

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



**Tuesday, September 16, 2025
4:15 PM CLOSED SESSION
6:00 PM REGULAR MEETING**

The City of Murrieta intends to comply with the Americans with Disabilities Act (ADA). Persons with special needs should call the City Clerk Department at (951) 461-6031 or email at CityClerk@murrietaca.gov at least 72 hours in advance. Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the public counter at City Hall located at 1 Town Square, Murrieta, CA during normal business hours.

Any presentation requiring the use of the City of Murrieta's equipment must be submitted to the City Clerk's department 72 hours prior to the scheduled City Council meeting at City Hall located at 1 Town Square, Murrieta, CA; via email at CityClerk@MurrietaCA.gov or call (951) 461-6031. Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the public counter at City Hall located at 1 Town Square, Murrieta, CA during normal business hours.

**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)**

**YOU MAY VIEW THE MEETING LIVESTREAMED VIA THE CITY'S WEBSITE AT
<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

The City Council will conduct a closed session with the City Manager, Assistant City Manager, Administrative Services Director and City Attorney pursuant to Government Code section 54956.95(b), to consider the following worker's compensation claim(s): Gomez (Claim Nos. 17-0000001, 16-0500138, and 17-132774).

CS2. Conference with Legal Counsel - Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code Section 54956.9(d)(2), because there is significant exposure to litigation for two cases.

CS3. Conference with Real Property Negotiations

The City Council will conduct a closed session, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations and to give direction to its negotiators regarding certain real property located at APN 906 670 004 with David Gonzales and Jensen Kierulff. The City's real property negotiators, the City Manager, Economic Development Director, and City Attorney, will seek direction from the City Council regarding the price and terms for this property.

CS4. Conference with Legal Counsel – Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4), because the City is considering whether to initiate litigation in one case.

CS5. Threat to Public Services or Facilities

The City Council will conduct a closed session, pursuant to Government Code section 54957(a) to consult with the Chief of Police and City Attorney on matters posing a threat to the City.

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: Constitution Week

Certificate of Recognition: Elite Water Polo Club - National Accomplishment

APPROVAL OF AGENDA**CITY MANAGER - ADMINISTRATIVE UPDATE****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 – 11

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. 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. MinutesRecommended Action:

Approve the September 2, 2025 Regular meeting minutes.

3. Check Register July 2025Recommended Action:

Adopt Resolution 25-4885 entitled: *A Resolution of the City Council of the City of Murrieta, California, Ratifying the Consolidated Check Register for the month of July 2025.*

4. Monthly Investment Transaction Report for July 2025Recommended Action:

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

5. Murrieta General Employees' Association Successor Memorandum of Understanding for the Period July 1, 2024, through June 30, 2027Recommended Action:

Adopt Resolution No. 25-4867, entitled: *A Resolution of the City Council of the City of Murrieta, California, Approving, Adopting and Implementing a Successor Memorandum of Understanding between the City of Murrieta and the Murrieta General Employees' Association for the Period July 1, 2024, through June 30, 2027.*

6. Flock Camera Purchase – California Oaks Sports Park and Torrey Pines ParkRecommended Action:

Approve the purchase of new Flock Cameras from Flock Group, Inc., for California Oaks Sports Park and Torrey Pines Park;

Amend the Fiscal Year 2025/26 and 2026/27 Operating Budget as described in the Fiscal Impact section of this report;

Authorize the City Manager to execute all related documents and request orders; and

Authorize the City Manager, or his designee, to make minor, non-substantive modifications to the deployment plan as needed to address site specific installation conditions, provided such changes do not materially alter project scope or cost.

7. Authorization to Participate in National Opioid Litigation SettlementsRecommended Action:

Adopt Resolution No. 25-4886 entitled: *A Resolution of the City Council of the City of Murrieta, California, Authorizing the City's Participation in the National Opioid Litigation Settlement Agreements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus;*

Adopt Resolution No. 25-4887 entitled: *A Resolution of the City Council of the City of Murrieta, California, Authorizing the City's Participation in the National Opioid Litigation Settlement Agreements with Purdue Pharma L.P. and Sackler Family;* and

Authorize the City Manager to take all actions necessary to implement the settlement agreements.

8. Addition of Roth Deferrals within the City's 457(b) Record-Keeping Platform and Adoption of SECURE Act 2.0 AmendmentsRecommended Action:

Adopt Resolution 25-4888 entitled: *A Resolution of the City Council of the City of Murrieta, to Adopt and Implement the Roth Deferrals within the Current 457(b) Plan and other SECURE Act 2.0 Amendments;* and

Authorize the City Manager to execute all related documents.

9. Second Reading and Adoption of Ordinance No. 623-25, Authorizing a Development Agreement between the City of Murrieta and Domenigoni Barton Properties, LLC., and Tres Estrellas, LLC. Related to the Development of the TriangleRecommended Action:

Conduct the second reading and adopt Ordinance No. 623-25 entitled: *An Ordinance of the City Council of the City of Murrieta Approving Development Agreement 2024-00004 with Tres Estrellas, LLC and Domenigoni Barton Properties, LLC for the Shops at the Triangle Project Located on Approximately 64.3 Acres Located on the South Side of Murrieta Hot Springs Road between Interstate 15 and Interstate 215 (Development Agreement).*

10. Second Reading and Adoption of Ordinance No. 624-25 Concerning Group Homes, Sober Living Homes, and Residential Care Facilities.Recommended Action:

Conduct the second reading and adopt Ordinance No. 624-25, entitled: *An Ordinance of the City Council of the City of Murrieta, California, to Revise Title 16 of the Murrieta Municipal Code by Adding Section 16.44.045 and Amending Sections 16.08.010, 16.44.150, and 16.110.020 Related to Group Homes, Sober Living Homes, and Residential Care Facilities.*

11. Notice of Completion – City Hall Roof Replacement ProjectRecommended Action:

Accept the public improvements for the City Hall Roof Repair Project, Capital Improvement Project No. 10027; and

Authorize the City Clerk to record a Notice of Completion and release bonds in accordance with State law and City ordinances.

PULLED CONSENT CALENDAR ITEMS**DISCUSSION**

- 12.** Budget Adjustment Request to Increase Homeless Services Budget for Contract Services

Recommended Action:

Amend the Fiscal Year 2025/26 Operating Budget to establish an appropriation of \$562,873.92 using General Fund Unassigned Fund Balance for the Homeless Services contracts.

- 13.** City Council Meeting Schedules

Recommended Action:

Review and adopt the proposed 2026 City Council meeting schedule; and

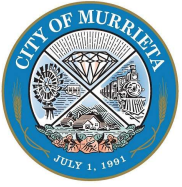
Discuss City Council meeting times for future consideration, OR

Take action the City Council deems appropriate.

NOTIFICATIONS

Notice of Pending Approval of Final Parcel Map - PM 38568

RECONSIDERATION**COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS****ADJOURNMENT**

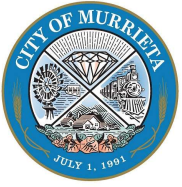


CITY OF MURRIETA

City Council Meeting Agenda

Report

9/16/2025
Agenda Item No. CS1.



CITY OF MURRIETA

City Council Meeting Agenda

Report

9/16/2025
Agenda Item No. CS2.



CITY OF MURRIETA

City Council Meeting Agenda Report

9/16/2025
Agenda Item No. CS3.

Subject:

Conference with Real Property Negotiations

The City Council will conduct a closed session, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations and to give direction to its negotiators regarding certain real property located at APN 906 670 004 with David Gonzales and Jensen Kierulff. The City's real property negotiators, the City Manager, Economic Development Director, and City Attorney, will seek direction from the City Council regarding the price and terms for this property.



CITY OF MURRIETA

City Council Meeting Agenda

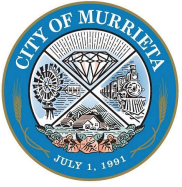
Report

9/16/2025
Agenda Item No. CS4.

Subject:

Conference with Legal Counsel - Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4), because the City is considering whether to initiate litigation in one case.

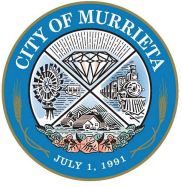


CITY OF MURRIETA

City Council Meeting Agenda

Report

9/16/2025
Agenda Item No. CS5.

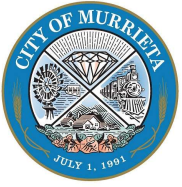


CITY OF MURRIETA

City Council Meeting Agenda

Report

9/16/2025
Agenda Item No.



CITY OF MURRIETA

City Council Meeting Agenda

Report

9/16/2025
Agenda Item No.



CITY OF MURRIETA

City Council Meeting Agenda Report

9/2/2025
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

9/16/2025
Agenda Item No. 2.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Cristal McDonald, City Clerk

PREPARED BY: Cristal McDonald, City Clerk

SUBJECT: Minutes

RECOMMENDATION

Approve the September 2, 2025 Regular meeting minutes.

ATTACHMENTS

1. September 2, 2025 Minutes

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



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**Cindy Warren
Mayor**

**Jon Levell
Mayor Pro Tem**

**Lisa DeForest
Council Member**

**Lori Stone
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**Ron Holliday
Council Member**

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MURRIETA LIBRARY BOARD (LB)
MURRIETA REDEVELOPMENT SUCCESSOR AGENCY (RSA)
MURRIETA HOUSING AUTHORITY (HA)
MURRIETA FINANCING AUTHORITY (FA)**

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4:15 PM CLOSED SESSION

CALL TO ORDER 4:15 p.m.

ROLL CALL

Present: Council Member Ron Holliday
Council Member Lori Stone
Council Member Lisa DeForest
Mayor Cindy Warren

Absent: Mayor Pro Tem Jon Levell

PUBLIC COMMENTS - CLOSED SESSION ITEMS ONLY None

ANNOUNCEMENT OF CLOSED SESSION ITEMS

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

CLOSED SESSION**CS1. Conference with Labor Negotiators**

The City Council will conduct a closed session, pursuant to Government Code Section 54957.6, with the City Manager, Assistant City Manager, City Attorney, and the City's Negotiators, regarding labor negotiations with the Murrieta Supervisors Association and Management, Professional, and Confidential group.

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 the City Manager and legal counsel regarding 1 litigation case: Harsted et al v. City of Murrieta; Case No. CRVI2402383; Riverside County Superior Court.

CS3. Conference with Real Property Negotiators

The City Council will conduct a closed session, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations and to give direction to its negotiators regarding that certain real property located at the Northwest Corner of Linnel Lane and Whitewood Road, Murrieta, Riverside County, CA, at APN 392-290-048 with the California Department of Housing and Community Development and KNE Real Estate. The City's property negotiators, the City Manager, Assistant City Manager, Economic Development Director, and City Attorney will seek direction from the City Council regarding the price and terms of this property.

CS4. Conference with Real Property Negotiations

The City Council will conduct a closed session, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations and to give direction to its negotiators regarding that certain real property located at APN 906-670-004 with David Gonzales and Jensen Kierulff. The City's real property negotiators, the City Manager, Economic Development Director, and City Attorney, will seek direction from the City Council regarding the price and terms for this property.

CS5. Conference with Legal Counsel - Anticipated Litigation

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

CS6. Conference with Real Property Negotiators

The City Council will conduct a closed session, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations and to give direction to its negotiators regarding a portion that certain real property known as 24712 Via Silva, Murrieta, CA 92562 with Koroush Khalighi and Parvin Khalighi, Trustees. The City's real property negotiators, the City Manager, Assistant City Manager, Economic Development Director, Public Works Director, and City Attorney, will seek direction from the City Council regarding the price and terms for this property.

CS7. Public Employee Performance Evaluation

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

RECESS TO CLOSED SESSION 4:18 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:

CS1.	No reportable action.
CS2.	No reportable action.
CS3.	No reportable action.
CS4.	Council Member Stone recused herself.
	No reportable action.
CS5.	No reportable action.
CS6.	No reportable action.
CS7.	No reportable action.

ROLL CALL

Present: Council Member Ron Holliday
Council Member Lori Stone
Council Member Lisa DeForest
Mayor Cindy Warren

Absent: Mayor Pro Tem Jon Levell

PLEDGE OF ALLEGIANCE City Clerk Cristal McDonald

INVOCATION Council Member Holliday

PRESENTATIONS

Presentation: Susan G. Komen More Than Pink Walk – The representative from Susan G. Komen was unable to attend the meeting. Staff will reschedule the presentation.

APPROVAL OF AGENDA

Action: It was moved by Council Member DeForest, seconded by Council Member Holliday, to approve the Agenda for September 2, 2025.

The motion carried by the following vote:

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

CITY MANAGER - ADMINISTRATIVE UPDATE

Library Expansion Donation Acceptance: Emma Warren-Orrick

Police Department: Youth Court, Corporal Matt Mozingo

City Council Priorities Highlights: City Manager Justin Clifton

Community Update: Public Information Officer Cristina Davies

GOVERNING BODY COMMISSION/COMMITTEE/BOARD REPORTS/ANNOUNCEMENTS

Council Member DeForest: Deferred to the next City Council Meeting.

Council Member Stone: Provided attendance/reported the following:

- Southwest Elected Leaders Collaborative
- GO-Biz meeting regarding the Surplus Land Act (AB1234 Report)

Council Member Holliday: Provided Announcements to be made part of the City's record.
 Provided attendance/reported the following:

- Town Square Park & Amphitheater Ad-Hoc Subcommittee

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

Mayor Warren: Provided attendance/reported the following:

- Southwest Elected Leaders Collaborative
- Town Square Park & Amphitheater Ad-Hoc Subcommittee
- GO-Biz meeting regarding the Surplus Land Act (AB1234 Report)
- Riverside Transit Agency (RTA)

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

PUBLIC COMMENTS (NON-AGENDA)

Aimee Edgeworth: Spoke on the Murrieta Train Project and Pearl Center for Creative Arts upcoming events.

CONSENT CALENDAR - APPROVAL OF ITEMS 1 – 8

Action: It was moved by Council Member Holliday, seconded by Council Member DeForest to approve Consent Calendar Item Nos. 1-8.

The motion carried by the following vote:

Ayes: DeForest, Stone, Holliday, Warren

Noes: None

Absent: Levell

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

2. Minutes

Recommended Action:

Approve the minutes of the August 19, 2025, Regular City Council Meeting.

3. Approve a Third Amendment to the Agreement for Short-Term Vacation Rental Administration Services with Granicus LLC

Recommended Action:

Approve a three year extension of the agreement between the City of Murrieta and Granicus LLC for short-term vacation rental administration services, extending the agreement until November 3, 2028;

Authorize the exemption from bidding requirement; and

Authorize the City Manager to execute the agreement.

4. First Amendment to the Murrieta National Little League Hunt Field Lease Agreement

Recommended Action:

Approve Amendment No. 1 to the Lease Agreement with Murrieta National Little League for Hunt Field, located at 41810 Juniper Street; and

Authorize the City Manager or his designee to execute Amendment No. 1 and any related documents.

5. Agreement for Municipal Financial Advisory Services with Urban Futures, Inc.

Recommended Action:

Approve a three-year agreement with Urban Futures, Inc., with the option of two one-year extensions for municipal financial advisory services; and

Authorize the City Manager to execute the agreement.

6. Notice of Completion for the 2023 Citywide Slurry Seal Project

Recommended Action:

Accept the improvements for the 2023 Citywide Slurry Seal Project, CIP No. 13048, as complete; and

Direct the City Clerk to record a Notice of Completion and release bonds in accordance with State law and City ordinances.

7. Engineering Design Consulting Services for the Whitewood Road Widening Project, CIP No. 8389

Recommended Action:

Approve a Purchase Order with Michael Baker International in the amount of \$411,100, for engineering design consulting services for the Whitewood Road Widening Project, CIP No. 8389; and

Approve a ten percent (10%) contingency of \$41,110.

8. Receive and File Status Update on City Council Priorities Since Workshop on February 10, 2025

Recommended Action:

Receive and file this report providing an update on the status of City Council priority projects since the priorities were last reviewed and confirmed at the City Council Workshop on February 10, 2025.

PULLED CONSENT CALENDAR ITEMS None

PUBLIC HEARINGS

9. Introduction of an Ordinance Authorizing a Development Agreement between the City of Murrieta and Domenigoni Barton Properties, LLC., and Tres Estrellas, LLC. Related to the Development of the Triangle

Staff report and PowerPoint presentation provided by Development Services Director David Chantarangsu.

The following topics were discussed:

- Overview of the project history; and
- Development Agreement specifics.

The public hearing was opened at 6:56 p.m.

Public Testimony: None

The public hearing was closed at 6:57 p.m.

Action: After discussion, it was moved by Council Member Stone, seconded by Council Member DeForest to conduct the Public Hearing;

Find that the adoption of the ordinance authorizing the Development Agreement is consistent with the approved 2024 Addendum to the Subsequent Environmental Impact Report certified for the Triangle Specific Plan (State Clearinghouse No. 2008061104) as described in this staff report and the proposed ordinance; and

Introduce and conduct the first reading of Ordinance No. 623-25 entitled: *An Ordinance of the City Council of the City of Murrieta Approving Development Agreement 2024-00004 with Tres Estrellas, LLC and Domenigoni Barton Properties, LLC for the Shops at the Triangle Project Located on Approximately 64.3 Acres Located on the South Side of Murrieta Hot Springs Road between Interstate 15 and Interstate 215 (Development Agreement).*

The motion carried by the following vote:

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

10. Municipal Code Amendment (MCA-2025-00011): Consideration of a Proposed Ordinance Revising Title 16 (Development Code) of the Murrieta Municipal Code by Adding Section 16.44.045 and Amending Sections 16.08.010, 16.44.150, and 16.110.020 Related to Group Homes, Sober Living Homes, and Residential Care Facilities

Staff report and PowerPoint presentation provided by Development Services Director David Chantarangsu.

The following topics were discussed:

- Background;
- Issues with unregulated facilities;
- General provisions outlined in the Costa Mesa Ordinance;
- Overview of Ordinance changes to current municipal code;
- Ordinance enforcement; and
- Reasonable accommodations.

The public hearing was opened at 7:18 p.m.

Public Testimony:

Craig Harlan (*with donated time from Carl Rosengren, Geno Mulcahy, Patrick Carmody*):

Spoke on traffic and safety concerns regarding the sober living homes in neighborhoods being unregulated. Noted support of the proposed Ordinance with a suggestion of a 1,000-foot buffer zone.

Kara Barrett:

Spoke on safety concerns regarding facilities in neighborhoods and the proximity to school bus stops.

Meeting Minutes

City Council

September 2, 2025

- Bridgette Moore: Wildomar City Council Member commended the Murrieta City Council on their leadership in bringing forth the proposed Ordinance.
- Andrew Wertheim: Spoke on safety concerns, licensing, zoning control, and suggested that a 24-hour house manager be on site.
- Flavio Pfeil (*with donated time from Carmen Pfeil, Vijay Katta, Calvin Holmes*): Spoke on safety concerns and proximity of home near support of the proposed Ordinance with the suggestion of a 1,000-foot buffer zone.

The public hearing was closed at 7:55 p.m.

Action: After discussion, it was moved by Council Member Stone, seconded by Council Member DeForest to conduct the Public Hearing and receive public comments;

Find that the proposed ordinance is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment based on the fact that it can be seen with certainty that there is no possibility that adoption of the proposed ordinance would not have a significant effect on the environment;

Introduce and conduct the first reading of Ordinance No. 624-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, to Revise Title 16 of the Murrieta Municipal Code by Adding Section 16.44.045 and Amending Sections 16.08.010, 16.44.150, and 16.110.020 Related to Group Homes, Sober Living Homes, and Residential Care Facilities; and*

- Change verbiage to six months for compliance, not to exceed one year.

The motion carried by the following vote:

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

NOTIFICATIONS

Deputy City Clerk Kimberly Ramirez announced the following notification:

Notice of Pending Approval of Final Parcel Map – PM 39214

RECONSIDERATION None

COUNCIL MEMBER REQUESTS TO ADD OR WITHDRAW ITEMS TO FUTURE AGENDAS

Council Member DeForest: None.

Council Member Stone: Council Member Stone withdrew her request to discuss a possible stance regarding the November Special Election for statewide redistricting, as City Manager Clifton stated that a letter of opposition was sent to Governor Newsom's office regarding the mid-decade Congressional Redistricting.

Council Member Holliday: None.

Mayor Warren: None.

ADJOURNMENT 8:03 p.m.

Cristal McDonald, City Clerk



CITY OF MURRIETA

City Council Meeting Agenda

Report

9/16/2025
Agenda Item No. 3.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Missy Matula, Accounting Specialist

SUBJECT: Check Register July 2025

RECOMMENDATION

Adopt Resolution 25-4885 entitled: *A Resolution of the City Council of the City of Murrieta, California, Ratifying the Consolidated Check Register for the month of July 2025.*

CITY COUNCIL GOAL

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

BACKGROUND

In accordance with California Government Code (CGC) § 37208, the attached consolidated check register is being presented to the City Council for ratification. To improve transparency, this report provides detailed information on checks and electronic fund transfers including Automated Clearing House (ACH) and Wire payments. This report also summarizes amounts for payroll. Staff have reviewed the request for expenditures for the appropriate budgetary approval and for the authorization from the department director or designee. The attached consolidated check register represents the payments issued for July 2025. In accordance with GCS § 37202, the Director of Finance or designee hereby certifies to the accuracy of the following demands and to the availability of funds for payment. Following is a summary and totals for each type of payment issued in July.

Payment Method	Record Number	Amount
Accounts Payable	Check No. 165154-165567 ¹	\$11,777,372.50
ACH/Wires	Wire No. 09002124-09002209 ²	\$10,120,442.54
Payroll	Pay Date - July 10, 2025	\$1,628,474.20
Payroll	Pay Date - July 24, 2025	\$1,728,389.07
Total July 2025 Payments		\$25,254,678.31

¹ Checks voided: 165407 and 165408.

² Due to the timing differences between assigning a wire number and processing the actual wire transaction through our financial institution, certain wire payments may be out of sequence from the current report. These wire transactions were either reported in the prior month or will be reported in the following month's report.

Wire transactions/numbers reported in the June 2025 check register: 09002125, 09002127, 09002128, 09002131, 09002133, 09002134, 09002136, 09002138, 09002140, 09002142, 09002143, 09002146, 09002148, 09002150, 09002152-09002162, 09002165.

Wire transactions/numbers to be reported in the August 2025 check register are 09002181-09002185, 09002187-09002195.

ATTACHMENTS

1. Resolution No. 25-4885

RESOLUTION NO. 25-4885

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, RATIFYING THE CONSOLIDATED CHECK REGISTER FOR THE MONTH OF JULY 2025

WHEREAS, Sections 3.12.060 and 3.12.080 of the Murrieta Municipal Code and California Government Code Section 37208 allow prepayment of demands prior to City Council approval with ratification by the City Council at the next City Council meeting.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the consolidated check register, attached as Exhibit A and B, in the amount of \$25,254,678.31, which includes Accounts Payable \$11,777,372.50 (Check Numbers 165154-165567), Payroll \$3,356,863.27 (pay dates: July 10 and July 24), and ACH/Wires \$10,120,442.54 (Wire Numbers 09002124-09002209) excluding ACH/Wire numbers listed in Exhibit A and B, for the month of July 2025 is hereby approved.

PASSED AND ADOPTED this 16th day of September, 2025.

Cindy Warren, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

Tiffany 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. 25-4885 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 16th day of September, 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

EXHIBIT A

CONSOLIDATED CHECK REGISTER FOR JULY 2025

Payment Method	Record Number	Amount
Accounts Payable	Check No. 165154-165567 ¹	\$11,777,372.50
ACH/Wires	Wire No. 09002124-09002209 ²	\$10,120,442.54
Payroll	Pay Date – July 10, 2025	\$1,628,474.20
Payroll	Pay Date – July 24, 2025	\$1,728,389.07
Total July 2025 Payments		\$25,254,678.31
¹ Checks voided: 165407 and 165408. ² Excluding Wire No. reported in June 2025: 09002125, 09002127, 09002128, 09002131, 09002133, 09002134, 09002136, 09002138, 09002140, 09002142, 09002143, 09002146, 09002148, 09002150, 09002152-09002162, 09002165. ² Excluding Wire No. to be reported in August 2025: 09002181-09002185, 09002187-09002195.		

EXHIBIT A (CONTINUED)

City of Murrieta
FEAP004 Consolidated Check Register by Bank
 Detail
 Check Dates Between Jul 1, 2025 and Jul 31, 2025
 Bank(s): AP
 Status(es): IS - Issued, RV - Reversed
 Check Type(s): MW - Machine Written

Report Generated on Aug 20, 2025 4:22:11 PM

Page 1

Bank ID: AP -

Check	Issue Date	Payee ID	Payee Name	Reference	2nd Ref	Cancel Date	Check Type	Doc Type	Status	Subsystem	Account	Check Amount					
00165154	07/02/2025	V005319	Benefit Coordinators Corporation BCC	2237/P1025			MW	CHK	IS	OH	1100000-21510	1,221.92					
											1102600-53000	0.37					
											1110000-21510	311.77					
											1190000-21510	12.92					
											1510000-21510	286.64					
											1710000-21510	148.76					
											3060000-21510	41.56					
											3110000-21510	32.88					
											3580000-21510	5.98					
											7010000-21510	5.50					
				2238/P1025			MW	CHK	IS	OH	1100000-21510	281.97					
											1102600-53000	0.31					
											1110000-21510	66.48					
											1190000-21510	4.44					
											1510000-21510	186.22					
											1710000-21510	118.78					
											3060000-21510	8.80					
											3110000-21510	18.98					
											3580000-21510	1.91					
											7010000-21510	4.24					
				2239/P1025			MW	CHK	IS	OH	1100000-21510	32.81					
											1102600-53000	0.02					
											1110000-21510	2.29					
											1190000-21510	0.60					
											1510000-21510	10.86					
											3110000-21510	4.80					
											3580000-21510	0.14					
											7010000-21510	1.60					
											2245/P1025	MW	CHK	IS	OH	1100000-21510	162.83
																1102600-53000	0.36
				1110000-21510			68.04										
				1190000-21510			0.57										
				1510000-21510			47.54										
				1710000-21510			9.44										
				3060000-21510			6.48										
				3110000-21510			2.42										
				3580000-21510			0.88										
				7010000-21510			1.74										
				2246/P1025			MW	CHK	IS	OH	1100000-21510	38.84					
											1102600-53000	0.16					
											1110000-21510	7.89					
											1190000-21510	0.79					
											1510000-21510	27.08					
											1710000-21510	3.48					
											3060000-21510	2.80					
											3110000-21510	0.88					
											3580000-21510	0.68					
											7010000-21510	0.88					

				2247/P1025	MW	CHK	IS	OH	1100000-21510	5.08	
									1102600-53000	0.19	
									1190000-21510	0.04	
									1510000-21510	1.70	
									3110000-21510	0.68	
									3580000-21510	0.02	
									7010000-21510	0.34	
											\$3,205.38
00165155	07/03/2025	V000020	A T & T	000023609684	MW	CHK	IS	OH	7268340-64640	596.59	
				000023610249	MW	CHK	IS	OH	7268340-64640	460.41	
				000023610420	MW	CHK	IS	OH	7268340-64640	165.80	
				000023610424	MW	CHK	IS	OH	7268340-64640	165.80	
				000023634726	MW	CHK	IS	OH	7268340-64640	0.16	
											\$1,388.76
00165156	07/03/2025	V005287	Accenture LLP	32841	MW	CHK	IS	OH	1106120-60640	25,600.00	
				32842	MW	CHK	IS	OH	1106120-60640	13,760.00	
				32843	MW	CHK	IS	OH	4316120-60640	13,120.00	
											\$52,480.00
00165157	07/03/2025	V002747	Advantage Vending Services	032919	MW	CHK	IS	OH	1103120-60480	239.00	
											\$239.00
00165158	07/03/2025	V000051	Affordable Automotive Repair Inc	97527	MW	CHK	IS	OH	1103120-62200	758.68	
				97572	MW	CHK	IS	OH	1103120-62200	375.23	
				97592	MW	CHK	IS	OH	1103120-62200	753.14	
				97646	MW	CHK	IS	OH	1103120-62200	523.43	
				97666	MW	CHK	IS	OH	1103120-62200	879.39	
				97676	MW	CHK	IS	OH	1103120-62200	1,178.04	
				97684	MW	CHK	IS	OH	1103120-62200	1,040.72	
				97754	MW	CHK	IS	OH	1103120-62200	75.89	
											\$5,584.52
00165159	07/03/2025	V003581	Airgas USA LLC	9161081411	MW	CHK	IS	OH	1513520-60480	114.89	
											\$114.89
00165160	07/03/2025	V005378	Aleshire & Wynder LLP	96189	MW	CHK	IS	OH	1101200-60440	11,447.90	
				96190	MW	CHK	IS	OH	1101200-60440	1,092.60	
				96191	MW	CHK	IS	OH	7018100-60440	3,367.10	
				96192	MW	CHK	IS	OH	1101200-60440	18,067.77	
				96193	MW	CHK	IS	OH	1101200-60440	8,231.30	
				96194	MW	CHK	IS	OH	1101200-60440	2,132.80	
				96195	MW	CHK	IS	OH	1101200-60440	2,201.60	
				96196	MW	CHK	IS	OH	1101200-60440	7,176.70	
				96197	MW	CHK	IS	OH	1101200-60440	2,797.27	
				96198	MW	CHK	IS	OH	7018100-60440	250.20	
				96199	MW	CHK	IS	OH	1101200-60440	10,282.00	
				96200	MW	CHK	IS	OH	1101200-60440	2,511.20	
				96201	MW	CHK	IS	OH	1101200-60440	3,107.40	
				96202	MW	CHK	IS	OH	1101200-60440	1,377.10	
											\$74,042.94
00165161	07/03/2025	V003799	Alliant Insurance Services	3136818	MW	CHK	IS	OH	1105000-63360	2,917.00	
											\$2,917.00
00165162	07/03/2025	V000075	Allied Traffic & Eqt Rentals	96530	MW	CHK	IS	OH	3060060-64040	543.75	
				96531	MW	CHK	IS	OH	3060060-64040	271.88	
				96543	MW	CHK	IS	OH	1105000-63360	85.00	
				96614	MW	CHK	IS	OH	3060060-64040	620.96	
											\$1,521.59
00165163	07/03/2025	V005121	American Eagle Trophies	13384	MW	CHK	RV	OH	1513520-62440	174.00	
				14112	MW	CHK	RV	OH	1102400-62720	43.50	
											\$217.50
00165164	07/03/2025	V000087	American Forensic Nurse Inc	79581	MW	CHK	IS	OH	1103120-60480	193.00	
				79582	MW	CHK	IS	OH	1103120-60480	1,351.00	
				79583	MW	CHK	IS	OH	1103120-60480	1,306.00	

				79614	MW	CHK	IS	OH	1103120-60480	72.00	
				79615	MW	CHK	IS	OH	1103120-60480	360.00	
											\$3,282.00
00165165	07/03/2025	V000125	Christina Baca	CB0089	MW	CHK	IS	OH	1715144-63240	840.00	
				CB0090	MW	CHK	IS	OH	1715144-63240	659.40	
				CB0091	MW	CHK	IS	OH	1715144-63240	526.40	
											\$2,025.80
00165166	07/03/2025	V004305	Badge Frame Inc	382116	MW	CHK	IS	OH	1100000-20110	(3.94)	
									1103120-62440	48.94	
				43205	MW	CHK	IS	OH	1100000-20110	(13.95)	
									1103120-62440	173.40	
											\$204.45
00165167	07/03/2025	V000147	Bio Tox Labs	47569	MW	CHK	IS	OH	1103120-60480	1,402.01	
				47655	MW	CHK	IS	OH	1103120-60480	1,790.94	
											\$3,192.95
00165168	07/03/2025	V004188	Zachery Bradley	062325ZB	MW	CHK	IS	OH	1103180-64360	54.75	
											\$54.75
00165169	07/03/2025	V003637	Brodart Co	B7003733	MW	CHK	IS	OH	3115900-62920	248.87	
				B7006652	MW	CHK	IS	OH	3115900-62920	594.90	
											\$843.77
00165170	07/03/2025	V000176	Busy Bee Electrical Enterprise	27516	MW	CHK	IS	OH	1715120-62000	625.00	
				27521	MW	CHK	IS	OH	1103120-62000	2,190.00	
				27522	MW	CHK	IS	OH	1103120-62000	287.73	
											\$3,102.73
00165171	07/03/2025	V004869	Michael Byrne	070225MB	MW	CHK	IS	OH	1103180-64320	412.25	
											\$412.25
00165172	07/03/2025	V004588	Cal Oaks Maintenance District	JUL2025	MW	CHK	IS	OH	1715144-61910	3,264.39	
											\$3,264.39
00165173	07/03/2025	V004858	California Youth Spirit Corp	2-2025	MW	CHK	IS	OH	1715144-63240	4,459.00	
											\$4,459.00
00165174	07/03/2025	V000233	Janet C Carbajal	BB62025	MW	CHK	IS	OH	1715144-63240	294.00	
				TB62025-1	MW	CHK	IS	OH	1715144-63240	252.00	
											\$546.00
00165175	07/03/2025	V005686	Carlsbad Golf Carts LLC	1679	MW	CHK	IS	OH	1105000-63360	1,322.63	
											\$1,322.63
00165176	07/03/2025	V005943	Cassandra Bianchi	CBFY25BOOTS	MW	CHK	IS	OH	1800050-60880	300.00	
											\$300.00
00165177	07/03/2025	V005080	Michelle Castro	070225MC	MW	CHK	IS	OH	1103180-64360	355.19	
											\$355.19
00165178	07/03/2025	V004825	Charter Communications Operating LLC	188841201062125	MW	CHK	IS	OH	7268340-64480	22.87	
				188843901062125	MW	CHK	IS	OH	7268340-64480	1,299.00	
				188844101062125	MW	CHK	IS	OH	7268340-64480	96.81	
											\$1,418.68
00165179	07/03/2025	V005932	Christina Arias Loera	PARMA25 C.LOERA	MW	CHK	IS	OH	7018100-64360	957.83	
											\$957.83
00165180	07/03/2025	V003945	Code 5 Group LLC	4267	MW	CHK	IS	OH	1103180-60480	1,200.00	
											\$1,200.00
00165181	07/03/2025	V000280	Computer Alert Systems Inc	123011	MW	CHK	IS	OH	1715120-60480	300.00	
											\$300.00
00165182	07/03/2025	V004754	Concentra Medical Centers	86945616	MW	CHK	IS	OH	1102200-63640	121.00	
											\$121.00
00165183	07/03/2025	V005369	Corodata Records Management Inc	RS7087521	MW	CHK	IS	OH	1102400-60480	707.58	
											\$707.58
00165184	07/03/2025	V005507	County of Riverside	PU0000006135	MW	CHK	IS	OH	1103120-62680	218.88	
											\$218.88
00165185	07/03/2025	V003095	County of Riverside	PE0000002688	MW	CHK	IS	OH	1103120-60480	18,052.80	
											\$18,052.80
00165186	07/03/2025	V005466	Brian Crawford	CRAWFORDSTDESIGN	MW	CHK	IS	OH	1106145-64360	287.77	
											\$287.77

00165187	07/03/2025	V005893	Deark E&C Inc	10041-6	MW	CHK	IS	OH	1110000-20060 1117500-70000	(480.00) 9,600.00	\$9,120.00
00165188	07/03/2025	V000349	Dell Marketing Lp	10821319820 10822617791	MW MW	CHK CHK	IS IS	OH OH	7268340-60920 7268340-60760	5,098.23 4,857.69	\$9,955.92
00165189	07/03/2025	V004130	Dickerson McCulloch & Associates LLC	25-0508	MW	CHK	IS	OH	1102200-63640	3,500.00	\$3,500.00
00165190	07/03/2025	V005256	Disability Access Consultants LLC	25-109	MW	CHK	IS	OH	7018100-60480	4,400.00	\$4,400.00
00165191	07/03/2025	V005887	DT Stellar General Engineering	491584	MW	CHK	IS	OH	1105000-63360	4,670.00	\$4,670.00
00165192	07/03/2025	V003068	Jeremy Durrant	070225JD	MW	CHK	IS	OH	1103180-64360	262.64	\$262.64
00165193	07/03/2025	V005903	Dylan Lobascio	062625DL	MW	CHK	IS	OH	1103120-62440	216.95	\$216.95
00165194	07/03/2025	V004436	Empire Engraving	0465	MW	CHK	IS	OH	1103160-63050	58.73	\$58.73
00165195	07/03/2025	V005775	Endeavor Video Marketing LLC	1233 1234 1237	MW MW MW	CHK CHK CHK	IS IS IS	OH OH OH	1114100-60020 1114100-60020 1114100-60020	750.00 750.00 750.00	\$2,250.00
00165196	07/03/2025	V005513	Event Services LLC	062825CIOFMU-BB	MW	CHK	IS	OH	1105000-63360	2,158.50	\$2,158.50
00165197	07/03/2025	V004399	Fast 5Xpress	00458	MW	CHK	IS	OH	1106160-62200	391.00	\$391.00
00165198	07/03/2025	V005081	John Ferrulli	070225JF	MW	CHK	IS	OH	1103180-64320	240.25	\$240.25
00165199	07/03/2025	V005829	Foothill Cardiology Medical Group Inc	FCARC06232025BD	MW	CHK	IS	OH	3580030-60480	180.00	\$180.00
00165200	07/03/2025	V002821	Frontier California Inc	188-0021 06/25 304-1068 06/25 677-2428 06/25 696-8117 6/25 698-4507 6/25 698-8977 6/25 894-2141 6/25	MW MW MW MW MW MW MW	CHK CHK CHK CHK CHK CHK CHK	IS IS IS IS IS IS IS	OH OH OH OH OH OH OH	1103130-64640 7268340-64640 7268340-64480 7268340-64640 7268340-64640 7268340-64640 7268340-64480	1,158.56 445.61 319.89 659.21 148.53 182.90 141.36	\$3,056.06
00165201	07/03/2025	V000443	Gardner Company Inc	15875	MW	CHK	IS	OH	1715144-62000	800.00	\$800.00
00165202	07/03/2025	V005475	Erin Goff	062325EG	MW	CHK	IS	OH	1103180-64360	427.19	\$427.19
00165203	07/03/2025	V005997	GovExec Holdings LLC	136210	MW	CHK	IS	OH	1101600-62280	5,000.00	\$5,000.00
00165204	07/03/2025	V004973	Gryphon Fitness Studio LLC	A-52025 AC-62025 F-52025	MW MW MW	CHK CHK CHK	IS IS IS	OH OH OH	1715144-63240 1715144-63240 1715144-63240	1,760.00 1,680.00 1,676.50	\$5,116.50
00165205	07/03/2025	V003972	Joe Gutierrez	062325JG	MW	CHK	IS	OH	1103180-64320	23.00	\$23.00
00165206	07/03/2025	V005083	Sonia Hasso	070225SH 070225SO	MW MW	CHK CHK	IS IS	OH OH	1103180-64320 1103180-64320	452.68 452.68	\$905.36
00165207	07/03/2025	V000501	Health and Human Resources Center Inc	E0346658	MW	CHK	IS	OH	1100000-13060	1,059.15	\$1,059.15
00165208	07/03/2025	V005274	Heard's Investigations & Polygraph LLC	9484	MW	CHK	IS	OH	1102200-63640	250.00	\$250.00
00165209	07/03/2025	V003460	Sarah Hettinga	062325SH	MW	CHK	IS	OH	1103180-64320	344.27	\$344.27

00165210	07/03/2025	V004827	Heyday Records & Events	1339 1360	MW MW	CHK CHK	IS IS	OH OH	1105000-63360 1105000-63360	2,650.00 1,925.00	
											\$4,575.00
00165211	07/03/2025	V003584	Ryan Hollenweger	062325RH	MW	CHK	IS	OH	1103180-64320	240.25	
											\$240.25
00165212	07/03/2025	V003934	Howroyd Wright Employment Agency Inc	01-7113907	MW	CHK	IS	OH	1102100-60480 1102600-60480 1104600-60480	212.80 1,397.20 936.32	
				01-7118530	MW	CHK	IS	OH	1102100-60480 1102600-60480 1104600-60480	212.80 1,397.20 1,170.40	
											\$5,326.72
00165213	07/03/2025	V004641	Impact Southwest Riverside County	1272 1297	MW MW	CHK CHK	IS IS	OH OH	1104100-60480 1104100-60480	7,500.00 7,500.00	
											\$15,000.00
00165214	07/03/2025	V004886	Industrial Door Group Inc	25-801823	MW	CHK	IS	OH	1715144-62000	141.74	
											\$141.74
00165215	07/03/2025	V003632	Ingram Library Services Inc	88656266 88761735 88890136	MW MW MW	CHK CHK CHK	IS IS IS	OH OH OH	3115900-62920 3115900-62920 3115900-62920	1,813.03 199.23 (46.01)	
											\$1,966.25
00165216	07/03/2025	V004614	Ivester Creative Inc	20197	MW	CHK	IS	OH	1104100-62978	2,700.00	
											\$2,700.00
00165217	07/03/2025	V005526	Jason Perez	070225JP	MW	CHK	IS	OH	1103180-64360	2,027.71	
											\$2,027.71
00165218	07/03/2025	V000604	Life Assist Inc	1612037 1612038	MW MW	CHK CHK	IS IS	OH OH	1513520-64175 1513520-64175	2,108.03 3,980.53	
											\$6,088.56
00165219	07/03/2025	V000606	Lloyd Pest Control	8890620 8892056 8899864 8899865	MW MW MW MW	CHK CHK CHK CHK	IS IS IS IS	OH OH OH OH	1715144-62000 1715144-62000 1103120-60480 1103120-60480	115.00 61.00 48.00 119.00	
											\$343.00
00165220	07/03/2025	V005182	Isabel Medina	062325IM	MW	CHK	IS	OH	1103180-64320	1,430.66	
											\$1,430.66
00165221	07/03/2025	V005404	Meridian Rapid Defense Group LLC	INV-R-5376	MW	CHK	IS	OH	1106155-62800	815.63	
											\$815.63
00165222	07/03/2025	V005831	Millsten Enterprises Inc	13801	MW	CHK	IS	OH	1330000-20060 1337500-70000 2210000-20060 2217500-70000 5760000-20060 5767500-70000	(302.13) 6,041.70 (699.96) 14,000.00 (250.00) 5,000.00	
											\$23,789.61
00165223	07/03/2025	V005696	Monument Row	3597	MW	CHK	IS	OH	1287500-60480	6,667.50	
											\$6,667.50
00165224	07/03/2025	V004160	Municipal Management Assoc of So Cal	13047	MW	CHK	IS	OH	1103120-63880	125.00	
											\$125.00
00165225	07/03/2025	V004905	Murrieta Valley Historical Society Inc	100.-37	MW	CHK	IS	OH	1715144-63880	500.00	
											\$500.00
00165226	07/03/2025	V005131	Chris Nelson	060425CH 070225CN	MW MW	CHK CHK	IS IS	OH OH	1103180-64320 1103180-64320	412.25 240.25	
											\$652.50
00165227	07/03/2025	V005956	Optima RPM Inc.	5000851	MW	CHK	IS	OH	1127500-70000 3507500-70000 3777500-70000	18,558.38 18,558.38 148,467.06	
											\$185,583.82
00165228	07/03/2025	V005479	Danielle Patterson	070225DP	MW	CHK	IS	OH	1103180-64320	12.94	
											\$12.94

00165229	07/03/2025	V005465	Pencilbox LLC	2025046	MW	CHK	IS	OH	1105000-63360	1,150.00	
											\$1,150.00
00165230	07/03/2025	V005998	Petty cash c/o Crystallee Miller	061625PETTYCASH	MW	CHK	IS	OH	1513520-62220	40.70	
									1513520-62440	38.99	
											\$79.69
00165231	07/03/2025	V003895	Precision Survey Supply LLC	19968	MW	CHK	IS	OH	1103160-61960	2,365.00	
											\$2,365.00
00165232	07/03/2025	V005768	Primex Clinical Laboratories Inc	3156601	MW	CHK	IS	OH	3580030-60480	1,884.32	
											\$1,884.32
00165233	07/03/2025	V005291	Priority Building Services LLC	93327	MW	CHK	IS	OH	1715162-62000	2,676.92	
				93327C	MW	CHK	IS	OH	1715162-62800	(2,676.92)	
				93804	MW	CHK	IS	OH	1715162-62000	2,676.92	
				93804C	MW	CHK	IS	OH	1715162-62800	(2,676.92)	
				93972	MW	CHK	IS	OH	1715162-62000	2,676.92	
				93972C	MW	CHK	IS	OH	1715162-62800	(2,676.92)	
				94322	MW	CHK	IS	OH	1715162-62000	2,676.92	
				94322C	MW	CHK	IS	OH	1715162-62800	(2,676.92)	
				94633	MW	CHK	IS	OH	1715162-62000	2,676.92	
				94633C	MW	CHK	IS	OH	1715162-62800	(2,676.92)	
				96299	MW	CHK	IS	OH	3115900-62000	5,315.76	
				96303	MW	CHK	IS	OH	1715162-62000	2,676.92	
				96837	MW	CHK	IS	OH	1715162-60480	150.00	
				96973	MW	CHK	IS	OH	1106155-62000	5,574.52	
				96976	MW	CHK	IS	OH	1103120-62000	8,511.85	
				96977	MW	CHK	IS	OH	1715120-62000	2,480.90	
									1715144-62000	5,316.80	
									2250050-62000	1,015.85	
				96978	MW	CHK	IS	OH	1101600-62000	3,386.00	
											\$34,428.60
00165234	07/03/2025	V002755	Prudential Overall Supply	132322227	MW	CHK	IS	OH	1106145-63800	78.47	
											\$78.47
00165235	07/03/2025	V004499	Quinn Company	WOG00022826	MW	CHK	IS	OH	1103120-62000	2,312.71	
											\$2,312.71
00165236	07/03/2025	V004729	Jarrett Ramaiya	JR1425	MW	CHK	IS	OH	1104400-64360	94.20	
				JR425	MW	CHK	IS	OH	1104400-64360	94.20	
											\$188.40
00165237	07/03/2025	V000817	Rancho California Water District	3051218 06/25	MW	CHK	IS	OH	1106155-64660	56.59	
				3051224 06/25	MW	CHK	IS	OH	1106155-64660	165.41	
				3054003 06/25	MW	CHK	IS	OH	1513580-64660	79.67	
				3054004 06/25	MW	CHK	IS	OH	1513580-64660	56.59	
											\$358.26
00165238	07/03/2025	V003516	Riverside Community College District	2025/1953	MW	CHK	IS	OH	1513580-64360	1,104.00	
				2025/1954	MW	CHK	IS	OH	1513580-64360	506.00	
				2025/1955	MW	CHK	IS	OH	1513580-64360	276.00	
											\$1,886.00
00165239	07/03/2025	V004530	Jamie-Lynn Robinett	HT-62025	MW	CHK	IS	OH	1715144-63240	616.00	
											\$616.00
00165240	07/03/2025	V005917	Roy Allan Slurry Seal Inc	4	MW	CHK	IS	OH	1110000-20060	(571.30)	
									1113580-62000	11,426.00	
									3020000-20060	(24,050.04)	
									3027500-70000	481,000.72	
											\$467,805.38
00165241	07/03/2025	V005822	RWBID Construction Management LLC	171067	MW	CHK	IS	OH	1317500-70000	4,400.00	
				171078	MW	CHK	IS	OH	1107500-70000	14,156.52	
									1127500-70000	3,033.54	
									3507500-70000	3,033.54	
											\$24,623.60
00165242	07/03/2025	V004734	SC Fuels	IN-0000147566	MW	CHK	IS	OH	1103120-62220	6,756.44	
				IN-0000151790	MW	CHK	IS	OH	1103120-62220	6,183.41	

				IN-0000151830	MW	CHK	IS	OH	1513520-62220	1,930.61	
											\$14,870.46
00165243	07/03/2025	V004402	Brent Sforzini	070225BS	MW	CHK	IS	OH	1103180-64320	240.25	
											\$240.25
00165244	07/03/2025	V000965	Shred-It	8011159340	MW	CHK	IS	OH	1103120-60480	48.27	
											\$48.27
00165245	07/03/2025	V005054	South Coast Copy Systems	529842	MW	CHK	IS	OH	7268340-60480	5.79	
				530010	MW	CHK	IS	OH	7268340-60480	10,785.49	
											\$10,791.28
00165246	07/03/2025	V000947	Southern CA Edison	7501658144	MW	CHK	IS	OH	1287500-70000	6,320.62	
											\$6,320.62
00165247	07/03/2025	V000946	Southern CA Edison Company	0245686 06/25	MW	CHK	IS	OH	1103120-64520	152.90	
				0502992 06/25	MW	CHK	IS	OH	1715162-64520	10,270.25	
				1326770 06/25	MW	CHK	IS	OH	1106145-64520	444.88	
				1358641 06/25	MW	CHK	IS	OH	1715162-64520	18.53	
				2893221 06/25	MW	CHK	IS	OH	1106155-64520	2,041.93	
				5528026 06/25	MW	CHK	IS	OH	1715144-64520	3,173.06	
				5863785 06/25	MW	CHK	IS	OH	1715144-64520	3,135.60	
				6718878 06/25	MW	CHK	IS	OH	1106150-64560	4,284.68	
									1810050-64560	1,513.77	
									1820050-64560	3,361.42	
									1830050-64560	306.55	
									1840050-64560	1,133.10	
									1850050-64560	307.48	
									1860050-64560	134.83	
									1880050-64560	528.93	
									1890050-64560	250.28	
									2000050-64560	484.11	
									2020050-64560	184.03	
									2030050-64560	20.27	
									2040050-64560	164.67	
									2050050-64560	131.75	
									2060050-64560	114.01	
									2070050-64560	114.25	
									2080050-64560	281.21	
									2090050-64560	62.21	
									2100050-64560	384.18	
									2110050-64560	241.82	
									2120050-64560	589.14	
									2130050-64560	187.45	
									2140050-64560	111.73	
									2150050-64560	17.19	
									2160050-64560	267.79	
									2170050-64560	85.66	
									2180050-64560	98.81	
									2190050-64560	187.45	
									2200050-64560	94.50	
									2210050-64560	307.03	
									2220050-64560	8.57	
									2230050-64560	135.32	
									2240050-64560	45.12	
									2250050-64560	80.70	
									2260050-64560	32.14	
									2270050-64560	72.15	
									2280050-64560	25.31	
									3060060-64560	16,067.56	
				7060397 06/25	MW	CHK	IS	OH	1103120-64520	6,156.30	
				8704186 6/25	MW	CHK	IS	OH	3115900-64520	11,565.75	
				9653204 06/25	MW	CHK	IS	OH	1840050-64520	13.89	

									\$69,390.26	
00165248	07/03/2025	V003753	Southstar Engineering & Consulting Inc	404	MW	CHK	IS	OH	1287500-60480	28,416.00
									\$28,416.00	
00165249	07/03/2025	V005184	Sarah Stafford	070225SS	MW	CHK	IS	OH	1103180-64360	388.71
									\$388.71	
00165250	07/03/2025	V000194	State of California DOJ	820357	MW	CHK	IS	OH	1100000-20020	1,850.00
									\$1,850.00	
00165251	07/03/2025	V005633	Lori Stone	STONESCAG25	MW	CHK	IS	OH	1101000-64360	423.09
									\$423.09	
00165252	07/03/2025	V005578	SVA Architects INC	63685	MW	CHK	IS	OH	1317500-70000	9,603.15
									\$9,603.15	
00165253	07/03/2025	V004009	T-Mobile USA Inc	9608663237	MW	CHK	IS	OH	1103180-63400	165.00
									\$165.00	
00165254	07/03/2025	V004245	TargetSolutions Learning LLC	INV121881	MW	CHK	IS	OH	1103120-62160	260.85
									\$260.85	
00165255	07/03/2025	V003279	Temecula Valley Music for Young Children	32025-1	MW	CHK	IS	OH	1715144-63240	971.60
									\$971.60	
00165256	07/03/2025	V004715	The Press Enterprise	0011741108	MW	CHK	IS	OH	1102400-60040	245.39
				0011741112	MW	CHK	IS	OH	1102400-60040	243.14
				0011741293	MW	CHK	IS	OH	1102400-60040	263.42
				0011741310	MW	CHK	IS	OH	1102400-60040	1,091.91
				0011741314	MW	CHK	IS	OH	1102400-60040	1,063.26
				0011741319	MW	CHK	IS	OH	1102400-60040	1,206.83
									\$4,113.95	
00165257	07/03/2025	V002822	Verizon Wireless	6116042201	MW	CHK	IS	OH	1103120-64640	5,195.55
				6116042202	MW	CHK	IS	OH	1103120-64640	5,191.49
									\$10,387.04	
00165258	07/03/2025	V005899	Verizon Wireless Services LLC	9022404044	MW	CHK	IS	OH	1103180-63400	150.00
				9022404643	MW	CHK	IS	OH	1103180-63400	150.00
									\$300.00	
00165259	07/03/2025	V003570	Melissa Whittington	070225MH	MW	CHK	IS	OH	1100000-12210	(240.25)
									1103130-64320	322.15
									\$81.90	
00165260	07/03/2025	V001127	Willdan Engineering	002-33868	MW	CHK	IS	OH	1513590-60480	20,521.22
									\$20,521.22	
00165261	07/03/2025	V001128	Willdan Financial Services	010-62524	MW	CHK	IS	OH	1800050-60480	2,721.01
									\$2,721.01	
00165262	07/03/2025	V005237	Hollis J Wood	HW0625	MW	CHK	IS	OH	1715144-63240	485.10
									\$485.10	
00165263	07/03/2025	V001139	Youngblood & Associates	5135A	MW	CHK	IS	OH	1102200-63640	300.00
									\$300.00	
00165264	07/09/2025	V003131	Aflac	2232/2501130	MW	CHK	IS	OH	1100000-21720	2,139.63
									1102600-53000	0.04
									1110000-21720	858.80
									1190000-21720	14.85
									1510000-21720	344.98
									1710000-21720	398.40
									3060000-21720	170.30
									3110000-21720	108.36
									3580000-21720	55.66
									7260000-21720	109.86
				2234/2501130	MW	CHK	IS	OH	1100000-21720	901.39
									1110000-21720	196.02
									1190000-21720	0.17
									1510000-21720	36.30
									3060000-21720	36.22
									3110000-21720	207.75
									3580000-21720	52.77
									7260000-21720	118.82

												\$5,750.32
00165265	07/09/2025	V000773	Pre-Paid Legal Services Inc	2600/2501130	MW	CHK	IS	OH	1100000-21440	99.65		
									1110000-21440	51.80		
									1510000-21440	51.80		
									1710000-21440	79.75		
												\$283.00
00165266	07/09/2025	V003638	U.S. Bank Trustee For PARS/ARS 6746022400	1401/2501130	MW	CHK	IS	OH	1100000-21600	23.98		
									1110000-21600	77.32		
									1710000-21600	195.74		
									3110000-21600	123.66		
				2401/2501130	MW	CHK	IS	OH	1100000-21600	114.38		
									1110000-21600	368.86		
									1710000-21600	933.92		
									3110000-21600	590.00		
												\$2,427.86
00165267	07/09/2025	V005865	Washington State Council of Fire Fighters	1184/2501130	MW	CHK	IS	OH	1110000-21303	1,100.00		
									1510000-21303	5,100.00		
				2184/2501130	MW	CHK	IS	OH	1110000-21304	1,100.00		
									1510000-21304	5,100.00		
												\$12,400.00
00165268	07/10/2025	V005378	Aleshire & Wynder LLP	96203	MW	CHK	IS	OH	1101200-60440	3,921.60		
				96204	MW	CHK	IS	OH	1101200-60440	3,754.40		
				96205	MW	CHK	IS	OH	1101200-60440	53,088.70		
				96209	MW	CHK	IS	OH	1101200-60440	363.60		
				96211	MW	CHK	IS	OH	1101200-60440	808.00		
				96213	MW	CHK	IS	OH	1101200-60440	2,734.60		
				96215	MW	CHK	IS	OH	1101200-60440	426.70		
				96217	MW	CHK	IS	OH	1101200-60440	816.77		
												\$65,914.37
00165269	07/10/2025	V000075	Allied Traffic & Eqt Rentals	96529	MW	CHK	IS	OH	3060060-64040	358.88		
				96666	MW	CHK	IS	OH	3060060-64040	616.61		
				96674	MW	CHK	IS	OH	3060060-64040	628.03		
												\$1,603.52
00165270	07/10/2025	V005491	Amazon Capital Services	1N7J-F3TH-LGTQ	MW	CHK	IS	OH	3570050-62920	6,318.72	\$6,318.72	
00165271	07/10/2025	V005121	American Eagle Trophies	14132	MW	CHK	IS	OH	1102400-64080	371.93		
				14166	MW	CHK	IS	OH	1513520-60880	139.20		
				14173	MW	CHK	IS	OH	1101000-64080	29.36		
				14175	MW	CHK	IS	OH	1513520-62440	97.88		
												\$638.37
00165272	07/10/2025	V000125	Christina Baca	CB0088	MW	CHK	IS	OH	1715144-63240	613.20	\$613.20	
00165273	07/10/2025	V004594	Battery Systems Inc	36652507091115	MW	CHK	IS	OH	1106120-64040	914.45	\$914.45	
00165274	07/10/2025	V000112	Blue Triton Brands Inc	05E8710121514	MW	CHK	IS	OH	1715144-62440	269.28		
				05F8710121514	MW	CHK	IS	OH	1715144-62440	213.13		
				05F8710352780	MW	CHK	IS	OH	1106145-62440	310.45		
												\$792.86
00165275	07/10/2025	V004748	Bound Tree Medical	85833883	MW	CHK	IS	OH	1513520-64175	207.99		
				85833884	MW	CHK	IS	OH	1513520-64175	205.99		
												\$413.98
00165276	07/10/2025	V005968	Brett Bolich	INV-001126	MW	CHK	IS	OH	3115900-60480	500.00	\$500.00	
00165277	07/10/2025	V004925	Brightly Software Inc.	INV-279137	MW	CHK	IS	OH	7268340-62160	35,593.24	\$35,593.24	
00165278	07/10/2025	V005553	California Dept of Technology	DC2425115YX	MW	CHK	IS	OH	7268340-62160	280,864.70	\$280,864.70	
00165279	07/10/2025	V003987	California Police Chiefs Assoc	11684	MW	CHK	IS	OH	1103120-63880	2,407.00	\$2,407.00	

00165280	07/10/2025	V004677	Tina Cantrell	TC0625	MW	CHK	IS	OH	1715144-63240	512.40	
											\$512.40
00165281	07/10/2025	V005693	Capital Construction Inc	2272	MW	CHK	IS	OH	1113580-62000	6,864.00	
				2273	MW	CHK	IS	OH	1113580-62000	20,000.00	
											\$26,864.00
00165282	07/10/2025	V004427	CentralSquare Technologies LLC	433018	MW	CHK	IS	OH	7268340-62160	204,222.49	
											\$204,222.49
00165283	07/10/2025	V004972	Chandler Asset Management Inc.	2506MURRIETA	MW	CHK	IS	OH	1102600-61480	4,095.56	
									1180030-61480	3.65	
									1270060-61480	65.64	
									1280060-61480	270.16	
									1290060-61480	12.35	
									1300060-61480	53.15	
									1310060-61480	46.93	
									1320060-61480	56.50	
									1330060-61480	195.29	
									1340060-61480	163.57	
									1350060-61480	343.01	
									1360060-61480	111.67	
									1370060-61480	59.03	
									1380060-61480	342.90	
									1400060-61480	6.42	
									1410060-61480	8.37	
									1513520-61480	86.59	
									1715162-61480	40.38	
									2000050-61480	1.44	
									2020050-61480	2.26	
									2030050-61480	0.28	
									2040050-61480	3.62	
									2050050-61480	0.11	
									2060050-61480	1.93	
									2070050-61480	0.59	
									2080050-61480	4.29	
									2090050-61480	0.68	
									2120050-61480	39.71	
									2130050-61480	0.03	
									2140050-61480	1.00	
									2150050-61480	0.37	
									2160050-61480	11.58	
									2170050-61480	3.72	
									2180050-61480	2.59	
									2190050-61480	6.96	
									2200050-61480	5.99	
									2210050-61480	15.62	
									2220050-61480	0.21	
									2230050-61480	8.35	
									2240050-61480	0.12	
									2250050-61480	16.49	
									2260050-61480	0.79	
									2270050-61480	8.25	
									2280050-61480	0.47	
									2290050-61480	0.36	
									3020060-61480	373.90	
									3060060-61480	337.99	
									3070060-61480	176.08	
									3115900-61480	61.48	
									3160060-61480	131.92	
									3190060-61480	0.11	
									3220040-61480	30.49	

										3230040-61480	62.07	
										3360060-61480	24.35	
										3380010-61480	4.28	
										3410010-61480	0.01	
										3530050-61480	8.37	
										3613120-61480	0.02	
										3740010-61480	296.22	
										3770010-61480	0.50	
										4020030-61480	3.18	
										4110030-61480	4.82	
										4316120-61480	37.88	
										5020060-61480	5.00	
										5110040-61480	11.11	
										5130040-61480	57.65	
										5510060-61480	182.30	
										7156160-61480	34.00	
										7268340-61480	96.19	
										8100050-61480	15.81	
												\$8,054.71
00165284	07/10/2025	V005982	Christy J Forrest	000047	MW	CHK	IS	OH	3115900-60480	543.75		
				000048	MW	CHK	IS	OH	3115900-60480	435.00		
												\$978.75
00165285	07/10/2025	V004663	CivicPlus LLC	341470	MW	CHK	IS	OH	7268340-62160	799.05		
												\$799.05
00165286	07/10/2025	V005429	Code 3 Technology LLC	24-671	MW	CHK	IS	OH	1103120-71060	31,260.50		
												\$31,260.50
00165287	07/10/2025	V005770	Comcast Financial Agency	244424070	MW	CHK	IS	OH	1103180-64480	739.53		
												\$739.53
00165288	07/10/2025	V004754	Concentra Medical Centers	87242519	MW	CHK	IS	OH	1102200-63640	252.00		
												\$252.00
00165289	07/10/2025	V003215	Copware Inc	87236	MW	CHK	IS	OH	1103120-63880	2,550.00		
												\$2,550.00
00165290	07/10/2025	V004379	CoreLogic Solutions LLC	30787276	MW	CHK	IS	OH	7268340-63880	816.00		
												\$816.00
00165291	07/10/2025	V003095	County of Riverside	20230969210101	MW	CHK	IS	OH	1715162-62800	15,749.04		
												\$15,749.04
00165292	07/10/2025	V003095	County of Riverside	PE0000002758	MW	CHK	IS	OH	1113520-60480	4,771.80		
												\$4,771.80
00165293	07/10/2025	T04017	CRP/WWG/Brandywine Murrieta Storage Owner LLC	RFND1948	MW	CHK	IS	OH	8010000-23310	10,000.00		
												\$10,000.00
00165294	07/10/2025	V005390	CyberTech Analytics	210604957	MW	CHK	IS	OH	7268340-62160	90,050.00		
												\$90,050.00
00165295	07/10/2025	V005761	Anne Marie Dunn	03202501	MW	CHK	IS	OH	3115900-60480	300.00		
												\$300.00
00165296	07/10/2025	V003068	Jeremy Durrant	070925JD	MW	CHK	IS	OH	1103120-62440	470.00		
												\$470.00
00165297	07/10/2025	V000402	Excel Landscape Inc	111696	MW	CHK	IS	OH	1810050-62040	2,017.08		
				111697	MW	CHK	IS	OH	1820050-62040	1,831.12		
				111698	MW	CHK	IS	OH	1860050-62040	400.25		
				111700	MW	CHK	IS	OH	1880050-62040	943.81		
				111702	MW	CHK	IS	OH	2080050-62040	263.07		
				111704	MW	CHK	IS	OH	2160050-62040	673.47		
												\$6,128.80
00165298	07/10/2025	V004127	Express Plumbing	1187253	MW	CHK	IS	OH	3530050-60800	1,940.00		
				1187903	MW	CHK	IS	OH	1513580-62000	115.00		
												\$2,055.00
00165299	07/10/2025	V004399	Fast 5Xpress	00374	MW	CHK	IS	OH	1513540-62200	168.00		
												\$168.00
00165300	07/10/2025	V000409	Federal Express Corporation	8-907-21177	MW	CHK	IS	OH	1101000-64360	190.05		

				8-913-77860	MW	CHK	IS	OH	1103120-62680	37.00	
									1103120-62680	26.97	
											\$254.02
00165301	07/10/2025	V002821	Frontier California Inc	197-0886 07/25	MW	CHK	IS	OH	1103120-64480	1,011.00	
				197-1049 7/25	MW	CHK	IS	OH	7268340-64480	1,090.00	
				197-2049 06/25	MW	CHK	IS	OH	7268340-64480	1,040.00	
				197-3542 06/25	MW	CHK	IS	OH	7268340-64640	466.23	
				304-0470 06/25	MW	CHK	IS	OH	7268340-64640	90.61	
				304-2849 06/25	MW	CHK	IS	OH	7268340-64640	76.46	
				304-9149 06/25	MW	CHK	IS	OH	7268340-64640	76.46	
				304-9549 06/25	MW	CHK	IS	OH	7268340-64640	72.09	
				304-9560 7/25	MW	CHK	IS	OH	7268340-64640	297.63	
				600-9059 06/25	MW	CHK	IS	OH	7268340-64640	150.29	
				677-1670 06/25	MW	CHK	IS	OH	7268340-64640	90.61	
				677-5511 7/25	MW	CHK	IS	OH	7268340-64640	294.11	
				677-7289 06/25	MW	CHK	IS	OH	7268340-64640	315.10	
				696-3601 7/25	MW	CHK	IS	OH	7268340-64640	319.22	
				698-1451 7/25	MW	CHK	IS	OH	7268340-64640	148.37	
				698-6519 06/25	MW	CHK	IS	OH	7268340-64640	76.46	
				698-8217 6/25	MW	CHK	IS	OH	7268340-64640	132.98	
				9266050506 7/25	MW	CHK	IS	OH	7268340-64480	142.13	
				RTO-0069 06/25	MW	CHK	IS	OH	7268340-64640	57.34	
											\$5,947.09
00165302	07/10/2025	V003380	Glenn Lukos Associates Inc	38016	MW	CHK	IS	OH	1101600-60320	320.00	
											\$320.00
00165303	07/10/2025	V006000	Granicus LLC	206888	MW	CHK	IS	OH	1104400-60320	975.78	
											\$975.78
00165304	07/10/2025	V005790	Greg Guerrero	GGUERRERO071125	MW	CHK	IS	OH	7268340-64280	1,785.27	
											\$1,785.27
00165305	07/10/2025	V006006	Heather Estrada	ICSCH25	MW	CHK	IS	OH	1104100-62976	149.50	
											\$149.50
00165306	07/10/2025	V005973	Hey Hey Entertainment	61925	MW	CHK	IS	OH	3115900-60480	512.00	
											\$512.00
00165307	07/10/2025	V005632	Hive Class INC	1122	MW	CHK	IS	OH	3115900-62920	1,000.00	
											\$1,000.00
00165308	07/10/2025	V003934	Howroyd Wright Employment Agency Inc	01-7121876	MW	CHK	IS	OH	1102100-60480	212.80	
									1102600-60480	773.45	
									1104600-60480	1,170.40	
											\$2,156.65
00165309	07/10/2025	V005813	Imperial Bag & Paper Co LLC	38220654	MW	CHK	IS	OH	1513580-64040	421.10	
											\$421.10
00165310	07/10/2025	V004724	Inland Empire Magazine	INV53095	MW	CHK	IS	OH	1111600-62960	2,095.00	
											\$2,095.00
00165311	07/10/2025	V005436	Inland Fleet Solutions Inc	9305	MW	CHK	IS	OH	1513540-62200	6,146.97	
				9306	MW	CHK	IS	OH	1513540-62200	7,632.52	
											\$13,779.49
00165312	07/10/2025	V005972	Iwalani Venerable	0162	MW	CHK	IS	OH	3115900-60480	400.00	
											\$400.00
00165313	07/10/2025	V005884	Jennifer Lynn Marble Smith	32025	MW	CHK	IS	OH	1715144-63240	136.50	
				42025	MW	CHK	IS	OH	1715144-63240	168.00	
				62025	MW	CHK	IS	OH	1715144-63240	210.00	
											\$514.50
00165314	07/10/2025	V005942	Jose Munoz	JMFY25BOOTS	MW	CHK	IS	OH	1800050-60880	234.84	
											\$234.84
00165315	07/10/2025	V000545	JTB Supply Company Inc	115111	MW	CHK	IS	OH	1106120-64040	11,429.63	
											\$11,429.63
00165316	07/10/2025	V005301	Kingdom Cause Inc	2025-0500091	MW	CHK	IS	OH	1105100-60480	35,458.64	
											\$35,458.64
00165317	07/10/2025	V000608	Logo Joes LLC	43449	MW	CHK	IS	OH	1104400-64080	516.44	

												\$516.44
00165318	07/10/2025	V000624	Laura C Maasberg	LM0625	MW	CHK	IS	OH	1715144-63240	246.40		
												\$246.40
00165319	07/10/2025	V006007	Martha Coleman	ICSCMC25	MW	CHK	IS	OH	1104100-62976	522.60		
												\$522.60
00165320	07/10/2025	V000617	MCI	409139512	MW	CHK	IS	OH	1103120-64640	16.80		
												\$16.80
00165321	07/10/2025	V004682	Michael Baker International Inc	1231069	MW	CHK	IS	OH	3027500-60480	1,730.00		
				1252612	MW	CHK	IS	OH	1106120-60360	2,611.05		
									1106120-60600	2,218.62		
												\$6,559.67
00165322	07/10/2025	V000668	Motorola Solutions Inc	8282114260	MW	CHK	IS	OH	1513520-62120	(1,851.56)		
				8282155108	MW	CHK	IS	OH	1513520-62120	9,250.00		
									1513580-64200	5,387.50		
												\$12,785.94
00165323	07/10/2025	V004471	Omega Print	45328	MW	CHK	IS	OH	1103120-62720	32.63		
												\$32.63
00165324	07/10/2025	V000753	Petes Road Serv Inc	25-0846917-00	MW	CHK	IS	OH	1513540-62200	7,595.11		
												\$7,595.11
00165325	07/10/2025	V000763	Gustavo A Poletti	GP0625	MW	CHK	IS	OH	1715144-63240	1,498.00		
												\$1,498.00
00165326	07/10/2025	V005768	Primex Clinical Laboratories Inc	3156430	MW	CHK	IS	OH	1513520-60480	5,567.76		
												\$5,567.76
00165327	07/10/2025	V005291	Priority Building Services LLC	96974	MW	CHK	IS	OH	1513520-60480	775.22		
				96975	MW	CHK	IS	OH	3115900-62000	5,315.76		
												\$6,090.98
00165328	07/10/2025	V005186	Project TOUCH	32174-APR	MW	CHK	IS	OH	3747500-60480	42,080.00		
				32516-MAY	MW	CHK	IS	OH	1105100-60480	38,775.00		
												\$80,855.00
00165329	07/10/2025	V004702	PV Capital Ventures LLC	SOL-10761-0014	MW	CHK	IS	OH	1103120-62800	2,427.93		
				SOL-10832-0014	MW	CHK	IS	OH	1106155-62800	5,525.08		
				SOL-10832COR-1	MW	CHK	IS	OH	1106155-62800	3,549.96		
												\$11,502.97
00165330	07/10/2025	V000817	Rancho California Water District	3030927 06/25	MW	CHK	IS	OH	2120050-64660	295.14		
												\$295.14
00165331	07/10/2025	V004716	Rancho Santiago Community College District	PDWELLNESS25-26	MW	CHK	IS	OH	1103120-60480	1,927.85		
									3580030-60480	88.15		
												\$2,016.00
00165332	07/10/2025	V005885	Renes Commercial Management	06-25	MW	CHK	IS	OH	1513580-62000	275.00		
												\$275.00
00165333	07/10/2025	V000840	Rightway Portable Toilets	418986	MW	CHK	IS	OH	1715162-61910	398.18		
				424834	MW	CHK	IS	OH	1715162-61910	398.18		
				424835	MW	CHK	IS	OH	1715162-61910	398.18		
				424836	MW	CHK	IS	OH	2120050-61910	565.09		
				424837	MW	CHK	IS	OH	1810050-61910	283.09		
				425272	MW	CHK	IS	OH	1715162-61910	18.01		
				427349	MW	CHK	IS	OH	1106155-62000	509.38		
												\$2,570.11
00165334	07/10/2025	V002990	Riverside County Fire Chief's Association	26-09	MW	CHK	IS	OH	1513520-63880	300.00		
												\$300.00
00165335	07/10/2025	V005681	Roger Ortiz	25408	MW	CHK	IS	OH	1111600-62960	4,751.29		
												\$4,751.29
00165336	07/10/2025	V005917	Roy Allan Slurry Seal Inc	4680	MW	CHK	IS	OH	3020000-20060	(6,775.50)		
									3027500-70000	135,509.93		
									3190000-20060	(1,442.96)		
									3197500-70000	28,859.24		
												\$156,150.71
00165337	07/10/2025	V004902	San Diego Community College District	062325JB	MW	CHK	IS	OH	1513580-64360	6.66		
									3770030-64360	133.34		

									\$140.00	
00165338	07/10/2025	V006002	Sebaz Video Productions Inc.	051925	MW	CHK	IS	OH	1513520-64360	1,000.00
									\$1,000.00	
00165339	07/10/2025	V000965	Shred-It	8008660924A	MW	CHK	IS	OH	1102400-60480	322.08
				8008971553	MW	CHK	IS	OH	1102400-60480	155.18
				8011101346	MW	CHK	IS	OH	1102400-60480	349.98
									1513520-60480	78.89
				8011159380	MW	CHK	IS	OH	1715120-62440	23.69
									\$929.82	
00165340	07/10/2025	V004938	SoCal Wax Shop Inc	79048	MW	CHK	IS	OH	1103120-62200	185.00
				79049	MW	CHK	IS	OH	1103120-62200	45.00
									\$230.00	
00165341	07/10/2025	V000944	South Coast AQMD	4529203	MW	CHK	IS	OH	1103120-61440	175.84
									\$175.84	
00165342	07/10/2025	V000947	Southern CA Edison	1538034 06/25	MW	CHK	IS	OH	1715162-64520	49.86
				7056640 07/25	MW	CHK	IS	OH	1715162-64520	10.20
									\$60.06	
00165343	07/10/2025	V000946	Southern CA Edison Company	1085085 06/25	MW	CHK	IS	OH	1800050-64520	662.11
				1391480 06/25	MW	CHK	IS	OH	1513580-64520	695.97
				1512297 07/25	MW	CHK	IS	OH	3060060-64560	8,508.60
				2306832 06/25	MW	CHK	IS	OH	1513520-64520	2,302.18
									1513580-64520	2,302.18
				2318653 06/25	MW	CHK	IS	OH	1513580-64520	1,397.41
				2347349 06/25	MW	CHK	IS	OH	1513580-64520	1,898.63
									\$17,767.08	
00165344	07/10/2025	V004009	T-Mobile USA Inc	994368353 06/25	MW	CHK	IS	OH	1513520-64640	971.85
									\$971.85	
00165345	07/10/2025	V003959	TASC	IN3462918	MW	CHK	IS	OH	1102200-60480	1,685.00
									\$1,685.00	
00165346	07/10/2025	V003473	Terryberry Company LLC	S86438	MW	CHK	IS	OH	1102200-62440	6,069.96
									\$6,069.96	
00165347	07/10/2025	V004715	The Press Enterprise	0011739403	MW	CHK	IS	OH	1104400-60040	914.09
				0011741742	MW	CHK	IS	OH	1102400-60040	482.42
				0011742530	MW	CHK	IS	OH	1104400-60040	343.09
									\$1,739.60	
00165348	07/10/2025	V005806	True North Compliance Services Inc	25-06-01-048	MW	CHK	IS	OH	1104600-60480	7,800.00
									\$7,800.00	
00165349	07/10/2025	V004177	TSI Incorporated	91907692	MW	CHK	IS	OH	1103120-64200	284.50
									\$284.50	
00165350	07/10/2025	V001040	U S Bank National Association	US BANK 06/25	MW	CHK	IS	OH	1101000-62520	44.97
									1101400-62520	12,236.27
									1102100-62520	3,421.46
									1102200-62520	505.21
									1102400-62520	676.90
									1102600-62520	2,897.25
									1103120-62520	3,798.18
									1103130-62520	1,101.88
									1103160-62520	14,012.91
									1103180-62520	28,804.94
									1104100-62520	348.74
									1104140-62520	60.54
									1104400-62520	2,248.99
									1104600-62520	4,128.91
									1105000-62520	12,573.37
									1105100-62520	90.67
									1106120-62520	1,861.75
									1106145-62520	3,760.87
									1513520-62520	12,408.19
									1513580-62520	2,884.16

										1715120-62520	6,317.22
										1715144-62520	9,270.93
										3115900-62520	17,177.08
										7018100-62520	831.97
										7268340-62520	11,499.22
											\$152,962.58
00165351	07/10/2025	V001040	U S Bank National Association	8693347712526	MW	CHK	IS	OH	1101600-62520	2,700.22	
				8693349042526	MW	CHK	IS	OH	1513520-62520	3,643.33	
				8693349122526	MW	CHK	IS	OH	1101600-62520	2,763.80	
											\$9,107.35
00165352	07/10/2025	V001057	United Towing Services Inc	68893	MW	CHK	IS	OH	1103120-62200	65.00	
				68924	MW	CHK	IS	OH	1103120-62200	97.50	
				68931	MW	CHK	IS	OH	1103120-62200	65.00	
				68935	MW	CHK	IS	OH	1103120-62200	65.00	
				68938	MW	CHK	IS	OH	1103120-62200	65.00	
				68955	MW	CHK	IS	OH	1103120-62200	65.00	
				68966	MW	CHK	IS	OH	1103120-62200	65.00	
				68967	MW	CHK	IS	OH	1103120-62200	65.00	
											\$552.50
00165353	07/10/2025	V005586	Valley Wide Elite Gymnastics INC	19	MW	CHK	IS	OH	1715144-63240	859.60	
											\$859.60
00165354	07/10/2025	V005728	Nicholas Vaughn	1128530709753066	MW	CHK	IS	OH	1106145-60880	300.00	
											\$300.00
00165355	07/10/2025	V004189	VCA Animal Hospitals Inc	5560658417	MW	CHK	IS	OH	1103160-63960	491.31	
				5560658644	MW	CHK	IS	OH	1103160-63960	464.71	
				5560658845	MW	CHK	IS	OH	1103160-63960	604.62	
				5560659767	MW	CHK	IS	OH	1103160-63960	590.58	
											\$2,151.22
00165356	07/10/2025	V002822	Verizon Wireless	6114640671	MW	CHK	IS	OH	1104140-60480	667.67	
				6116765969	MW	CHK	IS	OH	1513520-64640	2,809.52	
				6117150295	MW	CHK	IS	OH	1106120-64640	142.75	
				6117150296	MW	CHK	IS	OH	1106145-64640	454.96	
									1106155-64640	206.80	
				6117150298	MW	CHK	IS	OH	1101000-64640	346.79	
				6117476383	MW	CHK	IS	OH	1103120-64640	41.40	
											\$4,669.89
00165357	07/10/2025	V001075	Darryl Vidal	070125B	MW	CHK	IS	OH	1715144-63240	378.00	
				070325A	MW	CHK	IS	OH	1715144-63240	711.20	
				070325I	MW	CHK	IS	OH	1715144-63240	817.60	
				070325J	MW	CHK	IS	OH	1715144-63240	631.40	
											\$2,538.20
00165358	07/10/2025	V001119	Western Riverside Council of Governments	2037	MW	CHK	IS	OH	3530010-60480	9,669.03	
				2042	MW	CHK	IS	OH	3530010-60480	8,608.37	
											\$18,277.40
00165359	07/10/2025	V005275	Yunex LLC	5610005550	MW	CHK	IS	OH	1106150-61960	1,536.00	
				5610005598	MW	CHK	IS	OH	1106150-61960	6,470.00	
											\$8,006.00
00165360	07/17/2025	V000020	A T & T	000023707661	MW	CHK	IS	OH	7268340-64640	165.80	
				000023707663	MW	CHK	IS	OH	7268340-64640	165.80	
				000023709440	MW	CHK	IS	OH	7268340-64640	415.44	
											\$747.04
00165361	07/17/2025	V000075	Allied Traffic & Eqt Rentals	96692	MW	CHK	IS	OH	3060060-64040	2,198.11	
				96700	MW	CHK	IS	OH	3060060-64040	244.69	
				96706	MW	CHK	IS	OH	3060060-64040	27.19	
											\$2,469.99
00165362	07/17/2025	V005720	Michael Almodovar	1120521597310985	MW	CHK	IS	OH	1106145-60880	300.00	
											\$300.00
00165363	07/17/2025	V006010	Appliance Solutions LLC	9677584	MW	CHK	IS	OH	1106155-62000	663.09	
											\$663.09

00165364	07/17/2025	V004833	Architerra Design Group	33970	MW	CHK	IS	OH	1104400-60480	13,111.40	\$13,111.40
00165365	07/17/2025	V004594	Battery Systems Inc	36652507091457	MW	CHK	IS	OH	1106120-64040	2,743.34	\$2,743.34
00165366	07/17/2025	V005807	BPR Consulting Group	3050	MW	CHK	IS	OH	1104600-60480	627.78	\$627.78
00165367	07/17/2025	V003637	Brodart Co	B7011169 B7014469	MW MW	CHK CHK	IS IS	OH OH	3115900-62920 3115900-62920	267.79 207.73	\$475.52
00165368	07/17/2025	V005867	Matt Burnell	M/BURNELL6/25	MW	CHK	IS	OH	1104600-60880	222.93	\$222.93
00165369	07/17/2025	V000192	CAL FIRE	0000001636787	MW	CHK	IS	OH	1113520-60480	161,334.77	\$161,334.77
00165370	07/17/2025	V005693	Capital Construction Inc	2274 2280 2281	MW MW MW	CHK CHK CHK	IS IS IS	OH OH OH	1113580-62000 1113520-71030 1113580-62000	35,509.50 3,571.00 19,408.00	\$58,488.50
00165371	07/17/2025	V004427	CentralSquare Technologies LLC	440227 440435 440743	MW MW MW	CHK CHK CHK	IS IS IS	OH OH OH	7268340-62160 7268340-62160 7268340-62160	7,103.26 72,755.69 32,500.81	\$112,359.76
00165372	07/17/2025	V005931	Chief Services Inc.	20250619-01	MW	CHK	IS	OH	1103120-62000	7,873.15	\$7,873.15
00165373	07/17/2025	V004772	Cintas First Aid	5263687005 5279395604 5279395605 5279395606 5279395607	MW MW MW MW MW	CHK CHK CHK CHK CHK	IS IS IS IS IS	OH OH OH OH OH	7018100-62440 7018100-62440 7018100-62440 7018100-62440 7018100-62440	25.15 406.19 508.15 1,036.56 373.81	\$2,349.86
00165374	07/17/2025	V000849	County of Riverside	IN1053118 IN1053124 IN1053461	MW MW MW	CHK CHK CHK	IS IS IS	OH OH OH	1513520-61440 1513520-61440 1513520-61440	1,040.00 1,040.00 1,362.00	\$3,442.00
00165375	07/17/2025	V003095	County of Riverside	PE0000002757	MW	CHK	IS	OH	1103120-60480	18,101.00	\$18,101.00
00165376	07/17/2025	V000843	County of Riverside Executive Office	2026-01MUR	MW	CHK	IS	OH	1101800-63480	86,127.00	\$86,127.00
00165377	07/17/2025	V000337	Data Ticket Inc	181732	MW	CHK	IS	OH	1103120-60480	428.90	\$428.90
00165378	07/17/2025	V000402	Excel Landscape Inc	111701 111703 111705 111706 111707 111708 111709 111711 111714 111715 111716 111717 111718 111719 111720 111729 111730 111731 111732 111733	MW MW MW MW MW MW MW MW MW MW MW MW MW MW MW MW MW MW MW MW MW	CHK CHK CHK CHK CHK CHK CHK CHK CHK CHK CHK CHK CHK CHK CHK CHK CHK CHK CHK CHK CHK	IS IS IS IS IS IS IS IS IS IS IS IS IS IS IS IS IS IS IS IS IS	OH OH OH OH OH OH OH OH OH OH OH OH OH OH OH OH OH OH OH OH OH	2020050-62040 2130050-62040 2170050-62040 2180050-62040 2210050-62040 2230050-62040 2250050-62040 1800050-62040 1715166-62040 1800050-62040 1810050-62040 1810050-62040 1810050-62040 1860050-62040 1880050-62040 2080050-62040 2100050-62040 2130050-62040 2130050-62040 2210050-62040	3,724.28 1,122.02 353.00 318.39 6,561.04 511.13 1,383.99 10,305.19 1,309.37 977.04 304.39 371.47 3,786.79 269.66 2,287.58 360.25 371.47 5,829.66 1,670.96 1,005.39	

