, the City Council authorized and executed an on-call agreement with Michael Baker International to provide services for various Capital Improvement Projects (Vote 4-0).

On June 4, 2024, the City Council approved Resolution No. 24-4745, approving the Capital Improvement Plan Budget for Fiscal Year 2024/25, and the Fiscal Year 2024/25 to 2028/29 Capital Improvement Plan, which included the Menifee Road Improvements Project, CIP No. 13030 (Vote 5-0).

CITY COUNCIL GOAL

Plan, program and create infrastructure development.

BACKGROUND

On April 18, 2023, the City Council approved an agreement* with Michael Baker International (MBI) for

environmental and engineering design services necessary to construct Menifee Road between Clinton Keith Road and Los Alamos Road. Currently, Menifee Road is a 400-foot stretch of unpaved road. The purpose of this street improvement is to connect Clinton Keith Road and Los Alamos Road with a paved road which will improve traffic circulation, create a safe path of travel, improve emergency response, and significantly reduce the ongoing maintenance associated with maintaining and repairing a dirt road after a major rain event.

The following tasks are included in MBI's previously approved base scope of work:

- Research and investigation;
- Survey and control;
- Environmental exemption and limited technical studies;
- Geotechnical investigation;
- Hydrology and hydraulic study;
- Vertical and horizontal alignment design;
- National Pollutant Discharge Elimination System (NPDES) compliance;
- Final improvement plans (in addition to 30%, 60% and 90% submissions);
- Project specifications, cost estimate, and project management;
- Legal descriptions and plats; and
- Add Alternate: Initial Study/ Mitigated Negative Declaration (IS/MND)**

***Please note that the Add Alternate scope for Initial Study/Mitigated Negative Declaration (IS/MND) was contingent on the outcome of the Environmental Exemption.*

After preliminary environmental and design tasks commenced, the design consultant uncovered several concerns that will require additional services. These concerns include:

- The property adjacent to Menifee Road on the west side (APN 900-030-037) is owned by the Riverside Conservation Authority (RCA) and designated as conservation land. The current alignment of the road runs across the RCA property;
- The Jurisdictional Delineation Analysis discovered riverine resources that will require regulatory agency permitting; and
- The project lies within a Multiple Species Habitat Conservation Plan (MSHCP) Criteria Cell. The subject portion of Menifee Road is not listed as a covered roadway within the MSHCP.

MBI has proposed a scope amendment to address the additional environmental needs associated with the aforementioned concerns. The following is a summary of the tasks included in MBI's amendment:

- MSHCP Minor Amendment;
- Focused Burrowing Owl survey and report;
- Special status plant surveys and report;
- Resource agency coordination;
- Wildlife crossing design concepts;
- Additional support for MSHCP consistency analysis;
- Determination of Biologically Equivalent or Superior Preservation (DBESP);
- Joint Project Review application (JPR);
- Crotch's Bumble Bee Survey and Report;
- Regulatory resource agency coordination and permits; and
- Additional hydrology/hydraulic studies and revisions to vertical/horizontal alignment.

FISCAL IMPACT

The total fiscal impact for the Engineering and Environmental Design Consulting Services is \$369,900. The

proposed Amendment to Purchase Order 3635 increases the amount by \$111,306, bringing the total amount to \$369,900. Staff recommends amending the Fiscal Year 2024/25 Capital Improvement Plan by establishing an appropriation of \$150,000, into CIP No. 13030 from the Gas Tax Fund unassigned fund balance.

ATTACHMENTS

1. Michael Baker International's Proposal for Additional Engineering and Environmental Design Services - Menifee Road Improvements
2. Vicinity Map and ROW Map

* For a copy of the original agreement, please contact the City Clerk Department at CityClerk@MurrietaCA.gov.

Baker JN: 195869
Request No.: AWR-03
Date: November 12, 2024

ADDITIONAL WORK REQUEST SUMMARY

Client: City of Murrieta

Project Name: Menifee Road

Summary of Additional Work: Biological Resources Services and Additional Work

As requested, this scope provides the requisite tasks needed for the project to amend and ensure consistency with the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP). During the Western Riverside County Regional Conservation Authority and Wildlife Agencies (RCA/WA) Monthly Meeting in July, it was determined that the project would require a Minor Amendment and focused studies for MSHCP Survey Area species for coverage under the MSHCP. Additionally, during the meeting, the RCA/WA suggested the City consider wildlife movement across Menifee Road; therefore this scope includes preparation of conceptual vertical and horizontal alignments for a modified culvert under the proposed Menifee Road. The culvert will also facilitate the drainage flows and will be included in the stormwater and hydraulic reports. Regulatory permitting tasks have also been incorporated into this scope. It is assumed that no supplemental topography is needed at this time. We have yet to determine if the proposed project will fall under a Categorical Exemption (CE) as items that may trigger an ISMND (Task 15 from the original scope) are:

- Impacts and mitigation to replace MSHCP Conservation lands
- Habitat present for Crotch's Bumblebee that may require mitigation and replacement
- Mitigation for impacts on MSHCP riparian/riverine resources and aquatic resources

Tasks 6, 7, and 9 will identify if the resources listed above are present, level of impact, and whether or not mitigation is triggered under CEQA. If mitigation is required MBI will move forward with the ISMND and then Regulatory Permitting under Task 10 (hereon). If mitigation is not required, MBI will continue with the CE and obtain Regulatory Permitting.

TASK 1 **MSHCP MINOR AMENDMENT NOTIFICATION**

A notification letter for a proposed Minor Amendment to the MSHCP will be prepared for the City to submit to the U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) also known as the Wildlife Agencies. The notification letter will include a description of the Minor Amendment, the reason for the amendment, and an analysis of the environmental effects including any impacts to the conservation of Covered Species. The analysis will describe why the environmental effects: 1) are not significantly different from, and are biologically equivalent to, the terms in the MSHCP as originally adopted, 2) substantially conform to the terms in the MSHCP as originally adopted; and 3) will not significantly reduce the ability to acquire any Additional Reserve Lands.

Assumptions and Exclusions: This task assumes the City will identify and provide the precise electronic boundaries (GIS shapefiles) of the reduced right-of-way for Los Alamos Road needed for the Minor Amendment. This task includes the preparation and submittal of the MSHCP Minor Amendment Notification and one revision of the Minor Amendment should the Wildlife Agencies provide comments on the initial submittal. Coordination with the RCA/WAs to facilitate the MSHCP Minor Amendment is included under Task 4.

Deliverable: One draft and one final MSHCP Minor Amendment Notification letter submitted electronically in Microsoft Word and PDF format will be submitted to the City. If the Wildlife Agencies provided comments on the MSHCP Minor Amendment Notification letter, Michael Baker will provide a revised notification letter.

TASK 2 **FOCUSED BURROWING OWL SURVEY AND REPORT**

Suitable habitat for burrowing owl was determined to be present on the project site during the habitat assessment conducted under the original Task Order. Michael Baker qualified biologists will conduct Step II (Locating Burrows and Burrowing Owls) of the MSHCP Burrowing Owl Survey Instructions (RCA 2006). The two-part method is as follows:

- **Step II – Part A (Focused Burrow Survey):** A systematic survey for potentially suitable burrows, burrow complexes, or man-made features (e.g., debris piles) that could be used by burrowing owl as nest structures will be conducted on foot. All potentially suitable burrow features will be mapped, including GPS coordinates. Burrows encountered will be examined for shape, scat, pellets, white-wash, feathers, tracks, and prey remains. The location of suitable habitat, potential burrows, sign, and burrowing owls observed will be recorded and mapped with a hand-held GPS unit. Methods to detect presence of burrowing owls include direct observation, aural detection, and signs of presence. Where feasible, the focused burrow survey will be combined with a site visit in Step II – Part B (below). This has been incorporated into the project's cost.
- **Step II – Part B (Focused Burrowing Owl Survey):** Four visits will be conducted on four separate days during the breeding season (March 1 through August 31). Surveys

will be conducted from one hour before sunrise to two hours after sunrise or two hours before sunset to one hour after sunset.

All surveys will be conducted during weather conditions conducive to observing burrowing owls outside of their burrows (i.e., not during rain, high winds [> 20 mph], dense fog, or temperatures exceeding 90°F). Walking transects will be spaced approximately 33 feet apart or less to ensure 100% visual coverage of all areas. The survey area will include the project site and a 500-foot buffer, as legally accessible to Michael Baker. Binoculars will be used in areas that are inaccessible on foot, with more complete, thorough coverage within the proposed project site.

Areas providing potential habitat for burrowing owls will be surveyed for suitable burrows, consisting of natural and man-made substrates in areas with low, open vegetation within the project site. All burrow features encountered will be examined for shape, scat, pellets, white-wash, feathers, tracks, and prey remains. The location of all suitable burrowing owl habitat, potential owl burrows, burrowing owl sign, and any owls observed will be recorded and mapped with a hand-held GPS unit. Methods to detect presence of burrowing owls include direct observation, aural detection, and signs of presence.

Following the completion of the final survey, a letter report will be prepared that includes a summary of the methods, conditions, and results of the surveys. Site photographs taken during the field survey and figures will be included in the report to further enhance written text and visually identify specific biological information as it relates to the project site. This task includes time for GIS analysis to support the preparation of up to two figures.

Assumptions and Exclusions: This task assumes that potentially suitable burrow habitat for burrowing owl occurs on-site, requiring completion of four site visits in accordance with protocols provided in the MSHCP Burrowing Owl Survey Instructions. The site visit for Step I and Step II will be conducted on the same day. If after completion of the first survey no burrow habitat is found, the remaining 3 surveys under Step II would not be required. This task assumes that the City will provide full access to the project site, as well as keys to locked gates and advance notice to existing property tenants of our right of entry. This task also assumes one round of review/revisions of the draft burrowing owl survey report by the City before accepted as final.

Deliverables: One draft and one final Focused Burrowing Owl Survey Report submitted to the City electronically in Microsoft Word and PDF formats.

TASK 3 FOCUSED SPECIAL-STATUS PLANT SURVEY AND REPORT

Based on the habitat assessment conducted under the original Task Order and feedback from the RCA/WAs that the project is not a covered activity, Michael Baker botanists will conduct focused botanical surveys to document the presence and location(s) of narrow endemic plant species and criteria area plant species individuals and/or populations (if present) on the project site and surrounding 100-foot buffer, as legally accessible to Michael Baker. Table 1 summarizes the extent, survey area type, focal species, and bloom periods at the project site for the Narrow

Endemic Plant Species and Criteria Area Plant Species, as defined in the Western Riverside County MSHCP.

TABLE 1: Summary of Special-Status Plant Survey Area Species

Survey Area Type *	Focal Species	Bloom period
Narrow Endemic Plant Species	many-stemmed dudleya Wright’s trichocoronis	April – July May – September
Criteria Area Plant Species	Davidson’s saltscale thread-leaved brodiaea smooth tarplant round leaved filaree	April – October March – June April – September March – May

The survey will be conducted consistent with guidelines provided by the California Native Plant Society¹, U.S. Fish and Wildlife Service², and California Department of Fish and Wildlife³. The survey will be floristic in nature and species will be identified to the taxonomic level necessary to determine rarity and listing status. It is anticipated that three separate field visits will be conducted, one in March, May, and late-June 2025.

Prior to conducting the survey, Michael Baker botanists will also conduct a review of known reference sites to determine whether the target species are identifiable at the time of the survey and to obtain a visual image of the target species, associated habitat, and associated natural community. Each survey area will then be assessed systematically on foot by walking transects that will vary between approximately 10 and 50 feet apart depending on plant density and visibility to allow for 100 percent coverage necessary to inventory plant species.

Once the final survey is complete, Michael Baker will prepare a letter report using information gathered from the results of the focused plant survey. The letter report will include documentation and mapping of special-status plant species that are observed (if any). If special-status plants are discovered, Michael Baker will complete and submit to the CNDDDB California Native Species Field Survey Form(s), accompanied by a copy of the relevant portion of a 7.5-minute topographic map showing the occurrence mapped. Although an impact analysis in compliance with CEQA and the Western Riverside MSHCP will not be conducted, the report will provide recommendations for avoidance and minimization to reduce potential impacts to special-status plant species if detected.

¹ California Native Plant Society. 2001. CNPS Botanical Survey Guidelines. December 9, 1983. Revised June 2, 2001.

² U.S. Fish and Wildlife Service. 2000. Guidelines for Conducting and Reporting Botanical Inventories for Federally Listed, Proposed, and Candidate Plants. January.

³ California Department of Fish and Wildlife. 2018. Protocols for Surveying and Evaluating Impacts to Special-Status Native Populations and Natural Communities. March 20, 2018. Available online at <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=18959&inline>.

Assumptions and Exclusions: This task assumes three field surveys will be conducted (including one for the reference site) and that the City will provide full access to the project sites and surrounding vicinity (to the extent practicable). The client will also provide keys to locked gates and advance notice to existing property tenants of Michael Baker's right of entry. This task also assumes one round of review/revisions to the draft report before accepted as final.

Deliverables: One draft and one final Focused Special-Status Plant Survey Report submitted to the City for review electronically in Microsoft Word and PDF formats.

TASK 4 RESOURCE AGENCY COORDINATION

Our team anticipates up to 24 hours will be necessary for coordination with the RCA/WAs to review and process the MSHCP Minor Amendment request, Determination of Biologically Equivalent or Superior Preservation (DBESP; Task 7), and Joint Project Review. Coordination will occur via email correspondence with the resource agencies, phone calls, and up to four (4) virtual conference calls. This task includes a brief meeting with the City prior to any meeting with the resource agencies. It also includes four hours for GIS to prepare figures or shapefiles that may be necessary to present to the RCA and Wildlife Agencies.

Assumptions and Exclusions: As the permittee, the City will be responsible for submitting a written request to the RCA to appear on the agenda of a Wildlife Agency meeting and correspondence with the RCA.

Deliverables: Illustrative figures to present to the RCA and Wildlife Agencies during review meetings.

TASK 5 WILDLIFE CROSSING RESEARCH AND DESIGN

The proposed project was initially presented as a limited road paving effort that would not result in an increase to width/capacity in order to ensure public safety while streamlining the MSHCP consistency analysis. Due to recent design considerations, project impacts are now anticipated to extend beyond the existing and maintained right-of-way into adjacent conserved lands identified in the MSHCP (Core Area). The project footprint now overlaps with a Core Area and must comply with the MSHCP guidelines in Section 7.5.2 (Guidelines for Construction of Wildlife Crossings) of the Plan. A Michael Baker biologist will work internally with project engineers to provide and define the MSHCP guidelines and considerations that need to be incorporated into the project design, including latest scientific data and research available from the resource agencies and other scientific literature. The biologist will also help the City facilitate discussions with the RCA and Wildlife Agencies (under Task 4) to ensure the proposed design is consistent with the MSHCP. Up to three (3) conceptual designs will be submitted to the City based on feedback from the RCA/WAs.

Assumptions and Exclusions: This task assumes attendance at up to three (3) conceptual designs and meetings requiring up to 20-person hours for research, preparation, and assistance with project design considerations.

Deliverables: No deliverable is associated with this task.

TASK 6 ADDED-ON SUPPORT FOR THE HABITAT ASSESSMENT AND MSHCP CONSISTENCY ANALYSIS

The original Task Order for the proposed project included the Biological Resources Habitat Assessment and MSHCP Consistency Analysis. Based on the discussions with the resource agencies, the draft Habitat Assessment and MSHCP Consistency Analysis Report will be updated with the findings of the focused studies in Task 2, 3 and 9, a revised impact analysis to MSHCP species, and incorporate the results of the coordination with the RCA/WAs on the MSHCP Minor Amendment (Task 4). In addition, as requested by the CDFW, Michael Baker will analyze the potential habitat and impact to Crotch's bumble bee (*Bombus crotchii*), a species that is a candidate for protection under the California Endangered Species Act and not currently analyzed in the MSHCP as a Covered Species. Results of the habitat suitability and impact assessment will be incorporated into the report.

Assumptions and Exclusions: This task assumes the RCA and Wildlife Agencies will approve the MSHCP Minor Amendment (Task 4) for Menifee Road Paving and the project will be considered an MSHCP Covered Activity.

Deliverables: One draft and one final Habitat Assessment and MSHCP Consistency Analysis submitted to the City for review electronically in Microsoft Word and PDF formats.

TASK 7 DETERMINATION OF BIOLOGICALLY EQUIVALENT OR SUPERIOR PRESERVATION REPORT

Since the proposed project now has the potential to potentially impact riparian/riverine resources, special-status plants, and/or burrowing owl, a DBESP will be required to comply with the MSHCP. The DBESP Report will be prepared and submitted to the RCA and Wildlife Agencies for review and approval. The DBESP Report will be prepared in accordance with the RCA's most recent DBESP template and will include the following:

- Definition of the project area
- A written project description, demonstrating why an avoidance alternative is not feasible
- A written description of biological information available for the project site including the results of resource mapping
- Quantification of unavoidable impacts to riparian/riverine areas, vernal pools, burrowing owl, or other MSHCP-covered resources associated with the project, including direct and indirect effects

- A written description of project design features and mitigation measures that reduce indirect effects, such as edge treatments, landscaping, elevation difference, minimization, and/or compensation through restoration or enhancement:
 - Compensatory mitigation measures developed during the pre-application meetings with the RCA, USACE, RWQCB, CDFW, and USFWS will be used to offset impacts as appropriate.

- A finding demonstrating that although the proposed project would not avoid impacts, with proposed design and compensation measures, the proposed project would be biologically equivalent or superior to that which would occur under an avoidance alternative without these measures, based on one or more of the following factors:
 - Effects on Conserved Habitats
 - Effects on the riparian/riverine species listed in MSHCP Section 6.1.2
 - Effects on riparian Linkages and function of the MSHCP Conservation Area

This task includes GIS staff time to analyze and create the figures or exhibits, which will be prepared on an aerial photograph base at a scale of 1:2,400 (1 inch = 200 feet) and time for coordination with the wildlife agencies.

Assumptions and Exclusions: This report will be included in the Joint Project Review (JPR; Task 8) submittal package. Submittal of the report to the RCA will trigger the start of a 10-day (business day) review. Once the RCA concurs with those findings, they will forward the report to the Wildlife Agencies which will trigger the start of their 60-day review period. Four hours have been included in this scope for RCA and wildlife agency coordination that may be necessary if they provide additional comments. This task also assumes one round of review/revisions to the draft report before submittal to the RCA/Wildlife Agencies and a second round of review/revisions to the draft report before submitting the final DBESP to the RCA/Wildlife Agencies for their review and concurrence.

Deliverables: One draft and one final Determination of Biological Equivalent or Superior Preservation Report submitted to the City electronically in Microsoft Word and PDF formats.

TASK 8 JOINT PROJECT REVIEW APPLICATION

The application package for a Joint Project Review (JPR) will be prepared for submittal to the RCA and Wildlife Agencies. The application will be prepared using the data from the Habitat Evaluation and MSHCP Consistency Analysis, focused surveys (Task 2 and 3), DBESP (Task 7), and GIS shapefiles.