				111734	MW	CHK	IS	OH	2250050-62040	1,204.04	
				111735	MW	CHK	IS	OH	2250050-62040	2,135.76	
				111736	MW	CHK	IS	OH	2270050-62040	1,300.00	
											\$47,462.87
00165379	07/17/2025	V000414	FileOnQ Inc	13118	MW	CHK	IS	OH	1103180-62160	4,000.00	
											\$4,000.00
00165380	07/17/2025	V002821	Frontier California Inc	197-0631 7/25	MW	CHK	IS	OH	7268340-64480	232.38	
				679-7612 7/25	MW	CHK	IS	OH	7268340-64640	223.88	
				894-6225 7/25	MW	CHK	IS	OH	7268340-64480	130.49	
											\$586.75
00165381	07/17/2025	V005721	Lucas Haynes	1147205448598986	MW	CHK	IS	OH	1106145-60880	297.36	
											\$297.36
00165382	07/17/2025	V000501	Health and Human Resources Center Inc	E0348444	MW	CHK	IS	OH	7018100-60480	1,059.15	
											\$1,059.15
00165383	07/17/2025	V005607	HigherGround Inc	INV6908	MW	CHK	IS	OH	1103180-62160	10,500.00	
											\$10,500.00
00165384	07/17/2025	V002923	Hinderliter de Llamas & Associates	SIN051892	MW	CHK	IS	OH	1102600-61200	128.56	
											\$128.56
00165385	07/17/2025	V005749	HR Green Pacific Inc	189770	MW	CHK	IS	OH	1106120-60600	2,587.50	
				189771	MW	CHK	IS	OH	1106120-60600	9,135.23	
											\$11,722.73
00165386	07/17/2025	V005813	Imperial Bag & Paper Co LLC	37628172	MW	CHK	IS	OH	1715162-64040	68.16	
											\$68.16
00165387	07/17/2025	V004886	Industrial Door Group Inc	25-801916	MW	CHK	IS	OH	1113580-62000	1,076.50	
											\$1,076.50
00165388	07/17/2025	V003868	Interwest Consulting Group Inc	2188277	MW	CHK	IS	OH	1104600-60480	8,635.00	
											\$8,635.00
00165389	07/17/2025	V003433	JD Promotions	76760	MW	CHK	IS	OH	1102200-62440	764.49	
											\$764.49
00165390	07/17/2025	V005964	Ken Jones	1117115783559144	MW	CHK	IS	OH	1106155-60880	297.36	
											\$297.36
00165391	07/17/2025	V005782	Lashawn Butler	0000048	MW	CHK	IS	OH	3115900-60480	450.00	
				0000049	MW	CHK	IS	OH	3115900-60480	375.00	
											\$825.00
00165392	07/17/2025	V005590	LeadsOnline Parent LLC	418284	MW	CHK	IS	OH	1103180-62160	18,486.00	
											\$18,486.00
00165393	07/17/2025	V000608	Logo Joes LLC	43438	MW	CHK	IS	OH	7018100-62440	982.89	
											\$982.89
00165394	07/17/2025	V004682	Michael Baker International Inc	1254128	MW	CHK	IS	OH	1106120-60360	3,414.45	
				1254153	MW	CHK	IS	OH	5517500-60480	9,812.00	
											\$13,226.45
00165395	07/17/2025	V005837	Michael Sullivan & Associates LLP	1333525	MW	CHK	IS	OH	7018100-61860	147.50	
				1333526	MW	CHK	IS	OH	7018100-61860	413.00	
				1333527	MW	CHK	IS	OH	7018100-61860	206.50	
											\$767.00
00165396	07/17/2025	V005696	Monument Row	3434	MW	CHK	IS	OH	3067500-60480	157.50	
				3465	MW	CHK	IS	OH	1287500-60360	362.25	
				3592	MW	CHK	IS	OH	3167500-60480	850.50	
											\$1,370.25
00165397	07/17/2025	V004160	Municipal Management Assoc of So Cal	13314	MW	CHK	IS	OH	1103120-63880	125.00	
											\$125.00
00165398	07/17/2025	V003751	Murrieta Firefighters Association	JAN-JUN25	MW	CHK	IS	OH	1513580-60480	2,400.00	
											\$2,400.00
00165399	07/17/2025	V004782	Napa Auto Parts	167695	MW	CHK	IS	OH	1513540-62200	52.46	
				167699	MW	CHK	IS	OH	1513540-62200	55.71	
				168434	MW	CHK	IS	OH	1513540-62200	232.05	
											\$340.22
00165400	07/17/2025	V005460	Old Town Temecula Harley-Davidson	198317	MW	CHK	IS	OH	1103120-62200	607.56	
				198730	MW	CHK	IS	OH	1103120-62200	287.16	

				199600	MW	CHK	IS	OH	1103120-62200	2,047.27	
				200461	MW	CHK	IS	OH	1103120-62200	411.76	
				201443	MW	CHK	IS	OH	1103120-62200	607.56	
											\$3,961.31
00165401	07/17/2025	V004864	Operative IQ	70906	MW	CHK	IS	OH	1100000-20110	(13.56)	
				70929	MW	CHK	IS	OH	1513520-62860	168.56	
									1100000-20110	(34.13)	
									1513520-62860	424.13	
											\$545.00
00165402	07/17/2025	V005956	Optima RPM Inc.	5000863	MW	CHK	IS	OH	1127500-70000	32,383.66	
									3507500-70000	32,383.67	
									3777500-70000	259,069.31	
											\$323,836.64
00165403	07/17/2025	V005581	Paige Arnone	INV-000207	MW	CHK	IS	OH	3580030-63880	4,995.00	
											\$4,995.00
00165404	07/17/2025	V005846	Porsche Mysticque Steele	004	MW	CHK	IS	OH	3115900-60480	12.52	
				005	MW	CHK	IS	OH	3115900-60480	400.00	
											\$412.52
00165405	07/17/2025	V000790	Public Entity Risk Managment Auth	INV421	MW	CHK	IS	OH	7018100-61760	333,617.00	
									7018100-61770	93,516.00	
									7018100-61780	45,838.00	
									7018100-61800	3,467,417.00	
									7018100-61810	1,994,309.00	
									7018100-61820	3,347.00	
									7018100-61825	653.00	
									7018100-61830	296,663.00	
											\$6,235,360.00
00165406	07/17/2025	V003906	Rainbow Printing	00162402	MW	CHK	IS	OH	1100000-20110	(94.94)	
									3115900-62720	1,179.94	
											\$1,085.00
00165409	07/17/2025	V000817	Rancho California Water District	3047339 06/25	MW	CHK	IS	OH	1715162-64660	91.05	
				3050742 06/25	MW	CHK	IS	OH	1715162-64660	236.24	
				3050743 06/25	MW	CHK	IS	OH	1715162-64660	360.47	
				3051051 06/25	MW	CHK	IS	OH	1880050-64660	1,248.48	
				3051253 06/25	MW	CHK	IS	OH	1860050-64660	663.26	
				3051254 06/25	MW	CHK	IS	OH	1715162-64660	1,998.98	
				3051255 06/25	MW	CHK	IS	OH	1860050-64660	478.38	
				3051257 06/25	MW	CHK	IS	OH	1860050-64660	235.50	
				3051915 06/25	MW	CHK	IS	OH	2030050-64660	223.88	
				3052098 06/25	MW	CHK	IS	OH	1715162-64660	1,137.05	
				3052099 06/25	MW	CHK	IS	OH	1715162-64660	695.02	
				3052100 06/25	MW	CHK	IS	OH	1830050-64660	180.09	
				3052101 06/25	MW	CHK	IS	OH	1830050-64660	981.80	
				3052102 06/25	MW	CHK	IS	OH	1715162-64660	460.54	
				3052468 06/25	MW	CHK	IS	OH	2180050-64660	328.41	
				3052616 06/25	MW	CHK	IS	OH	2180050-64660	56.59	
				3052617 06/25	MW	CHK	IS	OH	2180050-64660	1,329.97	
				3052630 06/25	MW	CHK	IS	OH	1715162-64660	588.68	
				3052826 06/25	MW	CHK	IS	OH	1830050-64660	368.24	
				3052913 06/25	MW	CHK	IS	OH	2000050-64660	1,012.73	
				3052914 06/25	MW	CHK	IS	OH	2000050-64660	806.43	
				3053123 06/25	MW	CHK	IS	OH	2000050-64660	839.11	
				3053190 06/25	MW	CHK	IS	OH	2000050-64660	136.12	
				3053191 06/25	MW	CHK	IS	OH	1715162-64660	426.68	
				3053303 06/25	MW	CHK	IS	OH	2000050-64660	759.87	
				3053453 06/25	MW	CHK	IS	OH	2000050-64660	692.04	
				3053454 06/25	MW	CHK	IS	OH	2000050-64660	699.52	
				3053858 06/25	MW	CHK	IS	OH	1715162-64660	1,197.80	
				3053860 06/25	MW	CHK	IS	OH	1715162-64660	616.03	

				3053861 06/25	MW	CHK	IS	OH	2000050-64660	956.07
				3054001 06/25	MW	CHK	IS	OH	2000050-64660	868.60
				3054002 06/25	MW	CHK	IS	OH	2000050-64660	313.91
				3054127 06/25	MW	CHK	IS	OH	2000050-64660	1,245.99
				3054385 06/25	MW	CHK	IS	OH	2000050-64660	114.19
				3054398 06/25	MW	CHK	IS	OH	2000050-64660	632.23
				3054472 06/25	MW	CHK	IS	OH	2000050-64660	678.64
				3054473 06/25	MW	CHK	IS	OH	2000050-64660	84.59
				3054475 06/25	MW	CHK	IS	OH	2140050-64660	112.54
				3054525 06/25	MW	CHK	IS	OH	1880050-64660	234.94
				3054526 06/25	MW	CHK	IS	OH	1880050-64660	911.43
				3054528 06/25	MW	CHK	IS	OH	2000050-64660	859.09
				3054529 06/25	MW	CHK	IS	OH	1880050-64660	571.94
				3054530 06/25	MW	CHK	IS	OH	1880050-64660	718.42
				3054531 06/25	MW	CHK	IS	OH	1880050-64660	616.42
				3055105 06/25	MW	CHK	IS	OH	1880050-64660	2,039.03
				3055106 06/25	MW	CHK	IS	OH	1880050-64660	329.81
				3055136 06/25	MW	CHK	IS	OH	1715162-64660	184.82
				3055177 06/25	MW	CHK	IS	OH	1715162-64660	181.24
				3055178 06/25	MW	CHK	IS	OH	1715162-64660	42.27
				3055696 06/25	MW	CHK	IS	OH	1715162-64660	330.92
				3056096 06/25	MW	CHK	IS	OH	1715162-64660	450.20
				3056101 06/25	MW	CHK	IS	OH	1715162-64660	1,008.37
				3056244 06/25	MW	CHK	IS	OH	1715162-64660	2,863.94
				3056245 06/25	MW	CHK	IS	OH	1715162-64660	1,277.48
				3056247 06/25	MW	CHK	IS	OH	1715162-64660	199.14
				3056248 06/25	MW	CHK	IS	OH	1715162-64660	3,952.47
				3056249 06/25	MW	CHK	IS	OH	1715162-64660	2,577.77
				3056257 06/25	MW	CHK	IS	OH	1715162-64660	145.75
				3056260 06/25	MW	CHK	IS	OH	1715162-64660	468.85
				3056261 06/25	MW	CHK	IS	OH	1715162-64660	738.46
				3056501 06/25	MW	CHK	IS	OH	1715162-64660	1,187.84
				3056811 06/25	MW	CHK	IS	OH	1715162-64660	84.59
				3057635 06/25	MW	CHK	IS	OH	1715162-64660	84.59
				3057636 06/25	MW	CHK	IS	OH	1800050-64660	277.82
				3057647 06/25	MW	CHK	IS	OH	1715162-64660	681.86
				3057650 06/25	MW	CHK	IS	OH	1715162-64660	924.42
				3057651 06/25	MW	CHK	IS	OH	1715162-64660	1,868.31
				3057652 06/25	MW	CHK	IS	OH	1715162-64660	387.09
				3063320 06/25	MW	CHK	IS	OH	1715162-64660	101.52
										\$50,156.52
00165410	07/17/2025	V000840	Rightway Portable Toilets	413260	MW	CHK	IS	OH	1715162-61910	398.18
				413261	MW	CHK	IS	OH	2120050-61910	565.09
										\$963.27
00165411	07/17/2025	V000878	RSG Inc	13270	MW	CHK	IS	OH	6010040-60010	275.00
				13685	MW	CHK	IS	OH	3220040-60480	542.50
				13686	MW	CHK	IS	OH	3220040-60480	607.50
										\$1,425.00
00165412	07/17/2025	V003774	Safelite AutoGlass	05075-307592	MW	CHK	IS	OH	1103120-62200	526.44
				05075-308152	MW	CHK	IS	OH	1103120-62200	92.00
				05075-308272	MW	CHK	IS	OH	1103120-62200	345.89
										\$964.33
00165413	07/17/2025	V004734	SC Fuels	IN-0000156093	MW	CHK	IS	OH	1103120-62220	7,620.66
										\$7,620.66
00165414	07/17/2025	V005309	Sectran Security Inc	25071365	MW	CHK	IS	OH	1102600-60480	813.16
										\$813.16
00165415	07/17/2025	V004510	Sharp Rees Stealy Medical Group	103239	MW	CHK	IS	OH	1102200-63640	10,459.00
										\$10,459.00
00165416	07/17/2025	V000946	Southern CA Edison Company	2377011 06/25	MW	CHK	IS	OH	1715162-64520	25,882.32

					6718878 07/25	MW	CHK	IS	OH	1106150-64560	4,222.94	
										1810050-64560	1,491.96	
										1820050-64560	3,312.99	
										1830050-64560	302.13	
										1840050-64560	1,116.78	
										1850050-64560	303.05	
										1860050-64560	132.89	
										1880050-64560	521.30	
										1890050-64560	246.67	
										2000050-64560	477.13	
										2020050-64560	181.38	
										2030050-64560	19.98	
										2040050-64560	162.30	
										2050050-64560	129.85	
										2060050-64560	112.36	
										2070050-64560	112.60	
										2080050-64560	277.16	
										2090050-64560	61.31	
										2100050-64560	378.64	
										2110050-64560	238.33	
										2120050-64560	580.65	
										2130050-64560	184.75	
										2140050-64560	110.12	
										2150050-64560	16.94	
										2160050-64560	263.93	
										2170050-64560	84.43	
										2180050-64560	97.38	
										2190050-64560	184.75	
										2200050-64560	93.14	
										2210050-64560	302.61	
										2220050-64560	8.45	
										2230050-64560	133.37	
										2240050-64560	44.47	
										2250050-64560	79.53	
										2260050-64560	31.67	
										2270050-64560	71.11	
										2280050-64560	24.94	
										3060060-64560	15,836.09	
												\$57,832.40
00165417	07/17/2025	V000194	State of California DOJ	826846		MW	CHK	IS	OH	1103180-64480	1,876.98	
												\$1,876.98
00165418	07/17/2025	V004678	Supply Solutions	094397		MW	CHK	IS	OH	1103120-64040	688.28	
												\$688.28
00165419	07/17/2025	V005967	Talewise	20111		MW	CHK	IS	OH	3115900-60480	350.00	
												\$350.00
00165420	07/17/2025	V003959	TASC	IN3488809		MW	CHK	IS	OH	1102200-60480	1,690.00	
												\$1,690.00
00165421	07/17/2025	V000759	The Pitney Bowes Reserve Account	JUNE2025PITNEY		MW	CHK	IS	OH	1101400-62680	63.61	
										1102200-62680	51.45	
										1102400-62680	4.14	
										1102600-62680	634.00	
										1103120-62680	393.74	
										1104100-62680	2.07	
										1104140-62680	213.86	
										1104400-62680	21.12	
										1104600-62680	63.76	
										1106120-62680	31.74	
										1513520-62680	236.13	
												\$1,715.62

00165422	07/17/2025	V005152	Trueline Construction and Surfacing inc	2879	MW	CHK	IS	OH	1715162-62000	14,952.80	\$14,952.80
00165423	07/17/2025	V004177	TSL Incorporated	91939206	MW	CHK	IS	OH	1103120-71030	11,711.73	
									3770030-71030	12,006.00	\$23,717.73
00165424	07/17/2025	V001040	U S Bank National Association	7687236	MW	CHK	IS	OH	8110010-61040	2,835.00	
				7687238	MW	CHK	IS	OH	8110010-61040	2,835.00	
				7787745	MW	CHK	IS	OH	8110010-61040	12,850.00	\$18,520.00
00165425	07/17/2025	T02492	UHS of Delaware Inc	RFND1949	MW	CHK	IS	OH	8010000-23300	6,166.00	\$6,166.00
00165426	07/17/2025	V001057	United Towing Services Inc	68214R	MW	CHK	IS	OH	1103120-62200	65.00	
				68222R	MW	CHK	IS	OH	1103120-62200	130.00	
				68317R	MW	CHK	IS	OH	1103120-62200	65.00	
				68338R	MW	CHK	IS	OH	1103120-62200	65.00	\$325.00
00165427	07/17/2025	V005391	Van Dyke Landscape Architects	24234	MW	CHK	IS	OH	1104400-60480	2,150.00	\$2,150.00
00165428	07/17/2025	V002822	Verizon Wireless	270017180-00006	MW	CHK	IS	OH	1104600-64640	213.18	
				6117150300	MW	CHK	IS	OH	1104400-64640	41.36	
				6117406236	MW	CHK	IS	OH	1513520-64640	90.24	
				6117687980	MW	CHK	IS	OH	7268340-64480	153.43	\$498.21
00165429	07/17/2025	V001095	WT Cox Information Services	3148855	MW	CHK	IS	OH	3115900-62920	1,033.89	\$1,033.89
00165430	07/24/2025	V000020	A T & T	000023742639	MW	CHK	IS	OH	7268340-64640	0.63	
				000023775810	MW	CHK	IS	OH	7268340-64640	607.73	
				000023776375	MW	CHK	IS	OH	7268340-64640	464.10	
				000023776546	MW	CHK	IS	OH	7268340-64640	165.80	
				000023776548	MW	CHK	IS	OH	7268340-64640	165.80	
				000023776550	MW	CHK	IS	OH	7268340-64640	165.80	
				000023785609	MW	CHK	IS	OH	7268340-64640	0.14	\$1,570.00
00165431	07/24/2025	V000042	Adlerhorst International LLC	123041	MW	CHK	IS	OH	1103180-64360	14,500.00	
				123417	MW	CHK	IS	OH	1103160-71030	14,869.50	
				123510	MW	CHK	IS	OH	1103180-64360	6,000.00	\$35,369.50
00165432	07/24/2025	V000051	Affordable Automotive Repair Inc	97740	MW	CHK	IS	OH	1103120-62200	176.09	
				97743	MW	CHK	IS	OH	1103120-62200	435.33	
				97761	MW	CHK	IS	OH	1103120-62200	75.89	
				97781	MW	CHK	IS	OH	1103120-62200	45.03	
				97801	MW	CHK	IS	OH	1103120-62200	66.49	
				97864	MW	CHK	IS	OH	1103120-62200	221.70	
				97868	MW	CHK	IS	OH	1103120-62200	81.76	
				97873	MW	CHK	IS	OH	1103120-62200	81.84	
				97877	MW	CHK	IS	OH	1103120-62200	1,108.64	
				97888	MW	CHK	IS	OH	1103120-62200	59.00	
				97889	MW	CHK	IS	OH	1103120-62200	184.92	\$2,536.69
00165433	07/24/2025	V003799	Alliant Insurance Services	3137586	MW	CHK	IS	OH	7018100-61800	13,566.00	\$13,566.00
00165434	07/24/2025	V005121	American Eagle Trophies	14112R	MW	CHK	IS	OH	1102400-62720	43.50	
				14241	MW	CHK	IS	OH	1513520-62440	163.13	\$206.63
00165435	07/24/2025	V005009	American Security Group	33759	MW	CHK	IS	OH	7268340-60480	285.78	\$285.78
00165436	07/24/2025	V005191	AT&T Mobility	76X07102025	MW	CHK	IS	OH	1513520-64640	123.72	\$123.72
00165437	07/24/2025	V004305	Badge Frame Inc	471870	MW	CHK	IS	OH	1100000-20110	(2.80)	

										1103160-63050	34.80	
												\$32.00
00165438	07/24/2025	V005562	BAM Architecture Studio INC	22-140-001-35	MW	CHK	IS	OH	1127500-70000	2,395.38		
									3507500-70000	2,395.37		
												\$4,790.75
00165439	07/24/2025	V003953	Bank of America N.A.	BOFA 06/2025	MW	CHK	IS	OH	1101600-62520	213,932.95		
												\$213,932.95
00165440	07/24/2025	V000147	Bio Tox Labs	47699	MW	CHK	IS	OH	1103120-60480	803.15		
				47700	MW	CHK	IS	OH	1103120-60480	3,000.38		
				47793	MW	CHK	IS	OH	1103120-60480	444.05		
												\$4,247.58
00165441	07/24/2025	V000151	Blacks Towing	86035	MW	CHK	IS	OH	1103120-60480	320.00		
												\$320.00
00165442	07/24/2025	V000176	Busy Bee Electrical Enterprise	27525	MW	CHK	IS	OH	1117500-70000	749.97		
												\$749.97
00165443	07/24/2025	V000156	CA Department of Tax & Fee Administration	CDTFA Q22025	MW	CHK	IS	OH	1100000-20110	140.74		
									1101600-61050	0.26		
												\$141.00
00165444	07/24/2025	V004237	California Veterinary Specialists Inc	1251367795	MW	CHK	IS	OH	1103160-63960	1,612.51		
												\$1,612.51
00165445	07/24/2025	V004871	Nathaniel Campbell	072125CAM	MW	CHK	IS	OH	1103180-64320	412.25		
				072125NC	MW	CHK	IS	OH	1103180-64320	412.25		
												\$824.50
00165446	07/24/2025	V005693	Capital Construction Inc	2270	MW	CHK	IS	OH	1113580-62000	2,018.68		
												\$2,018.68
00165447	07/24/2025	V003829	Center for Public Safety Excellence Inc	05-19974	MW	CHK	IS	OH	1513520-63880	2,120.00		
												\$2,120.00
00165448	07/24/2025	V004772	Cintas First Aid	5265520508	MW	CHK	IS	OH	7018100-62440	53.02		
				5271139006	MW	CHK	IS	OH	7018100-62440	22.01		
				5276361904	MW	CHK	IS	OH	7018100-62440	37.29		
												\$112.32
00165449	07/24/2025	V000280	Computer Alert Systems Inc	123402	MW	CHK	IS	OH	1715144-60480	90.00		
												\$90.00
00165450	07/24/2025	V004754	Concentra Medical Centers	87321177	MW	CHK	IS	OH	1102200-63640	846.00		
				87387403	MW	CHK	IS	OH	1102200-63640	126.00		
												\$972.00
00165451	07/24/2025	V005630	Corona Police Community Partnership	2025-002	MW	CHK	IS	OH	1103120-63065	3,600.00		
												\$3,600.00
00165452	07/24/2025	V005907	Curtis Romano	072125CR	MW	CHK	IS	OH	1103180-64320	326.25		
												\$326.25
00165453	07/24/2025	V004802	Enterprise Fleet Management Inc	FBN5369171	MW	CHK	IS	OH	1106160-62200	890.14		
									1115120-61280	7,542.55		
									1115120-61560	333.63		
									1116160-61280	9,150.65		
									1116160-61560	911.64		
									1513520-61280	4,990.32		
									1513520-61560	1,062.67		
									1715120-62200	1,421.19		
												\$26,302.79
00165454	07/24/2025	V000402	Excel Landscape Inc	111710	MW	CHK	IS	OH	2280050-62040	251.91		
				111712	MW	CHK	IS	OH	1715162-62040	4,449.98		
				111713	MW	CHK	IS	OH	1715162-62040	7,426.01		
				111721	MW	CHK	IS	OH	1115162-62040	4,050.00		
				111722	MW	CHK	IS	OH	1115162-62040	1,530.00		
				111723	MW	CHK	IS	OH	1115162-62040	1,170.00		
				111724	MW	CHK	IS	OH	1115162-62040	1,513.20		
				111725	MW	CHK	IS	OH	1115162-62040	17,105.40		
				111726	MW	CHK	IS	OH	1115162-62040	2,730.00		
				111727	MW	CHK	IS	OH	1115162-62040	2,730.00		

				111762	MW	CHK	IS	OH	1800050-62040	1,132.20
				111763	MW	CHK	IS	OH	2200050-62040	2,197.87
				111764	MW	CHK	IS	OH	2230050-62040	207.04
				111765	MW	CHK	IS	OH	2250050-62040	1,934.12
				111766	MW	CHK	IS	OH	2000050-62040	2,266.54
				111767	MW	CHK	IS	OH	2000050-62040	7,097.98
				111768	MW	CHK	IS	OH	2190050-62040	358.57
				111769	MW	CHK	IS	OH	2210050-62040	625.74
				111770	MW	CHK	IS	OH	2250050-62040	1,378.25
				111771	MW	CHK	IS	OH	2250050-62040	10,500.00
				111772	MW	CHK	IS	OH	1800050-62040	999.58
				111773	MW	CHK	IS	OH	1800050-62040	196.46
				111774	MW	CHK	IS	OH	1800050-62040	2,880.00
				111775	MW	CHK	IS	OH	1800050-62040	3,840.00
				111776	MW	CHK	IS	OH	1810050-62040	213.98
				111777	MW	CHK	IS	OH	1830050-62040	80.05
				111778	MW	CHK	IS	OH	1880050-62040	415.49
										\$79,280.37
00165455	07/24/2025	V005830	Rhiannon Franciscus	072125RF	MW	CHK	IS	OH	1103180-64320	45.24
										\$45.24
00165456	07/24/2025	V002821	Frontier California Inc	304-2854 7/25	MW	CHK	IS	OH	7268340-64640	150.13
				461-4354 7/25	MW	CHK	IS	OH	7268340-64640	518.00
				698-1294 7/25	MW	CHK	IS	OH	7268340-64640	76.38
				698-4403 7/25	MW	CHK	IS	OH	7268340-64640	72.03
				698-6230 7/25	MW	CHK	IS	OH	7268340-64640	58.98
				894-1564 7/25	MW	CHK	IS	OH	7268340-64640	90.53
										\$966.05
00165457	07/24/2025	V000443	Gardner Company Inc	106849	MW	CHK	IS	OH	3115900-60480	1,075.00
				106893	MW	CHK	IS	OH	3115900-60480	499.00
				106894	MW	CHK	IS	OH	3115900-60480	499.00
				106896	MW	CHK	IS	OH	3115900-60480	499.00
				106897	MW	CHK	IS	OH	3115900-60480	499.00
				106898	MW	CHK	IS	OH	3115900-60480	499.00
				106899	MW	CHK	IS	OH	3115900-60480	499.00
				106932	MW	CHK	IS	OH	3115900-60480	605.96
				106962	MW	CHK	IS	OH	1113580-62000	950.00
				107013	MW	CHK	IS	OH	1106155-62000	4,366.66
										\$9,991.62
00165458	07/24/2025	V004273	Gosch Ford Temecula	3294278	MW	CHK	IS	OH	1103120-62200	882.95
										\$882.95
00165459	07/24/2025	V004827	Heyday Records & Events	1344	MW	CHK	IS	OH	1105000-63360	1,100.00
				1345	MW	CHK	IS	OH	1105000-63360	1,375.00
				1399	MW	CHK	IS	OH	1105000-63360	1,400.00
				1400	MW	CHK	IS	OH	1105000-63360	1,400.00
										\$5,275.00
00165460	07/24/2025	V003934	Howroyd Wright Employment Agency Inc	01-7126227	MW	CHK	IS	OH	1102600-60480	1,347.30
									1104600-60480	936.32
										\$2,283.62
00165461	07/24/2025	V004886	Industrial Door Group Inc	25-801895	MW	CHK	IS	OH	3115900-62000	787.50
										\$787.50
00165462	07/24/2025	V005436	Inland Fleet Solutions Inc	9504	MW	CHK	IS	OH	1513540-62200	6,869.26
				9509	MW	CHK	IS	OH	1513540-62200	1,402.11
										\$8,271.37
00165463	07/24/2025	V003880	Johnson Equipment Co	9461	MW	CHK	IS	OH	1513540-62200	192.20
										\$192.20
00165464	07/24/2025	V003763	Christina Jones	072125TJ	MW	CHK	IS	OH	1103180-64320	428.52
										\$428.52
00165465	07/24/2025	V005703	Justin Bishop	3142	MW	CHK	IS	OH	1103120-62000	1,600.00
										\$1,600.00

												\$956.47
00165482	07/24/2025	V000946	Southern CA Edison Company	1006988 07/25	MW	CHK	IS	OH	3060060-64560	9,007.20		
				5585422 07/25	MW	CHK	IS	OH	1513580-64520	2,495.52		
				7475262 07/25	MW	CHK	IS	OH	1106155-64520	4,034.23		
												\$15,536.95
00165483	07/24/2025	V003753	Southstar Engineering & Consulting Inc	455	MW	CHK	IS	OH	1287500-60480	21,504.00		
												\$21,504.00
00165484	07/24/2025	V005184	Sarah Stafford	072125SS	MW	CHK	IS	OH	1103180-64320	17.17		
												\$17.17
00165485	07/24/2025	V000194	State of California DOJ	826716	MW	CHK	IS	OH	1103120-60480	770.00		
				827436	MW	CHK	IS	OH	1100000-20020	1,651.00		
				828615	MW	CHK	IS	OH	1102200-63640	706.00		
				833812	MW	CHK	IS	OH	1103120-60480	595.00		
												\$3,722.00
00165486	07/24/2025	V004009	T-Mobile USA Inc	9610420775	MW	CHK	IS	OH	1103180-63400	165.00		
				9610530846	MW	CHK	IS	OH	1103180-63400	165.00		
												\$330.00
00165487	07/24/2025	V004736	TireHub LLC	51261117	MW	CHK	IS	OH	1103120-62200	1,098.41		
												\$1,098.41
00165488	07/24/2025	V003528	James Tompkins	072125JT	MW	CHK	IS	OH	1103180-64360	498.25		
												\$498.25
00165489	07/24/2025	V004568	TransUnion Risk and Alternative Data Solutions Inc	913081-202506-1	MW	CHK	IS	OH	1103180-60480	873.40		
												\$873.40
00165490	07/24/2025	V005223	True Blue Solutions LLC	2025060110	MW	CHK	IS	OH	1103120-62160	9,900.00		
												\$9,900.00
00165491	07/24/2025	V004189	VCA Animal Hospitals Inc	5560660490	MW	CHK	IS	OH	1103160-63960	349.24		
												\$349.24
00165492	07/24/2025	V001071	Verizon Business Serv	61120616	MW	CHK	IS	OH	7268340-64640	83.00		
				61243413	MW	CHK	IS	OH	7268340-64640	0.84		
				61243414	MW	CHK	IS	OH	7268340-64640	1.13		
				61243415	MW	CHK	IS	OH	7268340-64640	0.56		
				61243416	MW	CHK	IS	OH	7268340-64640	46.90		
												\$132.43
00165493	07/24/2025	V002822	Verizon Wireless	6114896272	MW	CHK	IS	OH	1513520-64640	90.26		
				6117150293	MW	CHK	IS	OH	1715120-64640	1,220.51		
				6117150299	MW	CHK	IS	OH	1104100-63880	60.03		
												\$1,370.80
00165494	07/24/2025	V005899	Verizon Wireless Services LLC	9022407318	MW	CHK	IS	OH	1103180-63400	150.00		
												\$150.00
00165495	07/24/2025	V005762	Elissa Wentz	072125EW	MW	CHK	IS	OH	1103180-64320	469.16		
												\$469.16
00165496	07/24/2025	V001109	West Coast Arborists Inc	228937	MW	CHK	IS	OH	2120050-62040	6,430.20		
				229902	MW	CHK	IS	OH	2130050-62040	1,497.30		
				229948	MW	CHK	IS	OH	2250050-62040	15,372.60		
				229949	MW	CHK	IS	OH	2180050-62040	7,567.55		
				230526	MW	CHK	IS	OH	2240050-62040	1,323.25		
				230527	MW	CHK	IS	OH	2280050-62040	3,517.70		
				230529	MW	CHK	IS	OH	2180050-62040	3,219.30		
				230532	MW	CHK	IS	OH	2120050-62040	16,347.25		
												\$55,275.15
00165497	07/24/2025	V001127	Willdan Engineering	002-33891	MW	CHK	IS	OH	1513590-60480	19,869.31		
												\$19,869.31
00165498	07/24/2025	V005275	Yunex LLC	5610005721	MW	CHK	IS	OH	1106120-60240	4,893.47		
				90004841	MW	CHK	IS	OH	1106120-60240	9,475.00		
												\$14,368.47
00165499	07/24/2025	V005430	Debra L. Zelon McQuain	DM0625	MW	CHK	IS	OH	1715144-63240	308.00		
												\$308.00
00165500	07/24/2025	V004544	ZF Signature Inc	2025-2	MW	CHK	IS	OH	1513520-60480	3,375.00		
												\$3,375.00

00165501	07/25/2025	V005319	Benefit Coordinators Corporation BCC	2237/P1325	MW	CHK	IS	OH	1100000-21510	1,200.94
									1102600-53000	0.34
									1110000-21510	305.07
									1190000-21510	3.39
									1510000-21510	340.66
									1710000-21510	148.78
									3060000-21510	41.57
									3110000-21510	32.89
									3550000-21510	0.83
									3580000-21510	15.43
									7010000-21510	5.50
				2238/P1325	MW	CHK	IS	OH	1100000-21510	260.59
									1102600-53000	0.15
									1110000-21510	62.90
									1190000-21510	0.27
									1510000-21510	226.76
									1710000-21510	118.79
									3060000-21510	8.80
									3110000-21510	18.99
									3550000-21510	0.38
									3580000-21510	3.86
									7010000-21510	4.24
				2239/P1325	MW	CHK	IS	OH	1100000-21510	35.73
									1102600-53000	0.01
									1110000-21510	3.01
									1190000-21510	0.06
									1510000-21510	10.87
									3110000-21510	4.80
									3550000-21510	0.04
									3580000-21510	0.20
									7010000-21510	1.60
				2245/P1325	MW	CHK	IS	OH	1100000-21510	163.28
									1102600-53000	0.33
									1110000-21510	66.28
									1190000-21510	1.00
									1510000-21510	54.55
									1710000-21510	9.44
									3060000-21510	6.48
									3110000-21510	2.43
									3580000-21510	2.47
									7010000-21510	1.74
				2246/P1325	MW	CHK	IS	OH	1100000-21510	40.23
									1102600-53000	0.14
									1110000-21510	7.24
									1510000-21510	32.33
									1710000-21510	3.48
									3060000-21510	2.80
									3110000-21510	0.88
									3550000-21510	0.17
									3580000-21510	1.28
									7010000-21510	0.88
				2247/P1325	MW	CHK	IS	OH	1100000-21510	5.43
									1102600-53000	0.20
									1110000-21510	0.34
									1510000-21510	1.71
									3110000-21510	0.68
									3550000-21510	0.01
									3580000-21510	0.04
									7010000-21510	0.34

										\$3,263.63							
00165502	07/25/2025	V005319	Benefit Coordinators Corporation BCC	1030/2501130	MW	CHK	IS	OH	1100000-21520	2,336.03							
									1102600-53000	(0.03)							
									1110000-21520	663.84							
									1510000-21520	1,262.13							
									1710000-21520	238.85							
									3060000-21520	127.73							
									3110000-21520	140.10							
									4110000-21520	14.16							
									7010000-21520	41.26							
									7260000-21520	159.02							
									1100000-21520	3,474.45							
									1102600-53000	1.09							
									1110000-21520	710.51							
									1510000-21520	473.49							
									1710000-21520	413.11							
									3060000-21520	244.27							
				3110000-21520	283.04												
				4110000-21520	19.22												
				7010000-21520	76.08												
				1134/2501130	MW	CHK	IS	OH	7260000-21520	288.71							
									1100000-21520	1,786.55							
									1102600-53000	1.28							
									1110000-21520	365.34							
									1510000-21520	243.49							
									1710000-21520	212.41							
									3060000-21520	125.60							
									3110000-21520	145.53							
									4110000-21520	9.88							
									7010000-21520	39.13							
									7260000-21520	148.46							
									1100000-21520	501.75							
									1102600-53000	0.71							
									1110000-21520	149.70							
									1510000-21520	291.62							
									1710000-21520	52.98							
				1140/2501130	MW	CHK	IS	OH	3060000-21520	28.32							
									3110000-21520	31.10							
									4110000-21520	3.20							
									7010000-21520	9.17							
									7260000-21520	35.37							
\$15,148.65																	
00165503	07/31/2025	V000073	Alliance Propane Inc						39165	MW	CHK	IS	OH	1513580-64600	572.30	\$572.30	
00165504	07/31/2025	V000075	Allied Traffic & Eqt Rentals						96778	MW	CHK	IS	OH	3060060-64040	946.13		
														96830	3060060-64040		652.50
														96838	3060060-64040		630.75
														96845	3060060-64040	391.50	
										\$2,620.88							
00165505	07/31/2025	V005121	American Eagle Trophies						14182	MW	CHK	IS	OH	1102400-62720	41.33	\$171.83	
									14285	MW	CHK	IS	OH	1513520-62440	130.50		
00165506	07/31/2025	V000087	American Forensic Nurse Inc						79566	MW	CHK	IS	OH	1103120-60480	650.00	\$1,300.00	
									79630	MW	CHK	IS	OH	1103120-60480	650.00		
00165507	07/31/2025	V004795	AT&T	574424	MW	CHK	IS	OH	1103180-63400	400.00	\$400.00						
00165508	07/31/2025	V004594	Battery Systems Inc	36652507241320	MW	CHK	IS	OH	1513540-62200	355.59	\$355.59						

00165509	07/31/2025	V004748	Bound Tree Medical	85857302	MW	CHK	IS	OH	1513520-64175	3,799.90	\$3,799.90
00165510	07/31/2025	V003769	BPS Tactical	25031304	MW	CHK	IS	OH	1103180-60880	759.64	\$759.64
00165511	07/31/2025	V004188	Zachery Bradley	072125ZB	MW	CHK	IS	OH	1103180-64360	308.59	\$308.59
00165512	07/31/2025	V005772	Isaac Bravo	BRAVOSWLEG25	MW	CHK	IS	OH	1101000-64360	53.00	\$53.00
00165513	07/31/2025	V005693	Capital Construction Inc	2285	MW	CHK	IS	OH	1113580-62000	18,024.00	\$18,024.00
00165514	07/31/2025	V003657	CDW Government LLC	AF1Q21J	MW	CHK	IS	OH	7268340-60760	5,228.35	\$5,228.35
00165515	07/31/2025	V004825	Charter Communications Operating LLC	188841201072125 188843901072125 188844101072125	MW MW MW	CHK CHK CHK	IS IS IS	OH OH OH	7268340-64480 7268340-64480 7268340-64480	22.87 1,299.00 96.81	\$1,418.68
00165516	07/31/2025	V005750	Justin Clifton	CLIFTONICSC25 CLIFTONSWLEG25	MW MW	CHK CHK	IS IS	OH OH	1104100-62976 1101000-64360	218.30 118.31	\$336.61
00165517	07/31/2025	V003621	Cosco Fire Protection	1000730771	MW	CHK	IS	OH	1106155-62000	2,969.00	\$2,969.00
00165518	07/31/2025	V003562	County of Riverside	2025-13	MW	CHK	IS	OH	3115900-60480	90,645.36	\$90,645.36
00165519	07/31/2025	V006017	Courage Martinez	073025CM 073025CMAR	MW MW	CHK CHK	IS IS	OH OH	1103180-64320 1103180-64320	361.25 28.29	\$389.54
00165520	07/31/2025	V002867	CR&R Incorporated	000003508	MW	CHK	IS	OH	1106145-60560 1800050-60560 4316120-60560	2,385.09 11,008.10 4,953.65	\$18,346.84
00165521	07/31/2025	V005821	Cumming Management Group Inc	172166 172167	MW MW	CHK CHK	IS IS	OH OH	1117500-70000 1337500-60480	390.00 3,020.00	\$3,410.00
00165522	07/31/2025	V000337	Data Ticket Inc	181095	MW	CHK	IS	OH	1104140-60480	472.03	\$472.03
00165523	07/31/2025	V000401	Ewles Materials	518176	MW	CHK	IS	OH	3060060-64040	110.00	\$110.00
00165524	07/31/2025	V000402	Excel Landscape Inc	111816 111927 111928 111930 111931 111932 111933 111934 111935	MW MW MW MW MW MW MW MW MW	CHK CHK CHK CHK CHK CHK CHK CHK CHK	IS IS IS IS IS IS IS IS IS	OH OH OH OH OH OH OH OH OH	1880050-62040 1715162-62040 2250050-62040 1115162-62040 1115162-62040 1115162-62040 1115162-62040 1715162-62040 1715162-62040	200.00 2,205.35 7,788.80 5,850.00 4,050.00 1,170.00 1,950.00 420.00 420.00	\$24,054.15
00165525	07/31/2025	V005081	John Ferrulli	073025JF	MW	CHK	IS	OH	1103180-64320	42.40	\$42.40
00165526	07/31/2025	V002821	Frontier California Inc	188-0021 07/25 304-1068 07/25 461-2615 7/25 600-2886 7/25 600-5836 7/25 677-2428 07/25 677-7095 7/25 696-8117 7/25 698-1286 7/25 698-4226 7/25	MW MW MW MW MW MW MW MW MW MW	CHK CHK CHK CHK CHK CHK CHK CHK CHK CHK	IS IS IS IS IS IS IS IS IS IS	OH OH OH OH OH OH OH OH OH OH	1103130-64640 7268340-64640 7268340-64640 7268340-64640 7268340-64640 7268340-64480 7268340-64640 7268340-64640 7268340-64640 7268340-64640	1,157.41 445.13 86.18 303.71 222.12 319.71 76.38 658.46 90.53 148.37	

				698-4507 7/25	MW	CHK	IS	OH	7268340-64640	148.37	
				698-6746 7/25	MW	CHK	IS	OH	7268340-64640	289.99	
				698-8217 7/25	MW	CHK	IS	OH	7268340-64640	132.90	
				698-8977 7/25	MW	CHK	IS	OH	7268340-64640	182.74	
				894-1899 7/25	MW	CHK	IS	OH	7268340-64480	336.36	
				894-2141 7/25	MW	CHK	IS	OH	7268340-64480	141.36	
				894-5110 7/25	MW	CHK	IS	OH	7268340-64640	457.27	
											\$5,196.99
00165527	07/31/2025	V000443	Gardner Company Inc	107193	MW	CHK	IS	OH	1106155-62000	2,450.00	
											\$2,450.00
00165528	07/31/2025	V006000	Granicus LLC	208902	MW	CHK	IS	OH	1104400-60320	975.78	
											\$975.78
00165529	07/31/2025	V005722	Ryan Hurst	1135625578643866	MW	CHK	IS	OH	1106145-60880	112.35	
											\$112.35
00165530	07/31/2025	V005436	Inland Fleet Solutions Inc	9528	MW	CHK	IS	OH	1513540-62200	370.21	
				9529	MW	CHK	IS	OH	1513540-62200	923.53	
											\$1,293.74
00165531	07/31/2025	V005016	Jon Levell	LEVELLICSC25	MW	CHK	IS	OH	1101000-64360	133.77	
											\$133.77
00165532	07/31/2025	V000604	Life Assist Inc	1621828	MW	CHK	IS	OH	1513520-64175	1,142.93	
				1622299	MW	CHK	IS	OH	1513520-64175	4,316.55	
											\$5,459.48
00165533	07/31/2025	V004630	Linscott Law & Greenspan Engineers	36716-00109	MW	CHK	IS	OH	3067500-60360	1,034.00	
											\$1,034.00
00165534	07/31/2025	V000606	Lloyd Pest Control	8908006	MW	CHK	IS	OH	1106155-62000	46.00	
				8908917	MW	CHK	IS	OH	1106155-62000	150.00	
											\$196.00
00165535	07/31/2025	V004965	Los Angeles Times Communications	62825	MW	CHK	IS	OH	3115900-62920	1,115.76	
											\$1,115.76
00165536	07/31/2025	V005269	Cara McDermott	073025CMD	MW	CHK	IS	OH	1103180-64360	884.98	
											\$884.98
00165537	07/31/2025	V001074	Miss April's Dance	284AV	MW	CHK	IS	OH	1715144-63240	4,945.50	
											\$4,945.50
00165538	07/31/2025	V005795	Most Dependable Fountains Inc	INV84027	MW	CHK	IS	OH	3530050-60800	7,624.27	
											\$7,624.27
00165539	07/31/2025	V005326	Mr. Appliance of Winchester	9642136	MW	CHK	IS	OH	1106155-62000	492.06	
				9677194	MW	CHK	IS	OH	1106155-62000	492.06	
				9677217	MW	CHK	IS	OH	1106155-62000	492.06	
				9719829	MW	CHK	IS	OH	1106155-62000	275.82	
											\$1,752.00
00165540	07/31/2025	V004782	Napa Auto Parts	170125	MW	CHK	IS	OH	1513540-62200	328.43	
				170216	MW	CHK	IS	OH	1513540-62200	74.52	
				170239	MW	CHK	IS	OH	1513540-62200	164.53	
				170571	MW	CHK	IS	OH	1106160-62200	17.63	
											\$585.11
00165541	07/31/2025	V005796	OCLC Inc	1000428104	MW	CHK	IS	OH	3115900-62920	3,605.58	
											\$3,605.58
00165542	07/31/2025	V004471	Omega Print	45713	MW	CHK	IS	OH	1106145-62440	76.13	
											\$76.13
00165543	07/31/2025	V004864	Operative IQ	70963	MW	CHK	IS	OH	1100000-20110	(67.88)	
									1513520-62860	843.62	
											\$775.74
00165544	07/31/2025	V005768	Primex Clinical Laboratories Inc	3157049	MW	CHK	IS	OH	1513580-60480	287.52	
											\$287.52
00165545	07/31/2025	V005186	Project TOUCH	32765-JUN	MW	CHK	IS	OH	1105100-60480	41,375.00	
											\$41,375.00
00165546	07/31/2025	V002755	Prudential Overall Supply	132323409	MW	CHK	IS	OH	1106145-63800	77.92	
				132324567	MW	CHK	IS	OH	1106145-63800	77.92	
				132325709	MW	CHK	IS	OH	1106145-63800	83.36	

				132326889	MW	CHK	IS	OH	1106145-63800	79.56	
											\$318.76
00165547	07/31/2025	V000817	Rancho California Water District	3029150 07/25	MW	CHK	IS	OH	2120050-64660	244.96	
				3029989 07/25	MW	CHK	IS	OH	2120050-64660	96.05	
				3030152 07/25	MW	CHK	IS	OH	2120050-64660	134.61	
				3030153 07/25	MW	CHK	IS	OH	2120050-64660	551.54	
				3047339 07/25	MW	CHK	IS	OH	1715162-64660	2,556.85	
				3051218 07/25	MW	CHK	IS	OH	1106155-64660	54.77	
				3051224 07/25	MW	CHK	IS	OH	1106155-64660	161.75	
				3051254 07/25	MW	CHK	IS	OH	1715162-64660	2,107.90	
				3054003 07/25	MW	CHK	IS	OH	1513580-64660	77.78	
				3054004 07/25	MW	CHK	IS	OH	1513580-64660	54.77	
											\$6,040.98
00165548	07/31/2025	V000878	RSG Inc	13687	MW	CHK	IS	OH	3220040-60480	1,500.00	
											\$1,500.00
00165549	07/31/2025	V000929	Signs By Tomorrow	INV-40872	MW	CHK	IS	OH	1104400-60040	719.55	
											\$719.55
00165550	07/31/2025	V000946	Southern CA Edison Company	1326770 07/25	MW	CHK	IS	OH	1106145-64520	454.57	
				1858808 07/25	MW	CHK	IS	OH	3060060-64560	40.17	
				1858808 07/25B	MW	CHK	IS	OH	3060060-64560	36.64	
				2272173 07/25	MW	CHK	IS	OH	1513580-64520	486.11	
				3038848 07/25	MW	CHK	IS	OH	3060060-64560	1,763.02	
				5816947 07/25	MW	CHK	IS	OH	1106155-64520	15,183.63	
				5926172 07/25	MW	CHK	IS	OH	1106155-64560	11,824.89	
				8704186 7/25	MW	CHK	IS	OH	3115900-64520	12,322.32	
				9857352 07/25	MW	CHK	IS	OH	1101600-64520	1,493.69	
											\$43,605.04
00165551	07/31/2025	V005633	Lori Stone	STONESWLEG25	MW	CHK	IS	OH	1101000-64360	628.59	
											\$628.59
00165552	07/31/2025	V006005	Susan L. Price	0001	MW	CHK	IS	OH	3580050-60480	1,120.00	
											\$1,120.00
00165553	07/31/2025	V004245	TargetSolutions Learning LLC	INV123084	MW	CHK	IS	OH	1513520-62160	5,119.23	
											\$5,119.23
00165554	07/31/2025	V004888	Teleflex LLC	9510309414	MW	CHK	IS	OH	1513520-64175	1,196.25	
											\$1,196.25
00165555	07/31/2025	V004715	The Press Enterprise	0011738372	MW	CHK	IS	OH	1102400-60040	205.67	
				0011741323	MW	CHK	IS	OH	1102400-60040	1,080.14	
				0011744350	MW	CHK	IS	OH	1102400-60040	1,009.66	
				0011744352	MW	CHK	IS	OH	1102400-60040	903.71	
				0011744358	MW	CHK	IS	OH	1102400-60040	1,271.43	
				0011744359	MW	CHK	IS	OH	1102400-60040	1,053.29	
											\$5,523.90
00165556	07/31/2025	V002829	ThyssenKrupp Elevator Corp	3008718557	MW	CHK	IS	OH	1106155-60480	1,650.00	
											\$1,650.00
00165557	07/31/2025	V004836	Titan HST	2858	MW	CHK	IS	OH	1513590-62160	895.50	
											\$895.50
00165558	07/31/2025	V004978	TPx Communications	186413824-0	MW	CHK	IS	OH	1103130-60480	605.51	
									7268340-60480	836.19	
											\$1,441.70
00165559	07/31/2025	V000979	Trauma Intervention Programs Inc	MFD202526	MW	CHK	IS	OH	1513520-60480	9,800.00	
											\$9,800.00
00165560	07/31/2025	V001056	United Site Services of CA Inc	114-14098382	MW	CHK	IS	OH	1106155-62000	307.72	
											\$307.72
00165561	07/31/2025	V004597	V&V Manufacturing Inc	62775	MW	CHK	IS	OH	1513580-62440	138.10	
											\$138.10
00165562	07/31/2025	V002822	Verizon Wireless	6117150301	MW	CHK	IS	OH	1102400-64640	40.04	
											\$40.04
00165563	07/31/2025	V005960	Voltaire Engineering Inc.	25-00212.00-003	MW	CHK	IS	OH	1120000-20060	(760.22)	
									1127500-71150	15,209.94	

				25-00212.00.002	MW	CHK	IS	OH	1330000-20060	(15,380.26)	
									1337500-71150	307,599.56	
									1120000-20060	(6,039.57)	
									1127500-71150	120,790.06	
									1400000-20060	(4,513.42)	
									1407500-71150	90,271.11	
									1820000-20060	(2,374.81)	
									1827500-71150	47,486.91	
									3350000-20060	(1,216.40)	
									3357500-71150	24,335.99	
											\$575,408.89
00165564	07/31/2025	V005417	Cindy Warren	WARRENICSC25	MW	CHK	IS	OH	1101000-64360	59.58	\$59.58
00165565	07/31/2025	V001103	Waxie Sanitary Supply	83374486	MW	CHK	IS	OH	1106155-62000	554.66	\$554.66
00165566	07/31/2025	V004937	Wright Express FSC	106171716	MW	CHK	IS	OH	1106160-62220	3,484.35	\$6,802.80
									1715120-62220	3,318.45	
00165567	07/31/2025	V005820	Zasio Enterprises Inc	20100703	MW	CHK	IS	OH	1102400-62160	14,870.00	\$14,870.00
Issued:	946	\$11,777,155.00							Issued:	946	\$11,777,155.00
Reversed:	2	\$217.50							Reversed:	2	\$217.50
AP -	Total	\$11,777,372.50							AP -	Total	\$11,777,372.50
Issued:	946	\$11,777,155.00							Issued:	946	\$11,777,155.00
Reversed:	2	\$217.50							Reversed:	2	\$217.50
Summary	Total	\$11,777,372.50							Summary	Total	\$11,777,372.50

EXHIBIT B

City of Murrieta
FEAP004 Consolidated Check Register by Bank
 Detail
 Check Dates Between Jul 1, 2025 and Jul 31, 2025
 Bank(s): AP, EF - EF Checking Account
 Status(es): IS - Issued
 Check Type(s): HW - Hand Written

Report Generated on Aug 25, 2025 4:47:36 PM

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Bank ID: AP -												
Check	Issue Date	Payee ID	Payee Name	Reference	2nd Ref	Cancel Date	Check Type	Doc Type	Status	Subsystem	Account	Check Amount
9002124	07/08/2025	V000444	The Gas Company	GAS8542JUN25			HW	CHK	IS	TR	1715144-64600	65.55
												\$65.55
09002126	07/07/2025	V000444	The Gas Company	GAS5447JUN25			HW	CHK	IS	TR	1715144-64600	29.59
												\$29.59
09002129	07/07/2025	V000444	The Gas Company	GAS5289JUN25			HW	CHK	IS	TR	1715144-64600	14.79
												\$14.79
09002130	07/07/2025	V000444	The Gas Company	GAS5294JUN25			HW	CHK	IS	TR	1715144-64600	23.24
												\$23.24
09002132	07/03/2025	V000444	The Gas Company	087 1992 06/25			HW	CHK	IS	TR	1513580-64600	31.69
												\$31.69
09002135	07/08/2025	V000444	The Gas Company	924 7000 06/25			HW	CHK	IS	TR	1513580-64600	114.21
												\$114.21
09002137	07/07/2025	V000444	The Gas Company	324 5200 06/25			HW	CHK	IS	TR	1513580-64600	71.85
												\$71.85
09002139	07/07/2025	V000444	The Gas Company	624 5200 06/25			HW	CHK	IS	TR	1513580-64600	14.79
												\$14.79
09002141	07/07/2025	V000444	The Gas Company	GAS4369JUL25			HW	CHK	IS	TR	3115900-64600	403.67
												\$403.67
09002144	07/07/2025	V000444	The Gas Company	679 6404 06/25			HW	CHK	IS	TR	1103120-64600	232.48
												\$232.48
09002145	07/07/2025	V000444	The Gas Company	686 1636 06/25			HW	CHK	IS	TR	1103120-64600	25.36
												\$25.36
09002147	07/07/2025	V000444	The Gas Company	GAS3990JUL25			HW	CHK	IS	TR	1106155-64600	458.63
												\$458.63
09002149	07/07/2025	V000444	The Gas Company	GAS3894JUL25			HW	CHK	IS	TR	1101600-64600	25.36
												\$25.36
09002151	07/08/2025	V000444	The Gas Company	GAS5700JUL25			HW	CHK	IS	TR	1106155-64600	14.79
												\$14.79
09002166	07/07/2025	V005731	Golden Spring Capital LLC	ANNEX072025			HW	CHK	IS	TR	1101600-61560	1,281.24
											1101600-61910	8,245.44
											1101600-62000	4,868.00
												\$14,394.68
09002177	07/10/2025	V003959	TASC	TASC/2501140			HW	CHK	IS	TR	1100000-21255	11,321.10
											1110000-21255	2,083.12
											1510000-21255	2,807.60
											1710000-21255	529.19
											3060000-21255	20.00
											3110000-21255	1,362.68
											7010000-21255	15.00
											7260000-21255	953.99
												\$19,092.68
09002186	07/18/2025	V000444	The Gas Company	024 2900 07/25			HW	CHK	IS	TR	1513580-64600	99.82
												\$99.82
09002205	07/24/2025	V003959	TASC	TASC/2501150			HW	CHK	IS	TR	1100000-21255	12,168.34
											1110000-21255	4,971.74
											1510000-21255	6,050.56
											1710000-21255	3,962.05
											3060000-21255	15.00
											3110000-21255	2,297.71
											7010000-21255	680.39
											7260000-21255	200.00
												\$30,345.79
09002163	07/01/2025	V003120	CalPERS	HEALTHJUL2025			HW	CHK	IS	TR		
												\$739,262.33
09002164	07/02/2025	V003132	CalPERS Retirement (EF	CALPERS1959FY25			HW	CHK	IS	TR		

									\$29,203.00	
09002167	07/08/2025	V003132	CalPERS Retirement (EF	PY2501130PERS	HW	CHK	IS	TR	\$502,460.47	
09002168	07/10/2025	V003121	Internal Revenue Servi	1010/2501140	HW	CHK	IS	TR	\$33,768.65	
09002169	07/10/2025	V003121	Internal Revenue Service (EFT PY)	2010/2501140	HW	CHK	IS	TR	1100000-21460	17,787.56
									1110000-21460	4,813.98
									1190000-21460	23.53
									1510000-21460	7,535.01
									1710000-21460	1,407.58
									3060000-21460	651.03
									3110000-21460	751.41
									3550000-21460	21.19
									3580000-21460	52.23
									4110000-21460	105.66
									7010000-21460	157.92
									7260000-21460	647.97
									\$33,955.07	
09002170	07/10/2025	V003121	Internal Revenue Service (EFT PY)	2015/2501140	HW	CHK	IS	TR	1100000-21450	122,677.90
									1110000-21450	35,075.23
									1190000-21450	169.94
									1510000-21450	69,399.50
									1710000-21450	7,922.50
									3060000-21450	4,008.85
									3110000-21450	4,132.27
									3550000-21450	119.62
									3580000-21450	379.40
									4110000-21450	1,011.83
									7010000-21450	856.18
									7260000-21450	3,999.22
									\$249,752.44	
09002171	07/10/2025	V003124	State of CA - EDD (EFT PY)	2020/2501140	HW	CHK	IS	TR	1100000-21660	53,564.63
									1110000-21660	16,138.31
									1190000-21660	71.71
									1510000-21660	29,608.48
									1710000-21660	3,168.33
									3060000-21660	1,800.42
									3110000-21660	1,237.47
									3550000-21660	77.41
									3580000-21660	158.32
									4110000-21660	423.29
									7010000-21660	376.66
									7260000-21660	1,756.21
									\$108,381.24	
09002172	07/10/2025	V004808	Support Payment Clearinghouse	2810/2501140	HW	CHK	IS	TR	1100000-21480	26.70
									1110000-21480	115.45
									\$142.15	
09002173	07/10/2025	V003123	CA State Disbursement Unit (EFT PAY)	2805/2501140	HW	CHK	IS	TR	1100000-21480	1,619.53
									1110000-21480	303.69
									1510000-21480	235.38
									7260000-21480	348.00
									\$2,506.60	
09002174	07/10/2025	V003122	Nationwide Retirement Solutions(EFT PY)	1182/2501140	HW	CHK	IS	TR	1100000-21300	9,632.43
									1110000-21300	1,428.44
									1510000-21300	561.10
									1710000-21300	648.00
									3060000-21300	540.00
									3110000-21300	598.68
									3580000-21300	75.00
									7010000-21300	216.00
									7260000-21300	211.21
									\$13,910.86	
09002175	07/10/2025	V003122	Nationwide Retirement Solutions(EFT PY)	2182/2501140	HW	CHK	IS	TR	1100000-21360	69,502.05
									1110000-21360	15,580.99
									1190000-21360	92.36
									1510000-21360	34,608.80

									1710000-21360	2,294.91	
									3060000-21360	2,152.50	
									3110000-21360	1,673.68	
									3550000-21360	91.96	
									3580000-21360	75.00	
									4110000-21360	671.00	
									7010000-21360	216.00	
									7260000-21360	411.21	
											\$127,370.46
09002176	07/10/2025	V005111	Nationwide (401A)	1183/2501140	HW	CHK	IS	TR	1100000-21301	566.50	
									1710000-21301	200.00	
											\$766.50
09002178	07/10/2025	V003132	CalPERS Retirement (EFT)	CALPERSUALFY26	HW	CHK	IS	TR	1100000-21635	3,242,229.00	
									1110000-21635	600,000.00	
									1510000-21635	1,568,842.00	
									1710000-21635	300,000.00	
									3060000-21635	200,000.00	
									3110000-21635	200,000.00	
									4110000-21635	100,000.00	
									7260000-21635	39,000.00	
											\$6,250,071.00
09002179	07/16/2025	V003132	CalPERS Retirement (EF	PY2501140PERS	HW	CHK	IS	TR			
											\$503,295.27
09002180	07/16/2025	V001067	MissionSquare Retirement	RHSAUG2025MS	HW	CHK	IS	TR	1101600-53100	75,707.16	
									1113160-53100	1,350.86	
									1513520-53100	9,367.13	
									1513540-53100	675.43	
									1513580-53100	9,317.59	
									1715120-53100	2,408.93	
									3115900-53100	4,052.58	
									3220040-53100	168.86	
									6010040-53100	405.26	
									7268340-53100	2,701.72	
											\$106,155.52
09002196	07/24/2025	V003121	Internal Revenue Service (EFT PY)	1010/2501150	HW	CHK	IS	TR	1100000-21570	18,555.83	
									1110000-21570	5,412.31	
									1510000-21570	8,731.51	
									1710000-21570	1,341.41	
									3060000-21570	647.61	
									3110000-21570	751.43	
									3580000-21570	53.46	
									4110000-21570	105.66	
									7010000-21570	162.14	
									7260000-21570	665.05	
											\$36,426.41
09002197	07/24/2025	V003121	Internal Revenue Service (EFT PY)	2010/2501150	HW	CHK	IS	TR	1100000-21460	18,881.36	
									1110000-21460	5,526.23	
									1190000-21460	51.58	
									1510000-21460	9,074.82	
									1710000-21460	1,341.41	
									3060000-21460	647.61	
									3110000-21460	751.43	
									3550000-21460	89.83	
									3580000-21460	62.48	
									4110000-21460	105.66	
									7010000-21460	162.14	
									7260000-21460	665.05	
											\$37,359.60
09002198	07/24/2025	V003121	Internal Revenue Service (EFT PY)	2015/2501150	HW	CHK	IS	TR	1100000-21450	146,208.43	
									1110000-21450	40,347.23	
									1190000-21450	338.73	
									1510000-21450	86,575.66	
									1710000-21450	7,769.62	
									3060000-21450	3,997.08	
									3110000-21450	4,236.84	
									3550000-21450	562.45	

									3580000-21450	431.35	
									4110000-21450	1,011.83	
									7010000-21450	900.30	
									7260000-21450	4,218.30	
											\$296,597.82
09002199	07/24/2025	V003124	State of CA - EDD (EFT PY)	2020/2501150	HW	CHK	IS	TR	1100000-21660	57,729.07	
									1110000-21660	18,187.29	
									1190000-21660	144.04	
									1510000-21660	34,003.88	
									1710000-21660	3,124.46	
									3060000-21660	1,786.27	
									3110000-21660	1,294.94	
									3550000-21660	304.44	
									3580000-21660	180.97	
									4110000-21660	423.29	
									7010000-21660	401.81	
									7260000-21660	1,857.13	
											\$119,437.59
09002200	07/24/2025	V004808	Support Payment Clearinghouse	2810/2501150	HW	CHK	IS	TR	1100000-21480	3.71	
									1110000-21480	138.44	
											\$142.15
09002201	07/24/2025	V003123	CA State Disbursement Unit (EFT PAY)	2805/2501150	HW	CHK	IS	TR	1100000-21480	1,335.84	
									1110000-21480	303.69	
									1190000-21480	40.92	
									1510000-21480	235.38	
									7260000-21480	348.00	
											\$2,263.83
09002202	07/24/2025	V003122	Nationwide Retirement Solutions(EFT PY)	1182/2501150	HW	CHK	IS	TR	1100000-21300	9,037.64	
									1110000-21300	1,117.77	
									1510000-21300	311.96	
									1710000-21300	738.00	
									3060000-21300	590.00	
									3110000-21300	430.23	
									3580000-21300	75.00	
									7010000-21300	216.00	
									7260000-21300	211.21	
											\$12,727.81
09002203	07/24/2025	V003122	Nationwide Retirement Solutions(EFT PY)	2182/2501150	HW	CHK	IS	TR	1100000-21360	67,125.15	
									1110000-21360	15,846.47	
									1190000-21360	218.25	
									1510000-21360	44,732.29	
									1710000-21360	2,505.44	
									3060000-21360	2,267.50	
									3110000-21360	1,673.68	
									3550000-21360	339.88	
									3580000-21360	130.20	
									4110000-21360	671.00	
									7010000-21360	216.00	
									7260000-21360	411.21	
											\$136,137.07
09002204	07/24/2025	V005111	Nationwide (401A)	1183/2501150	HW	CHK	IS	TR	1100000-21301	366.50	
									1710000-21301	200.00	
											\$566.50
09002206	07/29/2025	V003132	CalPERS Retirement (EF	PY2501150PERS	HW	CHK	IS	TR			
											\$512,045.09
09002207	07/31/2025	V003124	State of CA - EDD (EFT PY)	Q22025UNEMP	HW	CHK	IS	TR	1100000-21660	(203.28)	
									1102600-53800	2,763.00	
									1715120-53800	11,700.00	
									1715144-53800	948.00	
									3060000-21660	(609.85)	
									3115900-53800	(14.00)	
											\$14,583.87
09002208	07/30/2025	V003132	CalPERS Retirement (EF	PY25JUNEHBO	HW	CHK	IS	TR			
											\$86,948.38
9002209	07/30/2025	V003132	CalPERS Retirement (EF	PY24DECHBO	HW	CHK	IS	TR			
											\$98,745.89

Issued:		28 \$10,054,983.57	Issued:		28 \$10,054,983.57
EF - EF Checking Account		Total <u>\$10,054,983.57</u>	EF - EF Checking Account		Total <u>\$10,054,983.57</u>
Issued:		46 \$10,120,442.54	Issued:		46 \$10,120,442.54
Summary		Total <u>\$10,120,442.54</u>	Summary		Total <u>\$10,120,442.54</u>

User Name: CITYHALL\MMatula



CITY OF MURRIETA

City Council Meeting Agenda

Report

9/16/2025
Agenda Item No. 4.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Tanner Benson, Management Analyst - Finance

SUBJECT: Monthly Investment Transaction Report for July 2025

RECOMMENDATION

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

PRIOR ACTION/VOTE

None.

CITY COUNCIL GOAL

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

DISCUSSION

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. Bond funds held by the City's Trustee are not included in this report but are on file and available on request.

The transactions in the long-term investment portfolio for July 2025 include dispositions of \$5,957,832.27 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 \$6,431,459.69.

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 Fourth Quarter Interest Earnings (period ending June 30) of \$21,908.59 were deposited in the LAIF account.

As of July 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 \$153,473,131.50. Both accounts combined had an overall increase of \$560,189.05 or 0.37%, which includes any deposits, dispositions, applicable interest earnings, 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 July were \$449,183.91.

Attached are the investment portfolio accounts for Chandler for the month of July (Attachment 1) and the regular monthly statement 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 2025/26 Operating Budget.

ATTACHMENTS

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

MONTHLY ACCOUNT STATEMENT

Murrieta Consolidated | Account | As of July 31, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Custodian:

US Bank

PORTFOLIO SUMMARY

Murrieta Consolidated | Account | As of July 31, 2025

Portfolio Characteristics

Average Modified Duration	1.83
Average Coupon	3.83%
Average Purchase YTM	4.34%
Average Market YTM	4.17%
Average Credit Quality*	AA+
Average Final Maturity	2.17
Average Life	1.89

Account Summary

	End Values as of 06/30/2025	End Values as of 07/31/2025
Market Value	153,376,376.64	153,419,733.84
Accrued Interest	1,258,287.23	1,269,685.61
Total Market Value	154,634,663.87	154,689,419.46
Income Earned	540,713.17	486,387.71
Cont/WD	0.00	0.00
Par	153,696,100.71	154,193,825.62
Book Value	150,913,261.27	151,451,541.73
Cost Value	150,913,261.27	151,451,541.73

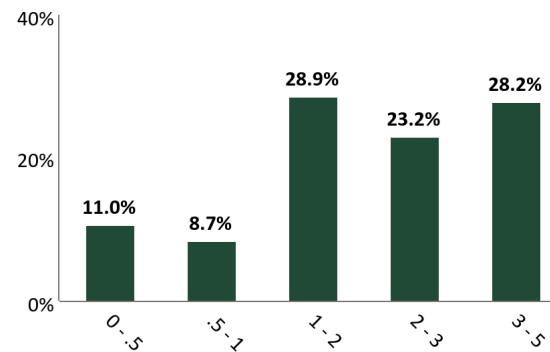
Top Issuers

Government of The United States	35.23%
Federal Home Loan Banks	11.72%
FHLMC	10.59%
Farm Credit System	7.09%
Massachusetts Mutual Life Insurance	1.37%
Duke Energy Corporation	1.30%
American Express Credit Master Trust	1.24%
International Bank for Recon and Dev	1.19%

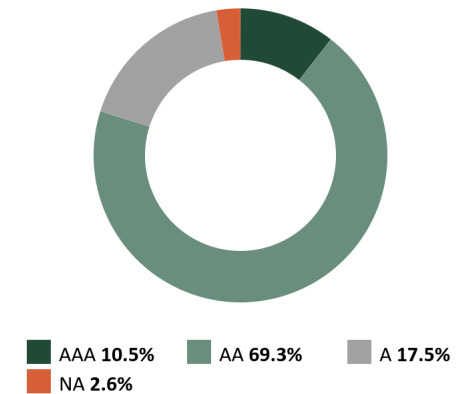
Sector Allocation

US Treasury	35.23%
Corporate	25.23%
Agency	18.81%
Agency CMBS	10.59%
ABS	8.78%
Supras	1.19%
Money Mkt Fd	0.16%
Cash	0.00%

Maturity Distribution



Credit Quality (S&P)



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

Execution Time: 08/04/2025 09:23:39 AM

STATEMENT OF COMPLIANCE



Murrieta Consolidated | Account | As of July 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	20.0	10.6	Compliant	
Max % Issuer (MV)	30.0	10.6	Compliant	
Max Maturity (Years)	5.0	4.7	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	8.8	Compliant	
Max % Issuer (MV)	5.0	0.9	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	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	25.2	Compliant	
Max % Issuer (MV)	5.0	1.4	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 July 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	18.8	Compliant	
Max % Issuer (MV)	30.0	11.7	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	0.2	Compliant	
Max % Issuer (MV)	10.0	0.2	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	1.2	Compliant	
Max % Issuer (MV)	10.0	1.2	Compliant	
Max Maturity (Years)	5	2	Compliant	

STATEMENT OF COMPLIANCE



Murrieta Consolidated | Account | As of July 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	35.2	Compliant	
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY

Murrieta Consolidated | Account | As of July 31, 2025

Maturities / Calls

Month to Date	(3,000,000.00)
Fiscal Year to Date	(22,775,000.00)

Principal Paydowns

Month to Date	(361,105.66)
Fiscal Year to Date	(2,285,347.84)

Purchases

Month to Date	6,431,459.69
Fiscal Year to Date	68,458,062.86

Sales

Month to Date	(2,596,364.70)
Fiscal Year to Date	(40,392,673.42)

Interest Received

Month to Date	499,609.91
Fiscal Year to Date	3,194,331.78

Purchased / Sold Interest

Month to Date	(24,620.58)
Fiscal Year to Date	(182,290.18)

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (01/01/2025)
Beginning Book Value	150,913,261.27	148,126,527.34
Maturities/Calls	(3,000,000.00)	(22,775,000.00)
Principal Paydowns	(361,105.66)	(2,285,347.84)
Purchases	6,431,459.69	68,458,062.86
Sales	(2,596,364.70)	(40,392,673.42)
Change in Cash, Payables, Receivables	(361.91)	(22,236.72)
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	64,653.04	342,209.51
Ending Book Value	151,451,541.73	151,451,541.73

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (01/01/2025)
Beginning Market Value	153,376,376.64	149,082,097.03
Maturities/Calls	(3,000,000.00)	(22,775,000.00)
Principal Paydowns	(361,105.66)	(2,285,347.84)
Purchases	6,431,459.69	68,458,062.86
Sales	(2,596,364.70)	(40,392,673.42)
Change in Cash, Payables, Receivables	(361.91)	(22,236.72)
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	(494,923.26)	1,012,622.42
Realized Gain (Loss)	64,653.04	342,209.51
Ending Market Value	153,419,733.84	153,419,733.84

HOLDINGS REPORT

Murrieta Consolidated | Account | As of July 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									
43815PAC3	HAROT 2022-2 A3 3.73 07/20/2026	53,403.80	08/15/2022 3.73%	53,400.62 53,400.62	99.87 4.70%	53,332.04 71.93	0.03% (68.58)	NA/AAA AAA	0.97 0.14
05602RAD3	BMWOT 2022-A A3 3.21 08/25/2026	19,002.42	05/10/2022 3.21%	19,001.43 19,001.43	99.85 4.79%	18,973.20 10.17	0.01% (28.23)	Aaa/AAA NA	1.07 0.10
47787JAC2	JDOT 2022 A3 2.32 09/15/2026	32,510.31	03/10/2022 2.33%	32,503.12 32,503.12	99.79 3.92%	32,442.89 33.52	0.02% (60.24)	Aaa/NA AAA	1.13 0.13
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	124,876.12	08/08/2023 5.38%	124,861.15 124,861.15	100.15 4.52%	125,060.94 205.28	0.08% 199.79	NA/AAA AAA	1.31 0.16
36269FAD8	GMALT 2024-1 A3 5.09 03/22/2027	455,000.00	02/08/2024 5.09%	454,943.13 454,943.13	100.23 4.62%	456,034.99 707.65	0.30% 1,091.86	NA/AAA AAA	1.64 0.43
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	100.24 4.54%	1,002,398.20 830.00	0.65% 7,710.70	Aaa/AAA NA	1.65 0.49
36265WAD5	GMCAR 2022-3 A3 3.64 04/16/2027	71,109.60	07/06/2022 3.64%	71,109.10 71,109.10	99.81 4.69%	70,972.55 107.85	0.05% (136.56)	Aaa/NA AAA	1.71 0.19
58770JAD6	MBALT 2024-A A3 5.32 01/18/2028	350,000.00	05/17/2024 5.32%	349,959.05 349,959.05	100.99 4.49%	353,460.03 827.56	0.23% 3,500.98	Aaa/NA AAA	2.47 1.10
58769GAD5	MBALT 2024-B A3 4.23 02/15/2028	545,000.00	09/17/2024 4.24%	544,908.28 544,908.28	99.78 4.46%	543,775.17 1,024.60	0.35% (1,133.11)	NA/AAA AAA	2.54 1.14
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	705,000.00	05/20/2025 4.58%	704,988.30 704,988.30	100.38 4.39%	707,644.03 986.61	0.46% 2,655.73	NA/AAA AAA	2.81 1.57
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	100.71 4.45%	1,258,916.25 2,894.44	0.82% 8,970.62	Aaa/AAA NA	3.04 0.87
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	1,320,000.00	09/07/2023 5.23%	1,319,634.10 1,319,634.10	100.91 4.36%	1,332,055.43 3,027.20	0.87% 12,421.33	NA/AAA AAA	3.13 1.07
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	335,000.00	03/11/2024 4.96%	334,981.24 334,981.24	100.68 4.50%	337,287.85 738.49	0.22% 2,306.61	Aaa/NA AAA	3.29 1.33
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	600,000.00	06/04/2024 5.18%	599,908.86 599,908.86	100.93 4.40%	605,559.54 518.00	0.39% 5,650.68	Aaa/AAA NA	3.57 1.10
02582JKH2	AMXCA 2024-1 A 5.23 04/16/2029	640,000.00	04/16/2024 5.23%	639,868.80 639,868.80	101.63 4.28%	650,419.84 1,487.64	0.42% 10,551.04	NA/AAA AAA	3.71 1.60
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	770,000.00	05/14/2025 4.61%	769,906.14 769,906.14	100.66 4.36%	775,066.60 1,577.64	0.51% 5,160.46	NA/AAA AAA	3.71 2.19
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	670,000.00	03/04/2025 4.23%	669,957.86 669,957.86	99.82 4.34%	668,778.12 1,259.60	0.44% (1,179.74)	Aaa/NA AAA	4.13 2.39

HOLDINGS REPORT

Murrieta Consolidated | Account | As of July 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
44935XAD7	HART 2025-B A3 4.36 12/17/2029	585,000.00	06/03/2025 4.36%	584,947.18 584,947.18	100.24 4.28%	586,399.55 1,133.60	0.38% 1,452.37	NA/AAA AAA	4.38 2.00
92348KDY6	VZMT 2025-3 A1A 4.51 03/20/2030	1,050,000.00	03/25/2025 4.51%	1,049,954.85 1,049,954.85	100.07 4.56%	1,050,719.04 1,446.96	0.68% 764.19	Aaa/NA AAA	4.64 1.54
02582JKP4	AMXCA 2025-2 A 4.28 04/15/2030	1,255,000.00	05/06/2025 4.28%	1,254,977.28 1,254,977.28	100.29 4.20%	1,258,676.40 2,387.29	0.82% 3,699.12	NA/AAA AAA	4.71 2.50
362549AD9	GMCAR 2025-2 A3 4.28 04/16/2030	370,000.00	05/06/2025 4.28%	369,945.54 369,945.54	100.06 4.29%	370,210.27 659.83	0.24% 264.73	Aaa/AAA NA	4.71 1.81
92970QAJ4	WFCIT 2025-1 A 4.34 05/15/2030	1,210,000.00	06/03/2025 4.33%	1,209,979.91 1,209,979.91	100.30 4.26%	1,213,573.98 2,333.96	0.79% 3,594.07	NA/AAA AAA	4.79 2.57
Total ABS		13,410,902.25	4.74%	13,404,369.08	100.46 4.39%	13,471,756.90 24,269.83	8.78% 67,387.82		3.51 1.53

AGENCY									
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	99.90 4.34%	1,398,561.43 1,443.75	0.91% 5,701.43	Aa1/AA+ AA+	0.48 0.47
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	100.46 4.13%	1,004,552.77 10,951.39	0.65% 6,862.77	Aa1/AA+ AA+	0.77 0.74
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	100.49 4.17%	2,009,712.26 12,930.56	1.31% 11,092.26	Aa1/AA+ AA+	0.87 0.83
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	100.83 4.14%	2,016,606.50 277.78	1.31% 9,126.50	Aa1/AA+ AA+	1.00 0.97
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	100.32 4.18%	2,412,770.48 50,204.38	1.57% 13,301.98	Aa1/AA+ AA+	1.04 0.98
3130AWTQ3	FEDERAL HOME LOAN BANKS 4.625 09/11/2026	4,500,000.00	-- 4.81%	4,476,030.00 4,476,030.00	100.58 4.08%	4,526,234.51 80,937.50	2.95% 50,204.51	Aa1/AA+ AA+	1.11 1.06
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	100.65 4.10%	1,761,334.84 16,637.15	1.15% 6,907.34	Aa1/AA+ AA+	1.30 1.24
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	100.14 4.03%	2,002,753.88 3,666.67	1.31% 7,193.88	Aa1/AA+ AA+	1.46 1.40
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	100.72 4.04%	1,007,185.38 15,625.00	0.66% 11,665.38	Aa1/AA+ AA+	1.65 1.56
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	101.29 3.95%	1,519,394.16 22,166.67	0.99% 23,279.16	Aa1/AA+ AA+	1.69 1.59

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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
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	100.89 3.98%	1,008,888.41 8,875.00	0.66% 14,058.41	Aa1/AA+ AA+	1.80 1.70
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	3,000,000.00	03/24/2025 4.02%	3,039,480.00 3,039,480.00	101.41 3.93%	3,042,200.28 52,875.00	1.98% 2,720.28	Aa1/AA+ AA+	2.61 2.40
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	99.53 3.92%	1,114,775.63 6,066.67	0.73% 7,532.43	Aa1/AA+ AA+	2.86 2.67
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	100.31 3.88%	2,006,292.04 11,555.56	1.31% 49,352.04	Aa1/AA+ AA+	2.86 2.66
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	101.38 4.03%	2,027,643.94 32,250.00	1.32% 46,183.94	Aa1/AA+ AA+	3.15 2.86
Total Agency		28,675,000.00	4.56%	28,593,724.20	100.64 4.06%	28,858,906.50 326,463.06	18.81% 265,182.30		1.64 1.53

AGENCY CMBS									
3137BM7C4	FHMS K-051 A2 3.308 09/25/2025	678,388.30	06/23/2022 3.30%	676,957.33 676,957.33	99.60 4.57%	675,663.15 1,870.09	0.44% (1,294.18)	Aa1/AA+ AAA	0.15 0.15
3137BSP72	FHMS K-058 A2 2.653 08/25/2026	2,000,000.00	02/09/2023 4.35%	1,890,546.88 1,890,546.88	98.13 4.38%	1,962,697.80 4,421.67	1.28% 72,150.92	Aa1/AA+ AAA	1.07 0.99
3137BTUM1	FHMS K-061 A2 3.347 11/25/2026	864,705.44	09/22/2022 4.23%	833,663.87 833,663.87	98.40 4.54%	850,871.97 2,411.81	0.55% 17,208.10	Aa1/AA+ AAA	1.32 1.18
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	862,000.00	-- 4.09%	839,600.51 839,600.51	98.65 4.33%	850,349.04 2,463.88	0.55% 10,748.53	Aa1/AA+ AAA	1.49 1.29
3137F1G44	FHMS K-065 A2 3.243 04/25/2027	1,000,000.00	09/19/2022 4.08%	965,468.75 965,468.75	98.20 4.28%	981,994.60 2,702.50	0.64% 16,525.85	Aa1/AA+ AAA	1.73 1.57
3137FBU79	FHMS K-069 A2 3.187 09/25/2027	1,224,526.85	05/18/2023 4.13%	1,176,263.28 1,176,263.28	97.80 4.22%	1,197,554.44 3,252.14	0.78% 21,291.16	Aa1/AAA AA+	2.15 1.98
3137F4X72	FHMS K-075 A2 3.65 02/25/2028	1,165,000.00	09/14/2023 4.92%	1,107,478.13 1,107,478.13	98.51 4.21%	1,147,615.17 3,543.54	0.75% 40,137.04	Aa1/AA+ AAA	2.57 2.38
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	99.04 4.18%	1,238,047.00 4,062.50	0.81% 40,781.37	Aa1/AA+ AAA	3.07 2.81
3137FK4M5	FHMS K-085 A2 4.06 10/25/2028	2,000,000.00	05/07/2025 4.12%	1,990,703.13 1,990,703.13	99.43 4.20%	1,988,612.60 6,766.67	1.30% (2,090.53)	Aaa/AA+ AA+	3.24 2.94
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	93.71 4.24%	1,405,588.80 2,825.00	0.92% 20,256.77	Aa1/AA+ AAA	3.49 3.20
3137FLMV3	FHMS K-090 A2 3.422 02/25/2029	2,000,000.00	03/27/2025 4.30%	1,932,500.00 1,932,500.00	97.34 4.21%	1,946,730.60 5,703.33	1.27% 14,230.60	Aa1/AAA AA+	3.57 3.24

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3137HA4B9	FHMS K-751 A2 4.412 03/25/2030	2,000,000.00	03/26/2025 4.37%	1,997,890.63 1,997,890.63	100.32 4.29%	2,006,355.20 7,353.33	1.31% 8,464.57	Aaa/AA+ AA+	4.65 3.84
Total Agency CMBS		16,544,620.59	4.29%	15,993,670.16 15,993,670.16	98.26 4.28%	16,252,080.37 47,376.46	10.59% 258,410.20		2.66 2.38

CASH									
CCYUSD	Receivable	5,846.33	--	5,846.33 5,846.33	1.00 0.00%	5,846.33 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		5,846.33		5,846.33 5,846.33	1.00 0.00%	5,846.33 0.00	0.00% 0.00		0.00 0.00

CORPORATE									
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	99.97 4.45%	1,374,631.46 23,560.24	0.90% 1,295.21	A2/A A+	0.03 0.03
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	99.95 4.37%	999,539.21 14,986.11	0.65% 8,829.21	Aa3/A NA	0.04 0.04
437076CR1	HOME DEPOT INC 4.0 09/15/2025	1,000,000.00	09/14/2022 4.13%	996,380.00 996,380.00	99.92 4.57%	999,223.06 15,111.11	0.65% 2,843.06	A2/A A	0.13 0.12
023135CN4	AMAZON.COM INC 4.6 12/01/2025	425,000.00	11/29/2022 4.60%	424,974.50 424,974.50	100.08 4.33%	425,328.71 3,258.33	0.28% 354.21	A1/AA AA-	0.34 0.33
037833BY5	APPLE INC 3.25 02/23/2026	1,000,000.00	02/22/2023 4.72%	959,390.00 959,390.00	99.44 4.28%	994,352.51 14,263.89	0.65% 34,962.51	Aaa/AA+ NA	0.57 0.54
57629W6F2	MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026	750,000.00	04/04/2023 4.52%	749,482.50 749,482.50	100.01 4.47%	750,111.20 10,406.25	0.49% 628.70	Aa3/AA+ AA+	0.69 0.67
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	99.16 4.49%	991,602.60 8,188.89	0.65% 37,382.60	A2/A A	0.76 0.73
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	100.81 4.46%	1,008,067.19 6,150.00	0.66% 7,627.19	Aa3/AA- AA-	0.89 0.85
69371RS56	PACCAR FINANCIAL CORP 5.05 08/10/2026	1,450,000.00	-- 4.99%	1,451,925.00 1,451,925.00	100.74 4.30%	1,460,708.48 34,781.88	0.95% 8,783.48	A1/A+ NA	1.03 0.97
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	101.06 4.48%	1,010,550.71 25,020.50	0.66% 11,740.71	Aa2/A+ AA	1.05 0.91
713448FW3	PEPSICO INC 5.125 11/10/2026	510,000.00	11/08/2023 5.13%	509,862.30 509,862.30	101.03 4.28%	515,260.83 5,880.94	0.34% 5,398.53	A1/A+ NA	1.28 1.13
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	1,575,000.00	-- 5.08%	1,576,460.00 1,576,460.00	100.94 4.38%	1,589,787.80 11,848.81	1.04% 13,327.80	Aa2/AA- AA	1.36 1.21