Assumptions and Exclusions: Michael Baker will submit the JPR package to the City for review and approval. As the permittee, the City will be responsible for submitting the JPR package to the RCA. Submittal of the JPR package will trigger the start of a 14-calendar day review by the RCA. Once the RCA concurs with the JPR, they will forward the package to the Wildlife Agencies which

will trigger the start of their 10-day review period. This task also assumes one round of review/revisions to the draft JPR package before submittal to the RCA/Wildlife Agencies and a second round of review/revisions to the draft report before submitting the final DBESP to the RCA/Wildlife Agencies for their review and concurrence.

Deliverable: One draft and one final JPR application will be submitted to the City.

OPTIONAL TASK 9 CROTCH'S BUMBLE BEE HABITAT EVALUATION **MEMORANDUM**

Based on initial feedback from the CDFW, there is a potential that focused surveys will be necessary for the Crotch's bumble bee on the project site. The CDFW's Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species document that was issued June 6, 2023 will be used for evaluating the presence of the species. Unfortunately, there are no definitive survey methods provided though references to the California Bee Atlas and Rusty Patch Bumble Bee protocols. Therefore, close coordination with the CDFW is required to conduct these focused survey efforts. Other key considerations include the preferred survey windows as occurring between April and August, and that the CDFW considers Crotch's bumble bee survey results only valid for one year following completion. As a result, Michael Baker recommends documenting the results of a comprehensive habitat evaluation to support resource agency coordination as part of Task 4 and updates to the Habitat Assessment and MSHCP Consistency Analysis Report as part of Task 6.

A Michael Baker biologist will review reliable historical and current occurrence records for Crotch's bumble bee, including but not limited to, the California Natural Diversity Database (CNDDDB) and the Bumble bees of North America occurrence database, and citizen science data platforms such as iNaturalist and Bumble Bee Watch. A memorandum will be prepared summarizing the data review and vegetation mapping of areas providing suitable foraging, nesting, and/or overwintering resources for Crotch's bumble bee.

Assumptions and Exclusions: The results and impacts of the memorandum will be integrated directly into the Habitat Assessment report (Task 6). Based on CDFW Survey Considerations, Crotch's Bumble Bee can move from site to site across years, therefore a negative result in one year, does not mean the species would not be present in a subsequent year. The memorandum prepared under this task will inform the City, consulting team, and CDFW of the potential for the species to occur on the project site, and help the project team to determine if focused surveys will be necessary, if the species should be assumed present, and potential mitigation or permitting that may be necessary.

Deliverables: One draft and one final memorandum of the Crotch's Bumble Bee habitat assessment.

TASK 10 REGULATORY PERMITTING

Michael Baker will complete the following tasks as the project will impact mapped jurisdictional aquatic resources. This task replaces OPTIONAL TASK 3 in AWR-2.

TASK 10A RWQCB WASTE DISCHARGE REQUIREMENTS

Impacts to non-federal waters of the State are permitted through Waste Discharge Requirements (WDRs) under the Porter-Cologne Water Quality Control Act. A written request for a WDR will be submitted to the RWQCB, San Diego Region. The WDR request generally includes the following items:

- A completed application form;
- A detailed project description;
- A description of project impacts;
- A description of best management practices provided by the applicant to avoid erosion and sedimentation or discharge of materials into stormwater, both during construction and long-term project operation;
- A discussion of the approvals being obtained from other federal, state, and local agencies
- The project CEQA document;
- An alternatives analysis;
- Application fee assessed using the RWQCB schedule (to be assessed by Michael Baker and provided by the applicant).

Under the new State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State, the RWQCB requires that a request for pre-application meeting be submitted 30 days prior to submitting the application. Michael Baker will submit the request by email and facilitate the pre-application meeting, which is typically held online via Zoom or Microsoft Teams. Pursuant to the State Permit Streamlining Act, the RWQCB has 30 days following receipt of the application to deem it complete or request additional information. Following a determination that the application is complete, the RWQCB has an additional 60 days to issue the permit.

Assumptions: This task includes one impact analysis of the proposed project's development footprint (at least 30% engineering design) and one round of review/revisions on the draft application package before accepted as final. A reasonable range of alternatives will be provided to Michael Baker in order to prepare the alternatives analysis. Compensatory mitigation options will be provided to Michael Baker if deemed necessary. The application package will be finalized based upon one round of comments.

Deliverables: One draft and one final Waste Discharge Requirement application package. Submittal to the RWQCB will be made by Michael Baker through email/RWQCB ftp site.

TASK 10B CDFW STREAMBED ALTERATION AGREEMENT

Michael Baker will prepare the SAA application for submittal to CDFW (Inland Deserts, Region 6) to request authorization to temporarily and permanently impact Waters of the State associated with construction of the roadway. The SAA request generally includes the following items:

- A completed application form;
- A detailed project description;
- A description of project impacts;
- A discussion of the approvals and certifications being obtained from other federal, state, and local agencies;
- The project CEQA document;
- The SAA application fee using the 2025 fee schedule (to be assessed by Michael Baker and provided by the Applicant).

CDFW is a state agency; therefore, under the state Permit Streamlining Act, when the term of the requested agreement is 5 years or less, CDFW has 30 days following receipt of the 1602 application to deem an application complete or request additional information. Following a determination that the application is complete, CDFW has an additional 60 days to issue the draft 1602 SAA for review/signature by the Applicant.

Assumptions: This task includes one impact analysis of the proposed project's development footprint (at least 30% engineering design) and one round of review/revisions to the draft report before accepted as final.

Deliverables: One draft and one final 1602 Streambed Alteration Agreement application package. Compensatory mitigation options will be provided to Michael Baker if deemed necessary. The application and supporting materials will be uploaded by Michael Baker using the CDFW EPIMS online system.

TASK 10C USACE APPROVED JURISDICTIONAL DETERMINATION

This task includes the preparation of an Approved Jurisdictional Determination (USACE concurrence). The determination is the USACE's formal approval, which locks in jurisdictional and/or non-jurisdictional findings for up to five (5) years. This is an optional task that will be required if it is determined that the project will result in impacts to jurisdictional aquatic resources.

Michael Baker shall use the Streamflow Duration Flow Method (SDAM) to classify project aquatic features to support the regulatory permit processing with the USACE. SDAMs are rapid field assessment methods that use hydrological, geomorphological, and/or biological indicators, observable in a single site visit, to classify streamflow duration as perennial, intermittent, or ephemeral at the reach scale.

Michael Baker shall use the current Field Form for the beta Arid West SDAM, dated December 2020. Site photographs and GPS points shall also be gathered during the site reconnaissance.

Upon completion of the field assessment, Michael Baker shall prepare a technical memorandum that identifies the stream flow duration of the given study areas. The memorandum shall include backup data from the literatures review as well as site reconnaissance.

Assumptions and Exclusions: This task assumes one (1) round of reviews/revisions to the draft Approved Jurisdictional Determination before accepted as final. This task assumes Michael Baker will submit the Approved Jurisdictional Determination request to the USACE via email and provide as-needed assistance to support the USACE with their determination.

Deliverables: One draft and one final Approved Jurisdictional Determination will be submitted electronically in Microsoft Word and PDF formats.

TASK 10D PERMIT TRACKING AND RESOURCE AGENCY COORDINATION

Once the application packages are submitted, the status of AJD and applications will be coordinated with the USACE, RWQCB, and CDFW throughout processing to ensure that any potential issues are communicated to the City and resolved at the earliest possible opportunity. This critical coordination may include telephone, email, or written correspondence, or meetings with the agencies. This task includes one site visit with regulatory agency staff and the applicant, if requested by the agencies.

Deliverables: Digital copies of all agency correspondence, including emails, phone log, and meeting minutes associated with regulatory permitting consultations.

TASK 11 ADDITIONAL WORK TO EXISTING SCOPE

Original Task 5 Hydrology and Hydraulic

Michael Baker shall add hydraulic capacity of the proposed culvert in addition to the existing culvert. The relevant tributary area to the new culvert will be investigated to see if there are any concerns. Michael Baker will discuss hydraulic concerns, if any, related to the proposed design with the City.

Original Task 6 Vertical Alignment Design

Michael Baker shall redesign the preliminary vertical alignment to provide enough cover over the proposed culvert.

Original Task 7 Horizontal Alignment Design

Michael Baker shall use the redesigned vertical alignment to update the horizontal alignment. With the addition of the culvert, the roadway will be slightly elevated. This elevation will cause the daylight line to exceed the existing requested considered right of way.

Updates to the Right of Way (ROW) and Temporary Construction Easement (TCE) Areas Exhibit will be made based on the findings.

Exclusions

Consulting services relating to any of the following tasks may be completed by consultant if negotiated under a separate contract for an additional fee; but are presently specifically excluded from this Agreement:

1. Any other services not specifically set forth in the above Scope of Services

Estimated Fee for Additional Work:

<u>ITEM</u>	<u>WORK TASK</u>	<u>FEE</u>
Task 1	MSHCP Minor Amendment.....	\$8,320
Task 2	Focused Burrowing Owl Survey and Report	\$11,598
	ODCs.....	\$764
Task 3	Special Status Plant Surveys and Report	\$12,774
	ODCs.....	\$573
Task 4	Resource Agency Coordination	\$4,980
Task 5	Wildlife Crossing Design Concepts	\$2,902
Task 6	Additional Support for MSHCP Consistency Analysis	\$4,876
Task 7	Determination of Biologically Equivalent or Superior Preservation Report	\$10,552
Task 8	Joint Project Review Application	\$1,845
Task 9	Crotch's Bumble Bee Survey and Report (Optional)	\$2,512
	ODCs.....	\$191
Task 10a	RWQCB Waste Discharge Requirements.....	10,542
Task 10b	CDFW Streambed Alteration Agreement.....	\$7,182
Task 10c	USACE Approved JD.....	\$7,182
Task 10d	Permit Processing and Coordination.....	\$11,972
	ODCs	\$81
Task 11	Additional Work to Existing Scope	\$12,460
	Original Task 5 – Hydrology & Hydraulic Study	\$4,594
	Original Task 6 – Vertical Alignment.....	\$5,244
	Original Task 7 – Horizontal Alignment.....	\$2,622
TOTAL FEES		\$111,306

** This scope of work will be completed on a time-and-materials, not-to-exceed basis and will not exceed the estimated budget unless prior consent is obtained. All work will be invoiced on a monthly basis. Should the total of the monthly billings reach eighty percent (80%) of the budget amount, Client and Michael Baker will review the status of the work to determine the need for an increase in the budget amount, and whether additional budget authorization to complete the project is appropriate.

The fees proposed herein shall apply until 12/31/2025. Michael Baker International reserves the right to increase those portions of the contract fee for which work must continue after 12/31/2025. Table 2 provides a breakdown of costs per task included in the Scope of Work.

Prepared By:

Lonnie Druliner
Michael Baker International Inc.
Department Manager Public Works/Transportation

Date:

Authorized By:

City of Murrieta
Name
Title

Date:



AWR 3 - Biological Resources Services and Additional Work

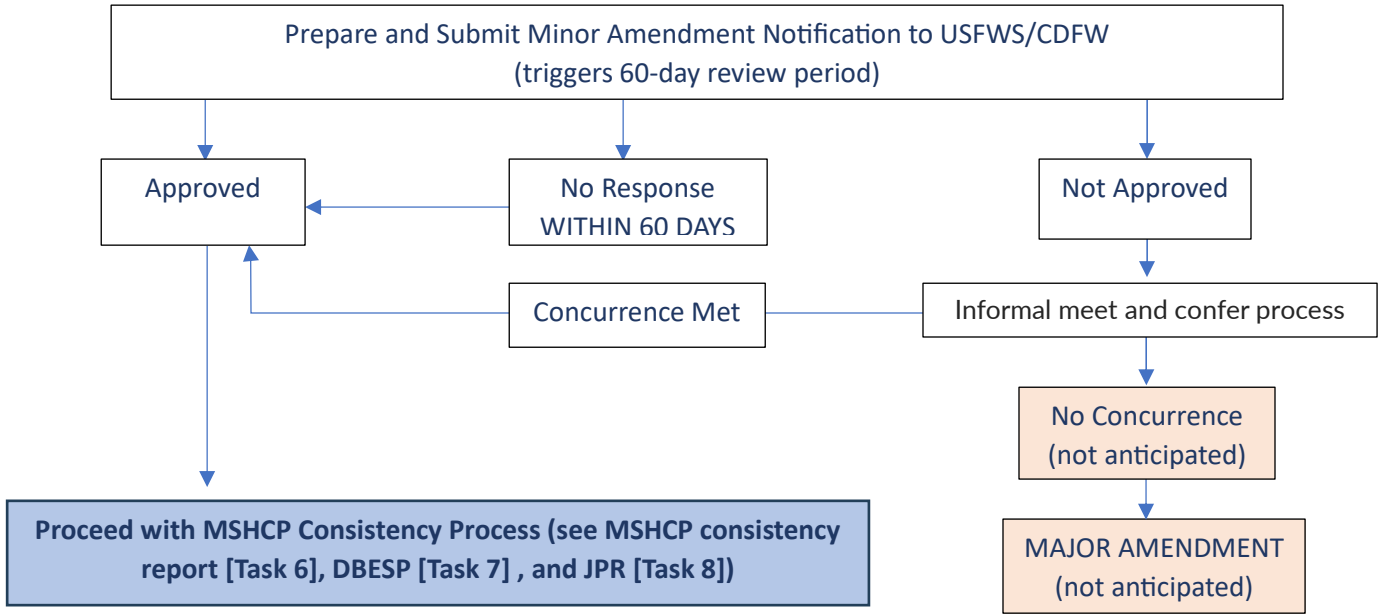


	Department Manager	Technical Manager	Biologist I	Restoration Ecologist	Restoration Ecologist	Technical Editor	Biologist II	Technical Manager	Regulatory Analyst	Regulatory Specialist	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Total Hours	Total Cost
Bill Rate:	\$284	\$200	\$100	\$144	\$161	\$116	\$139	\$223	\$105	\$168	\$237	\$200	\$179	\$146		
1 — MSHCP Minor Amendment	2	30	0	0	8	4	0	0	0	0	0	0	0	0	44	\$8,320
2 — Focused Burrowing Owl Survey and Report	2	30	36	0	6	4	0	0	0	0	0	0	0	0	78	\$11,598
3 — Special-Status Plant Surveys and Report	2	0	0	48	30	4	0	0	0	0	0	0	0	0	84	\$12,774
4 — Resource Agency Coordination	4	16	0	0	4	0	0	0	0	0	0	0	0	0	24	\$4,980
5 — Wildlife Crossing Design Concepts	4	4	0	0	6	0	0	0	0	0	0	0	0	0	14	\$2,902
6 — Additional Support for MSHCP Consistency Analysis	2	16	0	0	4	4	0	0	0	0	0	0	0	0	26	\$4,876
7 — Determination of Biologically Equivalent or Superior Preservation Report	2	36	8	0	8	6	0	0	0	0	0	0	0	0	60	\$10,552
8 — Joint Project Review Application	1	2	10	0	1	0	0	0	0	0	0	0	0	0	14	\$1,845
9 — OPTIONAL: Crotch's Bumble Bee Survey and Report	1	2	0	0	2	1	10	0	0	0	0	0	0	0	16	\$2,512
10a — OPTIONAL: RWQCB WDR	1	0	0	0	6	0	0	4	16	40	0	0	0	0	67	\$10,542
10b — OPTIONAL: CDFW 1602 SAA	1	0	0	0	6	0	0	4	16	20	0	0	0	0	47	\$7,182
10c — OPTIONAL: USACE Approved JD	1	0	0	0	6	0	0	4	16	20	0	0	0	0	47	\$7,182
10d — OPTIONAL: Permit Processing and Coordination	1	0	0	0	4	0	0	16	20	32	0	0	0	0	73	\$11,972
11a - Original Task 5 - Hydrology & Hydraulic Study	0	0	0	0	0	0	0	0	0	0	2	6	0	20	28	\$4,594
11b - Original Task 6 - Vertical Alignment	0	0	0	0	0	0	0	0	0	0	4	0	24	0	28	\$5,244
11c - Original Task 7 - Horizontal Alignment	0	0	0	0	0	0	0	0	0	0	2	0	12	0	14	\$2,622
Subtotal - Hours	24	136	54	48	91	23	10	28	68	112	8	6	36	20	664	
Subtotal																\$109,697
ODCs																\$1,609
Total																\$111,306

ID	Task Name	Start	Finish	2025												2026	
				Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	Minor Amendment	Mon 11/18/24	Sat 5/3/25	[Gantt bar from Nov 18 to May 3]													
2	Draft Minor Amendment	Mon 11/18/24	Fri 11/29/24	[Task bar]													
3	Presubmittal Check-In with Wildlife Agency	Mon 12/2/24	Fri 12/13/24	[Task bar]													
4	Revise Minor Amendment	Mon 12/16/24	Fri 12/20/24	[Task bar]													
5	Submit Minor Amendment	Fri 12/20/24	Tue 2/18/25	[Task bar]													
6	Address Comments	Wed 2/19/25	Tue 3/4/25	[Task bar]													
7	Resubmittal Minor Amendment for Final	Tue 3/4/25	Sat 5/3/25	[Task bar]													
8	Focused Studies/Habitat Evaluation	Sat 3/1/25	Sun 8/31/25	[Gantt bar from Mar 1 to Aug 31]													
9	Burrowing Owl Focused Study	Sat 3/1/25	Sun 8/31/25	[Task bar]													
10	Rare Plant Focused Study	Tue 4/1/25	Mon 6/30/25	[Task bar]													
11	Croch's Bumble Bee Habitat Evaluation	Tue 4/1/25	Sun 8/31/25	[Task bar]													
12	JPR & DBESP	Mon 9/1/25	Fri 2/13/26	[Gantt bar from Sep 1 to Feb 13]													
13	Draft JPR & DBESP	Mon 9/1/25	Fri 9/12/25	[Task bar]													
14	Submit Draft JPR & DBESP to RCA	Mon 9/15/25	Fri 9/26/25	[Task bar]													
15	RCA to submit to USFWS/CDFW	Mon 9/29/25	Fri 11/28/25	[Task bar]													
16	Address Comments	Mon 12/1/25	Fri 12/12/25	[Task bar]													
17	Resubmittal for Final to USFWS/CDFW	Mon 12/15/25	Fri 2/13/26	[Task bar]													
18																	
19																	
20																	
21	AFTER ENVIRONMENTAL																
22	Regional Water Quality Control Board Waste Discharge Requirement (RWQCB WDR)																6 to 9 Months
23	California Department of Fish and Wildlife Streambed Alteration Agreement (CDFW SAA)																6 to 9 Months
24	CDFW Incidental Take Permit - Crotch's Bumble Bee ITP																9 to 12 Months