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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	100.42 4.19%	1,004,249.69 2,875.00	0.65% 4,789.69	A1/A A+	1.44 1.37
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	100.79 4.31%	1,254,799.15 2,023.13	0.82% 10,110.40	A1/A AA-	1.47 1.40
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	100.96 4.16%	1,514,351.03 31,000.00	0.99% 13,541.03	A1/AA- NA	1.57 1.39
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	101.14 4.26%	1,223,777.64 22,320.10	0.80% 13,777.64	Aa3/A AA-	1.63 1.45
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	1,000,000.00	09/14/2022 4.23%	990,460.00 990,460.00	99.63 4.21%	996,346.31 9,000.00	0.65% 5,886.31	A2/A+ A+	1.77 1.68
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	95.94 4.23%	1,439,129.87 5,858.33	0.94% 67,184.87	A2/A NA	1.79 1.72
437076DB5	HOME DEPOT INC 4.875 06/25/2027	740,000.00	-- 4.95%	738,545.60 738,545.60	101.17 4.22%	748,688.50 3,607.50	0.49% 10,142.90	A2/A A	1.90 1.72
09290DAH4	BLACKROCK INC 4.6 07/26/2027	750,000.00	07/18/2024 4.57%	750,645.00 750,645.00	100.78 4.19%	755,828.97 479.17	0.49% 5,183.97	Aa3/AA- NA	1.99 1.80
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	100.10 4.10%	1,251,286.60 24,064.24	0.82% (350.90)	Aa3/A+ NA	2.04 1.82
023135BC9	AMAZON.COM INC 3.15 08/22/2027	1,000,000.00	07/30/2024 4.55%	960,450.00 960,450.00	98.12 4.11%	981,207.24 13,912.50	0.64% 20,757.24	A1/AA AA-	2.06 1.94
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	100.52 4.29%	1,005,226.99 16,556.94	0.66% 15,326.99	A1/A+ A+	2.14 1.99
64952WFI7	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	99.17 4.30%	991,669.28 13,000.00	0.65% (8,150.72)	Aa1/AA+ AAA	2.17 2.03
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	97.04 4.37%	1,212,976.43 10,857.64	0.79% 23,676.43	A2/A+ A	2.21 2.09
24422EXZ7	JOHN DEERE CAPITAL CORP 4.65 01/07/2028	700,000.00	01/06/2025 4.66%	699,790.00 699,790.00	101.18 4.14%	708,240.54 2,170.00	0.46% 8,450.54	A1/A A+	2.44 2.28
63743HFW7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.75 02/07/2028	1,500,000.00	06/17/2025 4.40%	1,512,345.00 1,512,345.00	100.85 4.39%	1,512,727.49 34,437.50	0.99% 382.49	A2/NA A	2.52 2.23
57629TBW6	MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028	1,340,000.00	03/20/2025 4.49%	1,338,405.40 1,338,405.40	100.44 4.27%	1,345,940.68 20,539.22	0.88% 7,535.28	Aa3/AA+ AA+	2.66 2.45
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	98.76 4.18%	740,719.34 6,937.50	0.48% 25,714.34	A1/A NA	2.75 2.56

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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	100.39 4.25%	1,505,808.47 13,933.33	0.98% 21,783.47	Aa2/A+ AA-	2.79 2.43
90331HPS6	US BANK NA 4.73 05/15/2028	1,330,000.00	05/12/2025 4.88%	1,330,000.00 1,330,000.00	100.43 4.74%	1,335,698.81 13,280.79	0.87% 5,698.81	A2/A+ A+	2.79 1.68
87612EBU9	TARGET CORP 4.35 06/15/2028	570,000.00	06/05/2025 4.35%	569,994.30 569,994.30	100.29 4.24%	571,632.59 3,512.63	0.37% 1,638.29	A2/A A	2.88 2.59
26444HAE1	DUKE ENERGY FLORIDA LLC 3.8 07/15/2028	1,000,000.00	06/04/2025 4.32%	985,120.00 985,120.00	98.97 4.17%	989,663.91 1,688.89	0.65% 4,543.91	A1/A NA	2.96 2.76
74456QBX3	PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028	1,000,000.00	07/24/2025 4.23%	983,400.00 983,400.00	98.17 4.29%	981,725.38 15,208.33	0.64% (1,674.62)	A1/A NA	3.09 2.84
713448GL6	PEPSICO INC 4.1 01/15/2029	1,000,000.00	07/24/2025 4.19%	997,190.00 997,190.00	99.52 4.25%	995,162.95 911.11	0.65% (2,027.05)	A1/A+ NA	3.46 3.19
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	101.34 4.59%	1,520,139.06 834.00	0.99% 18,279.06	A2/A- AA-	3.49 2.32
Total Corporate		38,720,000.00	4.62%	38,300,787.10	99.98 4.32%	38,706,160.64 442,464.80	25.23% 405,373.54		1.82 1.61
MONEY MARKET FUND									
31846V567	FIRST AMER:GVT OBLG Z	252,456.45	-- 4.18%	252,456.45 252,456.45	1.00 4.18%	252,456.45 0.00	0.16% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		252,456.45	4.18%	252,456.45	1.00 4.18%	252,456.45 0.00	0.16% 0.00		0.00 0.00
SUPRANATIONAL									
459058LT8	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028	1,335,000.00	04/29/2025 3.70%	1,332,036.30 1,332,036.30	99.26 3.91%	1,325,187.19 11,426.30	0.86% (6,849.11)	Aaa/AAA NA	2.76 2.58
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	98.78 3.94%	493,911.74 923.61	0.32% 10,796.74	Aaa/AAA NA	2.95 2.77
Total Supranational		1,835,000.00	3.86%	1,815,151.30	99.13 3.92%	1,819,098.93 12,349.91	1.19% 3,947.63		2.81 2.63
US TREASURY									

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9128285C0	UNITED STATES TREASURY 3.0 09/30/2025	3,250,000.00	-- 2.90%	3,259,882.81 3,259,882.81	99.80 4.16%	3,243,652.36 32,766.39	2.11% (16,230.45)	Aa1/AA+ AA+	0.17 0.16
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	99.65 4.40%	2,491,230.48 18,953.80	1.62% (7,402.34)	Aa1/AA+ AA+	0.25 0.24
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	99.39 4.37%	2,484,746.10 11,922.55	1.62% 53,593.76	Aa1/AA+ AA+	0.29 0.28
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	99.31 4.32%	2,482,675.78 5,706.52	1.62% 69,882.81	Aa1/AA+ AA+	0.42 0.41
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	98.68 4.28%	2,467,021.48 18,903.69	1.61% 89,189.45	Aa1/AA+ AA+	0.67 0.64
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	99.68 4.21%	1,993,625.00 22,131.15	1.30% 27,921.87	Aa1/AA+ AA+	0.71 0.68
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	97.38 4.11%	2,921,250.00 12,717.39	1.90% 154,218.75	Aa1/AA+ AA+	1.29 1.25
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	96.85 4.07%	1,694,833.98 2,663.04	1.10% 53,593.75	Aa1/AA+ AA+	1.42 1.37
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	2,500,000.00	11/17/2022 4.02%	2,349,414.06 2,349,414.06	97.60 4.00%	2,440,039.05 21,004.10	1.59% 90,624.99	Aa1/AA+ AA+	1.67 1.59
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	98.72 3.95%	1,283,394.53 3,673.91	0.84% 16,707.03	Aa1/AA+ AA+	1.91 1.83
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	97.71 3.95%	1,954,296.88 149.46	1.27% 67,187.50	Aa1/AA+ AA+	2.00 1.92
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	98.40 3.93%	2,460,058.60 32,693.61	1.60% 14,941.41	Aa1/AA+ AA+	2.08 1.97
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	100.43 3.92%	1,606,812.50 22,180.33	1.05% 11,312.50	Aa1/AA+ AA+	2.17 2.03
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	96.38 3.92%	1,349,304.68 6,676.63	0.88% 50,367.18	Aa1/AA+ AA+	2.29 2.19
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	99.06 3.90%	1,485,878.91 142.66	0.97% 18,808.60	Aa1/AA+ AA+	2.50 2.37
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	97.23 3.91%	2,673,730.46 34,887.78	1.74% (10,527.36)	Aa1/AA+ AA+	2.54 2.39
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	97.10 3.90%	2,427,441.40 33,157.80	1.58% 52,636.71	Aa1/AA+ AA+	3.04 2.84
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	97.64 3.90%	1,952,734.38 13,247.28	1.27% 82,109.38	Aa1/AA+ AA+	3.29 3.07

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
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	101.14 3.90%	2,275,664.06 40,016.98	1.48% 30,937.50	Aa1/AA+ AA+	3.58 3.24
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	2,000,000.00	10/29/2024 4.10%	1,991,093.75 1,991,093.75	100.29 3.92%	2,005,781.24 217.39	1.31% 14,687.49	Aa1/AA+ AA+	4.00 3.66
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	97.03 3.92%	2,668,251.96 35,962.98	1.74% 49,521.49	Aa1/AA+ AA+	4.08 3.74
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	1,700,000.00	02/12/2025 4.49%	1,665,203.13 1,665,203.13	100.28 3.93%	1,704,714.85 17,184.78	1.11% 39,511.72	Aa1/AA+ AA+	4.25 3.84
91282CFY2	UNITED STATES TREASURY 3.875 11/30/2029	3,000,000.00	03/24/2025 4.06%	2,976,679.69 2,976,679.69	99.78 3.93%	2,993,320.32 19,692.62	1.95% 16,640.63	Aa1/AA+ AA+	4.33 3.93
91282CGB1	UNITED STATES TREASURY 3.875 12/31/2029	3,000,000.00	07/30/2025 3.91%	2,995,312.50 2,995,312.50	99.77 3.93%	2,992,968.75 10,108.70	1.95% (2,343.75)	Aa1/AA+ AA+	4.42 4.01
Total US Treasury		54,750,000.00	3.95%	53,085,537.11	98.74 4.04%	54,053,427.73 416,761.56	35.23% 967,890.62		2.20 2.05
Total Portfolio		154,193,825.62	4.34%	151,451,541.73	99.35 4.17%	153,419,733.84 1,269,685.61	100.00% 1,968,192.11		2.17 1.83
Total Market Value + Accrued						154,689,419.46			

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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	07/02/2025	31846V567	6,208.41	FIRST AMER:GVT OBLG Z	1.000	4.22%	(6,208.41)	0.00	(6,208.41)	0.00
Purchase	07/07/2025	31846V567	16,094.17	FIRST AMER:GVT OBLG Z	1.000	4.18%	(16,094.17)	0.00	(16,094.17)	0.00
Purchase	07/08/2025	31846V567	22,500.00	FIRST AMER:GVT OBLG Z	1.000	4.18%	(22,500.00)	0.00	(22,500.00)	0.00
Purchase	07/14/2025	31846V567	8,750.00	FIRST AMER:GVT OBLG Z	1.000	4.16%	(8,750.00)	0.00	(8,750.00)	0.00
Purchase	07/15/2025	31846V567	7,288.11	FIRST AMER:GVT OBLG Z	1.000	4.18%	(7,288.11)	0.00	(7,288.11)	0.00
Purchase	07/15/2025	31846V567	99,045.72	FIRST AMER:GVT OBLG Z	1.000	4.18%	(99,045.72)	0.00	(99,045.72)	0.00
Purchase	07/16/2025	31846V567	24,358.85	FIRST AMER:GVT OBLG Z	1.000	4.19%	(24,358.85)	0.00	(24,358.85)	0.00
Purchase	07/17/2025	31846V567	1,023,395.00	FIRST AMER:GVT OBLG Z	1.000	4.19%	(1,023,395.00)	0.00	(1,023,395.00)	0.00
Purchase	07/18/2025	31846V567	17,623.74	FIRST AMER:GVT OBLG Z	1.000	4.18%	(17,623.74)	0.00	(17,623.74)	0.00
Purchase	07/21/2025	31846V567	40,127.80	FIRST AMER:GVT OBLG Z	1.000	4.16%	(40,127.80)	0.00	(40,127.80)	0.00
Purchase	07/21/2025	31846V567	33,037.63	FIRST AMER:GVT OBLG Z	1.000	4.16%	(33,037.63)	0.00	(33,037.63)	0.00
Purchase	07/22/2025	31846V567	28,875.00	FIRST AMER:GVT OBLG Z	1.000	4.15%	(28,875.00)	0.00	(28,875.00)	0.00
Purchase	07/25/2025	74456QBX3	1,000,000.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028	98.340	4.23%	(983,400.00)	(14,600.00)	(998,000.00)	0.00
Purchase	07/25/2025	713448GL6	1,000,000.00	PEPSICO INC 4.1 01/15/2029	99.719	4.19%	(997,190.00)	(227.78)	(997,417.78)	0.00
Purchase	07/25/2025	31846V567	23,472.76	FIRST AMER:GVT OBLG Z	1.000	4.15%	(23,472.76)	0.00	(23,472.76)	0.00
Purchase	07/28/2025	31846V567	54,780.00	FIRST AMER:GVT OBLG Z	1.000	4.19%	(54,780.00)	0.00	(54,780.00)	0.00
Purchase	07/30/2025	31846V567	50,000.00	FIRST AMER:GVT OBLG Z	1.000	4.20%	(50,000.00)	0.00	(50,000.00)	0.00
Purchase	07/31/2025	91282CGB1	3,000,000.00	UNITED STATES TREASURY 3.875 12/31/2029	99.844	3.91%	(2,995,312.50)	(9,792.80)	(3,005,105.30)	0.00
Total Purchase			6,455,557.19				(6,431,459.69)	(24,620.58)	(6,456,080.27)	0.00
TOTAL ACQUISITIONS			6,455,557.19				(6,431,459.69)	(24,620.58)	(6,456,080.27)	0.00
DISPOSITIONS										
Maturity	07/31/2025	91282CAB7	(2,000,000.00)	UNITED STATES TREASURY 0.25 07/31/2025	100.000	1.06%	2,000,000.00	0.00	2,000,000.00	57,968.75
Total Maturity			(2,000,000.00)				2,000,000.00	0.00	2,000,000.00	57,968.75
Sale	07/25/2025	31846V567	(1,687,509.40)	FIRST AMER:GVT OBLG Z	1.000	4.15%	1,687,509.40	0.00	1,687,509.40	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
Sale	07/31/2025	31846V567	(908,855.30)	FIRST AMER:GVT OBLG Z	1.000	4.18%	908,855.30	0.00	908,855.30	0.00
Total Sale			(2,596,364.70)				2,596,364.70	0.00	2,596,364.70	0.00
TOTAL DISPOSITIONS			(4,596,364.70)				4,596,364.70	0.00	4,596,364.70	57,968.75
OTHER TRANSACTIONS										
Call Redemption	07/17/2025	61747YET8	(1,000,000.00)	MORGAN STANLEY 4.679 07/17/2026	100.000	5.45%	1,000,000.00	0.00	1,000,000.00	5,970.00
Total Call Redemption			(1,000,000.00)				1,000,000.00	0.00	1,000,000.00	5,970.00
Coupon	07/01/2025	3137FJEH8	0.00	FHMS K-081 A2 3.9 08/25/2028		4.94%	4,062.50	0.00	4,062.50	0.00
Coupon	07/01/2025	3137F4X72	0.00	FHMS K-075 A2 3.65 02/25/2028		4.92%	3,543.54	0.00	3,543.54	0.00
Coupon	07/01/2025	3137HA4B9	0.00	FHMS K-751 A2 4.412 03/25/2030		4.37%	7,353.33	0.00	7,353.33	0.00
Coupon	07/01/2025	3137BSP72	0.00	FHMS K-058 A2 2.653 08/25/2026		4.35%	4,421.67	0.00	4,421.67	0.00
Coupon	07/01/2025	3137FLMV3	0.00	FHMS K-090 A2 3.422 02/25/2029		4.30%	5,703.33	0.00	5,703.33	0.00
Coupon	07/01/2025	3137BTUM1	0.00	FHMS K-061 A2 3.347 11/25/2026		4.23%	2,417.05	0.00	2,417.05	0.00
Coupon	07/01/2025	3137FBU79	0.00	FHMS K-069 A2 3.187 09/25/2027		4.13%	3,257.93	0.00	3,257.93	0.00
Coupon	07/01/2025	3137FK4M5	0.00	FHMS K-085 A2 4.06 10/25/2028		4.12%	6,766.67	0.00	6,766.67	0.00
Coupon	07/01/2025	3137H5YC5	0.00	FHMS K-748 A2 2.26 01/25/2029		4.12%	2,825.00	0.00	2,825.00	0.00
Coupon	07/01/2025	3137BVZ82	0.00	FHMS K-063 A2 3.43 01/25/2027		4.09%	2,463.88	0.00	2,463.88	0.00
Coupon	07/01/2025	3137F1G44	0.00	FHMS K-065 A2 3.243 04/25/2027		4.08%	2,702.50	0.00	2,702.50	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	07/01/2025	3137BM7C4	0.00	FHMS K-051 A2 3.308 09/25/2025		3.30%	2,591.92	0.00	2,591.92	0.00
Coupon	07/07/2025	24422EXZ7	0.00	JOHN DEERE CAPITAL CORP 4.65 01/07/2028		4.66%	16,094.17	0.00	16,094.17	0.00
Coupon	07/08/2025	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	07/12/2025	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	07/15/2025	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	07/15/2025	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	07/15/2025	161571HT4	0.00	CHAIT 2023-1 A 5.16 09/15/2028		5.23%	5,676.00	0.00	5,676.00	0.00
Coupon	07/15/2025	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	07/15/2025	47800RAD5	0.00	JDOT 2024 A3 4.96 11/15/2028		4.96%	1,384.67	0.00	1,384.67	0.00
Coupon	07/15/2025	58768YAD7	0.00	MBALT 2025-A A3 4.61 04/16/2029		4.61%	2,958.08	0.00	2,958.08	0.00
Coupon	07/15/2025	44935XAD7	0.00	HART 2025-B A3 4.36 12/17/2029		4.36%	2,408.90	0.00	2,408.90	0.00
Coupon	07/15/2025	92970QAJ4	0.00	WFCIT 2025-1 A 4.34 05/15/2030		4.33%	5,105.53	0.00	5,105.53	0.00
Coupon	07/15/2025	26444HAE1	0.00	DUKE ENERGY FLORIDA LLC 3.8 07/15/2028		4.32%	19,000.00	0.00	19,000.00	0.00
Coupon	07/15/2025	02582JKP4	0.00	AMXCA 2025-2 A 4.28 04/15/2030		4.28%	4,476.17	0.00	4,476.17	0.00
Coupon	07/15/2025	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	07/15/2025	47800DAD6	0.00	JDOT 2025 A3 4.23 09/17/2029		4.23%	2,361.75	0.00	2,361.75	0.00

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Coupon	07/15/2025	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	07/15/2025	47787JAC2	0.00	JDOT 2022 A3 2.32 09/15/2026		2.33%	82.07	0.00	82.07	0.00
Coupon	07/16/2025	362549AD9	0.00	GMCAR 2025-2 A3 4.28 04/16/2030		4.28%	1,319.67	0.00	1,319.67	0.00
Coupon	07/16/2025	36265WAD5	0.00	GMCAR 2022-3 A3 3.64 04/16/2027		3.64%	262.77	0.00	262.77	0.00
Coupon	07/16/2025	380146AC4	0.00	GMCAR 2022-1 A3 1.26 11/16/2026		1.26%	6.95	0.00	6.95	0.00
Coupon	07/16/2025	362554AC1	0.00	GMCAR 2021-4 A3 0.68 09/16/2026		0.68%	0.36	0.00	0.36	0.00
Coupon	07/17/2025	61747YET8	0.00	MORGAN STANLEY 4.679 07/17/2026		5.45%	23,395.00	0.00	23,395.00	0.00
Coupon	07/18/2025	43815PAC3	0.00	HAROT 2022-2 A3 3.73 07/20/2026		3.73%	220.09	0.00	220.09	0.00
Coupon	07/19/2025	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	07/20/2025	379929AD4	0.00	GMALT 2023-3 A3 5.38 11/20/2026		5.38%	710.24	0.00	710.24	0.00
Coupon	07/20/2025	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	07/20/2025	362962AD4	0.00	GMALT 2025-2 A3 4.58 05/22/2028		4.58%	2,690.75	0.00	2,690.75	0.00
Coupon	07/20/2025	92348KDY6	0.00	VZMT 2025-3 A1A 4.51 03/20/2030		4.51%	3,946.25	0.00	3,946.25	0.00
Coupon	07/22/2025	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	07/25/2025	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	07/25/2025	096919AD7	0.00	BMWOT 2024-A A3 5.18 02/26/2029		5.18%	2,590.00	0.00	2,590.00	0.00

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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	07/25/2025	05602RAD3	0.00	BMWOT 2022-A A3 3.21 08/25/2026		3.21%	81.71	0.00	81.71	0.00
Coupon	07/26/2025	09290DAH4	0.00	BLACKROCK INC 4.6 07/26/2027		4.57%	17,250.00	0.00	17,250.00	0.00
Coupon	07/27/2025	06368MJG0	0.00	BANK OF MONTREAL 5.004 01/27/2029		4.96%	37,530.00	0.00	37,530.00	0.00
Coupon	07/30/2025	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	07/31/2025	91282CFB2	0.00	UNITED STATES TREASURY 2.75 07/31/2027		4.30%	27,500.00	0.00	27,500.00	0.00
Coupon	07/31/2025	91282CGH8	0.00	UNITED STATES TREASURY 3.5 01/31/2028		4.24%	26,250.00	0.00	26,250.00	0.00
Coupon	07/31/2025	91282CLC3	0.00	UNITED STATES TREASURY 4.0 07/31/2029		4.10%	40,000.00	0.00	40,000.00	0.00
Coupon	07/31/2025	91282CAB7	0.00	UNITED STATES TREASURY 0.25 07/31/2025		1.06%	2,500.00	0.00	2,500.00	0.00
Total Coupon			0.00				493,401.50	0.00	493,401.50	0.00
Custody Fee	07/25/2025	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	07/31/2025	31846V567	0.00	FIRST AMER:GVT OBLG Z		4.18%	5,846.33	0.00	5,846.33	0.00
Total Dividend			0.00				5,846.33	0.00	5,846.33	0.00
Principal Paydown	07/01/2025	3137BTUM1	1,879.16	FHMS K-061 A2 3.347 11/25/2026		4.23%	1,879.16	--	1,879.16	67.46
Principal Paydown	07/01/2025	3137FBU79	2,180.57	FHMS K-069 A2 3.187 09/25/2027		4.13%	2,180.57	--	2,180.57	85.94
Principal Paydown	07/01/2025	3137BM7C4	261,848.29	FHMS K-051 A2 3.308 09/25/2025		3.30%	261,848.29	--	261,848.29	552.34
Principal Paydown	07/15/2025	47787JAC2	9,941.45	JDOT 2022 A3 2.32 09/15/2026		2.33%	9,941.45	--	9,941.45	2.20
Principal Paydown	07/16/2025	36265WAD5	15,519.23	GMCAR 2022-3 A3 3.64 04/16/2027		3.64%	15,519.23	--	15,519.23	0.11

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
Principal Paydown	07/16/2025	380146AC4	6,619.79	GMCAR 2022-1 A3 1.26 11/16/2026		1.26%	6,619.79	--	6,619.79	0.59
Principal Paydown	07/16/2025	362554AC1	630.08	GMCAR 2021-4 A3 0.68 09/16/2026		0.68%	630.08	--	630.08	(0.00)
Principal Paydown	07/18/2025	43815PAC3	17,403.65	HAROT 2022-2 A3 3.73 07/20/2026		3.73%	17,403.65	--	17,403.65	1.04
Principal Paydown	07/20/2025	379929AD4	33,541.35	GMALT 2023-3 A3 5.38 11/20/2026		5.38%	33,541.35	--	33,541.35	4.02
Principal Paydown	07/25/2025	05602RAD3	11,542.09	BMWOT 2022-A A3 3.21 08/25/2026		3.21%	11,542.09	--	11,542.09	0.60
Total Principal Paydown			361,105.66				361,105.66	--	361,105.66	714.29
TOTAL OTHER TRANSACTIONS			(639,894.34)				1,859,353.49	0.00	1,859,353.49	6,684.29

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CASH & EQUIVALENTS						
31846V567	FIRST AMER:GVT OBLG Z	252,456.45	1,393,263.96 1,455,557.19 (2,596,364.70) 252,456.45	0.00 6,208.41 0.00 6,208.41	0.00 0.00 0.00 6,208.41	6,208.41
CCYUSD	Receivable	5,846.33	6,208.24 0.00 0.00 5,846.33	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents			258,302.78	6,208.41	6,208.41	6,208.41
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
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

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02582JKP4	AMXCA 2025-2 A 4.28 04/15/2030	05/06/2025 05/13/2025 1,255,000.00	1,254,977.28 0.00 0.00 1,254,977.28	2,387.29 4,476.17 2,387.29 4,476.17	0.00 0.00 0.00 4,476.17	4,476.17
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
05602RAD3	BMWOT 2022-A A3 3.21 08/25/2026	05/10/2022 05/18/2022 19,002.42	30,542.92 0.00 (11,541.49) 19,001.43	16.34 81.71 10.17 75.54	0.00 0.00 0.00 75.54	75.54
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	1,501,860.00 0.00 0.00 1,501,860.00	32,109.00 37,530.00 834.00 6,255.00	0.00 0.00 0.00 6,255.00	6,255.00
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
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
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

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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 0.00 699,790.00	15,551.67 16,094.17 2,170.00 2,712.50	0.00 0.00 0.00 2,712.50	2,712.50
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
26444HAE1	DUKE ENERGY FLORIDA LLC 3.8 07/15/2028	06/04/2025 06/05/2025 1,000,000.00	985,120.00 0.00 0.00 985,120.00	17,522.22 19,000.00 1,688.89 3,166.67	0.00 0.00 0.00 3,166.67	3,166.67
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	03/24/2025 03/25/2025 3,000,000.00	3,039,480.00 0.00 0.00 3,039,480.00	41,625.00 0.00 52,875.00 11,250.00	0.00 0.00 0.00 11,250.00	11,250.00
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

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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
3130AYPNO	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
3130B0TY5	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
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

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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 678,388.30	938,253.28 0.00 (261,295.95) 676,957.33	2,591.92 2,591.92 1,870.09 1,870.09	0.00 0.00 0.00 1,870.09	1,870.09
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
3137BTUM1	FHMS K-061 A2 3.347 11/25/2026	09/22/2022 09/27/2022 864,705.44	835,475.57 0.00 (1,811.71) 833,663.87	2,417.05 2,417.05 2,411.81 2,411.81	0.00 0.00 0.00 2,411.81	2,411.81
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

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3137FBU79	FHMS K-069 A2 3.187 09/25/2027	05/18/2023 05/23/2023 1,224,526.85	1,178,357.91 0.00 (2,094.63) 1,176,263.28	3,257.93 3,257.93 3,252.14 3,252.14	0.00 0.00 0.00 3,252.14	3,252.14
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
3137FK4M5	FHMS K-085 A2 4.06 10/25/2028	05/07/2025 05/12/2025 2,000,000.00	1,990,703.13 0.00 0.00 1,990,703.13	6,766.67 6,766.67 6,766.67 6,766.67	0.00 0.00 0.00 6,766.67	6,766.67
3137FLMV3	FHMS K-090 A2 3.422 02/25/2029	03/27/2025 03/31/2025 2,000,000.00	1,932,500.00 0.00 0.00 1,932,500.00	5,703.33 5,703.33 5,703.33 5,703.33	0.00 0.00 0.00 5,703.33	5,703.33
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
3137HA4B9	FHMS K-751 A2 4.412 03/25/2030	03/26/2025 03/31/2025 2,000,000.00	1,997,890.63 0.00 0.00 1,997,890.63	7,353.33 7,353.33 7,353.33 7,353.33	0.00 0.00 0.00 7,353.33	7,353.33
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
362549AD9	GMCAR 2025-2 A3 4.28 04/16/2030	05/06/2025 05/14/2025 370,000.00	369,945.54 0.00 0.00 369,945.54	659.83 1,319.67 659.83 1,319.67	0.00 0.00 0.00 1,319.67	1,319.67
362554AC1	GMCAR 2021-4 A3 0.68 09/16/2026	10/13/2021 10/21/2021 0.00	630.08 0.00 (630.08) 0.00	0.18 0.36 0.00 0.18	0.00 0.00 0.00 0.18	0.18

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36265WAD5	GMCAR 2022-3 A3 3.64 04/16/2027	07/06/2022 07/13/2022 71,109.60	86,628.22 0.00 (15,519.12) 71,109.10	131.39 262.77 107.85 239.23	0.00 0.00 0.00 239.23	239.23
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
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	05/20/2025 05/29/2025 705,000.00	704,988.30 0.00 0.00 704,988.30	986.61 2,690.75 986.61 2,690.75	0.00 0.00 0.00 2,690.75	2,690.75
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	08/08/2023 08/16/2023 124,876.12	158,398.48 0.00 (33,537.33) 124,861.15	260.42 710.24 205.28 655.10	0.00 0.00 0.00 655.10	655.10
380146AC4	GMCAR 2022-1 A3 1.26 11/16/2026	01/11/2022 01/19/2022 0.00	6,619.20 0.00 (6,619.20) 0.00	3.48 6.95 0.00 3.47	0.00 0.00 0.00 3.47	3.47
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
43815PAC3	HAROT 2022-2 A3 3.73 07/20/2026	08/15/2022 08/24/2022 53,403.80	70,803.23 0.00 (17,402.61) 53,400.62	95.37 220.09 71.93 196.65	0.00 0.00 0.00 196.65	196.65

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44935XAD7	HART 2025-B A3 4.36 12/17/2029	06/03/2025 06/11/2025 585,000.00	584,947.18 0.00 0.00 584,947.18	1,417.00 2,408.90 1,133.60 2,125.50	0.00 0.00 0.00 2,125.50	2,125.50
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
459058LT8	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028	04/29/2025 05/06/2025 1,335,000.00	1,332,036.30 0.00 0.00 1,332,036.30	7,393.49 0.00 11,426.30 4,032.81	0.00 0.00 0.00 4,032.81	4,032.81
47787JAC2	JDOT 2022 A3 2.32 09/15/2026	03/10/2022 03/16/2022 32,510.31	42,442.37 0.00 (9,939.25) 32,503.12	43.77 82.07 33.52 71.82	0.00 0.00 0.00 71.82	71.82
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	03/04/2025 03/11/2025 670,000.00	669,957.86 0.00 0.00 669,957.86	1,259.60 2,361.75 1,259.60 2,361.75	0.00 0.00 0.00 2,361.75	2,361.75
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
57629TBW6	MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028	03/20/2025 03/27/2025 1,340,000.00	1,338,405.40 0.00 0.00 1,338,405.40	15,570.06 0.00 20,539.22 4,969.17	0.00 0.00 0.00 4,969.17	4,969.17

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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
58768YAD7	MBALT 2025-A A3 4.61 04/16/2029	05/14/2025 05/21/2025 770,000.00	769,906.14 0.00 0.00 769,906.14	1,577.64 2,958.08 1,577.64 2,958.08	0.00 0.00 0.00 2,958.08	2,958.08
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
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 0.00	994,030.00 0.00 (994,030.00) 0.00	21,315.44 23,395.00 0.00 2,079.56	0.00 0.00 0.00 2,079.56	2,079.56
63743HFW7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.75 02/07/2028	06/17/2025 06/18/2025 1,500,000.00	1,512,345.00 0.00 0.00 1,512,345.00	28,500.00 0.00 34,437.50 5,937.50	0.00 0.00 0.00 5,937.50	5,937.50
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

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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
713448GL6	PEPSICO INC 4.1 01/15/2029	07/24/2025 07/25/2025 1,000,000.00	0.00 997,190.00 0.00 997,190.00	0.00 (227.78) 911.11 683.33	0.00 0.00 0.00 683.33	683.33
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
74456QBX3	PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028	07/24/2025 07/25/2025 1,000,000.00	0.00 983,400.00 0.00 983,400.00	0.00 (14,600.00) 15,208.33 608.33	0.00 0.00 0.00 608.33	608.33
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
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
87612EBU9	TARGET CORP 4.35 06/15/2028	06/05/2025 06/10/2025 570,000.00	569,994.30 0.00 0.00 569,994.30	1,446.38 0.00 3,512.63 2,066.25	0.00 0.00 0.00 2,066.25	2,066.25
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

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90331HPS6	US BANK NA 4.73 05/15/2028	05/12/2025 05/15/2025 1,330,000.00	1,330,000.00 0.00 0.00 1,330,000.00	8,038.37 0.00 13,280.79 5,242.42	0.00 0.00 0.00 5,242.42	5,242.42
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	4,023.10 0.00 6,676.63 2,653.53	0.00 0.00 0.00 2,653.53	2,653.53
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	28,411.60 0.00 34,887.78 6,476.17	0.00 0.00 0.00 6,476.17	6,476.17
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	27,002.76 0.00 33,157.80 6,155.04	0.00 0.00 0.00 6,155.04	6,155.04
9128285C0	UNITED STATES TREASURY 3.0 09/30/2025	09/30/2025 3,250,000.00	3,259,882.81 0.00 0.00 3,259,882.81	24,508.20 0.00 32,766.39 8,258.20	0.00 0.00 0.00 8,258.20	8,258.20
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	12,635.87 0.00 18,953.80 6,317.93	0.00 0.00 0.00 6,317.93	6,317.93
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	7,982.34 0.00 13,247.28 5,264.95	0.00 0.00 0.00 5,264.95	5,264.95
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	178.33 0.00 5,706.52 5,528.19	0.00 0.00 0.00 5,528.19	5,528.19
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	14,139.34 0.00 18,903.69 4,764.34	0.00 0.00 0.00 4,764.34	4,764.34

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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	7,184.10 0.00 11,922.55 4,738.45	0.00 0.00 0.00 4,738.45	4,738.45
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	7,663.04 0.00 12,717.39 5,054.35	0.00 0.00 0.00 5,054.35	5,054.35
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	83.22 0.00 2,663.04 2,579.82	0.00 0.00 0.00 2,579.82	2,579.82
91282CAB7	UNITED STATES TREASURY 0.25 07/31/2025	12/02/2021 12/03/2021 0.00	1,942,031.25 0.00 (1,942,031.25) 0.00	2,085.64 2,500.00 0.00 414.36	0.00 0.00 0.00 414.36	414.36
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	15,710.38 0.00 21,004.10 5,293.72	0.00 0.00 0.00 5,293.72	5,293.72
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	114.81 0.00 3,673.91 3,559.10	0.00 0.00 0.00 3,559.10	3,559.10
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	22,941.99 27,500.00 149.46 4,707.47	0.00 0.00 0.00 4,707.47	4,707.47
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	26,112.43 0.00 32,693.61 6,581.18	0.00 0.00 0.00 6,581.18	6,581.18
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	28,723.68 0.00 35,962.98 7,239.30	0.00 0.00 0.00 7,239.30	7,239.30

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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	16,590.16 0.00 22,180.33 5,590.16	0.00 0.00 0.00 5,590.16	5,590.16
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	02/12/2025 02/14/2025 1,700,000.00	1,665,203.13 0.00 0.00 1,665,203.13	11,456.52 0.00 17,184.78 5,728.26	0.00 0.00 0.00 5,728.26	5,728.26
91282CFY2	UNITED STATES TREASURY 3.875 11/30/2029	03/24/2025 03/25/2025 3,000,000.00	2,976,679.69 0.00 0.00 2,976,679.69	9,846.31 0.00 19,692.62 9,846.31	0.00 0.00 0.00 9,846.31	9,846.31
91282CGB1	UNITED STATES TREASURY 3.875 12/31/2029	07/30/2025 07/31/2025 3,000,000.00	0.00 2,995,312.50 0.00 2,995,312.50	0.00 (9,792.80) 10,108.70 315.90	0.00 0.00 0.00 315.90	315.90
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	21,899.17 26,250.00 142.66 4,493.49	0.00 0.00 0.00 4,493.49	4,493.49
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	15,778.69 0.00 22,131.15 6,352.46	0.00 0.00 0.00 6,352.46	6,352.46
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	31,961.62 0.00 40,016.98 8,055.37	0.00 0.00 0.00 8,055.37	8,055.37
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	33,370.17 40,000.00 217.39 6,847.23	0.00 0.00 0.00 6,847.23	6,847.23
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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92348KDY6	VZMT 2025-3 A1A 4.51 03/20/2030	03/25/2025	1,049,954.85	1,446.96	0.00	3,946.25
		03/31/2025	0.00	3,946.25	0.00	
		1,050,000.00	0.00	1,446.96	0.00	
			1,049,954.85	3,946.25	3,946.25	
92970QAJ4	WFCIT 2025-1 A 4.34 05/15/2030	06/03/2025	1,209,979.91	3,063.32	0.00	4,376.17
		06/10/2025	0.00	5,105.53	0.00	
		1,210,000.00	0.00	2,333.96	0.00	
			1,209,979.91	4,376.17	4,376.17	
			149,513,789.07	1,258,287.23	0.00	
			4,975,902.50	468,780.92	0.00	
			(3,296,452.62)	1,269,685.61	0.00	
Total Fixed Income		153,935,522.84	151,193,238.95	480,179.30	480,179.30	480,179.30
			150,913,261.27	1,258,287.23	0.00	
			6,431,459.69	474,989.33	0.00	
			(5,892,817.32)	1,269,685.61	0.00	
TOTAL PORTFOLIO		154,193,825.62	151,451,541.73	486,387.71	486,387.71	486,387.71

CASH FLOW REPORT



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
AUGUST 2025							
08/01/2025	Dividend	31846V567	0.00		5,846.33		5,846.33
08/07/2025	Coupon	63743HFW7	1,500,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.75 02/07/2028		35,625.00	35,625.00
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	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
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	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
08/15/2025	Coupon	47787JAC2	32,510.31	JDOT 2022 A3 2.32 09/15/2026		58.76	58.76
08/15/2025	Principal Paydown	47787JAC2	32,510.31	JDOT 2022 A3 2.32 09/15/2026	11,277.40		11,277.40
08/15/2025	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
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	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
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
08/15/2025	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
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	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
08/18/2025	Coupon	36265WAD5	71,109.60	GMCAR 2022-3 A3 3.64 04/16/2027		236.51	236.51

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/18/2025	Principal Paydown	36265WAD5	71,109.60	GMCAR 2022-3 A3 3.64 04/16/2027	14,410.18		14,410.18
08/18/2025	Coupon	43815PAC3	53,403.80	HAROT 2022-2 A3 3.73 07/20/2026		172.36	172.36
08/18/2025	Principal Paydown	43815PAC3	53,403.80	HAROT 2022-2 A3 3.73 07/20/2026	14,901.34		14,901.34
08/20/2025	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		1,929.96	1,929.96
08/20/2025	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	48,437.27		48,437.27
08/20/2025	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,814.13	2,814.13
08/20/2025	Coupon	379929AD4	124,876.12	GMALT 2023-3 A3 5.38 11/20/2026		592.62	592.62
08/20/2025	Principal Paydown	379929AD4	124,876.12	GMALT 2023-3 A3 5.38 11/20/2026	31,304.24		31,304.24
08/20/2025	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
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	19,002.42	BMWOT 2022-A A3 3.21 08/25/2026		51.46	51.46
08/25/2025	Principal Paydown	05602RAD3	19,002.42	BMWOT 2022-A A3 3.21 08/25/2026	10,932.19		10,932.19
08/25/2025	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		4,150.00	4,150.00
08/25/2025	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	65,398.29		65,398.29
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	678,388.30	FHMS K-051 A2 3.308 09/25/2025		1,870.09	1,870.09
08/25/2025	Principal Paydown	3137BM7C4	678,388.30	FHMS K-051 A2 3.308 09/25/2025	239,272.07		239,272.07
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	864,705.44	FHMS K-061 A2 3.347 11/25/2026		2,411.81	2,411.81
08/25/2025	Principal Paydown	3137BTUM1	864,705.44	FHMS K-061 A2 3.347 11/25/2026	1,780.98		1,780.98
08/25/2025	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.89	2,463.89
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	1,224,526.85	FHMS K-069 A2 3.187 09/25/2027		3,252.14	3,252.14
08/25/2025	Principal Paydown	3137FBU79	1,224,526.85	FHMS K-069 A2 3.187 09/25/2027	2,052.92		2,052.92
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	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
08/25/2025	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
08/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
08/25/2025	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
08/26/2025	Coupon	17275RBQ4	1,500,000.00	CISCO SYSTEMS INC 4.8 02/26/2027		36,000.00	36,000.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
August 2025 Total					2,820,613.22	463,297.16	3,283,910.38
SEPTEMBER 2025							
09/02/2025	Coupon	74456QBX3	1,000,000.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028		18,250.00	18,250.00
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
09/10/2025	Coupon	3130ATS57	3,000,000.00	FEDERAL HOME LOAN BANKS 4.5 03/10/2028		67,500.00	67,500.00
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	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
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	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
09/15/2025	Coupon	47787JAC2	32,510.31	JDOT 2022 A3 2.32 09/15/2026		36.96	36.96
09/15/2025	Principal Paydown	47787JAC2	32,510.31	JDOT 2022 A3 2.32 09/15/2026	10,984.00		10,984.00
09/15/2025	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
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	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
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
09/15/2025	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
09/16/2025	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
09/16/2025	Coupon	36265WAD5	71,109.60	GMCAR 2022-3 A3 3.64 04/16/2027		192.80	192.80
09/16/2025	Principal Paydown	36265WAD5	71,109.60	GMCAR 2022-3 A3 3.64 04/16/2027	14,096.67		14,096.67
09/18/2025	Coupon	43815PAC3	53,403.80	HAROT 2022-2 A3 3.73 07/20/2026		126.04	126.04
09/18/2025	Principal Paydown	43815PAC3	53,403.80	HAROT 2022-2 A3 3.73 07/20/2026	14,542.73		14,542.73
09/18/2025	Coupon	857477CL5	1,210,000.00	STATE STREET CORP 4.993 03/18/2027		30,207.65	30,207.65

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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		1,724.50	1,724.50
09/22/2025	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	39,835.16		39,835.16
09/22/2025	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,814.13	2,814.13
09/22/2025	Coupon	379929AD4	124,876.12	GMALT 2023-3 A3 5.38 11/20/2026		452.27	452.27
09/22/2025	Principal Paydown	379929AD4	124,876.12	GMALT 2023-3 A3 5.38 11/20/2026	36,040.18		36,040.18
09/22/2025	Coupon	89236TKJ3	1,000,000.00	TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027		22,750.00	22,750.00
09/22/2025	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
09/25/2025	Coupon	05602RAD3	19,002.42	BMWOT 2022-A A3 3.21 08/25/2026		22.22	22.22
09/25/2025	Effective Maturity	05602RAD3	19,002.42	BMWOT 2022-A A3 3.21 08/25/2026	8,306.95		8,306.95
09/25/2025	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		3,878.60	3,878.60
09/25/2025	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	84,939.67		84,939.67
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	678,388.30	FHMS K-051 A2 3.308 09/25/2025		1,210.50	1,210.50
09/25/2025	Final Maturity	3137BM7C4	678,388.30	FHMS K-051 A2 3.308 09/25/2025	439,116.24		439,116.24
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	864,705.44	FHMS K-061 A2 3.347 11/25/2026		2,406.84	2,406.84
09/25/2025	Principal Paydown	3137BTUM1	864,705.44	FHMS K-061 A2 3.347 11/25/2026	1,786.38		1,786.38
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	1,224,526.85	FHMS K-069 A2 3.187 09/25/2027		3,246.69	3,246.69
09/25/2025	Principal Paydown	3137FBU79	1,224,526.85	FHMS K-069 A2 3.187 09/25/2027	2,059.43		2,059.43
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	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
09/25/2025	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
09/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
09/25/2025	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
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

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/29/2025	Coupon	57629TBW6	1,340,000.00	MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028		29,815.00	29,815.00
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					4,901,707.41	729,911.51	5,631,618.92
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
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	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
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	64,564.29		64,564.29
10/15/2025	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
10/15/2025	Coupon	47787JAC2	32,510.31	JDOT 2022 A3 2.32 09/15/2026		15.72	15.72
10/15/2025	Effective Maturity	47787JAC2	32,510.31	JDOT 2022 A3 2.32 09/15/2026	8,133.10		8,133.10
10/15/2025	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
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	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
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
10/15/2025	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
10/16/2025	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/16/2025	Coupon	36265WAD5	71,109.60	GMCAR 2022-3 A3 3.64 04/16/2027		150.04	150.04
10/16/2025	Principal Paydown	36265WAD5	71,109.60	GMCAR 2022-3 A3 3.64 04/16/2027	13,203.10		13,203.10
10/20/2025	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		1,555.54	1,555.54
10/20/2025	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	53,233.66		53,233.66
10/20/2025	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,814.13	2,814.13
10/20/2025	Coupon	379929AD4	124,876.12	GMALT 2023-3 A3 5.38 11/20/2026		290.69	290.69
10/20/2025	Principal Paydown	379929AD4	124,876.12	GMALT 2023-3 A3 5.38 11/20/2026	33,724.55		33,724.55
10/20/2025	Coupon	43815PAC3	53,403.80	HAROT 2022-2 A3 3.73 07/20/2026		80.84	80.84
10/20/2025	Principal Paydown	43815PAC3	53,403.80	HAROT 2022-2 A3 3.73 07/20/2026	14,010.30		14,010.30
10/20/2025	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
10/27/2025	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		3,526.10	3,526.10
10/27/2025	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	85,593.41		85,593.41
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	864,705.44	FHMS K-061 A2 3.347 11/25/2026		2,401.86	2,401.86
10/27/2025	Principal Paydown	3137BTUM1	864,705.44	FHMS K-061 A2 3.347 11/25/2026	1,895.02		1,895.02
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	1,224,526.85	FHMS K-069 A2 3.187 09/25/2027		3,241.22	3,241.22
10/27/2025	Principal Paydown	3137FBU79	1,224,526.85	FHMS K-069 A2 3.187 09/25/2027	2,199.75		2,199.75
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	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
10/27/2025	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
10/27/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
10/27/2025	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
10/31/2025	Coupon	912828J5	2,500,000.00	UNITED STATES TREASURY 3.0 10/31/2025		37,500.00	37,500.00
10/31/2025	Final Maturity	912828J5	2,500,000.00	UNITED STATES TREASURY 3.0 10/31/2025	2,500,000.00		2,500,000.00
10/31/2025	Coupon	91282CFT3	1,700,000.00	UNITED STATES TREASURY 4.0 10/31/2029		34,000.00	34,000.00
October 2025 Total					2,776,557.18	296,259.69	3,072,816.87
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

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
11/05/2025	Coupon	459058LT8	1,335,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028		24,062.45	24,062.45
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	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
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	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
11/17/2025	Coupon	36265WAD5	71,109.60	GMCAR 2022-3 A3 3.64 04/16/2027		109.99	109.99
11/17/2025	Principal Paydown	36265WAD5	71,109.60	GMCAR 2022-3 A3 3.64 04/16/2027	12,481.14		12,481.14
11/17/2025	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		5,146.77	5,146.77
11/17/2025	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	70,746.95		70,746.95
11/17/2025	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
11/17/2025	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
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	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
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	90331HPS6	1,330,000.00	US BANK NA 4.73 05/15/2028		31,454.50	31,454.50
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

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/17/2025	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
11/18/2025	Coupon	43815PAC3	53,403.80	HAROT 2022-2 A3 3.73 07/20/2026		37.29	37.29
11/18/2025	Effective Maturity	43815PAC3	53,403.80	HAROT 2022-2 A3 3.73 07/20/2026	11,996.28		11,996.28
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		1,329.74	1,329.74
11/20/2025	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	49,606.55		49,606.55
11/20/2025	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,814.13	2,814.13
11/20/2025	Coupon	379929AD4	124,876.12	GMALT 2023-3 A3 5.38 11/20/2026		139.49	139.49
11/20/2025	Effective Maturity	379929AD4	124,876.12	GMALT 2023-3 A3 5.38 11/20/2026	31,113.03		31,113.03
11/20/2025	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
11/25/2025	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		3,170.88	3,170.88
11/25/2025	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	89,090.93		89,090.93
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	864,705.44	FHMS K-061 A2 3.347 11/25/2026		2,396.57	2,396.57
11/25/2025	Principal Paydown	3137BTUM1	864,705.44	FHMS K-061 A2 3.347 11/25/2026	1,797.57		1,797.57
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	1,224,526.85	FHMS K-069 A2 3.187 09/25/2027		3,235.38	3,235.38
11/25/2025	Principal Paydown	3137FBU79	1,224,526.85	FHMS K-069 A2 3.187 09/25/2027	2,072.95		2,072.95
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	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
11/25/2025	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
11/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
11/25/2025	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
November 2025							
Total					2,768,905.40	453,628.66	3,222,534.06
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

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/01/2025	Coupon	91282CFY2	3,000,000.00	UNITED STATES TREASURY 3.875 11/30/2029		58,125.00	58,125.00
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	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
12/15/2025	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
12/15/2025	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		4,839.61	4,839.61
12/15/2025	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	66,897.67		66,897.67
12/15/2025	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
12/15/2025	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
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	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
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
12/15/2025	Coupon	87612EBU9	570,000.00	TARGET CORP 4.35 06/15/2028		12,741.88	12,741.88
12/15/2025	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
12/16/2025	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
12/16/2025	Coupon	36265WAD5	71,109.60	GMCAR 2022-3 A3 3.64 04/16/2027		72.13	72.13
12/16/2025	Principal Paydown	36265WAD5	71,109.60	GMCAR 2022-3 A3 3.64 04/16/2027	11,867.00		11,867.00
12/22/2025	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		1,119.32	1,119.32
12/22/2025	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	44,703.09		44,703.09
12/22/2025	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,814.13	2,814.13
12/22/2025	Coupon	58989V2F0	1,000,000.00	MET TOWER GLOBAL FUNDING 5.4 06/20/2026		27,000.00	27,000.00
12/22/2025	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
12/25/2025	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		2,801.16	2,801.16
12/25/2025	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	76,333.45		76,333.45
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	864,705.44	FHMS K-061 A2 3.347 11/25/2026		2,391.56	2,391.56
12/25/2025	Principal Paydown	3137BTUM1	864,705.44	FHMS K-061 A2 3.347 11/25/2026	1,905.77		1,905.77

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	1,224,526.85	FHMS K-069 A2 3.187 09/25/2027		3,229.87	3,229.87
12/25/2025	Principal Paydown	3137FBU79	1,224,526.85	FHMS K-069 A2 3.187 09/25/2027	2,212.77		2,212.77
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	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
12/25/2025	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
12/25/2025	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
12/25/2025	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
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
12/31/2025	Coupon	91282CGB1	3,000,000.00	UNITED STATES TREASURY 3.875 12/31/2029		58,125.00	58,125.00
December 2025							
Total					3,128,919.75	496,382.38	3,625,302.13
JANUARY 2026							
01/07/2026	Coupon	24422EXZ7	700,000.00	JOHN DEERE CAPITAL CORP 4.65 01/07/2028		16,275.00	16,275.00
01/08/2026	Coupon	24422EXF1	1,000,000.00	JOHN DEERE CAPITAL CORP 4.5 01/08/2027		22,500.00	22,500.00
01/12/2026	Coupon	459058KT9	500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		8,750.00	8,750.00
01/15/2026	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
01/15/2026	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
01/15/2026	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
01/15/2026	Coupon	26444HAE1	1,000,000.00	DUKE ENERGY FLORIDA LLC 3.8 07/15/2028		19,000.00	19,000.00
01/15/2026	Coupon	3130AYPN0	2,000,000.00	FEDERAL HOME LOAN BANKS 4.125 01/15/2027		41,250.00	41,250.00
01/15/2026	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		4,549.16	4,549.16
01/15/2026	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	65,582.84		65,582.84
01/15/2026	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2026	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
01/15/2026	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,384.67	1,384.67
01/15/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	26,747.95		26,747.95
01/15/2026	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
01/15/2026	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,921.13	1,921.13
01/15/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	40,867.71		40,867.71
01/15/2026	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,551.85	1,551.85
01/15/2026	Principal Paydown	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028	21,099.20		21,099.20
01/15/2026	Coupon	713448GL6	1,000,000.00	PEPSICO INC 4.1 01/15/2029		19,588.89	19,588.89
01/15/2026	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
01/16/2026	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
01/16/2026	Coupon	36265WAD5	71,109.60	GMCAR 2022-3 A3 3.64 04/16/2027		36.14	36.14
01/16/2026	Principal Paydown	36265WAD5	71,109.60	GMCAR 2022-3 A3 3.64 04/16/2027	11,640.84		11,640.84
01/20/2026	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		929.71	929.71
01/20/2026	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	45,560.31		45,560.31
01/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,814.13	2,814.13
01/20/2026	Coupon	78016HJT0	1,245,000.00	ROYAL BANK OF CANADA 4.875 01/19/2027		30,346.88	30,346.88
01/20/2026	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
01/22/2026	Coupon	3133EPW68	1,400,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026		28,875.00	28,875.00
01/22/2026	Final Maturity	3133EPW68	1,400,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026	1,400,000.00		1,400,000.00
01/26/2026	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		2,484.37	2,484.37
01/26/2026	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	139,544.26		139,544.26
01/26/2026	Coupon	09290DAH4	750,000.00	BLACKROCK INC 4.6 07/26/2027		17,250.00	17,250.00
01/26/2026	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,590.00	2,590.00
01/26/2026	Principal Paydown	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029	16,569.44		16,569.44
01/26/2026	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
01/26/2026	Coupon	3137BTUM1	864,705.44	FHMS K-061 A2 3.347 11/25/2026		2,386.24	2,386.24
01/26/2026	Principal Paydown	3137BTUM1	864,705.44	FHMS K-061 A2 3.347 11/25/2026	1,808.82		1,808.82
01/26/2026	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
01/26/2026	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/26/2026	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
01/26/2026	Coupon	3137FBU79	1,224,526.85	FHMS K-069 A2 3.187 09/25/2027		3,223.99	3,223.99
01/26/2026	Principal Paydown	3137FBU79	1,224,526.85	FHMS K-069 A2 3.187 09/25/2027	2,086.55		2,086.55
01/26/2026	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
01/26/2026	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
01/26/2026	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
01/26/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
01/26/2026	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
01/27/2026	Coupon	06368MJG0	1,500,000.00	BANK OF MONTREAL 5.004 01/27/2029		37,530.00	37,530.00
01/30/2026	Coupon	3133EPZY4	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026		50,000.00	50,000.00
January 2026 Total					1,771,507.94	385,108.48	2,156,616.42
FEBRUARY 2026							
02/02/2026	Coupon	91282CFB2	2,000,000.00	UNITED STATES TREASURY 2.75 07/31/2027		27,500.00	27,500.00
02/02/2026	Coupon	91282CGH8	1,500,000.00	UNITED STATES TREASURY 3.5 01/31/2028		26,250.00	26,250.00
02/02/2026	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
02/09/2026	Coupon	63743HFW7	1,500,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.75 02/07/2028		35,625.00	35,625.00
02/10/2026	Coupon	69371RS56	1,450,000.00	PACCAR FINANCIAL CORP 5.05 08/10/2026		36,612.50	36,612.50
02/16/2026	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
02/16/2026	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
02/16/2026	Coupon	36265WAD5	71,109.60	GMCAR 2022-3 A3 3.64 04/16/2027		0.83	0.83
02/16/2026	Effective Maturity	36265WAD5	71,109.60	GMCAR 2022-3 A3 3.64 04/16/2027	272.88		272.88
02/16/2026	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		4,264.42	4,264.42
02/16/2026	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	64,624.52		64,624.52
02/16/2026	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
02/16/2026	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
02/16/2026	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,274.11	1,274.11
02/16/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	20,190.55		20,190.55
02/16/2026	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
02/16/2026	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,777.07	1,777.07
02/16/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	42,860.65		42,860.65

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02/16/2026	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,458.31	1,458.31
02/16/2026	Principal Paydown	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028	23,996.69		23,996.69
02/17/2026	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
02/17/2026	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
02/17/2026	Coupon	3133EPSW6	2,405,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026		54,112.50	54,112.50
02/17/2026	Coupon	532457CP1	1,250,000.00	ELI LILLY AND CO 4.15 08/14/2027		25,937.50	25,937.50
02/17/2026	Coupon	9128283W8	2,750,000.00	UNITED STATES TREASURY 2.75 02/15/2028		37,812.50	37,812.50
02/17/2026	Coupon	9128284V9	2,500,000.00	UNITED STATES TREASURY 2.875 08/15/2028		35,937.50	35,937.50
02/17/2026	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
02/18/2026	Coupon	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026		27,630.00	27,630.00
02/20/2026	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		736.45	736.45
02/20/2026	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	48,105.91		48,105.91
02/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,814.13	2,814.13
02/20/2026	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
02/23/2026	Coupon	023135BC9	1,000,000.00	AMAZON.COM INC 3.15 08/22/2027		15,750.00	15,750.00
02/23/2026	Coupon	037833BY5	1,000,000.00	APPLE INC 3.25 02/23/2026		16,250.00	16,250.00
02/23/2026	Final Maturity	037833BY5	1,000,000.00	APPLE INC 3.25 02/23/2026	1,000,000.00		1,000,000.00
02/25/2026	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		1,905.27	1,905.27
02/25/2026	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	110,535.83		110,535.83
02/25/2026	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,518.48	2,518.48
02/25/2026	Principal Paydown	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029	32,524.30		32,524.30
02/25/2026	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
02/25/2026	Coupon	3137BTUM1	864,705.44	FHMS K-061 A2 3.347 11/25/2026		2,381.20	2,381.20
02/25/2026	Principal Paydown	3137BTUM1	864,705.44	FHMS K-061 A2 3.347 11/25/2026	1,814.30		1,814.30
02/25/2026	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
02/25/2026	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
02/25/2026	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
02/25/2026	Coupon	3137FBU79	1,224,526.85	FHMS K-069 A2 3.187 09/25/2027		3,218.45	3,218.45
02/25/2026	Principal Paydown	3137FBU79	1,224,526.85	FHMS K-069 A2 3.187 09/25/2027	2,093.15		2,093.15
02/25/2026	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
02/25/2026	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67

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02/25/2026	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
02/25/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
02/25/2026	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
02/26/2026	Coupon	17275RBQ4	1,500,000.00	CISCO SYSTEMS INC 4.8 02/26/2027		36,000.00	36,000.00
February 2026							
Total					1,347,018.78	507,637.54	1,854,656.32
MARCH 2026							
03/02/2026	Coupon	74456QBX3	1,000,000.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028		18,250.00	18,250.00
03/02/2026	Coupon	91282CFH9	2,500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		39,062.50	39,062.50
03/02/2026	Coupon	91282CFJ5	2,750,000.00	UNITED STATES TREASURY 3.125 08/31/2029		42,968.75	42,968.75
03/02/2026	Coupon	91282CKD2	2,250,000.00	UNITED STATES TREASURY 4.25 02/28/2029		47,812.50	47,812.50
03/10/2026	Coupon	3130ATS57	3,000,000.00	FEDERAL HOME LOAN BANKS 4.5 03/10/2028		67,500.00	67,500.00
03/11/2026	Coupon	3130AWTQ3	4,500,000.00	FEDERAL HOME LOAN BANKS 4.625 09/11/2026		104,062.50	104,062.50
03/16/2026	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
03/16/2026	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
03/16/2026	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
03/16/2026	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
03/16/2026	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		3,983.84	3,983.84
03/16/2026	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	62,650.30		62,650.30
03/16/2026	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
03/16/2026	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
03/16/2026	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,190.65	1,190.65
03/16/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	14,099.50		14,099.50
03/16/2026	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
03/16/2026	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,625.98	1,625.98
03/16/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	44,583.33		44,583.33
03/16/2026	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,351.92	1,351.92
03/16/2026	Principal Paydown	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028	22,602.33		22,602.33
03/16/2026	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
03/18/2026	Coupon	857477CL5	1,210,000.00	STATE STREET CORP 4.993 03/18/2027		30,207.65	30,207.65

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03/20/2026	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		532.41	532.41
03/20/2026	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	51,596.87		51,596.87
03/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,814.13	2,814.13
03/20/2026	Coupon	89236TKJ3	1,000,000.00	TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027		22,750.00	22,750.00
03/20/2026	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
03/23/2026	Coupon	3133EPWK7	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028		45,000.00	45,000.00
03/25/2026	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		1,446.54	1,446.54
03/25/2026	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	111,977.56		111,977.56
03/25/2026	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,378.08	2,378.08
03/25/2026	Principal Paydown	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029	31,528.03		31,528.03
03/25/2026	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
03/25/2026	Coupon	3137BTUM1	864,705.44	FHMS K-061 A2 3.347 11/25/2026		2,376.14	2,376.14
03/25/2026	Principal Paydown	3137BTUM1	864,705.44	FHMS K-061 A2 3.347 11/25/2026	2,125.95		2,125.95
03/25/2026	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
03/25/2026	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
03/25/2026	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
03/25/2026	Coupon	3137FBU79	1,224,526.85	FHMS K-069 A2 3.187 09/25/2027		3,212.89	3,212.89
03/25/2026	Principal Paydown	3137FBU79	1,224,526.85	FHMS K-069 A2 3.187 09/25/2027	2,497.15		2,497.15
03/25/2026	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
03/25/2026	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
03/25/2026	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
03/25/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
03/25/2026	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
03/26/2026	Coupon	3133EP6K6	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027		22,500.00	22,500.00
03/27/2026	Coupon	57629TBW6	1,340,000.00	MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028		29,815.00	29,815.00
03/31/2026	Coupon	9128286L9	2,500,000.00	UNITED STATES TREASURY 2.25 03/31/2026		28,125.00	28,125.00
03/31/2026	Final Maturity	9128286L9	2,500,000.00	UNITED STATES TREASURY 2.25 03/31/2026	2,500,000.00		2,500,000.00
03/31/2026	Coupon	91282CEF4	2,500,000.00	UNITED STATES TREASURY 2.5 03/31/2027		31,250.00	31,250.00
03/31/2026	Coupon	91282CFM8	1,600,000.00	UNITED STATES TREASURY 4.125 09/30/2027		33,000.00	33,000.00

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March 2026 Total					2,843,661.01	653,087.82	3,496,748.84
APRIL 2026							
04/01/2026	Coupon	64952WFJ7	1,000,000.00	NEW YORK LIFE GLOBAL FUNDING 3.9 10/01/2027		19,500.00	19,500.00
04/09/2026	Coupon	3130B0TY5	1,500,000.00	FEDERAL HOME LOAN BANKS 4.75 04/09/2027		35,625.00	35,625.00
04/10/2026	Coupon	57629W6F2	750,000.00	MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026		16,875.00	16,875.00
04/10/2026	Final Maturity	57629W6F2	750,000.00	MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026	750,000.00		750,000.00
04/15/2026	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
04/15/2026	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
04/15/2026	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
04/15/2026	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		3,711.84	3,711.84
04/15/2026	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	64,638.90		64,638.90
04/15/2026	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
04/15/2026	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
04/15/2026	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,132.38	1,132.38
04/15/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	17,464.44		17,464.44
04/15/2026	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
04/15/2026	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,468.83	1,468.83
04/15/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	51,669.29		51,669.29
04/15/2026	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,251.72	1,251.72
04/15/2026	Principal Paydown	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028	25,204.87		25,204.87
04/15/2026	Coupon	91282CGV7	2,000,000.00	UNITED STATES TREASURY 3.75 04/15/2026		37,500.00	37,500.00
04/15/2026	Final Maturity	91282CGV7	2,000,000.00	UNITED STATES TREASURY 3.75 04/15/2026	2,000,000.00		2,000,000.00
04/15/2026	Coupon	91324PDE9	1,250,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		18,437.50	18,437.50
04/15/2026	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
04/16/2026	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
04/20/2026	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		313.55	313.55
04/20/2026	Principal Paydown	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	55,941.51		55,941.51
04/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,814.13	2,814.13
04/20/2026	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/27/2026	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		981.83	981.83
04/27/2026	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	122,525.17		122,525.17
04/27/2026	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,241.98	2,241.98
04/27/2026	Principal Paydown	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029	31,701.50		31,701.50
04/27/2026	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
04/27/2026	Coupon	3137BTUM1	864,705.44	FHMS K-061 A2 3.347 11/25/2026		2,370.21	2,370.21
04/27/2026	Principal Paydown	3137BTUM1	864,705.44	FHMS K-061 A2 3.347 11/25/2026	1,826.33		1,826.33
04/27/2026	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
04/27/2026	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
04/27/2026	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
04/27/2026	Coupon	3137FBU79	1,224,526.85	FHMS K-069 A2 3.187 09/25/2027		3,206.26	3,206.26
04/27/2026	Principal Paydown	3137FBU79	1,224,526.85	FHMS K-069 A2 3.187 09/25/2027	2,107.77		2,107.77
04/27/2026	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
04/27/2026	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
04/27/2026	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
04/27/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
04/27/2026	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
04/30/2026	Coupon	91282CFT3	1,700,000.00	UNITED STATES TREASURY 4.0 10/31/2029		34,000.00	34,000.00
April 2026 Total					3,123,079.79	251,301.56	3,374,381.35
MAY 2026							
05/01/2026	Coupon	74456QBU9	750,000.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028		13,875.00	13,875.00
05/04/2026	Coupon	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026		16,750.00	16,750.00
05/04/2026	Final Maturity	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	1,000,000.00		1,000,000.00
05/05/2026	Coupon	459058LT8	1,335,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028		24,196.88	24,196.88
05/08/2026	Coupon	3133ERDZ1	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/08/2026		23,750.00	23,750.00
05/08/2026	Final Maturity	3133ERDZ1	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/08/2026	1,000,000.00		1,000,000.00
05/11/2026	Coupon	665859AW4	1,000,000.00	NORTHERN TRUST CORP 4.0 05/10/2027		20,000.00	20,000.00
05/11/2026	Coupon	713448FW3	510,000.00	PEPSICO INC 5.125 11/10/2026		13,068.75	13,068.75

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05/15/2026	Coupon	009158AY2	1,500,000.00	AIR PRODUCTS AND CHEMICALS INC 1.85 05/15/2027		13,875.00	13,875.00
05/15/2026	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
05/15/2026	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
05/15/2026	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
05/15/2026	Coupon	341081GN1	1,500,000.00	FLORIDA POWER & LIGHT CO 4.4 05/15/2028		33,000.00	33,000.00
05/15/2026	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		3,431.20	3,431.20
05/15/2026	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	62,135.96		62,135.96
05/15/2026	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
05/15/2026	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
05/15/2026	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		1,060.19	1,060.19
05/15/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	16,838.33		16,838.33
05/15/2026	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
05/15/2026	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,286.69	1,286.69
05/15/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	43,952.21		43,952.21
05/15/2026	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,139.98	1,139.98
05/15/2026	Principal Paydown	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028	25,557.99		25,557.99
05/15/2026	Coupon	90331HPS6	1,330,000.00	US BANK NA 4.73 05/15/2028		31,454.50	31,454.50
05/15/2026	Coupon	9128283F5	1,400,000.00	UNITED STATES TREASURY 2.25 11/15/2027		15,750.00	15,750.00
05/15/2026	Coupon	9128285M8	2,000,000.00	UNITED STATES TREASURY 3.125 11/15/2028		31,250.00	31,250.00
05/15/2026	Coupon	912828U24	3,000,000.00	UNITED STATES TREASURY 2.0 11/15/2026		30,000.00	30,000.00
05/15/2026	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
05/18/2026	Coupon	3130AXU63	1,750,000.00	FEDERAL HOME LOAN BANKS 4.625 11/17/2026		40,468.75	40,468.75
05/18/2026	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
05/20/2026	Coupon	3133ERFJ5	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 05/20/2027		22,500.00	22,500.00
05/20/2026	Coupon	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027		76.26	76.26
05/20/2026	Effective Maturity	36269FAD8	455,000.00	GMALT 2024-1 A3 5.09 03/22/2027	17,979.66		17,979.66
05/20/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,814.13	2,814.13
05/20/2026	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
05/25/2026	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		473.35	473.35

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05/25/2026	Principal Paydown	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	101,947.93		101,947.93
05/25/2026	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		2,105.14	2,105.14
05/25/2026	Principal Paydown	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029	30,428.65		30,428.65
05/25/2026	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
05/25/2026	Coupon	3137BTUM1	864,705.44	FHMS K-061 A2 3.347 11/25/2026		2,365.11	2,365.11
05/25/2026	Principal Paydown	3137BTUM1	864,705.44	FHMS K-061 A2 3.347 11/25/2026	1,933.42		1,933.42
05/25/2026	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
05/25/2026	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
05/25/2026	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
05/25/2026	Coupon	3137FBU79	1,224,526.85	FHMS K-069 A2 3.187 09/25/2027		3,200.66	3,200.66
05/25/2026	Principal Paydown	3137FBU79	1,224,526.85	FHMS K-069 A2 3.187 09/25/2027	2,246.33		2,246.33
05/25/2026	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
05/25/2026	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
05/25/2026	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
05/25/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
05/25/2026	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
May 2026 Total					2,303,020.47	417,762.93	2,720,783.40
JUNE 2026							
06/01/2026	Coupon	91282CFY2	3,000,000.00	UNITED STATES TREASURY 3.875 11/30/2029		58,125.00	58,125.00
06/08/2026	Coupon	48125LRU8	1,575,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		40,241.25	40,241.25
06/09/2026	Coupon	3130AVVX7	1,120,000.00	FEDERAL HOME LOAN BANKS 3.75 06/09/2028		21,000.00	21,000.00
06/09/2026	Coupon	3130AWC24	2,000,000.00	FEDERAL HOME LOAN BANKS 4.0 06/09/2028		40,000.00	40,000.00
06/12/2026	Coupon	3130AWLZ1	2,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026		47,500.00	47,500.00
06/12/2026	Final Maturity	3130AWLZ1	2,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	2,000,000.00		2,000,000.00
06/15/2026	Coupon	02582JKH2	640,000.00	AMXCA 2024-1 A 5.23 04/16/2029		2,789.33	2,789.33
06/15/2026	Coupon	02582JKP4	1,255,000.00	AMXCA 2025-2 A 4.28 04/15/2030		4,476.17	4,476.17
06/15/2026	Coupon	161571HT4	1,320,000.00	CHAIT 2023-1 A 5.16 09/15/2028		5,676.00	5,676.00
06/15/2026	Coupon	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028		3,161.42	3,161.42
06/15/2026	Principal Paydown	437918AC9	1,250,000.00	HAROT 2024-1 A3 5.21 08/15/2028	60,938.19		60,938.19
06/15/2026	Coupon	44935XAD7	585,000.00	HART 2025-B A3 4.36 12/17/2029		2,125.50	2,125.50
06/15/2026	Coupon	47800DAD6	670,000.00	JDOT 2025 A3 4.23 09/17/2029		2,361.75	2,361.75
06/15/2026	Coupon	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028		990.59	990.59

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06/15/2026	Principal Paydown	47800RAD5	335,000.00	JDOT 2024 A3 4.96 11/15/2028	15,200.22		15,200.22
06/15/2026	Coupon	58768YAD7	770,000.00	MBALT 2025-A A3 4.61 04/16/2029		2,958.08	2,958.08
06/15/2026	Coupon	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028		1,131.76	1,131.76
06/15/2026	Principal Paydown	58769GAD5	545,000.00	MBALT 2024-B A3 4.23 02/15/2028	41,462.21		41,462.21
06/15/2026	Coupon	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028		1,026.67	1,026.67
06/15/2026	Principal Paydown	58770JAD6	350,000.00	MBALT 2024-A A3 5.32 01/18/2028	31,474.91		31,474.91
06/15/2026	Coupon	87612EBU9	570,000.00	TARGET CORP 4.35 06/15/2028		12,397.50	12,397.50
06/15/2026	Coupon	92970QAJ4	1,210,000.00	WFCIT 2025-1 A 4.34 05/15/2030		4,376.17	4,376.17
06/16/2026	Coupon	362549AD9	370,000.00	GMCAR 2025-2 A3 4.28 04/16/2030		1,319.67	1,319.67
06/22/2026	Coupon	362962AD4	705,000.00	GMALT 2025-2 A3 4.58 05/22/2028		2,814.13	2,814.13
06/22/2026	Coupon	58989V2F0	1,000,000.00	MET TOWER GLOBAL FUNDING 5.4 06/20/2026		27,000.00	27,000.00
06/22/2026	Final Maturity	58989V2F0	1,000,000.00	MET TOWER GLOBAL FUNDING 5.4 06/20/2026	1,000,000.00		1,000,000.00
06/22/2026	Coupon	92348KDY6	1,050,000.00	VZMT 2025-3 A1A 4.51 03/20/2030		3,946.25	3,946.25
06/25/2026	Coupon	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027		50.27	50.27
06/25/2026	Effective Maturity	05611UAD5	1,000,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	12,113.49		12,113.49
06/25/2026	Coupon	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029		1,973.79	1,973.79
06/25/2026	Principal Paydown	096919AD7	600,000.00	BMWOT 2024-A A3 5.18 02/26/2029	29,942.64		29,942.64
06/25/2026	Coupon	3137BSP72	2,000,000.00	FHMS K-058 A2 2.653 08/25/2026		4,421.67	4,421.67
06/25/2026	Coupon	3137BTUM1	864,705.44	FHMS K-061 A2 3.347 11/25/2026		2,359.72	2,359.72
06/25/2026	Principal Paydown	3137BTUM1	864,705.44	FHMS K-061 A2 3.347 11/25/2026	1,837.74		1,837.74
06/25/2026	Coupon	3137BVZ82	862,000.00	FHMS K-063 A2 3.43 01/25/2027		2,463.88	2,463.88
06/25/2026	Coupon	3137F1G44	1,000,000.00	FHMS K-065 A2 3.243 04/25/2027		2,702.50	2,702.50
06/25/2026	Coupon	3137F4X72	1,165,000.00	FHMS K-075 A2 3.65 02/25/2028		3,543.54	3,543.54
06/25/2026	Coupon	3137FBU79	1,224,526.85	FHMS K-069 A2 3.187 09/25/2027		3,194.70	3,194.70
06/25/2026	Principal Paydown	3137FBU79	1,224,526.85	FHMS K-069 A2 3.187 09/25/2027	2,121.58		2,121.58
06/25/2026	Coupon	3137FJEH8	1,250,000.00	FHMS K-081 A2 3.9 08/25/2028		4,062.50	4,062.50
06/25/2026	Coupon	3137FK4M5	2,000,000.00	FHMS K-085 A2 4.06 10/25/2028		6,766.67	6,766.67
06/25/2026	Coupon	3137FLMV3	2,000,000.00	FHMS K-090 A2 3.422 02/25/2029		5,703.33	5,703.33
06/25/2026	Coupon	3137H5YC5	1,500,000.00	FHMS K-748 A2 2.26 01/25/2029		2,825.00	2,825.00
06/25/2026	Coupon	3137HA4B9	2,000,000.00	FHMS K-751 A2 4.412 03/25/2030		7,353.33	7,353.33
06/25/2026	Coupon	437076DB5	740,000.00	HOME DEPOT INC 4.875 06/25/2027		18,037.50	18,037.50
06/30/2026	Coupon	912828YX2	1,750,000.00	UNITED STATES TREASURY 1.75 12/31/2026		15,312.50	15,312.50

CASH FLOW REPORT



Murrieta Consolidated | Account | As of July 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/30/2026	Coupon	91282CEW7	1,300,000.00	UNITED STATES TREASURY 3.25 06/30/2027		21,125.00	21,125.00
06/30/2026	Coupon	91282CGB1	3,000,000.00	UNITED STATES TREASURY 3.875 12/31/2029		58,125.00	58,125.00
June 2026 Total					3,195,090.98	445,438.14	3,640,529.12
Grand Total			626,466,508.86		30,980,081.93	5,099,815.88	36,079,897.81

IMPORTANT DISCLOSURES



Murrieta Consolidated | Account | As of July 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.

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

August 14, 2025

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

CITY OF MURRIETA

FINANCE DIRECTOR
1 TOWNE SQUARE
MURRIETA, CA 92562

[Tran Type Definitions](#)

Account Number:

July 2025 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
7/15/2025	7/14/2025	QRD	1779971	N/A	SYSTEM	21,908.59

Account Summary

Total Deposit:	21,908.59	Beginning Balance:	1,999,681.18
Total Withdrawal:	0.00	Ending Balance:	2,021,589.77

STAGECOACH SWEEP

WELLS FARGO BANK, N.A.

Page 1 of 2

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

Account Number - DDA

THIS STATEMENT COVERS 07/01/2025 THROUGH 07/31/2025

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	2,980,561.07
Federal Withholding YTD	.00
7-Day Simple Yield	4.23882 %
Federal Withholding	.00

Beginning Balance	133,938,319.35
Shares Purchased	5,996,467.92 +
Shares Redeemed	20,390,381.75 -
Ending Balance	119,544,405.52

Prior Month Dividends Paid to Checking	460,536.57
Dividends Earned in Current Month	449,183.91
Funds Pending Redemption	184,152.65-

Transaction Detail

Date	Description	Amount
7-01-2025	Beginning Balance	133,938,319.35
7-01-2025	Sweep Funds Return To DDA	619,660.71
7-02-2025	Next Day Sweep Purchase	327,112.49
7-03-2025	Sweep Funds Return To DDA	601,201.08
7-07-2025	Sweep Funds Return To DDA	31,903.38
7-08-2025	Next Day Sweep Purchase	378,708.81
7-09-2025	Sweep Funds Return To DDA	2,015,199.91
7-10-2025	Sweep Funds Return To DDA	531,716.03
7-11-2025	Sweep Funds Return To DDA	19,491.70
7-14-2025	Sweep Funds Return To DDA	6,673,022.00
7-15-2025	Sweep Funds Return To DDA	140,279.19
7-16-2025	Sweep Funds Return To DDA	288,076.07
7-17-2025	Sweep Funds Return To DDA	65,732.30
7-18-2025	Sweep Funds Return To DDA	912,798.66
7-21-2025	Sweep Funds Return To DDA	129,605.07
7-22-2025	Sweep Funds Return To DDA	6,623,175.27
7-23-2025	Sweep Funds Return To DDA	1,363,110.78
7-24-2025	Next Day Sweep Purchase	150,158.67
7-25-2025	Next Day Sweep Purchase	4,523,091.17
7-28-2025	Next Day Sweep Purchase	536,660.09
7-29-2025	Sweep Funds Return To DDA	144,482.77
7-30-2025	Sweep Funds Return To DDA	230,926.83
7-31-2025	Next Day Sweep Purchase	80,736.69
7-31-2025	Ending Balance	119,544,405.52

Daily Balance Information

Date	Investment Balance	Annualized Fund Yield	Daily Dividend Factor	Daily Accrual
07-01	133,318,658.64	4.276 %	.000117168	15,620.68
07-02	133,645,771.13	4.270 %	.000117006	15,637.36

Date	Investment Balance	Annualized Fund Yield	Daily Dividend Factor	Daily Accrual
07-03	133,044,570.05	4.240 %	.000116186	15,457.92
07-04*	133,012,666.67	4.240 %	.000116186	15,454.21
07-05*	133,012,666.67	4.240 %	.000116186	15,454.21
07-06*	133,012,666.67	4.240 %	.000116186	15,454.21
07-07	133,012,666.67	4.225 %	.000115767	15,398.48
07-08	133,391,375.48	4.227 %	.000115821	15,449.52
07-09	131,376,175.57	4.227 %	.000115816	15,215.46
07-10	130,844,459.54	4.218 %	.000115568	15,121.43
07-11	130,824,967.84	4.216 %	.000115534	15,114.73
07-12*	124,151,945.84	4.216 %	.000115534	14,343.77
07-13*	124,151,945.84	4.216 %	.000115534	14,343.77
07-14	124,151,945.84	4.225 %	.000115760	14,371.83
07-15	124,011,666.65	4.245 %	.000116304	14,423.05
07-16	123,723,590.58	4.241 %	.000116204	14,377.18
07-17	123,657,858.28	4.236 %	.000116063	14,352.10
07-18	122,745,059.62	4.217 %	.000115553	14,183.56
07-19*	122,615,454.55	4.217 %	.000115553	14,168.58
07-20*	122,615,454.55	4.217 %	.000115553	14,168.58
07-21	122,615,454.55	4.202 %	.000115144	14,118.43
07-22	115,992,279.28	4.199 %	.000115042	13,343.98
07-23	114,629,168.50	4.199 %	.000115059	13,189.12
07-24	114,779,327.17	4.210 %	.000115345	13,239.22
07-25	119,302,418.34	4.238 %	.000116126	13,854.11
07-26*	119,302,418.34	4.238 %	.000116126	13,854.11
07-27*	119,302,418.34	4.238 %	.000116126	13,854.11
07-28	119,839,078.43	4.252 %	.000116504	13,961.73
07-29	119,694,595.66	4.242 %	.000116230	13,912.10
07-30	119,463,668.83	4.229 %	.000115873	13,842.61
07-31	119,544,405.52	4.245 %	.000116306	13,903.73
TOTAL MTD				449,183.88

* 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.

Allspring Funds Management, LLC, a wholly owned subsidiary of Allspring Global Investments Holdings, LLC ("Allspring Global"), provides investment advisory and administrative services for the Allspring Funds. Other subsidiaries of Allspring Global provide sub-advisory and other services for the funds. The funds are distributed by Allspring Funds Distributor, LLC, Member FINRA/SIPC, a subsidiary of Allspring Global.

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

9/16/2025
Agenda Item No. 5.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Justin Clifton, City Manager

PREPARED BY: Diego Chavez, Administrative Services Director

SUBJECT:
Murrieta General Employees' Association Successor Memorandum of Understanding for the Period
July 1, 2024, through June 30, 2027

RECOMMENDATION

Adopt Resolution No. 25-4867, entitled: *A Resolution of the City Council of the City of Murrieta, California, Approving, Adopting and Implementing a Successor Memorandum of Understanding between the City of Murrieta and the Murrieta General Employees' Association for the Period July 1, 2024, through June 30, 2027.*

PRIOR ACTION/VOTE

On September 3, 2024, the City Council adopted Resolution No. 24-4783, approving a Tentative Agreement for a Successor Memorandum of Understanding between the City of Murrieta and the Murrieta General Employees' Association for the period July 1, 2024, through June 30, 2027 (Vote: 5-0).

On July 15, 2025, the City Council continued the approval, adoption and implementation of the Successor Memorandum of Understanding item to later a date (Vote: 5-0).

CITY COUNCIL GOAL

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

BACKGROUND

Most employees of the City of Murrieta (City) are represented by employee organizations and governed by a Memorandum of Understanding (MOU) between the City and their representative employee organization. The MOUs set forth compensation rates, benefits, and other terms and conditions of employment for represented employees. Through collective bargaining, the City regularly and routinely negotiates with the respective employee organizations to update terms and conditions. All such items must be voted on and passed by a majority of the membership of each affected employee organization, known as ratification, and subsequently approved by the City Council before becoming effective. Once approved by the City Council, the terms of tentative agreements for successor MOUs are required to be memorialized in the successor MOU and brought

back to the City Council for final approval per Section 3505.1 of the Meyers-Milias-Brown Act (MMBA). The previous MOU between the City and the Murrieta General Employees' Association (MGEA), adopted by City Council Resolution No. 23-4707, covered the period July 1, 2022, through June 2024. MGEA currently represents 146 non-sworn City employees, including 47 different classifications across the organization.

The City and MGEA representatives met and conferred in good faith in 2024 and came to a Tentative Agreement on a fair and equitable package of total compensation for a successor MGEA MOU for the period July 1, 2024, through June 30, 2027. The members of the MGEA voted to ratify the Tentative Agreement, and the City Council approved the Tentative Agreement on September 3, 2024, per Resolution No. 24-4783.

Pursuant to MMBA section 3505.1, the labor representatives of the City and MGEA subsequently met, conferred, and mutually prepared a written successor MGEA MOU 2024-27 in accordance with the Tentative Agreement deal points approved by the City Council on September 3, 2024. Staff has prepared Resolution No. 25-4867 (Attachment No. 1), which includes a fully executed copy of the successor MGEA MOU for the period July 1, 2024, through June 30, 2027, which remains subject to final City Council approval, adoption, and implementation.

FISCAL IMPACT

The projected fiscal impact of the MGEA MOU 2024-27 three-year (3) term, which includes Fiscal Years (FY) 2024/25, 2025/26, and 2026/27, is \$5,144,212. A budget adjustment for FY 2024/25 was included in the FY 2024/25 Budget Update approved by the City Council on August 20, 2024. The fiscal impact for FY 2025/26 and 2026/27 was included in the biennial Operating Budget and is estimated to be \$4,258,278.

FY 2024/25	\$885,934
FY 2025/26	\$1,797,511
FY 2026/27	\$2,460,767
Total	\$5,144,212

ATTACHMENTS

1. Resolution No. 25-4867

RESOLUTION NO. 25-4867

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, APPROVING, ADOPTING AND IMPLEMENTING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MURRIETA AND THE MURRIETA GENERAL EMPLOYEES' ASSOCIATION FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2027

WHEREAS, the City of Murrieta ("City") endeavors to recruit and retain the most qualified and talented employees to serve its citizens; and

WHEREAS, the compensation and benefits offered by the City to its employees are designed to aid in the City's employee recruitment and retention efforts; and

WHEREAS, Section 36506 of the California Government Code requires that the City Council of the City fix the compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, the most recent Memorandum of Understanding ("MOU") between the City and the Murrieta General Employees' Association ("MGEA"), adopted by City Council Resolution No. 23-4704 covering the period July 1, 2022 through June 30, 2024 ("MGEA MOU 2022-24"), expired June 30, 2024; and

WHEREAS, the City and MGEA met and conferred in good faith and reached a Tentative Agreement on a fair and equitable package of total compensation for a successor MGEA MOU for the period July 1, 2024 through June 30, 2027 ("Tentative Agreement"), pursuant to the Meyers-Milias-Brown Act ("MMBA") (Government Code sections 3500-3511) and the City's Employer-Employee Relations Resolution No. 93-214; and

WHEREAS, the members of the MGEA voted to ratify the Tentative Agreement, and the labor representatives of the City and the MGEA executed the Tentative Agreement which was approved by the City Council on September 3, 2024, with the adoption of Resolution No. 24-4783, to provide changes to employee compensation and benefits pending drafting, approval, and adoption of a successor MGEA MOU; and

WHEREAS, the City and MGEA met and conferred in good faith pursuant to the terms of the Tentative Agreement and Resolution No. 24-4783 to draft the successor MGEA MOU for the period July 1, 2024, through June 30, 2027, pursuant to MMBA Section 3505.1 and the City's Employer-Employee Relations Resolution No. 93-214; and

WHEREAS, the City and MGEA have prepared and MGEA has executed the successor MGEA MOU for the period July 1, 2024, through June 30, 2027, subject to City Council approval, adoption, and implementation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

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

Section 2. The successor MGEA MOU for the period July 1, 2024, through June 30, 2027, a fully executed copy of which is attached hereto as Exhibit A, is approved, adopted, and implemented effective September 16, 2025.

Section 3. The City Manager is hereby authorized and directed to implement the provisions of the MGEA MOU for the period July 1, 2024, through June 30, 2027, including the resulting changes to employee compensation and benefits not previously implemented by the Tentative Agreement.

Section 4. The City Clerk shall certify the adoption of this resolution effective September 16, 2025.

PASSED, APPROVED, AND ADOPTED this 16th day of September 2025 by the City Council of the City of Murrieta, State of California.

Cindy Warren, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

Tiffany 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. 25-4867 was duly adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 16th day of September 2025, and was signed by the Mayor of said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cristal McDonald, City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MURRIETA AND
THE MURRIETA GENERAL EMPLOYEES' ASSOCIATION



JULY 1, 2024, TO JUNE 30, 2027

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MURRIETA AND
THE MURRIETA GENERAL EMPLOYEES' ASSOCIATION
PERIOD JULY 1, 2024, TO JUNE 30, 2027**

SECTION I – ADMINISTRATION

ARTICLE 1.01 INTENT AND PURPOSE

It is the intent and purpose of this Memorandum of Understanding (hereinafter referred to as MOU) to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding but not limited to matters relating to benefits, wages, hours and terms and conditions of employment between employees represented by the MURRIETA GENERAL EMPLOYEES ASSOCIATION (hereinafter referred to as "ASSOCIATION") represented by the negotiations team and the CITY OF MURRIETA (hereinafter referred to as "CITY") represented by management and the Murrieta City Council members.

ARTICLE 1.02 RECOGNITION

Pursuant to the provisions of Resolution 95-360 of the City of Murrieta, the CITY has recognized the ASSOCIATION as the exclusive representative of the employee classifications of the CITY, as adopted by the City Council in Resolution 95-360. The CITY shall recognize the ASSOCIATION as the exclusive representative of all employees in these classifications for the purpose of meeting its obligation under this MOU, the Meyers-Milias-Brown Act, Government Code Section 3500 *et seq.*, and the Employer-Employee Relations Resolution No. 95-360 when the CITY rules, regulations, or laws affecting wages, hours, and other terms and conditions of employment are appropriately amended or changed.

ARTICLE 1.03 IMPLEMENTATION

The CITY and the ASSOCIATION acknowledge that this MOU shall not be in full force and effect until ratified by the ASSOCIATION membership and adopted by the Murrieta City Council.

ARTICLE 1.04 TERM OF MOU

The term of this MOU shall be July 1, 2024, through June 30, 2027. This MOU shall remain in full force and effect until a successor MOU has been ratified by the ASSOCIATION membership and adopted by the Murrieta City Council.

ARTICLE 1.05 UNFAIR EMPLOYEE RELATIONS PRACTICE

It is agreed that it shall be an unfair employee relations practice for the CITY and/or the ASSOCIATION or its representatives:

- A. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in this MOU.
- B. To refuse to meet and confer in good faith with the ASSOCIATION, or its representatives. To refuse to meet and confer in good faith with the CITY on matters within the scope of representation or under Reopeners during the term of the MOU. However, with the exception of meetings regarding a successor MOU, during the term of this MOU, neither party shall be compelled to engage in the meet and confer process regarding provisions specifically provided for in this MOU.

ARTICLE 1.06 MANAGEMENT RIGHTS

The ASSOCIATION recognizes the prerogative of the CITY and the City Manager to operate and manage its affairs in all respects in accordance with its responsibilities and powers or authority, which the CITY has not officially abridged, delegated, or modified by this MOU, and such powers or authority are retained by the CITY. These management rights include, but are not limited to the following:

- A. To utilize personnel, set hours of work, methods, procedures, and means in an appropriate and efficient manner. It is understood that changes to individual employees' work hours are within the scope of management rights. This does not include changing work schedules and/or flex schedules such as the 9/80, 4/10, 3/12, etc., for an entire employee group, division, or department.
- B. To manage and direct the employees of the CITY.
- C. To maintain the efficiency of governmental operations.
- D. To hire, schedule, promote, transfer, assign, train, or retrain employees in positions within the CITY, including determining the procedures and standards of selection for employment and promotions.
- E. To suspend, demote, discharge, or take other appropriate disciplinary action against the employee for just cause.
- F. To determine the size and composition of the workforce and to lay off employees. Lay-off actions shall be implemented based on the recognized lay-off procedure.
- G. Determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the workforce, and allocate and assign work by which the CITY operations are to be conducted.
- H. To establish and enforce dress and grooming standards.

- I. To determine the content of job classifications.
- J. To establish and modify productivity and performance programs and standards, including, but not limited to, quality and quantity standards, and to require compliance therewith.
- K. To determine methods of financing.
- L. To exercise complete control and discretion over its organization and the technology of performing its work.
- M. To determine the mission of the CITY and the methods and means necessary to efficiently fulfill the mission including: the transfer, alteration, curtailment, or discontinuance of any goods or services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment for the production of goods or the performance of services; and the utilization of students, part-time, and/or contract employees.
- N. It is understood by the parties that every incidental duty is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee if they are a logical assignment to the job classification.
- O. The ASSOCIATION recognizes that the CITY has statutory rights and obligations in contracting for matters relating to CITY operations. The right of contracting or subcontracting is vested in the CITY, including, but not limited to, the exercise of said contracting and subcontracting rights in the event of an emergency or essential public need or where it is not economical for CITY employees to perform said work.
- P. The CITY retains the right to establish reasonable work rules of conduct. Any dispute with respect to these work rules shall not be subject to arbitration of any kind but any dispute with respect to the reasonableness of the application of said rules may be subject to the grievance and arbitration procedures as set forth in this MOU. Any change in personnel rules, policies, and/or procedures impacting terms and conditions of employment of classifications represented by the ASSOCIATION shall require prior meeting and conferring.
- Q. Any dispute with respect to MANAGEMENT RIGHTS shall not in any way be subject to arbitration.

ARTICLE 1.07 EMPLOYEE RIGHTS

It is agreed that each individual employee shall have the following rights, which they may exercise in accordance with applicable laws, ordinances, rules, and regulations:

- A. The right to form, join, and participate in activities of the ASSOCIATION for the purpose of representation on matters of their employee relations with the CITY, or not to join or participate in the activities of any organization or association.

- B. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations with respect to their membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- C. It is the intent of the CITY to afford ASSOCIATION members all rights of employment granted under state workers' compensation laws and state and federal anti-discrimination laws. Furthermore, the CITY intends to comply fully with the Family Medical Leave Act of 1993 and the California Family Rights Act of 1995. Nothing in this MOU is intended to restrict employees' rights under either Act.

ARTICLE 1.08 ASSOCIATION ACTIVITY

- A. Release Time. The CITY shall allow paid release time to public agency employee representatives of the ASSOCIATION and its represented employees in the following instances:
 - 1. Meeting and conferring with the CITY with respect to wages, hours, and terms and conditions of employment. The ASSOCIATION shall advise the CITY, in writing, of its negotiators and shall be limited to designating three (3) negotiators who are CITY employees each calendar year. (The ASSOCIATION can designate alternates; however, only three (3) employees shall be eligible for paid release time as provided for herein.) CITY employee representatives shall be paid regular salary for the time spent annually in negotiations during regular work hours, except no payment will be made for negotiating time outside the representative's normal workday. The names of the duly chosen employee representatives of the Bargaining Unit shall be submitted to Human Resources sufficiently in advance of the regularly scheduled meetings so as to permit the scheduling of operations within the CITY. The provisions of this MOU shall be limited to conferences or negotiations held with respect to wages, hours, and conditions of employment. In addition to the three (3) employee negotiators, ASSOCIATION may retain, at its sole expense, one or more non-employee consultants.
 - 2. Testifying or appearing as the designated representative of the ASSOCIATION in conferences, hearings, or other proceedings before the California Public Employment Relations Board ("PERB"), or an agent of PERB, in matters relating to a charge filed by the ASSOCIATION against the CITY or by the CITY against the ASSOCIATION. Only one (1) CITY employee may be a designated representative of the ASSOCIATION for purposes of paid release time under this provision.
 - 3. Testifying or appearing as the designated representative of the employee organization in matters before a personnel or merit commission or in grievance and/or disciplinary matters. Only one (1) CITY employee may be a designated representative of the ASSOCIATION for purposes of paid release time under this provision.

4. Association meetings. ASSOCIATION members shall be granted one (1) hour of paid release time per year to attend an annual membership meeting. In addition, all ASSOCIATION members shall be provided paid release time to attend MOU ratification meetings not to exceed three (3) per year if such meetings are scheduled during their normal work shift. ASSOCIATION Board, ratification, and membership meetings may be held on CITY property using CITY meeting facilities, subject to availability. Five (5) calendar days advance notice shall be given to Human Resources for membership, ratification, and ASSOCIATION Board meetings when release time is involved. ASSOCIATION Board members shall be granted paid release time for up to six (6) ASSOCIATION Board meetings per calendar year. ASSOCIATION negotiating members shall each be entitled to up to one (1) hour of paid release time before each meet-and-confer session and one-half (½) hour of paid release time after each meet-and-confer session for preparation and discussions.
 5. Association activities. Representatives and officers of the ASSOCIATION having business with the representatives, officers, or individual members of the ASSOCIATION may confer with such representatives, officers, or individual members of the ASSOCIATION during the course of the workday for a reasonable length of time, provided that such activities do not impede the operation of the CITY. No more than two (2) representatives and officers shall engage in such meetings with individual members at any one time for purposes of paid release time under this provision.
 6. Supervisors shall not unreasonably deny release time. However, release time shall be denied at the sole discretion of a supervisor if the efficient operation of the CITY so requires.
 7. In all instances described above where paid release time is to be used, the employee must request paid release time in writing (such as an email or calendar notice) and be approved in writing (such as an email or calendar notice) by their supervisor/Department Director. If circumstances permit, such a request shall be made and approved in advance, otherwise as soon as practicable afterwards.
- B. Bulletin Boards. The CITY shall provide a bulletin board at City Hall, the Maintenance Yard, the Library, the old City Hall, and the Police Department and permit the use of the same for ASSOCIATION announcements. A reasonable amount of time will be allowed for members of the ASSOCIATION to post announcements. The bulletin board will be subject to the following provisions. All notices shall be posted by an officer of the ASSOCIATION and shall relate to the following matters:
1. ASSOCIATION recreational and social affairs.
 2. ASSOCIATION meetings.
 3. ASSOCIATION appointments.
 4. ASSOCIATION elections.
 5. Results of ASSOCIATION elections.

6. Reports of committees of the ASSOCIATION.
7. Rulings or policies of the ASSOCIATION.
8. Judicial and quasi-judicial decisions affecting any members of the bargaining unit, such as the results of fact finding, grievances, etc. Any other material authorized by the City Manager or his designated representative.

Notices and announcements shall not contain anything political or controversial or anything negatively reflecting upon the CITY, any of its employees or officers, or any labor organization among its employees, and no material, notices, or announcements which violate the provisions of this section shall be posted. Notices and announcements shall be approved by the City Manager or designee prior to posting.

- C. ASSOCIATION notices, logos, and decals shall not be permitted on any CITY property or equipment except as provided for in this Article, paragraph B.
- D. ASSOCIATION officers and board members shall be allowed reasonable access to CITY telephones, email, and other communications technology to conduct normal ASSOCIATION business. The CITY agrees to provide the ASSOCIATION with an account number to access CITY copy machines. The ASSOCIATION, in turn, agrees to reimburse the CITY for the cost of copies produced on CITY copiers.
- E. New Employee Orientation. The CITY shall notify the ASSOCIATION Board when a new employee is hired into the bargaining unit. The Board will notify the CITY when a new employee has signed a membership card authorizing membership dues deduction and when such deductions shall begin. The CITY shall also, upon request, provide the ASSOCIATION Board lists of employees in the bargaining unit. The CITY shall also provide reasonable paid release time for one ASSOCIATION Board member to meet with a new employee for the purpose of discussing membership in the ASSOCIATION.
- F. Dues Deductions. The CITY shall deduct dues on a regular payroll basis from the pay of all ASSOCIATION members. Such deductions shall be authorized in writing on a form approved and provided by the ASSOCIATION for this purpose. The membership cards shall be retained by the ASSOCIATION. The CITY shall rely on a certification from the ASSOCIATION for the authorization, modification, or cancellation of any/all dues deductions. The CITY shall remit such funds to the ASSOCIATION within thirty (30) days following their deduction.
- G. Maintenance of Membership. Unless prohibited by law, any employee in the ASSOCIATION who has authorized ASSOCIATION dues deductions on July 1, 2019, or at any time subsequent to that date, shall continue to have such dues deductions made by the CITY during the term of this MOU, provided however, that any employee in the ASSOCIATION may terminate such dues during the month of June of each year of the MOU by notifying the ASSOCIATION in writing of their election to terminate dues deduction. Such notification shall be delivered in person or by U.S. Mail to an ASSOCIATION Board member and contain the employee's name, job classification, department, and signature indicating the employee no longer wishes to be a member of the ASSOCIATION. The

ASSOCIATION will notify the CITY's Human Resources Office within a reasonable time thereafter and request the CITY to process dues cancellations within the next available pay period.

- H. Indemnification. The ASSOCIATION shall indemnify, defend, and hold the CITY harmless against any liability arising from any claims, demands, or other actions relating to the CITY's compliance with the terms of this Article.

ARTICLE 1.09 SEVERABILITY CLAUSE

Should any provision of this MOU or any application thereof be unlawful by virtue of any federal, state, or local law or regulation, such provision shall be effective and implemented only to the extent permitted by said law, regulation, or resolution. In all other respects, the provisions of this MOU shall continue in full force and effect for the life thereof.

If any provision of this MOU is held by a final decision of a court of competent jurisdiction to be unlawful or invalid, such provision shall be immediately subject to renegotiation between the parties. The parties shall comply with the final court decision until the negotiation process is completed, either by means of agreement and City Council adoption of the MOU, or in the alternative, by means of the impasse resolution procedures set forth in Resolution No. 93-214.

ARTICLE 1.10 LABOR MANAGEMENT COMMITTEE

The CITY and ASSOCIATION agree to establish a Labor-Management Committee ("LMC"). Each party shall appoint no more than three (3) members to the LMC. The LMC shall meet on an ad hoc basis, but no more than once every three (3) months unless mutually agreed to otherwise, at a mutually convenient time and place to informally discuss any matters pertinent to maintaining good employer-employee relations. Both parties agree and understand that the LMC is only advisory in nature. Each party shall advise the other at least two (2) working days prior to such meeting of the subject matters they wish to discuss. Employees shall not lose any compensation or benefits for attendance at LMC meetings conducted during regular work hours.

During the term of this agreement, the subjects to be discussed during the Labor Management Committee shall include, but are not limited to, the following issues:

- Flexible Staffing
- Adding Lead Classifications
- Adding language on filling vacancies and handling recruitments, promotions, and transfers.
- Adding language that discipline is progressive and establish the order of discipline.
- Establishing a written Police Department policy for reinstating status on force list (overtime order list) for Dispatch employees on protected leave.

SECTION II – COMPENSATION

ARTICLE 2.01 COMPENSATION

A. Year 1

Effective the pay period starting September 8, 2024, the following shall occur:

1. The base pay of all represented employees is increased by a four percent (4%) cost-of-living adjustment (“COLA”).
2. The base pay of Public Safety Dispatchers I and II is increased by an additional equity adjustment of one percent (1%), not to be compounded with the 4% COLA.”
3. The base pay of the Building Inspector I position is increased by an additional equity adjustment of five percent (5%), not to be compounded with the 4% COLA.”
4. The base pay schedule for represented employees reflecting the above changes is attached hereto as Exhibit A.

B. Year 2 (FY 2025/26)

Effective with the pay period starting June 29, 2025, employees shall be granted a COLA in base pay equivalent to the lesser of either four percent (4%) or the percentage change of the 2024 Annual Consumer Price Index for all Urban Consumers (CPI-U) not seasonally adjusted for the Riverside-San Bernardino-Ontario area. If the CPI-U percentage change is negative, then the COLA shall be zero percent (0%).

C. Year 3 (FY 2026/27)

Effective with the pay period starting June 28, 2026, employees shall be granted a COLA in base pay equivalent to the lesser of either the percentage change of the 2025 Annual Consumer Price Index for all Urban Consumers (CPI-U) not seasonally adjusted for the Riverside-San Bernardino-Ontario area, or the percentage change, year-over-year between audited fiscal years 2023/24 and 2024/25, in Recurring Revenue of the CITY’s primary Operating Funds (as previously defined by the CITY in negotiations), but not to exceed four percent (4%) or be less than two percent (2%). If the CPI-U percentage change is negative or the change in Recurring Revenue is below zero percent (0%), then the COLA shall still be no lower than two percent (2%).

ARTICLE 2.02 HOLIDAY PAY

Represented employees who work the holidays listed in Article 2.15(B) shall be paid at the rate of time and one-half for those holidays actually worked. The time and one-half pay shall not apply to the hours worked on the holiday time designated as the Floating Holiday.

ARTICLE 2.03 TEMPORARY ASSIGNMENT PAY

As a result of vacancies, leaves of absence, or other reasons, it may be necessary to temporarily reassign the duties of an authorized position to another employee. When such assignments require the employee to assume substantial additional duties that are outside the scope of the employee's regular assignment for a period in excess of fourteen (14) consecutive calendar days, the employee shall be entitled to a salary adjustment to reflect the new duties. The following shall apply in these instances:

- A. Approval required. Upon the recommendation of the Department Head and with the approval of the City Manager, an employee may temporarily be assigned to a higher-level classification to perform duties, provided that:
 - 1. The higher-level position is vacant and is approved by the City Manager for new or continued staffing.
 - 2. An employee is called upon to perform substantially the duties of the higher-level position, and the duties for the higher-level position are outside the scope of the employee's current classification as determined by the City Manager and the Department Head.
 - 3. The vacancy is expected to continue for at least fourteen (14) consecutive calendar days but not longer than one (1) calendar year, and
 - 4. The employee possesses the minimum qualifications to perform the work of the higher-level position.
- B. Salary. The employee in such a temporary assignment shall be entitled to a salary adjustment of approximately five (5) percent or the "A" step of the salary range of the higher-level position, whichever is greater, for the duration of the temporary assignment beyond the first fourteen (14) days. Such an assignment shall not extend beyond 180 calendar days without the approval of the City Manager.

ARTICLE 2.04 ASSIGNMENT PAY – TRAINING

Employees holding the position of Public Safety Communications Dispatcher will be compensated an additional five (5) percent over the employee's base rate of pay for each day or portion thereof, during which they are assigned a trainee employee by the Police Chief or the Police Chief's designee.

ARTICLE 2.05 SPANISH LANGUAGE PAY

The CITY shall establish a Spanish Language Pay program that will provide an additional two and one-half percent (2.5%) of base pay for employees called upon to speak Spanish in assisting the public during the course and scope of performing assigned duties based on business necessity. The number of members to be eligible shall be determined by the CITY. To receive the Spanish Language Pay benefit, an employee must be certified as bilingual on a conversational level by passing an examination established by the CITY. Any

employee expected to employ the bilingual skill shall be given the opportunity to test for certification within thirty (30) calendar days of designation by the Department Director to employ such skill when called upon. It is understood that those receiving Spanish language compensation may, on occasion, be required to leave their specific work location to assist other non-bilingual employees in serving the public. It is also understood that employees not receiving Spanish Language Pay shall not be required to or expected to speak Spanish to assist the public on anything other than an incidental basis.

ARTICLE 2.06 COURT ASSIGNMENT PAY

The CITY shall pay a minimum of two hours at the rate of time and one-half for authorized court assignments, including court appearances as well as being placed “on call” for such appearances when such appearances occur outside the regular work shift.

ARTICLE 2.07 COMPENSATORY TIME

Employees who earn Compensatory Time Off (“CTO”) in lieu of overtime may accrue such leave time up to a maximum of eighty (80) hours at any given time.

Twice each year (in June and December), employees who have accrued CTO hours may request to cash out all or a portion of these accrued hours. Requests must be made in writing to the Finance Department through the chain of command. The maximum cash out in any year shall be eighty (80) hours.

Starting in calendar year 2025, employees shall be entitled to cash out accrued CTO twice yearly as stated above, but they must first irrevocably designate in writing the amount of leave to be cashed out in the calendar year preceding the cash-out, and the cash out must be from time accrued after such designation. Cash-out is at the employee’s rate of pay at the time paid. Finance will supply the irrevocable designation form upon request.

ARTICLE 2.08 WORKING OUT OF CLASS

Should a situation arise wherein an employee is being called upon to substantially perform the preponderant duties of a higher job classification, said employee may submit a written request to the CITY for a classification review. Said request shall be submitted to the employee’s Department Head, who will consult with Human Resources.

The CITY shall respond in writing to the employee within twenty (20) days of receiving the request for a classification review.

ARTICLE 2.09 ON-CALL/CALL OUT PAY

- A. **On-Call.** Unit employees required to perform on-call duties as described below shall receive on-call benefits when returning to work after their normal shift and \$50 per day for each day assigned to on-call duty. For each holiday included in an on-call period, the affected employee shall receive an additional \$35.

Each Department Director who determines that on-call duty is necessary shall designate the minimum standards qualifying an individual to perform an on-call function and shall first seek on-call individuals by means of a voluntary sign-up list. If an insufficient number of employees volunteer for on-call duty, then the Department Director or their designee shall assign the appropriate number of employees to such status. Such assignments shall be on an equitable rotation basis.

Any employee designated to serve in an on-call capacity may seek a substitution by another employee, subject to submitting such a proposal to their supervisor and subject to the Department Director's approval of the substitution. Whenever an on-call substitution is made, only the person actually serving in the on-call capacity shall be compensated. The substituting employee shall receive \$50 for each day assigned to on-call. Substitutions shall be allowed for full days only.

Employees on an on-call status shall be required, at all times, to carry a functioning phone and be able to respond to calls within thirty (30) minutes of being called. In addition, employees are expected to maintain a state of mental alertness and physical dexterity similar to that which is required for the performance of their regular duties.

Employees assigned on-call, who are not in a condition to respond to calls for service, shall be subject to discipline and the loss of on-call pay.

B. **Development Services Staff:**

Call-out duty occurs when an employee is required to perform services outside of a regularly scheduled work shift. For the purpose of this Article, there are two types of call-out scenarios.

1. The first is when an employee is required to physically leave their residence and report for duty. This is a response call-out.
2. The second type of call-out is a non-response call-out, which occurs when an employee is telephoned and can resolve the problem without having to physically leave their residence and report to work.

Employees who have a response call-out will be paid for all hours worked with a minimum of two (2) hours, including all travel time for each call-out. Response call-out ends when an employee leaves their duty station. Any hours worked in excess of the two (2) hours, which includes travel time, will be paid at one and one-half (1.5) times their regular (non-overtime) rate of pay.

Employees who have a non-response call-out shall be compensated at one (1) hour of time and one-half. Non-response call time is cumulative; therefore, in the event that one or more phone calls are made to the employee, the employee shall be entitled to the actual amount of cumulative time spent, only if that cumulative time exceeds one hour in a 24-hour period. In summary, each call does not necessarily provide an hour of compensation.

C. Traffic Signal Technician:

When the Traffic Signal Technician is requested to respond from home after hours pursuant to Policy SOP # 22 to perform call-out duties, the CITY shall, in lieu of On-Call Pay, compensate said ASSOCIATION member with a minimum of three (3) hours pay at time and one-half for each response.

It is further acknowledged by both the CITY and the ASSOCIATION that the Traffic Signal Technician is a single-incumbent classification. As such, the CITY understands that the ASSOCIATION member reserves the right to decline the call-out request if they feel that they are either unable to respond in a timely manner or are otherwise unfit for duty at the time the request is made. In such cases, the CITY shall call upon other resources to respond.

D. Public Safety Dispatchers:

Public Safety Dispatchers required to return to duty during off-duty time for training and meetings shall receive a minimum of two (2) hours pay at time and one-half based on their hourly rate.

ARTICLE 2.10 SHIFT DIFFERENTIAL – POLICE DISPATCHER I, II

Shift Differential shall apply only to unit members classified as Police Department Dispatcher I or II. An amount equal to five percent (5%) of the Police Dispatcher's unadjusted base salary shall be paid for each full work week served as a dispatcher during the 1800-0600 hours shift.

ARTICLE 2.11 CELL PHONE ALLOWANCE AND REIMBURSEMENT

All unit employees authorized/required to use a personal cell phone in the course and scope of performing their duties shall receive a \$40.00 per month cell phone allowance. Employees incurring cell phone expense/cost in excess of the \$40.00 per month allowance may submit receipts for reimbursement for amounts above the \$40.00 per month cell phone allowance.

ARTICLE 2.12 UNIFORM ALLOWANCE

- A. All unit employees in the positions listed below shall be provided with an annual uniform allowance in the amount of \$600. Payment shall take place on the first payday in January each year. The CITY will not provide extra payment for clothes or uniform items damaged, regardless of fault. Classifications covered by this provision include:

Code Enforcement Officer
Community Services Officer I

Community Services Officer II
Crime Scene/Property Evidence Specialist
EMS Coordinator
Police Services Technician I
Police Services Technician II
Property Evidence Technician
Public Safety Dispatcher I
Public Safety Dispatcher II

- B. All unit employees in positions listed below shall be provided with an annual uniform allowance in the amount of \$1,850. Payment shall take place on the first payday in January each year, beginning January 2023. The CITY will not provide extra payment for clothes or uniform items damaged, regardless of fault. Classifications covered by this provision include:

Fire Inspector

- C. Commencing January 1, 2025, three tiers of uniform allowance benefit are created to replace the above A and B language in their entirety and to provide as follows, with the amounts to be paid equally across all pay periods in each calendar year:
1. \$600 for EMS Coordinator, Police Services Technician I & II, Property Evidence Technician, Crime Scene/Property Evidence Specialist, and Public Safety Dispatchers.
 2. \$1,000 for Code Enforcement Officers and Police Community Services Officers.
 3. \$1,850 for Fire Inspector.

ARTICLE 2.13 BOOT ALLOWANCE

- A. All unit employees in the positions listed below shall wear boots that meet Occupational Safety and Health Administration (OSHA) guidelines for foot protection and safety. Boots will be purchased by the CITY in an amount not to exceed \$300 per fiscal year per eligible employee. Classifications covered by this provision include:

Building Inspector
EMS Coordinator
Fire Equipment Mechanic
Fire Inspector
Maintenance Worker I
Maintenance Worker II
Park Ranger
Police Community Services Officer
Public Works Equipment Operator
Public Works Inspector
Senior Fire Equipment Mechanic

Senior Maintenance Worker
Senior Public Works Inspector

- B. Boots must comply with the American Society for Testing and Materials (“ASTM”) or the American National Standards Institute (“ANSI”) standards required for the work to be performed by the employee. Eligible employees may purchase ASTM/ANSI compliant work boots using their personal funds at a store or vendor of their choosing. Employees are not required to have the CITY or its representatives purchase the work boots directly for the CITY employee.
- C. Upon the Department Head or designee’s verification of the purchase of ASTM/ANSI compliant work boots, the CITY shall reimburse eligible employees for the purchase, repair, and maintenance of the work boots, not to exceed \$300 per fiscal year.
- D. The purchase of shoelaces, inserts, and liners for work boots is considered repair and/or maintenance of the eligible employee’s work boots and may be purchased and reimbursed pursuant to this policy. The purchase of such shoelaces, inserts, and liners will be counted towards the \$300 maximum reimbursement per fiscal year. Socks are expressly excluded from this reimbursement policy.
- E. Eligible employees may be reimbursed for more than one pair of ASTM/ANSI compliant approved work boots per fiscal year, provided the amount does not exceed the maximum reimbursement of \$300 during the same fiscal year.
- F. Eligible employees may submit multiple requests for work boot reimbursement during the same fiscal year as long as they have not reached the maximum reimbursement of \$300 per fiscal year.
- G. Eligible employees are responsible for any amount of purchase of work boots and/or shoelaces, inserts, and liners in excess of \$300 per fiscal year and shall not be reimbursed above the agreed-upon \$300 per fiscal year limitation.
- I. Boot purchase, repair, and/or maintenance expenses will be reimbursed to eligible employees by submitting a completed request for reimbursement with receipt(s) to their department. The department is then tasked with reporting/inputting the request to Finance, who will review the record and supporting documents for completeness and accuracy before processing a check to the employee.
- I. Eligible employees who fail to purchase their work boots and/or shoelaces, inserts, and liners within the fiscal year will not be eligible to roll any of the \$300 amount forward to the following fiscal year.
- J. Employees are prohibited from returning the work boots and/or shoelaces, inserts, and liners for reimbursement from the vendor after they have received reimbursement from the CITY. Any employee found to be abusing the above reimbursement process may be subject to disciplinary action, up to and including termination of employment.

ARTICLE 2.14 LONGEVITY PAY

At 15 years of continuous service, an employee will receive 2% of their base pay as longevity pay. At 20 years of continuous service, an employee will receive an additional 3% of their base pay.

ARTICLE 2.15 CERTIFICATION PAY

CITY will pay \$75 per month for those dispatchers possessing an intermediate P.O.S.T. certification or \$150 per month for those dispatchers possessing an advanced POST certification, effective the pay period starting September 8, 2024. This is an either/or non-stackable benefit. This certificate pay shall be provided to the employee starting the first full pay period following the employee's submittal of proof of valid and current certification. In addition, to remain eligible for this pay, the employee must maintain their certification. In the event an employee does not recertify, the certification pay shall cease effective the first day of the pay period following the expiration of the certification.

ARTICLE 2.16 HOLIDAYS

- A. CITY employees shall be eligible for holidays as prescribed in this section of this MOU.
- B. The approved CITY holidays shall be as follows:
 - 1. New Year's Day
 - 2. Martin Luther King Jr. Day
 - 3. Presidents' Day
 - 4. Memorial Day
 - 5. Independence Day
 - 6. Labor Day
 - 7. Veterans Day
 - 8. Thanksgiving Day
 - 9. The day after Thanksgiving
 - 10. Christmas Eve Day
 - 11. Christmas Day
 - 12. New Year's Eve Day
 - 13. One (1) Floating Holiday
- C. Holiday Value: The hour value for each holiday shall be equivalent to the employee's authorized work schedule (e.g., If the holiday falls on a regularly scheduled eight (8) hour workday, the value of the holiday leave is eight (8) hours. If the holiday falls on a regularly scheduled nine (9) hour workday, the value of the holiday leave is nine (9) hours. If the holiday falls on a regularly scheduled ten (10) hour workday, the value of the holiday leave is ten (10) hours. If the holiday falls on a

regularly scheduled twelve (12) hour workday, the value of the holiday leave is twelve (12) hours).

- D. Procedure if Holiday Falls on Saturday or Sunday: For Saturday holidays, facilities that are normally closed on Saturday will be closed to the public on the preceding Friday, with applicable CITY employees observing the holiday on Friday. Facilities normally open on Saturday will observe the holiday on the actual date (Saturday).

For Sunday holidays, facilities that are normally closed on Sunday will be closed to the public on the following Monday, with applicable CITY employees observing the holiday on Monday. Facilities normally open on Sunday will observe the holiday on the actual date (Sunday).

- E. Procedure for Work Schedule Changes: Should an employee's authorized work schedule (e.g., 5/8, 9/80, 4/10, or 3/12) be changed, resulting in a change in regular hours worked (e.g., 8, 9, 10, or 12), the hour value of holidays will be adjusted for any holidays remaining after the schedule change.

F. Holiday Leave Bank

1. Employees will be provided holiday leave hours on the first payday in July. Employees on a 5/8 work schedule will receive ninety-six (96) hours of holiday leave. Employees on a 9/80 work schedule will receive one hundred eight (108) hours of holiday leave. Employees on a 4/10 work schedule will receive one hundred twenty (120) hours of holiday leave. Employees on a 3/12 work schedule will receive one hundred forty-four (144) hours of holiday leave. An employee's holiday leave bank shall be reduced by the number of hours taken for each holiday or observed holiday.

Employees will be provided floating holiday leave hours on the first payday in July. Employees on a 5/8 work schedule will receive eight (8) hours of floating holiday leave. Employees on a 9/80 work schedule will receive nine (9) hours of floating holiday leave. Employees on a 4/10 work schedule will receive ten (10) hours of floating holiday leave. Employees on a 3/12 work schedule will receive twelve (12) hours of floating holiday leave. An employee's floating holiday leave bank shall be reduced by the number of hours taken for each holiday or observed holiday.

2. Employees are required to use holiday leave each time a CITY-authorized holiday or observed holiday falls on a day when the employee would normally be scheduled to work.
3. Holiday leave bank hours may be used only after the holiday or observed holiday has occurred unless the City Manager has granted an exception. The Floating Holiday may be used as paid leave at any time during the same fiscal year in which it was credited to the employee's Floating Holiday leave bank. Such time must be scheduled in advance and approved by the Department Head, with consideration given to sufficient staff being

available to continue the efficient operation of the department.

4. Holidays, excluding the Floating Holiday, occurring during a Leave without Pay are not earned or vested. An employee on leave without pay for the entire fiscal year will not earn the Floating Holiday for that same year. Unearned holiday hours will be deducted from the employee's Holiday leave Bank.
 5. Any Holiday leave Bank hours that are not used by the last day of the last full pay period in June shall be cashed out on the final payday in June.
- G. Employees Required to Work on Holiday: Employees who work on the actual or observed holidays listed in Article 2.15(B) shall not have their holiday bank hours reduced and shall be paid at the rate of time and one-half for all hours actually worked on those holidays. Employees who work a partial day, defined as fewer hours than the employee's normal workday, shall be paid at the rate of time and one-half for all hours actually worked on those holidays and shall have their holiday bank reduced by the number of hours necessary to cover the difference in the number of hours of their regular shift if any. An employee who works both an observed and actual holiday shall only be eligible for holiday pay on one (1) such date and shall only receive the holiday leave value for one holiday.
- H. Procedure if Holiday Falls on Regular Day Off: If an actual or observed holiday occurs on a day that is the employee's regular day off and the employee is not required to work (on either the actual or observed date), their holiday bank hours shall not be reduced. The employee will be able to use the full holiday or half-day holiday leave hours at another time.
- I. Employees beginning employment during the fiscal year will start with a prorated Holiday Leave Bank. Hours will be credited in accordance with the employee's authorized work schedule for each CITY authorized holiday that has not yet occurred.
- J. Employees separating employment with the CITY during the fiscal year will receive payment for unused holiday leave only for holidays that have already occurred and been earned, including the Floating Holiday, if the employee has not yet used them. Payroll will audit the holiday leave bank and make adjustments on the final paycheck if necessary.
- K. "Bank Hours" or "Credits" for Public Safety Dispatcher I/II: The Public Safety Dispatcher I/II are normally required to work on approved holidays because they work in positions that require scheduled staffing without regard to holidays. The Public Safety Dispatcher I/II accrue holiday "bank hours" or "credits" to be used at a later date. The Public Safety Dispatcher I/II shall have the right under the MOU to cash out any accrued and unused holiday "bank hours" or "credits" of up to eighty (80) hours each on the first payday in June and December upon written request with thirty (30) days' notice to the CITY. If a Public Safety Dispatcher I/II does not elect to cash out

their “bank hours” or “credits” in December or on the first payday in June, all unused “bank hours” or “credits” shall be cashed out on the final payday in June of the same fiscal year in which they were accrued. The CITY shall report such Dispatcher cash-outs under these circumstances and meeting these criteria as reportable compensation to CalPERS to the extent CalPERS permits it. The Public Safety Dispatcher I/II are the only represented employees who cash-out holiday hours per CalPERS rules and regulations. (See CalPERS Circular Letter 200-064-14 and CalPERS Circular Letter 200-019-20, interpreting Rule 571 and the Government Code).

ARTICLE 2.17 INSURANCE & RETIREMENT BENEFITS

A. Medical Insurance

The CITY shall provide funding for medical and related expenditures as follows: The CITY is a contracting agency for participation in the Public Employees Medical and Hospital Care Act (“PEMHCA”). Government Code § 22892 provides for the minimum employer contributions to allow enrollment in PEMHCA. Effective January 1, 2017, the CITY contribution to PEMHCA was set at \$128.00 monthly and shall, from calendar year to calendar year, be adjusted to correspond with statutory amended minimum employer contribution rates. (The CITY has been advised that, effective January 1, 2025, the minimum mandated employer contribution (“MEC”) under PEMHCA shall be \$158.00 monthly per employee). The monthly MEC per employee is \$157 for 2024.

The CITY shall fund a Section 125 Cafeteria Plan on behalf of each employee in the following amounts, which includes the MEC:

- Effective January 1, 2024, the total monthly contribution shall be \$1,647.83 per month.
- Effective the pay period starting September 8, 2024, the total monthly contribution shall be \$1,747.83 per month.
- Effective January 1, 2025, the total monthly contribution shall be \$1,891.28 per month. This includes an additional one-time contribution of \$100.

The CITY’s Section 125 Cafeteria Plan contribution will be adjusted each January thereafter (starting 2026) by fifty percent (50%) of the increase in premium cost (defined as the difference in the premium rate from the current year to the next, e.g., January 2025 to January 2026, etc.) for the lowest cost monthly family premium for a CalPERS sponsored HMO health insurance plan in Region 3 (excluding HealthNet Salud Y Más). In the event that premiums decrease from one January to the next, the CITY shall continue to pay the higher contribution amount based on the prior January’s premium. No increases in the CITY’s contribution will be required again until the relevant plan premium cost increases above the total amount then paid by the CITY toward the cafeteria plan. The 50% split will then be calculated only on the amount that the new relevant plan premium cost exceeds the premium cost that the CITY’s cafeteria plan contribution is based on.

The following example reflects the parties' understanding of how the CITY's contributions will be calculated based on the above formula:

Example:

Plan Year 2025: Lowest Cost Family Plan - \$1,919.09 (Blue Shield Trio HMO)

Plan Year 2024: Lowest Cost Family Plan - \$1,832.19 (Blue Shield Trio HMO)

2024 Total CITY Contribution - \$1,747.83

2025 CITY Contribution Calculation:

2025 Premium (\$1,919.09) – 2024 Premium (\$1,832.19) = \$86.90 / 2 = \$43.45 + \$1,747.83 + \$100 (one-time additional contribution) = \$1,891.28

Up to \$833.43 of the monthly Cafeteria Plan health contribution may be utilized only for medical insurance premiums. The remaining amount may be used for other allowable Cafeteria Plan expenditures, such as medical premiums, Flexible Spending Account contributions, Dependent Care FSA, or taken as a taxable cash payment (limited to the following provisions).

Taxable Cash Payment (cash-in-lieu of health care):

1. Employees hired on or before September 30, 2019, who elected and received cash-in-lieu for Plan Year 2019 (Tier 1) shall be allowed to maintain the benefit in effect at the time (up to \$688.28). Should such an employee reduce or eliminate the cash-in-lieu benefit amount in future years, such election will be final (i.e., it cannot be increased or reinstated in the future, though the employee can elect to reduce the benefit further until it is eliminated).
2. Any employee hired on or before September 30, 2019, who did not elect cash-in-lieu for Plan Year 2019 shall not be eligible for the cash-in-lieu benefit.
3. New employees hired on or after October 1, 2019, shall not be eligible to receive the cash-in-lieu benefit.
4. Employees who take the Taxable Cash Payment are required to review and execute the CITY's Medical Insurance Opt-Out and Eligible Opt Out Arrangement Attestation form that certifies that they have been offered health insurance coverage by the CITY and knowingly and voluntarily opt out of same based upon qualifying alternate coverage and also understand the taxable consequences of receiving the cash-in-lieu payment.

B. Retiree Medical:

Employees retiring from the City of Murrieta who choose to continue their CalPERS health insurance upon retirement are eligible to receive the following benefit based on their hire date with the City of Murrieta:

1. **Employees hired prior to January 1, 2008** – eligible retirees shall receive the monthly minimum mandated employer contribution to participate in PEMHCA \$112.00 per month for the calendar year 2012) and a \$721.43 monthly contribution to a Retirement Health Savings Plan (RHS). The total monthly expenditure for pre-January 1, 2008, employees who thereafter retire, shall remain fixed at a maximum \$833.43 (consisting of the minimum mandated contribution to participate in PEMHCA, as from time to time exists, and the RHS contribution.)
2. **January 1, 2008, through July 14, 2014** (10 complete years of CITY service) – employees hired on and after January 1, 2008, and before July 15, 2014, and who thereafter retire from CITY service with a minimum of ten (10) complete years of service with the CITY, shall receive CITY-funded medical insurance for the retiree and eligible dependents, in an amount not to exceed \$360.00 per month up to the date of eligibility to receive Medicare. Upon employee eligibility for Medicare, the CITY contribution to medical insurance shall be in the minimum mandated amount for employer contributions to participate in PEMHCA.
3. **January 1, 2008, through July 14, 2014** (fewer than 10 complete years of CITY service) - for those employees hired on and after January 1, 2008, and before July 15, 2014, who then retire from CITY service with fewer than ten (10) full years of CITY service, the CITY medical; insurance contribution shall be equivalent to the minimum mandated employer contribution to participate in PEMHCA.
4. **July 15, 2014, and later employees** – Employees hired on or after July 15, 2014, are eligible to receive only the PEMHCA minimum mandated contribution. The minimum contribution will be \$100.

C. Dental and Orthodontic:

The CITY agrees to provide a dental and orthodontic benefit plan. The CITY also agrees to pay monthly premium payments for each employee and the employee's dependents.

D. Vision Plan:

The CITY agrees to provide a vision plan. The CITY also agrees to pay monthly premium payments for each employee and the employee's dependents.

E. Life Insurance:

The CITY agrees to provide life insurance coverage in the coverage amount of \$50,000 through an insurance company selected by the CITY. The CITY shall pay the full monthly premium for said life insurance. When available through the CITY, employees may purchase additional life insurance at a cost to be paid by the employee.

F. Long-Term Disability:

The CITY agrees to provide long-term disability insurance coverage through an insurance company selected by the CITY. The CITY shall pay the full monthly premium for said insurance coverage.

G. Short-Term Disability:

The CITY agrees to provide short-term disability insurance for all eligible represented classes through an insurer selected by the CITY. The CITY shall pay the full premium for said insurance.

H. Cafeteria Plan:

The CITY agrees to establish a Cafeteria Plan to allow employees to make pre-tax deductions from their earnings for the purposes of being reimbursed by a third-party administrator for eligible health and dependent care expenses. As part of this plan, the CITY agrees to provide a “premium-only plan” which will allow employees to make pre-tax deductions from their earnings for the purposes of paying their employee contributions for medical insurance premiums. The CITY will pay all administrative costs for this program.

I. California Public Employees Retirement System:

1. The CITY will provide the CalPERS retirement formulas as outlined below:

Employees hired prior to December 30, 2012: Effective July 1, 2007, the CITY amended its CalPERS retirement contract to provide Section 21354.5 (2.7% at Age 55 Retirement Benefit Formula, One-Year Final Compensation) for represented employees. The CITY shall pay the full employer cost for this benefit. The employee rate will be eight (8) percent. Effective September 9, 2012, employees will pay six and one-half percent (6.5%) of the employee portion of the CalPERS retirement contribution. Effective June 30, 2013, members will pay the entire eight percent (8%) of the Employee portion of the CalPERS retirement contribution.

Employees hired on or after December 30, 2012: Effective December 30, 2012, the CITY amended its CalPERS retirement contract in accordance with Section 21354.5 of the Public Employees’ Retirement Law, to provide a 2% at age 60 (Three-Year Final Compensation) retirement benefit formula for represented employees hired on or after December 30, 2012. Effective January 1, 2013, this benefit only applies to employees hired who are, by CalPERS definition, a “Classic member”. The term Classic member is an individual who entered into membership with CalPERS or a reciprocal retirement system on or before December 31, 2012, and who does not meet the definition of a “New member” in Government Code (“GC”) Section 7522.04(f). Employees who receive this retirement benefit formula will pay the entire seven percent (7%) of the employee portion of the CalPERS retirement contribution.

Effective January 1, 2013, under the Public Employees’ Pension Reform Act of 2013 (“PEPRA”) the CITY will provide a 2% at age 62 (Three-Year Final Compensation) retirement benefit formula for represented employees hired as a “New Member” on or after January 1, 2013. CalPERS definition of a New Member means any of the following: 1. An individual who becomes a member of CalPERS for the first time on or after January 1, 2013. 2. An individual who

is not subject to reciprocity (under GC 7522.02(c)). 3. An individual who was an active member of CalPERS or reciprocal retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer. A New member will pay 50% of the normal cost rate for their defined benefit plan, which was seven percent (7%) as of July 1, 2019. The normal cost rate may fluctuate based on CalPERS actuarial valuations.

2. CalPERS 1959 Survivor Benefit. Effective November 7, 2004, the CITY agreed to provide the fourth level 1959 Survivor Benefit to represented employees. The CITY shall pay the employer's administrative costs for said benefit, and the employee shall pay his or her share of the monthly cost for said program.
3. Effective November 7, 2001, the CITY agreed to amend its contract with the California Public Employees Retirement System to provide Military Service Credit as Public Service (GC Section 21024). Under this amendment, employees must pay the costs of purchasing their service credit.

ARTICLE 2.17 DEFERRED COMPENSATION

For those employees participating in a CITY sponsored 457 Deferred Compensation Program, the CITY shall contribute a matching amount to the employee's account on a dollar-for-dollar basis, not to exceed two thousand dollars (\$2,000) per year.

ARTICLE 2.18 TUITION REIMBURSEMENT PROGRAM

After twelve (12) months of full-time employment with the CITY, regular full-time employees shall be eligible to receive financial assistance for approved courses completed at an accredited educational institution. The maximum reimbursable amount shall be thirty-five hundred dollars (\$3,500) (with a lifetime cap of thirteen thousand eight hundred dollars (\$13,800)) per employee per fiscal year for allowable expenses as outlined in the CITY's Tuition Reimbursement Policy. Reimbursement will be made provided: pre-approval was obtained; courses are satisfactorily completed; appropriate proof of successful completion is submitted to Human Resources; courses of instruction will enable the employee to perform their present duties more effectively or will prepare them for future opportunities which they could reasonably expect a promotion or transfer to at the CITY; the hours of instruction for the course do not conflict with the employee's regularly scheduled work day; and reimbursement is limited to a maximum of two courses per semester or quarter. Both the CITY and ASSOCIATION believe that tuition reimbursements under this section are not subject to taxation, and the CITY's practice of not subjecting them to tax withholding will continue.

Repayment of Tuition Reimbursement:

Employees are required to pay back a pro-rated amount of the tuition reimbursement received if the employee voluntarily separates from employment with the CITY within three (3) years of receiving such reimbursement. The repayment amount shall equal the remaining pro-rated portion of the compensation received. For example, an employee would be required to pay back one half (1/2) of the compensation

received if the employee voluntarily separates eighteen (18) months after receiving tuition reimbursement. The repayment may be deducted from the employee's final check or leave cash-out with the written agreement of the employee.

SECTION III – HOURS

ARTICLE 3.01 LEAVES

All applicable leave accruals (i.e., annual), unless otherwise specified in this MOU, are calculated and credited to each employee based upon an eight (8) hour workday. All leave hours taken shall be based upon the length of a given employee's workday (i.e., 8 hrs, 9 hrs, 10 hrs, 12 hrs) and charged against the applicable accrued leave balance.

A. Jury Leave

Employees who are called for jury service in any court in the State of California or in the United States shall be granted a paid leave of absence to serve as a juror.

An employee summoned to and serving on jury duty shall submit evidence of the summons to Human Resources and may be absent from duty with full pay. The employee shall be entitled to retain the pay received for jury duty as partial or full reimbursement for the additional expenses associated with jury duty, with no additional reimbursement by the CITY.

B. Military Leave

Military leaves of absence shall be governed by the provisions of Sections 395 *et seq.* of the Military and Veterans Code.

C. Family Illness Leave

When employees need a leave of absence due to a family illness, said leave time shall be taken and paid from accrued Annual Leave.

D. Bereavement Leave

1. Immediate Family. For purposes of determining Bereavement Leave, the term "immediate family" is defined as spouse, domestic partner, child, parent, sibling, and grandparents; the aforementioned, either natural, legally adopted, step or in-law, or any person over whom the employee acts as the legal guardian, or a verifiable current member of the employee's immediate household. The CITY and the Association further agree that the definition of immediate family shall include an ex-spouse if the employee is escorting dependent children to the funeral of an ex-spouse who was the parent of the dependent child or children.

2. Travel Less Than 300 Miles. Upon the death of an immediate family member whose memorial/burial services occur within less than 300 miles from the CITY, an employee may use up to three (3) work shifts of paid Bereavement Leave not chargeable to any other leave and an additional two (2) work shifts of any other leave or of unpaid leave for a total of five (5) work shifts.
3. Travel More Than 300 Miles. Upon the death of an immediate family member whose memorial/burial services occur 300 miles or more from the CITY, an employee may use up to five (5) work shifts of paid Bereavement Leave not chargeable to any other leave.
4. Other Terms and Conditions of Use. Bereavement Leave must be completed within three (3) months of the immediate family member's death and may be intermittent leave and is not required to be used in consecutive amounts. Intermittent leave shall equate to the number of equivalent hours as constitute the employee's normal work shifts as of the date Bereavement Leave is first requested. Employees are required to provide documentation to the CITY of the immediate family member's death within thirty (30) days of the first day of use of Bereavement Leave. "Documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The CITY shall maintain the confidentiality of any employee requesting leave under this section. Any documentation provided to the CITY regarding this leave shall be maintained as confidential and shall not be disclosed except to internal personnel or counsel, as necessary or as required by law.

E. Reproductive Loss Leave

Employees who have been employed by the CITY for at least thirty (30) days may take up to five (5) work days of reproductive loss leave following a reproductive loss event. Employees who experience more than one reproductive loss event within a twelve (12) month period may take up to five (5) work days off for each reproductive loss, up to a maximum of twenty (20) work days of reproductive loss leave within a twelve (12) month period. Employees may take the leave following their own reproductive loss event or that of another person, if the employee would have been the parent of the child born or adopted.

Definitions

A reproductive loss event is any of the following:

1. Miscarriage;
2. Stillbirth;
3. Failed adoption – for example, if a birth mother or legal guardian breaches or dissolves an adoption agreement, or if an adoption is not finalized for another reason;
4. Failed surrogacy – for example, if a surrogate breaches or dissolves a surrogacy agreement, or if an embryo transfer fails; or

5. Unsuccessful assisted reproduction – for example, a failed intrauterine insemination or embryo transfer.

Other Terms and Conditions

Employees may take the leave on consecutive work days, or can elect to use the leave on non-consecutive work days. The leave must be completed within three (3) months of the reproductive loss event. However, if prior to or immediately after a reproductive loss event, the employee is on or chooses to go on Pregnancy Disability Leave, leave under the California Family Rights Act, and/or any other leave entitlement under state or federal law, the employee must complete the Reproductive Loss Leave within three (3) months of the end date of the other leave.

Employees must provide reasonable advance notice of the need for the leave to their supervisor, unless advance notice is not feasible. If advance notice is not feasible, the employees should notify their supervisor as soon as possible of the need for the leave. The CITY may require documentation of the qualifying reproductive loss event.

The employee may elect to use accrued, available Annual Leave and/or Compensatory Time for the reproductive loss leave; otherwise, the leave is unpaid.

F. Leave for Crime Victims

Employees who are victims of certain crimes or who have certain relationships with the victim of certain crimes may take time off work under the following circumstances:

1. Type 1 Crime
 - (a) The crime must be a violent or serious felony as defined by law, or a felony provision of law proscribing theft or embezzlement;
 - (b) The employee must be the victim of the crime, or the employee must be an immediate family member, a registered domestic partner, or a child of a registered domestic partner who is the victim of the crime; and
 - (c) The absence from work must be in order to attend judicial proceedings related to the crime.

An immediate family member is defined as: a spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, and stepfather. A registered domestic partner means a domestic partner who is registered in accordance with California state law.

2. Type 2 Crime

- (a) The employee, or the employee's spouse, parent, child, sibling, or guardian, must be a victim of any of the following offenses as defined by the Penal Code and/or Vehicle Code and identified in California Labor Code section 230.5. "Victim" is defined as suffering direct or threatened physical, psychological, or financial harm as a result of the following offenses.
 - (1) vehicular manslaughter while intoxicated
 - (2) felony child abuse likely to produce great bodily harm or death
 - (3) assault resulting in the death of a child under eight years of age
 - (4) felony domestic violence
 - (5) felony physical abuse of an elder or dependent adult
 - (6) felony stalking
 - (7) Solicitation for murder
 - (8) Serious felony
 - (9) Hit-and-run causing death or injury
 - (10) Felony driving under the influence causing injury
 - (11) Sexual assault
- (b) The employee requests time off work to appear in court to be heard at any proceeding (including any delinquency proceeding) involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which the right of the victim (the employee, or the employee's spouse, parent, child, sibling, or guardian) is at issue.

Notice of the Need for the Time Off /Leave

The employee must notify their supervisor of the need for the time off work at least ten (10) work days in advance of the date on which the employee intends to take time off work to attend the judicial proceeding. If ten (10) work days advance notice is not reasonably possible, employee should notify their supervisor as soon as reasonably possible in advance of the absence. The employee's notice to the supervisor should include the documentation/certifications described below if possible. If advance notice of the absence is not feasible, the employee must provide to their supervisor the documentation/certification below within a reasonable period of time after the employee's absence from work.

For time off for a Type 1 Crime, the employee must provide to their supervisor documentation of the scheduled court proceeding either before taking the time off work or within a reasonable time after the absence from work. Such documentation is typically a notice given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office, or a victim/witness office.

For time off for a Type 2 Crime, the employee must provide to their supervisor appropriate certification either before taking time off work, or within a reasonable time after the absence from work. Appropriate certification may include: (a) a police report indicating that the employee was a victim of the a crime that falls within the Type 2 Crime definition above; (b) a court order protecting or separating the employee from the perpetrator of the offense or other evidence from the court or prosecuting attorney that employee has appeared in court; or (c) documentation from a medical professional, domestic violence advocate, advocate for victims of sexual assault, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from a Type 2 Crime.

Use of Accrued, Available Paid Leave

When an employee takes time off/leave for a qualifying reason, the employee must use accrued available Annual Leave and/or Compensatory Time to cover the time absent from work; otherwise, the time off/leave will be unpaid.

G. Leave for Victims of Domestic Violence, Sexual Assault, Stalking or Certain Crimes

Employees who are victims of domestic violence, sexual assault, and/or stalking, or a crime that caused physical injury, or caused a mental injury and threat of physical injury, and employees whose immediate family member is deceased as a direct result of a crime are eligible for time off work for the following purposes:

1. To seek medical attention for the injuries caused by the crime or abuse;
2. To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse;
3. To obtain psychological counseling related to an experience of crime or abuse;
4. To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation; and
5. To obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or their child.

For purposes of this section, the term “crime” is defined, as set forth in Section 13951 of the California Government Code, to mean a crime or public offense that would constitute a misdemeanor or a felony and regardless of whether any person is arrested for, prosecuted for, or convicted of committing the crime.

Notice of the Need for the Time Off/Leave

An employee needing time off work for any of the above purposes shall notify Human Resources as soon as reasonably possible in advance of the employee’s intention to take the time off from work, unless advance notice is not feasible. When the employee does not provide advance notice of the intent to take the time off from work, the employee must provide, within a reasonable period of time after the absence, a certification to Human Resources. The certification may be:

1. A police report indicating that the employee was a victim;
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse;
3. Evidence of the employee's court appearance;
4. Documentation from a licensed medical professional, domestic violence/sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting from the crime or abuse; or
5. Other reasonable evidence that reasonably verifies a crime or abuse occurred, or that the absence was for a qualifying reason.

Use of Accrued, Available Paid Leave

When an employee takes time off/leave for a qualifying reason, the employee must use accrued available Annual Leave and/or Compensatory Time off to cover the time absent from work; otherwise, the time off/leave will be unpaid. Nothing in this section creates a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is permitted by, the federal Family and Medical Leave Act (29 U.S.C. sect. 2601, et seq.).

H. Time Off/Leave for School Activities

Employees, who are a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children in kindergarten, or grades 1 through 12, or attending a licensed child care provider/facility, are eligible to use up to 40 hours of time off work each year for qualifying school/licensed child care provider activities (described below) and subject to the conditions below. Any unused time does not roll over to the following year.

1. Qualifying School/Licensed Child Care Provider Activities

An eligible employee may take time off work for the following reasons:

- (a) to find, enroll, or re-enroll his/her child in a school or with a licensed child care provider;
- (b) to participate in activities of his/her child's school or licensed child care provider; and/or
- (c) to address a school or childcare provider emergency which means that the employee's child cannot remain in a school or with a child care provider due to:
 - (1) the child's behavioral or discipline problems;
 - (2) the closure or unexpected unavailability of the school or child care provider (excluding planned holidays); or
 - (3) a natural disaster, including but not limited to, fire, earthquake, or flood.

An employee cannot use more than eight (8) hours of time off in any calendar month (out of the forty (40) hours available each year) for the reasons in paragraphs 1(a) and/or (b).

If more than one eligible employee seeks planned time off work for the same child/children and a qualifying school/licensed child care provider activity, and the employees work at the same worksite, the first employee at that worksite to request the time off will receive the time off. After the CITY makes the determination concerning who made the request first, the other employee(s) at the same worksite will only receive the time off if it is approved subsequently by their supervisor.

2. Notice of the Need for the Time Off Work/Absence

For time off work for school/licensed child care provider activities under paragraphs 1(a) and/or (b) above, an employee must provide notice to their supervisor of the need for time off work at least 10 work days in advance of the need for the time off. When 10 work days advance notice is not reasonably possible, the employee must notify their supervisor of the need for the time off as soon as reasonably possible in advance of the time off.

When the time off work is for an emergency, as defined in paragraph 1(c) above, the employee must notify their supervisor as soon as possible before taking the time off work, if reasonably feasible. If such notice before taking the time off work is not reasonably feasible, the employee must provide the notice to the supervisor as soon as reasonably possible thereafter.

Upon the CITY's request, employees must provide to the CITY written verification from the school or licensed child care provider that the employee engaged in a qualifying school/licensed child care provider activity on a particular date and time.

3. Use of Accrued, Available Paid Leave to Cover the Time Off Work/Absence

When an employee takes time off work for a planned absence for an above qualifying reason, the employee must use accrued, available Annual Leave and/or Comp Time to cover the time off work, and any remaining amount of time off not covered by the accrued, available Annual Leave and/or Comp Time shall be unpaid. For an unplanned time off work/absence due to an emergency as defined above, the employee can elect to use accrued, available Annual Leave and/or Comp Time in order to receive pay for all or part of the time off work. Otherwise, any time off work not covered by Annual Leave and/or Comp Time shall be unpaid.

Employees who are a parent or guardian of a child suspended from school may take time off to comply with the school's request, under California Education Code section 48900.1, that the employee attend the child's school. Prior to taking the time off for this purpose, the employee shall notify their supervisor as soon as reasonably possible, and, if feasible, at least 10 work days before the date of the school attendance date, and provide to the employee's supervisor a copy of the school's request. The employee's time off from work will be unpaid, unless the employee elects to use accrued, available Annual Leave and/or Comp Time for the work absence.

I. Annual Leave

1. All employees covered by the terms and conditions of this MOU shall accrue Annual Leave per the following schedule:

Years of Service	Annual Accrual	Maximum Accrual
1 to 3 years	152 hours per year (19 days x 8 hrs)	544 hours
4 to 6 years	176 hours per year (22 days x 8 hrs)	544 hours
7 to 10 years	192 hours per year (24 days x 8 hrs)	544 hours
11 to 15 years	232 hours per year (29 days x 8 hrs)	544 hours
16+ years	272 hours per year (34 days x 8 hrs)	544 hours

2. The maximum amount of scheduled Annual Leave time which may be taken shall be thirty (30) working days in a fiscal year unless used for sick leave purposes. Additional Annual Leave for exceptional situations may be granted on a case-by-case basis by the City Manager.
3. A minimum of eighty (80) hours of Annual Leave and/or floating holiday must be used each fiscal year by the employee.
4. Annual Leave may be accrued up to a maximum of five hundred and forty-four (544) hours. When this maximum amount is reached, the employee will no longer accrue additional Annual Leave. Annual Leave accruals will re-commence in the next pay period following the use of Annual Leave which reduces this balance below the maximum allowed. It is incumbent upon the employee to manage their accrued annual time off so as not to exceed the maximum amount of five hundred and forty-four (544) hours.
5. Earned and accrued Annual Leave may be taken before the completion of the first year of service with the approval of the City Manager or designee. Annual leave may be taken for the purpose of sick leave after the completion of ninety (90) days of CITY service and does not require City Manager approval. [See Article 3.01(J) below for requirements related to the use of annual leave as sick leave].
6. Vacation Postponement. If an employee does not utilize his or her Annual Leave for the purposes of vacation in any fiscal year, the employee may, subject to the approval of the City Manager, be allowed such vacation leave during the succeeding fiscal year. In no event, however, shall any employee's vacation leave with pay exceed thirty (30) working days in any fiscal year.
7. Holidays Within the Annual Leave period. Holidays falling within the scheduled Annual Leave period shall not be considered as part of an employee's vacation. Should a holiday be declared during an employee's Annual Leave period, an equivalent number of Holiday Leave Bank hours will be used instead of the Annual Leave. Illness occurring during a scheduled Annual Leave

period shall not be considered as unscheduled (sick) leave.

8. Unused Annual Leave. Any employee who is eligible for Annual Leave benefits and terminates their employment with the CITY will be paid for any unused Annual Leave hours.
9. Use of Annual Leave in excess of eighty (80) consecutive hours, excluding usage for qualified sick leave, will require the City Manager's approval.
10. Employees who have a balance of at least one hundred and sixty (160) hours and have used a minimum of eighty (80) hours in the past fiscal year can cash out a maximum of eighty (80) hours of Annual Leave on the first payday in June and December each year. Starting with calendar year 2025, employees shall be entitled to cash out accrued Annual Leave twice yearly as currently provided, but they must first irrevocably designate in writing the amount of leave to be cashed out in the calendar year preceding the cash-out and it must be from future accruals. Cash-out is at the employee's rate of pay at the time paid. Human Resources and/or Finance will supply the irrevocable designation form upon request.

J. Sick Leave

1. Personal Sick Leave:

When an employee is absent from work due to personal illness, injury, a health-related reason (such as the diagnosis, care, or treatment of a health condition), or preventive care, said leave time shall be taken and paid from the accrued Annual Leave Bank.

2. Family Sick Leave:

When an employee is absent from work, or needs a leave of absence due to an illness or injury or health-related reason (such as the diagnosis, care, or treatment of a health condition) or preventive care of a qualified family member, said leave time shall be taken and paid from accrued Annual Leave Bank.

For the purpose of Family Sick Leave, a qualified family member means the employee's: child (includes any age or dependency status, or for whom the employee is a legal ward of stands in loco parentis), parent (includes a person who stood in loco parentis of the employee as a child), parent-in-law, spouse, registered domestic partner, grandparent, grandchild, or sibling.

3. Other Statutory Use:

Leave time shall be taken and paid from the accrued Annual Leave Bank to cover an absence for an employee who is a victim of domestic violence, sexual assault, or stalking to:

- a) Obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or their child(ren).

- b) Obtain medical attention or psychological counseling; services from a shelter, program, or crisis center; or participate in safety planning or other actions to increase safety.

4. Medical Certification:

In the event of sick leave absences due to personal illness or injury, which exceeds three (3) consecutive workdays, the Department Head or Human Resources may require a physician's statement indicating the employee's fitness to return to work.

K. Leave Of Absence

NOTE: It is the intent of the CITY to comply fully with the Family and Medical Leave Act of 1993, the California Family Rights Act of 1995, and the California Pregnancy Disability Leave Law. Nothing in this MOU is intended to restrict employees' rights under these laws.

Leave Without Pay. An employee may be allowed a Leave of Absence without Pay. This can be initiated by a written request from the employee or a family representative if the employee is unable to make the request. The request shall be directed to the employee's Department Head, who will forward it with a written recommendation to the City Manager for review and approval. The City Manager's decision to approve or deny the request shall, in all cases, be final. The City Manager may grant an employee a Leave of Absence without Pay for a period not to exceed six (6) months. During such Leave of Absence without Pay, Annual Leave, and Holiday Leave Bank credits will not accrue, and the employee will be excluded from all other compensation and fringe benefits. However, the employee, at his or her discretion and cost, may take advantage of the COBRA program so that applicable benefits may continue.

L. Workers' Compensation Leave

When an employee is unable to work due to an accepted work-related injury, that employee shall receive Total Temporary Disability (TTD) benefits as provided by law. For sixty (60) workdays, the CITY shall pay the employee the difference between his/her regular base salary and the amount of the TTD payment. Any partial day off counts as a full day towards the sixty (60) days. Beyond the first 60 workdays of TTD, the employee shall have the option of using accumulated Annual Leave to supplement the TTD provided; however, the combined amount received from TTD and the supplement does not exceed 100% of base salary.

- M. During a pay period wherein an employee is supplementing his or her TTD with accrued Annual Leave, that employee will continue to accrue Annual Leave at their normal rate. This supplement shall be, at a minimum, equal to the employee's bi-weekly accrual rate. PAID LEAVE USE CONSIDERED HOURS WORKED FOR OVERTIME COMPUTATIONS

In determining an employee's eligibility for overtime pursuant to the FLSA, the use of paid leave

time during an FLSA-designated work period shall be considered “hours worked” for purposes of determining FLSA eligibility for overtime.

ARTICLE 3.02 WORK SCHEDULES

A. Workweek:

The CITY defines the FLSA workweek for non-exempt employees as a period of 168 hours during 7 consecutive 24-hour periods beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday, except for employees on a 9/80 or 3/12 work schedule.

B. Workweek for 9/80 Work Schedule:

Employees working a 9/80 work schedule will have a regular day off every other week as determined by the CITY. For such employees working a 9/80 work schedule, each employee’s designated workweek shall begin exactly four hours after the start of their eight-hour shift on the day of the week that corresponds to the employee’s alternating regular day off.

C. Workweek for 3/12 Work Schedule:

Public Safety Dispatchers working a 3/12 work schedule will have an alternating regular day off every other week as determined by the CITY. For such employees working a 3/12 work schedule, each employee’s designated workweek shall begin exactly half way through their twelve-hour shift on the day of the week that corresponds to the employee’s alternating regular day off.

D. Alternative Work and Lunch Schedules:

With the approval of the Department Director, a Manager may be given the discretion to approve alternative work and lunch schedules for their subordinate personnel. The CITY reserves the right to rescind alternative work and lunch schedules with five (5) days’ notice.

E. 4/10 Work Schedules:

The parties have agreed to implement a 4/10 work schedule that provides for City Hall to be open Monday through Friday. The 4/10 work schedule for full-time employees can be any combination of workdays that allows an employee to be scheduled for four (4) ten (10) hour days totaling forty (40) hours of work in each defined FLSA workweek.

Approval of work schedules will be determined by the Department Head, with the assistance of the Human Resources Division and the approval of the City Manager. All requests by employees to work a 4/10 schedule must be in writing, approved in writing, with the specific defined workweek and work schedule identified in the approval, and placed in the employee’s personnel file. The CITY’s intent regarding 4/10 work schedules is for their use wherever feasible when requested by the employee and consistent with the operational needs of the department and the

CITY. The CITY may cancel an approved 4/10 work schedule by providing the employee with no less than fifteen (15) days, but with the goal of providing thirty (30) days advance notice. Employees wishing to change or cancel 4/10 work schedules must also provide at least fifteen (15) days but with the goal of providing thirty (30) days advance notice and obtain written approval from their Department Head, which must also be copied to Human Resources. If, after providing reasonable notice, the agreed-upon 4/10 work schedule is canceled, the affected employee shall be returned to their previously assigned work schedule (e.g., 9/80 or 3/12). Employees working 4/10 work schedules are prohibited from changing or switching their regular days off without prior approval from their Department Head due to the likelihood that overtime will result.

F. Remote/Hybrid Work Schedules:

Represented employees may be approved to work remotely or a hybrid work schedule consistent with CITY policy.

G. Changes to Work Schedules:

Effective the first full payroll period after City Council approval of the successor MOU tentative agreement or the MOU itself, all employees who work a 9/80 or 3/12 work schedule shall continue to work their assigned 9/80 or 3/12 work schedule for the duration of this MOU, unless the employee and the CITY mutually agree that the employee shall work a different work schedule (e.g., a 5/8 or 4/10).

The City reserves the right to propose changes to employee work schedules (e.g., employees on a 9/80 or 3/12) subject to completion of the meet and confer process with the ASSOCIATION per the requirements of the MMBA before implementing any such change in work schedules.

The City reserves the right to change work schedules for any vacant ASSOCIATION represented position with fifteen (15) calendar days' notice to the ASSOCIATION and an opportunity for the ASSOCIATION to consult about the proposed change before posting the vacancy with the changed work schedule.

An employee's 9/80 or 3/12 work schedule shall not be affected by promotions, reclassifications, or transfers within the bargaining unit, unless the CITY and ASSOCIATION either mutually agree to change it or complete the meet and confer process required by the MMBA.

SECTION IV – WORKING CONDITIONS

ARTICLE 4.01 PROBATION PERIOD

- A. All newly hired employees represented by the ASSOCIATION shall serve a twelve (12) month probation period commencing on the designated effective date of employment.
- B. All newly promoted employees represented by the ASSOCIATION shall serve a six (6) month probation period commencing on the designated effective date of promotion. If the newly promoted employee does not pass probation as determined by the CITY, the CITY shall return the employee to the position they held immediately prior to the promotion.
- C. Any former employee who has passed probation and is recalled from a lay-off action shall serve a three (3) month probationary period commencing on the designated effective date of re-employment.
- D. Each employee serving a probation period shall, in accordance with CITY policies, receive a performance evaluation during their probation period.
- E. All probationary employees are "at will" and serve at the will and pleasure of the City Manager. They may be discharged at any time during the probationary period for any reason, with or without cause, and with no rights of appeal.

ARTICLE 4.02 GRIEVANCE PROCEDURES

A grievance is a complaint by a represented employee or the ASSOCIATION that the employee has been adversely affected due to a misinterpretation or misapplication of this MOU, any other work rules, conditions of employment, or regulations of the CITY or department, or actions of management regarding employee relations. Disciplinary actions are not subject to the procedures of this section.

This grievance procedure shall be subject to the following terms:

- A. No punitive action will be assessed against an employee for utilizing the grievance procedure.
- B. In any meeting with the supervisor, Department Head, or City Manager called to resolve a grievance, a maximum of two employees, or ASSOCIATION representatives, which may or may not include the grievant, may be excused from work, with the exception of those called as witnesses when both parties agree they are necessary to determine certain facts.
- C. The preparation of grievances shall not unreasonably interfere with the employee's regularly assigned duties.
- D. At any stage of the grievance process, both parties are entitled to representation.

- E. All time limitations imposed by the grievance procedures described in this section may be extended by mutual written agreement between the CITY and the employee or the ASSOCIATION.

Informal Grievance Procedures. Every effort shall be made to resolve a grievance through discussion between the employee and/or the employee's designated ASSOCIATION representative, and the employee's immediate supervisor, department manager, or any other person with the authority to resolve the grievance. If, after such discussion, the employee or the ASSOCIATION does not feel the grievance has been satisfactorily resolved, the employee or the ASSOCIATION may proceed with a formal grievance.

Formal Grievance Procedures. The employee or ASSOCIATION shall have the right to present a formal grievance in writing to the Department Head within fifteen (15) calendar days after the employee/ASSOCIATION knew or reasonably should have known of the occurrence which is the subject of the grievance. Failure to timely initiate the grievance procedure with the Department Head shall be a bar to the further processing of the grievance. The parties may agree to hold the timelines in abeyance while the parties attempt to resolve the issue informally, but which must be confirmed in writing by both sides. The parties may also agree to have the Administrative Services Director receive, hear, and decide a formal grievance in the event the Department Head does not have the authority to resolve the grievance.

The Department Head shall meet with the employee and/or the employee's designated ASSOCIATION representative within fifteen (15) calendar days after receipt of the written grievance. The Department Head shall review the grievance, render a decision in writing, and return it to the employee and/or the employee's designated ASSOCIATION representative within fifteen (15) calendar days after meeting with the employee or the employee's designated ASSOCIATION representative.

Appeal Procedures. If the employee disagrees with the decision reached by the Department Head, the employee may present an appeal in writing to the City Manager within fifteen (15) calendar days after the employee's receipt of the Department Head's decision. The City Manager shall set a meeting with the employee and/or the employee's designated ASSOCIATION representative to discuss the grievance within fifteen (15) calendar days. Within fifteen (15) calendar days following the meeting, the City Manager shall deliver a copy of the decision to the employee and/or the employee's designated ASSOCIATION representative. The City Manager's decision shall be final.

ARTICLE 4.03 DISCIPLINARY AND APPEALS PROCEDURE

- A. Standards of Conduct. All employees are expected to adhere to standards of reasonable and prudent conduct.
- B. Applicability of Discipline. Disciplinary action may be taken against any non-elected employee of the CITY. Employees represented by the ASSOCIATION shall have rights to the notice and hearing requirements set forth in this section.
- C. Discretion in Disciplinary Action. The City Manager, Department Head, and supervisors may exercise their discretion in applying discipline appropriate to the employee's offense(s) and work record with the CITY.

- D. Permitted Disciplinary Action. Any one or combination of the following disciplinary actions may be taken against any employee for offenses stated in this section or for any other just cause:

Oral admonishment
 Directive Memorandum
 Corrective Counseling Memorandum
 Written reprimand
 Suspension
 Reduction in salary
 Demotion Dismissal

- E. Oral Admonishment. Pre-disciplinary oral admonishments should be given in private. The supervisor shall include in the admonishment a review of appropriate departmental and/or CITY standards and policies, employee performance expected in the future, and the likely consequences of failure to correct performance or behavior within the period of time determined by the Department Head. Oral admonishments shall be memorialized in writing.
- F. Directive Memorandum. When oral communication has not been sufficient, a pre-disciplinary directive memorandum can be issued to inform and direct the employee in writing on how to complete a task and perform it correctly in the future. It may also be used to give general direction to one or more employees.
- G. Corrective Counseling Memorandum. The pre-disciplinary formal counseling process includes a dialogue between the supervisor and the employee and results in a corrective memorandum issued to the employee, which informs the employee that even after the previous direction, a task is still being completed incorrectly. This is a warning that further occurrences may result in disciplinary action and is the last pre-discipline step. The memorandum requires correction of performance.
- H. Written Reprimand. A written reprimand shall be prepared for the continued or more serious offense. The reprimand shall take the form of a memorandum, including a full, accurate, and factual statement of the reason for the reprimand. The memorandum shall be given to the employee in private. The supervisor shall explain appropriate departmental standards and policies, employee performance expected in the future, and likely consequences of failure to correct performance or behavior within the period of time determined by the Department Head. A copy of the memorandum shall be placed in the employee's personnel folder. The employee may respond to the memorandum in writing within fourteen (14) calendar days and have such response placed in the employee's personnel folder. A dated copy of the written reprimand shall be released to the employee.

Suspension Without Pay. When the employee's undesirable conduct has been continuous, repeated, or is deemed by management to be of such severity that lesser penalties are inadequate or have proved ineffective, the Department Head may impose a suspension without pay. Such suspension shall occur only after the notice procedures specified in subsections L through N have

been complied with and shall be subject to appeal in accordance with subsections O through S of this section.

- I. Reduction in Salary. In lieu of, or in addition to other forms of discipline, when facts justify, the Department Head may impose a reduction in salary upon the employee to a lower step on the present salary range or to a lower salary range, as may be appropriate. The reduction may be for a limited period or an extended period, as specified by the Department Head. Any reduction in salary shall be subject to the notice procedures specified below in subsections L through N and shall be subject to appeal in accordance with subsections O through S of this section.
- J. Dismissal. When the employee's conduct has been of a continuous nature, uncorrected by previous discipline, or is of such a nature as to make further employment not in the CITY's interests or for other good cause, the Department Head shall have the right to dismiss the employee. Dismissal shall be the final termination of the employee's employment. Any action of dismissal shall be taken only in compliance with the notice procedures specified below in subsections L through N and shall be subject to appeal in accordance with subsections O through S of this section.
- K. Pre-disciplinary Procedures. An employee being considered for any discipline involving loss of time or wages shall be ensured due process through the application of subsections L through N, pre-disciplinary steps described in this section.
- L. Written Notice. Written notice of any proposed disciplinary action shall be given to the employee in private. This notice shall include the proposed action, the intended effective date, and the specific reasons for such action. A written copy of the allegations of misconduct and the grounds for such allegations shall also be included, along with a copy of all supporting documentation upon which the department expects to rely. The employee is entitled to copies of all materials on which the allegations are based, if there are any. The employee's right to respond orally or in writing, the right to respond in person or through a designated representative, the time in which the response should be made, and to whom and where it should be made, shall be specified in the notice of intended discipline.
- M. Employee Response. An employee is entitled to a reasonable time, not to exceed fourteen (14) calendar days, to answer a notice of proposed discipline. The Department Head may grant an extension of the response period if the employee can demonstrate a reasonable need. Should an employee respond, the Department Head shall consider the response in reaching a decision or disciplinary action. The employee is entitled to respond in writing or orally, personally or through a designated representative, or any combination thereof. If the employee requests a meeting to present a response, the meeting shall not be conducted as an adversarial hearing. The employee may neither cross-examine the department's witnesses nor present a formal case to support the response. The employee shall be given the opportunity to make any representations the employee believes might affect the disciplinary decision. Extensions shall be permitted only with the consent of the Department Head. If the employee fails to respond within the time specified, the Department Head may proceed with a decision.

The Department Head has the right to conduct further investigations. If new charges result from

this investigation, the employee shall be given another opportunity to respond.

- N. Department Head's Response. The Department Head shall provide a written answer to an employee's response at the earliest practical date, not to exceed fourteen (14) calendar days following the response of the employee. The Department Head shall deliver the notice of the decision to the employee at or before the time when the action will be effective. The answer shall be dated and signed by the Department Head. The answer shall inform the employee which of the reasons and grounds in the notice of proposed discipline have been sustained. The answer shall include a statement of the employee's right to appeal, as provided herein. Additionally, the time limit for an appeal and the specific discipline to be imposed or the decision not to impose discipline shall be detailed in the answer. The effective date of discipline shall be included in the answer.

If the Department Head's decision results in a finding that the discipline is appropriate, the disciplinary action shall be immediately implemented, with restitution/reinstatement, if any, being made following conclusion of the City Manager level appeal.

- O. Appeal of Disciplinary Actions. Any employee may appeal the imposition of discipline within fourteen (14) calendar days after the receipt by the employee of the Department Head's answer. Appeals from discipline shall be in writing, signed by the appellant or the appellant's representative, and delivered to the City Manager.
- P. Appeal Hearing. Upon receipt of a timely letter of appeal, the City Manager shall set a time for a hearing. The hearing shall be held within thirty (30) calendar days after receipt of the appeal letter. The City Manager shall give not less than seven calendar days' written notice to the appellant, and any such person requesting same, of the time and place of such hearing. Said hearing shall be scheduled during normal City Hall business hours. The hearing may be open to the public or closed at the appellant's option. The appellant may appear personally and represent themselves or be represented by another of their choosing.
- a. During the examination of witnesses, all other witnesses, except the parties, shall be excluded from the hearing.
 - b. No photography, still, or motion video shall be taken in the hearing room during the hearing. An audio recording will be permitted.
 - c. The City Manager, prior to or during a hearing, may grant a continuance for any reason deemed to be important to the manager in reaching a fair and proper decision.
 - d. The City Manager shall give all parties to the action a reasonable opportunity to be heard on relevant issues. The department's representative shall first present an opening statement and oral and/or documentary evidence in support of the department's position. The appellant may present oral or documentary evidence and may cross-examine any witness called by the department. The appellant may make an opening statement on the appellant's behalf. The department's representative may cross-examine any witness

called by the appellant. Both the department and the appellant may present rebuttal evidence. The department may then make a closing statement, followed by the appellant.

- e. The City Manager shall not be bound by technical rules of evidence.
 - f. The City Manager may, at the manager's discretion, appoint a hearing officer to conduct the hearing on the manager's behalf and to report findings and recommendations to the manager for final decision. In this case, a copy of the hearing officer's report shall be provided to the appellant.
- Q. Findings and Decisions. The City Manager shall, within fourteen (14) calendar days after the conclusion of the hearing or receipt of a hearing officer's report, cause findings and a decision to be prepared in writing. The City Manager shall determine whether the action of the Department Head is supported by the evidence. Should the City Manager find that none of the charges are supported by the evidence presented, the decision shall be that no disciplinary action be taken. A decision not to impose discipline shall be accompanied by a directive from the City Manager to delete all references to the appealed action from the appellant's personnel file. Should the City Manager find that any or all of the charges are supported, the manager shall affirm, overrule or modify in whole or in part the Department Head's disciplinary action. The City Manager shall cause a copy of the findings and decision to be delivered to the appellant and the appellant's designated representative. A copy will be forwarded to Human Resources for inclusion in the appellant's personnel file.
- R. Appellant's Status during Appeal. If the pre-disciplinary meeting with the Department Head results in a decision that discipline is appropriate, the disciplinary action shall be immediately implemented, with restitution/reinstatement, if any, being made following the conclusion of the City Manager level appeal.
- S. Time Limits. All time limitations of this section may be extended or shortened by mutual agreement of the parties.

ARTICLE 4.04 PROHIBITION OF STRIKES

- A. The ASSOCIATION, its officers, and members, shall neither cause nor counsel its members or any non-represented employees to strike for any reason, nor shall it in any manner cause them to directly or indirectly to commit any concerted acts of work stoppage, slow down, or refusal to perform any customarily assigned duties for the employer, namely, the CITY, for any reason. The occurrence of any such acts or actions prohibited in this section by the ASSOCIATION shall be deemed a violation of this MOU.
- B. In applying the provisions of this section, all of its terms used here shall be given the meaning commonly understood.
- C. The ASSOCIATION shall not be liable where the acts or actions previously enumerated are not

caused or authorized directly or indirectly by the ASSOCIATION.

ARTICLE 4.05 POLITICAL ACTIVITIES

While employees are encouraged to vote before or after normal work hours, any employee entitled to vote in any public election shall be afforded the necessary time off to do so in accordance with the provisions of the California Statutes or any other means that is satisfactory to the CITY and the ASSOCIATION. No employee shall receive compensation for replacing another employee while voting.

ARTICLE 4.06 SUBSTANCE ABUSE POLICY

It is the responsibility of all affected employees to cooperate to protect the lives, personal safety, and property of co-workers and fellow citizens. All employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers. Towards this goal, employees will follow the CITY's drug-free workplace policy, which has been established and maintained separately from this MOU.

ARTICLE 4.07 LAYOFF AND RETURN POLICY

PURPOSE. To provide a policy to be followed in the event of a reduction in the workforce and subsequent recall for employment of affected employees represented by the ASSOCIATION.

- A. **Layoff.** The CITY reserves the right to lay off employees for lack of work, budgetary reasons, technological changes, or other CITY actions that necessitate a reduction in the workforce. In the event of a layoff for budgetary reasons, the CITY will follow the seniority requirements of California Government Code § 45100.
 1. The Department Head, in consultation with Human Resources, as approved by the City Manager, will implement the layoffs.
 2. Prior to the layoff of any ASSOCIATION members, the CITY shall first eliminate all contractors who are performing substantially the same duties as performed by the impacted classifications. Temporary employees, seasonal employees, part-time employees, or employees in their initial probationary period in the impacted classification within the impacted department shall be laid off first. Subsequent layoffs in the impacted classification within the impacted department shall be laid off in the following order:
 - a. The least amount of CITY seniority
 - b. The least amount of classification seniority
 - c. If seniority under "a" and/or "b" is equal, an employee's performance based on an average of all the performance evaluations within the current job classification will be evaluated by management to determine the layoff. In the event that the average of performance evaluations is equal, education and certifications may be considered to determine the layoff.