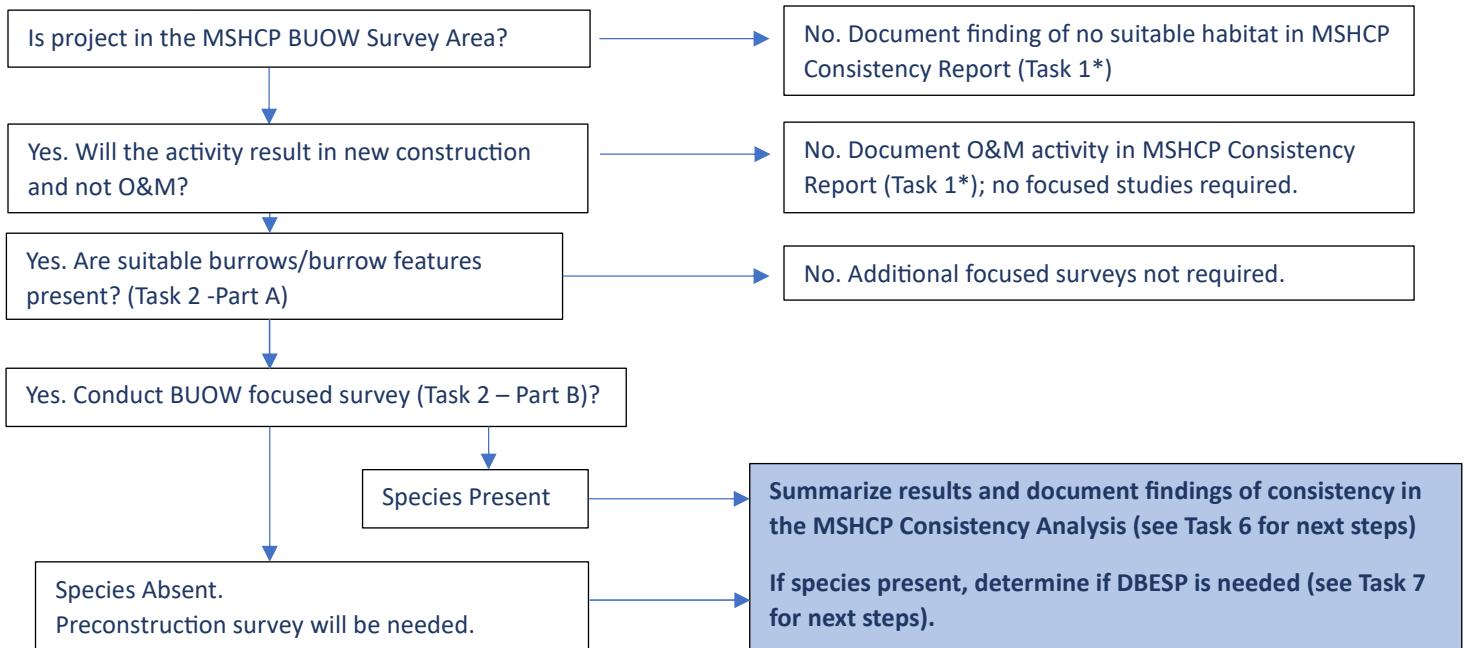
Menifee Road MSHCP Flow Chart

MINOR AMENDMENT (TASK 1)



FOCUSED BIOLOGICAL STUDIES

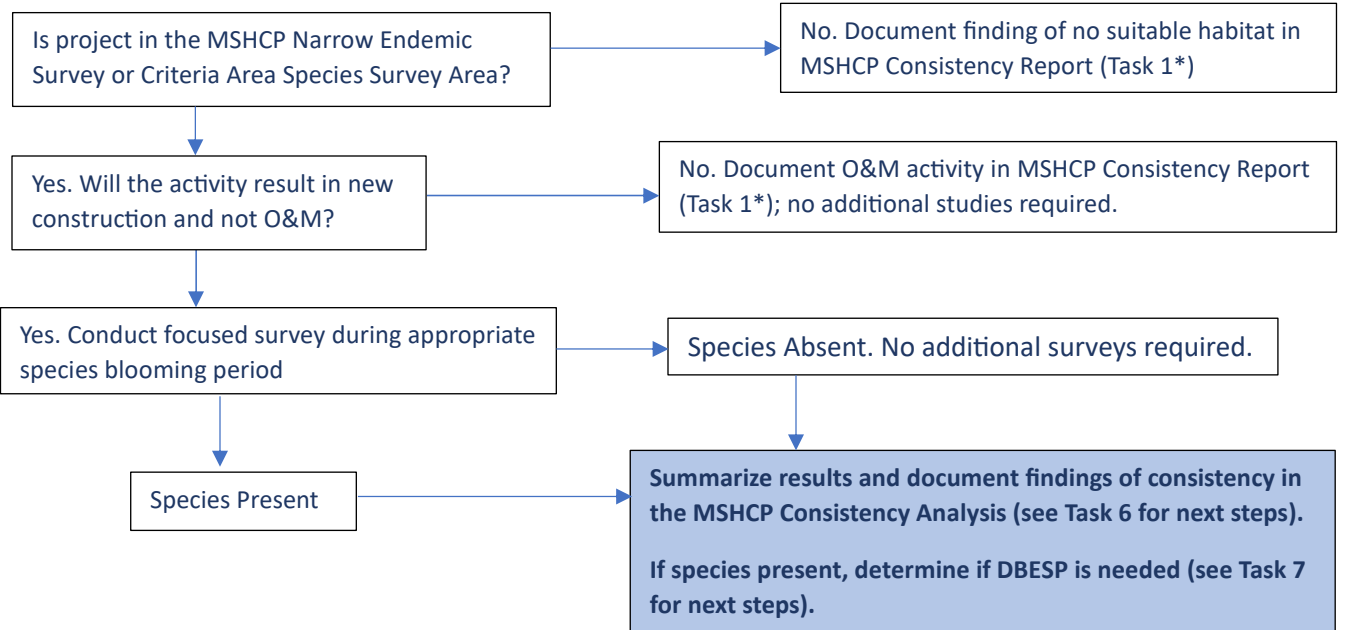
BURROWING OWL FOCUSED SURVEY & REPORT (TASK 2)



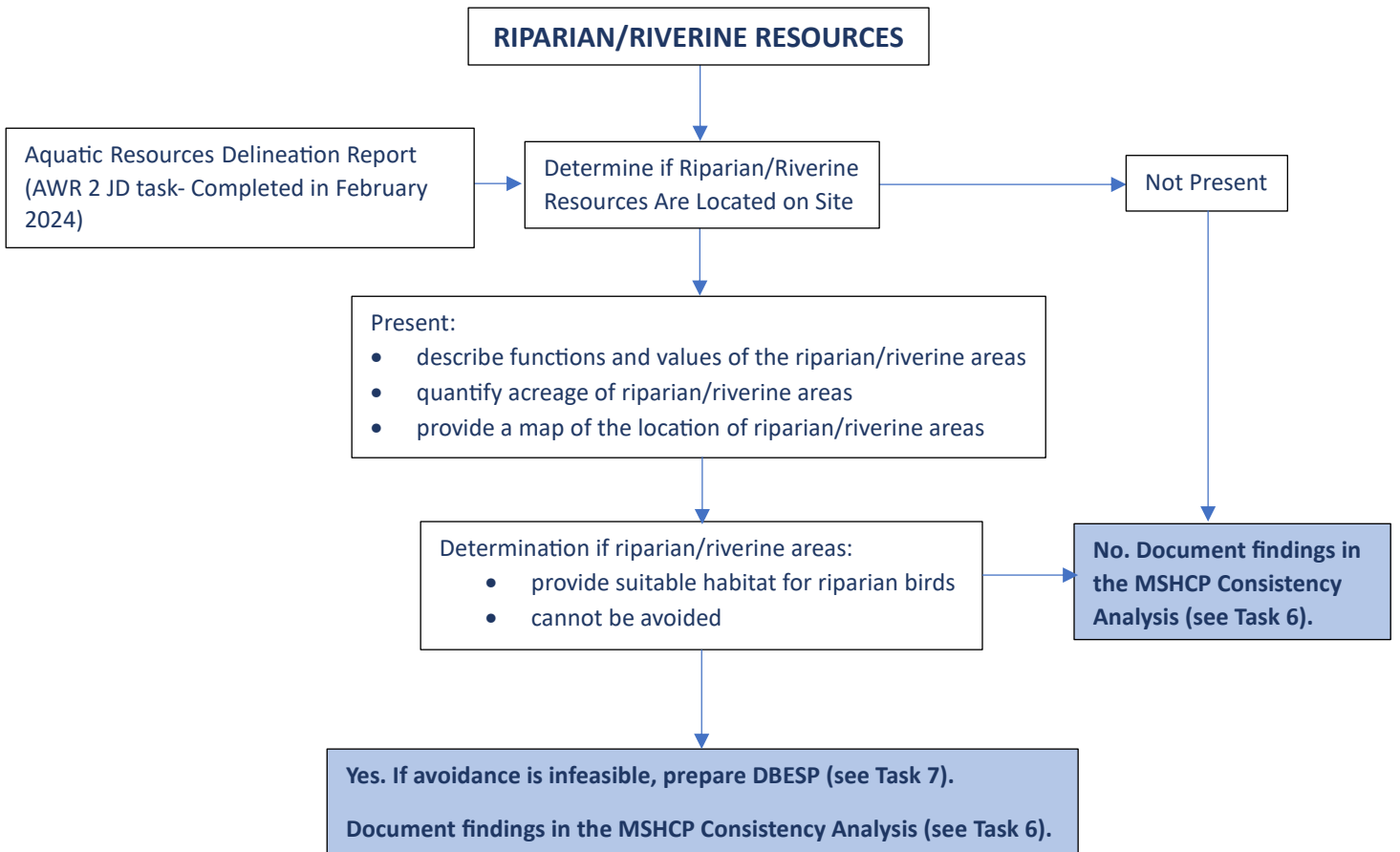
*Original scope of work

These tasks are not in
current AWR request

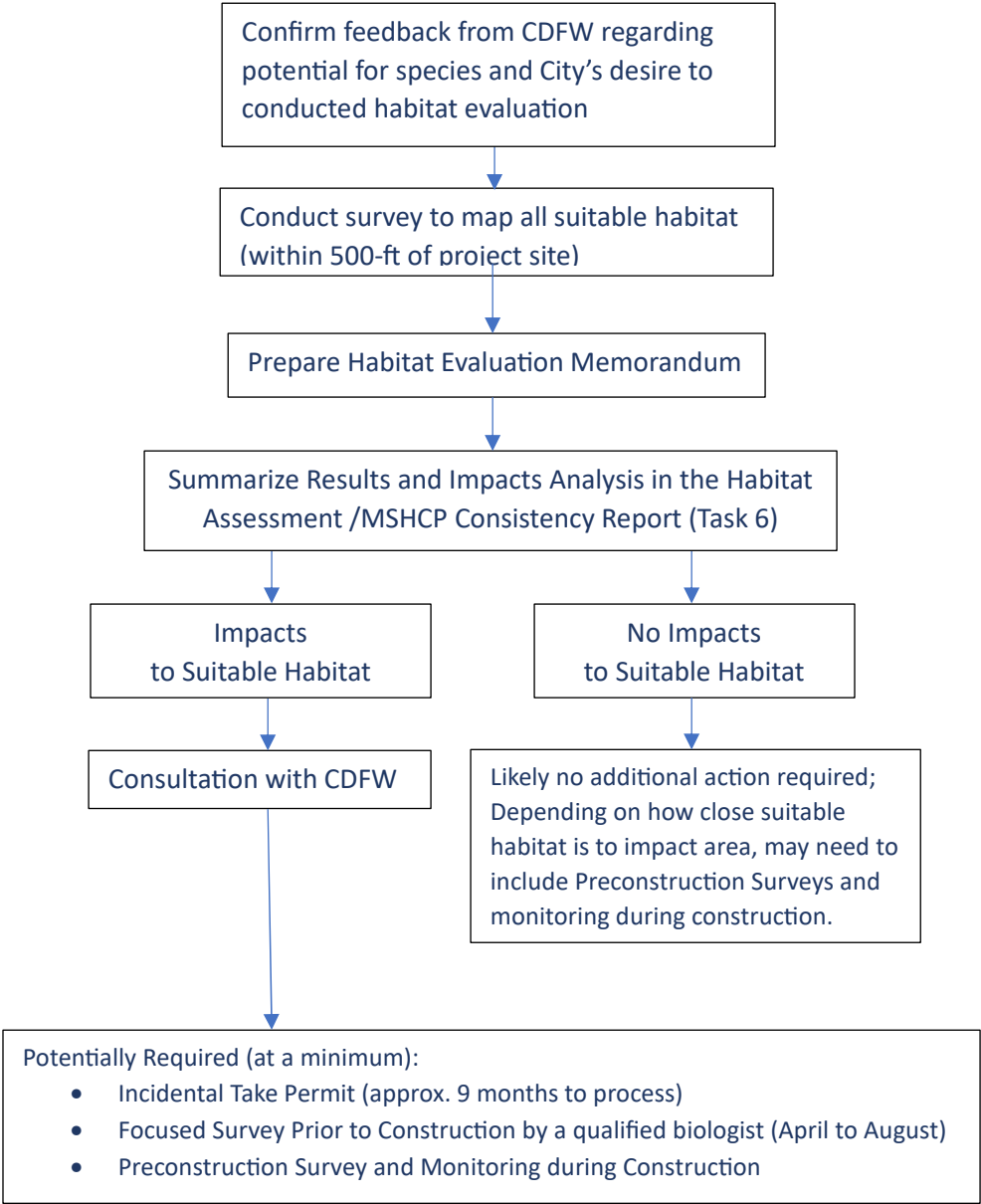
RARE PLANT FOCUSED SURVEY & REPORT (TASK 3)



RIPARIAN/RIVERINE RESOURCES

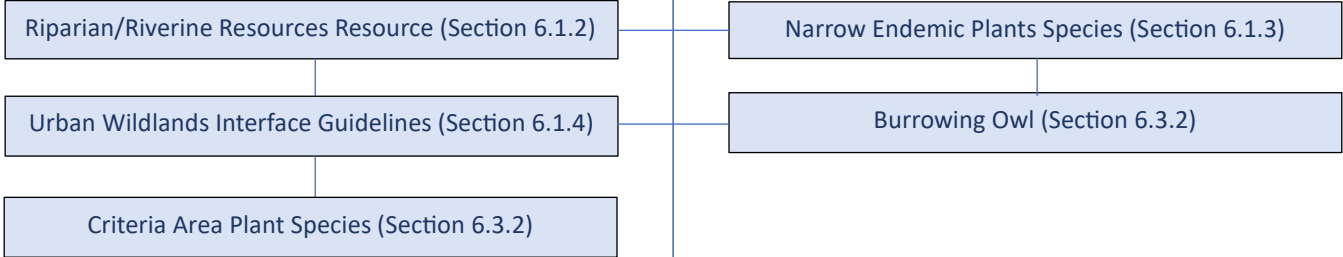


CROTCH'S BUMBLE BEE SURVEY & REPORT (OPTIONAL TASK 9)



**HABITAT ASSESSMENT AND MSHCP CONSISTENCY ANALYSIS
(TASK 6)**

**MSHCP CONSISTENCY DETERMINATION FOR EACH
(Section 6.1.2, Section 6.1.4, Section 6.1.3, Section 6.3.2)**



Prepare impacts analysis for each resource (above)

Develop Avoidance/Minimization/Mitigation Measures

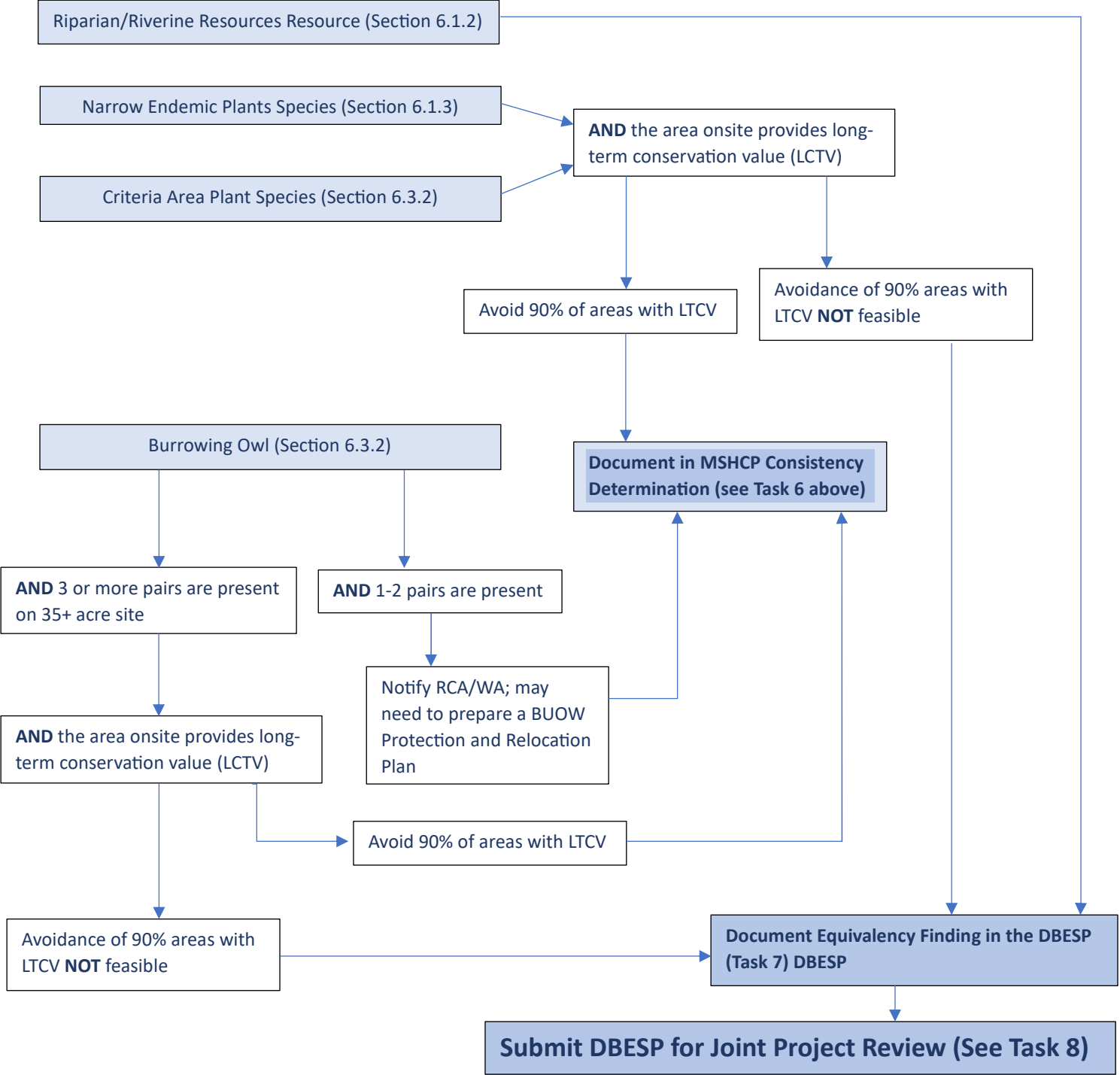
Incorporate MSHCP Appendix C Measures, Construction Guidelines in Section 7.5.3, and Guidelines for Construction of Wildlife Crossings in Section 7.5.2 (Task 5)