3. An employee designated for layoff shall be entitled to "bump" into a position in a job classification and department in which the employee most recently held a full-time, non-probationary appointment and in which there is an employee with less CITY seniority. If this position no longer exists or title readjustment/reclassification has occurred, a reasonable accommodation shall be made to allow the laid-off employee to assume a position equal to that one level down from their current position. Cross-department "bumping" is prohibited unless the employee has previously held a full-time, non-probationary appointment in that department. "Bumping" shall, in all cases, be downward rather than lateral. In order to "bump" into a former job classification, an employee must meet the minimum qualifications for that job classification, including the physical ability to perform that assignment.

The displaced employee shall be considered as laid off for the same reason as the person who displaced him/her and shall, in the same manner, be eligible to "bump" as described in the paragraph above. In the event of a tie in CITY seniority, performance evaluations as described in 2.c above shall be utilized in implementing the lay-off.

4. Notice of layoff shall be given to the employee with as much advance notice as possible but no fewer than fourteen (14) calendar days before the implementation date. When said notice cannot be given, the employee shall be provided with salary and benefit compensation equal to what the employee would have received under the fourteen (14) calendar day notice on a pro-rata basis.
 5. Laid-off employees shall receive compensation, less required taxes, only for applicable accumulated Annual Leave and holiday compensation leave he/she has due. Annual Leave shall be compensated based on the total number of accrued Annual Leave hours multiplied by the employee's base hourly rate of pay. Employees shall be compensated with a payment of his/her unused Sick Leave balance pursuant to Article 3.01(F) of this MOU.
 6. An employee shall not continue to accumulate seniority, Annual Leave, or any other service-related benefits with the exception of any severance-related benefits the CITY provided to laid-off employees during the period of time they are laid off.
- B. **Recall List**. The names of full-time, permanent employees who have been laid off shall be placed on a recall list for the position and job classification held at the time of lay-off for a period not to exceed twenty-four (24) months.

Individual names may be removed from the recall list for any of the following reasons:

1. The expiration of twenty-four (24) months from the date of placement on the list.
2. Re-employment with the CITY in a regular full-time position.
3. Failure to respond within fourteen (14) calendar days of mailing a certified letter regarding availability for employment. The certified letter shall be mailed to the employee's last known

address.

4. Failure to report to work within fourteen (14) calendar days of mailing a certified letter containing a notice or recall to a position.
 5. Written request to be removed from the list.
- C. **Recall.** In the event of a recall from a layoff, employees shall be recalled in reverse order of lay-off providing that the recalled employee meets the minimum qualifications for the position to be filled.
1. The classification for which the employee may be recalled to fill may be at a lower classification than the one which the employee held prior to being laid off. Financial compensation for recalled employees would be within the CITY's salary range for the classification being filled through the recall process. Returning employees shall be entitled to seniority accrued prior to layoff. Employees being recalled to a position at a lower salary level than the salary range for the position held prior to layoff may decline the recall and remain on the Recall List for the remainder of the twenty-four (24) month period.
 2. All returning employees must pass a physical examination appropriate for the respective job classification so as to ensure the returning employee is medically capable of performing the required duties. Any Americans with Disabilities Act (ADA) accommodations for disabilities existing prior to the layoff shall be continued and shall not be a reason to deem the recalled employee physically unqualified for the position being offered.
 3. All recalled employees shall serve a probationary period in accordance with Article 4.01 of the MOU between the CITY and the ASSOCIATION.
 4. When vacancies occur, the CITY shall utilize the Recall List prior to conducting an outside recruitment for positions represented by the ASSOCIATION.

ARTICLE 4.08 OTHER ITEMS

Items not specifically addressed in the MOU shall continue to be addressed in Personnel Resolution, No. 91-64 and/or the Employee Relations Resolution, No. 93-214.

During the term of this agreement, the parties agree to the following limited re-opener provisions:

- A. Update to City Employer-Employee Relations Resolution and/or local labor relations rules and procedures;
- B. Update Personnel Rules/Employee Handbook; and
- C. Creation or updates to City policies that do not conflict with the express terms of this MOU.

ARTICLE 4.09 JOINT DRAFTING

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any legal construction or interpretation to be made of this MOU, the same shall not be construed against any party.

APPROVALS

CITY OF MURRIETA

By: Justin Clifton
Justin Clifton
City Manager

MURRIETA GENERAL EMPLOYEES' ASSOCIATION

By: Jerry Aldridge
Jerry Aldridge
President

By: Richard Scott
Richard Scott
Vice President

EXHIBIT A

REPRESENTED CLASSIFICATIONS

ACCOUNTING ASSISTANT
ACCOUNTING SPECIALIST
ADMINISTRATIVE ASSISTANT
ASSISTANT PLANNER
BUILDING INSPECTOR I
BUILDING INSPECTOR II
BUILDING INSPECTOR III
CIVIL ENGINEERING ASSISTANT
CODE ENFORCEMENT OFFICER I
CODE ENFORCEMENT OFFICER II
COMM RISK/DISASTER PREPAREDNESS ADMINISTRATOR
COMMUNITY SERVICES OFFICER I
COMMUNITY SERVICES OFFICER II
CRIME ANALYST
CRIME SCENE/PROPERTY EVIDENCE SPECIALIST
DEVELOPMENT SERVICES TECHNICIAN
EMS COORDINATOR
EXECUTIVE ASSISTANT
FIRE EQUIPMENT MECHANIC
FIRE INSPECTOR
FIRE PROGRAM ASSISTANT
GIS TECHNICIAN
HISTORIAN/ARCHIVIST
INFORMATION SYSTEMS COORDINATOR
INFORMATION SYSTEMS TECHNICIAN I
INFORMATION SYSTEMS TECHNICIAN II
JR PLANNER
LIBRARIAN I
LIBRARIAN II
LIBRARY ASSISTANT I
LIBRARY ASSISTANT II
LIBRARY SPECIALIST
MAINTENANCE WORKER I
MAINTENANCE WORKER II
OFFICE ASSISTANT I
OFFICE ASSISTANT II
PARK RANGER
PLANS EXAMINER
POLICE SERVICES TECHNICIAN I
POLICE SERVICES TECHNICIAN II
PROPERTY/EVIDENCE TECHNICIAN
PUBLIC SAFETY DISPATCHER I
PUBLIC SAFETY DISPATCHER II

MURRIETA GENERAL EMPLOYEES' ASSOCIATION
July 1, 2024 – June 30, 2027

PW EQUIPMENT OPERATOR/SENIOR MAINTENANCE WORKER
PW INSPECTOR
RECORDS CLERK
RECORDS MANAGEMENT COORDINATOR
RECREATION COORDINATOR
SENIOR FIRE EQUIPMENT MECHANIC
SENIOR MAINTENANCE WORKER
SENIOR RECREATION COORDINATOR
SENIOR CODE ENFORCEMENT OFFICER
SENIOR ADMINISTRATIVE ASSISTANT
SENIOR CRIME ANALYST
SENIOR DEVELOPMENT SERVICES TECHNICIAN
SENIOR LIBRARY ASSISTANT
SENIOR OFFICE SPECIALIST
SENIOR PLANS EXAMINER
SENIOR PUBLIC WORKS INSPECTOR
TRAFFIC SIGNAL TECHNICIAN



CITY OF MURRIETA

City Council Meeting Agenda

Report

9/16/2025
Agenda Item No. 6.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Brian Ambrose, Community Services Director

PREPARED BY: Lea Kolek, Parks and Community Service Manager

SUBJECT: Flock Camera Purchase - California Oaks Sports Park and Torrey Pines Park

RECOMMENDATION

Approve the purchase of new Flock Cameras from Flock Group, Inc., for California Oaks Sports Park and Torrey Pines Park;

Amend the Fiscal Year 2025/26 and 2026/27 Operating Budget as described in the Fiscal Impact section of this report;

Authorize the City Manager to execute all related documents and request orders; and

Authorize the City Manager, or his designee, to make minor, non-substantive modifications to the deployment plan as needed to address site specific installation conditions, provided such changes do not materially alter project scope or cost.

PRIOR ACTION/VOTE

On August 15, 2023, the City Council approved a five (5) year agreement with Flock Group, Inc. and approved an additional appropriation of \$5,500 in the Supplemental Law Enforcement Fund Operating Budget for Fiscal Year 2023/24 (Vote: 5-0).

On August 20, 2024, the City Council approved the addition of the Enhanced License Plate Reader package, appropriated an additional \$15,000 in the Fiscal Year 2024-25 Supplemental Law Enforcement Fund Operating Budget (Vote: 5-0).

On June 3, 2025, the City Council adopted Joint Resolution No. 25-4837, MLB 25-201; CSD 25-285, RSA 25-35, MHA 25-45 approving the Operating Budget for Fiscal Years 2025/26 and 2026/27, Authorizing Unassigned Fund Balances to be Set Aside in Various Operating and Sustainability Reserves, Approve the use of Previously Set Aside Sustainability Reserves and Authorize the Transfer of Those Funds (Vote: 5-0).

CITY COUNCIL GOAL

Provide a high level of innovative public safety.

DISCUSSION

History

Over the past 18 months, California Oaks Sports Park has experienced a sustained pattern of vandalism and graffiti, resulting in repeated damage to public facilities, increased maintenance costs, and interruptions to community use. The park has also been the site of criminal activity that directly impacts the safety of young residents and families, including a law enforcement sting operation in which an individual was apprehended for selling illegal substances to students.

Torrey Pines Park, while not experiencing the same level of vandalism, has become a frequent overnight encampment site for homeless individuals in close proximity to a middle school. In several documented instances, individuals have secured themselves inside public restrooms, leading to hazardous situations for Park Maintenance staff, Park Rangers, and police officers conducting inspections. These encounters have created an unsafe and disruptive environment for employees and park visitors.

The accumulation of these incidents has highlighted the need for proactive security measures. The installation of Flock surveillance cameras at these locations will serve as both a deterrent to future criminal activity and a tool for assisting law enforcement in the timely investigation and resolution of incidents. Flock cameras are currently utilized by the Murrieta Police Department, and this project will allow Park Maintenance staff, Park Rangers, and police officers to share information to ultimately reduce vandalism.

Description of Flock Camera System

The proposed security enhancement includes the installation of Flock surveillance cameras at California Oaks Sports Park and Torrey Pines Park. The deployment plans, provided as an exhibit to this report, illustrate the anticipated coverage areas for both sites. While each plan covers the majority of the park, particular focus has been given to locations most frequently affected by vandalism, graffiti, and unauthorized overnight use.

The cameras will be pole-mounted and powered entirely by solar energy, eliminating the need for traditional electrical connections and minimizing installation impact. Several camera types will be utilized to address specific operational needs (See Attachment 1 for full product and service descriptions):

- **Pan/Tilt/Zoom (PTZ) Cameras** - Allow operators to remotely adjust the camera's direction and zoom for enhanced situational awareness in real time.
- **License Plate Reader (LPR) Cameras** - Equipped with A.I.-driven software capable of reading license plates and identifying additional distinguishing details (e.g., make, model, color, unique features such as bumper stickers or roof racks). This data is transmitted via cellular network to a secure, cloud-based server, where it can be searched or used to trigger immediate alerts for vehicles of interest, such as those reported stolen or associated with criminal activity.
- **Static Cameras** - Fixed-position cameras, deployed individually or in multi-unit clusters, to continuously capture activity along specific paths of travel within the park.

Although the aerial deployment exhibits may appear to show "coverage bleed" into adjacent private properties, no surveillance will occur beyond park boundaries. Cameras will be mounted and angled to focus solely on park facilities, with mounting heights adjusted to limit the field of view accordingly.

Installation and ongoing system monitoring will be performed by Flock as part of the contract, with all associated costs and service terms outlined in the Order Form exhibit.

Anticipated Benefits and Outcomes

The deployment of Flock surveillance cameras at California Oaks Sports Park and Torrey Pines Park is expected to deliver several significant public safety and operational benefits:

- **Enhanced Crime Deterrence** - The visible presence of pole-mounted cameras, supported by advanced monitoring capabilities, will act as a deterrent to vandalism, graffiti, and other unlawful activities.
- **Improved Law Enforcement Response** - Real-time alerts from the LPR system, coupled with the ability to review recorded footage, will allow the Murrieta Police Department to identify suspects more efficiently, track vehicles of interest, and expedite investigations.
- **Evidence Collection** - High-quality video, combined with A.I.-enhanced vehicle identification, will provide law enforcement and the City with reliable evidentiary materials to support prosecutions and civil proceedings when warranted.
- **Increased Staff Safety** - By monitoring high-risk areas remotely, Park Rangers and maintenance staff will be better able to assess potential hazards before entering situations, reducing the likelihood of unsafe encounters with individuals engaged in criminal activity or unauthorized use of facilities.
- **Operational Efficiency** - The solar-powered, cellular-based system eliminates the need for costly electrical work and supports flexible camera placement to maximize coverage.
- **Community Reassurance** - By addressing known issues in these two (2) highly utilized public spaces, the City demonstrates a proactive commitment to the safety, security, and quality of life for residents and park visitors.

The combination of these benefits is anticipated to reduce incidents, improve investigative outcomes, and foster an environment where residents feel confident in the safe enjoyment of City parks.

FISCAL IMPACT

The total cost for the purchase and installation of Flock camera systems at California Oaks Sports Park and Torrey Pines Park is \$183,350.01 for a two (2) year term, including equipment, professional services, and installation.

Funding for these purchases will require amendments to the Fiscal Year (FY) 2025/26 and FY 2026/27 Operating Budgets as outlined below:

- Amend the FY 2025/26 Operating Budget by establishing an appropriation of \$57,600.01 using Measure T Unassigned Fund Balance.
- Amend the FY 2025/26 Operating Budget by establishing an appropriation of \$38,000 using Landscape & Lighting District 12 Warm Springs (Fund 212) Unassigned Fund Balance.
- Amend the FY 2026/27 Operating Budget by establishing an appropriation of \$87,750 using Measure T Unassigned Fund Balance.

For **California Oaks Sports Park**:

- Year one (1) cost is \$57,600.01.
- Equipment includes Solar Video Camera PTZ units, Solar Video Camera Fixed units, multidirectional bundles (270° and 180° configurations), and a Flock Safety Solar Multi-Purpose LPR and Video unit

with LTE service.

- Professional services total \$4,850.
- Annual recurring total is \$52,750.
- Total contract cost is \$110,350.01, a two (2) year term.

For Torrey Pines Park:

- Year one (1) cost is \$38,000.
- Equipment includes Solar Video Camera PTZ and Fixed units, multidirectional bundles (270° and 180° configurations), and a Flock Safety LPR unit.
- Professional services total \$3,000.
- Annual recurring total is \$35,000.
- Total contract cost is \$73,000, a two (2) year term.

ATTACHMENTS

1. Order Form, Camera Details, and Pricing for California Oaks Sports Park and Torrey Pines Park
2. Aerial Deployment Plan for California Oaks Sports Park and Torrey Pines Park

Flock Safety + CA - Murrieta PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Larry Barsocchini
larry.barsocchini@flocksafety.com
408.317.8617



ORDER FORM

This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”)

Customer:	CA - Murrieta PD	Initial Term:	24 Months
Legal Entity Name:	CA - Murrieta PD	Renewal Term:	24 Months
Accounts Payable Email:	djackson@murrietaca.gov	Payment Terms:	Net 30
Address:	2 Town Sq Murrieta, California 92562	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$87,750.01
Flock Safety Bundles			
Video Camera - Multidirectional Bundle 270° Fixed + PTZ, fka Condor	Included	2	Included
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Included	1	Included
Video Camera - Multidirectional Bundle 180° Fixed + PTZ, fka Condor	Included	1	Included
Video Camera - Multidirectional Bundle 270° Fixed + PTZ, fka Condor	Included	1	Included
Video Camera - Multidirectional Bundle 180° Fixed, fka Condor	Included	2	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	1	Included
Flock Safety Video Products			
Solar Video Camera PTZ, fka Condor	Included	3	Included
Solar Video Camera Fixed, fka Condor	Included	6	Included
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Included	2	Included
Solar Video Camera Fixed, fka Condor	Included	4	Included
Solar Video Camera Fixed, fka Condor	Included	2	Included
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Included	1	Included
Solar Video Camera PTZ, fka Condor	Included	1	Included
Solar Video Camera Fixed, fka Condor	Included	3	Included
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	3	\$450.00
Professional Services - Intersection Implementation Fee	\$1,000.00	2	\$2,000.00
Professional Services - Bundle Implementation Fee	\$900.00	1	\$900.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	4	\$600.00
Professional Services - Bundle Implementation Fee	\$900.00	1	\$900.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	1	\$150.00
Professional Services - Standard Implementation Fee	\$650.00	1	\$650.00
Professional Services - Intersection Implementation Fee	\$1,000.00	1	\$1,000.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	3	\$450.00
Video Camera Professional Services - Standard Implementation Fee	\$750.00	1	\$750.00
Subtotal Year 1:			\$95,600.01
Annual Recurring Subtotal:			\$87,750.01
Estimated Tax:			\$0.00
Contract Total:			\$183,350.01

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Item	Cost	Quantity	Total
Cal Oaks Sports Park Locations			\$52,750.01
Solar Video Camera PTZ, fka Condor	\$5,000.00	3	\$15,000.00
Solar Video Camera Fixed, fka Condor	\$3,250.00	4	\$13,000.00
Video Camera - Multidirectional Bundle 270° Fixed + PTZ, fka Condor	\$6,750.00	2	\$13,500.00
Video Camera - Multidirectional Bundle 180° Fixed + PTZ, fka Condor	\$6,250.01	1	\$6,250.01
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	\$5,000.00	1	\$5,000.00

Total Professional Services Costs	\$4,850.00		
Subtotal Cal Oaks Sports Park Locations for Year 1	\$57,600.01		
Subtotal Cal Oaks Sports Park Locations for Total Contract	\$110,350.01		
Item	Cost	Quantity	Total
Torrey Pines Locations			\$35,000.00
Solar Video Camera PTZ, fka Condor	\$5,000.00	1	\$5,000.00
Solar Video Camera Fixed, fka Condor	\$3,250.00	3	\$9,750.00
Video Camera - Multidirectional Bundle 270° Fixed + PTZ, fka Condor	\$6,750.00	1	\$6,750.00
Flock Safety LPR, fka Falcon	\$3,000.00	1	\$3,000.00
Video Camera - Multidirectional Bundle 180° Fixed, fka Condor	\$10,500.00	1	\$10,500.00
Total Professional Services Costs	\$3,000.00		
Subtotal Torrey Pines Locations for Year 1	\$38,000.00		
Subtotal Torrey Pines Locations for Total Contract	\$73,000.00		
Grand Total for all Locations	\$183,350.01		

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$95,600.01
Annual Recurring after Year 1	\$87,750.01
Contract Total	\$183,350.01

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Solar Video Camera PTZ, fka Condor	Solar-powered PTZ camera with dual lenses.
Video Camera - Multidirectional Bundle 270° Fixed + PTZ, fka Condor	Multi Directional Mount with 270 degree view and PTZ on same pole with 30 days of storage, AC Powered
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Law enforcement grade bundled standard range license plate recognition camera and live streamed solar powerd fixed camera with 30 days of edge storage, with LTE. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users. AC power is also available if needed.
Solar Video Camera Fixed, fka Condor	Law enforcement grade live streamed Solar powerd Fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming. AC power is also available if needed.
Video Camera - Multidirectional Bundle 180° Fixed + PTZ, fka Condor	Multi Directional Mount with 180 degree view and PTZ on same pole with 30 days of storage, AC Powered
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Intersection Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar Video Camera Fixed, fka Condor	
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	
Professional Services - Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users.
Solar Video Camera Fixed, fka Condor	Law enforcement grade live streamed Solar powerd Fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar Video Camera Fixed, fka Condor	
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	
Solar Video Camera PTZ, fka Condor	Solar-powered PTZ camera with dual lenses.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users.
Video Camera - Multidirectional Bundle 270° Fixed + PTZ, fka Condor	Multi Directional Mount with 270 degree view and PTZ on same pole with 30 days of storage, AC Powered
Solar Video Camera Fixed, fka Condor	Law enforcement grade live streamed Solar powerd Fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming. AC power is also available if needed.
Video Camera - Multidirectional Bundle 180° Fixed, fka Condor	Multi Directional Mount with 180 degree view on same pole with 30 days of storage, AC Powered
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Intersection Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

Solar Video Camera Fixed, fka Condor	
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar Video Camera Fixed, fka Condor	

FlockOS Features & Description

FlockOS Features	Description

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.
The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: City of Murrieta

By: _____

By: Justin Clifton

Name: _____

Sign: _____

Title: _____

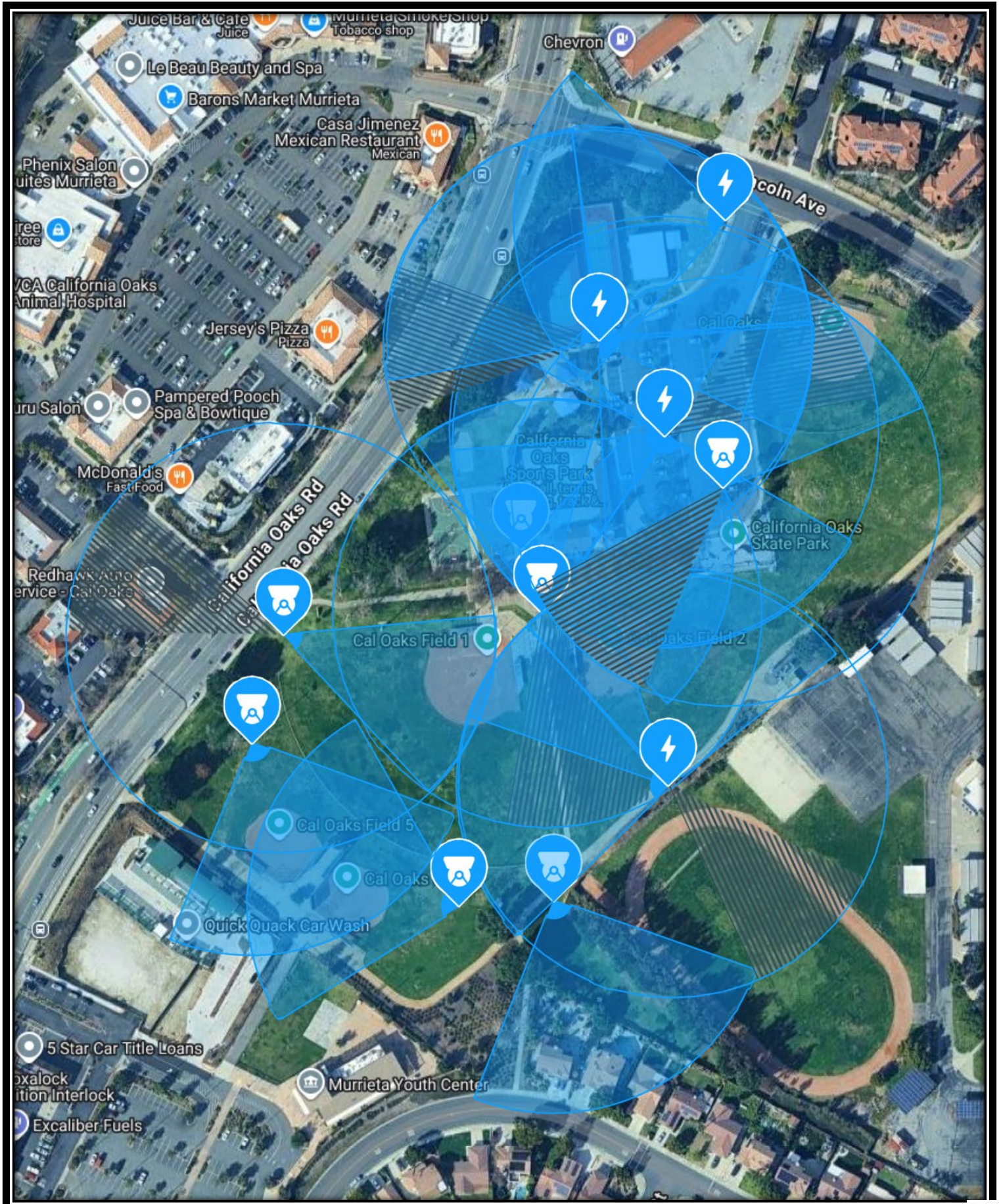
Title: City Manager

Date: _____

Date: _____

PO Number: To follow upon approval

Aerial Deployment – Flock Cameras – California Oaks Sports Park



Aerial Deployment – Flock Cameras – Torrey Pines Park





CITY OF MURRIETA

City Council Meeting Agenda

Report

9/16/2025
Agenda Item No. 7.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Javier Carcamo, Finance Director

SUBJECT: Authorization to Participate in National Opioid Litigation Settlements

RECOMMENDATION

Adopt Resolution No. 25-4886 entitled: *A Resolution of the City Council of the City of Murrieta, California, Authorizing the City's Participation in the National Opioid Litigation Settlement Agreements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus;*

Adopt Resolution No. 25-4887 entitled: *A Resolution of the City Council of the City of Murrieta, California, Authorizing the City's Participation in the National Opioid Litigation Settlement Agreements with Purdue Pharma L.P. and Sackler Family;* and

Authorize the City Manager to take all actions necessary to implement the settlement agreements.

PRIOR ACTION/VOTE

On December 21, 2021, the City Council adopted Resolution No. 21-4511, authorizing the City of Murrieta to enter into settlement agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutical, Inc.; Agreeing to the terms of the Memorandum of Understanding (MOU) Allocating settlement proceeds; authorizing entry into the MOU with the attorney general; and electing to take direct distribution of its local allocation share. (Vote 5-0).

On July 2, 2024, the City Council adopted Resolution No. 24-4769, Authorizing the City's participation in the National Opioid Litigation Settlement Agreements with Kroger Co; any other future National Opioid Settlements; and authorizing the City Manager to take all actions necessary to implement the settlement Agreements (Vote 5-0).

CITY COUNCIL GOAL

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

DISCUSSION

In 2021, nationwide settlements were reached to resolve all Opioid litigations brought by states and local governments against the largest pharmaceutical distributors: McKesson, Cardinal Health, AmerisourceBergen, and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”), Teva, Allergan, CVS, Walgreens, Walmart, and Kroger Co. These settlements will provide substantial funds to states and local governments for abatement of the Opioids epidemic across the country.

On December 21, 2021, the City Council authorized settlement agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutical, Inc., and elected to take direct distribution of settlement payments.

On July 2, 2024, the City Council authorized settlement agreements with Kroger Co., which reached a national opioid settlement with thirty-three (33) states and participating political subdivisions totaling \$1.2 billion, which will be paid out over 11 years.

Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus Settlement

A new national opioid settlement has been reached with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus. The settlements will provide up to approximately \$720 million in cash to participating states and subdivisions for the remediation and abatement of the opioid crisis.

The State of California has elected to participate in this settlement, which allows the City of Murrieta to also participate directly. The allocation of settlement funds to the State and subdivisions is not yet known, as final amounts will depend on the number of participating governmental entities. Proceeds will be restricted to opioid remediation efforts. To participate, the City of Murrieta must execute the Subdivision Participation and Release Form by October 8, 2025.

Purdue/Sackler Settlement

A new national opioid settlement has been reached with Purdue Pharma L.P. (and certain affiliates) and the Sackler family regarding alleged misconduct related to opioids. The settlement provides for an aggregate of \$6.5 billion to be paid in 16 installments over 15 years.

The State of California has elected to participate in this settlement, which allows the City of Murrieta to also participate directly. The allocation of settlement funds to the State and subdivisions is not yet determined, as final amounts will depend on the number of participating governmental entities. Proceeds will be restricted to opioid remediation efforts. To participate, the City of Murrieta must execute the Subdivision Participation and Release Form by September 30, 2025.

The settlement payments will provide state and local governments with flexibility to fund a wide range of opioid abatement initiatives. Developed in consultation with leading public health experts, the list of pre-approved uses includes intervention, treatment, education, and recovery services. This approach allows each jurisdiction to determine the strategies and programs that will best serve its community.

FISCAL IMPACT

There is no immediate fiscal impact associated with participating in these two national opioid settlements. Upon receipt of settlement payments, staff will amend the Operating Budget as part of a future quarterly budget update to establish the corresponding revenue and expenditure appropriations.

ATTACHMENTS

1. Resolution No. 25-4886
2. Resolution No. 25-4887

RESOLUTION NO. 25-4886

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, AUTHORIZING THE CITY'S PARTICIPATION IN THE NATIONAL OPIOID LITIGATION SETTLEMENT AGREEMENT WITH ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS

WHEREAS, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death. The State of California and its local governments spend billions of dollars each year to address the direct consequences of this crisis;

WHEREAS, since 2017, state and local governments in California and throughout the United States have been pursuing litigation against certain distributors, manufacturers and retailers of opioid pharmaceuticals (the "Opioid Defendants") in an effort to hold the Opioid Defendants financially responsible for the impact of the opioid epidemic on the state and local governments, including the City of Murrieta ("City"), and resources necessary to combat the opioid epidemic;

WHEREAS, In 2021, nationwide settlements were reached to resolve all Opioids litigation brought by states and local governments against the largest pharmaceutical distributors: McKesson, Cardinal Health, and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J"), Teva, Allergan, CVS, Walgreens, Walmart, and Kroger Co;

WHEREAS, On December 21, 2021, the City Council authorized settlement agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutical, Inc. and elected to take direct distribution of settlement payments;

WHEREAS, In March 2024, thirty-three settling states, participating political subdivisions, and Kroger Co reached a settlement agreement totaling \$1.2 billion, which will be paid out over 11 years;

WHEREAS, On July 2, 2024, the City Council authorized settlement agreements with Kroger Co and elected to take direct distribution of settlement payments;

WHEREAS, the City was notified of new national opioid settlements that have been reached between settling states and participating subdivisions against multiple opioid manufacturers, including Alvogen, Inc., Amneal Pharmaceuticals Inc., Apotex Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (USA), Inc.; and

WHEREAS, the City of Murrieta is considered a primary Subdivision that is a General-Purpose Government as defined in the respective Settlement Agreements. The settlement payment allocation will be in accordance with the California State Subdivision Agreement.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA,
CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Authorize the City to participate in the National Opioid Settlement agreement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus; and

Section 2. Authorize the City Manager to take all actions necessary to implement the settlement agreements.

PASSED, AND ADOPTED, this 16th day of September 2025, by the City Council of the City of Murrieta, State of California.

Cindy Warren, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

Tiffany 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. 25-4886 was duly adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 16th day of September, 2025, and was signed by the Mayor of said City and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cristal McDonald, City Clerk

RESOLUTION NO. 25-4887

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, AUTHORIZING THE CITY'S PARTICIPATION IN THE NATIONAL OPIOID LITIGATION SETTLEMENT AGREEMENT WITH PURDUE PHARMA L.P. AND SACKLER FAMILY

WHEREAS, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death. The State of California and its local governments spend billions of dollars each year to address the direct consequences of this crisis;

WHEREAS, since 2017, state and local governments in California and throughout the United States have been pursuing litigation against certain distributors, manufacturers and retailers of opioid pharmaceuticals (the "Opioid Defendants") in an effort to hold the Opioid Defendants financially responsible for the impact of the opioid epidemic on the state and local governments, including the City of Murrieta ("City"), and resources necessary to combat the opioid epidemic;

WHEREAS, In 2021, nationwide settlements were reached to resolve all Opioids litigation brought by states and local governments against the largest pharmaceutical distributors: McKesson, Cardinal Health, and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J"), Teva, Allergan, CVS, Walgreens, Walmart, and Kroger Co;

WHEREAS, On December 21, 2021, the City Council authorized settlement agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutical, Inc. and elected to take direct distribution of settlement payments;

WHEREAS, In March 2024, thirty-three settling states, participating political subdivisions, and Kroger Co reached a settlement agreement totaling \$1.2 billion, which will be paid out over 11 years;

WHEREAS, On July 2, 2024, the City Council authorized settlement agreements with Kroger Co and elected to take direct distribution of settlement payments;

WHEREAS, the City was notified of new national opioid settlements that have been reached between settling states and participating subdivisions against Purdue Pharma L.P. & Sackler family; and

WHEREAS, the City of Murrieta is considered a primary Subdivision that is a General-Purpose Government as defined in the respective Settlement Agreements. The settlement payment allocation will be in accordance with the California State Subdivision Agreement.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA,
CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Authorize the City to participate in the National Opioid Settlement agreement with Purdue Pharma L.P. and Sackler family; and

Section 2. Authorize the City Manager to take all actions necessary to implement the settlement agreements.

PASSED, AND ADOPTED, this 16th day of September 2025, by the City Council of the City of Murrieta, State of California.

Cindy Warren, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

Tiffany 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. 25-4887 was duly adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 16th day of September, 2025, and was signed by the Mayor of said City and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cristal McDonald, City Clerk



CITY OF MURRIETA

City Council Meeting Agenda

Report

9/16/2025
Agenda Item No. 8.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Javier Carcamo, Finance Director

SUBJECT: Addition of Roth Deferrals within the City's 457(b) Record-Keeping Platform and Adoption of SECURE Act 2.0 Amendments

RECOMMENDATION

Adopt Resolution 25-4888 entitled: *A Resolution of the City Council of the City of Murrieta, to Adopt and Implement the Roth Deferrals within the Current 457(b) Plan and other SECURE Act 2.0 Amendments;* and

Authorize the City Manager to execute all related documents.

PRIOR ACTION/VOTE

On March 17, 1992, the City Council adopted Resolution No. 92-91, adopting the ICMA Deferred Compensation Plan and Trust Declaration (Vote: 5-0).

On November 21, 1995, the City Council adopted Resolution No. 95-393, authorizing participation in a defined contribution plan under section 401(a) of the Internal Revenue Code (Vote: 5-0).

On November 17, 2020, the City Council adopted Resolution 20-4331 authorizing an Agreement with Fiduciary Experts LLC for deferred compensation plan fiduciary services. (Vote 5-0)

On September 6, 2022, the City Council adopted Resolution No. 22-4614 entitled: A Resolution of the City Council of the City of Murrieta Authorizing Consolidation of the City's 457(b) and 401(a) Record-Keeping Platforms with Two Different Providers to a Single Record-Keeping Platform with Nationwide and Authorize the City Manager to Sign All Required Provider Agreements on behalf of the City (Vote: 5-0)

CITY COUNCIL GOAL

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

DISCUSSION

Under Sections 457(b) and 401(a) of the Internal Revenue Code (IRC), government entities may sponsor a

deferred compensation plan for employees, while meeting fiduciary responsibilities under California law, to allow employees to defer income tax on retirement savings into future years. Since 1992, the City of Murrieta (City) has provided employer-sponsored deferred compensation plans under Section 457(b) of the IRC with two companies, Mission Square (formerly ICMA-RC) and Nationwide.

In December 2020, the City, in conjunction with Fiduciary Experts, LLC, a deferred compensation plan fiduciary, issued a Request for Information for 457 Plan Record-Keeper Services. City staff and the plan fiduciary recommended consolidation of the plans from two record keepers to a single record keeper as a means to gain economies of scale. On September 6, 2022, the City Council adopted Resolution No. 22-4614 authorizing the consolidation of the City's 457(b) and 401(a) record-keeping platforms with two different providers to a single record-keeping platform.

457(b) Plan

In 2022, Congress passed the *Setting Every Community Up for Retirement Enhancement 2.0 Act* (SECURE Act 2.0). With the enactment of the SECURE Act 2.0, several key enhancements to 457(b) plans have been introduced, including, but not limited to, optional features such as Roth (after-tax) contributions, self-certification for hardship withdrawals, and emergency withdrawal provisions. While these enhancements are not mandatory, plan sponsors may elect to incorporate them either now or at a later date. The City's Deferred Compensation Investment Oversight Committee, which is comprised of City labor group representatives and a retired City employee, as well as the Finance Director and the City's fiduciary representative, recommends implementation of the following key enhancements to the 457(b) plans:

- Roth IRAs Employee Contributions;
- Higher Catch-up Contributions for ages 60-63;
- Emergency distributions; and
- Hardship withdrawal rules simplified.

To implement these provisions and ensure continued legal and operational compliance, it is necessary for the plan to undergo a formal restatement. Updating the plan document allows the sponsor to take advantage of these new flexibilities, ensures adherence to current legislative requirements, and reduces potential fiduciary exposure for the sponsoring entity. This proactive step ultimately enhances the overall integrity and responsiveness of the retirement plan, benefiting both the employer and plan participants.

401(a) Plan

In 1995, the City Council authorized participation in a defined contribution plan under Section 401(a) of the IRC. In 2020, a 401(a) plan was implemented to provide employer contributions as a deferred compensation match. No update to the 401(a) plan is required to implement the provisions above.

FISCAL IMPACT

There is no fiscal impact associated with implementing these provisions other than administratively implementing several key enhancements. Roth Deferrals are after-tax employee-elected contributions handled through payroll deductions.

ATTACHMENTS

1. Resolution No. 25-4888
2. Governmental 457(b) and 401(a) Plan Adoption Agreements

RESOLUTION NO. 25-4888

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, TO ADOPT AND IMPLEMENT THE ROTH DEFERRALS WITHIN THE CURRENT 457(B) PLAN, AND OTHER SECURE ACT 2.0 AMENDMENTS

WHEREAS, on March 17, 1992, the City Council adopted Resolution No. 92-91, adopting the ICMA Deferred Compensation Plan and Trust Declaration; and

WHEREAS, on November 21, 1995, the City Council adopted Resolution No. 95-393, authorizing participation in a defined contribution plan under section 401(a) of the Internal Revenue Code; and

WHEREAS, on September 6, 2022, the City Council adopted Resolution No. 22-4614 entitled: A Resolution of the City Council of the City of Murrieta Authorizing Consolidation of the City's 457(b) and 401(a) Record-Keeping Platforms with Two Different Providers to a Single Record-Keeping Platform with Nationwide; and

WHEREAS, the City of Murrieta provides its employees with the opportunity to invest in a 457(b) deferred compensation retirement fund via payroll deduction; and

WHEREAS, the Setting Every Community Up for Retirement Enhancement (SECURE) Act 2.0 was signed into law in 2022; and

WHEREAS, with the enactment of the SECURE Act 2.0 in 2022, several key enhancements to 457(b) plans have been introduced, including, but not limited to, optional features such as Roth (after-tax) contributions, self-certification for hardship withdrawals, and emergency withdrawal provisions;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS

Section 1. That the City Council of the City of Murrieta hereby adopts and implements the Roth deferrals within the current 457(b) plan, and other SECURE Act 2.0 amendments as set forth in the Governmental 457(b) Plan Adoption Agreement Restatement dated September 16, 2025.

PASSED AND ADOPTED this 16th day of September 2025.

Cindy Warren, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

Tiffany 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. 25-4888 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 16th day of September, 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

GOVERNMENTAL 457(b) PLAN ADOPTION AGREEMENT

By executing this Governmental 457(b) Plan Adoption Agreement (the "Agreement"), the undersigned Employer agrees to establish or continue a 457(b) Plan for its Employees. The Plan adopted by the Employer consists of the Governmental 457(b) Basic Plan Document (the "BPD") and the elections made under this Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Agreement.**

In completing the provisions of this Adoption Agreement, unless designated otherwise, selections under the Deferral column apply to all Salary Deferrals (including Roth Deferrals and Catch-Up Contributions).

[Note: Certain vendor agreements associated with the Plan may restrict the application of certain Plan provisions. Additionally, some State and local laws may restrict the election of certain provisions under the Plan. Please consult with legal counsel to assess the impact of State laws, local laws and/or applicable vendor agreements on the Plan.]

SECTION 1 EMPLOYER INFORMATION

1-1 EMPLOYER INFORMATION.

Name: City of Murrieta, CA

Address: 1 Town SQ

City, State, Zip Code: Murrieta, California 92562-7922

Telephone: (951) 461-6432

1-2 EMPLOYER IDENTIFICATION NUMBER (EIN). 33-0468975

1-3 TYPE OF EMPLOYER. (Optional)

[Note: To adopt this Plan, the Employer must be a State, political subdivision of a State, or any agency or instrumentality of a State or political subdivision of a State, as provided under Code §457(e)(1)(A). A non-governmental tax-exempt organization, as described under Code §457(e)(1)(B), may not adopt this Plan.]

☐ (a) State

☐ (b) Political Subdivision of a State

☐ (c) Agency or Instrumentality of a State

☐ (d) Other governmental entity: (Describe) _____

1-4 EMPLOYER'S TAX YEAR END. (Optional) The Employer's tax year ends _____

1-5 RELATED EMPLOYERS. (Optional) List any Related Employers. A Related Employer must execute a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.

SECTION 2 PLAN INFORMATION

2-1 PLAN NAME. City of Murrieta 457(b) Deferred Compensation Plan

Original Effective Date: April 27, 1994

Restatement Effective Date: September 16, 2025

Plan identifier (optional): _____

2-2 TYPE OF PLAN. This Plan is a Governmental 457(b) Plan.

☐ The Plan is intended to be a FICA Replacement Plan (as defined under Section 3.08 of the BPD).

2-3 **TYPE OF CONTRIBUTIONS. (Check all that apply.)**

- ☒ (a) Salary Deferral Contributions
☒ (b) Employer Matching Contributions
☐ (c) Employer Contributions
☒ (d) Rollover Contributions

2-4 **PLAN YEAR.**

- ☒ (a) Calendar year.
☐ (b) The 12-consecutive month period ending on _____ each year.
☐ (c) Other: _____

2-5 **PLAN ADMINISTRATOR.**

- ☒ (a) The Employer identified in AA §1-1.
☐ (b) Name: _____
Address: _____
Telephone: _____

2-6 **FROZEN PLAN.** Check this AA §2-6 if the Plan is a frozen Plan to which no contributions will be made. (See Section 3.01(c) of the BPD).

- ☐ This Plan is a frozen Plan effective _____

[Note: As a frozen Plan, the Employer will not make any contributions with respect to Plan Compensation earned after such date and no Participant will be permitted to make any contributions to the Plan after such date. In addition, no Employee will become a Participant after the date the Plan is frozen.]

2-7 **DEFINITION OF DISABLED.** An individual is considered Disabled for purposes of applying the provisions of this Plan if:

- ☐ (a) The individual is covered by the Employer's disability insurance plan and is determined to be disabled under such plan.
☐ (b) The individual is determined to be disabled by the Social Security Administration under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.
☒ (c) The Plan Administrator determines an individual is unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence. The Plan Administrator may establish reasonable procedures for determining whether a Participant is Disabled.

[Note: An Employer may elect any or all of the elections above. If more than one is selected, the hierarchy for determining whether an individual is considered Disabled is in the order listed above, unless described otherwise under separate administrative procedures or as described below.]

- ☐ (d) Alternative definition of Disabled: _____

[Note: Any alternative definition described in this subsection (d) will apply uniformly to all Participants under the Plan. The Employer may describe different definitions of Disabled for different purposes under the plan.]

SECTION 3
ELIGIBLE EMPLOYEES

3-1 **ELIGIBLE EMPLOYEES.** In addition to the Employees identified in Section 2.02 of the BPD, the following Employees are excluded from participation under the Plan with respect to the contribution source(s) identified in this AA §3-1. (See Sections 2.02(d) and (e) of the BPD for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.)

Deferral	Match	ER	
☐	☐	☐	(a) No exclusions.
☐	☐	☐	(b) Collectively Bargained Employees (as defined in Section 1.11 of the BPD), unless the Collective Bargaining Agreement provides otherwise.

Deferral	Match	ER	
☐	☐	☐	(c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income.
☐	☐	☐	(d) Employees who normally work less than ____ hours a week.
☐	☐	☐	(e) Employees eligible for a 401(k), a 403(b) plan or another 457(b) plan sponsored by the Employer.
☒	☒	☐	(f) Part-Time Employees (as defined in Section 1.39 of the BPD).
☒	☒	☐	(g) Seasonal Employees (as defined in Section 1.57 of the BPD).
☒	☒	☐	(h) Temporary Employees (as defined in Section 1.60 of the BPD).
☐	☐	☐	(i) Employees in an appointed or elected position.
☐	☐	☐	(j) Employees paid on an hourly basis.
☐	☐	☐	(k) Employees paid on a salaried basis.
☐	☐	☐	(l) All other Employees except Part-Time, Temporary and Seasonal Employees.
☐	☒	☐	(m) Other: <u>All employees are excluded except for employees of the Police Officers Association, Police Management Association, Management, Confidential and Professional Group (Confidential), Management, Confidential and Professional Group (Managers), Murrieta General Employee Association, and Murrieta Supervisor Association</u>

3-2 **INDEPENDENT CONTRACTORS.** Unless elected otherwise under subsection (a) below, Independent Contractors (as defined in Section 1.35 of the BPD) of the Employer are excluded from participation in the Plan.

Deferral	Match	ER	
☐	☐	☐	(a) Independent Contractors may participate in the Plan.
☐	☐	☐	(b) Describe any special rules applicable to Independent Contractors: _____

[Note: Select under subsection (a) the types of contributions for which Independent Contractors are eligible. If the Employer elects to allow Independent Contractors to participate in the Plan, the term Employee as used in the Plan shall include the eligible Independent Contractors, as appropriate.]

SECTION 4 MINIMUM AGE AND SERVICE REQUIREMENTS

4-1 **ELIGIBILITY REQUIREMENTS – MINIMUM AGE AND SERVICE.** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service conditions under this AA §4-1 will be eligible to participate under the Plan as of such Eligible Employee's Entry Date (as defined in AA §4-2 below).

(a) **Service Requirement.** An Eligible Employee must complete the following minimum service requirements to participate in the Plan.

Deferral	Match	ER	
☒	☒	☐	(1) There is no minimum service requirement for participation in the Plan.
☐	☐	☐	(2) One Year of Service (as defined in Section 2.03(a)(1) of the BPD and AA §4-3).
☐	☐	☐	(3) The completion of at least ____ Hours of Service during the first ____ months of employment (or the first ____ days of employment) or the completion of a Year of Service (as defined in AA §4-3), if earlier.
		☐	(i) An Employee who completes the required Hours of Service satisfies eligibility at the end of the designated period, regardless if the Employee actually works for the entire period.
		☐	(ii) An Employee who completes the required Hours of Service must also be employed continuously during the designated period of

Deferral	Match	ER	
			employment. (See Section 2.03(a)(1) of the BPD for rules regarding the application of this subsection (ii).)
☐	☐	☐	(4) The completion of ____ Hours of Service during an Eligibility Computation Period. [<i>Note: If this (4) is chosen, an Employee satisfies the service requirement immediately upon completion of the designated Hours of Service.</i>]
☐	☐	☐	(5) Full-time Employees are eligible to participate as set forth in subsection (i). Employees who are “part-time” Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii).
			(i) Full-time Employees must complete the following minimum service requirements to participate in the Plan:
			☐ (A) There is no minimum service requirement for participation in the Plan.
			☐ (B) The completion of at least ____ Hours of Service during the first ____ months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.
			☐ (C) Under the Elapsed Time method as defined in AA §4-3 below.
			☐ (D) Describe: _____
			(ii) Part-time Employees must complete a Year of Service (as defined in AA §4-3).
			☐ (A) For this purpose, a part-time Employee is any Employee whose normal work schedule is less than:
			☐ (I) ____ hours per week.
			☐ (II) ____ hours per month.
			☐ (III) ____ hours per year.
			☐ (B) Describe part-time Employees for this purpose: _____
			[<i>Note: A part-time employee must be described as an individual who works less than a specified number of hours during a standard work week.</i>]
☐	☐	☐	(6) Eligibility service will be determined under the Elapsed Time method as described in AA§4-3 below.
☐	☐	☐	(7) Describe eligibility conditions: _____
☐	☐	☐	Describe eligibility conditions: _____
(b) Minimum Age Requirement. An Eligible Employee (as defined in AA §3-1) must have attained the following age with respect to the contribution source(s) identified in this AA §4-1(b).			

Deferral	Match	ER	
☒	☒	☐	(1) There is no minimum age for Plan eligibility.
☐	☐	☐	(2) Age 21.
☐	☐	☐	(3) Age ____.
☐ (c) Special eligibility rules. The following special eligibility rules apply with respect to the Plan: _____			
[<i>Note: This subsection (c) may be used to apply the eligibility conditions selected under this AA §4-1 separately with respect to different Employee groups or different contribution formulas under the Plan.</i>]			

4-2 **ENTRY DATE.** An Eligible Employee who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of such Eligible Employee’s Entry Date. For this purpose, the Entry Date is the following date with respect to the contribution source(s) identified under this AA §4-2. [*Note: If any of (b) – (g) is completed for a contribution source, also complete one of (h) – (l) for the same contribution source.*]

Deferral	Match	ER	
☒	☒	☐	(a) Immediate. The date the minimum age and service requirements are satisfied.
☐	☐	☐	(b) Semi-annual. The first day of the 1st and 7th month of the Plan Year.

Deferral	Match	ER	
☐	☐	☐	(c) Quarterly. The first day of the 1st, 4th, 7th and 10th month of the Plan Year.
☐	☐	☐	(d) Monthly. The first day of each calendar month.
☐	☐	☐	(e) Payroll period. The first day of the payroll period.
☐	☐	☐	(f) The first day of the Plan Year.
☐	☐	☐	(g) Describe Entry Date: _____

An Eligible Employee's Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1. For this purpose, an Employee's Entry Date is the Entry Date:

Deferral	Match	ER	
☐	☐	☐	(h) next following satisfaction of the minimum age and service requirements.
☐	☐	☐	(i) coinciding with or next following satisfaction of the minimum age and service requirements.
N/A	☐	☐	(j) nearest the satisfaction of the minimum age and service requirements.
N/A	☐	☐	(k) preceding the satisfaction of the minimum age and service requirements.
N/A	☐	☐	(l) coinciding with or preceding the satisfaction of the minimum age and service requirements.

This section may be used to describe any special rules for determining Entry Dates under the Plan. For example, if different Entry Date provisions apply for the same contribution sources with respect to different groups of Employees, such different Entry Date provisions may be described below.

Deferral	Match	ER	
☐	☐	☐	(m) Describe special rules for determining Entry Dates under the Plan: _____

4-3 DEFAULT ELIGIBILITY RULES. In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply with respect to all contribution sources under the Plan:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. (See Section 1.33 of the BPD for the definition of Hours of Service.)
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years (see Section 2.03(a)(2)(i) of the BPD). If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years (see Section 2.03(a)(2)(ii) of the BPD).

To override the default eligibility rules, complete the applicable sections of this AA §4-3. If this AA §4-3 is not completed for a particular contribution source, the default eligibility rules apply.

Deferral	Match	ER	
☐	☐	☐	(a) Year of Service. Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ Hours of Service during an Eligibility Computation Period.
☐	☐	☐	(b) Eligibility Computation Period. The Plan will use Anniversary Years for all Eligibility Computation Periods.
☐	☐	☐	(c) Elapsed Time method. [<i>Note: Check the same contribution source as checked in AA §4-1(a) above.</i>] Eligibility service will be determined under the Elapsed Time method. An Eligible Employee (as defined in AA §3-1) must complete a period of service, as designated below, to participate in the Plan. (See Section 2.03(a)(5) of the BPD.)
			☐ (1) For Deferral, must complete a ____ period of service
			☐ (2) For Match, must complete a ____ period of service
			☐ (3) For ER, must complete a ____ period of service

Deferral Match ER

☐	☐	☐	(d) Equivalency Method. For purposes of determining an Employee's Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(4) of the BPD). The Equivalency Method will apply to: ☐ (1) All Employees. ☐ (2) Employees who are not paid on an hourly basis. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked. If this (d) is checked, Hours of Service for eligibility will be determined under the following Equivalency Method. ☐ (3) Monthly. 190 Hours of Service for each month worked. ☐ (4) Weekly. 45 Hours of Service for each week worked. ☐ (5) Daily. 10 Hours of Service for each day worked. ☐ (6) Semi-monthly. 95 Hours of Service for each semi-monthly period worked. ☐ (7) Hours worked. 870 hours worked treated as 1,000 Hours of Service and 435 hours worked treated as 500 Hours of Service. ☐ (8) Regular time hours. 750 regular time hours treated as 1,000 Hours of Service and 375 regular time hours treated as 500 Hours of Service.
☐	☐	☐	(e) Special eligibility provisions. The following special eligibility provisions apply: _____

4-4 **EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS.** The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate with respect to all contribution sources under the Plan as of such Employee's Entry Date, taking into account all service with the Employer, including service earned prior to the Effective Date.

To allow Employees employed on a specified date to enter the Plan without regard to the minimum age and/or service conditions, complete this AA §4-4.

Deferral Match ER

☐	☐	☐	(a) Automatic Eligibility. An Eligible Employee who is employed by the Employer on the following designated date will enter the Plan on the designated date without regard to minimum age and/or service conditions: ☐ (1) the Effective Date of this Plan (as designated on the Employer Signature Page, as applicable) ☐ (2) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page) ☐ (3) _____ [insert date]
☐	☐	☐	(b) Describe other effective date provisions: _____

4-5 **SERVICE WITH PREDECESSOR EMPLOYER.** Service with the following Predecessor Employers will be counted for purposes of determining eligibility, vesting and/or allocation conditions under this Plan.

☐ (a) Identify Predecessor Employer(s):

The Plan will count service with the following Predecessor Employers:

	Eligibility	Vesting	Allocation Conditions
☐ (1) _____	☐	☐	☐

☐ (b) The following special rules apply with respect to service with a Predecessor Employer: _____

SECTION 5 COMPENSATION DEFINITIONS

5-1 **TOTAL COMPENSATION.** Total Compensation is based on the definition set forth under this AA §5-1. See Section 1.61 of the BPD for a specific definition of the various types of Total Compensation.

- ☒ (a) W-2 Wages
- ☐ (b) Code §415 Compensation
- ☐ (c) “Simplified” Code §415 Compensation
- ☐ (d) Wages under Code §3401(a)

[For purposes of determining Total Compensation, each definition includes pre-tax contributions to a Code §125 cafeteria plan, Code §401(k), Code §403(b) or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).]

5-2 **POST-SEVERANCE COMPENSATION.**

- (a) **Exclusion of post-severance compensation from Total Compensation.** Total Compensation (as defined in Section 1.61 of the BPD) includes post-severance compensation, to the extent provided in Section 1.61(b) of the BPD. For this purpose, severance pay is always excluded from the definition of Plan Compensation. Other post-severance compensation paid within 2½ months after severance from employment with the Employer or the end of the calendar year in which severance occurs is included in Plan Compensation, unless excluded under this subsection (a). See Section 1.61(b) of the BPD.

The following amounts paid after a Participant’s severance from employment are excluded from Plan Compensation.

- ☐ (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.
 - ☐ (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee’s gross income.
- (b) **Continuation payments for disabled Participants.** Unless designated otherwise under this subsection (b), Total Compensation does not include continuation payments for disabled Participants. To count Total Compensation paid after Severance from Employment on account of disability (as defined in Code §22(e)(3)), check the box below.
- ☐ **Payments to disabled Participants.** Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as defined in Code §22(e)(3).

5-3 **PLAN COMPENSATION.** Plan Compensation is **Total Compensation** (as defined in AA §5-1 above) with the following exclusions described below.

Deferral	Match	ER	
☒	☒	☐	(a) No exclusions.
N/A	☐	☐	(b) Salary Deferrals (as defined in Section 1.55 of the BPD), pre-tax contributions to a cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.
☐	☐	☐	(c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded.
☐	☐	☐	(d) Compensation above \$___ is excluded.
☐	☐	☐	(e) Amounts received as a bonus are excluded.
☐	☐	☐	(f) Amounts received as commissions are excluded.
☐	☐	☐	(g) Overtime payments are excluded.
☐	☐	☐	(h) Shift differentials are excluded.
☐	☐	☐	(i) Exclusions as described by the applicable Collective Bargaining Agreement.
☐	☐	☐	(j) Amounts received for services performed for a non-signatory Related Employer are excluded.

[Note: If this subsection is not elected, amounts received for services

Deferral	Match	ER	
			<i>performed for a non-signatory Related Employer are INCLUDED in Plan Compensation.]</i>
☐	☐	☐	(k) “Deemed §125 compensation” as defined under Total Compensation. (See Section 1.61(d) of the BPD.)
☐	☐	☐	(l) Amounts received after Severance from Employment are excluded.
☐	☐	☐	(m) Differential Pay (as defined in Section 1.61(e) of the BPD) is excluded.
☐	☐	☐	(n) Describe adjustments to Plan Compensation: _____

5-4 PERIOD FOR DETERMINING COMPENSATION.

- (a) **Compensation Period.** Plan Compensation will be determined on the basis of the following period(s) for the contribution sources identified in this AA §5-4. [*Note: If a period other than Plan Year applies for any contribution source, any reference to the Plan Year as it refers to Plan Compensation for that contribution source will be deemed to be a reference to the period designated under this AA §5-4.*]

Deferral	Match	ER	
☒	☒	☐	(1) The Plan Year.
☐	☐	☐	(2) The calendar year ending in the Plan Year.
☐	☐	☐	(3) The Employer's fiscal tax year ending in the Plan Year.
☐	☐	☐	(4) The 12-month period ending on ____ which ends during the Plan Year.

- (b) **Compensation while a Participant.** Unless provided otherwise under this subsection (b), in determining Plan Compensation, only compensation paid while an individual is a Participant under the Plan with respect to a particular contribution source will be taken into account.

To count compensation for the entire Plan Year for a particular contribution source, including compensation paid while an individual is not a Participant with respect to such contribution source, check below. (See Section 1.45 of the BPD.)

Deferral	Match	ER	
☒	☒	☐	All compensation paid during the Plan Year will be taken into account, including compensation earned while an individual is not a Participant.

**SECTION 6
EMPLOYER CONTRIBUTIONS**

6-1 EMPLOYER CONTRIBUTIONS. Is the Employer authorized to make Employer Contributions under the Plan?

- ☐ Yes
☒ No [*If No, skip to Section 6A.*]

[*Note: Any Employer Contribution made pursuant to this AA §6 will count towards the Code §457(e)(15) Maximum Contribution Limit. See Section 5.01 of the BPD.*]

6-2 EMPLOYER CONTRIBUTION FORMULA. For the period designated in AA §6-4(a) below, the Employer will make the following Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-5 below. Any Employer Contribution authorized under this AA §6-2 will be allocated in accordance with the allocation formula selected under AA §6-3 and AA §6-4, as applicable.

- ☐ (a) **Discretionary contribution.** The Employer will determine in its sole discretion how much, if any, it will make as an Employer Contribution.
- ☐ (b) **Fixed contribution.**
- ☐ (1) _____% of each Participant’s Plan Compensation.
 - ☐ (2) \$_____ for each Participant.
 - ☐ (3) The Employer Contribution will be determined in accordance with the personal service contract or employment contract applicable to the Participant.
 - ☐ (4) The Employer Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.

- ☐ (c) **Service-based contribution.** The Employer will make:
- ☐ (1) **Discretionary.** A discretionary contribution determined as a uniform percentage of Plan Compensation or a uniform dollar amount for each period of service designated below.
 - ☐ (2) **Fixed percentage.** ____% of Plan Compensation paid for each period of service designated below.
 - ☐ (3) **Fixed dollar.** \$ ____ for each period of service designated below.
- The service-based contribution selected under this (c) will be based on the following periods of service:
- ☐ (4) Each Hour of Service
 - ☐ (5) Each week of employment
 - ☐ (6) Describe period: _____
- The service-based contribution is subject to the following rules:
- ☐ (7) Describe any special provisions that apply to service-based contribution: _____
- ☐ (d) **FICA Replacement Contribution.** (See Section 3.08 of the BPD).
- ☐ (1) The Employee will make the 7.5% of Plan Compensation mandatory contribution.
 - ☐ (2) The Employer will make the 7.5% of Plan Compensation mandatory contribution.
 - ☐ (3) The Employee will make a mandatory contribution equal to ____% of Plan Compensation and the Employer will make a mandatory contribution equal to ____% of Plan Compensation.
- [*Note: The combined Employer and Employee contribution must equal at least 7.5% of Plan Compensation.*]
- ☐ (e) **Contributions of accrued sick, PTO and/or vacation leave.**
- ☐ (1) The Employer will make and allocate Employer Contributions of amounts of accrued unpaid sick leave as follows: _____
 - ☐ (2) The Employer will make and allocate Employer Contributions of amounts of accrued unpaid PTO leave as follows: _____
 - ☐ (3) The Employer will make and allocate Employer Contributions of amounts of accrued unpaid vacation leave as follows: _____
- ☐ (f) Describe Employer Contribution formula: _____

6-3 **ALLOCATION FORMULA.**

- ☐ (a) **Pro rata allocation.** The Employer Contribution under AA §6-2(a) will be allocated as:
 - ☐ (1) a uniform percentage of Plan Compensation or
 - ☐ (2) a uniform dollar amount
- ☐ (b) **Allocation under fixed Employer Contribution.** If a fixed Employer Contribution is selected in AA §6-2(b), the Employer Contribution will be allocated in accordance with the selections made in AA §6-2(b).
- ☐ (c) **Discretionary allocation.** The Employer Contribution under AA §6-2(a) will be allocated in the sole discretion of the Employer in a manner solely determined by the Employer.
- ☐ (d) **Service-based allocation.** The service-based Employer Contribution selected in AA §6-2(c) will be allocated in accordance with the selections made in AA §6-2(c).
- ☐ (e) **Describe other allocation method:** _____

6-4 **SPECIAL RULES.** No special rules apply with respect to Employer Contributions under the Plan, except to the extent designated under this AA §6-4.

- ☐ (a) **Period for determining Employer Contributions.** In determining the amount of the Employer Contributions to be allocated under this AA §6, the Employer Contribution will be based on Plan Compensation paid during the Plan Year, unless this (a) is selected and one of (1) – (4) is selected below.
- Alternatively, the Employer may elect to base the Employer Contributions on Plan Compensation paid during the following period:
- ☐ (1) Plan Year quarter
 - ☐ (2) calendar month
 - ☐ (3) payroll period
 - ☐ (4) Other: _____
- [*Note: Although Employer Contributions are determined on the basis of Plan Compensation paid during the period designated under this subsection (a), this does not require the Employer to actually make contributions or allocate contributions on the basis of such period.*]

- ☐ (b) **Limit on Employer Contributions.** The Employer Contribution elected in AA §6-2 may not exceed:
- ☐ (1) ____% of Plan Compensation
- ☐ (2) \$____
- ☐ (3) Describe: _____
- ☐ (c) **Offset of Employer Contribution.**
- ☐ (1) A Participant's allocation of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under _____ [insert name of plan(s)].
- ☐ (2) In applying the offset under this subsection, the following rules apply: _____
- ☐ (d) **Special rules.** The following special provisions apply with respect to Employer Contributions: _____

6-5 **ALLOCATION CONDITIONS.** A Participant who has otherwise satisfied all conditions to receive an Employer Contribution, must satisfy any allocation conditions designated under this AA §6-5 to receive an allocation of Employer Contributions under the Plan. [Note: The Plan may not impose allocation conditions on FICA Replacement Contributions.]

- ☐ (a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.
- ☐ (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
- ☐ (c) **Minimum service condition.** An Employee must be credited with at least:
- ☐ (1) ____ Hours of Service during the Plan Year.
- ☐ (2) ____ consecutive days of employment with the Employer during the Plan Year.
- ☐ (3) ____ consecutive months of employment with the Employer during the Plan Year.
- ☐ (d) **Application to a specified period.** The allocation conditions selected under this AA §6-5 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6-5, the Employer may elect under this subsection to apply the allocation conditions on a periodic basis as set forth below. See Section 3.06(a) of the BPD for a description of the rules for applying the allocation conditions on a periodic basis.
- ☐ (1) **Period for applying allocation conditions.** Instead of the Plan Year, the allocation conditions set forth under subsection (2) below apply with respect to the following periods:
- ☐ (i) Plan Year quarter
- ☐ (ii) calendar month
- ☐ (iii) payroll period
- ☐ (iv) Other: _____
- ☐ (2) **Application to allocation conditions.** If this subsection (2) is checked to apply allocation conditions on the basis of specified periods, to the extent an employment or minimum service allocation condition applies under this AA §6-5, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:
- ☐ (i) Only the employment condition will be based on the period selected in subsection (1) above.
- ☐ (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.
- ☐ (iii) Describe any special rules: _____
- ☐ (e) **Exceptions.**
- ☐ (1) The above allocation condition(s) will **not** apply if an Employee, during the Plan Year:
- ☐ (i) dies.
- ☐ (ii) has a Severance from Employment due to becoming Disabled.
- ☐ (iii) becomes Disabled.
- ☐ (iv) has a Severance from Employment after attaining Normal Retirement Age.
- ☐ If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
- ☐ (v) has a Severance from Employment after attaining Early Retirement Age.
- ☐ If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
- ☐ (vi) is on an authorized leave of absence from the Employer.

- ☐ (2) The exceptions selected under subsection (1) do not apply to:
- ☐ (i) an employment condition designated under this AA §6-5.
 - ☐ (ii) a minimum service condition designated under this AA §6-5.
 - ☐ (iii) a Discretionary Employer Contribution.
 - ☐ (iv) a Fixed Employer Contribution.
- ☐ (f) **Equivalency Method.** For purposes of determining an Employee's Hours of Service for allocation purposes, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(4) of the BPD). The Equivalency Method will apply to:
- ☐ (1) All Employees.
 - ☐ (2) Only Employees for whom the Employer does not maintain hourly records. For all other Employees, actual hours worked will be used.
- ☐ (g) **Elapsed Time Method.** For purposes of determining an Employee's service for allocation purposes, the Plan will use the Elapsed Time Method.
- ☐ (h) **Describe** any special rules governing the allocation conditions under the Plan: _____

6-6 **OPTIONAL TREATMENT OF EMPLOYER CONTRIBUTIONS AS ROTH CONTRIBUTIONS.** Unless elected otherwise below, a Participant may not elect to treat a nonforfeitable Employer Contribution made on behalf of such Participant as a Roth contribution.

- ☐ (a) A Participant MAY elect to treat a nonforfeitable Employer Contribution made on behalf of such Participant as a Roth contribution. [*Note: The Employer and/or Plan Administrator will develop operational procedures to assist in administering this election.*]
- ☐ (b) Describe any special rules relating to the optional treatment of nonforfeitable Employer Contributions as a Roth contribution: _____

6-7 **SPECIAL RULES APPLICABLE TO EMPLOYER CONTRIBUTIONS.** The following special rules apply to Employer Contributions: _____

SECTION 6A SALARY DEFERRALS

6A-1 **SALARY DEFERRALS.** Are Employees permitted to make Salary Deferrals under the Plan?

- ☒ Yes
- ☐ No [*If "No" is checked, skip to Section 6B.*]

6A-2 **MAXIMUM LIMIT ON SALARY DEFERRALS.** Unless designated otherwise under this AA §6A-2, a Participant may defer any amount up to the Code §457(e)(15) Maximum Contribution Limit.

- ☐ (a) **Salary Deferral Limit.** A Participant may not defer an amount in excess of:
- ☐ (1) _____% of Plan Compensation.
 - ☐ (2) \$_____.
- [*Note: If both (1) and (2) are checked, the deferral limit is the lesser of the amounts selected.*]
- Any limit described in subsection (1) or (2) above applies with respect to the following period:
- ☐ (3) Plan Year.
 - ☐ (4) the portion of the Plan Year during which the individual is eligible to participate.
 - ☐ (5) each separate payroll period during which the individual is eligible to participate.
- ☐ (b) **Limits on Salary Deferrals on bonus payments.** [*Note: This §6A-2(b) only may be selected if bonus payments are not excluded under AA §5-3.*]
- ☐ (1) The same limits specified in (a)(1) and (a)(2) above apply to bonus and non-bonus Plan Compensation. Employees may defer any amounts out of bonus payments, subject to the Code §457(e)(15) Maximum Contribution Limit and any other limit on Salary Deferrals under this AA 6A-2. The Employer may impose special limits on bonus payments under the Salary Deferral Election or in separate administrative procedures.
 - ☐ (2) A Participant may defer up to ____% (*not to exceed 100%*) of any bonus payment (subject to the Code §457(e)(15) Maximum Contribution Limit) without regard to any other limits described under this AA §6A-2. The Employer may impose special limits on bonus payments under the Salary Reduction Agreement election or in separate administrative procedures.

- ☐ (3) Describe special rules applicable to deferrals on bonus payments: _____
- (c) **Deferral of sick, vacation, PTO and back pay.** Unless otherwise elected below, a Participant may elect to defer accrued sick pay, accrued vacation pay, accrued PTO pay, or back pay if: (1) such pay is otherwise included in Plan Compensation; (2) the Participant timely enters into a Salary Reduction Agreement with respect to such pay; and (3) the Participant is an Employee in the month of deferral.
- ☐ A Participant may NOT defer accrued sick pay, accrued vacation pay, accrued PTO or back pay.
- ☐ (d) **Describe** any other limits that apply with respect to Salary Deferrals under the Plan: _____

6A-3 **MINIMUM DEFERRAL RATE.** Unless designated otherwise under this AA §6A-3, no minimum deferral requirement applies under the Plan. Alternatively, a Participant must defer at least the following amount in order to make Salary Deferrals under the Plan.

- ☐ (a) _____% of Plan Compensation for a payroll period.
- ☐ (b) \$_____ for a payroll period.
- ☐ (c) Describe. _____

6A-4 **CATCH-UP CONTRIBUTIONS.** Age 50 Catch-Up Contributions and Special 457 Catch-Up Contributions (as defined in Section 3.03(d) and (e) of the BPD) are permitted under the Plan, unless designated otherwise under this AA §6A-4.

- ☐ (a) Age 50 Catch-Up Contributions are not permitted under the Plan.
- ☐ (b) Special 457 Catch-Up Contributions are not permitted under the Plan.
- ☐ (c) Describe any special rules applicable to the Age 50 Catch-Up Contributions or Special 457 Catch-Up Contributions: _____

6A-5 ROTH DEFERRALS.

(a) **Availability of Roth Deferrals.**

- ☒ (1) Roth Deferrals are permitted under the Plan.
- ☐ (2) Roth Deferrals are not permitted under the Plan.

[Note: If Roth Deferrals are effective as of a date later than the Effective Date of the Plan, designate such special Effective Date in AA §6A-8 below.]

- (b) **Distribution of Roth Deferrals.** Unless designated otherwise under this subsection, to the extent a Participant takes a distribution or withdrawal from such Participant's Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account. If a Participant fails to designate the Account, the Plan Administrator may distribute amounts pursuant to a separate administrative policy.

Alternatively, the Employer may designate the order of distributions for the distribution types listed below:

☐ (1) **Distributions and withdrawals.**

- ☐ (i) Any distribution will be taken on a pro rata basis from the Participant's Pre-Tax Deferral Account and Roth Deferral Account.
- ☐ (ii) Any distribution will be taken first from the Participant's Roth Deferral Account and then from the Participant's Pre-Tax Deferral Account.
- ☐ (iii) Any distribution will be taken first from the Participant's Pre-Tax Deferral Account and then from the Participant's Roth Deferral Account.

☐ (2) **Distribution of Excess Deferrals.**

- ☐ (i) Distribution of Excess Deferrals will be made from Roth and Pre-Tax Deferral Accounts in the same proportion that deferrals were allocated to such Accounts for the calendar year.
- ☐ (ii) Distribution of Excess Deferrals will be made first from the Roth Deferral Account and then from the Pre-Tax Deferral Account.
- ☐ (iii) Distribution of Excess Deferrals will be made first from the Pre-Tax Deferral Account and then from the Roth Deferral Account.

- (c) **In-Plan Roth Conversions.** Unless elected under this AA §6A-5(c), the Plan does not permit a Participant to make an In-Plan Roth Conversion under the Plan. To override this provision to allow Participants to make an In-Plan Roth Conversion, subsection (1) must be checked.

- ☒ (1) **Effective date.** Effective September 16, 2025 [not earlier than 1/1/2013], a Participant may elect to convert all or any portion of such Participant's non-Roth vested Account Balance to an In-Plan Roth Conversion Account.

[Note: The Plan must provide for Roth Deferrals under AA §6A-5(a) as of the effective date designated in this subsection (1). An election under this subsection (1) does not affect an In-Plan Roth Conversion that was allowed under prior Plan provisions.]

(2) **In-Service Distribution.**

- ☐ (i) For a Participant to convert such Participant's eligible contributions to Roth through an In-Plan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan. *[Note: If this subsection (i) is checked, a Participant may convert any or all of the eligible contribution sources to Roth Deferrals through an In-Plan Roth Conversion.]*
- ☒ (ii) For a Participant to convert such Participant's eligible contributions to Roth through an In-Plan Roth Conversion, a Participant must be eligible for a distribution of any amounts converted to Roth Deferrals through an In-Plan Roth Conversion. Thus, only amounts that are eligible for distribution under AA §9 are eligible for In-Plan Roth Conversion.

(3) **Contribution sources.** An Employee may elect to make an In-Plan Roth Conversion from all available contribution sources under the Plan. To override this default provision and limit the contribution sources available for In-Plan Roth Conversion, select the applicable contribution sources below:

- ☐ (i) Pre-tax Salary Deferrals
- ☐ (ii) Employer Contributions
- ☐ (iii) Matching Contributions
- ☐ (iv) Rollover Contributions
- ☐ (v) Describe: _____

(4) **Limits applicable to In-Plan Roth Conversions.** No special limits apply with respect to In-Plan Roth Conversions, unless designated otherwise under this subsection (4).

- ☒ (i) Roth conversions may only be made from contribution sources that are fully vested (i.e., 100% vested).
- ☐ (ii) A Participant may not make an In-Plan Roth Conversion of less than \$____ (may not exceed \$1,000).
- ☐ (iii) A Participant may not make an In-Plan Roth Conversion of any outstanding loan amount.
[Note: If this subsection (iii) is not checked, a Participant may convert amounts that are attributable to an outstanding loan, to the extent the loan relates to a contribution source that is eligible for conversion under subsection (3) above.]
- ☐ (iv) Only Participants who are current Employees are allowed to make In-Plan Roth Conversions.
- ☐ (v) The ability to make In-Plan Roth Conversions is limited to the following events: _____
- ☐ (vi) Describe: _____

(5) **Amounts available to pay federal and state taxes generated from an In-Plan Roth Conversion.** No special provisions apply to allow Participants to withdraw funds to pay federal or state taxes generated from an In-Plan Roth Conversion, except as provided otherwise under this subsection (5).

- ☐ (i) **In-service distribution.** If the Plan does not otherwise permit an in-service distribution at the time of the In-Plan Roth Conversion and this subsection (i) is checked, a Participant may elect to take an in-service distribution solely to pay taxes generated from the In-Plan Roth Conversion to the extent such in-service distribution would otherwise be permitted under Section 8.03 of the BPD.

[Note: If this subsection (i) is checked, a Participant may take an in-service distribution only to the extent such distribution would otherwise be permitted under the provisions of Section 8.03 of the BPD.]

- ☐ (ii) **Participant loan.** Generally, a Participant may request a loan from the Plan to the extent permitted under Section 13 of the BPD and AA Appendix B. However, to the extent a Participant loan is not otherwise allowed and this subsection (ii) is selected, a Participant may receive a Participant loan solely to pay taxes generated from an In-Plan Roth Conversion.

[Note: If this subsection (ii) is selected and Participant loans are not otherwise authorized under the Plan, any Participant loan made pursuant to this subsection (ii) will be made in accordance with the default loan policy described in Section 13 of the BPD.]

(6) **Distribution from In-Plan Roth Conversion Account.** Distributions from the In-Plan Roth Conversion Account will be permitted in the same manner as permitted for Roth Deferrals, as set forth under AA §9-2, unless designated otherwise under this subsection (6).

- ☐ Describe distribution options: _____

- ☐ (d) **Describe** any special rules that apply to Roth Deferrals under the Plan: _____

6A-6 SALARY REDUCTION AGREEMENT ELECTIONS.

- (a) **Change or revocation of Salary Reduction Agreement election:** A Participant's election to change or resume a Salary Reduction Agreement election will be effective as set forth under the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator. Unless the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke a Salary Reduction Agreement election (on a prospective basis) at any time.
- (b) **Salary deferral elections of rehired participants:** Unless designated otherwise below, a Participant's affirmative Salary Reduction Agreement to defer (or to not defer) will cease upon Severance from Employment and the Participant will need to make a new election upon rehire.

- ☐ **Participant's affirmative election does not cease upon Severance from Employment.** If this subsection (b) is selected, a terminated Participant's affirmative Salary Reduction Agreement election to defer (or to not defer) **will not cease** upon Severance from Employment and the Participant's affirmative Salary Reduction Agreement election to defer (or to not defer) in effect at the time of Severance from Employment will apply upon rehire.

[Note: The Employer may modify the rules applicable to rehired Employees under the Salary Reduction Agreement or other administrative procedures.]

6A-7 AUTOMATIC CONTRIBUTION ARRANGEMENT. No automatic contribution provisions apply under Section 3.03(c) of the BPD, unless provided otherwise under this AA §6A-7. *[Note: Some States through anti-garnishment laws or otherwise may not allow Automatic Contribution Arrangements.]*

- ☐ (a) **Automatic deferral election.** Upon becoming eligible to make Salary Deferrals under the Plan (pursuant to AA §3 and AA §4), a Participant will be deemed to have entered into a Salary Deferral Election for each payroll period, unless the Participant completes a Salary Reduction Agreement election (subject to the limitations under AA §6A-2 and AA §6A-3) in accordance with procedures adopted by the Plan Administrator.

- ☐ (1) **Effective date of Automatic Contribution Arrangement.** The automatic deferral provisions under this AA §6A-7 are effective as of:

- ☐ (i) The Effective Date of this Plan as set forth under the Employer Signature Page.
- ☐ (ii) _____ *[insert date]*
- ☐ (iii) As set forth under a prior Plan document.

[Note: If this subsection (iii) is checked, the automatic deferral provisions under this AA §6A-7 will apply as of the original Effective Date of the automatic contribution arrangement. Unless provided otherwise under this AA §6A-7, an Employee who is automatically enrolled under a prior Plan document will continue to be automatically enrolled under the current Plan document.]

- ☐ (2) **Automatic Contribution Arrangement.** Check this subsection (2) if the Plan is designated as an Automatic Contribution Arrangement, as described under Section 3.03(c) of the BPD. *[Note: Unless an election is made under this AA §6A-7 that is inconsistent with the requirements of an Eligible Automatic Contribution Arrangement (EACA), the Automatic Contribution Arrangement will qualify as an EACA, as described in Section 3.03(c) of the BPD.]*

- ☐ (i) **Automatic Contribution Arrangement features determined under separate administrative procedures.** The Employer has described the features of its Automatic Contribution Arrangement in a separate administrative policy which is incorporated by reference into this Plan. To the extent that either (ii) or (iii) below is not completed, those features of the Automatic Contribution Arrangement will be determined by the terms of a separate administrative policy.

- ☐ (ii) **Automatic deferral percentage.**

- ☐ (A) ____% of Plan Compensation
- ☐ (B) \$____

- ☐ (iii) **Automatic increase.** If elected under this subsection (iii), the automatic deferral amount will increase each Plan Year by the following amount. (See Section 3.03(c) of the BPD.)

- ☐ (A) ____% of Plan Compensation
- ☐ (B) \$____
- ☐ (C) Describe: _____

Any automatic increase elected under this subsection (iii) will not cause the automatic deferral amount to exceed:

- ☐ (D) ____% of Plan Compensation
- ☐ (E) \$____
- ☐ (F) Describe: _____

- (3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2) will apply to new Participants and existing Participants as set forth under this subsection (3).
- (i) **New Participants.** The automatic deferral provisions apply to all Participants who become eligible on or after the effective date.
- (ii) **Current Participants.** The automatic deferral provisions apply to all other eligible Participants as follows:
- ☐ (A) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election (including an election not to defer under the Plan).
- ☐ (B) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election that is at least equal to the automatic deferral amount under subsection (2)(ii). Current Participants who have made a Salary Deferral Election that is less than the automatic deferral amount or who have not made a Salary Deferral Election will automatically be increased to the automatic deferral amount unless the Participant enters into a new Salary Deferral election on or after the effective date of the automatic deferral provisions.
- ☐ (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (i) above are subject to the automatic deferral provisions.
- ☐ (D) Describe: _____
- (iii) **Treatment of automatic deferrals.** Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Pre-Tax Salary Deferrals, unless designated otherwise under this subsection (iii).
- ☐ Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [*Note: This subsection (iii) may only be checked if Roth Deferrals are permitted under AA §6A-5.*]
- ☐ (iv) **Expiration of affirmative deferral elections.** Unless this subsection (iv) is elected, for purposes of the automatic deferral provisions of the Plan, a Participant's affirmative elective deferral election will not expire. If this subsection (iv) is elected, a Participant's affirmative deferral election will expire:
- ☐ (A) at the end of each Plan Year.
- ☐ (B) Describe date that the affirmative election will expire: _____
- If a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant becomes subject to the automatic deferral percentage as specified in the Plan pursuant to the automatic contribution arrangement provisions. Each year, the Participant can always complete a new affirmative election and designate a new deferral percentage.
- [*Note: Any Salary Deferral Election (including an election not to defer under the Plan) made after the effective date of the automatic deferral provisions will override such automatic deferral provisions.*]
- (4) **Application of automatic increase.** Unless designated otherwise under this subsection (4), if an automatic increase is selected under subsection (2)(iii) above, the automatic increase will take effect as of the first day of the second Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant. (See Section 3.03(c)(2)(iii) of the BPD.)
- ☐ (i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(iii) takes effect as of the appropriate date (as designated under subsection (iii) below) within the first Plan Year following the date automatic contributions begin.
- ☐ (ii) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(iii) takes effect as of the appropriate date (as designated under subsection (iii) below) within the _____ Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.
- ☐ (iii) **Effective date.** The automatic increase described under subsection (2)(iii) is generally effective as of the first day of the Plan Year. If this subsection (iii) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:
- ☐ (A) The anniversary of the Participant's date of hire.
- ☐ (B) The anniversary of the Participant's first automatic deferral contribution.
- ☐ (C) The first day of each calendar year.
- ☐ (D) Other date: _____
- ☐ (iv) **Special rules:** _____

- (5) **Treatment of Employees who have a Severance from Employment and who are rehired.** Unless designated otherwise below, in applying the automatic deferral provisions under this AA§6A-7, including the automatic increase provisions, a rehired Participant is treated as a new Employee (regardless of the amount of time since the rehired Employee had a Severance from Employment).
- ☐ (i) **Rehired Employees not treated as new Employee.** In applying the automatic deferral provisions under this AA§6A-7, including the automatic increase provisions, a rehired Participant is not treated as a new Employee. Thus, for example, a rehired Participant’s deferral percentage will be calculated based on the date the individual first began making automatic deferrals under the Plan.
 - ☐ (ii) **Describe special rules applicable to rehired employees:** _____
- ☐ (b) **Permissible Withdrawals under Automatic Contribution Arrangement.**
- ☐ (1) **Permissible withdrawals allowed.** If the Plan satisfies the requirements for an EACA (as set forth in Section 3.03(c) of the BPD), a Participant who has Salary Deferrals contributed to the Plan pursuant to an automatic deferral election under this AA §6A-7 may elect to withdraw such contributions (and earnings attributable thereto) within 90 days after the date such Salary Deferrals would otherwise have been included in gross income, unless designated otherwise under subsection (3) below. Unless elected otherwise below, if a Participant does not make automatic deferrals to the Plan for an entire Plan Year (e.g., due to Severance from Employment), the Plan may allow such Participant to take a permissive withdrawal, but only with respect to default contributions made after the Participant’s return to employment.
 - ☐ The ability to take permissible withdrawals does not apply to rehired Participants, even if such Participants have not made automatic deferrals to the Plan for an entire Plan Year due to Severance from Employment.
 - ☐ (2) **No permissible withdrawals.** Although the Plan contains an automatic deferral election that is designed to satisfy the requirements of an EACA, the permissible withdrawal provisions under this subsection (b) are not available.
 - ☐ (3) **Time period for electing a permissible withdrawal.** Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than ____ [*may not be less than 30 or more than 90*] days after the date the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income.
- ☐ (c) **Other automatic contribution provisions:** _____

6A-8 **SPECIAL DEFERRAL EFFECTIVE DATES.** Unless designated otherwise under this AA §6A-8, a Participant is eligible to make Salary Deferrals under the Plan as of the Effective Date of the Plan (as designated in the Employer Signature Page). However, in no case may a Participant begin making Salary Deferrals prior to the later of the date the Employee becomes a Participant, the date the Participant executes a Salary Reduction Agreement or the date the Plan is adopted or effective. (See Section 3.03(a) of the BPD.)

To designate a later Effective Date for Salary Deferrals or Roth Deferrals, complete this AA §6A-8.

- ☐ (a) **Salary Deferrals.** A Participant is eligible to make Salary Deferrals under the Plan as of:
- ☐ (1) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).
 - ☐ (2) ____ (insert date).
- ☐ (b) **Roth Deferrals.** The Roth Deferral provisions under AA §6A-5 are effective as of _____. [**Note:** If Roth Deferrals are permitted under AA §6A-5 above, Roth Deferrals are effective as of the Effective Date applicable to Salary Deferrals under this AA §6A-8, unless a later date is designated under this subsection.]

SECTION 6B MATCHING CONTRIBUTIONS

6B-1 **MATCHING CONTRIBUTIONS.** Is the Employer authorized to make Matching Contributions under the Plan?

- ☒ Yes
- ☐ No [*Check this box if there are no Matching Contributions. If “No” is checked, skip to Section 7.*]

[**Note:** Any Matching Contribution made pursuant to this AA §6B will count towards the Code §457(e)(15) Maximum Contribution Limit. See Section 5.01 of the BPD.]

6B-2 **MATCHING CONTRIBUTION FORMULA:** For the period designated in AA §6B-5 below, the Employer will make the following Matching Contribution on behalf of Participants who satisfy the allocation conditions under AA §6B-6 below.

- ☐ (a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution and how such Matching Contribution is allocated to Participants.

- ☐ (b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:
- ☐ (1) ____% of Salary Deferrals made for each period designated in AA §6B-5 below.
 - ☐ (2) \$____ for each period designated in AA §6B-5 below.
 - ☐ (3) The Employer Contribution will be determined in accordance with the personal service contract or employment contract applicable to the Participant.
 - ☐ (4) The Employer Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.
- ☐ (c) **Tiered match.** The Employer will/may make a Fixed/Discretionary Matching Contribution to all Participants based on the following tiers of Salary Deferrals.
- ☐ (1) **Tiers as percentage of Plan Compensation.**

Salary Deferrals	Fixed Match	Discretionary Match
☐ (i) Up to ____% of Plan Compensation	_____%	☐
☐ (ii) From ____% up to ____% of Plan Compensation	_____%	☐
☐ (iii) From ____% up to ____% of Plan Compensation	_____%	☐
☐ (iv) From ____% up to ____% of Plan Compensation	_____%	☐

- ☐ (2) **Tiers as dollar amounts.**

Salary Deferrals	Fixed Match	Discretionary Match
☐ (i) Up to \$____	_____%	☐
☐ (ii) From \$____ up to \$____	_____%	☐
☐ (iii) From \$____ up to \$____	_____%	☐
☐ (iv) Above \$____	_____%	☐

- ☐ (d) **Year of Service match.** The Employer will/may make a fixed %/Discretionary Matching Contribution as a uniform percentage of Salary Deferrals to all Participants based on Years of Service with the Employer.

Years of Service	Matching %	Discretionary Match
☐ (1) From ____ up to ____ Years of Service	_____%	☐
☐ (2) From ____ up to ____ Years of Service	_____%	☐
☐ (3) From ____ up to ____ Years of Service	_____%	☐
☐ (4) From ____ up to ____ Years of Service	_____%	☐
☐ (5) Years of Service equal to and above ____	_____%	☐

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: _____

- ☒ (e) **Other Matching Contribution Formula:** The Employer will make matching contributions equal to an amount designated in the Memorandum of Understanding

6B-3 CONTRIBUTIONS ELIGIBLE FOR MATCHING CONTRIBUTIONS (“ELIGIBLE CONTRIBUTIONS”). Unless designated otherwise under this AA §6B-3, all Salary Deferrals, including any Roth Deferrals, Age 50 Catch-Up Contributions and Special 457 Catch-Up Contributions, are eligible for the Matching Contributions designated under AA §6B-2.

- ☐ (a) **Matching Contributions.** Only the following contribution sources are eligible for a Matching Contribution under AA §6B-2:
- ☐ (1) Pre-tax Salary Deferrals
 - ☐ (2) Roth Deferrals
 - ☐ (3) Age 50 Catch-Up Contributions
 - ☐ (4) Special 457 Catch-Up Contributions

- ☐ (b) **Application of Matching Contributions to elective deferrals made under another plan maintained by the Employer.** If this subsection is checked, the Matching Contributions described in AA §6B-2 will apply to elective deferrals made under another plan maintained by the Employer.
- ☐ (1) The Matching Contribution designated in AA §6B-2 above will apply to elective deferrals under the following plan maintained by the Employer: _____
- ☐ (2) The following special rules apply in determining the amount of Matching Contributions under this Plan with respect to elective deferrals under the plan described in subsection (1): _____
- [Note: This subsection may be used to describe special provisions applicable to Matching Contributions provided with respect to elective deferrals under another plan maintained by the Employer, including another Code §457(b) plan, a §401(a) qualified plan, or Code §403(b) plan.]*
- ☐ (c) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: _____

6B-4 **LIMITS ON MATCHING CONTRIBUTIONS.** In applying the Matching Contribution formula(s) selected under AA §6B-2 above, the following limits apply.

- ☒ (a) **No limits apply.** All Salary Deferrals are eligible for Matching Contributions.
- ☐ (b) **Limit on Salary Deferrals.** The Matching Contribution formula(s) selected in AA §6B-2 above apply only to Salary Deferrals that do not exceed:
- ☐ (1) _____ % of Plan Compensation.
- ☐ (2) \$ _____.
- ☐ (3) A discretionary amount determined by the Employer.
- ☐ (c) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:
- ☐ (1) _____ % of Plan Compensation.
- ☐ (2) \$ _____.
- ☐ (d) **Special limits:** _____

6B-5 **PERIOD FOR DETERMINING MATCHING CONTRIBUTIONS.** The Matching Contribution formula(s) selected in AA §6B-2 above (including any limitations on such amounts under AA §6B-4) are based on Salary Deferrals for the **Plan Year**. To apply a different period for determining the Matching Contributions and limits under AA §6B-2 and AA §6B-4, check one of (a) – (d) below.

- ☒ (a) payroll period ☐ (b) Plan Year quarter
- ☐ (c) calendar month ☐ (d) Other: _____

[Note: Although Matching Contributions (and any limits on those Matching Contributions) will be determined on the basis of the period designated under this AA §6B-5, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. See Section 3.04(c) of the BPD for a discussion of the “true up” requirements applicable to Matching Contributions.]

6B-6 **ALLOCATION CONDITIONS.** A Participant who has otherwise satisfied all conditions to receive a Matching Contribution, must satisfy any allocation conditions designated under this AA §6B-6 to receive an allocation of Matching Contributions under the Plan.

- ☒ (a) **No allocation conditions** apply with respect to Matching Contributions under the Plan.
- ☐ (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
- ☐ (c) **Minimum service condition.** An Employee must be credited with at least:
- ☐ (1) _____ Hours of Service during the Plan Year.
- ☐ (2) _____ consecutive days of employment with the Employer during the Plan Year.
- ☐ (3) _____ consecutive months of employment with the Employer during the Plan Year.
- ☐ (d) **Application to a specified period.** The allocation conditions selected under this AA §6B-6 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6B-6, the Employer may elect under this subsection to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06(a) of the BPD for a description of the rules for applying the allocation conditions on a periodic basis.)
- ☐ (1) **Period for applying allocation conditions.** Instead of the Plan Year, the allocation conditions set forth under subsection (2) below apply with respect to the following periods:
- ☐ (i) Plan Year quarter
- ☐ (ii) calendar month

- ☐ (iii) payroll period
- ☐ (iv) Other: _____
- ☐ (2) **Application to allocation conditions.** To the extent an employment or minimum service allocation condition applies under this AA §6B-6, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:
- ☐ (i) Only the employment condition will be based on the period selected in subsection (1) above.
- ☐ (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.
- ☐ (iii) Describe any special rules: _____
- ☐ (e) **Exceptions.**
- ☐ (1) The above allocation condition(s) will **not** apply if the Employee, during the Plan Year:
- ☐ (i) dies.
- ☐ (ii) has a Severance from Employment due to becoming Disabled.
- ☐ (iii) becomes Disabled.
- ☐ (iv) has a Severance from Employment after attaining Normal Retirement Age.
- ☐ If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
- ☐ (v) has a Severance from Employment after attaining Early Retirement Age.
- ☐ If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
- ☐ (vi) is on an authorized leave of absence from the Employer.
- ☐ (2) The exceptions selected under subsection (1) do not apply to:
- ☐ (i) an employment condition designated under this AA §6B-6.
- ☐ (ii) a minimum service condition designated under this AA §6B-6.
- ☐ (iii) a Discretionary Matching Contribution.
- ☐ (iv) a Fixed Matching Contribution.
- ☐ (f) **Equivalency Method.** For purposes of determining an Employee's Hours of Service for allocation purposes, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(4) of the BPD). The Equivalency Method will apply to:
- ☐ (1) All Employees.
- ☐ (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.
- ☐ (g) **Elapsed Time Method.** For purposes of determining an Employee's service for allocation purposes, the Plan will use the Elapsed Time Method
- ☐ (h) **Describe** any special rules governing the allocation conditions under the Plan: _____

6B-7 **OPTIONAL TREATMENT OF MATCHING CONTRIBUTIONS AS ROTH CONTRIBUTIONS.** Unless elected otherwise below, a Participant may not elect to treat a nonforfeitable Matching Contribution made on behalf of such Participant as a Roth Deferrals.

- ☐ (a) A Participant **MAY** elect to treat a nonforfeitable Matching Contribution made on behalf of such Participant as a Roth Deferral. [**Note:** The Employer and/or Plan Administrator will develop operational procedures to assist in administering this election.]
- ☐ (b) Describe any special rules relating to the optional treatment of nonforfeitable Matching Contributions as a Roth Deferral: _____

6B-8 **OPTIONAL TREATMENT OF QUALIFIED STUDENT LOAN PAYMENTS AS SALARY DEFERRALS FOR MATCHING CONTRIBUTIONS.** Unless elected otherwise below, Qualified Student Loan Payments are not treated as Salary Deferrals for Matching Contribution purposes under the Plan.

- ☐ (a) Effective ____ (no earlier than the first day of the Plan Year beginning after December 31, 2023), the Employer elects to make Matching Contributions on account of Qualified Student Loan Payments, as provided under BPD Section 3.04(e). The Employer may develop procedures to assist in the administration of this election and/or may specify any special rules under subsection (b) below.

- ☐ (b) Describe any special rules applicable to the optional treatment of Qualified Student Loan Payments as Salary Deferrals for Matching Contribution purposes: _____

6B-9 **SPECIAL RULES APPLICABLE TO MATCHING CONTRIBUTIONS.** The following special rules apply to Matching Contributions: _____

SECTION 7 RETIREMENT AGES

7-1 **NORMAL RETIREMENT AGE.** For purposes of applying the Special 457 Catch-Up Contribution under AA §6A-4(b) (and vesting, allocation and other provisions of the Plan referring to Normal Retirement Age, if applicable), Normal Retirement Age under the Plan is:

- ☐ (a) Age ____ (not earlier than age 65 or later than age 70 ½).
- ☐ (b) The earlier of age ____ (not earlier than age 65 or later than age 70 ½) or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(b) of the BPD).
- ☒ (c) The Participant may designate a Normal Retirement Age that is on or after the earlier of age 65 or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(b) of the BPD) but not later than age 70½.
- ☐ (d) The Participant may designate a Normal Retirement Age that is on or after age ____ (not earlier than age 65) but not later than age ____ (not later than age 70½).
- ☐ (e) Describe Normal Retirement Age: _____

Normal Retirement Age for Qualified Police (elect if applicable):

- ☐ (f) Age ____ (not earlier than age 40 or later than age 70 ½).
- ☐ (g) The earlier of age ____ (not earlier than age 40 or later than age 70 ½) or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(c) of the BPD).
- ☒ (h) The Participant may designate a Normal Retirement Age that is on or after the earlier of age 40 or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(b) of the BPD) but not later than age 70½.
- ☐ (i) The Participant may designate a Normal Retirement Age that is on or after age 65 but not later than age 70½.
- ☐ (j) Describe Normal Retirement Age for Qualified Police: _____

Normal Retirement Age for Firefighters (elect if applicable):

- ☐ (k) Age ____ (not earlier than age 40 or later than age 70 ½).
- ☐ (l) The earlier of age ____ (not earlier than age 40 or later than age 70 ½) or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(c) of the BPD).
- ☒ (m) The Participant may designate a Normal Retirement Age that is on or after the earlier of age 40 or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(b) of the BPD) but not later than age 70½.
- ☐ (n) The Participant may designate a Normal Retirement Age that is on or after age 65 but not later than age 70½.
- ☐ (o) Describe Normal Retirement Age for Firefighters: _____

[Note: A Participant's Normal Retirement Age must be the same as such Participant's normal retirement age under any other 457(b) plans sponsored by the Employer. The designation of a Normal Retirement Age under the Plan does not compel retirement with the Employer.]

SECTION 8 VESTING AND FORFEITURES

8-1 **CONTRIBUTIONS SUBJECT TO VESTING.** Does the Plan provide for Employer Contributions under AA §6 or Matching Contributions under AA §6B that are subject to vesting?

- ☐ Yes
- ☒ No [If "No" is checked, skip to Section 9.]

[Note: The imposition of a vesting schedule creates a substantial risk of forfeiture with respect to the contributions subject to the vesting schedule. If a contribution is subject to a substantial risk of forfeiture, such contribution is not counted toward the Maximum Contribution Limit until the substantial risk of forfeiture lapses (i.e., the contributions are vested). Where an amount is subject to a substantial risk of forfeiture, gains or losses allocable to the amount deferred, through the date that the substantial risk of forfeiture lapses, are taken into account in determining the amount that is considered deferred in the year in which the substantial risk of forfeiture lapses.]

- 8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows for both Employer Contributions and Matching Contributions, to the extent authorized under AA §6 and AA §6B. See Section 7.02(a) of the BPD for a description of the various vesting schedules under this AA §8-2. (Note: If the Employer imposes a vesting schedule, Employer Contributions and Matching Contributions, and attributable earnings, will count towards the Code §457(c)(15) Maximum Contribution Limit for the year in which the amounts become vested.)

ER	Match	
☐	☐	(a) Full and immediate vesting.
☐	☐	(b) 3-year cliff vesting schedule
☐	☐	(c) 6-year graded vesting schedule
☐	☐	(d) Modified vesting schedule
		____ % immediately on Plan participation
		____ % after 1 Year of Service
		____ % after 2 Years of Service
		____ % after 3 Years of Service
		____ % after 4 Years of Service
		____ % after 5 Years of Service
		100% after 6 Years of Service
☐	☐	(e) Other: _____

- 8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, the following service with the Employer is excluded.

- ☐ (a) None, all service with the Employer counts for vesting purposes.
- ☐ (b) Service before the original Effective Date of this Plan is excluded. (See Section 7.06 of the BPD for rules regarding Predecessor Service.)
- ☐ (c) Service completed before the Employee's ____ birthday is excluded.

- 8-4 **FULL VESTING.** An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee:

- ☐ (a) dies.
- ☐ (b) has a Severance from Employment due to becoming Disabled.
- ☐ (c) becomes Disabled.
- ☐ (d) attains Normal Retirement Age.
- ☐ (e) Other: _____
- ☐ (f) Not applicable. No increase in vesting applies.

- 8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply.

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period.
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.

To override the default vesting rules, complete the applicable sections of this AA §8-5. If this AA §8-5 is not completed, the default vesting rules apply.

ER	Match	
☐	☐	(a) Year of Service. Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ [<i>must be less than 1,000</i>] Hours of Service during a Vesting Computation Period.
☐	☐	(b) Vesting Computation Period. Instead of the Plan Year, the Vesting Computation Period is: ☐ (1) The 12-month period beginning with the anniversary of the Employee's date of hire. ☐ (2) Describe: _____ <i>[Note: Any Vesting Computation Period described in (2) must be a 12-consecutive month period and must apply uniformly to all Participants.]</i>
☐	☐	(c) Elapsed Time Method. Vesting service will be determined under the Elapsed Time Method. (See Section 7.03(b) of the BPD.)
☐	☐	(d) Equivalency Method. For purposes of determining an Employee's Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 7.03(a)(2) of the BPD). The Equivalency Method will apply to: ☐ (1) All Employees. ☐ (2) Employees who are not paid on an hourly basis. For Employees paid on an hourly basis, vesting will be determined based on actual hours worked. If this (d) is checked, Hours of Service for vesting will be determined under the following Equivalency Method. ☐ (3) Monthly. 190 Hours of Service for each month worked. ☐ (4) Weekly. 45 Hours of Service for each week worked. ☐ (5) Daily. 10 Hours of Service for each day worked. ☐ (6) Semi-monthly. 95 Hours of Service for each semi-monthly period. ☐ (7) Hours worked. 870 hours worked treated as 1,000 Hours of Service and 435 hours worked treated as 500 Hours of Service. ☐ (8) Regular time hours. 750 regular time hours treated as 1,000 Hours of Service and 375 regular time hours treated as 500 Hours of Service.

8-6 **ALLOCATION OF FORFEITURES.** The Employer may decide in its discretion how to treat forfeitures under the Plan. Alternatively, the Employer may designate under this AA §8-6 how forfeitures occurring during a Plan Year will be treated. *[Note: No elections are required under this AA §8-6, if the Employer decides to use its discretion on how to treat forfeitures.]*

Any forfeitures occurring during a Plan Year will be:

ER	Match	
☐	☐	(a) N/A. All contributions are 100% vested. <i>[Do not complete the rest of this AA §8-6.]</i>
☐	☐	(b) Reallocated as additional Employer Contributions or as additional Matching Contributions.
☐	☐	(c) Used to reduce Employer and/or Matching Contributions.

For purposes of subsection (b) or (c), forfeitures will be applied:

☐	☐	(d) for the Plan Year in which the forfeiture occurs.
☐	☐	(e) for the Plan Year following the Plan Year in which the forfeitures occur.

Prior to applying forfeitures under subsection (b) or (c):

☐	☐	(f) Forfeitures may be used to pay Plan expenses. (See Section 7.08(c) of the BPD.)
☐	☐	(g) Forfeitures may not be used to pay Plan expenses.

In determining the amount of forfeitures to be reallocated under subsection (b), the same allocation conditions apply as for the source for which the forfeiture is being allocated under AA §6-5 or AA §6B-6, unless designated otherwise below.

☐	☐	(h) Forfeitures are not subject to any allocation conditions.
☐	☐	(i) Forfeitures are subject to a last day of employment allocation condition.

ER Match

- ☐ ☐ (j) Forfeitures are subject to a ____ Hours of Service minimum service requirement.

In determining the treatment of forfeitures under this AA §8-6, the following special rules apply:

- ☐ ☐ (k) Describe: _____

8-7 SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.

- (a) **Additional allocations.** If a Participant who has a Severance from Employment receives a complete distribution of such Participant's vested Account Balance while still entitled to an additional allocation, the forfeiture provisions do not apply until the Participant receives a distribution of the additional amounts to be allocated.

To modify the default forfeiture rules, complete this AA §8-7(a).

- ☐ The forfeiture provisions will apply if a Participant who has a Severance from Employment takes a complete distribution, regardless of any additional allocations during the Plan Year.

- (b) **Timing of forfeitures.** A Participant who receives an Involuntary Cash-Out Distribution (as described in AA §9-4(a)) is treated as having an immediate forfeiture of such Participant's nonvested Account Balance.

To modify the forfeiture timing rules to delay the occurrence of a forfeiture upon an Involuntary Cash-Out Distribution, complete this AA §8-7(b).

- ☐ A forfeiture will occur at the end of the ____ year following the Involuntary Cash-Out Distribution.

8-8 SPECIAL VESTING RULES.

ER Match

- ☐ ☐ Describe special vesting provisions: _____

**SECTION 9
DISTRIBUTION PROVISIONS**

9-1 AVAILABLE FORMS OF DISTRIBUTION.

Lump sum distribution. Unless selected otherwise under subsection (e) below, a Participant may take a distribution of such Participant's entire vested Account Balance in a single lump sum.

Additional distribution options. To provide for additional distribution options, check the applicable distribution forms under this AA §9-1. If a lump sum distribution will not be provided under the Plan, check (e) below and indicate that no lump sum distribution is available under the Plan.

- ☒ (a) **Partial lump sum.** A Participant may take a distribution of less than the entire vested Account Balance upon Severance from Employment.

- ☐ **Minimum partial lump sum amount.** A Participant may not take a partial lump sum distribution of less than \$ ____.

- ☐ (b) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).

- ☒ (c) **Installment distribution for required minimum distributions.** A Participant may take an installment distribution solely to the extent necessary to satisfy the required minimum distribution rules under Section 9 of the BPD.

- ☐ (d) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity.

- ☒ (e) **Describe:** Repetitive Payments

[Note: Any additional distribution option described in (e) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.]

9-2 PERMISSIBLE DISTRIBUTION EVENTS.

- ☒ (a) **Distribution events.** A Participant may withdraw all or any portion of such Participant's vested Account Balance, to the extent designated, upon the occurrence of the event(s) selected under this AA §9-2.

Deferral Match ER

☐	☐	☐	(1) No in-service distributions are permitted.
☒	☒	☐	(2) The attainment of age <u>59 1/2</u> (no earlier than age 59½).

Deferral	Match	ER	
☒	☒	☐	(3) The occurrence of an Unforeseeable Emergency, as described in Section 8.08 of the BPD. ☐ Participants who receive a distribution on the occurrence of an Unforeseeable Emergency may not make Salary Deferrals to the Plan for a period of 6 months.
☐	☐	☐	(4) A Qualified Birth or Adoption Distribution, as described in Section 8.14 of the BPD.
☐	☐	☐	(5) Upon a deemed Severance from Employment when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services, as described under Section 15.05(c) of the BPD.
☒	☒	☐	(6) An Emergency Personal Expense Distribution, as described in BPD Section 8.18.
☐	☐	☐	(7) A Domestic Abuse Distribution, as described in BPD Section 8.19.
☐	☐	☐	(8) A Qualified Disaster Recovery Distribution, as described in Section 8.17 of the BPD.
☐	☐	☐	(9) A Qualified Long-Term Care Distribution, as described in Section 8.20 of the BPD. [Note: <i>Qualified Long-Term Care Distributions are not available under the Plan until after December 29, 2025.</i>]
☐ (b) Rollover Contributions. Unless designated otherwise under this subsection (b), a Participant may withdraw amounts attributable to Rollover Contributions at any time. If this subsection (b) is selected, amounts attributable to Rollover Contributions may be distributed only upon the occurrence of the following event(s):			
☐ (1) No in-service distributions are permitted.			
☐ (2) The attainment of age ____.			
☐ (3) The occurrence of an Unforeseeable Emergency, as described in Section 8.08 of the BPD.			
☐ (4) The Participant qualifies for a Qualified Birth or Adoption Distribution, as described in Section 8.14 of the BPD.			
☐ (5) Upon a deemed Severance from Employment when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services, as described under Section 15.05(c) of the BPD.			
☐ (6) Describe: _____			
☒ (c) Distribution of Smaller Amounts.			
☐ (1) The Employer has discretion to make distribution of smaller amounts as described in Section 8.06 of the BPD.			
☒ (2) The Participant may withdraw a distribution of smaller amounts as described in Section 8.06 of the BPD.			
☐ (3) Special rules applicable to the distribution of smaller amounts: _____			
☐ (d) Describe any special distribution rules applicable to a Participant's Transfer Account: _____			

9-3 SPECIAL RULES FOR IN-SERVICE DISTRIBUTIONS.

- ☐ (a) In-service distributions will only be permitted if the Participant is 100% vested in the amounts being withdrawn.
- ☐ (b) A Participant may take no more than ____ in-service distribution(s) in a Plan Year.
- ☐ (c) A Participant may not take an in-service distribution of less than \$ ____.
- ☒ (d) A Participant may not take a distribution after Severance from Employment for the following in-service distributions elected under AA §9-2.
- ☒ (1) Unforeseeable Emergency Distributions.
 - ☐ (2) Qualified Birth or Adoption Distributions.
 - ☐ (3) Emergency Personal Expense Distributions.
 - ☐ (4) Domestic Abuse Distributions.
 - ☐ (5) Qualified Long-Term Care Distributions.
- ☐ (e) Describe any special in-service distribution rules: _____

9-4 **PARTICIPANT AND SPOUSAL CONSENT.**

- (a) **Involuntary Cash-Out Distribution.** A Participant who has a Severance from Employment with a vested Account Balance of \$5,000 (or \$7,000, effective for distributions made after December 31, 2023) or less will receive an Involuntary Cash-Out Distribution in the form of a lump sum distribution, unless elected otherwise under this AA §9-4. If a Participant's vested Account Balance exceeds \$5,000 (or \$7,000, effective for distributions made after December 31, 2023), the Participant generally must consent to a distribution from the Plan, except to the extent provided otherwise under this AA §9-4.
- ☐ (1) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A Participant who has a Severance from Employment must consent to any distribution from the Plan. (See Section 14.02(a) of the BPD for special rules upon Plan termination.)
- ☒ (2) **Involuntary Cash-Out Distribution threshold.** Instead of a vested Account Balance Involuntary Cash-Out Distribution threshold of \$5,000 (or \$7,000, effective for distributions made after December 31, 2023), a Participant who has a Severance from Employment will receive an Involuntary Cash-Out Distribution:
- ☒ (i) If the Participant's vested Account Balance is less than or equal to \$1,000.
- ☐ (ii) Regardless of the value of the Participant's vested Account Balance (i.e., a Participant who has a Severance from Employment always will receive an Involuntary Cash-Out Distribution and no Participant consent is required).
- ☐ (3) **Application of Automatic Rollover rules.**
- ☐ (i) The Automatic Rollover rules described in Section 8.09(f) of the BPD do not apply to any Involuntary Cash-Out Distribution below \$1,000, unless elected otherwise under this subsection (i). If this subsection (i) is checked, the Automatic Rollover provisions apply to all Involuntary Cash-Out Distributions (including those below \$1,000).
- ☐ (ii) The Automatic Rollover rules only apply to Involuntary Cash-Out Distributions of Participants who have not attained Normal Retirement Age or age 62, if later.
- ☐ (4) **Distribution upon attainment of stated age.** Participant consent will not be required with respect to distributions made upon attainment of Normal Retirement Age (or age 62, if later), regardless of the value of the Participant's vested Account Balance.
- (5) **Treatment of Rollover Contributions.** In determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold for purposes of applying the distribution rules under this AA §9-4 and the Automatic Rollover provisions under Section 8.09(f) of the BPD, Rollover Contributions will be:
- ☐ (i) excluded.
- ☒ (ii) included.
- (b) **Spousal consent.** Spousal consent is not required for a Participant to receive a distribution or name an alternate Beneficiary, unless designated otherwise under this subsection (b).
- ☐ (1) **Distribution consent.** A Participant's spouse must consent to any distribution or loan, provided the Participant's vested Account Balance exceeds \$_____.
- ☐ (2) **Consent to Beneficiary.** A Participant's spouse must consent to naming someone other than the spouse as Beneficiary under the Plan.
- ☐ (3) **Spousal consent rights determined under administrative policy.** The Employer will establish spousal consent rights for the Plan under a separate administrative policy.
- ☐ (c) **Describe** any special rules relating to Participant or spousal consent: _____

9-5 **TIMING OF DISTRIBUTIONS.** The Plan Administrator will make distributions to a Participant (or Beneficiary) as soon as administratively feasible after the occurrence of an event, such as Severance from Employment, that allows a Participant or Beneficiary to receive a distribution. The Plan may condition the receipt of a distribution on Participant and/or spousal consent, as specified under AA §9-4.

9-6 **DETERMINATION OF BENEFICIARY.**

- (a) **Default beneficiaries.** Under Section 8.05(c) of the BPD, to the extent a Beneficiary has not been named by the Participant (subject to the spousal consent rules) to receive all or any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving spouse (if the Participant was married at the time of death) who shall be considered the designated Beneficiary. If the Participant does not have a surviving spouse at the time of death, distribution will be made to the Participant's surviving children (including legally adopted children, but not including step-children), as designated Beneficiaries, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant's estate.
- ☒ If this subsection (a) is checked, the default beneficiaries under Section 8.05(c) of the BPD are modified as follows:

- ☐ (1) The Plan adopts the default beneficiary rules under Section 8.05(c) of the BPD, except, if the Participant does not have a surviving spouse at the time of death, distribution will be made to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes**.
- ☐ (2) The Plan adopts the default beneficiary rules under Section 8.05(c) of the BPD, except, if the Participant does not have a surviving spouse at the time of death, distribution will be made to the Participant's estate.
- ☐ (3) The Plan adopts the default beneficiary rules under Section 8.05(c) of the BPD, except, if the Participant does not have a surviving spouse at the time of death, distribution will be made in the following order of priority: (1) to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes**; (2) if there are no children, then to the Participant's surviving parents; and (3) if there are no surviving parents, to the Participant's estate.
- ☒ (4) Describe other modifications to the default beneficiaries under Section 8.05(c) of the BPD: The Participant's surviving spouse; or the Participant's children (including adopted children), in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants); and if none to the Participant's surviving parents, in equal shares; and if none to the Participant's estate.

[Note: The description of the modifications to the default beneficiaries must be sufficiently clear for the Plan Administrator to determine the beneficiaries and the method of distribution of the Participant's death benefit.]

- (b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving spouse of the Participant, the determination is based on the marital status as of the date of the Participant's death, unless designated otherwise under this subsection (b).

- ☐ If this subsection (b) is checked, in order to be considered the surviving spouse, the Participant and surviving spouse must have been married for the entire one-year period ending on the date of the Participant's death. If the Participant and surviving spouse are not married for at least one year as of the date of the Participant's death, the spouse will not be treated as the surviving spouse for purposes of applying the distribution provisions of the Plan.

- (c) **Divorce of spouse.** Unless elected otherwise under this subsection (c), if a Participant designates such Participant's spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and spouse are divorced, the designation of the spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 8.05 of the BPD.

- ☐ If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and spouse.

[Note: Section 8.05 of the BPD and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 8.05 of the BPD.]

9-7 QUALIFIED DISTRIBUTIONS FOR RETIRED PUBLIC SAFETY OFFICERS.

Unless otherwise elected below, a Participant who is an eligible retired public safety officer may elect, after Severance from Employment, to have qualified health insurance premiums deducted from amounts to be distributed from the Plan that would otherwise be includible in gross income, and to have such amounts paid directly to the insurer or group health plan. (See Section 8.13 of the BPD.)

- ☐ If this subsection is checked, a Participant who is an eligible retired public safety officer may **NOT** elect to have qualified health insurance premiums deducted from amounts to be distributed from the Plan.

9-8 REQUIRED MINIMUM DISTRIBUTIONS

- (a) **Required Beginning Date.** In applying the required minimum distribution rules under Section 9 of the BPD, the Required Beginning Date is the later of attainment of age 72 (age 70 ½ for Participants who attained age 70 ½ prior to January 1, 2020) or Severance from Employment. To override this default provision, check this subsection (a).

- ☐ The Required Beginning Date is the date the Employee attains age 72 (age 70 ½ for Participants who attained age 70 ½ prior to January 1, 2020), even if the Employee is still employed with the Employer.

- (b) **Temporary Waiver for 2020 - Default if Participant failed to elect.** For purposes of applying the required minimum distribution rules for the 2020 calendar year, effective January 1, 2020 (or such later date as designated below), a Participant (including an Alternate Payee or beneficiary of a deceased Participant) who was eligible to receive a required minimum distribution for the 2020 calendar year could elect whether to receive the 2020 RMD or 2020 Extended RMD (as defined in Section 9.05(a) of the BPD). If a Participant did not specifically elect to take the 2020 RMD or 2020 Extended RMD from the Plan, such distribution was not made for the 2020 calendar year. The Employer

may modify this default rule below, provided such modification satisfies the requirements under Code §401(a)(9)(I) and any applicable IRS guidance. (The temporary waiver for 2020 does not apply to Plans that are established after 2020 and no elections are required for such Plans.)

- ☐ (1) **2020 RMDs and 2020 Extended RMDs were made.** 2020 RMDs and 2020 Extended RMDs were made to Participants who were otherwise required to receive a required minimum distribution for the 2020 calendar year, unless the Participant elected to not receive such distribution.
- ☐ (2) **2020 RMDs were not made, but 2020 Extended RMDs were made.** 2020 RMDs were not made for the 2020 calendar year, but 2020 Extended RMDs were made for the 2020 calendar year, unless the Participant elected otherwise.
- ☐ (3) **2020 RMDs were made, but 2020 Extended RMDs were not made.** 2020 RMDs were made for the 2020 calendar year, but 2020 Extended RMDs were not made for the 2020 calendar year, unless the Participant elected otherwise.
- ☐ (4) **Direct Rollovers.** Unless elected otherwise below, the Plan offered a Direct Rollover only for distributions that were Eligible Rollover Distributions in the absence of Code §401(a)(9)(I).
Instead of the default above, the following were treated as Eligible Rollover Distributions in 2020:
 - ☐ (i) 2020 RMDs
 - ☐ (ii) 2020 RMDs and 2020 Extended RMDs
 - ☐ (iii) 2020 RMDs, but only if paid with an additional amount that is an Eligible Rollover Distribution without regard to Code §401(a)(9)(I)
 - ☐ (iv) Describe: _____
- ☐ (5) **Describe other modifications of the default participant election rules:** _____
- ☐ (6) **Effective date.** Instead of January 1, 2020, the effective date of the amendment providing for a choice of whether a Participant or beneficiary could receive 2020 RMDs was effective: _____
- ☐ (7) **Describe any special rules, including any special effective dates, the Plan applied to RMDs for 2020:** _____

- (c) **Required minimum distribution elections or rules.** Unless the Employer elects otherwise under this AA §9-8(c), RMDs under the Plan when the Participant dies prior to the Required Beginning Date shall be made as follows: (1) if the Participant does not have a Designated Beneficiary, distributions must satisfy the 5-year rule under Code §401(a)(9)(B)(ii); (2) if the participant has a Designated Beneficiary that is not an Eligible Designated Beneficiary, distributions must satisfy the 10-year rule; or (3) if the Participant has an Eligible Designated Beneficiary, distributions must satisfy the life expectancy rule. To override this default provision, complete (1) and/or (2) below.

- ☐ (1) **Application of life expectancy and 10-year rules to Eligible Designated Beneficiaries.** Instead of the default, the Plan will apply the following rule:
 - ☐ (i) The life expectancy rule applies to all Eligible Designated Beneficiaries.
 - ☐ (ii) The 10-year rule applies to all Eligible Designated Beneficiaries.
 - ☐ (iii) The entire interest of an Eligible Designated Beneficiary will be distributed by the end of the ____ calendar year [may not be greater than 9th] following the year the Participant dies.
 - ☐ (iv) The Participant or Eligible Designated Beneficiary may elect to apply either the 10-year rule or the life expectancy rule to determine the required minimum distributions when the Participant dies before such Participant's Required Beginning Date. If no election is timely made:
 - ☐ (A) the life expectancy rule applies to all Eligible Designated Beneficiaries.
 - ☐ (B) the 10-year rule applies to all Eligible Designated Beneficiaries.
 - ☐ (C) the 10-year rule, reduced to ____ years, applies to all Eligible Designated Beneficiaries.
 - ☐ (v) Describe the manner (including effective date) in which the 10-year rule and life expectancy rule apply to Eligible Designated Beneficiaries: _____
- ☐ (2) **Special rules.** Describe any special rules that apply for purposes of the required minimum distribution rules under Code §401(a)(9): _____

[Note: Any special rules for determining required minimum distributions for calendar years beginning on or after January 1, 2022 (or such later date as specified in applicable regulations or guidance) must comply with proposed Treas. Reg §§1.401(a)(9)-1 through 1.401(a)(9)-9 issued on February 24, 2022 (or subsequent applicable final regulations).]

9-9 SPECIAL DISTRIBUTION RULES.

- ☐ **Describe any additional distribution options or rules:** _____

SECTION 10 MISCELLANEOUS PROVISIONS

10-1 **PLAN VALUATION.** The Plan is valued **annually**, as of the last day of the Plan Year. In addition, the Plan will be valued on the following dates:

Deferral	Match	ER	
☒	☒	☐	(a) Daily. The Plan is valued at the end of each business day during which the New York Stock Exchange is open.
☐	☐	☐	(b) Monthly. The Plan is valued at the end of each month of the Plan Year.
☐	☐	☐	(c) Quarterly. The Plan is valued at the end of each Plan Year quarter.
☐	☐	☐	(d) Describe: _____

[Note: The Employer may elect operationally to perform interim valuations.]

10-2 **SPECIAL RULES FOR DETERMINING AMOUNT OF INCOME OR LOSS.** The following special rules apply in determining the amount of income or loss allocated to Participants' Accounts: _____

10-3 **MILITARY SERVICE PROVISIONS -- BENEFIT ACCRUALS.** The benefit accrual provisions under Section 15.05(b) of the BPD do not apply. To apply the benefit accrual provisions under Section 15.05(b) of the BPD, check the box below.

- ☐ (a) **Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 15.05(b) of the BPD. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.
- ☐ (b) **Describe special rules applicable to military service:** _____

10-4 **AUTOMATIC PORTABILITY TRANSACTIONS.** If elected below or as set forth in separate administrative procedures, the Employer may elect to accept amounts pursuant to an automatic portability transaction as described in Code §4975(f)(12) and BPD Section 4.03.

- ☐ (a) **Plan will accept automatic portability transactions.** Check this box if the Plan will accept amounts pursuant to an automatic portability transaction as described in Code §4975(f)(12) and BPD Section 4.03.
- ☐ (b) **Describe special rules applicable automatic portability transactions:** _____

10-5 **GOVERNING LAW.** Unless designated otherwise below, the provisions of this Plan shall be construed, administered, and enforced in accordance with the provisions of applicable Federal Law and, to the extent applicable, the laws of the state in which the Employer has its principal place of business.

- ☐ The provisions of the Plan shall be construed, administered, and enforced in accordance with the provisions of applicable Federal Law and, to the extent applicable, the laws of the state of _____.

10-6 **OTHER SPECIAL RULES APPLICABLE TO THIS PLAN.** The following special rules, including the applicability of any vendor agreements, apply to this Plan: _____

**APPENDIX A
SPECIAL EFFECTIVE DATES**

- ☐ A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:

- ☐ A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:

- ☐ A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:

- ☐ A-4 **Employer Contributions.** The Employer Contribution provisions under AA §6 are effective as follows:

- ☒ A-5 **Salary Deferrals.** The Salary Deferral provisions under AA §6A are effective as follows:
Roth Contributions are effective September 16, 2025
- ☐ A-6 **Matching Contributions.** The Matching Contribution provisions under AA §6B are effective as follows:

- ☐ A-7 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:

- ☐ A-8 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:

- ☐ A-9 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:

- ☐ A-10 **Miscellaneous provisions.** The provisions under AA §10 are effective as follows:

- ☐ A-11 **Special effective date provisions for merged plans.** If any Code §457(b) plan has been merged into this Plan, the following provisions apply:

- ☐ A-12 **Other special effective dates:**

**APPENDIX B
LOAN POLICY**

Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Agreement by substituting an updated Appendix B with new elections.

B-1 Are **PARTICIPANT LOANS** permitted? (See Section 13 of the BPD.)

- ☒ (a) Yes
☐ (b) No

B-2 **LOAN PROCEDURES.**

- ☐ (a) Loans will be provided under the default loan procedures set forth in Section 13 of the BPD, unless modified under this Appendix B.
☒ (b) Loans will be provided under a separate written loan policy.

[Note: If this subsection (b) is checked, do not complete the rest of this Appendix B.]

B-3 **AVAILABILITY OF LOANS.** Participant loans are available to all Participants and Beneficiaries. Participant loans are not available to a former Employee or Beneficiary. To override this default provision, complete this AA §B-3.

- ☐ A former Employee or Beneficiary who has a vested Account Balance may request a loan from the Plan.

B-4 **LOAN LIMITS.** The default loan policy under Section 13.03 of the BPD allows Participants to take a loan provided all outstanding loans do not exceed 50% of the Participant's vested Account Balance. To override the default loan policy to allow loans up to \$10,000, even if greater than 50% of the Participant's vested Account Balance, check this AA §B-4.

- ☐ A Participant may take a loan equal to the greater of \$10,000 or 50% of the Participant's vested Account Balance.
[Note: If this AA §B-4 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the BPD.]

B-5 **NUMBER OF LOANS.** The default loan policy under Section 13.04 of the BPD restricts Participants to one loan outstanding at any time. To override the default loan policy and permit Participants to have more than one loan outstanding at any time, complete (a) or (b) below.

- ☐ (a) A Participant may have ____ loans outstanding at any time.
☐ (b) There are no restrictions on the number of loans a Participant may have outstanding at any time.

B-6 **LOAN AMOUNT.** The default loan policy under Section 13.04 of the BPD provides that a Participant may not receive a loan of less than \$1,000. To modify the minimum loan amount or to add a maximum loan amount, complete this AA §B-6.

- ☐ (a) There is no minimum loan amount.
☐ (b) The minimum loan amount is \$_____.
☐ (c) The maximum loan amount is \$_____.

B-7 **INTEREST RATE.** The default loan policy under Section 13.05 of the BPD provides for an interest rate commensurate with the interest rates charged by local commercial banks for similar loans. To override the default loan policy and provide a specific interest rate to be charged on Participant loans, complete this AA §B-7.

- ☐ (a) The prime interest rate
☐ plus ____ percentage point(s).
☐ (b) Describe: _____

[Note: Any interest rate described in this AA §B-7 must be reasonable and must apply uniformly to all Participants.]

B-8 **PURPOSE OF LOAN.** The default loan policy under Section 13.02 of the BPD provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans, complete this AA §B-8.

- ☐ A Participant may only receive a Participant loan under the following circumstances: _____

- B-9 **APPLICATION OF LOAN LIMITS.** If Participant loans are not available from all contribution sources, the limitations under Code §72(p) and the adequate security requirements of the Department of Labor regulations will be applied by taking into account the Participant's entire Account Balance. To override this provision, complete this AA §B-9.
- ☐ The loan limits and adequate security requirements will be applied by taking into account only those contribution Accounts which are available for Participant loans.
- B-10 **CURE PERIOD.** The Plan provides that a Participant incurs a loan default if a Participant does not repay a missed payment by the end of the calendar quarter following the calendar quarter in which the missed payment was due. To override this default provision to apply a shorter cure period, complete this AA §B-10.
- ☐ The cure period for determining when a Participant loan is treated as in default will be _____ days (cannot exceed 90) following the end of the month in which the loan payment is missed.
- B-11 **PERIODIC REPAYMENT – PRINCIPAL RESIDENCE.** If a Participant loan is for the purchase of a Participant's primary residence, the loan repayment period for the purchase of a principal residence may not exceed ten (10) years.
- ☐ (a) The Plan does not permit loan payments to exceed five (5) years, even for the purchase of a principal residence.
- ☐ (b) The loan repayment period for the purchase of a principal residence may not exceed _____ years (may not exceed 30).
- ☐ (c) Loans for the purchase of a Participant's primary residence may be payable over any reasonable period commensurate with the period permitted by commercial lenders for similar loans.
- B-12 **SEVERANCE FROM EMPLOYMENT.** Section 13.10 of the BPD provides that a Participant loan becomes due and payable in full upon the Participant's Severance from Employment. To override this default provision, complete this AA §B-12.
- ☐ A Participant loan will not become due and payable in full upon the Participant's Severance from Employment.
- B-13 **DIRECT ROLLOVER OF A LOAN NOTE.** Section 13.10(b) of the BPD provides that upon Severance from Employment a Participant may request the Direct Rollover of a loan note. To override this default provision, complete this AA §B-13.
- ☐ A Participant may **not** request the Direct Rollover of the loan note upon Severance from Employment.
- B-14 **LOAN RENEGOTIATION.** The default loan policy provides that a Participant may renegotiate a loan, provided the renegotiated loan separately satisfies the reasonable interest rate requirement, the adequate security requirement, the periodic repayment requirement and the loan limitations under the Plan. The Employer may restrict the availability of renegotiations to prescribed purposes provided the ability to renegotiate a Participant loan is available on a non-discriminatory basis. To override the default loan policy and restrict the ability of a Participant to renegotiate a loan, complete this AA §B-14.
- ☐ (a) A Participant may **not** renegotiate the terms of a loan.
- ☐ (b) The following special provisions apply with respect to renegotiated loans: _____
- B-15 **SOURCE OF LOAN.** Participant loans may be made from all available contribution sources, to the extent vested, unless designated otherwise under this AA §B-15.
- ☐ Participant loans will not be available from the following contribution sources: _____
- B-16 **SPOUSAL CONSENT.** Spousal consent is not required for a Participant to receive a loan. To override this provision, complete this AA §B-16.
- ☐ Spousal consent is required to receive a Participant loan.
- B-17 **MODIFICATIONS TO DEFAULT LOAN PROVISIONS.**
- ☐ The following special rules will apply with respect to Participant loans under the Plan: _____
- [Note: Any provision under this AA §B-17 must satisfy the requirements under Code §72(p) and the regulations thereunder and will control over any inconsistent provisions of the Plan dealing with the administration of Participant loans.]*

APPENDIX C
ADMINISTRATIVE ELECTIONS

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without re-executing this Agreement by substituting an updated Appendix C with new elections.

C-1 DIRECTION OF INVESTMENTS. Are Participants permitted to direct investments?

☐ (a) No

☒ (b) Yes

Specify Accounts:

☒ (1) All Accounts

☐ (2) Pre-Tax Salary Deferral Account

☐ (3) Roth Deferral Account

☐ (4) Matching Contribution Account

☐ (5) Employer Contribution Account

☐ (6) Rollover Contributions Account

☐ (7) Transfer Account

☐ (8) Other: _____

☐ (c) Describe any special rules that apply for purposes of direction of investments: _____

C-2 ROLLOVER CONTRIBUTIONS. Does the Plan accept **Rollover Contributions**?

☐ (a) No

☒ (b) Yes

☒ (1) If this subsection (1) is checked, an Employee may make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan.

☐ (2) Check this subsection (2) if the Plan will accept Rollover Contributions from former Employees with an Account Balance under the Plan.

☐ (3) Describe any special rules for accepting Rollover Contributions: _____

[Note: The Employer may designate in this subsection (3), or in separate written procedures, the extent to which it will accept rollovers from designated plan types. For example, the Employer may decide not to accept rollovers from certain designated plans (e.g., 403(b) plans, §457 plans or IRAs). Any special rollover procedures will apply uniformly to all Participants under the Plan.]

C-3 QDRO PROCEDURES. Do the **default QDRO procedures** under Section 11.06 of the BPD apply?

☐ (a) No

☒ (b) Yes

EMPLOYER SIGNATURE PAGE

PURPOSE OF EXECUTION. This Signature Page is being executed to effect:

- ☐ (a) The adoption of a **new plan**, effective _____ [Date can be no earlier than the first day of the Plan Year in which the Plan is adopted].
- ☒ (b) The **restatement** of an existing plan, effective September 16, 2025 [Date can generally be no earlier than the first day of the Plan Year in which the Plan is adopted].
- (1) Name of Plan(s) being restated: City of Murrieta 457(b) Deferred Compensation Plan
- (2) The original effective date of the plan(s) being restated: April 27, 1994
- ☐ (c) An **amendment** of the Plan. If this Plan is being amended, the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
- (1) Effective Date(s) of amendment: _____ [Date can generally be no earlier than the first day of the Plan Year in which the Plan is adopted]
- (2) Name of plan being amended: _____
- (3) The original effective date of the plan(s) being amended: _____
- (4) Identify the section(s) of the Adoption Agreement being amended: _____

City of Murrieta, CA
(Name of Employer)

(Name of authorized representative)

(Title)

(Signature)

(Date)

Employers should consult with legal counsel to ensure that the Plan meets applicable federal, State and local law requirements.

The IRS does not maintain a pre-approved plan program or a determination letter program for Code §457(b) plans. Employers who want the Internal Revenue Service to review their Code §457(b) plan document or consider any other document form issue may request a private letter ruling. See Revenue Procedure 2023-1 (or annual successor Revenue Procedure) for details.

TRUST DECLARATION

Effective date of Trust Declaration: November 22, 2022

The Trustee's Investment Powers are:

- ☐ (a) **Discretionary.** A Trustee is a Discretionary Trustee to the extent the Trustee has exclusive authority and discretion with respect to the investment, management or control of Plan assets.
- ☐ (b) **Nondiscretionary.** A Trustee is a Directed Trustee with respect to the investment of Plan assets to the extent the Trustee is subject to the direction of the Plan Administrator or the Employer.
- ☐ (c) **No Trustee.** Plan is funded exclusively with custodial accounts, annuity contracts, and/or insurance contracts. (See Section 12.12 of the BPD.)
- ☒ (d) **Determined under a separate trust agreement.**

Name of Trustee: Nationwide Trust Company, FSB

Title of Trust Agreement: Nationwide Trust Company Agreement

Address: 10 W. Nationwide Blvd.

Columbus, Ohio 43215

Description of any special Trustee powers: _____



CITY OF MURRIETA

City Council Meeting Agenda

Report

9/16/2025
Agenda Item No. 9.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, AICP, Development Services Director

PREPARED BY: David Chantarangsu, AICP, Development Services Director

SUBJECT: Second Reading and Adoption of Ordinance No. 623-25, Authorizing a Development Agreement between the City of Murrieta and Domenigoni Barton Properties, LLC., and Tres Estrellas, LLC. Related to the Development of the Triangle

RECOMMENDATION

Conduct the second reading and adopt Ordinance No. 623-25 entitled: *An Ordinance of the City Council of the City of Murrieta Approving Development Agreement 2024-00004 with Tres Estrellas, LLC and Domenigoni Barton Properties, LLC for the Shops at the Triangle Project Located on Approximately 64.3 Acres Located on the South Side of Murrieta Hot Springs Road between Interstate 15 and Interstate 215 (Development Agreement).*

PRIOR ACTION/VOTE

On September 2, 2025, the City Council conducted a public hearing and introduced Ordinance No. 623-25 (Vote: 4-0-1).

CITY COUNCIL GOAL

Aggressively pursue economic development.

DISCUSSION

The proposed ordinance enables the City and property owner to enter into a Development Agreement (DA) to advance an important retail project within the City. Cities use DAs to provide more certainty to developers undertaking large projects, reducing developer risk in exchange for benefits to the general public.

The proposed DA, which is included in Ordinance No. 623-25 as an attachment, addresses specific site development issues that further the development of the property for the first phase of development, which entails approximately 279,500 square feet of new retail and commercial buildings, such as:

- Billboard relocation;
- Off-site traffic improvements; and

- Development Impact Fee credits.

Public benefits of this project include: 1) Expanding economic development opportunities and facilitation of job creation in the City by establishing new retail uses on vacant land in a developing area; 2) Assisting the region in achieving jobs/housing balance region-wide by attracting new businesses to the City providing additional job opportunities in a housing rich area reducing the need for members of the local workforce to commute outside the area for employment; and 3) Providing for uses that will generate tax revenue for the City including, but not limited to, increased property and sales tax, in order to support the City's ongoing municipal operations.

The ordinance was unanimously approved (4-0) for first reading on September 2, 2025.

FISCAL IMPACT

In conjunction with the DA, the project will create temporary construction jobs, permanent jobs, Sales Tax and Property Tax to the benefit of the local economy. Potential revenue to the City could reach over \$1 million at project build out depending on other economic factors with the proposed first phase of the development.

ENVIRONMENTAL

On August 20, 2024, the City Council considered and approved an Addendum (2024 Addendum) to the previously adopted Subsequent Environmental Impact Report pursuant to the California Environmental Quality Act Guidelines (Cal. Code Regs. Title 14) Sections 15162 and 15164 by adopting Resolution No. 24-4779 for The Shops at the Triangle project. The proposed DA is consistent with the 2024 Addendum, as it was a contemplated subsequent activity that was anticipated to be carried out in the 2024 Addendum. On September 2, 2025, the City Council found that the approval of the DA was consistent with the 2024 Addendum.

ATTACHMENTS

1. Ordinance No. 623-25
2. September 2, 2025, City Council Report without attachments

ORDINANCE NO. 623-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA APPROVING DEVELOPMENT AGREEMENT 2024-00004 WITH TRES ESTRELLAS, LLC AND DOMENIGONI BARTON PROPERTIES, LLC FOR THE SHOPS AT THE TRIANGLE PROJECT LOCATED ON APPROXIMATELY 64.3 ACRES LOCATED ON THE SOUTH SIDE OF MURRIETA HOT SPRINGS ROAD BETWEEN INTERSTATE 15 AND INTERSTATE 215

Summary: This ordinance approves an agreement relating to the development of approximately 64-acres known as the Triangle between Interstate 15 and Interstate 215.

WHEREAS, the City Council of the City of Murrieta (“City Council”) has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, pursuant to Government Code Sections 65864, et seq., and Murrieta Municipal Code Chapter 16.54 the City is authorized to enter into development agreements providing for the development of land under terms and conditions as set forth therein; and

WHEREAS, on August 20, 2024 the City Council considered and approved an Addendum to a previously certified Subsequent EIR (SEIR), Conducted the First reading of Ordinance No. 607-24 for Specific Plan Amendment No. 2 (SP-2023-00003) to Specific Plan 276 (The Triangle), and approved Tentative Tract Map 38622 (TTM-2022-2706) and Development Plan 2022-2705 for the development of a 279,538 square foot regional commercial center on approximately 36.5 acres of a 64.3 acre site referred to as the “Shops at the Triangle”, and subsequently conducted a Second Reading of Ordinance No. 607-24 on September 3, 2024 (Project); and

WHEREAS, in order to provide a greater degree of certainty regarding the orderly, timely, and economic development of Specific Plan No. 276 (also known as the Triangle Specific Plan), and to secure various public benefits for the community, the City has determined it is in the public interest to enter into a development agreement pursuant to the State of California’s Development Agreement Statute (California Government Code Sections 65864–65869.5), and has prepared Development Agreement DA-2024-00004 (“Development Agreement”) with Tres Estrellas, LLC and Domenigoni Barton Properties, LLC (collectively, the “Applicant”) in connection with the Project, a copy of which is attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the term of the Development Agreement will commence upon the Effective Date and will continue for a term of ten (10 years); and

WHEREAS the Project site is generally located on the south side of Murrieta Hot Springs Road between Interstate 15 and Interstate 215; and

WHEREAS, a public hearing was duly noticed for the Planning Commission meeting of August 13, 2025 by mailing a notice to property owners within a 300-foot radius of the site on August 1, 2025, publishing the notice in the Press Enterprise newspaper on August 1, 2025; and

WHEREAS, on August 13, 2025, the Planning Commission of the City of Murrieta held a duly noticed public hearing on the Development Agreement and considered all written and oral reports of staff, public testimony on the matter, and written and oral testimony provided by the Applicant and such other matters as are reflected in the record of this matter; and

WHEREAS, the Planning Commission used its independent judgment and considered all the reports, recommendations, and testimony set forth above; and

WHEREAS, on August 13, 2025 the Planning Commission recommended that the City Council determine that the approval of the Development Agreement is a subsequent action contemplated as part of the Project consistent with the Addendum approved for the Project in 2024; and voted (4-0-0) to recommend approval of the Development Agreement to the City Council; and

WHEREAS, a public hearing on the matter was duly noticed as provided in Murrieta Development Code section 16.78.050 for the City Council meeting of September 2, 2025 by mailing a notice to property owners within a 300-foot radius of the site on August 22, 2025, publishing the notice in the Press Enterprise newspaper on August 22, 2025; and

WHEREAS, the City Council held a duly-noticed public hearing on September 2, 2025, at which time, the City Council considered the Planning Commission recommendations, staff report and public comments, both oral and written.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct and hereby incorporated by this reference.

SECTION 2. The City Council hereby makes the following findings regarding Development Agreement DA-2024-00004 in accordance with Chapter 16.54 of the Murrieta Municipal Code, and based upon the facts and statements of public and city staff, and information of record provided at the public hearing in this matter:

A. The Development Agreement is consistent with the applicable existing land use regulations including without limitations the City's General Plan, the City's Municipal Code and the Triangle Specific Plan.

FACTS: The proposed Development Agreement will facilitate the development of the Project which is a major land use initiative within the City's General Plan. The Project, and by association the proposed Development Agreement, implements the following General Plan policies:

- General Plan Goal LU-1 -“A complimentary balance of land uses throughout the community that meets the needs of existing residents and businesses as well as anticipated growth, and achieves the community’s vision.”
- Policy LU-1.2, Ensure future development provides for a variety of commercial, industry, and housing that serve the spectrum of incomes within the region.
- Policy LU-1.3, Establish a range of residential density and non-residential intensities to encourage a wide range of development opportunities.
- Policy LU-1.5, Encourage a wide variety of retail and commercial services, such as restaurants, and cultural arts/entertainment, in appropriate locations. Goal LU-7 “Economically viable, vital, and attractive commercial centers throughout the City that serve the needs of the community.”
- Policy LU-7.1, Work with property owners of vacant commercially zoned property to develop their sites into appropriate, economically viable projects.
- Policy LU7.5, Provide convenient freeway access for regionally-serving commercial centers to attract a regional customer base.
- Policy LU-7.6, Focus commercial retail centers adjacent to major transportation corridors
- Policy LU-7.8, Encourage consolidation of parking and reciprocal access agreements between adjacent business and commercial center property owners.
- Policy LU-7.9, Encourage opportunities for complementary retail and service uses to serve local residents and the daytime employment population.
- Policy LU-7.10, Encourage a range of retail uses that serve local residents in the region. Goal LU-8 –“A community that provides opportunities for mixed use and/or transit-oriented development.” 4
- Policy LU-8.1, Encourage integrated development that incorporates a mix of uses (residential, commercial, office) in mixed use or transit-oriented development areas.
- Policy LU-8.6, Encourage higher density residential, commercial, and employment development near a future Metrolink or High Speed Rail Station, along other major public transportation routes, and at other suitable locations. Goal LU-12 –“A focused development and economic development strategy that emphasizes specialized land use policies within identified Focus Areas.”
- Policy LU-12.1, Provide for the highest level of retail and job-creating uses in areas adjacent to the I-15 and I-215 freeways. This includes the North Murrieta Business Corridor, Golden Triangle North (Central Murrieta), and South Murrieta Business Corridor Focus Areas. Goal ED-1- “A highly visible and attractive commercial mixed-use regional hub located at the confluence of the I-15 and I-215 freeways in central Murrieta” and policies ED-1.1 & ED-1.3. The project provides the opportunity for a variety of commercial uses including retail, food/restaurant, and service uses which is conveniently located near two major freeways that will serve the region and the local residents. The planned additional services, employment opportunities, and potential fiscal revenue

sources are intended to bring further balance to the existing and planned future residential uses in the city. The Specific Plan allows for a higher intensity of development and the Development Plan represents a phase within the specific plan with additional vacant land remaining for future development. Other specific goals and policies the Project is consistent with are: General Plan Goal CIR1. “A circulation system that serves the internal circulation needs of the City, while also addressing the inter-community or through travel needs and corresponding policies” (Policy CIR-1.1, CIR-1.2, CIR-1.3, CIR-1.10), Goal CIR-6 “Alternative travel modes and facilities are available to serve residents and employers/employees and reduce vehicle miles traveled”. (Policy CIR-6.8, CIR-6.9, and CIR-6.13).

The Project meets Infrastructure Element Goal INF-1, “New development and redevelopment is coordinated with the provision of adequate infrastructure for water, sewer, storm water, and energy.” and corresponding policies INF-1.1, INF-1.4, and INF1.21. The project will construct facilities both on- and off-site to support the area and help protect off-site areas from inundation. These facilities will be constructed by the Developer and then dedicated to the appropriate public agency for ownership.

Furthermore, the Development Agreement is compatible with the uses authorized in, and the regulations prescribed for the area in which the Property is located; is in conformity with and will promote public convenience, general welfare and good land use practice; will not be detrimental to the public health, safety and general welfare; will not adversely affect the orderly development of property or the preservation of property values in the immediate neighborhood and general surrounding area; and will promote and encourage the development of the Property by providing a greater degree of certainty by providing a 10-year timeframe for the Applicant to develop the Project.

B.. The Development Agreement will be in the best interests of the City.

FACTS: The Project accomplishes the City’s goals and policies set forth in the General Plan by achieving the following objectives:

- Ensure the development of the Property consistent with applicable goals and policies of the City set forth in the General Plan.
- Expand economic development and facilitate job creation in the City by establishing new retail uses on vacant land in a developing area.
- Assist the region in achieving jobs/housing balance region-wide by attracting new businesses to the City, providing additional job opportunities in a housing-rich area, and thereby provide a more equal jobs-housing balance in the Riverside County/Inland Empire area, which will reduce the need for members of the local workforce to commute outside the area for employment.

- Construction of an attractive mixed-use retail development, which meets the local demand for neighborhood serving retail and entertainment uses in the City and throughout the region.
- Implement the type and amount of retail uses at the Property that are viable based on market demand.
- Accommodate new development in a phased, orderly manner that is coordinated with the provision of necessary infrastructure and public improvements
- Provide for uses that will generate tax revenue for the City including, but not limited to, increased property and sales tax, in order to support the City's ongoing municipal operations.
- Construction of public improvements that would have otherwise been carried out by the City through its Capital Improvement Program and/or Development Impact Fee program.

SECTION 3. Approval.

As summarized in the finding above, the City Council finds that the provisions of the Development Agreement attached hereto as Exhibit A are consistent with the General Plan and the zoning code, and comply with the requirements of development agreement law and the Murrieta Development Code, and that the Development Agreement (A) will be in the best interest of the City and (B) will be consistent with the objectives, policies, general land uses, and programs of the General Plan and the applicable Specific Plan and Murrieta Development Code and hereby approves the Development Agreement and authorizes the Mayor to execute the Development Agreement with the Applicant attached as Exhibit A.

SECTION 4. Further Actions Authorized.

The Mayor, City Manager, and City Clerk or their designees, are authorized and directed to take such actions and execute such documents and certifications as may be necessary to implement and affect execution, recordation and enforcement of this Ordinance and the Development Agreement.

SECTION 5. Recordation.

Pursuant to Government Code Section 65868.5, the City Clerk of the City shall record a copy of said DA with the County Recorder within 10 days after the Mayor's signing of the DA.

SECTION 6. Periodic Review.

A periodic review will be conducted to monitor the implementation of the Development Agreement and to ensure that the provisions of the Development Agreement are consistent with the General Plan and Murrieta Municipal Code.

SECTION 7. CEQA

The City has complied with all California Environmental Quality Act (California Public Resources Code Section 21000, *et seq.*) ("CEQA") requirements with respect to the approval of

this Development Agreement and of the Project, through the City Council's prior determination pursuant to Section 15162 of the CEQA Guidelines (Cal. Code Regs. Title 14, Chapter 3) that none of the circumstances exist that require further review under CEQA, and that the Project and Agreement are consistent with the 2013 SEIR, such that no further CEQA review is required.

SECTION 8. Notice of Adoption.

This Ordinance shall become effective on the thirty-first (31st) day after its passage and adoption, and within fifteen (15) days after its final passage and the City Clerk shall cause it to be posted and published in a newspaper of general circulation, printed, published and circulated in the City in the manner required by law and shall cause a copy of this Ordinance and its certification, to be entered in the Book of Ordinances of the City.

SECTION 9. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

PASSED AND ADOPTED this 2nd day of September 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 Ordinance No. 623-25 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 2nd day of September, 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

I, Cristal McDonald, City Clerk of the City of Murrieta, California further certify that Ordinance No. 623-25 was duly published according to law and the order of the City Council of said City and the same was so published in *Press Enterprise*, a newspaper of general circulation on the following date(s):

Adopted Ordinance: _____, 2025.

In witness whereof, I have hereunto subscribed my name this __ day of _____, 2025.

Cristal McDonald, City Clerk

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Murrieta
One Town Square
Murrieta, CA 92562

Attention: City Clerk

APNs: 910-390-001, 002, 003, 910-400-001 THROUGH 018

910-290-008 THROUGH 022

(Space Above For Recorder's Use)

Exempt from Recording Fees pursuant to Government Code Section 27383

**DEVELOPMENT AGREEMENT
(Triangle)**

between

**CITY OF MURRIETA,
a California general law city and municipal corporation**

and

**DOMENIGONI BARTON PROPERTIES, LLC,
a Delaware limited liability company**

and

**TRES ESTRELLAS, LLC,
a California limited liability company**

Reference dated as of _____, 2025

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DEVELOPMENT AGREEMENT

(Triangle)

This Development Agreement ("Agreement") is entered into between the CITY OF MURRIETA, a California general law city and municipal corporation ("City"); and DOMENIGONI BARTON PROPERTIES, LLC, a Delaware limited liability company, and TRES ESTRELLAS, LLC, a California limited liability company (collectively, "Developer"). This Agreement is dated as of [REDACTED], 2025 for reference only. This Agreement will not become effective until the "Effective Date" (defined below). City and Developer are entering into this Agreement in reliance on the facts set forth in the Recitals, below.

RECITALS

A. On October 30, 1990, the County of Riverside adopted Specific Plan 276, for the Murrieta Springs Mall, consisting of 1.76 million square feet including uses such as offices, restaurants, entertainment, and hotel uses in an indoor retail mall format. The County's specific plan approval included certification of Environmental Impact Report 358.

B. On October 15, 2013 the City Council approved Ordinance No. 481-13, amending and restating Specific Plan 276, enacting the "Triangle Specific Plan" (effective date November 15, 2013), including the adoption of a resolution certifying a Subsequent Environmental Impact Report (SEIR – SCH No. 2008061104)) (the "SEIR") and adopting a Statement of Overriding Considerations, Findings and Facts of Findings, and the Mitigation, Monitoring, and Reporting Program ("MMRP") for the Triangle Specific Plan.

C. On August 20, 2024 the City Council adopted a Resolution of the City Council of the City of Murrieta Approving the Environmental Determination, Development Plan 2022-2705 and Tentative Tract Map 2022-2706 (TTM 38622) for The Shops at the Triangle, a 64.3-Acre Site to be developed with a 279,538 square foot regional shopping center on approximately 36.5 acres and to subdivide the 64.3-acre site into 23 parcels and Related Improvements for Circulation, Infrastructure, and Landscaping Located southerly of Murrieta Hot Springs Road, East of Interstate 15 and west of Interstate 215 (APN's 910-390-001 through 910-390-003, 910-390-008 through -018, 910-390-020 through 910-390-022, 910-400-001 through -018) within the Commercial (C) Zone of the Triangle Specific Plan Area; subject to certain specified Conditions of Approval.

D. On August 20, 2024 the City Council approved Ordinance No. 607-24, approving and adopting Specific Plan Amendment No. 2 (Specific Plan 276 Amendment No. 2 – formerly named Murrieta Springs Mall) for property located on 64.3 acres southerly of Murrieta Hot Springs Road, East of Interstate 15 and west of Interstate 215 (APN's 910-390-001 through 910-390-003, 910-390-008 through -018, 910-390-020 through 910-390-022, 910-400-001 through -018) (Planning Case No. SP-2023-00003); subject to the Conditions of Approval specified therein.

E. City is authorized under Government Code Section 65864, *et seq.* ("Development Agreement Law") to enter into binding development agreements with persons having legal or equitable interests in real property for the development of that property.

F. Developer owns or has an equitable interest in real property currently consisting of the approximately sixty-four and three tenths (64.3) gross acres of land (“Property”) legally described on the attached Exhibit A and depicted on the attached Exhibit B (“Site Plan”).

G. Developer applied to City for approval and enactment of this Agreement as the primary governing instrument for the development and use of the Property. The City Planning Commission (“Planning Commission”) and the City Council (“City Council”) have conducted public hearings and have found that this Agreement is consistent with City’s General Plan (“General Plan”), including the General Plan Land Use Element.

On [REDACTED], 2025, the Planning Commission adopted Resolution No. [REDACTED] - [REDACTED] recommending that the City Council approve an ordinance approving this Agreement.

H. On [REDACTED], 2025, the City Council adopted Ordinance No. [REDACTED] - [REDACTED] (“Enacting Ordinance”), which approved this Agreement.

I. By adopting the Enacting Ordinance, the City Council elected to exercise its governmental powers with regard to the Development of the Property at the present time rather than later. This Agreement binds City and future City Councils and limits the City Council’s future exercise of its police powers. This Agreement has been found by the City Council to be fair, just and reasonable and in the best interests of City’s citizens and the health, safety and welfare of the public.

J. City has complied with all California Environmental Quality Act (California Public Resources Code Section 21000, *et seq.*) (“CEQA”) requirements with respect to the approval of this Agreement and of the Project, through the City Council’s determination pursuant to Section 15162 of the CEQA Guidelines (Cal. Code Regs. Title 14, Chapter 3) that none of the circumstances exist that require further review under CEQA, and that the Project and Agreement are consistent with the 2013 SEIR, and that no further CEQA review is required.

K. Developer proposes to subdivide and develop the Property in accordance with the Existing Development Approvals on 63.5 net acres (“Project”) and has obtained City’s approval of the following Development Approvals: Specific Plan Amendment 2023-0003, Tentative Tract Map 38622 (TTM-2022-2706), Development Plan 2022-2705, and an Addendum to the previously adopted SEIR (the “SEIR Addendum”).

L. All of City’s prior actions and approvals with regard to this Agreement complied with all applicable legal requirements related to notice, public hearings, findings, votes, and other procedural matters.

M. The development of the Property in accordance with this Agreement will provide substantial benefits to City. This Agreement eliminates uncertainty in planning and provides for the orderly development of the Property, ensures the progressive installation of necessary public improvements to serve the Project, and serves the purposes of the Development Agreement Law.

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following initially capitalized terms used in this Agreement have the following meanings:

“Agreement” means this Development Agreement and all attachments and exhibits thereto.

“Annual Monitoring Report” has the meaning ascribed to the term in Section 6.1.

“Billboards” shall mean the two (2) double-sided billboards/outdoor advertising signs existing on the property on the Effective Date of this Agreement.

“CEQA” has the meaning ascribed to the term in Recital J.

“Certificate of Agreement Compliance” or “Certificate” has the meaning ascribed to the term in Section 6.6.

“Certificate of Occupancy” means a document issued by City’s Building Department, certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy.

“City” means the City of Murrieta, a California general law city and municipal corporation, its successors and assigns, and its related or subordinate boards, commissions, and entities.

“City Council” means the City Council of the City of Murrieta.

“Construct and Dedicate” means the obligation to acquire all necessary real property interests required for, to construct in accordance with City-approved plans and specifications, and to thereafter dedicate to City in accordance with City’s standards, practices and requirements for the dedication of public improvements, the applicable public improvement to which the term “Construct and Dedicate” is made applicable by this Agreement, all at no cost or expense to City except as provided in Section 4.3. Developer’s obligation to Construct and Dedicate will be fulfilled only upon City’s inspection and acceptance of the dedicated improvements into City’s system of public improvements.

“Developer” means, collectively, Domenigoni Barton Properties, LLC, a Delaware limited liability company, and Tres Estrellas, LLC, a California limited liability company, and their permitted successors and assigns.

“Development” means the subdivision and improvement of the Property for the purposes of constructing or reconstructing the public and private structures, improvements and facilities comprising the Project, including, but not limited to: grading; the construction or reconstruction of infrastructure and public and private facilities related to the Project, whether located within or outside the Property; the construction or reconstruction of buildings and structures; and, the installation of landscaping. “Development” does not include the maintenance of any building, structure, improvement or facility after its construction and completion.

“Development Agreement Law” has the meaning ascribed to the term in Recital A.

“Development Approvals” mean all site-specific (meaning specifically applicable to the Property only and not generally applicable to some or all other properties within the City) plans, maps, approvals, permits and other entitlements applicable to the Development of the Property, including, but not limited to: specific plans and specific plan amendments; tentative and final subdivision and parcel maps; conditional use permits, public use permits and site plans; zoning; variances; and, grading and building permits. The term Development Approvals does not include (i) rules, regulations, policies, and other enactments of general application within the City authorized to be applicable to the Property pursuant to this Agreement, or (ii) any matter where City has reserved authority under this Agreement.

“Development Exactions” mean any monetary or non-monetary exaction or mitigation measure, including a Development Impact Fee, imposed by City in connection with a Development Approval or in connection with the granting of any other right, privilege or approval pertaining to the Project, including requirements for land dedication or for public construction either within or outside the Property.

“Development Impact Fee” means a monetary payment authorized by Government Code Section 66001, *et seq.*, whether imposed legislatively on a broad class of development projects or on an ad hoc basis to a specific development project.

“Development Plan” means the proposed plan for Development of all or a portion of the Property pursuant to the Existing Development Approvals and Subsequent Development Approvals, in accord with the Existing Land Use Regulations and applicable Subsequent Land Use Regulations, subject to the Reservations of Authority.

“Director” means the Director of Development Services.

“Effective Date” means the date which is thirty (30) days following the second reading and adoption of the Enacting Ordinance.

“EIR” has the meaning ascribed to the term in Recital B and shall include the EIR as modified by the SEIR and the SEIR Addendum. (“Enacting Ordinance” has the meaning ascribed to the term in Recital H.)

“Existing Development Approvals” mean all Development Approvals approved or issued by City prior to or the same day as the second reading and adoption of the Enacting Ordinance, including the Development Approvals described in Recital K. “Existing Development Approvals” do not include the EIR.

“Existing Land Use Regulations” mean all Land Use Regulations in effect as of the second reading and adoption of the Enacting Ordinance.

“General Plan” has the meaning ascribed to the term in Recital C.

“Land Use Regulations” mean all ordinances, resolutions, codes, rules, regulations and official written policies of the City and/or any subsidiary district of the City and/or any joint powers authority or council of governments of which the City is a member which affect, govern, or apply to land development and use of the Property, including those governing: the permitted use of land; the density or intensity of use; subdivision requirements; the maximum height and size of proposed buildings; development impact fees; design, improvement and construction standards applicable to the Development of the Property; and the reservation or dedication of land for public purposes, all as may be modified or supplemented pursuant to this Agreement. “Land Use Regulations” do not include any ordinance, resolution, code, rule, regulation or official policy governing: the conduct of businesses, professions, and occupations; taxes and assessments; the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property; or the exercise of the power of eminent domain.

“Lot” means any legally subdivided lot of the Property which is intended for commercial uses, including any future parcel maps, lot mergers, and lot line adjustments.

“Minor Amendment” has the meaning ascribed to the term in Section 3.4.A.

“Mitigation Monitoring and Reporting Program” or “MMRP” means the mitigation monitoring and reporting program for assessing and ensuring compliance with required mitigation measures, which was approved by City Resolution No. 24-4779 on August 20, 2024 in conjunction with the City Council’s approval of the Addendum to the Subsequent Environmental Impact Report.

“Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust, or any other security-device lender, and their successors and assigns.

“Notice” has the meaning ascribed to the term in Section 2.7.a.

“Parties” mean City and Developer, collectively.

“Party” means either City or Developer, individually.

“Permitted Delay” means delays in a Party’s performance due to: changes in local, state or federal laws or regulations (other than changes expressly permitted by this Development Agreement); strikes or the inability to obtain materials; delays caused by governmental agencies in processing and issuing permits and approvals; third party litigation, a development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies to prohibit Development of the Property; civil commotion, fire, acts of God, war, lockouts, riots, floods, earthquakes, epidemic, quarantine, freight embargoes, and/or failure of contractors to perform; any third-party court action to set aside or modify the Existing Development Approvals; or, other circumstances beyond a Party’s reasonable control and which substantially interfere with either Party’s ability to perform its obligations under this Agreement. “Permitted Delays” do not include delays attributable to Developer’s inability to obtain funds or financing or due to changes in market conditions or demands, whether or not foreseeable as of the Effective Date.

The period of a "Permitted Delay" will commence to run on the date the Permitted Delay begins. The period of the Permitted Delay will end when the circumstances giving rise to the Permitted Delay are eliminated or mitigated. The Party alleging the Permitted Delay will exercise commercially reasonable efforts to eliminate or mitigate the circumstances giving rise to the Permitted Delay.

"Person" means and refers to any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind, including City and Developer.

"Planning Commission" means the Planning Commission of the City of Murrieta.

"Project" means the Development of the Property in accord with the Development Plan, as the Development Plan may be further defined, enhanced or modified in accordance with this Agreement.

"Property" means the real property described on Exhibit A and depicted on Exhibit B.

"Reservations of Authority" mean the rights reserved to City under Section 3.5.

"Site Plan" has the meaning ascribed to the term in Recital F.

"Subsequent Development Approvals" mean all Development Approvals approved by City subsequent to the Effective Date.

"Subsequent Land Use Regulations" mean all Land Use Regulations adopted and effective after the Effective Date.

"Term" has the meaning ascribed to the term in Section 2.2.

"Transfer" has the meaning ascribed to the term in Section 2.3.

"Transferee" has the meaning ascribed to the term in Section 2.3.

"Transferor" has the meaning ascribed to the term in Section 2.3.

Other initially capitalized terms used in this Agreement but not otherwise set forth in Section 1.1, above, will have the meaning given to those terms where they first appear in this Agreement.

1.2 Exhibits. The following documents are attached to a part of this Agreement:

Exhibit A Legal Description of Property

Exhibit B Site Plan

Exhibit C Planning, Public Works, and Engineering Conditions of Approval

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is made subject to this Agreement and the Development of the Property may be carried out in accordance with this Agreement. The benefits and burdens of this Agreement touch and concern the Property and bind Developer and all future owners of all or any portion of the Property.

2.2 Term. The term (“Term”) of this Agreement will commence on the Effective Date and will expire on the tenth (10th) anniversary of the Effective Date, unless terminated sooner by operation of some other provision of this Agreement or extended in accord with Section 9.2.

2.3 Assignment and Transfer. Developer may sell, lease, license, hypothecate, transfer, or assign (any or all of the foregoing, individually and collectively, “Transfer”) the Property in whole or in part (provided that no partial Transfer may violate the Subdivision Map Act, Government Code Section 66410, *et seq.*) to any Person at any time; provided that any Transfer shall be subject to City’s reasonable review and approval, including a review of any unmet conditions of development, which approval shall not be unreasonably withheld. City’s City Manager’s approval or disapproval must be by Notice and must be given within thirty (30) days after the Transferor submits Notice to City’s City Manager describing the proposed Transfer and the Transferee. If City fails to provide Notice within the thirty (30) day period, then City’s approval will be deemed to be irrevocably given and the Transferor and the Transferee may rely on City’s deemed approval. As used in this Agreement, the term “Transferor” means the Person (including Developer) making the Transfer and the term “Transferee” means the Transfer recipient. No Transfer of any right or interest in this Agreement may be made unless made together with the Transfer of all or a part of the Property. City will execute (in recordable form, if necessary) and deliver those releases, consents, and other instruments as may be requested by a Transferor, a Transferee, or any Mortgagee to evidence the assignments and releases described in this Section 2.3.

2.4 Voluntary Amendment or Cancellation of Agreement. This Agreement may be voluntarily amended or cancelled in whole or in part only with the written consent of City and all Persons holding fee title to that portion of the Property to which the amendment or cancellation will apply. The amendment or cancellation process must comply with Government Code Section 65868. This Section 2.4 does not limit the operation of Government Code Section 65869.5.

2.5 Termination. This Agreement will automatically terminate upon the occurrence of any of the following events:

- a. The expiration of the Term.
- b. The entry of a final judgment setting aside, voiding or annulling the City Council’s adoption of the Enacting Ordinance.
- c. The adoption of a referendum measure overriding or repealing the Enacting Ordinance.

d. The completion of the Project, as evidenced by the issuance of all required Certificates of Occupancy for the Property and the acceptance of all required public dedications.

e. Upon a Party's election to terminate this Agreement under Section 8.4 and Section 8.5. If the terminating Party under Section 8.5 does not own the entirety of the Property, then the termination will apply only to that portion of the Property owned by the terminating Party.

2.6 Representations and Warranties.

a. City represents and warrants to Developer, as follows:

i. City is a public body, corporate and politic. City is authorized to enter into this Agreement pursuant to Government Code Section 65864, *et seq.*, and the execution and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of City.

ii. City's execution and delivery of this Agreement and City's performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

iii. City has not received any notice of, or knows of any basis for, any actual or pending litigation or proceeding by any Person against City with respect to the Property or this Agreement.

b. Developer represents and warrants to City, as follows:

i. Each tenant in common of the Developer is a duly organized limited liability company established within and in good standing under the laws of the State of Delaware and the State of California, as applicable, and is authorized to do business in the State of California. The execution and delivery of this Agreement by Developer has been fully authorized by all requisite actions on the part of Developer.

ii. Developer is either the owner of fee simple title to the Property or has an equitable interest in the Property, including an option to purchase the Property.

iii. Developer's execution and delivery of this Agreement and Developer's performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

iv. Developer is not the subject of bankruptcy or receivership proceedings and is not insolvent.

v. Developer has not received any notice of, or knows of any basis for, any actual or pending litigation or proceeding by any Person against Developer with respect to the Property or this Agreement.

2.7 Notices.

a. As used in this Agreement, the term “Notice” means any request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other required or permitted communication.

b. All Notices must be in writing and will be considered given:

i. When delivered in person to the recipient named below.

ii. On the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope, postage prepaid, as either registered or certified mail, return receipt requested.

iii. On the date of delivery shown in the records of a reputable delivery service (e.g. UPS or Federal Express).

c. All Notices must be addressed as follows:

If to City:

City of Murrieta
One Town Square
Murrieta, CA 92562
Attn: City Manager

If to Developer:

Domenigoni Barton Properties, LLC
31851 Winchester Road

Winchester, CA 92596
Attn: Andy Domenigoni, Manager

with a copy to:

Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Attn: Tiffany J. Israel

with a copy to:

Tres Estrellas, LLC
618 W. Baseline Road
Claremont, CA 91711
Attn: Saul Jaffe

with a copy to:

Claremont Law Group, Inc.
618 W. Baseline Road
Claremont, CA 91711
Attn: Saul Jaffe

d. Either Party may, by Notice given at any time, require subsequent Notices to be given to another Person or to a different address, or both. Notices given before receipt of Notice of change of address will not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Vested Right to Develop. Subject to the terms of this Agreement, Developer has the legally vested right to develop the Property in accordance with, and to extent of, the Development Plan, the Development Approvals, applicable Subsequent Development Approvals, applicable Subsequent Land Use Regulations, and this Agreement.

3.2 Effect of Agreement on Land Use Regulations; Development Exactions; Development Plan; Submittal of Subsequent Development Approvals.

a. Except as otherwise provided under the terms of this Agreement, including the Reservations of Authority, the rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, City will exercise its discretion in accordance with the Development Plan and this Agreement, including, but not limited to, the Reservations of Authority.

b. The Development Plan for the Project may require the processing of Subsequent Development Approvals. The City will accept for processing, review and action all applications for Subsequent Development Approvals, and such applications will be processed in the normal manner for processing such matters in accordance with the Existing Land Use Regulations. The Parties acknowledge that City is not obligated in any manner to approve any Subsequent Development Approval, or to approve any Subsequent Development Approval with or without any particular condition, except that City's actions concerning Subsequent Development Approvals must be consistent with the Development Plan and Existing Land Use Regulations, subject to the Reservations of Authority. Notwithstanding the foregoing, City agrees that, if an application for any Subsequent Development Approval is in substantial conformance with the Existing Development Approvals and this Agreement, the approval of such application shall not be unreasonably withheld. Unless otherwise requested by Developer, City may not amend or rescind any Subsequent Development Approvals applicable to the Property after those Approvals have been granted by the City. Processing of Subsequent Development Approvals or changes in the Development Approvals or Development Plan made pursuant to Developer's application will not require an amendment to this Agreement; however, upon their approval by the City, all Subsequent Development Approvals or changes in the Development Approvals or Development Plan will be subject to and covered by this Agreement.

3.3 Timing of Development; Public Improvements Phasing.

a. Nothing in this Agreement is a covenant to develop or construct the Project. The Parties acknowledge that Developer cannot predict if, when, or the rate at which phases of the Project will be developed. The California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the litigants in that case to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over the litigants' agreement. The Parties intend to cure that deficiency by providing that Developer has the right to develop the Project, or not develop the project, in the order, at the

rate, and at the times that Developer, in its sole and absolute discretion, determines to be appropriate, subject only to any Development Plan timing or phasing requirements.

b. Required public improvements may be tied to certain phases of the Project. The schedule for provision of these improvements, as they relate to a particular phase, will be governed by the Existing Development Approvals, Subsequent Development Approvals, the EIR, the MMRP, and this Agreement.

3.4 Changes and Amendments to Existing or Subsequent Development Approvals.

a. The Parties acknowledge that the passage of time may demonstrate that changes to the Existing or Subsequent Development Approvals may be necessary or appropriate. If the Parties determine that changes are necessary or appropriate, such changes may be made by mutual consent of the Parties in accord with Government Code Section 65868, and may be approved on behalf of City as follows:

i. By the Director in the case of minor changes, as authorized in Specific Plan Amendment No. 2.

ii. By the City Council in the case of any other changes not subject to paragraph (1), above.

iii. The City Manager and City Attorney will determine whether a proposed change is subject to approval by the Director or the City Council, as the case may be.

iv. No modification, amendment or other change to this Agreement will be effective for any purpose unless specifically set forth in a writing that refers expressly to this Agreement and is signed by both Parties' authorized representatives.

3.5 Reservations of Authority.

a. Any contrary provision in this Agreement notwithstanding, the following Subsequent Land Use Regulations will apply to the Project:

i. Processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals or for monitoring compliance with any Subsequent Development Approvals granted or issued.

ii. Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other procedural matter.

iii. Regulations which do not conflict with the Development Plan or this Agreement. To the greatest extent possible, these regulations must be applied and construed to provide Developer with all of the rights and assurances provided under this Agreement. For all

purposes pursuant to this Agreement generally, and this paragraph (iii) specifically, an ordinance, resolution, initiative, referendum, moratorium or other regulation will be deemed to conflict with the Development Plan and this Agreement if the ordinance, resolution, initiative, referendum, or regulation seeks to, whether as part of a specific or general enactment that applies to the Property or Project: (i) limit or reduce the density, intensity, height or size of structures or type of development on the Property; (ii) regulate the timing or sequencing of the development of the Property in any manner; (iii) require any additional on-site or off-site improvements not required by the applicable Land Use Regulations or Development Approvals to be constructed or paid for by Developer or a subsequent owner of the Property; or (iv) restricting the use of the Property in any manner or degree other than as set forth in the applicable Land Use Regulations and Development Approvals.

iv. Regulations that conflict with the Development Plan if Developer has given its written consent to those regulations.

v. Federal, State, County, and multi-jurisdictional laws and regulations which City is required to enforce against the Property or the Development of the Property.

The Parties acknowledge that City is restricted in its authority to limit its police powers by contract. This Agreement will be construed, contrary to its stated terms if necessary, to reserve to City all those police powers that cannot be restricted by contract.