Make Final Consistency Determination

Submit Report with the JPR Package (See JPR Application Task 8)

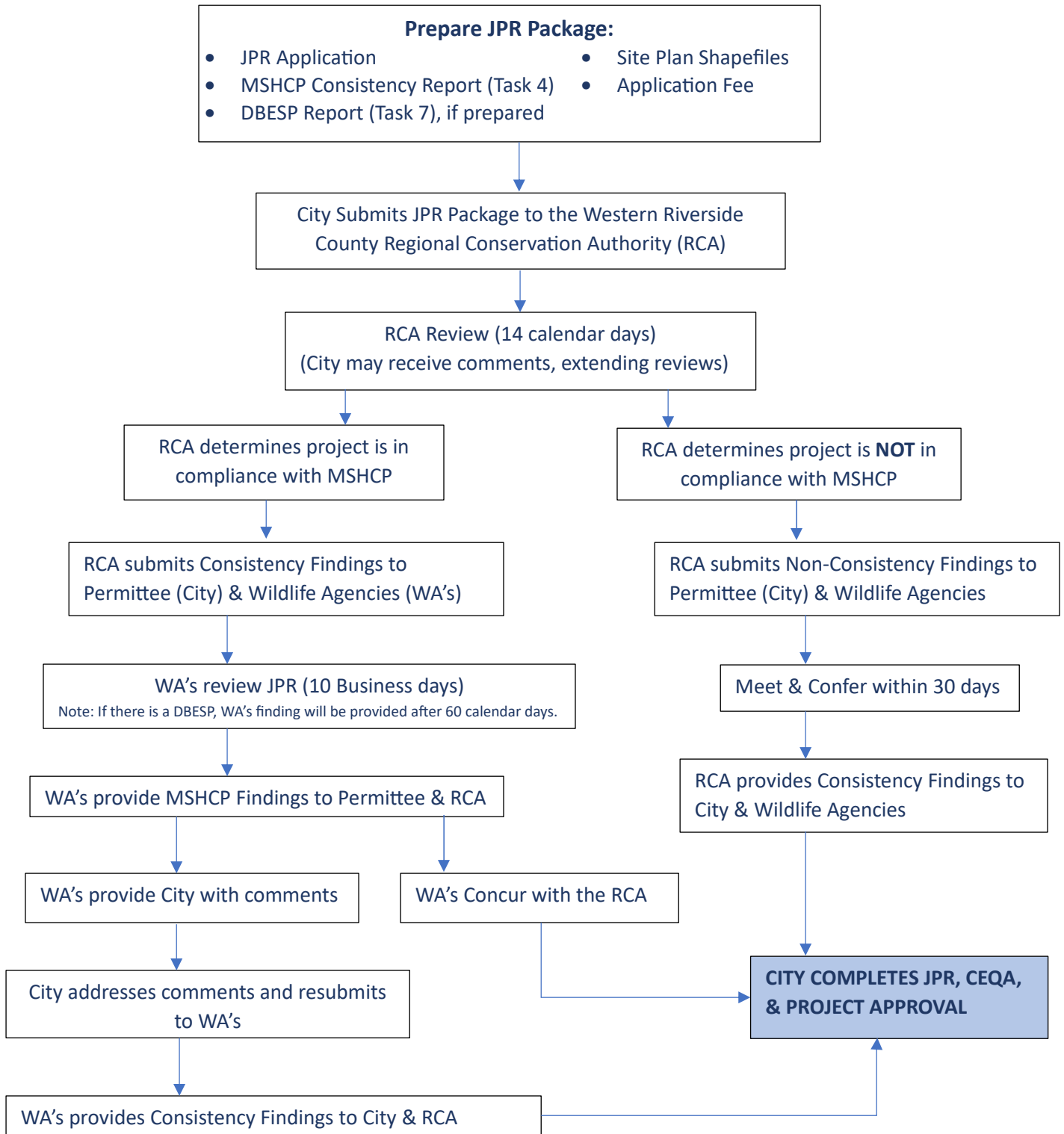
Determination of Biologically Equivalent or Superior Preservation (TASK 7)

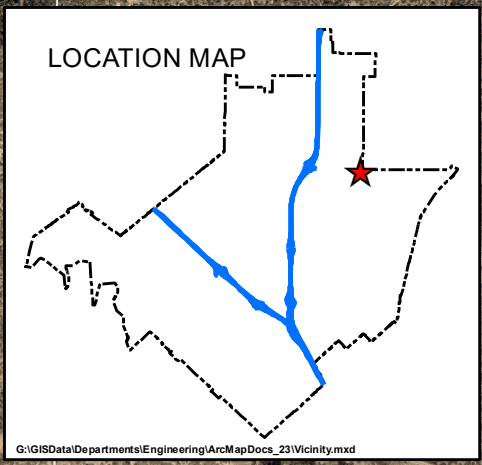
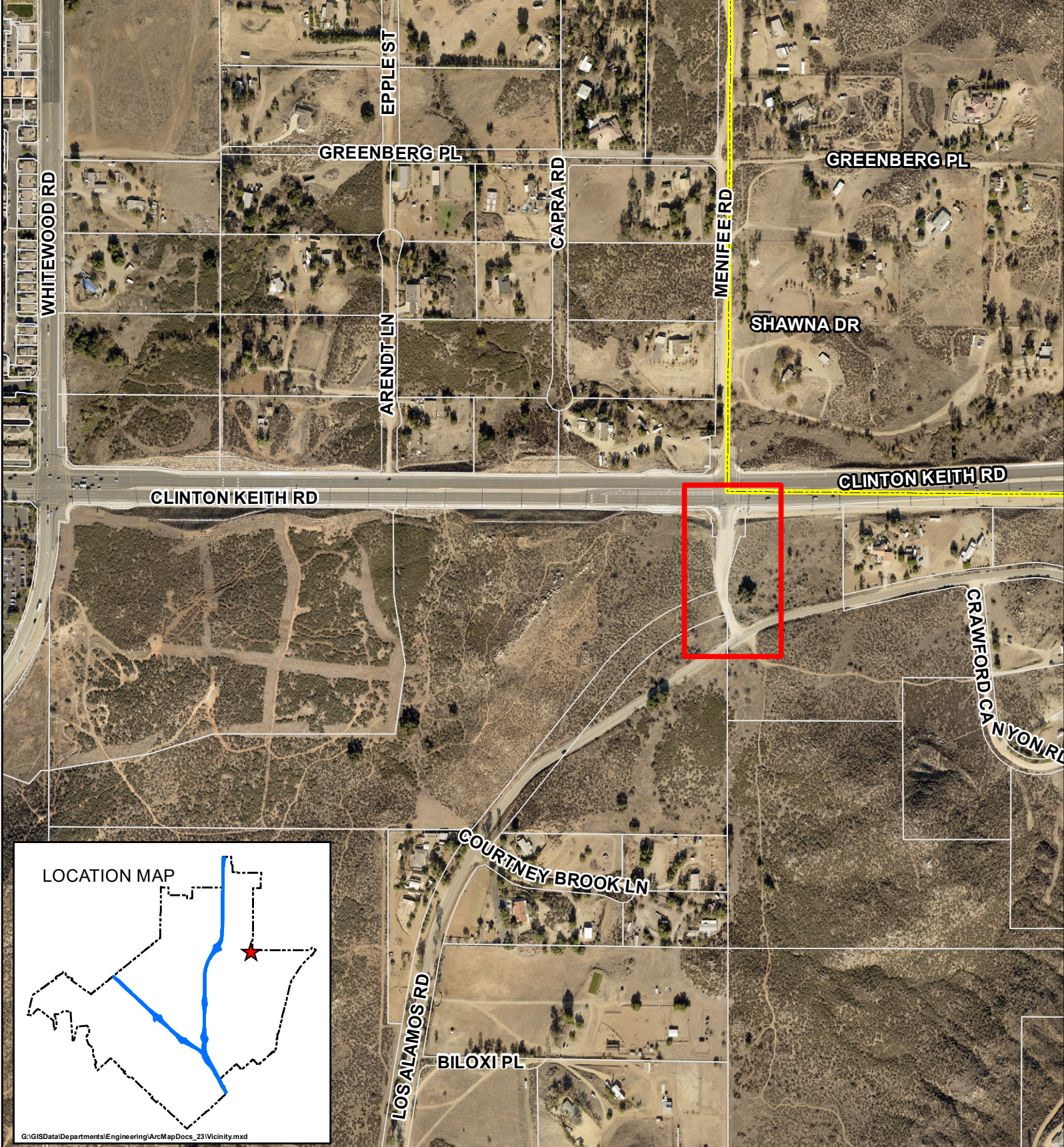
If any one of the following are present and avoidance is NOT feasible¹:



¹ If the resource is not present or there is no LCTV, document finding in the Consistency Determination (see Task 6).

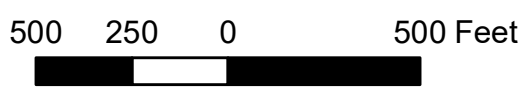
Joint Project Review (JPR) (Task 8)





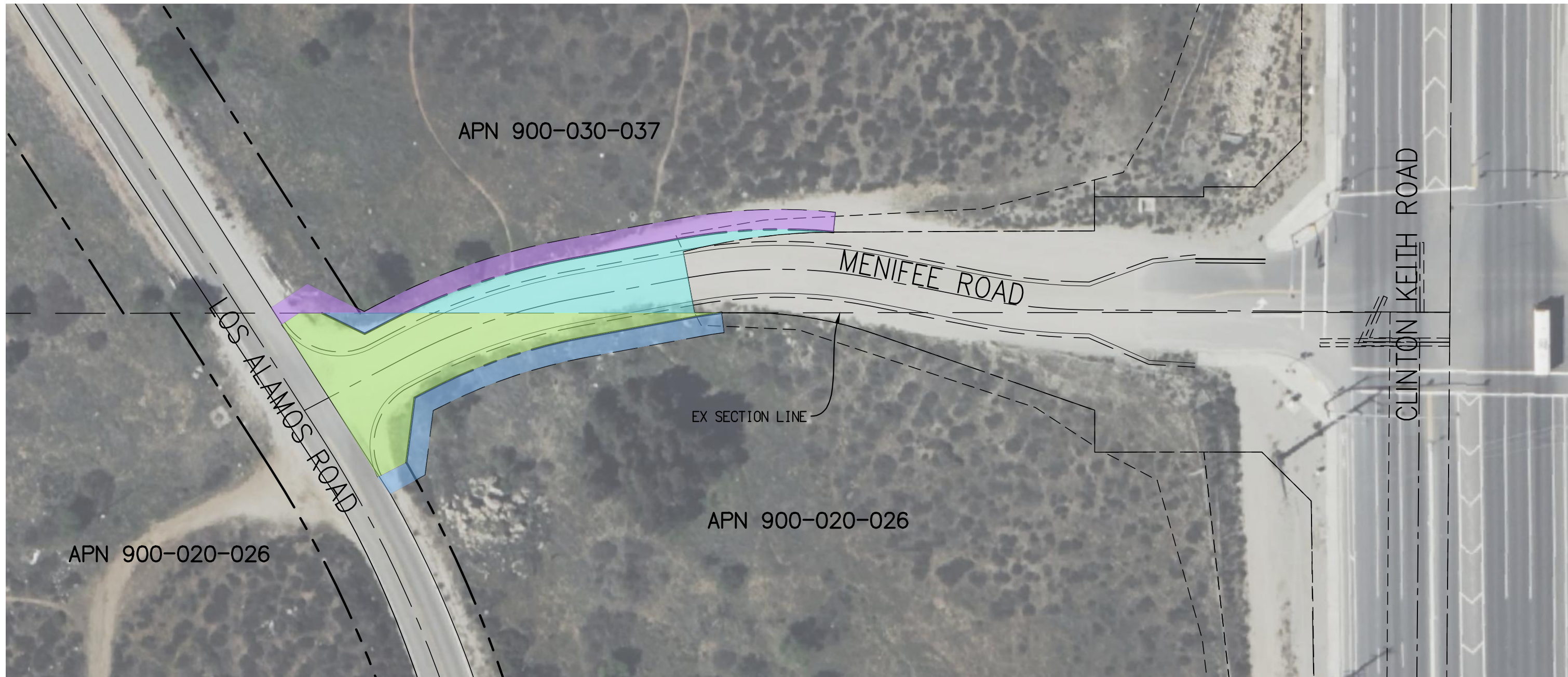
Menifee Road Improvements - CIP 13030

04/04/2023



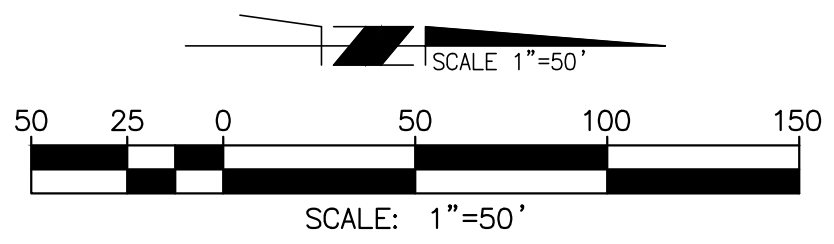
Vicinity Map

Attachment
251



AREA LEGEND

- APN 900-020-026 - MENIFEE RD ROW - 5,757 SF
- APN 900-030-037 - MENIFEE RD ROW - 3,487 SF
- APN 900-020-026 - MENIFEE RD TCE - 2,286 SF
- APN 900-030-037 - MENIFEE RD TCE - 2,748 SF



Michael Baker
 INTERNATIONAL

40810 COUNTY CENTER DR.,
 SUITE 200
 TEMECULA, CA 92591
 PHONE: (951) 676-8042
 MBAKERINTL.COM

MENIFEE ROAD

PRELIMINARY ROW AND TCE AREAS



CITY OF MURRIETA

City Council Meeting Agenda

Report

3/18/2025
Agenda Item No. 11.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, AICP, Development Services Director

PREPARED BY: Carl Stiehl, City Planner

SUBJECT: Financing for the Kensington Apartments Affordable Housing Project

RECOMMENDATION

Conduct a Public Hearing under the requirements of the Tax Equity Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986, (IRS Code) as amended; and

Adopt Resolution No. 25-4815 entitled: *A Resolution of the City Council of the City of Murrieta, California, Approving the Issuance by the California Municipal Finance Authority of Exempt Facility Bonds in an Aggregate Principal Amount Not to Exceed \$40,000,000, for the purpose of Financing or Refinancing the Acquisition, Construction, Improvement, and Equipping of the Kensington Apartments Project.*

PRIOR ACTION/VOTE

None.

CITY COUNCIL GOAL

Plan, program and create infrastructure development.

BACKGROUND

In 2022, Pacific West Communities Inc. (Applicant) received approval for the 126-unit Kensington Apartments, which will be restricted to occupancy by low-income residents spread across five buildings (Project) located southeast of the intersection of Washington Avenue and Nighthawk Way, APN 906-780-004 (Property). The Project was approved by staff on December 30, 2022, utilizing a Director's approval of the Development Plan in accordance with Murrieta Municipal Code Section 16.56.025(A)(1). Following Project approval, the Applicant unsuccessfully applied for State low-income tax credits in multiple rounds through its Project financing entity, Murrieta Pacific Associates (Borrower). In August 2023, the city approved a Development Impact Fee Deferral Loan Agreement for the Project, in an amount of approximately \$1.77 million, in order to make the Project more competitive to receive a state tax credit award. After additional applications to the state, in December 2024, the Project was awarded low-income tax credits.

In addition to receiving state tax credits for the Project, the Borrower applied for funding from the California Municipal Finance Authority (CMFA) requesting that the CMFA serve as the municipal issuer of tax-exempt bonds in an aggregate principal amount not to exceed \$40,000,000 (Bonds). The Bond proceeds will be used to finance or refinance the acquisition, construction, improvement, and equipping of a multifamily rental housing Project within the city.

For the Bonds to qualify as tax-exempt bonds, the City of Murrieta must conduct a public hearing (the “TEFRA Hearing”) providing the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. The public hearing notice was published 10 days prior to the hearing in the *Riverside Press-Enterprise*. Following the close of the TEFRA Hearing, an “applicable elected representative” of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

California Municipal Finance Authority

The CMFA was created on January 1, 2004, pursuant to a joint exercise of powers agreement to promote economic, cultural, and community development through the financing of economic development and charitable activities throughout California. To date, over 350 municipalities have become members of CMFA including the city. The CMFA was formed to assist local governments, non-profit organizations, and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA’s representatives and its Board of Directors have considerable experience in bond financing. CMFA has assisted by issuing bonds for the Monamos Terrace Apartments and Viscar Terrace Apartments projects in the city.

Bond Financing and City Obligations

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the city will have no financial, legal, or moral obligation, liability, or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the city or the State of California but are to be paid for solely from funds provided by the Borrower.

There are no costs associated with membership in the CMFA, and the city will in no way become exposed to any financial liability because of its existing membership. In addition, participation by the city in the CMFA does not impact the city’s appropriations limits or debt capacity and will not constitute any type of indebtedness by the city. Outside of holding the TEFRA hearing and approving the issuance of bonds, no other participation or activity of the city or the City Council with respect to the issuance of the Bonds will be required.

Project Analysis

The Project is an important low-income, affordable, multi-family residential project for the city. Whereas this part of the region in the county has seen extensive residential growth in the past twenty years, the supply of affordable housing has not grown in the same manner. Both the State of California Housing and Community Development Department and Southern California Association of Governments have noted that affordable multi-family residential developments are the type of projects currently most needed to address the state’s housing supply shortage. The city did not have any of these types of units constructed over the most recently concluded 5th Cycle Housing Element housing cycle covering 2014-2021. Hence, this Project implements the city’s housing strategy to develop low-income housing to help meet the City’s 6th Cycle Housing Element RHNA covering the period of 2021-2029.

Considering the foregoing, and to support the funding of affordable housing consistent with the City’s Housing Element, staff recommends that the City Council conduct the TEFRA Hearing and adopt the resolution (Attachment 1) to authorize the issuance of the Bonds by CMFA.

CEQA Determination

The development of the Project was previously determined to be Categorical Exempt from California Environmental Quality Act (CEQA) pursuant to Section 15332, Title 14, Chapter 3 of the California Code of Regulations (CEQA Guidelines). A Categorical Exemption was posted and filed for the Project on January 3, 2023. The approval of bond funding does not alter the approved Project and the financing is not a project as defined by CEQA since the action to approve a project funding source does not result in a physical change in the environment.

FISCAL IMPACT

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower. The city will have no financial, legal, or moral obligation, liability, or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the city or the State of California but are to be paid for solely from funds provided by the Borrower.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Murrieta, it is expected that a portion of the issuance fee attributable to the City will be granted by the CMFA to the General Fund of the city. Such grant may be used for any lawful purpose of the city.

ATTACHMENTS

1. Resolution No. 25-4815
2. Kensington Apartments Site Plan and Elevations

RESOLUTION NO. 25-4815

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY EXEMPT FACILITY BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$40,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF THE KENSINGTON APARTMENTS PROJECT

WHEREAS, Murrieta Pacific Associates, a California Limited Partnership (the “Borrower”) a partnership of which Pacific West Communities, Inc. (the “Developer”) or a related person to the Developer is the general partner, has requested that the California Municipal Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the “Code”) in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$40,000,000 in aggregate principal amount (the “Bonds”), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project to be located southeast of the intersection of Washington Avenue and Nighthawk Way (APN 906-780-004), Murrieta, California (the “Project”); and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the City of Murrieta (the “City”) because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the “City Council”) is the elected legislative body of the City and is one of the “applicable elected representatives” required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the “Agreement”), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following proper notice, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA DOES HEREBY RESOLVE, AS FOLLOWS:

Section 1. The foregoing resolutions are true and correct and incorporated herein by this reference.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the

issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f).

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

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

PASSED AND ADOPTED this 18th day of March, 2025.

Cindy Warren, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Resolution No. 25-4815 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 18th day of March, 2025, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSTAIN:

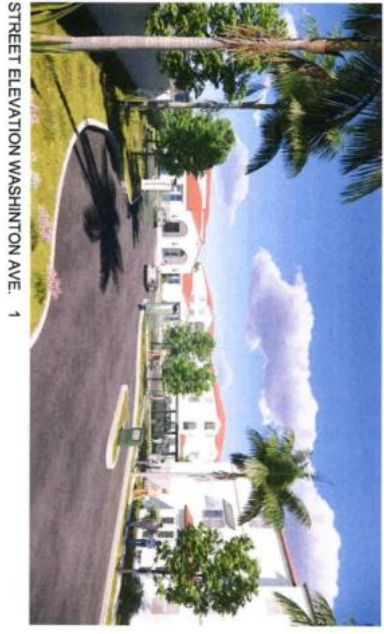
ABSENT:

Cristal McDonald, City Clerk

Attachment 2 – Kensington Plans



Site Plan



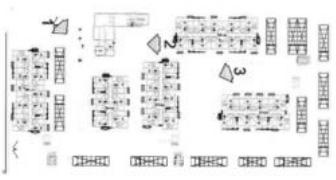
STREET ELEVATION WASHINGTON AVE. 1



CLUBHOUSE LEASING REAR POOL SIDE 2



BUILDING 3C FRONT ELEVATION & TOT LOT 3



DATE: 11-15-2022
BY: 12/30/22
DESC: 3/20

PERSPECTIVES A1.0

DATE: 11-15-2022
JOB NO.: 2022-105

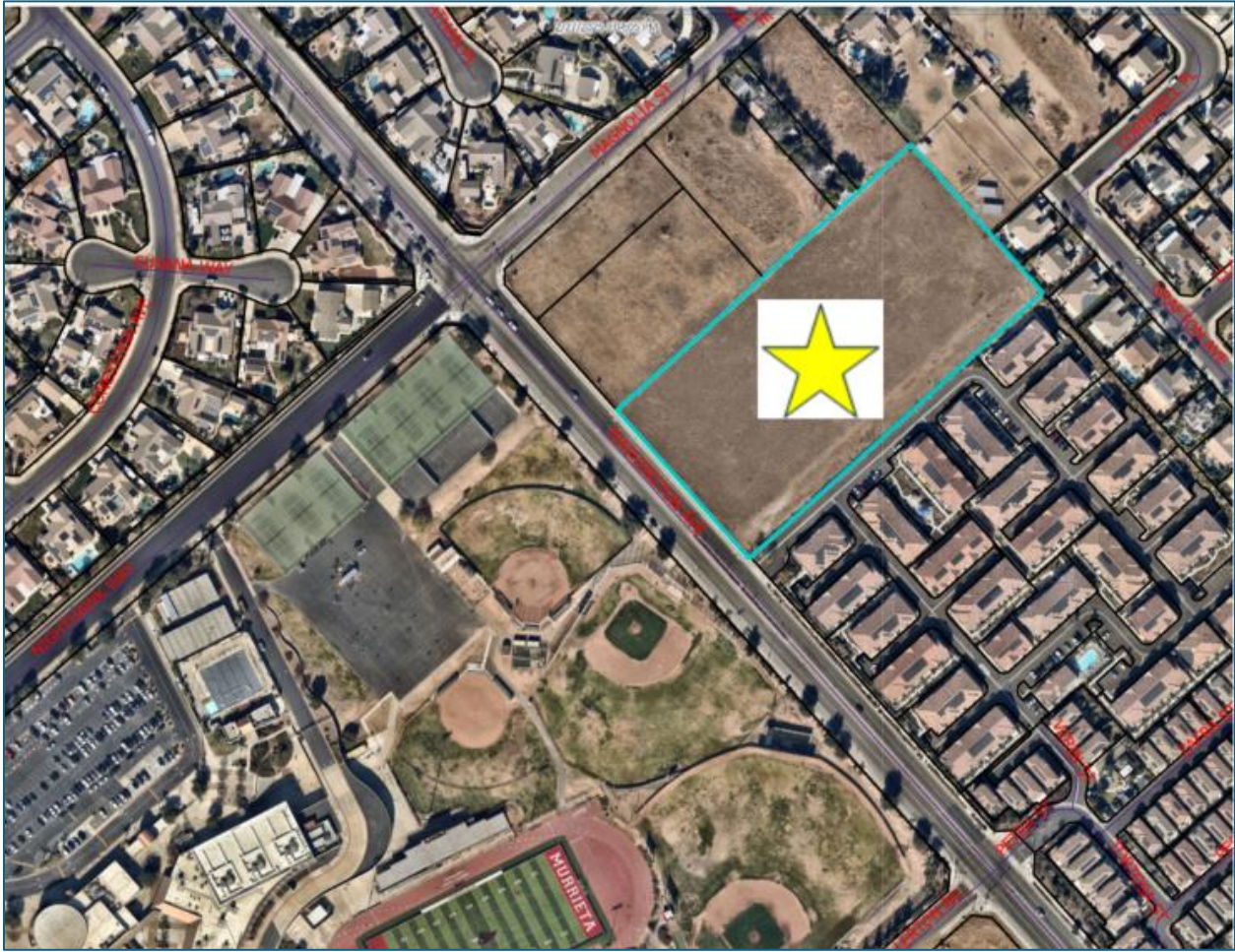


Kensington Apartments

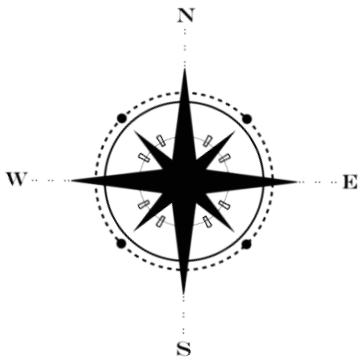
MURRIETA, CALIFORNIA

Elevations

Vicinity Map



Map Not To Scale





CITY OF MURRIETA

City Council Meeting Agenda Report

3/18/2025
Agenda Item No. 12.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Justin Clifton, City Manager

PREPARED BY: Kristen Crane, Assistant City Manager

SUBJECT: Update on Efforts of the Southwest Riverside County Elected Leaders Collaborative related to Regional Traffic and Transportation and Next Steps

RECOMMENDATION

Receive a presentation, discuss, and provide direction to staff.

PRIOR ACTION/VOTE

At the January 21, 2025, City Council meeting, Mayor Cindy Warren and Council Member Lori Stone were designated to represent the City in meetings of the Southwest Riverside County Elected Leaders Collaborative.

CITY COUNCIL GOAL

Plan, program and create infrastructure development.

BACKGROUND

The Southwest Riverside County Elected Leaders Collaborative is an informal gathering of a combination of local elected representatives and staff representing the cities of southwest Riverside County, including Murrieta, Temecula, Menifee, Lake Elsinore, Wildomar, and Canyon Lake. This group began meeting informally in 2022. Discussion topics have centered on items of regional concern, seeking to learn about them, such as higher education and water. For 2024, the group chose to focus on regional traffic and transportation, which has extended into 2025.

Participation has also included representatives and staff from the offices of Riverside County Supervisor Chuck Washington, State Senator Kelly Seyarto, State Assembly Member Kate Sanchez, State Assembly Member Bill Esayles, and Riverside County Legislative Affairs.

Mayor Warren and Council Member Stone have been participating on behalf of the City of Murrieta (City) and leading this effort. From the City staff team, Assistant City Manager Kristen Crane and Public Works Director Bob Moehling have regularly attended these meetings and facilitated the participation of the speakers.

With the 2024 theme being regional traffic and transportation, participation in the group grew to include the Riverside County Transportation Commission (RCTC), the Riverside Transit Agency (RTA), and the Western Riverside Council of Governments (WRCOG). These meetings are informal, often with varying staff and elected official participation. They are informational, with no voting or decision-making authority.

With the 2024 focus on traffic and transportation in the region, each month, a guest speaker presented on some aspect of this topic to understand the dynamics, including:

- Historical context from Temecula and WRCOG on the *Move I-15 Forward* effort from several years ago, which resulted in initiating the projects presently under construction;
- Seeking to understand commute patterns to other counties, like San Diego, and the challenges with bringing about solutions to alleviate those long commutes;
- WRCOG provided a review of data related to growth and commute patterns, including updating studies completed many years ago as part of the *Move I-15 Forward* effort;
- Last spring, RCTC presented its long-range planning document, which is called the Traffic Relief Plan;
- RTA presented on the topic of public transit in the region and the dynamics of connecting to other counties;
- The Executive Director of Metrolink presented about Metrolink's role, how that system is operated, and how plans are made for decisions on Metrolink service and system expansion;
- There was a presentation on the present and future forecast of funding for transportation; and
- A presentation about the State of California's *Climate Action Plan for Transportation Infrastructure* (CAPTI), which is a framework and plan for how the State wants to approach transportation going forward, which sets forth significant changes and approaches.

Collectively, the presentations have provided a solid overview of regional traffic and transportation in Southwest Riverside County and the barriers and challenges related to funding, the process for completing projects, and jurisdictional areas.

State Senator Seyarto attended the September 2024 meeting to hear the group discuss their findings and what they had learned thus far. The Senator strongly encouraged the group to come to Sacramento to tell the story of Southwest Riverside County and the dynamics this region is experiencing and to advocate to other legislative representatives from the Inland Empire, legislative representatives from the Senate and Assembly transportation committees, the State Housing and Community Development Department, Caltrans, and the Governor's Office.

Since that time, the group has been exploring that possibility and what that could look like. This has included collaboratively formulating the goals, approach, and points to convey during such a trip, as well as the target meetings the group would want to schedule. To assist with the coordination of the trip, staff has engaged with Cal Cities, as well as with Townsend Public Affairs, who happens to represent several of the participating cities.

June 24-25, 2025, has been set as the date for the trip, based on the consensus of the group and is the most optimal time to visit Sacramento to not conflict with other important aspects of the State legislature's calendar.

Based on the group consensus, the key purpose of the trip is not to ask for funding for a specific project or a list of projects. Rather, the purpose is to tell the story, in a constructive, collaborative way, of what is happening in Southwest Riverside County in terms of:

- Significant housing growth, largely due to the significant changes in State law in years impacting the ability of local communities to influence housing developments;
- Existing congestion, anticipated to worsen without significant traffic and transportation infrastructure solutions, coupled with a challenging environment to complete infrastructure projects;
- The dynamic with various State policies conflicting with one another, such as the emphasis on building more housing, while at the same time, the challenging environment, both in process and financially, to build projects and provide the infrastructure to accommodate that growth; and
- Raising awareness of this impact on Southwest Riverside County, sharing near-term and long-term needs, and doing so with a productive, constructive tone/spirit.

The purpose of this agenda report is to share with the full City Council and community an update on the Southwest Riverside County Elected Leaders Collaborative and the planned trip to Sacramento, and providing an opportunity for City Council discussion and input.

FISCAL IMPACT

None.

ATTACHMENTS

None.



CITY OF MURRIETA

City Council Meeting Agenda Report

3/18/2025
Agenda Item No. 13.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bob Moehling, Public Works Director

PREPARED BY: Jeff Hitch, City Engineer

SUBJECT: Emergency Declaration for Hayes Avenue Bridge at Miller Canyon Creek

RECOMMENDATION

Adopt Resolution No. 25-4816 to:

Declare an emergency condition for the Hayes Avenue Bridge at Miller Canyon Creek;

Authorize Purchase Orders for Michael Baker International totaling \$89,580.92; and

Amend the Capital Improvement Plan budget to create a project for Hayes Avenue Bridge at Miller Canyon Creek and appropriate with \$725,000 of Area Drainage Fees.

PRIOR ACTION/VOTE

On June 20, 2023, the City Council authorized an on-call consulting services Agreement with Michael Baker International, Inc. for civil services (Vote: 4-0).

CITY COUNCIL GOAL

Plan, program and create infrastructure development.

BACKGROUND

On February 6, 2025, City staff encountered a pothole in the deck of the Hayes Avenue Bridge crossing Miller Canyon Creek located generally between Ivy Street and B Street. Upon this discovery, engineering staff believed the bridge could be unsafe and closed the bridge until further evaluation could be completed.

Michael Baker International (“MBI”) was contracted using the City’s existing on-call agreement to perform a structural evaluation of the bridge. The evaluation was performed and a report was generated and provided to the City. The report concluded that the bridge is structurally deficient for fire truck access and needs to be replaced. The bridge has a 15-foot long span, is 24-feet wide, and consists of concrete abutments with wooden girders and decking covered with asphalt concrete. MBI subsequently provided the City with a

proposal to provide environmental and engineering services for engineering plans and emergency environmental permits necessary to replace the bridge with an alternate reinforced concrete box culvert or arch-span bridge structure.

The severed fire department access on Hayes Avenue presents an emergency condition due by extending the response time for public safety personnel and limiting secondary access to portions of the City. Additionally, the B Street bridge serves as the sole access point for City residents west of Murrieta Creek and north of Miller Canyon Creek when Kalmia Street is closed due to rain. If access to the B Street bridge were lost, no suitable secondary route would be available.

For these reasons, City staff recommend adopting a resolution declaring an emergency, allowing for emergency environmental permitting and public works contracting without using the formal bidding requirements in accordance with applicable Public Contract Code provisions. The capital improvement plan (CIP) budget must also be amended to create a project for Hayes Avenue Bridge at Miller Canyon Creek and fund with \$725,000 of Area Drainage Fees.

FISCAL IMPACT

The estimated cost of investigating and preparing recommendations for the repair of the bridge is approximately \$15,905.92, and the estimated cost of engineering and environmental permitting work needed to commence the process to replace the Bridge is approximately \$73,675, totaling \$89,580.92.

Amending the Capital Improvement Plan budget to create a project for Hayes Avenue Bridge at Miller Canyon Creek will appropriate \$725,000 of Area Drainage Fees.

ATTACHMENTS

1. Resolution No. 25-4816
2. Proposal for Emergency Bridge Investigation and Recommendations to Repair Hayes Avenue Bridge at Miller Canyon Creek
3. Proposal for Emergency Bridge Replacement for the Hayes Avenue Bridge at Miller Canyon Creek
4. On-call Agreement with Michael Baker International

RESOLUTION 25-4816

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA DECLARING AN EMERGENCY AND APPROVING THE EXECUTION OF PURCHASE ORDERS TO INVESTIGATE AND COMMENCE WORK TO REPLACE THE HAYES AVENUE BRIDGE AT MILLER CANYON CREEK WITHOUT NOTICE FOR BIDS PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTIONS 1102, 20168, AND 22050

WHEREAS, after strong winter storms, on February 6, 2025, City of Murrieta (“City”) staff encountered a pothole in the deck of the Hayes Avenue Bridge crossing Miller Canyon Creek located generally between Ivy Street and B Street (“Bridge”), requiring the City to close the Bridge until further evaluation could be completed; and

WHEREAS, on February 11, 2025, a contractor retained by the City conducted a structural evaluation of the Bridge and determined that the Bridge is structurally deficient for fire truck access and needs to be replaced; and

WHEREAS, as additional winter storms pose further of damage to the Bridge; and

WHEREAS, the inability of fire trucks to cross the Bridge results in insufficient secondary fire access to portions of the City such that this unexpected occurrence poses a clear and imminent danger requiring immediate action to allow the City to continue providing fire truck access to all of its residents, which is an essential public service; and

WHEREAS, the closure of the Bridge constitutes an “emergency” as that term is defined in Public Contract Code § 1102; and

WHEREAS, pursuant to Public Contract Code §§ 20168 and 22050, contracts for emergency expenditures may be approved by the adoption, by a four-fifths vote, of a resolution declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property such that the City is authorized to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and

WHEREAS, the City desires to use the process authorized by Public Contract Code § 22050 to immediately investigate and replace the Bridge; and

WHEREAS, the cost to investigate the condition of the Bridge and prepare recommendations for the repair of the Bridge was approximately \$15,905.92; and

WHEREAS, the estimated cost of engineering and environmental work necessary as a first step in replacing the Bridge is estimated to be approximately \$73,675 at this time; and

WHEREAS, this item must be reviewed every 60 days, until the emergency has ended, to ensure that the need to continue the action continues to exist.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

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

Section 2. The City Council finds that the facts set forth above constitute facts demonstrating that an emergency condition exists and that such emergency condition does not permit the delays which would result from a competitive solicitation for bids. The City Council further finds that the immediate replacement of the Bridge is necessary to respond to the emergency conditions.

Section 3. The City's City Manager or his designee is hereby directed to prepare purchase orders or contracts, subject to City Attorney approval, that will cause the needed investigation and engineering and environmental work to commence the process for replacement of the Bridge to be made for a not to exceed amount of \$89,580.92. The Public Works Director shall offer this contract to a qualified contractor for its immediate acceptance and the commencement of performance thereunder.

Section 4. The City Manager shall cause a report on the status of the emergency circumstances to be agendized at a City Council meeting every sixty days until either the City Council finds that the repair work has been completed or that the emergency conditions have ceased to be present.

Section 5. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED this 18th day of March, 2025.

Cindy Warren, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Resolution No. 25-4816 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 18th day of March, 2025, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cristal McDonald, City Clerk

February 11, 2025

Jeff Hitch
City Engineer
Department of Public Works/Engineering
City of Murrieta

Re: Proposal for Emergency Bridge Investigation and Recommendations for Repair
Hayes Avenue

Dear Mr. Hitch:

Michael Baker International (Michael Baker) is pleased to provide a proposal to conduct a field investigation and provide recommendations for an emergency repair of the referenced Hayes Avenue

Project understanding, phasing and scope of work is outlined in Exhibit A. Compensation and Payment are outlined in Exhibit B. Fee Schedule is included in Exhibit C.