3.6 Subsequent Development Approvals.

a. When acting on Subsequent Development Approvals, City may apply only the Existing Land Use Regulations and those Subsequent Land Use Regulations that are permitted under the Reservations of Authority. Any Subsequent Development Approval will be automatically vested under this Agreement.

b. Upon Developer's request, City will accept and diligently process applications for Subsequent Development Approvals. City will exercise reasonable good faith efforts to expedite the processing of the Subsequent Development Approvals applications to ensure that those applications are promptly considered by the approving authority. Upon satisfactory completion by Developer of all required preliminary actions and payment of appropriate processing fees, if any, City shall proceed to process and check all applications for Project development and building approvals within the times set forth in the Permit Streamlining Act (Chapter 4.5 (commencing with Section 65920) of Division 1 of Title 7 of the California Government Code), the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7 of the California Government Code), and other applicable provisions of law, as the same may be amended from time to time. City shall employ all lawful actions capable of being undertaken by City to promptly (i) accept all complete applications for Subsequent Development Approvals (collectively, "Applications") and (ii) process and take action upon the Applications in accordance with applicable law with a goal of completing the first review or plan check within four weeks and the second and third review or plan check within two weeks; provided however, that City shall not be deemed in default under this Agreement should such time frame(s) not be met. Furthermore, the City and Developer teams shall convene, as necessary, a telephonic or in-person

meeting with the relevant City departments and personnel to resolve open items, subject to City's availability.

3.7 Modification or Suspension by State or Federal Law. If a State or Federal law or regulation which is enacted after the Effective Date prevents the Parties' compliance with any of this Agreement's provisions, then that provision will be modified or suspended to the extent and for the time necessary to achieve compliance with the conflicting State or Federal law. This Agreement's remaining provisions will continue unaffected. The Parties will amend this Agreement to preserve, to the greatest extent possible, the benefits that would arise to the Parties under this Agreement but for the conflicting State or Federal law. Upon the repeal of the conflicting State or Federal law or upon the occurrence of any circumstance that removes their effect upon this Agreement, this Agreement's provisions will be automatically restored to their full original form and any amendment that the Parties may have entered into under this Section 3.7 will terminate.

3.8 City Acquisition of Offsite Real Property Interests for Public Right of Way Purposes. In any instance where Developer is required by any Development Approval or Land Use Regulation or this Agreement to construct any public improvement on land not owned by Developer, City and Developer shall cooperate in acquiring the necessary legal interest ("Offsite Property"). All costs of acquisition shall be the responsibility of Developer except as provided in Section 3.9. This Section 3.8 is not intended by the parties to impose upon Developer an enforceable duty to acquire land or construct any public improvements on land not owned by Developer, except to the extent that Developer elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by City upon the development of the Project under the Subdivision Map Act or other legal authority.

If Developer is unable to acquire such Offsite Property, and following the written request from Developer to City, City agrees to use reasonable and diligent good faith efforts to acquire the Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If City is unable to acquire the Offsite Property by negotiation, the City Council will consider whether to initiate proceedings to utilize its power of eminent domain to acquire that Offsite Property consistent with all applicable laws, subject to the conditions set forth in this Section 3.8. The decision to utilize the City's power of eminent domain shall be in the sole and absolute discretion of the City.

a. Owner's Option to Terminate Proceedings. If the City elects to utilize its power of eminent domain, City shall provide written notice to Developer no later than fifteen (15) days prior to the date of the hearing on City's intent to consider the adoption of a resolution of necessity as to any Offsite Property. At any time within that fifteen (15) day period, Developer may, at its option, notify City that it wants City to cease condemnation proceedings, whereupon City shall cease such proceedings.

If Developer does not notify City to cease condemnation proceedings within said fifteen (15) day period, then City may proceed. If the City Council elects to adopt a resolution of necessity, then City shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Offsite Property.

3.9 Costs for Specific Public Right of Way Acquisition. This Section 3.9 assigns responsibility for the costs of right of way acquisition for improvements at the intersection of Sparkman Drive and Murrieta Hot Springs Road to satisfy (a) project design features, and (b) mitigation requirements set forth in the EIR, or both, if the City Council elects to undertake the acquisition. If a third party acquires the right of way or the Project is redesigned to no longer require right of way acquisition this Section shall be of no further force or effect.

Developer and the City agree that the Developer shall only be responsible for the agricultural value for the Offsite Property to be acquired (the "Developer Contribution") for dedication to the City once the roadway improvements have been constructed. The Developer Contribution will be determined by Developer and the City each updating their appraisals once this Agreement is effective. The Developer acknowledges that it shall be responsible for both the acquisition of a fee interest and for certain temporary construction easements which are needed to complete the required improvements.

Should the City Council commence an eminent domain process to acquire land from a third party ("Property Owner") as is contemplated in this Section, the City agrees to fund a portion of the fair market value of the interests needed ("Acquisition Properties") as follows: the City will pay the difference between the Developer Contribution and the amount determined by negotiation with the Property Owner or such other amount as is determined through an eminent domain proceeding, if negotiations with the Property Owner are unsuccessful.

Developer shall deposit the Developer Contribution with the City within ten (10) days of a written request from the City. The Developer Contribution will be held in trust by City in a "Deposit Account" and shall not earn interest payable to Developer. City may withdraw from the Deposit Account as needed to pay any documented costs associated with the acquisition of the right of way.

3.10 Future Use of EIR. The Parties understand that the EIR is intended to be used in connection with each of the Existing Development Approvals and Subsequent Development Approvals needed for the Project. City agrees to use the EIR in connection with the processing of any Subsequent Development Approval, except as may be otherwise required by the Reservations of Authority or state or federal law, including CEQA.

3.11 City Acceptance of Project Offsite Public Improvements. City agrees and acknowledges that City's timely acceptance of the Project Offsite Public Improvements upon their completion is crucial for the release of Developer's bonds for the improvements. After the completion of the Project Offsite Public Improvements by Developer to City's satisfaction, City shall accept the Project Offsite Public Improvements within thirty (30) days of receiving a written request from Developer for City to accept the Project Offsite Public Improvements, which will allow City to reduce the construction bonds to warranty bonds.

3.12 Third Party Permits and Approvals and Utilities.

a. The Parties acknowledge that this Agreement does not bind any governmental agency other than City and its related or subordinate boards, commissions, and entities. City will use reasonable good faith efforts to assist Developer in obtaining all permits and

approvals, at no cost to City, which are necessary for the Project, including permits, approvals and rights of way which are required for the installation of public improvements, driveways and utility connections, and utility services such as electrical, gas, water, sewer, storm drain, telephone and cable television.

b. The Parties acknowledge that, in connection with the installation of utility facilities which will be owned by private utility companies, it may lower the overall cost of the utility installation for it to be constructed by City. Upon Developer's request, City agrees to reasonably consider undertaking construction of the private utility company project, so long as Developer bears City's entire direct and indirect cost of the same.

4. PUBLIC BENEFITS.

4.1 Project Objectives. The Project accomplishes the City's goals and policies set forth in the General Plan by achieving the following objectives:

a. Ensure the development of the Property consistent with applicable goals and policies of the City set forth in the General Plan.

b. Expand economic development and facilitate job creation in the City by establishing new retail uses on vacant land in a developing area.

c. Assist the region in achieving jobs/housing balance region-wide by attracting new businesses to the City, providing additional job opportunities in a housing rich area, and thereby provide a more equal jobs-housing balance in the Riverside County/Inland Empire area, which will reduce the need for members of the local workforce to commute outside the area for employment.

d. Construction of an attractive mixed-use retail development, which meets the local demand for neighborhood serving retail and entertainment uses in the City and throughout the region.

e. Implement the type and amount of retail uses at the Property that are viable based on market demand.

f. Accommodate new development in a phased, orderly manner that is coordinated with the provision of necessary infrastructure and public improvements.

g. Provide for uses that will generate tax revenue for the City including, but not limited to, increased property and sales tax, in order to support the City's ongoing municipal operations.

4.2 Credit/Reimbursement for Offsite Improvements. The Parties acknowledge and agree that Developer is making Project improvements that are covered in whole or in part by the Development Impact Fee program. The Parties further acknowledge and agree that in accordance with policies adopted from time to time by City, Developer may be entitled to a credit and/or reimbursement to offset Developer's Development Impact Fee obligation, as determined by City. City and Developer shall enter into a Development Impact Fee credit/reimbursement agreement

for any Project improvements that exceed Developer's Development Impact Fee obligation before commencement of construction of any improvements for which Developer desires a development impact fee credit or reimbursement.

4.3 Offsite Improvements. Developer shall construct all offsite public improvements required by the Project Planning, Public Works, and Engineering Conditions of Approval attached hereto as Exhibit C ("Project Offsite Public Improvements"), as may be modified by a Subsequent Development Approval, prior to receiving a final certificate of occupancy.

5. BILLBOARD RELOCATION.

The California Outdoor Advertising Act (Bus. and Prof. Code Sections 5200 et seq.), and specifically Sections 5412 and 5443.5, empowers cities and sign owners to enter into billboard relocation agreements on whatever terms are agreeable to such parties. The Property includes two existing double sided static Billboards. Developer may apply for a billboard relocation agreement pursuant to Title 16 of the Murrieta Municipal Code ("Relocation Agreement") which, if approved, will memorialize the terms and conditions upon which Developer may provide for the (a) relocation and/or reconstruction of the Billboards within the Property, and/or (b) construction of new outdoor billboard/outdoor advertising sign(s) upon the Property in accordance with the Relocation Agreement.

Developer shall maintain, repair, and improve the existing Billboards and any newly approved or reconstructed billboards in accordance with the standards of the outdoor advertising industry and the requirements set forth in the approved Relocation Agreement. Any new billboards may be at the maximum dimensions or standards allowable under state law. Any violation of the Relocation Agreement shall be considered a default under this Agreement.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review.

a. The Director will review this Agreement annually, on or before each anniversary of the Effective Date, as required by California Government Code Section 65865.1 and Murrieta Municipal Code Section 16.54.100. The purpose of the review will be to ascertain Developer's good faith compliance with the terms of this Agreement. Developer will submit an annual monitoring report ("Annual Monitoring Report"), in a form prepared and approved by the City Manager within thirty (30) days after the City Manager's written request. The Annual Monitoring Report must be accompanied by the then-current annual review and administration fee set by the City Council, which may not exceed the City's actual costs of reviewing Developer's compliance with the terms of this Agreement.

b. The City Council may order a special review of Developer's compliance with this Agreement at any time. The City Manager will conduct the special review, which will be conducted at City's sole expense.

6.2 Procedure.

a. During either a periodic review or a special review, Developer will be required to demonstrate good faith compliance with this Agreement.

b. Upon completion of a periodic review or a special review, the City Manager will submit a report to the City Council setting forth the City Manager's conclusions concerning Developer's good faith compliance with this Agreement.

c. If the City Council finds that Developer has complied in good faith with this Agreement, then the review will be concluded.

d. If the City Council makes a preliminary finding that Developer has not complied in good faith with this Agreement, then, following Notice and opportunity to cure as provided under Section 8.4, the City Council may modify or terminate this Agreement in accordance with Section 6.4 and Section 6.5.

6.3 No Waiver. Failure of City to conduct an annual review will not constitute a waiver by City of its rights to otherwise enforce the provisions of this Agreement nor will Developer have or assert any defense to such enforcement by reason of any such failure to conduct any annual review(s).

6.4 Proceedings for Modification or Termination.

a. If Developer fails to cure, or to commence to cure, as applicable, the matters constituting the basis for the City Council's preliminary finding under Section 6.2.d as required by Section 8.4, then City may proceed to modify or terminate this Agreement following the procedures set forth in this Section 6.4 and in Section 6.5. City must hold a noticed public hearing concerning the modification or termination and provide Developer with Notice of the hearing. The Notice must include the following:

i. The time and the place of hearing, which must be no less than thirty (30) days following the date of the Notice;

ii. The specific action, whether amendment or termination, which City proposes to take; and

iii. Such other information as is reasonably necessary to inform Developer of the nature of the proceeding and the facts supporting City's preliminary finding under Section 6.2.d.

6.5 Hearing on Modification or Termination. At the time and place set for the public hearing described in Section 6.4, Developer must be given an opportunity to be heard and present witnesses and evidence on its behalf. If, following the conclusion of the public hearing, the City Council finds, based upon substantial evidence in the record of the public hearing, that Developer has not complied in good faith with this Agreement, then the City Council may terminate or modify this Agreement and impose any conditions it determines as are reasonably necessary to protect City's interests. The City Council's decision will be administratively final and subject to judicial review under Code of Civil Procedure Section 1094.5.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a special or periodic review, Developer is found to be in compliance with this Agreement, then, upon Developer's written request, City will issue a "Certificate of Agreement Compliance" ("Certificate") to Developer stating that, after the most recent periodic or special review, this Agreement remains in effect and Developer is not in default of this Agreement. The Certificate must be in recordable form, contain information necessary to communicate constructive record notice of the finding of compliance, state whether the Certificate is issued after a periodic or special review, and state the anticipated date of the next periodic review. Developer may record the Certificate with the Riverside County Recorder.

6.7 No Cross-Defaults. City acknowledges that Developer may Transfer all or portions of the Property to other Persons in accordance with Section 2.4. City further acknowledges that title to all or portions of the Property may become vested in Mortgagees or a Mortgagee's successor as a result of foreclosure, or the acceptance of a deed in lieu of foreclosure, by a Mortgagee. City agrees that defaults under this Agreement by an owner of a portion of the Property will not be a default as to any other portion of the Property. In other words, a default by Developer with respect to its obligations pertaining to that portion of the Property retained by Developer following a Transfer will not constitute a default as to any Person other than Developer or permit City to exercise any remedy under this Agreement or otherwise with respect to any other portion of the Property other than that portion owned by Developer. Similarly, a default by a Transferee with respect to its obligations pertaining to the portion of the Property owned by that Transferee will not constitute Developer's default or permit City to exercise any remedy under this Agreement or otherwise as to any portion of the Property other than the portion owned by the defaulting Transferee. Parties agree that, if more than one Person holds title to the Property, then the rights and obligations of the Persons holding title to the Property are the distinct and several obligations of each Person.

7. INTENTIONALLY OMITTED.

8. DEFAULT AND REMEDIES.

8.1 Remedies in General.

a. The Parties acknowledge that neither Party would have entered into this Agreement if it were to be liable for monetary damages under this Agreement. In general, and subject to those procedural prerequisites required under the Development Agreement Law or this Agreement, each of the Parties may pursue any remedy at law or equity available for the breach of this Agreement, except that neither Party will be liable in monetary damages (other than attorneys' fees under Section 12.20) to the other Party, or to any successor in interest of that Party, or to any other Person. Each Party covenants not to sue for monetary damages or claim any monetary damages related to any of the following:

- i. Any breach of this Agreement or for any cause of action that arises out of this Agreement; or
- ii. Any taking, impairment or restriction of any right or interest arising under this Agreement; or

iii. Any dispute regarding the application or interpretation of this Agreement.

8.2 Specific Performance.

a. The Parties acknowledge that specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement for the following reasons:

i. Money damages are unavailable against the Parties.

ii. Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once Developer has begun to implement this Agreement. After such time, Developer may be precluded from other options it may have had with regard to the Property. Moreover, Developer has invested significant time and resources in the planning and processing of the Project. Developer will be investing even more time and resources in implementing the Project in reliance upon this Agreement and it is not possible to determine the sum of money that would adequately compensate Developer if City were to breach its obligations.

8.3 Release. Except for the right to recover attorneys' fees under Section 12.20, Developer, for itself, its successors and assignees, releases City, its officials, officers, agents and employees from any and all monetary claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, any claim or liability based upon Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance that seeks to impose any monetary liability whatsoever upon City because it entered into this Agreement or because of the terms of this Agreement.

8.4 City's Termination of Agreement or Exercise of Other Remedies Upon Developer's Default. Subject to compliance with Sections 6.4 and 6.5, City may terminate or modify this Agreement upon Developer's failure to perform any material duty or obligation under this Agreement. City may terminate or modify this Agreement or exercise its other remedies only after providing Notice of default to Developer setting forth the nature of the default and the actions, if any, required to cure the default and only if Developer has failed to take the actions and materially cure the default within sixty (60) days after its receipt of the Notice. If a default is of a type that cannot be cured within sixty (60) days but can be cured within a longer time, then Developer must within sixty (60) days commence the actions necessary to cure the default and thereafter diligently proceed to cure the default.

8.5 Developer's Termination of Agreement or Exercise of Other Remedies Upon City's Default. Developer may terminate this Agreement or exercise its other remedies upon City's failure to perform any material duty or obligation under this Agreement. Developer may terminate this Agreement or exercise its other remedies only after providing Notice of default to City setting forth the nature of the default and the actions, if any, required by City to cure the default and only if City has failed to take such actions and materially cure the default within sixty (60) days after its receipt of the Notice. If a default is of a type that cannot be cured within sixty (60) days but

can be cured within a longer time, then City must within sixty (60) days commence the actions necessary to cure the default and thereafter diligently proceed to cure the default.

8.6 Informal Resolution. During the administration and implementation of this Agreement, the Parties recognize that good faith disagreements may arise between City staff and Developer. In the event that a dispute arises, the Parties will meet and confer in a good-faith attempt to resolve the dispute.

9. THIRD PARTY LITIGATION.

9.1 Defense of Third Party Litigation. City shall promptly notify Developer in writing of any claim, action or proceeding filed and served against City to challenge, set aside, void, annul, limit or restrict the approval and continued implementation and enforcement of this Agreement, including but not limited to challenges of the environmental review of the Project and this Agreement conducted pursuant to the California Environmental Quality Act. Developer and City agree to use good faith, commercially reasonable efforts to confer and cooperate with one another with respect to such third party litigation. Developer shall defend (with legal counsel of Developer's selection, reasonably acceptable to City), indemnify and hold harmless City, its agents, officers and employees from any such claim, action or proceeding, and shall indemnify City for all costs of defense and/or judgment obtained in any such action or proceeding; provided, however, if Developer elects, in its sole discretion, not to defend the action (preferring to either allow judgment to be entered or to enter into a settlement with plaintiff(s) which declares this Agreement to be void, annulled, or which limits or restricts this Agreement), Developer shall so notify City in writing and City shall then have the option, in its sole discretion, of defending the action at its cost. In the event this Agreement, as a result of a third party challenge, is voided or annulled, or is limited or restricted such a manner that the intent and purposes of this Agreement cannot be implemented as mutually desired by the parties hereto, this Agreement shall terminate and be of no further force or effect as of the date such judgment or settlement so voids, annuls, limits, or restricts the intent and purpose of this Agreement.

9.2 Extension of Term. Anything in this Agreement to the contrary notwithstanding, the Term (and any extension thereof under Section 2.3) will automatically be extended by the number of days in the period commencing on the date of filing of any claim, action, or proceeding of the type described in Section 9.1 and ending on the date that the claim, action, or proceeding is either settled or fully and finally resolved in City's and Developer's favor, as evidenced by the expiration of all appeal periods with no further appeal being filed or the issuance of a full, final, and non-appealable judgment or decision. City will execute, in recordable form, any instrument which Developer may reasonably require to evidence the extension.

10. MORTGAGEES.

10.1 Mortgagee Protection.

a. This Agreement does not prevent or limit Developer, in its sole discretion, from encumbering the Property or any portion or any improvement thereon with any mortgage, deed of trust or other security device. City acknowledges that a Mortgagee may require Agreement interpretations and modifications. City will meet with Developer and the Mortgagee's

representatives to negotiate in good faith with regard to any requested interpretation or modification. City may not unreasonably withhold its consent to any requested interpretation or modification. All Mortgagees will be entitled to the following rights and privileges:

i. Developer's breach of this Agreement will not defeat, render invalid, diminish or impair the lien of any mortgage made in good faith and for value.

ii. Upon a Mortgagee's written request, City will provide a copy of any Notice of default given to Developer concurrently with the Notice to Developer. The Mortgagee will have the right, but not the obligation, to cure the default within any remaining cure period allowed Developer under this Agreement.

iii. Any Mortgagee who comes into possession of the Property or any portion of it pursuant to foreclosure of the Mortgagee's security instrument or its acceptance of a deed in lieu of foreclosure will take the Property or portion subject to this Agreement. Any other provision of this Agreement to the contrary notwithstanding, no Mortgagee will have any obligation to perform any of Developer's obligations or to guarantee their performance. However, if any of Developer's obligations are conditions precedent to City's obligations, then Developer's obligations will continue to be conditions precedent to City's performance of its obligations.

11. INSURANCE; INDEMNIFICATION.

11.1 Insurance.

a. Types of Insurance.

i. Public Liability Insurance. Prior to commencement and until completion of construction by Developer on the Property, Developer shall at its sole cost and expense keep or cause to be kept in force for the mutual benefit of City and Developer broad form commercial general public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage, providing protection of a least Two Million Dollars (\$2,000,000) per occurrence for bodily injury, death or property damage combined for any one accident or occurrence, which limits shall be subject to reasonable increases in amount as City may reasonably require from time to time.

ii. Worker's Compensation. Developer shall also furnish or cause to be furnished to City evidence reasonably satisfactory to it that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries workers' compensation insurance as required by law.

iii. Other Insurance. Developer may procure and maintain any insurance not required by this Agreement, but all such insurance shall be subject to all of the provisions hereof pertaining to insurance and shall be for the benefit of City (to the extent applicable) and Developer.

iv. Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance

companies licensed and admitted to do business by California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VIII or better, unless waived by City. All such policies shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act of negligence (excepting willful and intentional violations of law) of City or Developer that might otherwise result in the forfeiture of the insurance, (ii) the insurer waives the right of subrogation against City and against City's agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by City; and (iv) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City or City's designated representative. Developer shall furnish City with copies of all such policies promptly on receipt of them or with certificates evidencing the insurance. City shall be named as an additional insured on all policies of insurance (other than Workers' Compensation) required to be procured by the terms of this Agreement. The City's Risk Manager acknowledges and agrees that the insurance requirements above have been established based on anticipated use, activities, and conditions of the Property. In the event the City's Risk Manager reasonably determines that a new or unreasonable use, activity, or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property under this Agreement creates an increased or decreased risk of loss to the City than what the Parties hereby acknowledge to be duly satisfied by the insurance requirements above, Developer agrees that the minimum limits of the insurance policies required by this Section 11.1 may be changed accordingly upon receipt of written notice from the City's Risk Manager; provided that Developer shall have the right to appeal a determination of increased coverage to the City Manager of City within twenty (20) days of receipt of notice from the City's Risk Manager.

v. Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required hereunder together with evidence satisfactory to City of payment required for procurement and maintenance of each policy within the following time limits:

(A) For insurance required above, within thirty (30) days) after the Effective Date.

(B) For any renewal or replacement of a policy already in existence, at least ten (10) days before the expiration or replacement of the existing policy.

(C) If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that that insurance has been procured and is in force and paid for, such failure or refusal shall be a default hereunder.

11.2 Indemnification.

a. General. Each Party shall indemnify the other Party and its officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, 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 entity arising out of or in connection with the work, operations, or activities by any or all of the indemnifying Party or its agents, employees, or contractors (including subcontractors), upon the Property and relating to this Agreement;

i. The indemnifying Party will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including reasonable legal costs and attorneys' fees incurred in connection therewith.

ii. The indemnifying Party will promptly pay any judgment rendered against the indemnified Party or its officers, agents, or employees for any such claims or liabilities arising out of or in connection with its foregoing indemnity and will save and hold the indemnified Party, its officers, agents, and employees harmless from any failure to so pay any such judgment.

iii. In the event the indemnified Party, its officers, agents, or employees is made a party to the action or proceeding filed or prosecuted against for such damages or other claims arising out of or in connection with the work, operations, or activities of the indemnifying Party under this Agreement, the indemnifying Party agrees to pay the indemnified Party, its officers, agents, or employees any and all reasonable out-of-pocket costs and expenses actually incurred by the indemnified Party, its officers, agents, or employees in such action or proceeding, including by not limited to reasonable legal costs and attorneys' fees.

b. Exceptions. The indemnities and releases of this Section 11.2 shall not include claims or liabilities to the extent and degree arising from the negligence or willful misconduct of any or all of the indemnified Party and its officers, agents and employees.

c. Loss and Damage. Except as otherwise set forth in this Agreement, City shall not be liable for any damage to property of Developer or of others located on the Property, nor for the loss of or damage to any property of Developer or of others by theft or otherwise. Except as otherwise set forth in this Agreement, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Property, or by any other cause of whatsoever nature.

d. Period of Indemnification. The obligations for indemnity under this Section 11.2 shall begin upon the Effective Date and shall terminate upon termination of this Agreement, provided that indemnification shall apply to all claims or liabilities arising during that period even if asserted at any time thereafter.

e. Waiver of Subrogation. Each Party agrees that it shall not make any claim against, or seek to recover from other Party or its agents, servants, or employees, for any loss or damage to the Party or to any person or property, except as specifically provided hereunder and each Party shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier, a waiver of right to recovery against the other Party, its agents and employees.

12. MISCELLANEOUS PROVISIONS.

12.1 Recordation of Agreement. This Agreement and any amendment or cancellation of it will be recorded with the Riverside County Recorder by the City Clerk in accordance with Government Code Section 65868.5.

12.2 Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties. There are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to in this Agreement. Parole evidence will not be admissible to interpret this Agreement.

12.3 Estoppel Certificates. Within thirty (30) days following a Party's written request, and at no cost to the requesting Party, the other Party will certify in writing that, to its knowledge:

a. This Agreement is in full force and effect and is binding upon the certifying Party.

b. This Agreement has not been amended or modified, except as expressly described in the estoppel certificate.

c. The requesting Party is not in default of its obligations under this Agreement, and that there have been no events that with the passage of time, the giving of notice, or both, would constitute the requesting Party's default under this Agreement, except as expressly described in the estoppel certificate.

12.4 Severability. Every provision of this Agreement is a separate and independent covenant. If any provision is, or the application of the provision in certain circumstances is, to any extent, found to be invalid or unenforceable for any reason whatsoever, then the remainder of this Agreement, or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected. The Parties will negotiate in good faith any amendments or operating memoranda necessary to cure any invalidity or unenforceability.

12.5 Interpretation and Governing Law. This Agreement and any dispute concerning it will be governed and interpreted in accordance with California's procedural and substantive laws, without regard to its conflicts of laws principles. This Agreement will be construed as a whole according to its fair language and common meaning. The rule of construction that ambiguities in a document are to be resolved against the drafting party may not be employed in interpreting this Agreement. Each Party acknowledges that it was represented by counsel in this Agreement's negotiation and preparation.

12.6 Section Headings. All section headings and subheadings are inserted for convenience only and do not affect this Agreement's construction or interpretation.

12.7 Singular and Plural. The singular of any word includes the plural.

12.8 Including. Unless the context requires otherwise, the term "including" means "including, but not limited to."

12.9 Time of Essence. Time is of the essence as to the performance of any obligation as to which time is an element.

12.10 Calendar Periods. All references to “years”, “quarters”, “months” and “days” are references to calendar years, quarters, months and days.

12.11 Waiver. A Party’s failure on any one or more occasions to insist upon strict compliance by the other Party, or a Party’s failure on any one or more occasions to exercise its rights upon the other Party’s default, is not a waiver of that Party’s right to demand strict compliance by the other Party on any future occasion.

12.12 No Third Party Beneficiaries. This Agreement is entered into for the sole protection and benefit of the Parties and their successors and assigns. Except as provided in Section 9, no other person or entity has any right of action based upon this Agreement.

12.13 Permitted Delays. Neither Party will be in default of an obligation if that Party’s inability to perform or delay in performing that obligation is caused a Permitted Delay.

12.14 Successors in Interest. The burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, the Parties’ permitted successors in interest. All provisions are enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act with regard to the Development of the Property:

- a. Is for the benefit of and is a burden upon all portions of the Property.
- b. Runs with the Property and all portions.
- c. Is binding upon each Party and its successors in interest during the term of that Party’s or its successors’ ownership of the Property or any portion.

12.15 Counterparts. This Agreement may be executed in counterparts, which will be construed together and have the same effect as if the Parties had executed the same instrument.

12.16 Jurisdiction and Venue. All legal actions and proceedings to enforce or interpret this Agreement must be filed and tried in Riverside County Superior Court or other legally appropriate court and venue.

12.17 Project as a Private Undertaking. The Project is a private development and neither Party is acting as the agent of the other in any respect. Each Party is an independent contracting entity with respect to this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property by a private party.

12.18 Further Actions and Instruments. Each Party must cooperate with the other and provide reasonable assistance to the other in the performance of the other Party’s obligations. Upon a Party’s request, the other Party must promptly execute (with notary acknowledgment if required) those instruments, and take any reasonable actions, necessary to evidence or consummate the transactions expressly described, or which are a logical extension of the transactions described, in this Agreement.

12.19 Eminent Domain. No provision of this Agreement expands, limits, or restricts City's exercise of its eminent domain powers.

12.20 Attorneys' Fees. If either Party files any action or brings any action or proceeding against the other pertaining to the interpretation or enforcement of this Agreement, then the prevailing Party will recover as an element of its costs of suit and not as damages its costs of suit, expert fees, consultant costs, and reasonable attorneys' fees as fixed by the Court.

12.21 Authority to Execute. Each natural person executing this Agreement on behalf of a Party represents that he or she has the authority to execute this Agreement on behalf of that Party and that he or she has the authority to bind that Party to this Agreement.

[Signature pages follow]

SIGNATURE PAGE
TO
TRIANGLE DEVELOPMENT AGREEMENT

“CITY”

CITY OF MURRIETA,
a California general law city and municipal
corporation

By: _____
Its: _____
Name: _____

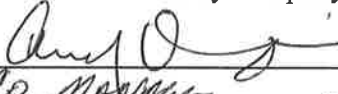
SIGNATURE PAGE

TO

TRIANGLE DEVELOPMENT AGREEMENT

"DEVELOPER"

DOMENIGONI BARTON PROPERTIES, LLC,
a Delaware limited liability company

By: 
Its: CO. MANAGER
Name: ANDY DOMENIGONI

TRES ESTRELLAS, LLC,
a California limited liability company

By: 
Its: MANAGER
Name: STAN SKIFF

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.

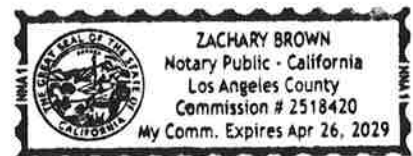
STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On August 26th, 2025, before me, Zachary Brown, a Notary Public, personally appeared Saul Jaffe, 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.

Signature  (Seal)



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)
) ss.
COUNTY OF Riverside)

On August 28th, 2025, before me, Richard Lewis Wimer, a Notary Public, personally appeared Andy Domenigon, 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.

Signature Richard Lewis Wimer (Seal)



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.

[illegible]

On _____, 20____, before me, _____, a Notary Public, personally appeared _____, 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.

Signature _____ (Seal)

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)
) ss.
COUNTY OF _____)

On _____, 20____, before me, _____, a Notary Public, personally appeared _____, 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.

Signature _____ (Seal)

EXHIBIT A
TO
TRIANGLE DEVELOPMENT AGREEMENT

Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MURRIETA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS 1 THROUGH 29 OF PARCEL MAP NO. 28280, IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 197, PAGES 4 THROUGH 16, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, AND OTHER MINERAL SUBSTANCES WITH THE RIGHTS TO PROSPECT FOR, MINE, REMOVE THE SAME, AS RESERVED BY DAN L. STEPHENSON, ET AL., IN DEED RECORDED MAY 2, 1979 AS INSTRUMENT NO. 89187, OF OFFICIAL RECORDS, AS TO PORTION OF PARCEL MAP 28280.

ALSO EXCEPT THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, AS RESERVED IN DEED FROM REGINALD A. KEANS AND MARJORIE A. KEANS, HUSBAND AND WIFE, RECORDED FEBRUARY 16, 1953 AS INSTRUMENT NO. 7351, IN BOOK 1441 PAGE 526, OF OFFICIAL RECORDS, AS TO A PORTION OF PARCEL MAP 28280.

APN 910-390-001, APN 910-390-002, APN 910-390-003, APN 910-390-008 THROUGH APN 910-390-018, APN 910-390-020, APN 910-390-021, APN 910-390-022, APN 910-400-001 THROUGH APN 910-400-018

EXHIBIT C
TO
TRIANGLE DEVELOPMENT AGREEMENT

Conditions of Approval

**CONDITIONS OF APPROVAL
FOR
DEVELOPMENT PLAN 2022-2705 (EPL # 2023-00017)
AUGUST 20, 2024**

GENERAL:

The project approval represents the initial construction of SP 276 (The Triangle). DP-2022-2705 consists of the construction of a 268,438 square foot regional shopping center with approximately 11,100 s.f. of outdoor dining area (total = 279,538 square foot) within 18 buildings, 1675 parking spaces, on 36.46 net acres of an overall total project site of 64.28 acres. ("Project"). All construction plans and use shall be in substantial conformance with the approved site plans, floor plans, elevations, material and color board, landscaping plans. This permit runs with the land and shall be binding upon Permittee/Owner of the subject property ("Property Owner") and all subsequent successors in interest to the Permittee/Owner as to such land.

1. The Permittee/Owner shall defend (with attorneys approved by the City), indemnify and hold harmless the City of Murrieta, its agents, officers, and employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul an approval of the City, its advisory agencies, appeal boards, or legislative body concerning this approval of Development Plan 2022-2705. The City will promptly notify the Permittee/Owner of any such claim, action, or proceeding against the City and will cooperate fully in the defense.
2. Any fees due the City of Murrieta for processing this project shall be paid to the City within thirty (30) calendar days of final action by the approval authority ("Effective Date"). Failure to pay such outstanding fees within the time specified shall invalidate any approval or conditional approval granted. No permits, site work, or other actions authorized by this action shall be processed by the City, nor permitted, authorized or commenced until all outstanding fees are paid to the City.
3. Pursuant to Section 711.4 of the State of California Fish and Game Code, the permittee is required to pay a \$50.00 handling fee and a certification fee for the filing of a Notice of Determination related to the Triangle (Murrieta Springs Mall) Subsequent EIR. Said fees shall be paid to the Clerk/Recorder of the County of Riverside at the time the Notice of Determination is filed pursuant to Section 21152 of the Public Resources Code. If this fee is not paid, the approval of this project shall not be operative, vested, or final. To comply with State-mandated timelines for filing a Notice of Determination, the applicant shall file the NOD electronically to the Riverside County Clerk/Recorder's Office. Failure to remit the required fee in full within the time specified above will result in a delay of the start of the 180-day statute of limitations (SOL) on Court challenges to the approval under CEQA, whereas recordation of the NOD within five (5) days of project approval limits the SOL to 35 days. In order to comply with State mandated timelines for filing of a Notice of Determination, the above fee must be paid within **five (5)** days after the date of final approval.
4. This approval shall be implemented within four (4) years of approval date, August 20, 2024, otherwise it shall become null and void and of no effect whatsoever in accordance with SP 276 (The Triangle) and Development Code Section 16.52.060.B and 16.80.50.

5. Prior to the expiration of this approval, the Permittee/Owner may request an extension of time in accordance with The Triangle Specific Plan 276 Section 4.2.1-Development Plans.
6. This implementing Development Plan is within Planning Area(s) 1,2, and 3.
This implementing project consists of 36.46 acres.
This implementing project consists of:

195,997	square feet of retail/service,
1,194	square feet of office
82,347 +11,100 (outdoor)	square feet of restaurant
0	square feet of hospitality (# of rooms)
279,538 square feet + 11,100 outdoor dining	
7. The project shall be in substantial conformance with all adopted environmental mitigation measures, any written project proposal information and any verbal agreements or representations made by applicant to the decision-making body as part of its consideration of the project that are incorporated into the final written conditions of approval. Any proposed change substantially different than the approved project shall require an amendment to this approval in accordance with the Development Code.
8. The development of the premises shall comply with the standards of the City's Development Code, The Triangle Specific Plan, and all other applicable State and Federal Codes.
9. Subsequent modifications of this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the conditions of approval, interpretations of the conditions of approval relative to intent, necessity of, and timing, may be approved by the Director, unless the Director requires a Substantial Conformance or Revised Permit application in accordance with the Development Code.
10. The Permittee/Owner shall pay all applicable impact and/or mitigation fees or provide proof that all required fees have been paid in accordance with City policies and ordinances in effect at the time of permit issuance.
11. In the event the use(s) hereby permitted under this permit is: (a) found to be in violation of the terms and conditions of this permit; (b) found to have been obtained by fraud or perjured testimony; or (c) found to be detrimental to the public health, safety or general welfare, or a public nuisance; this permit shall be subject to the revocation procedures in Section 16.82 of the Development Code.
12. The Permittee/Owner shall comply with all applicable provisions of federal, state and local ordinances in effect at the time of building permit issuance.
13. The Permittee/Owner shall obtain approval of all necessary plans for the construction of the new structure proposed by the project on the subject property in accordance with the Murrieta Development Code. Such plans include, but are not limited to, site plans, floor plans, building elevations, grading plans and landscaping plans.

14. The Permittee/Owner shall comply with and implement all applicable Mitigation Measures (MM) and Project Design Features (PDF) contained in the Mitigation Monitoring & Reporting Program (MMRP), as identified in the Subsequent Environmental Impact Report (SEIR).

For each permit request, the applicant shall submit a Mitigation Monitoring Reporting Program Compliance Plan indicating the items that are being implemented or satisfied, accompanied by the proof of how the mitigation measure is satisfied. The format shall be in the form of a binder containing the following: (1) cover sheet indicating the permit request phase, (2) table of contents, (3) copy of the MMRP filled out indicating items addressed, (4) supporting information demonstrating compliance

15. Applicant acknowledges that the City's approval of this application is based on the Applicant's conceptual plans for various improvements, including but not limited to all off-site improvements, emergency access, building elevations, floor plans, landscaping and irrigation, site grading and drainage, ADA accessibility, sight lighting, and on-site parking and circulation. Prior to issuance of any permits, the Applicant shall submit final design plans to the City for review and approval. The plans shall meet or exceed the requirements of the City's adopted codes and other policies and programs in order to receive the required permits and any subsequent approvals.
16. The project site shall be the point-of-sale for the purpose of collecting any sales tax on goods that are sold, delivered or rented on the site.

Parking, Loading, and Lighting

17. Parking for this project was determined on the basis of the parking standards contained in the Triangle Specific Plan, which requires a minimum of 1675 parking spaces in accordance with the approved site plan showing 279,538 square feet of retail, restaurant/food, outdoor dining, and office uses. The number of parking spaces required are established based on the uses and building square footage identified on Sheet A-00.1-Parking Data. The project shall provide 1675 parking spaces as identified on the site plan. Any changes to the number of parking spaces shall be based on the city minimum requirement and is subject to review in accordance with SP 276, Section 4.5.3.
18. All parking shall be designed and improved pursuant to parking standards contained in the Triangle Specific Plan, and when not clearly addressed Chapter 16.34 of the Murrieta Development Code, and shall be in conformance with the approved site plan.
19. There shall be no parking of semi-truck with trailers, unless associated with a service provided to the site. This condition does not apply to vehicles parked overnight in the loading areas.
20. A minimum of 84 bicycle rack/spaces (1675 x 5%) shall be provided in compliance with the Triangle Specific Plan. 120 bicycle spaces are shown on the approved preliminary site plan. A reduced number of bicycle racks/spaces (from the 120 spaces shown) may be provided as long as the 5% is maintained and the bicycle rack/spaces are

conveniently spaced throughout the center consistent with the spacing shown on the preliminary site plans.

Bicycle spaces for employees shall be secure, enclosed spaces that are located in a key-accessed area and are illuminated at night. Bicycle spaces for visitors and customers shall include bicycle racks located in areas that are clearly visible from a primary building entrance, illuminated at night, and protected from damage from moving and parked vehicles. These racks shall include provision for securing bicycles in which the user may lock the frame and wheels. (Triangle Specific Plan 2.9, No. 8/ PDF 2-3/ /PDF 10-6).

21. Parking spaces(s) for persons with disabilities shall be provided as shown on APPROVED PLANS. Each parking space reserved for persons with disabilities shall: (a) be identified by a permanently affixed reflective sign constructed of porcelain on steel, beaded text or equal, displaying the International Symbol of Accessibility; (b) not be smaller than 70 square inches in area; (c) be centered at the interior end of the parking space at a minimum height of 80 inches from the bottom of the sign to the parking space finished grade; and (d) have a surface identification sign duplicating the symbol of the accessibility in blue paint of at least 3 square feet in size.
22. A sign shall be posted in a conspicuous place at each entrance to the off-street parking area, not less than 17-inches by 22-inches, clearly and conspicuously stating the language provided by the Building and Safety Division regarding accessible parking.
23. A minimum of fourteen (14) loading spaces(s) shall be provided in accordance with Section 16.34.100 of the Development Code as shown on the approved plans or as otherwise provided for as shared loading spaces under SP 276. The loading space shall be surfaced with six (6) inches of concrete over a suitable base and shall not be less than 15 feet wide by 25 feet long, with 14 feet vertical clearance.
24. The retail area shall post signs limiting idling time for commercial vehicles to no more than five minutes. (Triangle Specific Plan 2.9, No. 6/ PDF 11-4) Sign(s) stating "EXTENDED (MORE THAN 5 MINUTES) IDLING FOR COMMERCIAL VEHICLES IS NOT PERMITTED" shall be located at the loading area of the and at the truck parking areas. The sign(s) shall not be less than twenty-four inches square and will provide directions to truck parking spaces with electrical hookups. The hookups will provide power for refrigerated trailers that need to be parked on-sight for more than 15 minutes.
25. All exterior lighting shall comply with the Mt. Palomar Special Lighting Area, as defined in Section 16.18.110 and Section 16.18.100 Lighting of the Development Code.
26. All lighting fixtures including within parking areas shall be designed with shielding or cut-off fixtures to project in a downward manner to minimize glare and to not shine directly upon adjoining property or public rights-of-way.

Other

27. Pedestrian site design elements such as enhanced walking paths, trellis, and arbors as shown on the site plan shall be incorporated into the construction drawings and installed prior to any occupancy.
28. Roof gutters and downspouts are not permitted on the exterior of the front elevation of a building or building elevation facing Murrieta Hot Springs Road when the building is located within 100 feet of Murrieta Hot Springs Road, unless architecturally integrated into the building architecture. When roof gutters and downspouts are permitted on the exterior building elevation, they shall be painted the same color as the underlying wall color.
29. No signs are approved pursuant to this project approval. Prior to the installation of any on-site advertising or directional signs, a sign program shall be submitted to and approved by the Planning Division (Planning).
30. All trash bins shall be stored in approved enclosures and screened in compliance with Sections 16.18.120 and 16.18.150 of the Murrieta Development Code. The location of the enclosures must be shown on the precise grade plan and shall provide a minimum of 2021 square feet of refuse storage area (1010.5 square feet for refuse and 1010.5 square feet for recycling).
 - a. Refuse/recycle/organic bins shall be stored in approved enclosures and screened in compliance with Sections 16.18.120 and 16.18.150 of the Murrieta Development Code as shown on Sheet A-040 through A-042 of the approved plans.
 - b. The location of the enclosures must be shown on the precise grade plan and the surface, including the access apron, shall be constructed with concrete with a concrete apron a minimum of 6 inches thickness
31. Two trash compactors, as shown on the site plan, shall be provided for the project in-lieu of providing the minimum of 576 square feet of refuse/recycle area (288 square feet for refuse and 288 square feet for recycling) in accordance with Section 16.18.150. Prior to building permit issuance, the permittee shall provide verification from the waste provider of their ability to serve the site with the two compactors and that the area is adequate for the necessary refuse/recycling containers.
 - a. Compactors shall be stored in approved enclosures and screened in compliance with Sections 16.18.120 and 16.18.150 of the Murrieta Development Code.
 - b. The location of the enclosures must be shown on the precise grade plan and the surface, including the access apron, shall be constructed with a concrete apron a minimum of 6 inches thickness.
32. Recycling receptacles shall be located adjacent to trash receptacles in casual seating and dining areas and in plazas and courtyards to provide the opportunity for consumer recycling (Triangle Specific Plan 2.9, No. 7/ PDF 9-4/ PDF 11-5).
33. Product deliveries to this location shall not be permitted between the hours of 10:00pm and 6:00am. In accordance with Development Code Section 16.30.130 B.

34. All installed landscaping shall be maintained in good order and health in compliance with the approved landscape plans.
35. Any mechanical equipment and vents (ground or rooftop) shall be screened from view (per the approved plan) from any public right of ways (including Interstate 15 & 215), landscaping area, and open space area unless otherwise provided for under SPA 276. Line of sight details shall be included in/on the plans for review for building permit issuance and stamped by a licensed architect. In addition, details including the height of the roof-top equipment and height of the parapet must be a detail within/on the plans for building permit issuance.

If any time during the building inspection process, any roof-top equipment is found to exceed the height provided in the details of the approved plans for building permit issuance, the applicant must submit proposed method for screening of the equipment. Approval of such screening method is at the discretion of the Planning Division. Planning Division approval and Building Permit issuance must be obtained prior to any installation of the proposed screening method.
36. If applicable: An interior room which may be shared by more than one tenant, with direct exterior access, shall be provided for the placement of main utility electrical switch gear distribution, roof access ladders and any other mechanical or utility equipment.
37. Walls or retaining walls proposed on-site shall be decorative and be comprised of the slump-stone, split face material, or approved landscaped geofabric interlocking landscape walls. All proposed walls shall comply with the Development Code with regards to setbacks and height limitations.
38. The project shall comply with the provisions pertaining to construction activity as stated in Section 16.30.130 of the City of Murrieta Municipal Code:
 - a. The operation of tools or equipment used in construction, drilling, repair, alteration, or demolition work is prohibited between Monday through Saturday, from 7 P.M. and 7 A.M., or at any time on Sundays or holidays.
 - b. Construction activities must be conducted in a manner that the maximum noise levels at the affected structures would not exceed those listed in section 16.30.130.
 - c. All mobile or stationary internal combustion engine powered equipment or machinery shall be equipped with suitable exhaust and air-intake silencers in proper working order.
39. All flat, non-visible portions of building roofs shall be cool colors that have a high solar reflectance and thermal emittance. These characteristics reflect light, thereby reducing heat transfer and further the ability to allow heat to escape from a surface once it has been absorbed (SP Section 2.9, No 5/ PDF 11-3).
40. Prior to issuance of occupancy permits, and in coordination with the City of Murrieta, the Property Owner/Developer shall implement security measures and design features to

reduce the demand for police services. Additional security measures may include, but not be limited to:

- Private security personnel staffed at the project site;
- On-site security cameras that are monitored;
- Increased lighting around facilities and parking lots;
- Anti-graffiti measures;
- On-site medical aide; and
- On-site, private, plain-clothed store security in retail businesses or anti-theft electronic monitors.

Evidence that security measures have been implemented to the satisfaction of the City shall be provided to the Community Development Department and Police Department. (MM 9-1).

41. Prior to building permit issuance for Building E, the permittee shall provide modifications to the Internal Connector Road and Murrieta Hot Spring Road facing building elevations to address the following Specific Plan Design Guidelines requirements:
 - a) Massing -Provide horizontal and vertical wall articulation through the use of arcades, towers, wall recesses/ projections, and setting back the upper floors. Facades shall incorporate wall plane projections and recesses having a depth of at least three percent of the length of the façade and extending at least twenty percent of the length of the façade. (16.10.030.C.3.a.1)
 - b) Facades of buildings facing the Internal Connector Road and Murrieta Hot Springs Road shall be fully articulated. Facades of buildings facing the freeway and rear may incorporate less detailing in consideration of the distance to the highway, but these facades shall include design elements that provide an appropriate level of interest.
42. Prior to occupancy, the permittee shall coordinate with the Police Department to provide an office space for use by the City of Murrieta Police Department, within the project boundaries, with the size, location, timing, and scope to be determined by staff in coordination with the Permittee.

Prior to Grading Permit Issuance

43. Grading plans must be reviewed by the Planning Division for compliance with the approved site plan.
44. Prior to the issuance of grading permits, the project applicant shall comply with the provisions of any existing City ordinance that has been established as a mitigation measure for the Stephens' Kangaroo Rat. These ordinances may include fee schedules, mechanisms for protecting habitat, or a combination thereof.
45. If the project is to be phased, a phasing plan shall be submitted and approved prior to grading permit issuance.
46. A minimum of 30-days prior to the placement of a construction trailer, a Temporary Use Permit application shall be submitted for review and approval.

47. Prior to issuance of a street improvement plan, plans shall show the location of a bus turnout on Murrieta Hot Springs Road (MMRP PDF 2-3/ PDF 10-7) The bus turnout and shelters located on Murrieta Hot Springs Road shall include a roof canopy, seating, and shade trees nearby to provide shelter for riders.
48. Prior to any ground disturbance or issuance of any grading plan, the Permittee shall submit a report prepared by a qualified biologist to the City documenting absence of Crotch's bumble bee from the project site.

Prior to Building Permit Issuance

49. If applicable, a minimum of 30-days prior to building permit issuance, the applicant shall submit an application for addressing.
50. The local postal delivery office shall review and approve all proposed postal delivery arrangements. The applicant shall provide the City with evidence of postal service approval.
51. All exterior/outdoor lighting fixtures including parking lot lights and outdoor lighting shall be shown on electrical plans submitted to the Department of Building and Safety for plan check approval and shall comply with the requirements of Development Code Section 16.18.100-Lighting and 16.18.110-Mt Palomar Lighting Standards.
52. A comprehensive master sign program for the project shall be submitted to the Planning Division for review, and approved prior to any building occupancy (PDF 1-9).
53. Tentative Tract Map 38622 shall be recorded. For any proposed buildings crossing over property lines, a lot line adjustment or parcel map shall be recorded.

Prior to Occupancy

54. Unless otherwise indicated, all conditions, and other requirements shall be fully constructed and implemented prior to final inspection of the building and/or site improvements.
55. The applicant shall contact the Planning Division a minimum of 72-hours to allow for scheduling of any inspection required for this project.
56. Comprehensive Sign Program for the project shall be approved.
57. All existing outdoor advertising displays, signs shall be removed, except for signs permitted by the Development Code.
58. Prior to the first release of occupancy for any development or building on any parcel approved by this development plan permit, a plan shall be provided to the City for and shall provide/identify temporary landscaping and a decorative barrier around the perimeter of undeveloped parcels. The temporary landscaping is subject to the approval of the City Landscape Architect and the Public Works Division. Temporary landscaping

shall also include a temporary irrigation system. All exterior perimeter landscaping, on-site driveway(s), parking areas, common areas, and pedestrian linkages shall be constructed prior to the release of first/any occupancy.

59. Recycling receptacles shall be located adjacent to trash receptacles in casual seating and dining areas and in plazas and courtyards to provide the opportunity for consumer recycling (PDF 9-4/PDF 11-5).

General Plan Mitigation Measures

60. (AES-2) During Pre-Construction and Construction-Construction documents shall include language requiring that construction vehicles be kept clean and free of mud and dust prior to leaving the development site. Streets surrounding the development site shall be swept daily and maintained free of dirt and debris.
61. (AES-3) During Pre-Construction and Construction-Construction worker parking may be located off-site with prior approval by the City. On-street parking of construction worker vehicles on residential streets shall be prohibited.
62. (CR-2) During Excavation and Grading Activities-In the event that cultural resources (archaeological, historical, paleontological) resources are inadvertently unearthed during excavation and grading activities of any future development project, the contractor shall cease all earth-disturbing activities within a 100-foot radius of the area of discovery. If not already retained due to conditions present pursuant to Mitigation Measure CR-1, the project proponent shall retain a qualified professional (i.e., archaeologist, historian, architect, paleontologist, Native American Tribal monitor), subject to approval by the City of Murrieta to evaluate the significance of the find and appropriate course of action (refer to Mitigation Measures CR-1 and CR-3). If avoidance of the resources is not feasible, salvage operation requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed. After the find has been appropriately avoided or mitigated, work in the area may resume.
63. (CR-3) During Excavation and Grading Activities-In the event that human remains are unearthed during excavation and grading activities of any future development project, all activity shall cease immediately. Pursuant to State Health and Safety Code Section 7050.5, no further disturbance shall occur until the County coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner shall within 24 hours notify the Native American Heritage Commission (NAHC). The NAHC shall then contact the most likely descendant of the deceased Native American, who shall serve as consultant on how to proceed with the remains.
64. (WW-2) Prior to issuance of a building permit for any future development project, the Project Applicant shall prepare an engineering study to support the adequacy of the sewer systems and submit the engineering study to the City for review and approval. Any improvements recommended in the engineering study shall be installed prior to the certificate of occupancy for the development project.
65. (WW-3) Prior to issuance of a building permit for any future development project, the Project Applicant shall provide evidence that the RCWD, EVMWD, WMWD, or

EMWD has sufficient wastewater transmission and treatment plant capacity to accept sewage flows from buildings for which building permits are being requested.

66. (WW-1) Prior to issuance of a wastewater permit for any future development project, the Project Applicant shall pay applicable connection and/or user fees to RCWD, EVMWD, WMWD, or EMWD.
67. (FP-2) Prior to Initiation of Construction Activities-Brush clearance shall be conducted prior to initiation of construction activities in accordance with Murrieta Fire Department requirements.
68. (FP-3) During Construction-Adequate access to all buildings on the project site shall be provided for emergency vehicles during the building construction process.
69. (FP-4) During Construction-Adequate water availability shall be provided to service construction activities.

LANDSCAPING

Prior to the issuance of building permits

70. Project shall comply with the Triangle Specific Plan 276 including all relevant exhibits, landscape requirements, and other requirements, as applicable.
71. Printed copies and one digital copy of landscape construction plans shall be submitted to the Planning Division. Verify quantity of printed copies with Planning Division prior to submission. A licensed Landscape Architect shall prepare the plans. Applicant shall also verify with MCSD submittal requirements for any proposed MCSD maintained landscape areas.
72. The landscape construction plans shall be in substantial conformance with the preliminary landscape plans as approved by the City's Landscape Architect, City Administrative Staff, Planning Commission and/or City Council. Notes, details, and specifications shall be included.
73. Landscape plans shall be drawn at a scale of 1" equals 20'-0" or larger. The City Landscape Architect will not accept plans drawing at 1" equals 30'-0" or smaller.
74. It is the responsibility of the landscape architect to be aware of and comply with the requirements and standards of Title 16.28 of the Murrieta Municipal Code, the City's current policies, and current State of California water efficient landscape requirements.
75. It is the responsibility of the applicant and owner's design team to be aware of and comply with the layout and landscape requirements and standards for Off-Street parking according to Title 16.34 of the Murrieta Municipal Code.
76. It is the responsibility of the applicant and owner's design team to be aware of and comply with the requirements of Title 16.42 Tree Preservation. This chapter provides regulations for the protection, preservation, and maintenance of significant tree

resources and establishes minimum mitigation measures for trees removed as a result of new development.

77. All planter areas shall provide a minimum 5 feet wide planter area clear of curbs, concrete step-out strips, walkways, walls, footings, and overhead supports. Planters of lesser widths may be allowed provided they are in substantial conformance with the preliminary approved landscape concept plans or the Triangle Specific Plan 276. Plant materials for narrow planters shall fit within the provided planter width at maturity and shall not infringe upon or otherwise restrict use of adjacent required pedestrian access ways.
78. It is the responsibility of the applicant and owner's design team to be aware of and comply with the layout and landscape requirements and standards for Off-Street parking according to Title 16.34 of the Murrieta Municipal Code.
79. Diamond-in-profile tree planters are to be configured at sidewalks when directly adjacent to parking spaces. The diamond-in-profile shape will achieve a sufficient plantable area while avoiding conflicts with pedestrian path of travel. Interior plantable area is to be a minimum of 20 square feet, however, 25 square feet is preferred.
80. All bumper overhang areas shall be planted with a low-growing groundcover, highly tolerant of foot traffic, growing no greater than 6" high at maturity. All bumper overhang areas shall be shown graphically on plan and labeled clearly. Bumper overhang areas shall not count towards the minimum required landscape area.
81. No trees shall be located within the required bumper overhang area. Trees located at head of parking stalls, directly adjacent to bumper overhang area, shall be centered to align trunks with parking stall lines to minimize potential future conflicts between trunks and bumpers. All trees adjacent to bumper overhang area shall be standard form to avoid conflicts between car bumpers and tree trunks.
82. Curb-adjacent street trees shall be provided where the interior width of the parkway planter between the curb and sidewalk is 6'-0" or greater in width. Street tree selection in these areas shall be upright, narrow canopy trees that will avoid conflicts with adjacent traffic at maturity and provide minimum required pedestrian clearance along sidewalk as well. Proposed tree selections for right-of-way parkway trees shall be provided to Planning Division, Public Works Department, and City's Landscape Architect for review and approval.
83. Trees located in the frontage area along Murrieta Hot Springs Road, from the southern edge of the public side to approximately 25'-0 to 30'-0" south toward the onsite building, shall be provided at an average rate of 1 tree per 500 square feet. Trees in this area should include a combination of naturalistic stands of 3 – 5 canopy trees and compatible flowering understory trees placed between, creating an aesthetically pleasing rhythm of canopy and understory trees. Along building perimeters, trees shall be provided at minimum at a rate of 1 tree per 30 lineal feet of building perimeter. Trees shall generally be evenly dispersed but may be clustered where views into the site are desired, subject to Planning Division and City Landscape Architect review.

Tree species for frontage area shall be per the approved landscape concept plans. *Cercis canadensis* 'Vanillia Twist' shall be replaced within the frontage area with *Cercis occidentalis*, *Cercis canadensis* 'Forest Pansy,' or a similar understory, deciduous tree tolerant of drought and suited to slope conditions.

84. Fire apparatus access roads shall be illustrated, diminished, and labeled on planting plan. Trees are to be located so that the mature canopies do not encroach into the access road clear zone of 28 feet wide and 13.5 feet high. Notes shall be added to the plans stating that the trees shall be maintained clear of all vertical and horizontal fire access areas. Maintenance for fire access shall be included in the comprehensive maintenance schedule for the project and included within the plan set, as required per the City's Landscape Architectural Plan Check checklist.
85. Perimeter landscape design shall coordinate with surrounding properties. Shrub and ground cover selections are to match or complement adjacent developments.
86. Enhanced corner planting using specimen trees and accent shrubs that do not conflict with vehicular line of sight. Limit shrubs to a maximum of 30" natural height. On center spacing of enhanced corner planting will be reviewed at time of plan check. Planting at corner shall be sized and spaced to be a minimum of 80% infilled at time of installation and fully infilled within 2 years from installation.
87. Avoid plants that require cutting back to keep them within a specific area or at a trimmed height. Carefully select and locate plants where they will be allowed to grow to maturity and keep their natural shape.
88. Plant materials within vehicular line of sight impact areas are to be limited to a maximum of 30" natural height. Impact areas include but are not limited to project entries, drive aisles, and parking lot island planters. Project Landscape Architect shall coordinate with Project Engineer to determine limited sight areas at corners as described per City Standard Plan No. 214. Intersection Sight Distance.
89. Slopes shall be landscaped, at a minimum, according to City's Slope Landscaping, Requirements for Subdivision Tract and Commercial Slopes document. Refer to City's website under Planning Division, Applications and Forms, Landscape Handouts. A combination of erosion control groundcover, shrubs, and trees shall be provided.
90. Linear root barriers shall be installed for all trees located within 5 feet of paving and within 10 feet of city sidewalks. Root barrier for trees in these locations shall be a minimum length of 20 linear feet centered on the tree trunk and a minimum depth of 24" inch or greater if required by other department standards.
91. Minimum clearance at all fire equipment and hydrants shall be provided. Within clearance area, only low growing groundcovers may be planted.
92. Utilities and light standard locations shall be coordinated with Owner's engineering team to avoid conflicts with required tree locations and utility screening. Show the outline of any access areas required by the utility purveyor and provide suitable screening shrubs in 15 gallon size outside of access area, as needed to screen from public view. No light

fixture, electric transformer, fire detector check, or fire hydrant shall be designated for any location in a planting area that would make it necessary to eliminate a tree.

93. Plant materials shall be installed from the container sizes consistent with Murrieta Municipal Code Section 16.28.080, Table 3-5, Minimum Mix of Plant Materials. Where plans have proposed sizes greater than Table 3-5, the larger size shall be provided.
94. All groundcovers shall be installed from living plant materials. Spacing shall be such that 100% coverage is achieved within 2 years from installation.
95. All headlight glare from drive aisles and parking stalls shall be screened from public view. An opaque screen shall be installed along all drive aisles and parking areas abutting public streets and rights-of-way. The screening shall have a height of not less than thirty (30) inches and not more than forty-two (42) inches at maturity. For areas which would produce headlight glare impacting freeway, screening shrubs shall be 15 gallon size minimum and spaced closely to provide immediate screening at time of installation. Spacing for screen shrubs should be as close as feasible while still allowing for healthy long-term growth and condition at maturity. Screen walls shall be provided as indicated per the approved landscape concept plan and the approved wall and fence conceptual plan.

The City, City's Landscape Inspector, and the City's Landscape Architect reserve the right to require additional 15 gallon screening shrubs at time of plan check and at time of final landscape inspection where necessary to screen headlights, utilities, bare or blank buildings facades and walls, and other unforeseen unsightly field conditions that may arise during the course of construction.

96. An updated shading exhibit shall be provided. A minimum of 50% of the total parking stall area shall be shaded at maturity by tree canopy, at approximately 15 years realistic canopy growth. Projected canopy size for trees in trees wells at parking lot interiors should consider the unfavorable parking lot conditions and reflected heat in these areas.
97. Required plaza/courtyard amenity areas shall be clearly delineated, dimensioned, and labeled on the landscape plans and all amenities shall be in substantial conformance with the amenities shown on the approved landscape concept plans, provided; however, that amenities can be adjusted and modified to address leasing requirements of tenants provided that it remains in compliance with the requirement of SP 276 and the Triangle Specific Plan Design Guidelines.
98. A landscape phasing exhibit shall be submitted to the Planning Division with the overall site phasing exhibit detailing the sequence of installation for all landscape improvements. All offsite improvements, including right-of-way landscaping along Murrieta Hot Springs Road, median landscaping, and similar shall be shown in the first phase of development. City may require perimeter fencing and perimeter screening and screening shrubs also be provided prior to first occupancy. Landscaping adjacent to the freeways may be reasonably adjusted based on the phasing of development.
99. Commercial zoning requires a minimum of 20% of the total onsite area be provided as landscape. In no case shall the total landscape area fall below the minimum requirement

for the Project as a whole or the 15% requirement within each Planning Area.

Prior to issuance of a Building Permit:

100. The landscape plans shall be approved by the City's Landscape Architect and Assigned Planner.

Prior to the initiation of landscape construction:

101. Contact City's Assigned Planner or Landscape Architect to determine if a pre-job meeting with the job site superintendent and the landscape contractor will be required. No landscaping shall occur prior to the meeting or the City's determination that it will not be required.
102. Contact Murrieta Community Services Department to determine if a pre-job meeting with the job site superintendent and the landscape contractor will be required. No landscaping shall occur prior to the meeting or the City's determination that it will not be required.

Prior to the issuance of occupancy permits:

103. All offsite and street frontage landscape improvements for Murrieta Hot Springs Road as described by the approved landscaping phasing exhibit shall be provided prior to first occupancy for any building.
104. All required landscaping and irrigation systems shall be installed in a condition acceptable to the City. The owner's contractor, construction manager, or Landscape Architect shall provide inspections throughout the landscape installation process. The owner shall provide the City's Assigned Planner with a Landscape Certificate of Completion documentation package at the time of final inspection request. The City will review the Certificate of Completion and conduct a final inspection to ensure that the landscape installation is in compliance with all City policies, practices and the approved landscape plans. The Certificate of Completion shall be complete with irrigation water audit, irrigation schedules, landscape maintenance schedules, and soil management report.

A separate, complete Certificate of Completion package shall be provided for each plan set and each phase of occupancy, at time of final inspection request.

105. Performance securities, in the amount determined by the City to guarantee the adequate maintenance of the landscaping materials and irrigation system in accordance with the approved plans for a period of one (1) year from the date of final clearance of the installed landscaping by the City, shall be posted with the Planning Division. Acceptable forms of security shall be limited to cash deposit, cash bonds, or irrevocable letters of credit. The performance securities shall be released one (1) year after final clearance of the installed landscaping by the City, upon written request by the owner, if the landscaping has been adequately maintained and inspected. A deposit to cover this re-inspection of the landscape, at the current City rate, shall be posted with the Planning Division prior to re-inspection for maintenance bond release. Contact Planning Division

to verify current fee schedules and requirements prior to issuance.

DEPARTMENT OF PUBLIC WORKS

106. Since the project consists of multiple discretionary reviews and conditions of approval, (DP 2022-2705, TTM 2022-2706), all conditions of approval shall be referenced as "the conditions of approval" and shall be incorporated as a single project.
107. Any alteration to the final conditions of approval by the Permittee/Owner shall be reviewed by staff to determine whether approval of alteration shall be subject to M.M.C. Section 16.80.070, Changes to an Approved Project.
108. All items required to be submitted shall be, at a minimum, in electronic format (e.g., PDF, Word). Hard copies may also be required.
109. All conditions as approved shall be completed by the Permittee/Owner at no cost to the City, unless specified otherwise.
110. All designs shall conform, at a minimum, to the City of Murrieta Municipal Code, Development Code, Standard Drawings, Circulation Element, California Highway Design Manual, and Manual on Uniform Traffic Control Devices (MUTCD).
111. Prior to any permit issuance, all relevant plans and their associated bonds, reports, and supporting documents shall be prepared in accordance with the Murrieta Municipal Code, reviewed, all applicable fees paid, and approved by the City Engineer.
112. Future extensions are subject to any, and all, local, state, and federal current regulations not previously identified in the original conditions of approval. Revisions/Updates to the original project's exhibits, plans, reports, etc., at the time of any extension request, shall be at the discretion of the City Engineer. Regardless of revisions/updates to future extensions, revised/updated exhibits, plans, reports, etc., shall be submitted for review and approval for discretionary review and approval prior to submittal of construction documents (e.g., exhibits, plans, reports, etc.). The approved discretionary documents, and all applicable conditions of approval, shall then be submitted along with the construction documents for any permit issuance.
113. As part of the initial submittal of plans, reports, etc., for any grading permit or any other grant of approval, the Permittee/Owner shall submit the approved discretionary plans and reports (e.g., Tentative Map, Preliminary Grading Plan, Preliminary Water Quality Management Plan, Preliminary Hydrology Study, etc.) that were approved as part of the Discretionary Review Process, in addition to all applicable onsite and offsite plans, reports, reference documents, and/or document(s) deemed relevant for the issuance of a permit. All discretionary documents shall serve as a reference for final document preparation and approval, and are subject to revision to ensure compliance with all local, state, and federal requirements, as applicable.
114. The conditions herein, when addressing grading plans, implies precise grading plans for the front half of the project and mass grading plans for the back half of the project. Any

other type of grading plan will be explicitly named when applicable. Moreover, grading plans not specifically identified herein are not approved as part of these conditions of approval.

115. Grading plans' 1st submittal, for the front half with building pad location and elevation information, shall be submitted prior to, or concurrently with, building plans' 1st submittal. However, building plans' 1st submittal shall NOT be submitted prior to grading plans' 1st submittal. Moreover, building plans' 2nd submittal shall incorporate all applicable 1st review grading plans' comments. Subsequent building plan submittals shall also coincide with grading plans' latest and applicable revisions.
116. Prior to the issuance of any occupancy permit, including temporary certificate(s) of occupancy, all public improvement conditions set forth in these Conditions of Approval shall be completed and accepted/as-built.
117. In addition to any applicable permit issuance, an Encroachment Permit shall also be obtained from the Engineering Department prior to commencement of any construction within City right-of-way or public jurisdiction easements.
118. If applicable, an Encroachment Permit, or any other applicable type of permit or allowance, shall be obtained from CalTrans, Riverside County Flood Control and Water Conservation District, etc. prior to commencement of any construction within their right-of-way. Proof of permit issuance, or verification of acknowledgement with no permit issuance requirement, shall be submitted prior to city-issued permit issuance affecting said easement(s). Additionally, said approvals/acknowledgements shall be identified on the subject grading and/or improvement plans, as applicable.
119. The Permittee/Owner shall submit a current hyperlinked Preliminary Title Report (PTR) with active connectivity to all referenced recorded documents identified within the Preliminary Title Report.
 - a. In addition to the hyperlinked PTR, all referenced recorded documents shall also be submitted, in PDF format.
120. It is understood that the Final Map will correctly show all existing and proposed easements, travel ways, grading, drainage courses, etc., and that any omission may require the resubmittal of documents and/or plans associated with this application for additional consideration.
121. All Engineering Plans (e.g., Improvement Plans, Grading Plans) shall be coordinated for consistency with adjacent projects and existing improvements contiguous to the site and shall be submitted on standard 24" x 36" City-formatted bond sheets. The Permittee/Owner shall review all plan check comments, make certain their consultants address all comments in each subsequent submittal, and return all plan check comments with each subsequent submittal. Failure to do so may result in additional plan check fees due to additional review time.
122. The Permittee/Owner shall comply with all current and applicable requirements set forth in the City of Murrieta's Municipal Code, Development Code, Standard Drawings,

Ordinances, Policies, and Resolutions, along with all applicable State (e.g., State Water Resources Control Board) and Federal regulations, whether or not such provisions or requirements have been specifically set forth in these conditions, all of which are now incorporated herein by reference, and fully set forth at this point.

123. Prior to approval of any plans, reports, or legal documents and/or permit issuance, the Permittee/Owner shall pay, at a minimum, all outstanding plan check and processing fees.
124. Security bonds, for a portion of the construction costs as outlined in the final cost estimate(s), shall be in the form of a cash deposit, as approved by the City Engineer.

PRIOR TO ISSUANCE OF ANY PERMIT, THE PERMITTEE/OWNER SHALL COMPLETE THE FOLLOWING

Acquiring Offsite Property/Easement

125. Prior to any permit issuance, the Permittee/Owner shall coordinate with adjacent property owners affected by proposed onsite and/or offsite improvements. The Permittee/Owner shall be solely responsible for acquisition of any necessary easements, agreements, etc. prior to plan approval. All easements, agreements, etc. shall be notarized and recorded in a format acceptable to the City Engineer. Agreements and/or easements shall designate maintenance responsibilities conforming to those associated/identified on the approved Tentative Map. The agreements and/or easements shall also address uninterrupted access and utility services to affected existing properties during construction, and show the recording information (instrument number and date) on the appropriate plan(s).
126. Upon property/easement acquisition, the Permittee/Owner shall complete the improvements as approved by the City Engineer.
127. Property/Easement acquisition necessary for public improvements shall be obtained, signed, notarized, and recorded, and copy submitted to the City, prior to approval of the improvement plans (bonding approved) and final map. Recordation of said property/easement acquisition may occur:
 - a. prior to improvement plan approval with a deferred map if applicable,
 - b. but not with a final map approval with a deferred improvement plan.
128. The Permittee/Owner shall obtain the required area from APN 910-031-020 and 910-031-011, to accommodate public improvements for the purpose of the traffic signal modifications and intersection improvements at Murrieta Hot Springs Rd and Monroe Ave. City-owned
 - a. The Permittee/Owner shall complete the property acquisition process with the City in a timely manner to ensure the proposed design meets all requirements.
 - b. Upon completion of the property acquisition, the Permittee/Owner shall complete the improvements as approved by the City Engineer.

- c. If the Permittee/Owner does not acquire the City-owned parcel, the Permittee/Owner shall provide a redesign of the project ensuring connectivity between Murrieta Hot Springs Rd and Monroe Ave.

Grants of Easements

129. Dedications, grants of easements, and/or right-of-way dedications, shall occur via this project's Final Map or per separate instrument(s), as approved by the City Engineer.
130. All offers of dedication and conveyances shall be submitted for review and recorded as directed by the Engineering Department. The Permittee/Owner shall incur all costs associated with the formation of a suitable maintenance district for all associated easements.
131. All easements and/or right-of-way dedications shall be offered via an Irrevocable Offer of Dedication to the City or other appropriate agency and shall continue in force until the City or other agency accepts or abandons/rejects such offer(s).
132. All dedications shall be free from all encumbrances as approved by the Engineering Department.
133. Easements, when required for roadways, slopes, landscaping, drainage, utilities, etc., both onsite and offsite, shall be shown on a final map, or per separate document(s) as approved by the City Engineer. All grants of easements shall be approved prior to issuance of a grading permit.

Vacation or Abandonment of Easements

134. Vacations and/or abandonment of easements, shall occur via this project's Final Map or per separate instrument(s), as approved by the City Engineer.
135. Proposed vacations or abandonments of existing public right-of-way or easements shall be completed prior to plan approval, or as approved otherwise by the City Engineer.
136. Any proposed vacation(s) and/or abandonment(s) of existing right of way or public easements shall be shown on a final map, or per separate instrument(s) as approved by the City Engineer.
137. All vacations and/or abandonments, shall be submitted for review and approval by the Engineering Department and/or City Council, prior to being signed, notarized, and recorded. A copy of the notarized and recorded copy shall be provided to the City.
138. Subject to the discretion of, and final approval by, the City Council, the City shall vacate/abandon a portion of the following street's right-of-way.
 - a. Sparkman Court, aka Monroe Ave

- b. If the vacation/abandonment is unsuccessful, Permittee/Owner shall submit revised plans for substantial conformance review as required by the City of Murrieta Development Code.

Street Improvement Plans

- 139. The Street Improvement Plan shall include the following "Improvement Note" to identify required improvements prior to first occupancy:
 - a. "All public improvements, as identified in the project's conditions of approval and approved public street improvement plans, shall be constructed/completed and accepted/as-built prior to first certificate of occupancy.
- 140. The Permittee/Owner shall provide the following items, but may be required to provide additional items to substantiate the proposed design:
 - a. A Street Improvement Plan prepared by a registered Civil Engineer, or licensed specialist, in accordance with City standards, California Highway Design Manual, and/or MUTCD requirements, with all improvements subject to the approval by the City Engineer.
 - i. The Street Improvement Plan may include within it, but may not be limited to, the following:
 - 1. Standard section(s), plan(s), profile(s), station values, elevations, dimensions.
 - 2. Signing and Striping plan, included with the street improvement plans for the project.
 - 3. Traffic Signal Plan included with the street improvement plans for the project.
 - 4. Wet Utility Plans (e.g., storm drain, water, sewer) included with the street improvement plans for the project.
 - b. A Cost Estimate, prepared, signed, and stamped, by the registered civil engineer preparing the plans. The cost estimate shall include all costs, but not limited to, plan preparation, plan check fees, permit fees, bonding, staking, construction costs, stormwater best management practices, erosion control, soils engineering; construction management, etc.
- 141. The Permittee/Owner shall design, for the guarantee of construction, the following public improvements to the current City of Murrieta Circulation Element and corresponding City standards. Improvements may include, but are not limited to: paving, curb and gutter; sidewalk; street lights; drainage facilities; water quality best management practices; signing and striping; utilities, including but not limited to, water and sewer; landscaping; with all improvements subject to the approval by the City Engineer.
 - a. Design Murrieta Hot Springs Rd frontage to be improved to a half width of seventy-

five feet (75') centerline to right-of-way, per Augmented Urban Arterial City Standard Drawing #102A. The following shall be provided, but may not be limited to:

- i. An additional width, greater than the seventy-five feet (75') centerline to right-of-way, shall be provided to accommodate the right-turn/decel lane, per Traffic Engineering requirements, to the satisfaction of the City Engineer.
 - ii. The required improvements shall include, and clearly show, connectivity to existing improvements at, and adjacent to, the project's westerly and easterly property line(s), as well as Monroe Ave.
 - iii. The required improvements shall include connectivity to improvements existing opposite legal centerline.
 - iv. Provide a design identifying improvements, including but not limited to: a bike lane; eastbound travel/turn/decel lanes; westbound travel/turn lanes; existing/proposed raised/painted medians; existing eastbound parkway improvements; all as directed by the Traffic Engineer, and subject to approval by the City Engineer.
 - v. The project's frontage shall identify the requested parkway to accommodate the enhanced parkway landscape, between the curb & gutter and the right-of-way line.
 - vi. The project shall provide a design to tie into existing medians and provide full width raised landscaped medians along the project's frontage from the most westerly property line to the most easterly property line, except for the areas for turning lanes at the following intersections:
 1. Murrieta Hot Springs Rd & Monroe Ave
 2. Murrieta Hot Springs Rd & Hancock Avenue
 - vii. As applicable, callout right-of-way dedication/vacation along the frontage to provide the requested right-of-way for the required improvements.
 - viii. Restripe Murrieta Hot Springs Rd full width as directed by the Traffic Engineer and as approved by the City Engineer.
 1. Transition striping from the proposed frontage may be required to commence at the project boundary and extend offsite to the satisfaction of the City Engineer.
142. All street improvements shall be designed to provide adequate right-of-way and transitions to existing improvements.
143. Proper right-of-way shall be dedicated, beyond that required per City Standard Drawing #102A, along the entire Murrieta Hot Springs frontage, to accommodate the new parkway improvements, along with all access driveways to include the pedestrian

improvements/pathways.

144. Improvement plans shall show all existing and proposed drainage and stormwater facilities, including surface and subsurface construction.
145. The Permittee/Owner shall provide a design to construct/reconstruct handicap access ramps within the project's frontage public right-of-way to current ADA requirements (e.g., ramps with truncated domes/warning detection systems). Title II of the American Disabilities Act prohibits local governments from discriminating against persons with disabilities. This may include providing handicap access ramps across the street or driveway, or adjacent to the project's property line(s), to ensure public safety, to the satisfaction of the City Engineer.
 - a. Sidewalks and pedestrian ramps fronting, adjacent to, and/or near the project shall be improved/provided to current ADA standards, to the satisfaction of the City Engineer.
 - b. Pedestrian sidewalks and ramps, fronting, adjacent to, and near the project, shall be improved/provided, to ensure continuous connectivity to the nearest RTA bus stop and to current ADA standards, to the satisfaction of the City Engineer.
146. If applicable, the Permittee/Owner shall provide a design to construct/reconstruct handicap access ramps within the public right-of-way, and adjacent to the project, to current ADA requirements (e.g., ramps with truncated domes/warning detection systems). Title II of the American Disabilities Act prohibits local governments from discriminating against persons with disabilities. This may include providing handicap access ramps across the street or driveway to ensure public safety, to the satisfaction of the City Engineer.
147. The Permittee/Owner shall provide a design for bus turnouts with shelters at all existing and proposed bus stops as determined by the Engineering Department and the Riverside Transit Agency. The bus turnout may not be required if located within a right-turn lane for access onto the site, as approved by the City Engineer.
 - A. Existing bus stops within proposed right-turn lanes shall be relocated to the satisfaction of the City Engineer.
 - B. Details for the bus stop, shelter, and appurtenances shall be provided on the plans..
148. City-maintained drainage facilities located outside of city right-of-way shall be accompanied with proper public drainage easements and monumentation for review and approval by the City, and recorded on a city-approved format.
149. All storm drain easement widths shall adhere to Riverside County's storm drain easement width chart and have a maximum cross slope of 5%.
150. The parkway cross slope in the public right-of-way shall not exceed two percent, unless otherwise approved by the City Engineer.

151. Driveways and Site Access shall conform to Development Code 16.34.080.
152. Corner Site Distance and Stopping Sight Distance for the installation of pedestrian and traffic control facilities shall be provided at all street intersections and entrances in accordance with City Standards, as directed by the Traffic Engineer, to the satisfaction of the City Engineer. The line of sight shall be shown on all grading, street improvement, and landscape plans in accordance with Std. 214. Signs are not allowed within the Limited Use Area.
153. The Murrieta Hot Springs Rd and Monroe Ave pre-development drive lanes, paint, striping, and signage shall be reviewed and revised as needed by the City's Traffic Engineer, to the satisfaction of the City Engineer.
154. The exact alignment, width, and design of all turning lanes, travel lanes, driveways, striping, and all other traffic control devices and measures, including turnouts, bike lanes, and width transitions, shall be approved by the City Engineer.
155. A light emitting diode for the public and private street lighting system shall be shown on the street improvement plans and shall be installed at locations specified by the City Engineer at no cost to the public. All installations shall be compliant with the City's Street Lighting Standards, 619, 620, and 620C.
156. If the project is to be phased, the Permittee/Owner shall submit detailed plans describing activities for the entire phase(s). A Phasing Plan shall be reviewed and approved by the City Engineer and Planning Division Director. The plans shall address, in detail, the following, but not limited to, items:
 - a. The Permittee/Owner shall implement the requirements of the current General Construction Permit at all times to prevent discharge from the site for all phases of construction (e.g., demolition, grading, vertical construction, landscape/hardscape). Sediment and erosion controls shall be appropriately applied for the risk level assigned to the project.
 - b. Submit a landscape plan to the Planning Division that addresses both short term and long term slope stability and dust control including all temporary and permanent buildable pads. This plan shall also include all required BMP's and storm water design features.
 - c. Should the Permittee/Owner decide to develop phases out of numerical sequence with the approved phasing as shown on the plan, all conditions required of the proceeding phases shall be completed unless otherwise approved by the City Engineer and the Director of Planning. Other conditions may be imposed by the City Engineer and Planning Division Director to allow phased construction.
 - d. The Water Quality Improvement Plans (WQIP), approved as part of the grading plans, shall address the Best Management Practices (BMP's) to be utilized for each phase of development. The WQIP shall include an overview of project phasing that shows each project phase, prior to activation of the area for use in accordance with Order R9-2013-0001, that 100% of the impervious area for that

phase will be treated and retained to meet water quality and hydro-modification requirements.

157. All existing street monuments within or abutting this project site shall be preserved. If such monuments are damaged or destroyed, the Permittee/Owner shall retain a licensed land surveyor or a qualified registered civil engineer to reset those monuments per City Standards 617a, 617b, and 617c, and file the necessary information with the County Recorder's office as required by California Business and Professions Code Section 8771. If damaged, existing monuments that are no longer relevant do not have to be replaced, subject to approval by the City Engineer.
158. If reconstructing an existing street or existing intersection, the Permittee/Owner shall provide a design with callouts for street centerline monuments to be set per City Std. 617a, 617b, and 617c, and elevations provided, unless specified otherwise by the City Engineer, or assignees.
 - A. Set street centerline monumentation for the following street(s) and/or following intersection(s):
 - i) Murrieta Hot Springs Rd & Monroe Ave
159. Centerline tie notes may be provided, when applicable as noted on City Std. 616, on 8.5 x 11 mylar sheets (identify locations if possible). Prior to installation, each location where tie notes may apply shall be reviewed and approved by the City Engineer, or assignees, to determine monument type to be used.

Traffic

160. Permittee/Owner shall provide a Street Improvement Plan prepared by a registered Civil Engineer in accordance with City standards, California Highway Design Manual standards, and MUTCD requirements, with all improvements subject to the approval of the City Engineer.
161. The Permittee/Owner shall provide a Signing and Striping plan, designed by a registered Civil Engineer and included with the street improvement plans for the project.
162. Traffic signal improvements shall be designed to coincide with the street improvement plans. Right-of-way acquisition necessary for street and traffic signal improvements shall be the responsibility of the Permittee/Owner. Traffic signals are not eligible for DIF credit.
163. Permittee/Owner shall design Traffic Signal Modifications to the existing signals on Murrieta Hot Springs Rd frontage. Designs shall be prepared by a registered Civil Engineer in accordance with City Standards with all improvements subject to the approval of the City Engineer.
164. Prior to issuance of Certificate of Occupancy permits for Phase 1A uses, design, furnish, and construct the following (MMRP PDF 10-1):

Driveway 1 (Monroe Avenue) at Murrieta Hot Springs Road

Northbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane
Southbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane
Eastbound approach: 2 left-turn lanes, 4 through lanes, 1 right-turn lane
Westbound approach: 2 left-turn lanes, 4 through lanes with shared right-turn lane
Install traffic signal

Driveway 2 at Murrieta Hot Springs Road

Northbound approach: 1 right-turn lane
Eastbound approach: 4 through lanes, 1 right-turn lane (200 feet minimum storage)
Westbound approach: 4 through lanes with shared right-turn lane

Driveway 3 (Hancock Avenue) at Murrieta Hot Springs Road

Northbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane, 1 right-turn lane
Southbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane
Eastbound approach: 2 left-turn lanes, 4 through lanes, 1 right-turn lane
Westbound approach: 2 left-turn lanes, 4 through lanes with shared right-turn lane
Modify traffic signal

165. Project shall comply with and provide documentation demonstrating compliance with Mitigation Monitoring & Reporting Program (MMRP) Mitigation Measures 10-1, 10-2, and 10-4.
166. Prior to issuance of a building permit, the permittee/owner shall provide pay the project's traffic impact fee (Fair Share Impact Fee established as a dollar amount per square foot of gross building area) as follows:

Building Square Foot Threshold	Traffic Fee per square foot
1 - 537,496	\$0.37
537,497 - 1,240,556	\$3.21
1,240,557 – 1,767,914	\$0.80

This fee implements the fair share fee required to mitigate impacts to specified intersections identified part of MM 10-2.

Sewer & Water

167. Verify capacity of proposed sewer and water systems and provide approval from the Health Department or the governing Sewer and Water District that the proposed sewer and water system is compliant with the District's master plan.
168. The Permittee/Owner shall design and guarantee the construction of all sewer and water improvements necessary to serve this project. Private sewer force mains are not allowed in the public right-of-way unless otherwise approved by the City Engineer.