If you have any questions, please do not hesitate to contact me at (949) 933-2552 or todd.pitner@mbakerintl.com.

Sincerely,



Todd L. Pitner, P.E., QSD, QSP
Project Manager
Michael Baker International

todd.pitner@mbakerintl.com.

EXHIBIT A

Project Understanding, Phasing and Scope of Work

Project Understanding

Michael Baker International (Baker) has been requested by the City of Temecula (City) to provide emergency bridge investigation for timber bridge located along Hayes Avenue in the City of Temecula, CA. In its current condition the bridge provides typical highway (HL 93) access over an earthen trapezoidal stormwater channel and is intended to continue to carry typical highway loads (HL 93) in the future (including fire trucks).

The bridge is constructed with a single 15-ft span. There are no as-built records for the existing bridge. The bridge is a timber girder superstructure with wood decking, approximately 24-ft wide. The bridge is supported on a seat type concrete abutment.

The critical goal of load rating is to ensure *collapse-prevention*. A failure of the superstructure would be catastrophic and would be the minimum effort for the focus of the Load Rating.

The foundation support is equally important but vastly more difficult to determine. A failure of the foundation would likely lead to some settlement, followed by bridge closure and repair or replacement. Because invasive and costly measures would be required to investigate the size and type of the existing foundations, load rating of the foundations is not currently included in the scope of work.

Scope of Work:

Task 1: Field Investigation (Tuesday, February 11, 2025)

- a. General Visual Inspection
 - i. Visually Assess overall bridge condition and any visible deterioration
 - ii. Visually Check for signs of settlement, misalignment, or structural movement
 - iii. Document vegetation growth, debris accumulation, or scour around substructure
- b. Superstructure:
 - i. Identify cracks, checks, splits, and delamination in deck planks
 - ii. Check for rot and insect damage
 - iii. Examine fasteners, bolts, and nails for corrosion or loosening
 - iv. Assess bearing conditions at girders supports for signs of crushing or shear failure
- c. Substructure (pending visual access)
 - i. Check for signs of scour or undermining around footings
 - ii. Examine bearing areas for excessive deformation or crushing
 - iii. Look for settlement or lateral movement in supports
- d. Railings
 - i. Visually observe guardrails and barriers for cracks or fastener failure
 - ii. Check rail post connections for stability and deterioration
- e. Documentation and Reporting
 - i. Take photographs and video documentation of all findings
 - ii. Record detailed measurements and sketch damage locations

Task 2: Structural Observation Report - Findings / Recommendations

Report will be prepared based on the finding of the field investigation with a completion date of February 21, 2025. Report to include the following:

- Summary of findings/description of existing condition
- Photographic summary from field investigation
- Schematic drawing of existing bridge with dimensions (plan view and sections)
- Determine feasibility of a “short-term” fix
 - a. Baker bridge engineers will perform a load-rating analysis of the existing bridge according to the AASHTO Manual for Bridge Evaluation, to support the highway loading. The team will also review and determine if there is a need for legal load limits and coordination of any load postings (if required).
- If feasible, recommendations and details of repairs to be provided (i.e., Replacement of deck cross member(s) with same or similar material and repaving the surface to match existing)

Note: If a “short-term” fix is not feasible, findings will be documented in report. City will declare an emergency, initiate environmental permits under emergency and proceed with the design and construction of a reinforced concrete box to replace the existing bridge.

Task 3: Project Management, Coordination and Meetings

Michael Baker will attend project meetings and perform coordination and contract administration associated with this project. This task shall be performed on a time and materials basis. An initial budget of twenty (20) hours has been assigned for this Task.

EXHIBIT B
Compensation / Payment

Michael Baker shall complete the work outlined above in accordance with the fee schedule identified below and shall invoice Client on a monthly basis based on the hours worked. Client agrees to compensate Michael Baker or such services as follows:

ITEM	DESCRIPTION	Time & Materials (Not to Exceed)
Task 1:	Field Investigation	\$2,978.00
Task 2:	Structural Observation Report – Findings / Recommendations	\$8,440.41
Task 3:	Project Management, Coordination and Meetings	\$4,487.52

Total Fee \$15,905.92

All tasks shall be billed hourly. The budget amount shown is for authorization purposes only. Should the total of the monthly billings reach eighty percent (80%) of the budget amount, Client and Michael Baker will review the status of the work to determine the need for an increase in the budget amount, and whether additional budget authorization to complete the project is appropriate.

EXHIBIT C
Fee Schedule

Hayes Avenue Bridge

	Approximate Person Hours					Total Estimated Hours	Costs
	Principal	Project Manager	Structural Engineer	Design Engineer	Designer/CADD Operator		
2025 Hourly Rate Schedule	\$ 275.00	\$ 215.00	\$ 215.00	\$ 175.00	\$ 175.00		
Employee	Kyle Gallup	Todd Pitner	Ciprian Stelea	Jocelyn	Andres		
Task 1: Field Investigation	2		6	6		14	\$ 2,978.00
Task 2: Structural Report - Findings / Recommendations			4	4	40	48	\$ 8,440.41
Task 3: Project Management, Coordination and Meetings	2	8	8	2		20	\$ 4,487.52
						0	
						0	
TOTAL	4	8	18	12	40	82	15,905.92

February 28, 2025

Jeff Hitch
City Engineer
Department of Public Works/Engineering
City of Murrieta

Re: Proposal for Emergency Bridge Replacement
Phase 2: Evaluation, Design, Plan Preparation and Environmental Permitting
Hayes Avenue

Dear Mr. Hitch:

Michael Baker International (Michael Baker) is pleased to provide a proposal for the evaluation of alternative concepts, design, plan preparation and environmental permitting for an emergency repair of the referenced Hayes Avenue Bridge.

Project understanding and scope of work is outlined in Exhibit A. Schedule is provided in Exhibit B. Compensation and Payment are outlined in Exhibit C. Fee Schedules are included in Exhibit D.

If you have any questions, please do not hesitate to contact me at (949) 933-2552 or todd.pitner@mbakerintl.com.

Sincerely,



Todd L. Pitner, P.E., QSD, QSP
Project Manager
Michael Baker International

todd.pitner@mbakerintl.com.

EXHIBIT A

Project Understanding and Scope of Work

Project Understanding

Michael Baker International (Baker), as requested by the City of Murrieta (City), performed an emergency bridge investigation for the timber bridge located along Hayes Avenue in the City of Murrie, CA on February 11, 2025. The results of this investigation were summarized in a report titled, "*Hayes Avenue Bridge, Emergency Bridge Structural Observations and Load Rating Analysis Report*", dated February 21, 2025. (This investigation and report are referred to, herein, as Phase 1.)

The referenced report concludes the bridge is structurally inadequate for HS20-44 (40-ton truck) vehicular loading, (including fire trucks). The existing timber decking and girders are of poor condition. The replacement of the timber decking and girders were considered, however, upon completion of the repair, the existing bridge would still be structurally insufficient to accommodate HS20-44 (40-ton truck) vehicular loading. For this reason, Michael Baker recommends the complete demolition and replacement of the existing bridge with a Reinforced Concrete Box (RCB) or alternative structure.

Phase 2 includes the evaluation of alternative concepts, design, plan preparation and permitting of the new structure.

All work is in intended to mitigate an "emergency situation", as defined below. This scope provides the requisite tasks needed to evaluate resources and obtain regulatory permits with the U.S. Army Corps of Engineers, San Diego Regional Water Quality Control Board, and the California Department of Fish and Wildlife. This scope of work assumes the project would be categorically exempted under CEQA under CEQA Guidelines Section 15302, *Replacement or Reconstruction*.

Definition: An "emergency situation" is present where there is a clear, sudden, unexpected, and imminent threat to life or property demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property or essential public services (i.e., a situation that could potentially result in an unacceptable hazard to life or a significant loss of property if corrective action requiring a permit is not undertaken immediately).

Scope of Work: Any work authorized by this Regional General Permit (RGP) must be the minimum necessary to alleviate the immediate emergency, unless complete reconstruction only results in very minor additional impact to aquatic resources and logistical concerns indicate such reconstruction is as expedient considering the condition of the project site and is limited to in-kind replacement or refurbishment. Moderate upgrading would be considered if the applicant wishes to use bioremediation or other environmentally sensitive solutions. The RGP may NOT be used to upgrade an existing structure to current standards when that activity would result in additional adverse effects on aquatic resources, except in very limited circumstances. Such upgrade projects shall be considered separate activities for which other forms of authorization will be required.

Scope of Work:

PHASE I: Bridge Investigation and Report (See proposal dated February 11, 2025)

Task 1: Field Investigation (Tuesday, February 11, 2025) - *Complete*

Task 2: Structural Observation Report - Findings / Recommendations - *Complete*

Task 3: Project Management, Coordination and Meetings - *Complete*

PHASE 2: Evaluation, Design, Plan Preparation and Environmental Permitting

Task 4: Survey / Utility Coordination

a. Record Data Map Preparation

In order to include and plot the record position of the project boundary in approximate orientation with a specific coordinate system, compiled aerial topographic base data or other overlay features, Baker shall perform the following tasks:

- Baker shall perform research of the available public records via on-line services to obtain maps and other items that affect the boundary location of the property;
- Baker shall prepare a preliminary record data map to be used by the field survey crew to search for a sampling of boundary monuments;
- Baker shall perform a field survey of said monuments in order to establish orientation of the record survey data in relation to the coordinate system used in the topographic mapping;
- Baker shall plot the record boundary lines on the aerial base map, with the understanding of the Client that said record boundary is NOT the result of a comprehensive boundary survey and analysis, and that it's orientation may disagree substantially from the position determined by a full boundary survey and analysis;
- The budget for this scope of work is based upon an assumption that adequate and accessible boundary monumentation exists in the immediate project vicinity to control this record data survey.

Any cost associated with the preparation and processing of a Record of Survey Map, if one becomes necessary as a legal requirement, shall be covered by Client.

b. Topographic Survey

Baker shall prepare a Topographic Survey for the project site, which will be used for engineering design. This survey will include 1-foot contours. The scope covers approximately 250 linear feet (approximately 100 feet upstream and downstream of project limits. The survey shall include the following:

- Locate existing street and edge of pavement
- Locate existing bridge
- Locate existing channel and flowline
- Locate above ground utilities
- Dip any sewer manhole
- Locate any features that will affect site drainage

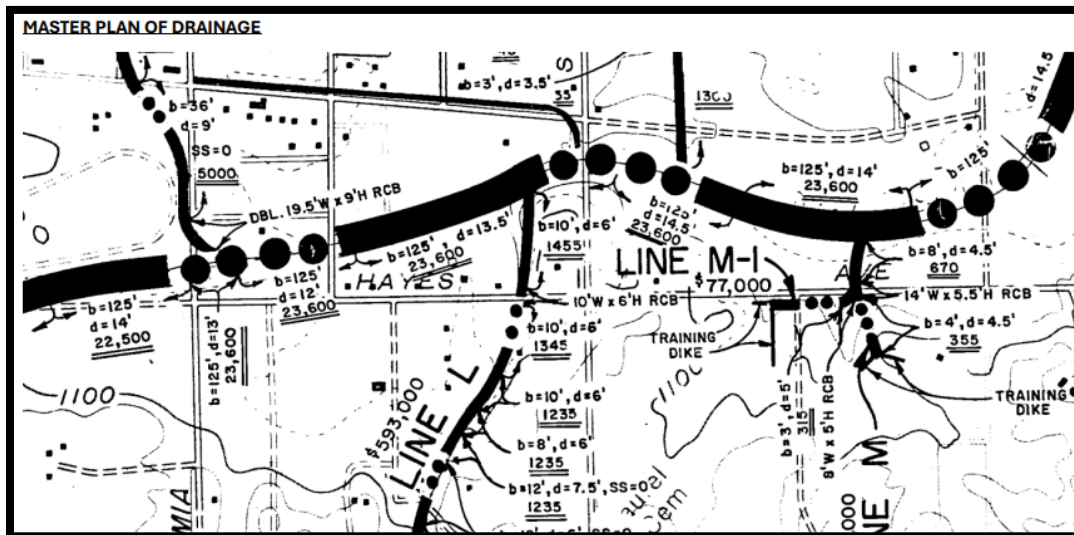
c. Utility Coordination

Michael Baker shall perform due diligence of existing utilities and obtain best available, as-built drawings, from applicable agency. Existing utilities shall be drawn into CAD and shown in the base file of the construction drawings.

Task 5: Evaluation of Alternative Concepts

Michael Baker shall evaluate alternative designs to include, but not limited to, precast reinforced concrete box, cast in place concrete box and Contech Bridge span. Each alternative design will be sized to accommodate anticipated stormwater flows and ensure compatibility with future extension, if needed, to ultimate right of way. Alternative designs will be evaluated in regards to hydraulic capacity, costs, availability, schedule and constructability.

Hayes Bridge crosses over “Line L” per the City of Murrieta Master Plan of Drainage.



Per the Master Plan of Drainage, the design stormwater flow rate for the 100-year storm event is 1,455 cfs. Michael Baker will coordinate with Riverside County Flood Control and Water Conservation District (RCFCWCD) to verify. Note that this task does not include a hydrology analysis.'

Deliverable will include a report which summarizes a comparison of alternatives. Report will be provided to City for review for concurrence of selected alternative, prior to plan preparation. Task also includes consultation with geotechnical engineer to ensure assumed soil characteristics are sufficient.

Task 6: Plan Preparation

Michael Baker shall prepare a Storm Drain Plan at 10 scale, per standards and design criteria of City of Murrieta and Riverside County Flood Control and Water Conservation District (RCFCWCD).

Deliverables include four sheets; Title, Notes and Details, Plan and Profile and Erosion Control. Additional sheets may be necessary depending on the type of structure selected.

Task 7: Engineer's Estimate of Costs

Michael Baker shall prepare a cost estimate based on the construction drawings. Quantities shall be compiled using scaled and digitized measurements from the approved improvement plans.

Task 8: Scheduling

Michael Baker shall prepare and maintain a project schedule of all tasks outlined herein. The initial version of the schedule is included in Exhibit B. Each task includes an anticipated start date, duration and end date. Critical path is defined.

The schedule will continually evaluated and updated, as necessary, when actual dates differ from assumed dates. City will be informed of any delays and/or adjustments to schedule.

Task 9: Biological Resources Assessment and Aquatic Resources Delineation Report

Michael Baker will conduct a comprehensive literature and database review of the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database RareFind 5, the California Native Plant Society (CNPS) online Inventory of Rare and Endangered Plants of California, and the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation Project Planning Tool to determine which special-status biological resources¹ have the potential to occur on or in the general vicinity of the project site. Michael Baker will also review on-site and adjoining soils using the U.S. Department of Agriculture Web Soil Survey, U.S. Geological Survey 7.5-minute topographic quadrangle maps, and historic/current aerial photographs to further assess the ecological changes that have occurred within the project site. Due to the disturbed nature and current land uses, no focused plant or wildlife surveys are anticipated to support preparation of the project's CEQA documentation.

Following the literature review, Michael Baker qualified biologists will conduct a field survey of the project site, plus a 300-foot buffer (the biological study area), to document baseline biological conditions and evaluate the site's potential to support special-status plant and wildlife species identified during the literature review. Plant and wildlife species detected during the field survey will be recorded and the location of special-status biological resources will be mapped, if detected on-site. Natural vegetation communities occurring within the project site will be classified in accordance with *A Manual of California Vegetation* (Sawyer et al. 2009). During the site visit, potentially jurisdictional aquatic resources regulated by federal and state agencies will be identified. Data collected during the literature review and field survey will provide an overall understanding of the project setting and biological resources potentially occurring in the area.

Michael Baker will analyze the project site within the context of the MSHCP and any current City or County guidance. Based on a preliminary review of the MSHCP, the parcel occurs within an MSHCP Criteria Cell and the MSHCP-defined survey area for Burrowing Owl. In addition, the project site must also be evaluated as it relates to the policy in Section 6.1.2 (Riparian/Riverine and Vernal Pool Resources). Based

¹Special-status biological resources refers to those plant and wildlife species that are Federally or State listed, proposed, or candidates; plant species that have been designated a California Rare Plant Rank 1 or 2 by the California Native Plant Society; and species that are designated by the CDFW as Fully Protected, or Species of Special Concern.

on the observations made during the habitat assessment, if there are additional resources that could potentially occur and it is determined that additional studies are needed, an additional scope and fee for those services will be provided.

Michael Baker will then prepare a biological resources letter report that will summarize the information and results obtained during the literature review and field survey. The report will include the species (plants and wildlife) detected, vegetation communities and land cover types mapped, and summary of special-status biological resources that have potential to occur on or in the vicinity of the project site. In addition, the biological report will provide an analysis of potential project-related impacts. Site photographs taken during the field survey and Geographic Information Systems (GIS) figures will be included in the report to further enhance the written text and visually identify specific biological information as it relates to the project site.

Assumptions and Exclusions:

- *This task assumes one field survey by two biologists will be required and that full access to the project site will be provided, including keys to locked gates and advance notice of our right of entry.*
- *This task does not include focused, protocol-level species surveys.*
- *This task includes one impact analysis of the proposed project's development footprint (at least 30% engineering design) and one round of review/revisions to the draft report before accepted as final.*

Deliverable:

- *One draft and one final Biological Resources Letter Report submitted electronically in Microsoft Word and PDF formats.*

TASK 10: CEQA Class 2 Categorical Exemption

Michael Baker assumes the project is exempt from CEQA per the Class 2 Categorical Exemption codified in CEQA Guidelines Section 15302. Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

Accordingly, Michael Baker will prepare a Notice of Exemption (NOE) for City filing. The NOE will include a detailed project description and exhibits, along with supporting documentation that the project meets the criteria for application of the exemption and that no unusual circumstances or environmental conditions are present. Should environmental resources be identified in the course of research and field work associated with the biological and regulatory permitting tasks requiring mitigation, Michael Baker will immediately consult with the City to identify a path forward for CEQA compliance, along with commensurate scope and fee for the additional services.

This scope of work assumes that Michael Baker will prepare an administrative draft CEQA Categorical Exemption and NOE for review by the City. Michael Baker will address the City's comments on the administrative draft CEQA Categorical Exemption and NOE and will submit a proofcheck draft of the CEQA Categorical Exemption and NOE for the City's final review. Following final review by the City, we will provide the final public draft and related attachments electronically.

Assumptions and Exclusions:

- Assumes up to 4 hours of coordination meetings.
- The City will be the primary reviewer of the Categorical Exemption and NOE.
- Michael Baker will file the NOE with the County Clerk and CEQANet on behalf of the City. This includes payment of the County's \$50 filing fee.
- The Categorical Exemption and NOE may require up to three (3) rounds of review.
- Up to 3 exhibits will be included in the Categorical Exemption to support the environmental review.
- It is assumed that no technical analysis, data/records searches, or technical studies will be prepared to support the Categorical Exemption besides Michael Baker's biological and regulatory permitting studies.

Deliverable:

- Administrative Draft CEQA Categorical Exemption and NOE (submitted electronically)
- Proofcheck Draft CEQA Categorical Exemption and NOE (submitted electronically)
- Final CEQA Categorical Exemption and NOE (submitted electronically and posted with the Clerk of the Board and CEQANet)

TASK 11: Regulatory Permit Application Preparation, Submittal, and Processing

It is anticipated that the subject project will require emergency notifications to the regulatory agencies. Michael Baker will prepare, submit, and process emergency permit applications to the U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act, the San Diego Regional Water Quality Control Board pursuant to Section 401 of the Clean Water Act and the Porter-Cologne Water Quality Control Act, and to the California Department of Fish and Wildlife pursuant to Sections 1600-1617 of the California Fish and Game Code.

Assumptions and Exclusions:

- The City will pay any application fees.
- Michael Baker will submit the application packages to each agency on behalf of the City.

Deliverable:

- Draft and final application packages (USACE, RWQCB, CDFW)

Task 12: Project Management, Coordination and Meetings

Michael Baker will attend project meetings and perform coordination and contract administration associated with this project. This task shall be performed on a time and materials basis. An initial budget of twenty (20) hours has been assigned for this Task.

OPTIONAL TASKS

The following tasks have been included in the event the resource agencies determine additional information is required for MSHCP compliance.

WRMSHCP Determination of Biologically Equivalent or Superior Preservation Report

If MSHCP Covered Resources (e.g., riparian/riverine habitat, narrow endemic plant species, burrowing owls, etc.) occur on the project site and will be impacted by the proposed project, a Determination of Biologically Equivalent or Superior Preservation (DBESP) Report will be prepared and submitted to the Riverside County Regional Conservation Authority (RCA) and Wildlife Agencies (CDFW and USFWS) for review and approval. The DBESP Report will be prepared in accordance with the RCA's most recent DBESP template and will include the following:

- definition of the project area
- a written project description, demonstrating why an avoidance alternative is not feasible
- a written description of biological information available for the project site including the results of resource mapping
- quantification of unavoidable impacts to riparian/riverine areas, vernal pools, burrowing owl, or other MSHCP-covered resources associated with the project, including direct and indirect effects
- a written description of project design features and mitigation measures that reduce indirect effects, such as edge treatments, landscaping, elevation difference, minimization, and/or compensation through restoration or enhancement:
 - compensatory mitigation measures developed during the pre-application meetings with the RCA, USACE, RWQCB, CDFW, and USFWS will be used to offset impacts as appropriate.
- a finding demonstrating that although the proposed project would not avoid impacts, with proposed design and compensation measures, the proposed project would be biologically equivalent or superior to that which would occur under an avoidance alternative without these measures, based on one or more of the following factors:
 - effects on Conserved Habitats
 - effects on the riparian/riverine species listed in MSHCP Section 6.1.2
 - effects on riparian Linkages and function of the MSHCP Conservation Area

This task includes GIS staff time to analyze and create the figures or exhibits, which will be prepared on an aerial photograph base at a scale of 1:2,400 (1 inch = 200 feet) and time for coordination with the wildlife agencies.

Assumptions and Exclusions:

- *Submittal of the report to the RCA will trigger the start of a 10-day (business) review. Once the RCA concurs with those findings, they will forward the report to the Wildlife Agencies, which will trigger the start of a 60-day review period.*
- *Six hours have been included in this scope for RCA and Wildlife Agency coordination that may be necessary.*
- *This task also assumes one round of review/revisions to the draft report before submittal to the Wildlife Agencies and a second round of review/revisions to the draft report before submitting the final DBESP to the RCA/Wildlife Agencies for their review and concurrence.*

Deliverables:

- *One draft and one final Determination of Biological Equivalent or Superior Preservation Report submitted to the client electronically in Microsoft Word and PDF formats.*

Joint Project Review Application

The application package for a Joint Project Review (JPR) will be prepared for submittal to the RCA and Wildlife Agencies. The application will be prepared using the data from the Habitat Evaluation and MSHCP Consistency Analysis and DBESP, and GIS shapefiles.

Assumptions and Exclusions:

- *Michael Baker will submit the JPR package to the City for review and approval.*
- *As the permittee, the City will be responsible for submitting the JPR package to the RCA. Submittal of the JPR package will trigger the start of a 14 calendar day review by the RCA. Once the RCA concurs with the JPR, they will forward the package to the Wildlife Agencies which will trigger the start of their 10-day review period.*
- *This task also assumes one round of review/revisions to the draft JPR package before submittal to the RCA/Wildlife Agencies and a second round of review/revisions to the draft report before submitting the final DBESP to the RCA/Wildlife Agencies for their review and concurrence.*

Deliverable:

- *One draft and one final JPR application will be submitted to the City.*

Focused Burrowing Owl Survey and Report

If suitable habitat for burrowing owl was determined to be present on the project site during the habitat assessment, then Michael Baker qualified biologists will conduct Step II (Locating Burrows and Burrowing Owls) of the MSHCP Burrowing Owl Survey Instructions (RCA 2006). The two-part method is as follows:

- **Step II – Part A (Focused Burrow Survey):** A systematic survey for potentially suitable burrows, burrow complexes, or man-made features (e.g., debris piles) that could be used by burrowing owl as nest structures will be conducted on foot. All potentially suitable burrow features will be mapped, including GPS coordinates. Burrows encountered will be examined for shape, scat, pellets, white-wash, feathers, tracks, and prey remains. The location of suitable habitat, potential burrows, sign, and burrowing owls observed will be recorded and mapped with a hand-held GPS unit. Methods to detect presence of burrowing owls include direct observation, aural detection,

and signs of presence. Where feasible, the focused burrow survey will be combined with a site visit in Step II – Part B (below). This has been incorporated into the project’s cost.

- **Step II – Part B (Focused Burrowing Owl Survey):** Four visits will be conducted on four separate days during the breeding season (March 1 through August 31). Surveys will be conducted from one hour before sunrise to two hours after sunrise or two hours before sunset to one hour after sunset.

All surveys will be conducted during weather conditions conducive to observing burrowing owls outside of their burrows (i.e., not during rain, high winds [> 20 mph], dense fog, or temperatures exceeding 90°F). Walking transects will be spaced approximately 33 feet apart or less to ensure 100% visual coverage of all areas. The survey area will include the project site and a 500-foot buffer, as legally accessible to Michael Baker. Binoculars will be used in areas that are inaccessible on foot, with more complete, thorough coverage within the proposed project site.

Areas providing potential habitat for burrowing owls will be surveyed for suitable burrows, consisting of natural and man-made substrates in areas with low, open vegetation within the project site. All burrow features encountered will be examined for shape, scat, pellets, white-wash, feathers, tracks, and prey remains. The location of all suitable burrowing owl habitat, potential owl burrows, burrowing owl sign, and any owls observed will be recorded and mapped with a hand-held GPS unit. Methods to detect presence of burrowing owls include direct observation, aural detection, and signs of presence.

Following the completion of the final survey, a letter report will be prepared that includes a summary of the methods, conditions, and results of the surveys. Site photographs taken during the field survey and figures will be included in the report to further enhance written text and visually identify specific biological information as it relates to the project site. This task includes time for GIS analysis to support the preparation of up to two figures.

Assumptions and Exclusions:

- *This task assumes that potentially suitable habitat for burrowing owl occurs on-site, requiring completion of four field surveys in accordance with protocols provided in the MSHCP Burrowing Owl Survey Instructions.*
- *This task assumes that the City will provide full access to the project site, as well as keys to locked gates and advance notice to existing property tenants of our right of entry.*
- *This task also assumes one round of review/revisions of the draft burrowing owl survey report by the City before accepted as final.*

Deliverables:

- *One draft and one final Focused Burrowing Owl Survey Report submitted to the City electronically in Microsoft Word and PDF formats.*

EXHIBIT B

Schedule

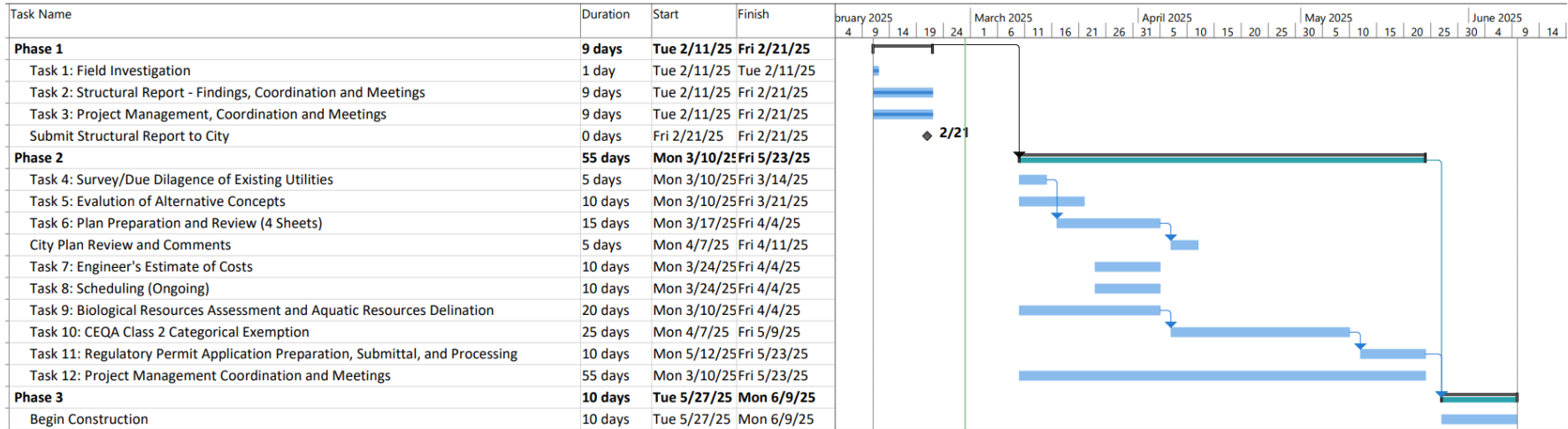


EXHIBIT C
Compensation / Payment

Michael Baker shall complete the work outlined above in accordance with the fee schedule identified below and shall invoice Client on a monthly basis based on the hours worked. Client agrees to compensate Michael Baker or such services as follows:

ITEM	DESCRIPTION	Time & Materials (Not to Exceed)
Task 4:	Survey / Utility Coordination	
	a. Record Data Map Preparation	\$5,644
	b. Topographic Survey	\$5,891
	c. Utility Coordination	\$2,030
Task 5:	Evaluation of Alternative Concepts	\$7,009
Task 6:	Plan Preparation	\$7,246
Task 7:	Engineer’s Estimate of Costs.....	\$1,015
Task 8:	Scheduling.....	\$875
Task 9:	Biological Resources Assessment and Aquatic Resources Delineation Report	\$12,516
Task 10:	CEQA Class 2 Categorical Exemption Scheduling.....	\$14,606
Task 11:	Regulatory Permit Application Preparation, Submittal, and Processing	\$11,698
Task 12:	Project Management, Coordination and Meetings	\$5,145
	Total Fee	\$73,675

All tasks shall be billed hourly. The budget amount shown is for authorization purposes only. Should the total of the monthly billings reach eighty percent (80%) of the budget amount, Client and Michael Baker will review the status of the work to determine the need for an increase in the budget amount, and whether additional budget authorization to complete the project is appropriate.

**EXHIBIT D
Fee Schedule**

		Approximate Person Hours									Total Actual Hours	Approved Budget (Time and Materials)
		Principal	Project Manager	Design Engineer	Structural Engineer	Design Engineer	Designer/CADD Operator	Survey	Survey	Survey Manager		
2025 Hourly Rate Schedule		\$ 275.00	\$ 215.00	\$ 175.00	\$ 215.00	\$ 175.00	\$ 175.00	\$ 350.00	\$ 165.00	\$ 225.00		
Employee		Geotech	Todd Pilner	Alex Svecz	Ciprian Stelea	Jocelyn	Andres	2 Person Crew	Survey Tech	John Duquette		
PHASE 2												
Task 4: Survey / Utility Coordination												
a) Record Data Map Preparation								8	12	4	24	\$ 5,644
b) Topographic Survey								12	8	2	22	\$ 5,891
c) Utility Coordination			4	8								\$ 2,030
Task 5: Evaluation of Alternative Concepts		8	16	8								\$ 7,009
Task 6: Plan Preparation			16	26								\$ 7,246
Task 7: Engineer's Estimate of Costs			2	4								\$ 1,015
Task 8: Scheduling				6								\$ 875
Task 9, 10 and 11: Biological and Regulatory Services		(Fee Matrix provided separately)										\$ 38,820
Task 12: Project Management Coordination and Meetings			10	10								\$ 5,145
TOTAL												73,675

Michael Baker INTERNATIONAL		Hayes Avenue Bridge (Environmental)													Total Actual Hours	Labor Cost Subtotal	Other Direct Costs	Approved Budget (Time and Materials)
		Approximate Person Hours																
		Technical Manager	Technical Manager	Senior Biologist	Biologist I	Project Manager I	Regulatory Specialist	Technical Editor	Principal	QA/QC Lead	Project Manager	Senior Planner	Planner	GIS				
2025 Hourly Rate Schedule		\$ 199.00	\$ 221.00	\$ 169.00	\$ 100.00	\$ 163.00	\$ 172.00	\$ 114.00	\$ 270.00	\$ 232.00	\$ 190.00	\$ 205.00	\$ 105.00	\$ 125.00				
Tasks																		
Task 9: Biological Resources Assessment Report	4		52	12	8		2								78	\$ 12,316.00	\$ 200.00	\$ 12,516.00
Task 10: CEQA Notice of Exemption								12	8	7	8	48	8		91	\$ 14,106.00	\$ 500.00	\$ 14,606.00
Task 11: Regulatory Permit Application Packages	4	20			6	32									62	\$ 11,638.00		\$ 11,638.00
TOTAL HOURS	8	20	52	12	14	32	2	12	8	7	8	48	8	231	\$ 38,120	\$ 700	\$ 38,820.00	
Optional Tasks																		
DBESP Report	8		36		6		2								52	\$ 8,882.00		\$ 8,882.00
Joint Project Review Application	2		10		2										14	\$ 2,414.00		\$ 2,414.00
Burrowing Owl Surveys and Report	2		40	20	4		2								68	\$ 10,038.00	\$ 200.00	\$ 10,238.00
TOTAL	12	0	86	20	12	0	4	0	0	0	0	0	0	134			\$ 21,534.00	

**AGREEMENT BETWEEN THE CITY OF MURRIETA
AND
MICHAEL BAKER INTERNATIONAL**

This Agreement ("Agreement"), made this 20th day of June, 2023, by and between the CITY OF MURRIETA, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("CITY"), and MICHAEL BAKER INTERNATIONAL, a California Corporation ("CONSULTANT") with reference to the following facts, which are acknowledged by each party as true and correct:

RECITALS

- A. CITY is a general law city, formed and existing pursuant to the provisions of the California Government Code.
- B. CITY is authorized to enter into consultant agreements under the provisions of California Government Code section 53060.
- C. CITY desires or is in need of Civil Engineering services.
- D. CONSULTANT has special knowledge, experience and facilities for accomplishing the above design or engineering services.
- E. CITY now desires to retain CONSULTANT to accomplish the above design or engineering services, and CONSULTANT is willing to be so retained pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

OPERATIVE PROVISIONS

1. RESPONSIBILITIES OF CONSULTANT

1.1 CONSULTANT shall undertake to carry on the scope of services as listed in the attached Scope of Services (refer to Exhibit "A"), which is attached to and made a part of this Agreement. To the extent the provisions of Exhibit "A" are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of Exhibit "A" shall not apply. These duties may be adjusted from time to time as agreed upon in writing by CONSULTANT and CITY. Any additional services authorized by CITY shall be subject to all terms and conditions of this Agreement, except as modified in writing in accordance with Section 24.

1.2 CONSULTANT acknowledges that no level of work is guaranteed. Assignments will be determined on an as-needed basis for which purchase orders will be issued based on services required and CONSULTANT's fee schedule (refer to Exhibit "B"), which is attached to and made a part of this Agreement.

1.3 Representations. CONSULTANT will perform the services set out in this Agreement, as contemplated herein, in an efficient, timely, and professional manner, and in accordance with generally accepted standards for performing similar services. It is understood that CITY, in entering into this Agreement, is relying on CONSULTANT's representations for quality and professional work performed in a timely manner, and CONSULTANT shall perform in accordance with those representations and standards.

1.4 Monthly Written Reports. The Project Manager of CONSULTANT shall prepare and submit to the Assistant City Manager a monthly written report specifying the activities of CONSULTANT pursuant to this Agreement. CONSULTANT shall prepare the monthly written report in a format acceptable to the CITY. CONSULTANT shall submit the monthly written report to the CITY by the second Friday of each month.

2. ADMINISTRATION OF AGREEMENT

2.1 CITY appoints its City Manager, or his/her designee, to administer CITY's rights under this Agreement, and to review the work performed by CONSULTANT pursuant to the scope of services.

2.2 CONSULTANT shall keep the City Manager, CITY's representative, or his/her designee or designees, fully informed as to the progress of the work and shall submit to CITY such oral and written reports as CITY may specify.

2.3 This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For CITY:	Jeffrey J. Hitch, Principal Civil Engineer
Address:	City of Murrieta One Town Square Murrieta, CA 92562
Phone:	(951) 461-6065
Facsimile:	(951) 461-6049
For CONSULTANT:	John Tanner Vice President
CONSULTANT:	Michael Baker Interational
Address:	40810 County Center Drive, Suite 200 Temecula, CA 92591
Phone:	(951) 506-3530
Facsimile:	N/A

3. TERM

3.1 The services called for under this Agreement shall be provided by CONSULTANT during the period commencing upon execution of this Agreement and shall continue through June 30, 2026. This Agreement may renew for up to three (3) additional one (1) year terms based on satisfactory performance of the services called for in the Agreement, at the discretion of the City Manager at least thirty (30) days written notice prior to the expiration of the initial term or any subsequent annual renewal.

3.2 Time is of the essence for this Agreement and each provision of this Agreement, unless otherwise specified in this Agreement.

4. PAYMENT TO CONSULTANT

4.1 Consideration. In consideration of the services to be performed by CONSULTANT for the CITY as set forth in Section 1, the CITY agrees to pay CONSULTANT for hours worked at the hourly rates specified in the CONSULTANT'S rate and fee schedule in Exhibit "B". The specified hourly rates include direct salary costs, employee benefits, overhead, and fee. The CITY also agrees to pay CONSULTANT for incurred direct costs other than salary costs, and other costs that are identified in Exhibit "A". The total amount payable by the CITY shall not exceed the amount designated on individual purchase orders issued pursuant to this Agreement. Each purchase order will require a scope of services, expected results, project deliverables, period of performance, and project schedule. CONSULTANT shall accept such sums as full compensation for the services listed on each individual purchase order. The rates on Exhibit "B" may be adjusted at the beginning of each fiscal year up to the amount of change in the Consumer Price Index, not to exceed five percent (5%).

4.2 Additional Services. If CITY desires any additional services ("Additional Services"), CONSULTANT may, upon written request by the CITY, furnish a proposal including an itemized statement of the estimated cost of the Additional Services thereof, and the CITY may modify or alter the proposal, or may reject the proposal in its entirety, at its sole discretion, or may direct the submission of a new proposal which may be accepted, altered or rejected. Upon the written approval of any Additional Services including costs by CONSULTANT and CITY, CONSULTANT shall perform the Additional Services and CITY will pay to CONSULTANT the cost of the Additional Services as agreed in writing. All money due for Additional Services shall be supported by a detailed statement of CONSULTANT showing the basis of said claims, and certified by proper officers of CONSULTANT.

4.3 Payments. CONSULTANT shall submit monthly invoices to the CITY for CONSULTANT's services rendered, in accordance with the schedule of tasks and charges attached as Exhibit "B", not to exceed the amount of the City issued purchase order. Payment of CONSULTANT's fee shall be made in accordance with CITY's normal schedule for issuance of checks. CONSULTANT agrees and acknowledges that it is CONSULTANT's sole responsibility to report as income all compensation received from CITY, and to make the requisite tax filings and payments to the appropriate federal, state and local tax authorities.

5. STATUS OF CONSULTANT

5.1 Independent Contractor. It is understood and agreed that CITY is interested only in the results obtained from service hereunder and that CONSULTANT shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. CONSULTANT shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of CONSULTANT and which shall not be subject to control or supervision by the CITY, except as to the results of the work. CONSULTANT is, for all purposes arising out of this Agreement, an independent contractor, and neither CONSULTANT, nor its employees, agents, or representatives shall be deemed an employee of the CITY for any purpose.

5.2 Employee Benefits. CONSULTANT shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, representatives and employees in performing

services pursuant to this Agreement. It is expressly understood and agreed that CONSULTANT and its employees, agents, and representatives shall in no event be entitled to any CITY benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave, or other benefits.

5.3 Workers' Compensation Insurance. CONSULTANT agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder, as provided in Section 6.1.2 of this Agreement.

5.4 Prevailing Wages. Pursuant to provisions of section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Agreement, from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office. CONSULTANT shall post a copy of such rates at their office and shall pay the adopted prevailing wage rates as a minimum. If applicable, CONSULTANT shall comply with the provisions of sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code and any other applicable laws.

Pursuant to the provisions of section 1775 of the Labor Code, CONSULTANT shall forfeit to CITY, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any sub-consultant under him, in violation of the provisions of this Agreement.

6. INSURANCE

CONSULTANT shall not begin the services under this Agreement until it has: (a) obtained, and upon the CITY's request, provided to the CITY, insurance certificates reflecting evidence of all insurance required in this Section 6; however, CITY reserves the right to request, and CONSULTANT shall submit, copies of any policy upon reasonable request by CITY; (b) obtained CITY approval of each company or companies as required by Section 6; and (c) confirmed that all policies contain the specific provisions required in Section 6.

6.1 Types of Insurance. At all times during the term of this Agreement, CONSULTANT shall maintain insurance coverage as follows:

6.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an occurrence basis to protect CONSULTANT and CITY against liability or claims of liability which may arise out of this Agreement in the amount of One Million Dollars (\$1,000,000) per occurrence and subject to an annual aggregate of One Million Dollars (\$1,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.

6.1.2 Workers' Compensation. For all of CONSULTANT's employees who are subject to this Agreement and to the extent required by applicable state or federal law, CONSULTANT shall keep in full force and effect a Workers' Compensation policy. That policy shall provide employers' liability coverage as required by applicable state and/or federal Workers' Compensation laws, and CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected

officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against CITY by a bona fide employee of CONSULTANT participating under this Agreement, CONSULTANT agrees to defend and indemnify the CITY from such claim.

6.1.3 Professional Liability. For all of CONSULTANT's employees who are subject to this Agreement, CONSULTANT shall keep in full force and effect Professional Liability coverage for professional liability with a limit of One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) annual aggregate. CONSULTANT shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of services under this Agreement; and (2) the policy will be maintained in force for a period of four years after termination of this Agreement or substantial completion of services under this Agreement, whichever occurs last. CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss.

6.1.4 Automobile Liability. Limits shall be no less than \$1,000,000 per accident, combined single limit. If CONSULTANT owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT's employees will use personal autos in any way on this project, CONSULTANT shall obtain evidence of personal auto liability coverage for each such person.

6.2 Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that are rated "A-" and "V" or better by the A.M. Best Key Rating Guide, and are licensed to do business in the State of California. CITY will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

6.3 Deductibles. All deductibles on any policy shall be the responsibility of CONSULTANT and shall be disclosed to CITY at the time the evidence of insurance is provided.

6.4 Specific Provisions Required. Each policy required under this Section 6 shall expressly provide, and an endorsement shall be submitted to CITY, that: (a) the policies are primary and non-contributory to any insurance that may be carried by CITY; and (b) CITY is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation, material reduction, or non-renewal of the policy or policies. Additionally, the CGL policy shall expressly provide, and an endorsement shall be submitted to CITY, that the City of Murrieta and its respective officers and employees are additional insureds under the policy.

6.5 Indemnity Not Limited by Insurance. CONSULTANT's liabilities, including, but not limited to, CONSULTANT's indemnity and defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and CONSULTANT's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by CITY.

7. AUDIT AND INSPECTION OF RECORDS

At any time during CONSULTANT's normal business hours and as often as CITY may deem necessary, and upon reasonable notice, CONSULTANT shall make available to CITY, or any of its duly authorized representatives, for examination, audit, excerpt, copying or transcribing, all data, records, investigation reports and all other materials respecting matters covered by this Agreement. CONSULTANT will permit CITY to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement. All material referenced in this Section, including all pertinent cost accounting, financial records, and proprietary data, must be kept and maintained by CONSULTANT for a period of at least four (4) years, or for the period required by law, whichever is greater, after completion of CONSULTANT's performance hereunder, unless CITY's written permission is given to dispose of same prior to that time.

8. CONFIDENTIALITY AND USE OF INFORMATION

8.1 Except as otherwise provided by law, all reports, communications, documents and information obtained or prepared by CONSULTANT respecting matters covered by this Agreement shall not be published without prior written consent of City Manager or his designees, nor shall CONSULTANT issue any news releases or publish information relating to its services hereunder without the prior written consent of the City Manager. CONSULTANT shall hold in trust for the CITY, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the CITY's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

8.2 CONSULTANT shall advise CITY of any and all materials used, or recommended for use, by CONSULTANT to achieve the project goals that are subject to any copyright restrictions or requirements. In the event CONSULTANT shall fail to so advise CITY and, as a result of the use of any programs or materials developed by CONSULTANT under this Agreement, CITY should be found in violation of any copyright restrictions or requirements, CONSULTANT agrees to indemnify and hold harmless CITY against any action or claim brought by the copyright holder.

8.3 Ownership of Records. All records created by the CONSULTANT shall become the property of the CITY and shall be subject to state law and CITY policies governing privacy and access to files. The CITY shall have access to and the right to examine all books, documents, papers and records of the CONSULTANT involving transactions and work related to this Agreement. The CONSULTANT shall retain all copies of records for a period of five (5) years from the date of final payment.

9. NOTICE

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) by U.S. Mail, mailed either by certified mail, return receipt requested, with postage prepaid and addressed to the party to whom the notice is directed, or (c) via facsimile transmission (with proof of confirmation by sender). Service shall be considered given when received if personally served or, if mailed, two days after deposit in the United States Mail by certified mail, return receipt requested. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the

parties are as set forth in Section 2 above.

10. TERMINATION FOR CAUSE

10.1 CITY may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of any of the covenants, agreements, or stipulations of this Agreement by CONSULTANT, (b) CONSULTANT, through any cause, failing to fulfill in a timely and proper manner its obligations under this Agreement, (c) any act by CONSULTANT exposing CITY to liability to others for personal injury or property damage, or (d) if CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by CITY of termination for cause shall contain the reasons for such intention to terminate and shall specify the effective date thereof. Unless prior to the effective date of the termination for cause the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall cease and terminate on the effective date specified in the written notice by CITY.

10.2 In the event of such termination, CONSULTANT shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination in accordance with this Agreement, less any payments theretofore made, as determined by CITY, not to exceed the amount payable herein, and CONSULTANT expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

11. TERMINATION FOR CONVENIENCE OF CITY

11.1 CITY may terminate this Agreement at any time and for any reason by giving written notice to CONSULTANT of such termination, and specifying the effective date thereof, at least fifteen (15) days prior to the effective date.

11.2 If the Agreement is terminated as provided in this Section, CONSULTANT shall be entitled to receive compensation for any satisfactory work completed up to the receipt by CONSULTANT of notice of termination, less any payments theretofore made and not to exceed the amount payable herein, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by CITY for the performance of such work.

12. PERFORMANCE AFTER TERMINATION

Upon termination of this Agreement as provided herein, CONSULTANT shall, within such reasonable time period as may be directed by City Manager, complete those items of work, which are in various stages of completion, and, which City Manager determines are necessary to be completed by CONSULTANT to allow the project to be completed in a timely, logical, and orderly manner. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, and other materials prepared by CONSULTANT shall be delivered to the City Manager, upon his request, as property of CITY.

13. DEFENSE AND INDEMNIFICATION

13.1 Indemnity for Professional Liability. Except for the sole negligence or willful misconduct of CITY, CONSULTANT shall, to the fullest extent permitted by law, hold harmless,

protect, defend (with attorneys approved by CITY) and indemnify the CITY, its council and each member thereof, its officers, employees, representatives and their successors and assigns from and against all losses, liabilities, claims, suit, damage, expenses, cost, including reasonable attorney's fees and costs, and expert costs and investigation expenses, caused in whole or in part by the negligent, reckless or wrongful acts, errors or omissions of CONSULTANT in the performance of the professional services under this Agreement and those of CONSULTANT's sub-consultants or anyone for whom CONSULTANT is liable regardless of whether or not such claim, loss or liability is caused in part by a party indemnified hereunder.

13.2 Indemnity for Other than Professional Liability. With respect to operations other than the performance of the professional services under this Agreement, CONSULTANT shall, to the fullest extent permitted by law, hold harmless, protect, defend (with attorneys approved by CITY) and indemnify the CITY, its council, and each member thereof, its officers, agents, employees, representatives and their successors and assigns, from and against any and all losses, liabilities, claims, suit damage, expenses and costs including reasonable attorney's fees and costs, and expert costs and investigation expenses ("Claims"), which arise out of or are in any way connected to the performance of CONSULTANT, its officers, employees, representatives, subcontractors, or agents under this Agreement regardless of whether or not such claim, loss or liability is caused, in part by a party indemnified hereunder. CONSULTANT shall have no obligation, however, to defend or indemnify CITY if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of CITY.

13.3 General Indemnity Provisions. This indemnity is in addition to any other rights or remedies which CITY may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, CITY may, at its sole discretion, reserve, retain or apply any monies due to CONSULTANT under this Agreement for the purpose of resolving such claims; provided however, that CITY may release such funds if CONSULTANT provides CITY with reasonable assurances of protection of the CITY's interest. The CITY shall, in its sole discretion determine whether such assurances are reasonable.

CONSULTANT agrees that its duty to defend the indemnities arises upon an allegation of liability based upon the performance of services under this Agreement by CONSULTANT, its officers, agents, representatives, employees, sub-consultants, or anyone for whom CONSULTANT is liable and that an adjudication of CONSULTANT's liability is not a condition precedent to CONSULTANT's duty to defend.

14. CONFLICT OF INTEREST

CONSULTANT shall be bound by the requirements of the FPPC (Fair Political Practice Commission) and state law with regard to disclosure of financial interests and prohibited conflicts of interest.

14.1 Prior to execution of this Agreement, CONSULTANT shall disclose in writing to CITY any and all compensation, actual or potential, which CONSULTANT may receive in any form from a party other than CITY as a result of performance of this Agreement by CONSULTANT. If CONSULTANT becomes aware of the potential for such compensation subsequent to the execution of this Agreement, CONSULTANT shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation.

14.2 Prior to or concurrent with making any recommendation of any products or service

for purchase by the CITY, CONSULTANT shall disclose any financial interest that CONSULTANT may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

14.3 CONSULTANT shall not conduct business for third parties which may be in conflict with CONSULTANT's responsibilities under this Agreement. CONSULTANT may not solicit any business during the term of this Agreement which conflicts with its responsibilities under this Agreement. CONSULTANT shall provide no services for any private client within the corporate boundaries or sphere of influence of CITY during the period of this Agreement which may constitute a conflict of interest.

15. ASSIGNMENT

No portion of this Agreement or any of the work to be performed hereunder may be assigned or delegated (including hiring and retaining use of any other person or entity for any purpose, except for those certain subconsultants specifically included in the attached "Scope of Services") by CONSULTANT without the express written consent of CITY, nor may any interest in this Agreement be transferred (whether by assignment or novation) by CONSULTANT without the express written consent of CITY, and without such consent all services hereunder are to be performed by CONSULTANT, its officers, agents and employees. However, claims for money due or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to CITY. Any assignment requiring approval may not be further assigned without CITY approval.

16. SURVIVAL

CONSULTANT's representations, insurance and indemnity obligations, and performance obligations post-termination shall survive termination of this Agreement.

17. COMPLIANCE WITH APPLICABLE LAWS

CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

18. PERMITS/LICENSES

CONSULTANT and all of CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. NONDISCRIMINATION IN EMPLOYMENT

CONSULTANT agrees that it will not engage in unlawful discrimination in employment and shall comply with all applicable laws and regulations of CITY and/or all other relevant government agencies, including, but not limited to, the California Department of Fair Employment and Housing and the Federal Equal Employment Opportunity Commission. Also, CONSULTANT certifies and agrees that all persons employed by CONSULTANT, its affiliates, subsidiaries and related

entities, if any, will be treated equally by CONSULTANT, without unlawful discrimination based upon creed, sex, race, national origin, or any other classification prohibited by state or federal law. If CITY finds that any of the provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement, upon which CITY may determine to cancel, terminate, or suspend this Agreement. While CITY reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or California Department of Fair Employment and Housing, or successor agency, or the Federal Equal Employment Opportunity Commission, or successor agency, that CONSULTANT has violated state or federal anti-discrimination laws relative to this Agreement shall constitute a finding by CITY that CONSULTANT has violated the anti-discrimination provisions of this Agreement.

20. NON-WAIVER

The failure of CITY or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition. Payment to CONSULTANT of compensation under this Agreement shall not be deemed to waive CITY's rights or CONSULTANT's rights contained in this Agreement.

21. SEVERABILITY

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

22. DISPUTES

In the event that any action is brought by either party to construe this Agreement or enforce any of its terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred, whether or not the matter proceeds to judgment.

23. REMEDIES

The rights and remedies of the CITY provided in this Agreement are not intended to be exclusive, and are in addition to any other rights and remedies permitted by law.

24. ENTIRE AGREEMENT/AMENDMENT

This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

25. GOVERNING LAW/VENUE

The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in Riverside County.

26. BINDING AGREEMENT

This Agreement is intended to be binding on the parties and their respective successors and assigns.

27. NUMBER

The plural shall include the singular, and the singular shall include the plural and neuter wherever the context so indicates or requires.

28. WARRANTY OF AUTHORITY

Each of the parties signing this Agreement warrants to the other that it has the full authority of the entity on behalf of which its signature is made.

29. COUNTERPARTS

This Agreement may be executed in counterparts, all of which taken together will be considered one original document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MURRIETA

Lisa DeForest

Lisa DeForest, Mayor



MICHAEL BAKER INTERANTIONAL

Peter Minegar, Vice President

Name/title of signatory [please print]

Peter Minegar

Signature

ATTEST:

Cristal McDonald

Cristal McDonald, City Clerk

Tanya Bilezikjian, Secretary

Name/title of signatory [if necessary]

Tanya Bilezikjian

Signature

APPROVED AS TO FORM:

Tiffany Israel

Tiffany Israel, City Attorney

NOTE: If this Agreement involves a corporate party, the corporation must be represented by two individuals as follows: (A) one from the corporation's "Operational Group" (Chair of the Board, President or a Vice-President) and; (B) one from the corporation's "Financial Group" (Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer). See California Corporations Code section 313.

EXHIBIT A

Scope of Services

As requested by CITY, CONSULTANT will provide civil engineering services to the CITY. Before CONSULTANT commences a significant new project for the CITY, the assignment will be described in a mutually agreed upon Proposal which identifies specific deliverables required, identifies CONSULTANT'S proposed staff, sets an estimated cost of completion, and a time for completion. No work may commence until a Purchase Order has been issued by the CITY to CONSULTANT.

EXHIBIT B

Schedule of Rates and Charges

CURRENT BILLABLE RATES

CITY OF MURRIETA ON-CALL CIVIL ENGINEERING SERVICES

Rates Valid 2023 - 2024

<u>Category</u>	<u>\$ Hourly Rate Range</u>
Principal / Project Director	280 - 310
Senior Project Manager / QA/QC Manager	250 - 280
Project Manager / Technical Manager / Senior Landscape Architect / Senior Plan Checker.....	190 - 260
Senior Project Engineer / Senior Traffic Engineer / Senior Planner	190 - 220
Senior Construction Manager / Senior Resident Engineer.....	180 - 230
Project Engineer / Traffic Engineer / Project Planner / Landscape Designer.....	160 - 200
Engineer In Training / Designer / Land Surveyor In Training / Technician / Planner / GIS Analyst.....	120 - 160
Construction Manager / Resident Engineer	150 - 180
Engineering Assistant/Assistant Planner	80-120
Admin Assistant / Project Administrator.....	70 - 100
Plan Checker	140 - 190
2-Man Survey Crew	270 - 330
1-Man Survey Crew	165-210
Professional Land Surveyor	200-260
Field Supervisor	170-220

Rates are subject to annual escalation per the terms of the Master Agreement between Consultant and City

Rate ranges are determined by years of experience and professional qualifications.

Blueprinting, reproduction, messenger service and other direct expenses will be charged as an additional cost plus 15%.
 Vehicle mileage will be charged as an additional cost at the IRS approved rate.






Agreement 2023 oncall - Michael Baker International Civil Engineering rev 1

Final Audit Report

2023-06-16

Created:	2023-06-16
By:	Peter Minegar (peter.minegar@mbakerintl.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUHlufp43DeXhPLLD0oygOm-dObsfgfU

"Agreement 2023 oncall - Michael Baker International Civil Engineering rev 1" History

-  Document created by Peter Minegar (peter.minegar@mbakerintl.com)
2023-06-16 - 5:21:40 PM GMT- IP address: 172.248.215.211
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2023-06-16 - 5:21:56 PM GMT
-  Email viewed by Tanya Bilezikjian (tbilezikjian@mbakerintl.com)
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Signature Date: 2023-06-16 - 5:56:27 PM GMT - Time Source: server- IP address: 174.231.141.198
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