Utilities

169. The Permittee/Owner shall provide a design to install all existing and proposed utility systems underground. Utility systems include, but may not be limited to, electric lines 32kv and lower, telephone, and cable TV. The utilities shall be designed in accordance with City Codes and utility provider(s).
- A. All applicable appurtenances shall also be coordinated with the building department and engineering department for review of proposed locations. Easements shall also be provided as required.
 - B. If there are any electric lines 33kv and higher, those existing lines will not be required to be placed underground.
 - C. Electric lines not required to be underground shall be relocated to accommodate required public roadway/parkway improvements.
170. Above-ground Edison transformers shall be located behind the right-of-way line. If necessary, retaining walls shall also be located behind the right-of-way and limited to maximum five feet in height. Safety railing is required for retaining wall heights above thirty inches.
171. Permittee/Owner shall provide a design identifying location of all wet utilities (e.g., water, sewer, storm drain, recycled, etc.).

Grading

172. The Permittee/Owner shall provide the following items, but may be required to provide additional items to substantiate the proposed design:
- a. A Grading Plan prepared by a registered Civil Engineer in accordance with currently accepted design standards. The plan shall incorporate Grading Information, Erosion & Sediment Control Measures, Mitigation Measures as applicable, and Site Design & Source Control (Low Impact Development (LID)), as well as Pollutant Control and Hydromodification as applicable.
 - i. The Grading Plan shall include within it the following:
 - 1. A Water Quality Improvement Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department.
 - 2. A Storm Drain Improvement Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department.
 - 3. An Erosion Control Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department.

- b. A Cost Estimate prepared, signed, and stamped, by a registered civil engineer. The cost estimate shall include all costs but not limited to plan preparation, plan check fees, permit fees, bonding, staking, construction costs, erosion control, soils engineering; construction management, etc.
173. The Grading Plan shall be prepared to the satisfaction of the City Engineer and shall also include, but may not be limited to:
- a. Include a topographic map prepared by a Registered Civil Engineer or a Licensed Land Surveyor. The topographic map shall indicate property lines, topographic features and existing and/or proposed structures. Said map shall include two-foot contour lines and/or sufficient spot elevations to clearly represent existing and proposed topographical features, and existing and proposed drainage patterns. Survey shall extend a minimum of 100 feet beyond limits of work. Said map shall also show entire property boundary including any assumed found monuments, and bearings and distances based on record information.
 - b. Depict the limits of grading and provide cross sections as needed.
 - c. Incorporate all recommendations pursuant to the Hydrology/Hydraulic Report prepared for the project.
 - d. Incorporate all stormwater best management practices as quantified in the Water Quality Management Plan.
 - e. Include mitigation measures and project modifications as recommended in the required Geotechnical Report prepared for the project.
 - f. Depict the location of existing or proposed easements within the property boundary, as well as adjacent easement(s) which may impact, or may be impacted by, the project.
174. All onsite storm drain systems shall be privately owned and maintained. Private storm drain systems may connect to public storm drain facilities by installing cleanouts situated immediately adjacent to, and within, the public right-of-way.
175. Pay to City all County of Riverside Development Impact Fees applicable at time of grading permit issuance or as otherwise approved by ordinance. In the event these fees have been previously paid, the Permittee/Owner shall provide proof of payment. Said fees may include, but are also not limited to, the following:
- A. Riverside County Area Drainage Fee
 - B. Kangaroo Rat Fee
 - C. Multiple Species Habitat Conversation Plan (MSHCP) Fee
176. Obtain written clearance, as deemed necessary by the Engineering Department, from the following departments/agencies:
- A. Planning Division

- B. Community Services Department
 - C. Building Division
 - D. Fire Department
 - E. Landscape (Planning Division)
 - F. Sewer and Water District(s)
177. If applicable, the Permittee/Owner shall obtain and provide the City with written clearance or a non-interference letter from Southern California Edison (SCE) prior to grading plan approval. Permittee/Owner shall submit directly to SCE.
178. Loading ramps or truck wells shall be profiled showing the ramp, ramp transitions, and overhead clearances. Drainage collection sump areas shall conform to clean water runoff standards. Loading, unloading, and truck turning movements onsite, along with contiguous adjacent public streets, shall be shown on the grading plan.
179. Development Standards for Off-Street Parking shall conform to Development Code 16.34.070.
180. If blasting of rock is required, a blasting permit will be required as part of the grading permit process. A blasting permit shall be obtained through the Riverside County Sheriff's Department. Notification shall also be provided to the City of Murrieta Police and Fire Departments prior to blasting.
181. If any water wells are found onsite, the intent shall be identified on the grading plan (e.g., if inoperable...to be abandoned; if operable...to be protected in place, etc.). If to be protected in place, easements may apply. Additionally, if to be abandoned, they shall be abandoned in a manner approved by the State Department of Water Resources and Riverside County Health Department. Confirmation of abandonment approval shall be provided to the City.
182. If applicable, a qualified biologist shall delineate jurisdiction areas that are not to be disturbed. Identify the installation of some type of barrier fence to delineate the areas of avoidance.
183. Construction fencing shall be placed so as not to interfere with sight distance and comply with City Std. No. 214.
184. City-maintained drainage facilities located outside of city right-of-way shall be accompanied with proper public drainage easements to be reviewed and approved by the City and recorded on a city-approved format.
- A. All storm drain easement widths shall adhere to Riverside County's storm drain easement width chart and have a maximum cross slope of 5%.
185. All existing property monuments within or abutting this project site shall be preserved. If such monuments are damaged or destroyed, the Permittee/Owner shall retain a licensed land surveyor or a qualified registered civil engineer to reset those monuments per City Standards and file the necessary information with the County Recorder's office as required by California Business and Professions Code Section 8771. If damaged,

existing monuments that are no longer relevant do not have to be replaced, subject to approval by the City Engineer.

Geotechnical

186. A comprehensive geotechnical report shall be prepared by a registered Geotechnical Engineer and submitted to the engineering department as part of the initial grading plan check.

A. The report shall address in-situ soils conditions; shall provide the following, but not be limited to:

- i) a percolation/infiltration analysis;
- ii) identify any geotechnical hazards for the site;
- iii) provide recommendations for the construction of engineered structures,
- iv) provide preliminary pavement sections,
- v) provide slope stability analysis,
- vi) identify faults that may affect the proposed project and confirm buildings meet setback requirements, as applicable.
- vii) evaluate slope stability and potential effect of proposed construction on nearby slopes, public right-of-way and neighboring properties.
- viii) Address the feasibility of long-term infiltration of stormwater runoff onsite, and if subdrains will be required for any proposed infiltration BMPs.
- ix) Provide recommendations for any special construction methods as necessary.

B. All recommended measures identified in the report shall be incorporated into the project design. If located in a Geologic Special Study Zone, the report may, at the discretion of the City Engineer, be subject to a third-party review. If third party review is required, the Permittee/Owner must submit an application and schedule to have any open trenches inspected by a City-approved third-party reviewing consultant.

187. If project is determined to be a "Priority Development Project", a geotechnical engineer, civil engineer, certified engineering geologist or certified hydrogeologist shall prepare a percolation analysis and determine infiltration rates for the purpose of determining water quality best management practices (i.e., Water Quality Management Plan).

A. See Appendix A, Section 1.8 – Final Report, of the Riverside County Low Impact Development BMP Design Handbook, as a guide for preparing the analysis.

B. Infiltration testing requirements shall adhere to Appendix A – Infiltration Testing, of the Riverside County Low Impact Development BMP Design Handbook (e.g. Table 1 Infiltration Testing Requirements).

- C. A note shall be added on the grading plan identifying the infiltration rates used in the WQMP. If BMP locations differ, laterally and/or vertically, from the WQMP, additional infiltration tests may be required to be conducted and submitted for review and approval by the City.

Water Quality Management Plan (WQMP)

188. The Permittee/Owner shall provide a Water Quality Management Plan (Report) prepared by a registered Civil Engineer in accordance with currently accepted design standards.
189. Water Quality Improvement Plans (WQIP) shall be integrated with the grading plans and included as part of the grading plans. Prior to final approval of the grading plans, the grading plans shall be in conformance with the Project-Specific WQMP.
190. A Final Project-Specific WQMP shall be submitted to the City for approval with the grading plan check application and approved by the Engineering Department prior to issuance of a grading permit. The WQMP shall include, but not be limited to, the following:
- A. The Permittee/Owner, assigns, or heirs shall allow the City to enter the premises to conduct periodic inspections to ensure that the WQMP is being implemented, maintained, and to review the inspection and maintenance records.
 - B. Prepare a hydromodification analysis utilizing continuous simulation of the geomorphically significant flows starting at 10% of the 2-year runoff and up to the 10-year runoff (85th percentile Design Capture Volume (DCV)). The analysis must have a maximum interval of 1-hour, or 15-minutes, and contain a minimum of 37 years of data.
 - C. The 85th percentile DCV of on-site drainage shall be treated on site in accordance with the current NPDES MS4 Permit and the City's latest Water Quality Management Plan. The drainage shall be treated onsite prior to entering public right-of-way.
 - D. When continuous simulation is prepared, and acceptable, the continuous simulation may be used in-lieu of the 1, 3, 6 and 24-hour duration for the 2, 5, and 10-year frequency storms, if applicable.
 - E. The WQMP shall incorporate, but not be limited to, the following:
 - i) Site design BMP's,
 - ii) Source control BMP's,
 - iii) Pollutant control BMP's,
 - iv) Hydromodification
 - v) The WQMP shall identify affected and 303(d) receiving water bodies, applicable water-quality objectives, total maximum daily loads (TMDLS), pollutants of concern for the project type, and estimates for post-construction discharge rates (with all BMPs in place), and demonstrate that the project

pollutant loads will be treated in accordance with the most current NPDES MS4 permit and will not cause a violation of the water quality objectives. The structural treatment and hydro-modification controls shall remove project pollutants anticipated to be generated by the project for the benefit of downstream impaired water bodies listed by the SWRCB 303(d) to a medium removal efficiency or better for the pollutants of concern.

- vi) Long term operation and maintenance requirements, inspection and maintenance checklist;
 - vii) Record a restrictive covenant to ensure operation, maintenance, funding, and transfer of requirements.
 - viii) The post-construction best management practices (BMPs) outlined in the approved Final project-specific WQMP shall be incorporated in the grading plans.
- F. A Water Quality Maintenance Agreement shall be recorded with the County Recorder and proof of the recordation shall be provided to the City. The agreement shall include summaries of water quality/hydromodification facilities and operations & maintenance.
- i) The Maintenance Agreement shall identify public BMPs to be maintained by the development's assigned entity.
 - ii) The agreement shall also identify if the development's assigned entity fails to maintain said BMP(s) the City is authorized to maintain or replace BMP(s) for continued compliance and shall be reimbursed by the assigned entity.
- G. A copy of the Final Project-Specific WQMP shall be kept onsite at all times. The Permittee/Owner shall make the occupants, tenants, staff, employees, and contractors aware of this document and educate them on the contents.
191. The project shall demonstrate infiltration abilities by converting the percolation tests taken at locations of proposed infiltration/biofiltration BMPs. Proposed BMPs shall be per the guidelines of the City of Murrieta's 2018 Santa Margarita Region Water Quality Management Plan and the most current order under the National Pollutant Discharge Elimination System (NPDES) Permit initiated under section 2 of the Federal Clean Water Act. The most current order shall be incorporated, as applicable.
192. The grading plan shall add a note to confirm the infiltration rates coincide with the rates used in the Water Quality Management Plan. If BMPs are to be placed in areas and/or depths different from the original infiltration testing, thereby posing potentially different infiltration rates from those originally obtained, new infiltration testing may be required, and BMP designs may be impacted.
193. It is the responsibility of the Permittee/Owner to ensure all applicable BMPs are correctly utilized as referenced in the California Stormwater Quality Association (CASQA) BMP Fact Sheet, and all maintenance measures implemented.

194. Where applicable, provide 12 foot wide x 6 inch thick concrete paved access to storm drain facilities with 12 percent maximum grade. Turnarounds are required, but may be waived depending on overall accessibility and, at the discretion of the Public Works Director.
195. The Permittee/Owner shall submit, for City review and approval, a mechanism ensuring ongoing long-term maintenance for the onsite post-construction Best Management Practices (BMPs).

Hydrology & Hydraulics

196. The Permittee/Owner shall provide a Hydrology & Hydraulics Reports prepared by a registered Civil Engineer in accordance with currently accepted design standards.
197. Ensure the Report addresses any proposed commingled flows from adjacent properties, unless procedures are incorporated to otherwise convey and properly dispose of the flows without commingling.
198. Alteration to the existing drainage pattern, including concentration or diversion of flows, are not allowed, unless the Permittee/Owner obtains permission and/or agreements from the affected property owner(s). This may involve, but is not limited to, obtaining notarized/recorded letters of permission and/or agreements, securing drainage easements and/or ponding easements, constructing adequate drainage improvements, and providing a maintenance mechanism for private drainage facilities.
199. The Permittee/Owner shall be responsible for mitigating impacts created by changes in drainage runoff course, water quality, hydro-modification, concentration, or quantity to the satisfaction of the City Engineer for both on-site and off-site drainage.
200. Accept and properly dispose of all offsite drainage currently flowing onto and/or through the site.
201. If possible, all drainage shall be conveyed onto public property. Cross lot drainage shall not be allowed. Where unavoidable, proper permissions, agreements, and easements shall be obtained by the Permittee/Owner.
202. The report shall show all existing and proposed onsite and/or offsite public and/or private drainage facilities intended to discharge the runoff. The study shall include a capacity analysis verifying the adequacy of the drainage facilities. Runoff from the development or partial phase of development of the property shall meet the following criteria:
 - A. Permittee/Owner shall be responsible for mitigating impacts created to changes in drainage runoff course or quantity, for both on-site and off-site drainage, to the satisfaction of the City Engineer.
 - B. Do not significantly exceed the existing natural discharge quantities.
 - C. Street storm flows shall not exceed top of curb for the 10-year storm event.
 - D. Must contain storm flows within the street right-of-way for the 100-year event.

- E. All inlets, outlets, pipes, channels, basins, etc. must be capable of conveying the 100-year storm.
 - F. Sump conditions shall be designed to convey the 100-year storm flows
 - G. Secondary emergency escape path shall be provided.
 - H. If the project discharges/connects to an off-site detention basin, provide permission to drain/connect from the owner of basin or system. Off-site detention basins require a Declaration of Dedication. All detention measures shall have positive drainage with a minimum 48-hr draw-down time and be empty within 72 hours.
 - I. Standing water is not permitted.
 - J. Detention for projects that are 10 acres or greater shall analyze for the 1, 3, 6 and 24-hour duration for the 2, 5, and 10-year frequency storms.
203. When continuous simulation is prepared (see Water Quality Management Plan section), and acceptable, the continuous simulation may be used in-lieu of the 1, 3, 6 and 24-hour duration for the 2, 5, and 10-year frequency storms, if applicable.

Storm Water Pollution Prevention Plan (SWPPP)

204. The development shall comply with all applicable regulations established by the United States Environmental Protection Agency (USEPA) as set forth in the National Pollution Discharge Elimination System (NPDES) permit requirements for urban runoff and stormwater discharge and any regulations adopted by the City pursuant to the NPDES regulations and/or requirements. Furthermore, the Permittee/Owner may be required to file a Notice of Intent with the State Water Resources Control Board to obtain coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction Activity and may be required to implement a SWPPP concurrent with the commencement of grading activities. SWPPPs shall include construction pollution prevention and pollution control measures. The applicant shall comply with all the provisions of the Clean Water Program during and after all phases of the development process, including but not limited to: mass grading, rough grading, construction of street and landscaping improvements, and construction of structures.
205. An adequate SWPPP shall be available to State and City Inspectors at the job site prior to commencing construction. The Permittee/Owner shall be responsible for implementation, monitoring, operation, and maintenance of the SWPPP until all construction is completed and improvements have been accepted by the City.
206. This document must minimize the disturbed area, label the total disturbed area, and identify equipment and material storage areas.
207. All grading activities shall minimize dust through compliance with AQMD Rule 403, which requires watering during earth moving operations.
208. All open or undeveloped land shall be maintained to prevent wind/water erosion of said land. All disturbed undeveloped land shall be planted with interim landscaping or stabilized with other erosion control measures.

209. The Permittee/Owner shall design and install the irrigation system so runoff does not discharge into the street or storm drain system.
210. Grading during the wet season should identify additional BMP's for rain events that may occur as necessary for compliance with the Santa Margarita Region MS4 Permit.
211. A copy of the Notice of Intent (NOI) and Waste Discharge Identification (WDID) number from the State Water Resources Control Board shall be identified on the SWPPP.
212. A Notice of Termination (NOT) can then be filed with the State Water Resources Control Board. Grading during the wet season should identify additional BMP's for rain events that may occur as necessary for compliance with the Santa Margarita Region MS4 Permit. This document must minimize the disturbed area, label the maximum disturbed area, and identify equipment and material storage areas.
213. Erosion and sediment control details shall be submitted on the grading plans to the City's Engineering Division for review and approval. The details shall conform to City standards, codes and ordinances, and the current State Water Resources Control Board (SWRCB) General Construction Permit (GCP), as applicable. The details shall include landscaping and irrigation systems on exposed slopes to achieve the General Construction Permit required coverage criteria, and for acceptance by the City's Engineering Department.

Final Map

214. The Permittee/Owner shall submit a Final Map prepared in accordance with the City of Murrieta Development Code and California Subdivision Map Act. The final map shall be prepared by a licensed land surveyor or qualified registered civil engineer.
215. The Final Map shall include the following "Improvement Note(s)" to identify required improvements prior to city-specified benchmarks (e.g., any permit issuance), in accordance with the Subdivision Map Act Section 66411.1. The following improvements notes shall be added on the Final Map:
 - A. All public improvements, as identified per the conditions of approval and/or approved per the improvement plans, shall be completed, and accepted/as-built, prior to the first certificate of occupancy.
216. Prepare and record an Owner's statement acceptable to the City Engineer with a note to the effect that the property owner is responsible for the maintenance of the parkway lighting, landscaping and irrigation, and any applicable water quality treatment facilities/devices.
217. On-site public drainage facilities located outside of public right-of-way shall be contained within public drainage easements as determined to be necessary. A note shall be added on the Final Map stating, "*Public drainage easements shall be kept free of buildings and obstructions.*"
218. Prior to approval of the Final Map, the Permittee/Owner shall submit an application and

pay a fee for the city administrator to reapportion any existing assessment district liens. The fee proposal from Willdan Financial Services includes a base amount and per parcel charge so the total amount will vary depending on number of parcels.

219. Easements, when required for roadway, slopes, landscaping, drainage facilities, utilities, etc., for either onsite or offsite, shall be shown on the Final Map. The Permittee/Owner shall incur all costs associated with the formation of a suitable maintenance district or other mechanism to maintain all associated roadway, slope, landscape, and drainage easements, including access.
220. All offers of dedication and conveyances shall be submitted for review and approval, and recorded as directed by the Engineering Department.
221. All easements and/or right-of-way dedications shall be offered on the Final Map to the City, or other appropriate agency, and shall continue in force until the City, or other agency, accepts or abandons/rejects such offer(s). All dedications shall be free from all encumbrances as approved by the Engineering Department.
222. Relinquish and waive abutter's right of access to and from Murrieta Hot Springs Rd, excepting those areas as shown on the approved tentative map.
223. Any proposed vacation(s) and/or abandonment(s) of existing right of way or public easements shall be shown on the Final Map, or per separate document(s) as approved by the City Engineer. Vacations and/or abandonments may be required to be approved prior to issuance of a grading permit.
224. Proof of payment of any, and all, delinquent property taxes shall be provided prior to recordation of the Final Map.
225. Provide an electronic copy of the Final Map in a PDF format and AutoCAD format, to the satisfaction of the City's GIS Department. A hard copy may also be required.

PRIOR TO ISSUANCE OF BUILDING PERMITS

226. The Permittee/Owner shall coordinate with the City's Construction Manager with approved/signed grading and/or improvement plans and grade/construct per said plans, as approved by the City Engineer.
227. The Permittee/Owner shall provide a copy of the recorded map and/or agreements to the Building Department and Engineering Department. Electronic and hard copies may be required, at the discretion of the City Engineer.
228. All easements, agreements of improvements, and dedications for required rights-of-way shall be approved by the Engineering Department.
229. Grading plans, with building pad location and elevation information, shall be approved, to the satisfaction of the City Engineer.
230. The building pad shall be certified by a registered Civil Engineer for location and

elevation. Additionally, the Soils Engineer shall issue a Final Soils Report addressing compaction and site conditions.

- 231. The Permittee/Owner shall pay to the City all applicable Development Impact Fees as required by, and in accordance with, City Ordinance 196-98, Resolution No. 08-2107 and Resolution No. 16-3602, or most recently adopted DIF Resolution.
- 232. The Permittee/Owner shall pay to the City the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) based on the applicable rates at time of permit.

DURING CONSTRUCTION

- 233. The Permittee/Owner shall coordinate with the City's Construction Manager with approved/signed grading and/or improvement plans and grade/construct per said plans, as approved by the City Engineer.
- 234. Permittee/Owner shall construct all public improvements, per the approved and bonded improvement plans, as approved by the City Engineer.
 - a. Minor field changes may occur at the discretion of the City's Construction Manager.
 - b. Changes other than minor shall be submitted to the engineering department as a construction change submittal for review by engineering and approval by the City Engineer.
- 235. The Permittee/Owner shall construct all onsite grading improvements, per the approved and bonded grading plans, as approved by the City Engineer.
 - a. Minor field changes may occur at the discretion of the City's Construction Manager.
 - b. Changes other than minor shall be submitted to the engineering department as a construction change submittal for review by engineering and approval by the City Engineer.
- 236. If applicable, a qualified biologist shall delineate jurisdictional areas that are not to be disturbed. Barrier fencing shall be installed, as approved, delineating the areas of avoidance. Once construction is completed, the same qualified biologist shall certify that no jurisdictional area was disturbed or damaged.
- 237. Construction fencing shall be placed so as not to interfere with sight distance and comply with City Std. No. 214.
- 238. If dirt or construction debris is to be transported into, or off, the site, a haul permit will be required as part of the grading permit process. Both import and export locations must be permitted sites. If so, submit a proposed haul route plan and comply with all conditions and requirements the City Engineer may impose to the hauling operation.
- 239. The exact depth of street structural section and subgrade requirement shall be based on subgrade "R" value tests in the field and the appropriate Traffic Index for the type of street, as determined by the Geotechnical Engineer and the City Standards, whichever

is greater.

240. If any water wells are found onsite, they shall be protected in place or abandoned, as approved by the State Department of Water Resources and Riverside County Health Department. Confirmation of abandonment approval shall be provided to the City.
241. The Permittee/owner shall confirm the infiltration rates coincide with the rates used in the Water Quality Management Plan. If BMPs are to be placed in areas and/or depths different from the original infiltration testing, thereby posing potentially different infiltration rates from those originally obtained, new infiltration testing may be required and BMP designs may be impacted.
242. The Permittee/Owner shall construct all sewer and water improvements necessary to serve this project. Private sewer force mains are not allowed in the public right-of-way unless otherwise approved by the City Engineer.
243. The Permittee/Owner shall install all existing and proposed utility systems underground, including electric lines 32kv and lower (as applicable), telephone, and cable TV, in accordance with City Codes, the utility provider, and as approved by the City Engineer. All applicable appurtenances shall also be installed. Easements shall also be provided as required.
244. Above ground Edison transformers shall be installed behind the right-of-way line, as approved.
245. Obtain clearance from the dry utility companies and gas company.
 - a. Permittee/Owner shall install all dry, wet, and gas utilities prior to the placement of final cap or lift of asphalt pavement to avoid new street improvements from being marred by saw cuts, potholes, equipment, etc.
246. The building pad shall be certified by a registered Civil Engineer for location and elevation. Additionally, the Soils Engineer shall issue a Final Soils Report addressing compaction and site conditions.
 - a. Building pad certification shall be obtained prior to building footing inspection.
 - b. Building pad certification shall be obtained prior to building foundation cement pour.
247. The approved Storm Water Pollution Plan (SWPPP) shall be available onsite at all times from the Notice to Proceed until the issuance Notice of Termination. Moreover, the Permittee/Owner shall be responsible for implementation, monitoring, operation and maintenance of the SWPPP until all construction is completed and improvements have been accepted by the City.
248. The Permittee/Owner shall provide a construction area Traffic Control Plan, if required by the Traffic Engineer. The plan shall be prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department. The

Traffic Control Plan shall address roadway widening / street closures / median improvement, detour or other disruption to traffic circulation as required by the Engineering Department.

249. Traffic signal improvements shall be installed/constructed to coincide with the street improvements as approved by the City Engineer.
250. Permittee/Owner shall provide proof of dedication of easement to the City for access and maintenance of any traffic equipment.
251. The Permittee/Owner shall reconstruct existing handicap access ramps within the public right-of-way, and adjacent to the project, to current ADA requirements, as approved by the City Engineer.
252. All existing street monuments within or abutting this project site shall be preserved. If such monuments are damaged or destroyed, the Permittee/Owner shall retain a licensed land surveyor or a qualified registered civil engineer to reset those monuments per City Standards 617a, 617b, 617c, and file the necessary information with the County Recorder's office as required by California Business and Professions Code Section 8771. If damaged, existing monuments that are no longer relevant do not have to be replaced, subject to approval by the City Engineer.
253. For reconstructed existing street(s) and/or intersection(s), street centerline monuments shall be set per City Std. 617a, 617b, and 617c, and elevations provided, unless specified otherwise by the City Engineer, or assignees.
 - A. Set street centerline monumentation for the following street(s) and/or following intersection(s):
 - i) Murrieta Hot Springs Rd & Monroe Ave.
254. Centerline tie notes may be provided, when applicable as noted on City Std. 616, on 8.5 x 11 mylar sheets (identify locations if possible). Prior to installation, each location where tie notes may apply shall be reviewed and approved by the City Engineer, or assignees, to determine monument type to be used.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

255. Prior to the issuance of the first (1st) certificate of occupancy, all public improvements, per the approved public improvement plan(s), shall be constructed, completed, and accepted/as-built, to the satisfaction of the City Engineer.
256. Prior to, but not necessarily the last, issuance of all certificates of occupancy, final grading of the subject property shall be constructed, completed, and accepted/as-built, to the satisfaction of the City Engineer.
257. All sewer and water improvements shall be constructed, completed, and accepted in accordance with the Sewer and Water District standards.

258. All existing and proposed dry, wet, and gas utility lines have been undergrounded and/or relocated, and/or easements provided, as necessary.
259. Final Map shall have been recorded, accepted by County, and a copy provided to the City Engineer, in the format requested.
260. If applicable, provide elevations for set Street Centerline Monuments. If approved, provide centerline tie notes per City Std. 616 on 8.5 x 11 mylar sheets for all monuments set.
261. Demonstrate that all treatment control BMP's described in the Final project-specific WQMP have been constructed and installed in conformance with the approved plans and specifications and the Permittee/Owner is prepared to maintain all BMP's described in the approved Final project-specific WQMP.
262. The Permittee/Owner shall prepare and provide an as-built project specific Final WQMP (updated to include any changes made during construction) and demonstrate that an adequate number of copies are available for the future owners / occupants.
 - a. One (1) electronic format shall also be provided to the Department of Engineering, and/or a hard copy as requested.
263. The Permittee/Owner shall demonstrate that the irrigation controller and heads are set so irrigation runoff does not enter the street or storm drain systems.
264. The Permittee/Owner shall disclose to any other property owner(s) they are responsible for the maintenance of the parkway landscaping. And any other work within the public right-of-way will require an encroachment permit from the Engineering Department.
265. The Permittee/Owner shall provide one set of Mylars, scanned copy, and electronic copy of "As-Built" drawings of the grading and improvement plans. The electronic copy shall be in an AutoCAD format to the satisfaction of the City's GIS Department². Coordinate system shall be NAD 1983 State plane California Zone V1 FIPS 0406 Feet.
 - a. The Permittee/Owner shall provide electronic copies (e.g., thumb drive) of the approved WQMP, Hydrology/Hydraulic Report, Final Geotechnical Report, and any other applicable document(s). Said Electronic copies shall be in a Word.doc, PDF format, and/or other acceptable Microsoft format.
 - b. The "As-Built" mylars shall include any, and all, construction changes, as well as all dry, wet, and gas utilities.
266. Obtain written clearance, as deemed necessary by the Engineering Department, from the following agencies:
 - A. Planning Division
 - B. Engineering Department
 - C. Building & Safety Division

- D. Fire Department
- E. Landscape (Planning)
- F. Community Services Department
- G. Sewer and Water District(s)
- H. Utility Companies
- I. Southern California Edison Company

BUILDING DIVISION

General

- 267. All construction shall comply with the current California Building Codes (CBC), and related Codes and Ordinances of the City of Murrieta, as follows: The California Model Codes currently in effect are the 2022 California Codes, based on the 2021 International Residential Code (IRC), 2021 Uniform Plumbing and Mechanical Codes (UPC, UMC), 2020 National Electric Code(NEC), 2021 International Building Code (IBC), 2021 International Fire Code (IFC) and the 2022 California Energy Code, 2022 California Green Building Standard Code ("Cal Green"); and the City of Murrieta Ordinance for Universal Design Residential Dwellings, to include applicable Murrieta City municipal codes.
- 268. Digital sets of plans shall be submitted for all building and exterior site improvements; and shall include building data, building use/occupancy, construction type, actual building square foot area and related building means of egress and ensuing egress discharge to the public right-of-way.
- 269. Architectural site and on-site civil design shall correlate, and details shall comply with accessibility standards of the State of California during plan review.
- 270. Construction plan submittals shall be subject to the current California Green Building Standards Code, wherein provisions for means of achieving material conservation and resource efficiency through construction waste reduction of at least 65% recycling and/or salvage for reuse, diversion, and employment of techniques to reduce pollution through recycling of materials.
- 271. Any proposed exterior lighting shall be shown on building permit plans and shall comply with the City of Murrieta's MMC Sec.16.18.110, Mt. Palomar Lighting Pollution Control Standards and/or equal. LED limits are 4050 lumens maximum per fixture and 3000K kelvin color rendition. Photometric plans are required.
- 272. Separate permits shall be obtained from the City of Murrieta Building & Safety Department, for individual structures and appurtenances e.g., construction trailer(s), parking lot lighting, masonry walls, retaining walls, monument signs, building and monument wall signs, site amenities, EV chargers, temporary power etc. Temporary power and temporary wiring shall comply with the current California Electrical Code.

273. Plans submitted during the permitting process, including but not limited to, site plan, precise grade plans and building architectural features, shall not vary substantially from plans previously reviewed and approved by the Planning, Engineering or other City Departments, without prior authorization from the City Planner, City Engineer and/or Director of Building and Safety.
274. Detectable warnings shall be cast in place and comply with the following:
- A) Detectable warning surfaces shall be yellow and approximate FS 33538 of SAE AMS-STD-595A. (CBC 11B-705.1.1.3.1)
 - B) Detectable Warnings Shall be referenced at all outside curbs and drive lanes.
275. Walkways that are utilized for exterior routes of accessible travel shall be a minimum 48" inches in width, but when parked vehicles (head-in) abut to walkways, they shall be a minimum of 6'ft. wide (vehicle front-end overhang) or, wheel stops shall be used at those vehicle parking spaces. Complete dimensions shall be clearly identified on plans.
276. All Exterior Path of Travels Shall conform to current CA Building Codes and Accessible Standards.
277. Indicate a 12" inch wide step out curb at parking spaces located adjacent to island planters. Construction Details will be required during plan review.
278. All required Accessible spaces shall not be obstructed by landscaping and landscaping diamond/triangle feature areas and these shall not project into required parking space(s) accessibility dimensions.
279. Access to all required Accessible and EV Charging equipment from parking space(s) shall not be obstructed or blocked by any landscaping diamond/triangle areas or any similar physical barriers, such as landscaping features, etc.
280. Van accessible EVCS charging spaces shall be shown as 12' ft. wide and 18' ft. long, with a 5' ft wide by 18' ft. long access aisle. Accessible EVCS that serve a particular building or facility shall be located on an accessible route to an accessible entrance.
281. Van accessible spaces as required by the current California Building Code Chapter 11B shall be configured and shown as 12' ft wide with a minimum 5' ft wide access aisle on the passenger side of the parking space. See clarification below, and note that requirements will be required during plan review:
- a. Required detailed dimensions for Accessible parking spaces shall comply with the following: Van accessible & EV spaces shall be configured as 12' ft minimum width, 5' ft minimum wide access aisle on the passenger side of the vehicle space and 18' ft minimum length.
 - b. Note that striping for EV access aisles that serve only the EV spaces shall not be Blue color used for accessible spaces. The preferred color is Green.
 - c. Typical length of all parking spaces shall be a minimum of 18 feet.

- d. Standard accessible spaces shall be shown as 9' ft minimum width and a minimum 5' ft wide access aisle on a minimum of one side of the space.
282. All "NO Building" Zones Shall be recorded with Riverside County Assessor and referenced/superimposed on the site plan.
283. A pre-construction meeting shall be scheduled with the City of Murrieta Inspector of Record, prior to the first requested inspection.

Building Permit Application:

284. Digital sets of building construction plans shall be submitted, including a set of supplemental current soil report, structural calculations, energy calculations, etc. Submittals shall conform to the Electronic Plan Check Submittal Guide (Building Form IB-110). Plans must conform to Digital Submittal Requirements (Building Form DS-162). Plans shall conform to submittal requirements for new commercial structures (Form DS-136).
285. Plans submitted for building construction shall contain a full-size copy of the Final Approved set of city departments Conditions of Approval.
286. Submit a construction waste management plan (Building Form DS-153) for diversion of materials.
287. Will serve or first release forms from the governing water and sewer districts will be required.
288. Property and/or Building addressing shall be assigned by Planning and incorporated into the plan set, application and all related documents at time of building plan submission.

Prior to Permit Issuance:

289. A Waste Management Plan (Building Form DS-153), which may include a C & D letter from the Waste Management Company for the recycling, reuse and diversion of construction waste materials from landfills is required prior to the permit issuance.
290. All applicable fees and forms shall be paid. This may include TUMF, School, DIF, etc.
291. Verification of an approved, stamped and signed by the City of Murrieta Engineer, grading plan.
292. A fire access plan shall be approved by Murrieta City Fire Marshal and a copy or notice of approval by the City Fire Marshal shall be received by Building & Safety.

Prior to Building Final:

293. Final permit approvals shall be obtained, and any outstanding fees shall be paid to all City Departments, which may include Fire, Planning, Engineering, Building & Safety, and the City Landscape Architect prior to the issuance of a Certificate of Occupancy from the City of Murrieta Building and Safety Division.

294. TCO requests Shall be submitted Seven business days prior to the TCO occupancy request Date (DS-130 Bulletin).

FIRE DEPARTMENT**General:**

295. The project shall comply with all requirements set forth by the California Code of Regulations Title 24 Parts 1-12 respectively.
296. The adopted edition of the California Code of Regulations, Title 24, Parts 1 through 12, and the Murrieta Municipal Code shall apply at the time the architectural plans are submitted for construction permits.
297. Prior to the issuance of any grading permit, the applicant shall provide evidence of sufficient fire flow of 3,000 GPM for 3 hours to the City of Murrieta Fire & Rescue. Murrieta Fire & Rescue Water Available/Fire Flow Form shall be utilized. The fire flow report shall be completed within 6 months of the time of submittal.
298. Prior to the issuance of any grading permit, the applicant shall provide a fire department access plan to the City of Murrieta Fire & Rescue for review and approval. The fire department access plan shall comply with the requirements specified by Murrieta Municipal Code, California Fire Code (CFC), Chapter 5 and Appendix D.
- a. Add a note to the fire access plans that all planter areas adjacent to any fire lane that the planting of trees and landscape shall not encroach into the fire lane and maintain a clear height of 13'-6" beneath the canopy.
 - b. Add a note on the plans that all required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 5-feet shall be maintained at all times. Fire Hydrants shall be centered in a 4-foot x 4-foot concrete pad.
299. Prior to the issuance of any grading permit, the applicant shall submit water improvement plans to the City of Murrieta Fire & Rescue for review and approval. The Developer shall furnish Murrieta Fire & Rescue with three (3) copies of the water improvement plans designed by a Registered Engineer and/or Licensed Contractor. On-site private fire service mains shall have a minimum of eight (8) inch water mains with six (6) inch laterals and risers. Larger pipes may be required to meet required fire flow requirements. Fire hydrants shall provide one 4" port and 2- 2 ½ ports and must be an approved fire hydrant type. The private fire hydrant system must be approved, installed, tested, and accepted, prior to combustible construction.
300. Prior to the issuance of any building permit, the applicant shall install all required fire hydrants and water supplies with the following specific items:
- a. The fire hydrants shall be operational prior lumber drop and building construction. All fire hydrants shall remain operational during construction.
 - b. All required fire hydrants shall be readily visible and immediately accessible and adjacent to the approved fire access road. A clear space of not less than 5 feet shall be maintained. Fire Hydrants shall be centered in a 4-foot x 4-foot concrete pad.

- c. Fire hydrants shall be installed at intersections, at the beginning radius of cul-de-sacs, and every 300 feet of fire access roadways, regardless of parcel size. The size of fire hydrant outlets shall be a minimum of one 4 inch and two 2-½ inch NST outlet as required by the Fire Code official.
 - d. A minimum of two points of connection to public water shall be provided for the private fire-line water.
 - e. The private underground fire-line system shall be a looped design.
 - f. The private underground fire-line system shall have indicating sectional valves for every five (5) appurtenances.
 - g. The Fire Department Connection (FDC) shall be located within 50 feet of a public fire hydrant. The fire hydrant shall be on the same side of the street as the FDC. A vehicle access roadway/approach shall not be placed between the FDC and fire hydrant. A private hydrant may be used to support the FDC provided that an aboveground check valve is installed in a manner that prevents water from the FDC circulating back to the fire hydrant.
301. Prior to the issuance of any building permit, the applicant shall submit fire sprinkler system plans per NFPA13 for review and approval by the City of Murrieta Fire & Rescue.
302. Prior to lumber drop and construction, the general contractor shall install and post a temporary address sign which is clearly visible from the street.
303. Prior to certificate of occupancy, a permanent building address shall be provided and either internally or externally lit during hours of darkness (Mt Palomar lighting requirements apply). The address shall be clearly visible from the street fronting the property. The numbers shall be a minimum of 12" in height with a minimum stroke of 1". The background and numbers shall be highly contrasting.
304. Prior to building final, the building shall be provided with a Knox Lock key box located no more than 6-feet above the finished surfaced and near the main entrance door.
305. For all buildings greater than 10,000 square feet, prior to the issuance of a Certificate of Occupancy each building shall be provided with an emergency radio communication enhancement system that complies with CFC § 510 and MMC § 15.24.200. Plans for the emergency radio communication enhancement system shall be submitted to Murrieta Fire & Rescue for review and approval prior to installation. The system shall be installed and inspected by the Murrieta Fire & Rescue before the Certificate of Occupancy is issued. The requirement can be waived by the Fire Marshal if the building is evaluated by an Emergency Radio Communication Specialist licensed by the FCC, who certifies the building meets the emergency communications capability as specified by the CFC § 510 and MMC § 15.24.200. The certification shall be in the form of a written report which outlines the analysis used in determining the building meets the emergency communications without an enhancement system.

- 306. Murrieta Fire & Rescue approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the CFC.
- 307. Murrieta Fire & Rescue approval shall be obtained prior to any high pile storage (HPS) as defined by the CFC.
- 308. A lighted directory map, meeting current fire department standards, shall be installed at the driveway entrance.

COMMUNITY SERVICE DEPARTMENT

- 309. Prior to approval of street improvement plans, the permittee shall prepare landscape plans for any Murrieta Community Service Department (MCSD) maintained areas.
- 310. Street improvements trigger the developer to install and modify the existing raised landscape medians along Murrieta Hot Springs Road. All landscaping within the raised median shall be installed per Community Service District's (CSD) Standards and Specifications Book. The Standards and Specifications Book can be found online at <http://www.murrietaca.gov/DocumentCenter/View/1259/Community-Services-Department-Standards-and-Specifications-Book-PDF?bidId>. Median landscape plans shall be included with the street improvement plans and reviewed by Public Works /MCSD. Please contact the Parks and Recreation Department at 951-461-6124 to set up an appointment for landscape plan review.
- 311. The applicant shall have in place an Association and/or Property Management to maintain all common areas, irrigation and landscape along the roadways as shown on plan. There appears that no areas will be maintained by the City of Murrieta, Community Services District.
- 312. The applicant shall contact the Murrieta Community Services Department (MCSD) prior to any construction in the existing landscape public right of way area maintained by the MCSD.

POLICE DEPARTMENT

General Conditions

- 313. Prior to building permit issuance, the Permittee/Owner shall coordinate with the Police Department to implement Mitigation Measure 9-1.
- 314. Roof Address Numbering: The number of each independently addressed building on the property shall be marked with a reflective material (vinyl or paint), or in a color that contrasts the color of the roofing material. The lettering must be at least 24 inches in height so that the address can be viewed from the sky and is on the flat portion of the roof of the building and does not negatively impact the aesthetics of the project. The

lettering must be positioned so that the address faces the direction of the corresponding street for which the address is assigned.

315. A "No Smoking" sign shall be placed outside the main entrances of any business in compliance with 5.23.060(a) MMC and referencing this section to prevent smoking within 15 feet of entrances. The signs must be at a minimum, 12" high by 9" wide and clearly state "No Smoking within 15 feet of doorway" with the universal no smoking logo on the sign and section 5.23.040(a) MMC referenced on the sign.

WATER DISTRICT

316. The Permittee/Owner shall meet all requirements established by the Eastern Municipal Water District. Prior to issuance of building permits, the permittee shall meet with the Eastern Municipal Water District to develop a plan of service, which shall detail water, wastewater and recycled water requirements to serve the project.

SCHOOL DISTRICT

317. Prior to the issuance of building permits, the Permittee/Owner shall pay the school district the required mitigation fee in effect at the time of request.

END CONDITIONS

**CONDITIONS OF APPROVAL
FOR
TENTATIVE TRACT MAP NO. 38622 (TTM-2022-2706) (EP&L # MAP-2023-00013)
(ASSOC W/DP-2022-2705 (EPL # DP-2023-00017)
AUGUST 20, 2024**

GENERAL:

Tentative Tract Map 38622 represents the subdivision of a 64.28-gross acres parcel into twenty-three (23) parcels totaling 63.56 acres and five (5) lettered parcels totaling 0.72 acres within Specific Plan 276 (The Triangle), (APNs: 910-390-001 through 910-390-003, 910-400-001 through -018, 910-390-008 through -022) in conjunction with Development Plan 2022-2705 ("Project"). This permit runs with the land and shall be binding upon Permittee/Owner of the subject property ("Property Owner") and all subsequent successors in interest to the Permittee/Owner as to such land.

1. The Subdivider/Owner shall defend (with attorneys approved by the City), indemnify and hold harmless the City of Murrieta, its agents, officers, and employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul an approval of the City, its advisory agencies, appeal boards, or legislative body concerning this approval of Tentative Tract Map 2022-2706. The City will promptly notify the Permittee/Owner of any such claim, action, or proceeding against the City and will cooperate fully in the defense.
2. Any fees due the City of Murrieta for processing this project shall be paid to the City within thirty (30) calendar days of final action by the approval authority ("Effective Date"). Failure to pay such outstanding fees within the time specified shall invalidate any approval or conditional approval granted. No permits, site work, or other actions authorized by this action shall be processed by the City, nor permitted, authorized or commenced until all outstanding fees are paid to the City.
3. The land division hereby permitted is to subdivide an existing 64.28-gross acre project area consisting of multiple existing parcels into twenty-three (23) parcels. Any proposed change substantially different than the approved tentative map shall require an amendment to this approval in accordance with the Triangle Specific Plan 276.
4. The project shall be in substantial conformance with all adopted environmental mitigation measures, any written project proposal information and any verbal agreements or representations made by applicant to the decision making body as part of its consideration of the project that are incorporated into the final written conditions of approval. Any proposed change substantially different than the approved project shall require an amendment to this approval in accordance with the Development Code.
5. Pursuant to Section 711.4 of the State of California Fish and Game Code, the permittee is required to pay a \$50.00 handling fee and a certification fee for the filing of a Notice of Determination related to the Triangle (Murrieta Springs Mall) Subsequent EIR. Said fees shall be paid to the Clerk/Recorder of the County of Riverside at the time the Notice of Determination is filed pursuant to Section 21152 of the Public Resources Code. If this fee is not paid, the approval of this project shall not be operative, vested, or final. To comply with State-mandated timelines for filing a Notice of Determination, the applicant

shall file the NOD electronically to the Riverside County Clerk/Recorder's Office. Failure to remit the required fee in full within the time specified above will result in a delay of the start of the 180-day statute of limitations (SOL) on Court challenges to the approval under CEQA, whereas recordation of the NOD within five (5) days of project approval limits the SOL to 35 days. In order to comply with State mandated timelines for filing of a Notice of Determination, the above fee must be paid within **five (5)** days after the date of final approval.

6. Tentative Tract Map 38622 shall record within three (3) years from the date of the approval or it shall become null and void unless an extension of time is granted pursuant to City requirements.
7. Prior to the expiration of this approval, the Permittee/Owner may request an extension of time in accordance with The Triangle Specific Plan 276 Section 4.2.2.
8. The development of the premises shall comply with the standards of The Triangle Specific Plan, City's Development Code, and all other applicable State and Federal Codes.
9. Subsequent modifications of this map approval shall be pursuant to The Triangle Specific Plan Section 4.2.2. and Development Code Section 18.86-Subdivisions.
10. The Subdivider/Owner shall pay all applicable impact and/or mitigation fees or provide proof that all required fees have been paid in accordance with City policies and ordinances in effect at the time of permit issuance.
11. In the event the use(s) hereby permitted under this permit is: (a) found to be in violation of the terms and conditions of this permit; (b) found to have been obtained by fraud or perjured testimony; or (c) found to be detrimental to the public health, safety or general welfare, or a public nuisance; this permit shall be subject to the revocation procedures in Section 16.82 of the Development Code.
12. This land division shall comply with the State of California Subdivision Map Act and with all requirements of the City's Development Code, and all other applicable State and Federal codes.
13. The Permittee/Owner shall obtain approval of all necessary plans for the construction of the new structure proposed by the project on the subject property in accordance with the Murrieta Development Code. Such plans include, but are not limited to, site plans, floor plans, building elevations, grading plans and landscaping plans.
14. The City is located within the Mt. Palomar Special Lighting Area, as defined in Section 16.18.110 of the Development Code, low pressure sodium vapor lighting or overhead high-pressure sodium vapor lighting with shields or cut off luminaries, or other complying lighting shall be utilized.
15. The Permittee/Owner shall comply with and implement all applicable Mitigation Measures (MM) and Project Design Features (PDF) contained in the Mitigation

Monitoring & Reporting Program (MMRP), as identified in the Subsequent Environmental Impact Report (SEIR).

For each permit request, the applicant shall submit a Mitigation Monitoring & Reporting Program (MMRP) Compliance Plan indicating the items that are being implemented or satisfied, accompanied by the proof of how the mitigation measure is satisfied. The format shall be in the form of a binder containing the following: (1) cover sheet indicating the permit request phase, (2) table of contents, (3) copy of the MMRP filled out indicating items addressed, (4) supporting information demonstrating compliance

16. Applicant acknowledges that the City's approval of this application is based on the Applicant's conceptual plans for various improvements, including but not limited to all off-site improvements, emergency access, building elevations, floor plans, landscaping and irrigation, site grading and drainage, ADA accessibility, sight lighting, and on-site parking and circulation. Prior to issuance of any permits, the Applicant shall submit final design plans to the City for review and approval. The plans shall meet or exceed the requirements of the City's adopted codes and other policies and programs in order to receive the required permits and any subsequent approvals.
17. The Subdivider, or any successor-in-interest to the land divider, shall be responsible for maintenance and upkeep of the proposed parcel and any slopes, landscaped areas and irrigation systems on the subject property.
18. Walls or retaining walls proposed on-site shall be decorative and be comprised of a split face or other decorative block material or approved geofabric interlocking landscape walls. All proposed walls shall comply with The Triangle Specific Plan and Development Code (Section 16.22) with regards to setbacks and height limitations.
19. The project shall comply with the provisions pertaining to construction activity as stated in Section 16.30.130 of the City of Murrieta Municipal Code:
 - a. The operation of tools or equipment used in construction, drilling, repair, alteration, or demolition work is prohibited between Monday through Saturday, from 7 P.M. and 7 A.M., or at any time on Sundays or holidays.
 - b. Construction activities must be conducted in a manner that the maximum noise levels at the affected structures would not exceed those listed in section 16.30.130.
 - c. All mobile or stationary internal combustion engine powered equipment or machinery shall be equipped with suitable exhaust and air-intake silencers in proper working order.

Prior to Grading Permit Issuance

20. Grading plans must be reviewed by the Planning Division for compliance with the approved site plan.
21. Prior to the issuance of grading permits, the project Subdivider shall comply with the provisions of any existing City ordinance that has been established as a mitigation

measure for the Stephens' Kangaroo Rat. These ordinances may include fee schedules, mechanisms for protecting habitat, or a combination thereof.

22. If the project is to be phased, a phasing plan shall be submitted and approved prior to grading permit issuance.
23. A minimum of 30-days prior to the placement of a construction trailer, a Temporary Use Permit application shall be submitted for review and approval.
24. Prior to issuance of a street improvement plan, plans shall show the location of a bus turnout on Murrieta Hot Springs Road (MMRP PDF 2-3/ PDF 10-7) The bus turnout and shelters located on Murrieta Hot Springs Road shall include a roof canopy, seating, and shade trees nearby to provide shelter for riders.
25. Prior to any ground disturbance or issuance of any grading plan, the Permittee shall submit a report prepared by a qualified biologist to the City documenting absence of Crotch's bumble bee from the project site.

Prior to Final Map Recordation

26. After approval of the Tentative Map and prior to the expiration of the map, the Subdivider shall cause the real property included within the Tentative Map, or any part thereof, to be surveyed and a Final Map (application) be submitted to the Engineering Department for review and approval.
27. The Final Map shall include easements and documentation for emergency access, legal access to each parcel, reciprocal access, and parking, including provisions for shared parking (if applicable).
28. The land divider shall prepare an Environmental Constraints Sheet (ECS) in accordance with Section 16.98.060.R of the City's Development Code, which shall be filed simultaneously with the plan check review of the final map. A note shall be placed below the surveyor's notes on the final map stating the following:

"ENVIRONMENTAL CONSTRAINTS NOTE: Environmental Constraints Sheet Affecting this map is on file in the E.C.S. Book____, Page____. This note affects Lots Nos.____ or Parcel No.____."
29. The ECS shall be labeled "ENVIRONMENTAL CONSTRAINTS SHEET" in the top margin. Applicable items shall be shown under a heading labeled "Environmental Constraints Notes" and shall contain the following statement:

"The environmental constraint information shown on this sheet is for informational purposes describing conditions as of the date of filing and is not intended to affect record title interest. This information is derived from public records or reports and does not imply the correctness or sufficiency of those records or reports by the preparer of this map sheet."
30. The following notes shall be placed on the Environmental Constraints Sheet:

- a. "This property is subject to lighting restrictions as required by Murrieta Municipal Code (MMC) Title 16.18.110 (Mount Palomar Lighting), which are intended to reduce the effects of night lighting on the Mount Palomar Observatory. All proposed outdoor lighting systems shall be in conformance with MMC 16.18.110."
 - b. The natural watercourse that traverses Parcels 19, 20, 21, 22, and 23 shall be delineated and labeled on the environmental constraint sheet to accompany the final map. Notes shall be placed on the environmental constraint sheet stating that unless otherwise permitted pursuant to separate approvals by the appropriate state and federal regulatory agencies:
 - i. "The water courses must be kept free of all buildings and obstructions." and
 - ii. "No disturbances may occur within the boundaries of the of the constraint areas."
 - iii.
 - c. "A cultural resources assessment was prepared for this property on July 16, 2008, by Brian Glenn of BonTerra Consulting" and is on file at the City of Murrieta Planning Division. The property is subject to surface alteration restrictions based on the results of the report."
31. The permittee/owner shall submit the following documents to the City for review and approval by the City Attorney. The intent is to establish a Declaration to insure maintenance of the landscaping, parking spaces (lot), detention basin(s) (drainage), common area(s) and reciprocal access and shared parking requirements.
- a. A cover letter identifying the project for which approval is sought;
 - b. A signed and notarized declaration of covenants, conditions, and restrictions ("Declaration"); and
 - c. A sample document conveying title to the purchaser of an individual lot or unit which provides that the lot is subject to the Declaration.
 - d. The Declaration submitted for review shall (a) provide for a minimum term of 60 years, (b) provide reciprocal easements for ingress, egress, and parking, including shared parking (c) provide the Declarant to maintain the common areas and improvements, and (d) contain the following provisions verbatim:
 - i. "Notwithstanding any provision in this Declaration to the contrary, the following provision shall apply:
 - ii. The Declarant shall manage and continuously maintain the 'landscape area, parking spaces (lot), detention basin(s) (drainage), and common area(s) set forth in the.
 - iii. The Declarant shall have the right to assess the owners of each individual parcel for the reasonable cost of maintaining the Common Areas and Common Area Improvements and shall have the right to lien the property of any such owner who defaults in the payment of a maintenance

assessment. An assessment lien, once created, shall be prior to all other liens recorded subsequent to the notice of assessment or other document creating the assessment lien.

- iv. The provisions of the Declaration set forth above shall not be terminated, substantially amended, or property deannexed therefrom absent the prior written consent of the Development Services Director of the City of Murrieta or the City's successor-in-interest.
- v. A proposed amendment shall be considered substantial if it affects the extent, usage or maintenance of the 'landscape area, parking spaces (lot), detention basin(s) (drainage) and common area(s)' legal access, emergency access, or reciprocal easement established pursuant to the Declaration."

In the event of any conflict between this Declaration and the Articles of Incorporation, the Bylaws or the property owners association Rules and Regulations, if any, this declaration shall control.

Once approved by the City Attorney, the Declaration shall be recorded prior to final map recordation. A copy of the Declaration shall be provided to the City and retained for the project file at City Hall.

Prior to Building Permit Issuance

- 32. Tentative Tract Map 38622 shall be recorded. For any proposed buildings crossing over property lines, a lot line adjustment or parcel map shall be recorded.
- 33. Project shall demonstrate the tentative map/final map is consistent with Development Plan 2022-2705 or any subsequent approved Development Plan or revision thereof.

General Plan Mitigation Measures

- 34. (AES-2) During Pre-Construction and Construction documents shall include language requiring that construction vehicles be kept clean and free of mud and dust prior to leaving the development site. Streets surrounding the development site shall be swept daily and maintained free of dirt and debris.
- 35. (AES-3) During Pre-Construction and Construction worker parking may be located off-site with prior approval by the City. On-street parking of construction worker vehicles on residential streets shall be prohibited.
- 36. (CR-2) During Excavation and Grading Activities-In the event that cultural resources (archaeological, historical, paleontological) resources are inadvertently unearthed during excavation and grading activities of any future development project, the contractor shall cease all earth-disturbing activities within a 100-foot radius of the area of discovery. If not already retained due to conditions present pursuant to Mitigation Measure CR-1, the project proponent shall retain a qualified professional (i.e., archaeologist, Native American Tribal monitor), subject to approval by the City of Murrieta to evaluate the

significance of the find and appropriate course of action (refer to Mitigation Measures CR-1 and CR-3). If avoidance of the resources is not feasible, requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed. After the find(s) has been appropriately avoided or mitigated, work in the area may resume.

37. (CR-3) During Excavation and Grading Activities-In the event that human remains are unearthed during excavation and grading activities of any future development project, all activity shall cease immediately. Pursuant to State Health and Safety Code Section 7050.5, no further disturbance shall occur until the County coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner shall within 24 hours notify the Native American Heritage Commission (NAHC). The NAHC shall then contact the most likely descendant of the deceased Native American, who shall serve as consultant on how to proceed with the remains.
38. (WW-2) Prior to issuance of a building permit for any future development project, the Project Applicant shall prepare an engineering study to support the adequacy of the sewer systems and submit the engineering study to the City for review and approval. Any improvements recommended in the engineering study shall be installed prior to the certificate of occupancy for the development project.
39. (WW-3) Prior to issuance of a building permit for any future development project, the Project Applicant shall provide evidence that the RCWD, EVMWD, WMWD, or EMWD has sufficient wastewater transmission and treatment plant capacity to accept sewage flows from buildings for which building permits are being requested.
40. (WW-1) Prior to issuance of a wastewater permit for any future development project, the Project Applicant shall pay applicable connection and/or user fees to RCWD, EVMWD, WMWD, or EMWD.
41. (FP-2) Prior to Initiation of Construction Activities-Brush clearance shall be conducted prior to initiation of construction activities in accordance with Murrieta Fire Department requirements.
42. (FP-3) During Construction-Adequate access to all buildings on the project site shall be provided for emergency vehicles during the building construction process.
43. (FP-4) During Construction-Adequate water availability shall be provided to service construction activities.

LANDSCAPING

Prior to the issuance of building permits

44. Project shall comply with the Triangle Specific Plan 276 including all relevant exhibits, landscape requirements, and other requirements, as applicable.
45. It is the responsibility of the applicant and owner's design team to be aware of and comply with the requirements of Title 16.42 Tree Preservation. This chapter provides

regulations for the protection, preservation, and maintenance of significant tree resources and establishes minimum mitigation measures for trees removed as a result of new development.

46. Slopes shall be landscaped, at a minimum, according to City's Slope Landscaping, Requirements for Subdivision Tract and Commercial Slopes document. Refer to City's website under Planning Division, Applications and Forms, Landscape Handouts. A combination of erosion control groundcover, shrubs, and trees shall be provided.

DEPARTMENT OF PUBLIC WORKS

47. Since the project consists of multiple discretionary reviews and conditions of approval, (DP 2022-2705, TTM 2022-2706), all conditions of approval shall be referenced as "the conditions of approval" and shall be incorporated as a single project.
48. Any alteration to the final conditions of approval by the Permittee/Owner shall be reviewed by staff to determine whether approval of alteration shall be subject to M.M.C. Section 16.80.070, Changes to an Approved Project.
49. All items required to be submitted shall be, at a minimum, in electronic format (e.g., PDF, Word). Hard copies may also be required.
50. All conditions as approved shall be completed by the Permittee/Owner at no cost to the City, unless specified otherwise.
51. All designs shall conform, at a minimum, to the City of Murrieta Municipal Code, Development Code, Standard Drawings, Circulation Element, California Highway Design Manual, and Manual on Uniform Traffic Control Devices (MUTCD).
52. Prior to any permit issuance, all relevant plans and their associated bonds, reports, and supporting documents shall be prepared in accordance with the Murrieta Municipal Code, reviewed, all applicable fees paid, and approved by the City Engineer.
53. Future extensions are subject to any, and all, local, state, and federal current regulations not previously identified in the original conditions of approval. Revisions/Updates to the original project's exhibits, plans, reports, etc., at the time of any extension request, shall be at the discretion of the City Engineer. Regardless of revisions/updates to future extensions, revised/updated exhibits, plans, reports, etc., shall be submitted for review and approval for discretionary review and approval prior to submittal of construction documents (e.g., exhibits, plans, reports, etc.). The approved discretionary documents, and all applicable conditions of approval, shall then be submitted along with the construction documents for any permit issuance.
54. As part of the initial submittal of plans, reports, etc., for any grading permit or any other grant of approval, the Permittee/Owner shall submit the approved discretionary plans and reports (e.g., Tentative Map, Preliminary Grading Plan, Preliminary Water Quality Management Plan, Preliminary Hydrology Study, etc.) that were approved as part of the Discretionary Review Process, in addition to all applicable onsite and offsite plans, reports, reference documents, and/or document(s) deemed relevant for the issuance of

a permit. All discretionary documents shall serve as a reference for final document preparation and approval and are subject to revision to ensure compliance with all local, state, and federal requirements, as applicable.

55. The conditions herein, when addressing grading plans, implies precise grading plans for the front half of the project and mass grading plans for the back half of the project. Any other type of grading plan will be explicitly named when applicable. Moreover, grading plans not specifically identified herein are not approved as part of these conditions of approval.
56. Grading plans' 1st submittal, for the front half with building pad location and elevation information, shall be submitted prior to, or concurrently with, building plans' 1st submittal. However, building plans' 1st submittal shall NOT be submitted prior to grading plans' 1st submittal. Moreover, building plans' 2nd submittal shall incorporate all applicable 1st review grading plans' comments. Subsequent building plan submittals shall also coincide with grading plans' latest and applicable revisions.
57. Prior to the issuance of any occupancy permit, including temporary certificate(s) of occupancy, all public improvement conditions set forth in these Conditions of Approval shall be completed and accepted/as-built.
58. In addition to any applicable permit issuance, an Encroachment Permit shall also be obtained from the Engineering Department prior to commencement of any construction within City right-of-way or public jurisdiction easements.
59. If applicable, an Encroachment Permit, or any other applicable type of permit or allowance, shall be obtained from CalTrans, Riverside County Flood Control and Water Conservation District, etc. prior to commencement of any construction within their right-of-way. Proof of permit issuance, or verification of acknowledgement with no permit issuance requirement, shall be submitted prior to city-issued permit issuance affecting said easement(s). Additionally, said approvals/acknowledgements shall be identified on the subject grading and/or improvement plans, as applicable.
60. The Permittee/Owner shall submit a current hyperlinked Preliminary Title Report (PTR) with active connectivity to all referenced recorded documents identified within the Preliminary Title Report.
 - a. In addition to the hyperlinked PTR, all referenced recorded documents shall also be submitted, in PDF format.
61. It is understood that the Final Map will correctly show all existing and proposed easements, travel ways, grading, drainage courses, etc., and that any omission may require the resubmittal of documents and/or plans associated with this application for additional consideration.
62. All Engineering Plans (e.g., Improvement Plans, Grading Plans) shall be coordinated for consistency with adjacent projects and existing improvements contiguous to the site and shall be submitted on standard 24" x 36" City-formatted bond sheets. The Permittee/Owner shall review all plan check comments, make certain their consultants

address all comments in each subsequent submittal, and return all plan check comments with each subsequent submittal. Failure to do so may result in additional plan check fees due to additional review time.

63. The Permittee/Owner shall comply with all current and applicable requirements set forth in the City of Murrieta's Municipal Code, Development Code, Standard Drawings, Ordinances, Policies, and Resolutions, along with all applicable State (e.g., State Water Resources Control Board) and Federal regulations, whether or not such provisions or requirements have been specifically set forth in these conditions, all of which are now incorporated herein by reference, and fully set forth at this point.
64. Prior to approval of any plans, reports, or legal documents and/or permit issuance, the Permittee/Owner shall pay, at a minimum, all outstanding plan check and processing fees.
65. Security bonds, for a portion of the construction costs as outlined in the final cost estimate(s), shall be in the form of a cash deposit, as approved by the City Engineer.

PRIOR TO ISSUANCE OF ANY PERMIT, THE PERMITTEE/OWNER SHALL COMPLETE THE FOLLOWING

Acquiring Offsite Property/Easement

66. Prior to any permit issuance, the Permittee/Owner shall coordinate with adjacent property owners affected by proposed onsite and/or offsite improvements. The Permittee/Owner shall be solely responsible for acquisition of any necessary easements, agreements, etc. prior to plan approval. All easements, agreements, etc. shall be notarized and recorded in a format acceptable to the City Engineer. Agreements and/or easements shall designate maintenance responsibilities conforming to those associated/identified on the approved Tentative Map. The agreements and/or easements shall also address uninterrupted access and utility services to affected existing properties during construction, and show the recording information (instrument number and date) on the appropriate plan(s).
67. Upon property/easement acquisition, the Permittee/Owner shall complete the improvements as approved by the City Engineer.
68. Property/Easement acquisition necessary for public improvements shall be obtained, signed, notarized, and recorded, and copy submitted to the City, prior to approval of the improvement plans (bonding approved) and final map. Recordation of said property/easement acquisition may occur:
 - a. prior to improvement plan approval with a deferred map if applicable,
 - b. but not with a final map approval with a deferred improvement plan.
69. The Permittee/Owner shall obtain the required area from APN 910-031-020 and 910-031-011, to accommodate public improvements for the purpose of the traffic signal modifications and intersection improvements at Murrieta Hot Springs Rd and Monroe Ave. City-owned.

- a. The Permittee/Owner shall complete the property acquisition process with the City in a timely manner to ensure the proposed design meets all requirements.
- b. Upon completion of the property acquisition, the Permittee/Owner shall complete the improvements as approved by the City Engineer.
- c. If the Permittee/Owner does not acquire the City-owned parcel, the Permittee/Owner shall provide a redesign of the project ensuring connectivity between Murrieta Hot Springs Rd and Monroe Ave.

Grants of Easements

70. Dedications, grants of easements, and/or right-of-way dedications, shall occur via this project's Final Map or per separate instrument(s), as approved by the City Engineer.
71. All offers of dedication and conveyances shall be submitted for review and recorded as directed by the Engineering Department. The Permittee/Owner shall incur all costs associated with the formation of a suitable maintenance district for all associated easements.
72. All easements and/or right-of-way dedications shall be offered via an Irrevocable Offer of Dedication to the City or other appropriate agency and shall continue in force until the City or other agency accepts or abandons/rejects such offer(s). All dedications shall be free from all encumbrances as approved by the Engineering Department.
73. Easements, when required for roadways, slopes, landscaping, drainage, utilities, etc., both onsite and offsite, shall be shown on a final map, or per separate document(s) as approved by the City Engineer. All grants of easements shall be approved prior to issuance of a grading permit.

Vacation or Abandonment of Easements

74. Vacations and/or abandonment of easements, shall occur via this project's Final Map or per separate instrument(s), as approved by the City Engineer.
75. Proposed vacations or abandonments of existing public right-of-way or easements shall be completed prior to plan approval, or as approved otherwise by the City Engineer.
76. Any proposed vacation(s) and/or abandonment(s) of existing right of way or public easements shall be shown on a final map, or per separate instrument(s) as approved by the City Engineer.
77. All vacations and/or abandonments, shall be submitted for review and approval by the Engineering Department and/or City Council, prior to being signed, notarized, and recorded. A copy of the notarized and recorded copy shall be provided to the City.
78. Subject to the discretion of, and final approval by, the City Council, the City shall

vacate/abandon a portion of the following street's right-of-way.

- a. Sparkman Court, aka Monroe Ave
- b. If the vacation/abandonment is unsuccessful, Permittee/Owner shall submit revised plans for substantial conformance review as required by the City of Murrieta Development Code.

Street Improvement Plans

79. The Street Improvement Plan shall include the following "Improvement Note" to identify required improvements prior to first occupancy:
 - a. "All public improvements, as identified in the project's conditions of approval and approved public street improvement plans, shall be constructed/completed and accepted/as-built prior to first certificate of occupancy.
80. The Permittee/Owner shall provide the following items, but may be required to provide additional items to substantiate the proposed design:
 - a. A Street Improvement Plan prepared by a registered Civil Engineer, or licensed specialist, in accordance with City standards, California Highway Design Manual, and/or MUTCD requirements, with all improvements subject to the approval by the City Engineer.
 - i. The Street Improvement Plan may include within it, but may not be limited to, the following:
 1. Standard section(s), plan(s), profile(s), station values, elevations, dimensions.
 2. Signing and Striping plan, included with the street improvement plans for the project.
 3. Traffic Signal Plan included with the street improvement plans for the project.
 4. Wet Utility Plans (e.g., storm drain, water, sewer) included with the street improvement plans for the project.
 - b. A Cost Estimate, prepared, signed, and stamped, by the registered civil engineer preparing the plans. The cost estimate shall include all costs, but not limited to, plan preparation, plan check fees, permit fees, bonding, staking, construction costs, stormwater best management practices, erosion control, soils engineering, construction management, etc.
81. The Permittee/Owner shall design, for the guarantee of construction, the following public improvements to the current City of Murrieta Circulation Element and corresponding City standards. Improvements may include, but are not limited to: paving, curb and gutter; sidewalk; street lights; drainage facilities; water quality best management practices;

signing and striping; utilities, including but not limited to, water and sewer; landscaping; with all improvements subject to the approval by the City Engineer.

- a. Design Murrieta Hot Springs Rd frontage to be improved to a half width of seventy-five feet (75') centerline to right-of-way, per Augmented Urban Arterial City Standard Drawing #102A. The following shall be provided, but may not be limited to:
 - i. An additional width, greater than the seventy-five feet (75') centerline to right-of-way, shall be provided to accommodate the right-turn/decel lane, per Traffic Engineering requirements, to the satisfaction of the City Engineer.
 - ii. The required improvements shall include, and clearly show, connectivity to existing improvements at, and adjacent to, the project's westerly and easterly property line(s), as well as Monroe Ave.
 - iii. The required improvements shall include connectivity to improvements existing opposite legal centerline.
 - iv. Provide a design identifying improvements, including but not limited to: a bike lane; eastbound travel/turn/decel lanes; westbound travel/turn lanes; existing/proposed raised/painted medians; existing eastbound parkway improvements; all as directed by the Traffic Engineer, and subject to approval by the City Engineer.
 - v. The project's frontage shall identify the requested parkway to accommodate the enhanced parkway landscape, between the curb & gutter and the right-of-way line.
 - vi. The project shall provide a design to tie into existing medians and provide full width raised landscaped medians along the project's frontage from the most westerly property line to the most easterly property line, except for the areas for turning lanes at the following intersections:
 1. Murrieta Hot Springs Rd & Monroe Ave
 2. Murrieta Hot Springs Rd & Hancock Avenue
 - vii. As applicable, callout right-of-way dedication/vacation along the frontage to provide the requested right-of-way for the required improvements.
 - viii. Restripe Murrieta Hot Springs Rd full width as directed by the Traffic Engineer and as approved by the City Engineer.
 1. Transition striping from the proposed frontage may be required to commence at the project boundary and extend offsite to the satisfaction of the City Engineer.
82. All street improvements shall be designed to provide adequate right-of-way and transitions to existing improvements.

83. Proper right-of-way shall be dedicated, beyond that required per City Standard Drawing #102A, along the entire Murrieta Hot Springs frontage, to accommodate the new parkway improvements, along with all access driveways to include the pedestrian improvements/pathways.
84. Improvement plans shall show all existing and proposed drainage and stormwater facilities, including surface and subsurface construction.
85. The Permittee/Owner shall provide a design to construct/reconstruct handicap access ramps within the project's frontage public right-of-way to current ADA requirements (e.g., ramps with truncated domes/warning detection systems). Title II of the American Disabilities Act prohibits local governments from discriminating against persons with disabilities. This may include providing handicap access ramps across the street or driveway, or adjacent to the project's property line(s), to ensure public safety, to the satisfaction of the City Engineer.
 - a. Sidewalks and pedestrian ramps fronting, adjacent to, and/or near the project shall be improved/provided to current ADA standards, to the satisfaction of the City Engineer.
 - b. Pedestrian sidewalks and ramps, fronting, adjacent to, and near the project, shall be improved/provided, to ensure continuous connectivity to the nearest RTA bus stop and to current ADA standards, to the satisfaction of the City Engineer.
86. If applicable, the Permittee/Owner shall provide a design to construct/reconstruct handicap access ramps within the public right-of-way, and adjacent to the project, to current ADA requirements (e.g., ramps with truncated domes/warning detection systems). Title II of the American Disabilities Act prohibits local governments from discriminating against persons with disabilities. This may include providing handicap access ramps across the street or driveway to ensure public safety, to the satisfaction of the City Engineer.
87. The Permittee/Owner shall provide a design for bus turnouts with shelter at all existing and proposed bus stops as determined by the Engineering Department and the Riverside Transit Agency. The bus turnout may not be required if located within a right-turn lane for access onto the site, as approved by the City Engineer.
 - A. Existing bus stops within proposed right-turn lanes shall be relocated to the satisfaction of the City Engineer.
 - B. Details for the bus stop, shelter, and appurtenances shall be provided on the plans.
88. City-maintained drainage facilities located outside of city right-of-way shall be accompanied with proper public drainage easements and monumentation for review and approval by the City and recorded on a city-approved format.
89. All storm drain easement widths shall adhere to Riverside County's storm drain easement width chart and have a maximum cross slope of 5%.

90. The parkway cross slope in the public right-of-way shall not exceed two percent, unless otherwise approved by the City Engineer.
91. Driveways and Site Access shall conform to Development Code 16.34.080.
92. Corner Site Distance and Stopping Sight Distance for the installation of pedestrian and traffic control facilities shall be provided at all street intersections and entrances in accordance with City Standards, as directed by the Traffic Engineer, to the satisfaction of the City Engineer. The line of sight shall be shown on all grading, street improvement, and landscape plans in accordance with Std. 214. Signs are not allowed within the Limited Use Area.
93. The Murrieta Hot Springs Rd and Monroe Ave pre-development drive lanes, paint, striping, and signage shall be reviewed and revised as needed by the City's Traffic Engineer, to the satisfaction of the City Engineer.
94. The exact alignment, width, and design of all turning lanes, travel lanes, driveways, striping, and all other traffic control devices and measures, including turnouts, bike lanes, and width transitions, shall be approved by the City Engineer.
95. A light emitting diode for the public and private street lighting system shall be shown on the street improvement plans and shall be installed at locations specified by the City Engineer at no cost to the public. All installations shall be compliant with the City's Street Lighting Standards, 619, 620, and 620C.
96. If the project is to be phased, the Permittee/Owner shall submit detailed plans describing activities for the entire phase(s). A Phasing Plan shall be reviewed and approved by the City Engineer and Planning Division Director. The plans shall address, in detail, the following, but not limited to, items:
 - a. The Permittee/Owner shall implement the requirements of the current General Construction Permit at all times to prevent discharge from the site for all phases of construction (e.g., demolition, grading, vertical construction, landscape/hardscape). Sediment and erosion controls shall be appropriately applied for the risk level assigned to the project.
 - b. Submit a landscape plan to the Planning Division that addresses both short term and long-term slope stability and dust control including all temporary and permanent buildable pads. This plan shall also include all required BMP's and storm water design features.
 - c. Should the Permittee/Owner decide to develop phases out of numerical sequence with the approved phasing as shown on the plan, all conditions required of the proceeding phases shall be completed unless otherwise approved by the City Engineer and the Director of Planning. Other conditions may be imposed by the City Engineer and Planning Division Director to allow phased construction.
 - d. The Water Quality Improvement Plans (WQIP), approved as part of the grading plans, shall address the Best Management Practices (BMP's) to be utilized for

each phase of development. The WQIP shall include an overview of project phasing that shows each project phase, prior to activation of the area for use in accordance with Order R9-2013-0001, that 100% of the impervious area for that phase will be treated and retained to meet water quality and hydro-modification requirements.

97. All existing street monuments within or abutting this project site shall be preserved. If such monuments are damaged or destroyed, the Permittee/Owner shall retain a licensed land surveyor or a qualified registered civil engineer to reset those monuments per City Standards 617a, 617b, and 617c, and file the necessary information with the County Recorder's office as required by California Business and Professions Code Section 8771. If damaged, existing monuments that are no longer relevant do not have to be replaced, subject to approval by the City Engineer.
98. If reconstructing an existing street or existing intersection, the Permittee/Owner shall provide a design with callouts for street centerline monuments to be set per City Std. 617a, 617b, and 617c, and elevations provided, unless specified otherwise by the City Engineer, or assignees.
 - A. Set street centerline monumentation for the following street(s) and/or following intersection(s):
 - i) Murrieta Hot Springs Rd & Monroe Ave
99. Centerline tie notes may be provided, when applicable as noted on City Std. 616, on 8.5 x 11 mylar sheets (identify locations if possible). Prior to installation, each location where tie notes may apply shall be reviewed and approved by the City Engineer, or assignees, to determine monument type to be used.

Traffic

100. Permittee/Owner shall provide a Street Improvement Plan prepared by a registered Civil Engineer in accordance with City standards, California Highway Design Manual standards, and MUTCD requirements, with all improvements subject to the approval of the City Engineer.
101. The Permittee/Owner shall provide a Signing and Striping plan, designed by a registered Civil Engineer and included with the street improvement plans for the project.
102. Traffic signal improvements shall be designed to coincide with the street improvement plans. Right-of-way acquisition necessary for street and traffic signal improvements shall be the responsibility of the Permittee/Owner. Traffic signals are not eligible for DIF credit.
103. Permittee/Owner shall design Traffic Signal Modifications to the existing signals on Murrieta Hot Springs Rd frontage. Designs shall be prepared by a registered Civil Engineer in accordance with City Standards with all improvements subject to the approval of the City Engineer.

104. Prior to issuance of Certificate of Occupancy permits for Phase 1 uses, design, furnish, and construct the following (MMRP PDF 10-1):

Driveway 1 (Monroe Avenue) at Murrieta Hot Springs Road

Northbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane
Southbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane
Eastbound approach: 2 left-turn lanes, 4 through lanes, 1 right-turn lane
Westbound approach: 2 left-turn lanes, 4 through lanes with shared right-turn lane
Install traffic signal

Driveway 2 at Murrieta Hot Springs Road

Northbound approach: 1 right-turn lane
Eastbound approach: 4 through lanes, 1 right-turn lane (200 feet minimum storage)
Westbound approach: 4 through lanes with shared right-turn lane

Driveway 3 (Hancock Avenue) at Murrieta Hot Springs Road

Northbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane, 1 right-turn lane
Southbound approach: 2 left-turn lanes, 2 through lanes with shared right-turn lane
Eastbound approach: 2 left-turn lanes, 4 through lanes, 1 right-turn lane
Westbound approach: 2 left-turn lanes, 4 through lanes with shared right-turn lane
Modify traffic signal

105. Project shall comply with and provide documentation demonstrating compliance with Mitigation Monitoring & Reporting Program (MMRP) Mitigation Measures 10-1, 10-2, and 10-4.
106. Prior to issuance of a building permit, the permittee/owner shall provide pay the project's traffic impact fee (Fair Share Impact Fee established as a dollar amount per square foot of gross building area) as follows:

Building Square Foot Threshold	Traffic Fee per square foot
1 - 537,496	\$0.37
537,497 - 1,240,556	\$3.21
1,240,557 – 1,767,914	\$0.80

This fee implements the fair share fee required to mitigate impacts to specified intersections identified part of MM 10-2.

Sewer & Water

107. Verify capacity of proposed sewer and water systems and provide approval from the Health Department or the governing Sewer and Water District that the proposed sewer and water system is compliant with the District's master plan.
108. The Permittee/Owner shall design and guarantee the construction of all sewer and water

improvements necessary to serve this project. Private sewer force mains are not allowed in the public right-of-way unless otherwise approved by the City Engineer.

Utilities

109. The Permittee/Owner shall provide a design to install all existing and proposed utility systems underground. Utility systems include, but may not be limited to, electric lines 32kv and lower, telephone, and cable TV. The utilities shall be designed in accordance with City Codes and utility provider(s).
 - A. All applicable appurtenances shall also be coordinated with the building department and engineering department for review of proposed locations. Easements shall also be provided as required.
 - B. If there are any electric lines 33kv and higher, those existing lines will not be required to be placed underground.
 - C. Electric lines not required to be underground shall be relocated to accommodate required public roadway/parkway improvements.
110. Above-ground Edison transformers shall be located behind the right-of-way line. If necessary, retaining walls shall also be located behind the right-of-way and limited to maximum five feet in height. Safety railing is required for retaining wall heights above thirty inches.
111. Permittee/Owner shall provide a design identifying location of all wet utilities (e.g., water, sewer, storm drain, recycled, etc.).

Grading

112. The Permittee/Owner shall provide the following items, but may be required to provide additional items to substantiate the proposed design:
 - a. A Grading Plan prepared by a registered Civil Engineer in accordance with currently accepted design standards. The plan shall incorporate Grading Information, Erosion & Sediment Control Measures, Mitigation Measures as applicable, and Site Design & Source Control (Low Impact Development (LID)), as well as Pollutant Control and Hydromodification as applicable.
 - i. The Grading Plan shall include within it the following:
 1. A Water Quality Improvement Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department.
 2. A Storm Drain Improvement Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department.
 3. An Erosion Control Plan prepared by a registered Civil Engineer in

accordance with City standards and approved by the Engineering Department.

- b. A Cost Estimate prepared, signed, and stamped, by a registered civil engineer. The cost estimate shall include all costs but not limited to plan preparation, plan check fees, permit fees, bonding, staking, construction costs, erosion control, soils engineering, construction management, etc.
113. The Grading Plan shall be prepared to the satisfaction of the City Engineer and shall also include, but may not be limited to:
- a. Include a topographic map prepared by a Registered Civil Engineer or a Licensed Land Surveyor. The topographic map shall indicate property lines, topographic features and existing and/or proposed structures. Said map shall include two-foot contour lines and/or sufficient spot elevations to clearly represent existing and proposed topographical features, and existing and proposed drainage patterns. Survey shall extend a minimum of 100 feet beyond limits of work. Said map shall also show entire property boundary including any assumed found monuments, and bearings and distances based on record information.
 - b. Depict the limits of grading and provide cross sections as needed.
 - c. Incorporate all recommendations pursuant to the Hydrology/Hydraulic Report prepared for the project.
 - d. Incorporate all stormwater best management practices as quantified in the Water Quality Management Plan.
 - e. Include mitigation measures and project modifications as recommended in the required Geotechnical Report prepared for the project.
 - f. Depict the location of existing or proposed easements within the property boundary, as well as adjacent easement(s) which may impact, or may be impacted by, the project.
114. All onsite storm drain systems shall be privately owned and maintained. Private storm drain systems may connect to public storm drain facilities by installing cleanouts situated immediately adjacent to, and within, the public right-of-way.
115. Pay to City all County of Riverside Development Impact Fees applicable at time of grading permit issuance or as otherwise approved by ordinance. In the event these fees have been previously paid, the Permittee/Owner shall provide proof of payment. Said fees may include, but are also not limited to, the following:
- A. Riverside County Area Drainage Fee
 - B. Kangaroo Rat Fee
 - C. Multiple Species Habitat Conversation Plan (MSHCP) Fee
116. Obtain written clearance, as deemed necessary by the Engineering Department, from

the following departments/agencies:

- A. Planning Division
- B. Community Services Department
- C. Building Division
- D. Fire Department
- E. Landscape (Planning)
- F. Sewer and Water District(s)

- 117. If applicable, the Permittee/Owner shall obtain and provide the City with written clearance or a non-interference letter from Southern California Edison (SCE) prior to grading plan approval. Permittee/Owner shall submit directly to SCE.
- 118. Loading ramps or truck wells shall be profiled showing the ramp, ramp transitions, and overhead clearances. Drainage collection sump areas shall conform to clean water runoff standards. Loading, unloading, and truck turning movements onsite, along with contiguous adjacent public streets, shall be shown on the grading plan.
- 119. Development Standards for Off-Street Parking shall conform to Development Code 16.34.070.
- 120. If blasting of rock is required, a blasting permit will be required as part of the grading permit process. A blasting permit shall be obtained through the Riverside County Sheriff's Department. Notification shall also be provided to the City of Murrieta Police and Fire Departments prior to blasting.
- 121. If any water wells are found onsite, the intent shall be identified on the grading plan (e.g., if inoperable...to be abandoned; if operable...to be protected in place, etc.). If to be protected in place, easements may apply. Additionally, if to be abandoned, they shall be abandoned in a manner approved by the State Department of Water Resources and Riverside County Health Department. Confirmation of abandonment approval shall be provided to the City.
- 122. If applicable, a qualified biologist shall delineate jurisdiction areas that are not to be disturbed. Identify the installation of some type of barrier fence to delineate the areas of avoidance.
- 123. Construction fencing shall be placed so as not to interfere with sight distance and comply with City Std. No. 214.
- 124. City-maintained drainage facilities located outside of city right-of-way shall be accompanied with proper public drainage easements to be reviewed and approved by the City and recorded on a city-approved format.
 - A. All storm drain easement widths shall adhere to Riverside County's storm drain easement width chart and have a maximum cross slope of 5%.
- 125. All existing property monuments within or abutting this project site shall be preserved. If such monuments are damaged or destroyed, the Permittee/Owner shall retain a licensed

land surveyor or a qualified registered civil engineer to reset those monuments per City Standards and file the necessary information with the County Recorder's office as required by California Business and Professions Code Section 8771. If damaged, existing monuments that are no longer relevant do not have to be replaced, subject to approval by the City Engineer.

Geotechnical

126. A comprehensive geotechnical report shall be prepared by a registered Geotechnical Engineer and submitted to the engineering department as part of the initial grading plan check.
- A. The report shall address in-situ soils conditions; shall provide the following, but not be limited to:
- i) a percolation/infiltration analysis;
 - ii) identify any geotechnical hazards for the site;
 - iii) provide recommendations for the construction of engineered structures,
 - iv) provide preliminary pavement sections,
 - v) provide slope stability analysis,
 - vi) identify faults that may affect the proposed project and confirm buildings meet setback requirements, as applicable.
 - vii) evaluate slope stability and potential effect of proposed construction on nearby slopes, public right-of-way and neighboring properties.
 - viii) Address the feasibility of long-term infiltration of stormwater runoff onsite, and if subdrains will be required for any proposed infiltration BMPs.
 - ix) Provide recommendations for any special construction methods as necessary.
- B. All recommended measures identified in the report shall be incorporated into the project design. If located in a Geologic Special Study Zone, the report may, at the discretion of the City Engineer, be subject to a third-party review. If third party review is required, the Permittee/Owner must submit an application and schedule to have any open trenches inspected by a City-approved third-party reviewing consultant.
127. If project is determined to be a "Priority Development Project", a geotechnical engineer, civil engineer, certified engineering geologist or certified hydrogeologist shall prepare a percolation analysis and determine infiltration rates for the purpose of determining water quality best management practices (i.e., Water Quality Management Plan).
- A. See Appendix A, Section 1.8 – Final Report, of the Riverside County Low Impact Development BMP Design Handbook, as a guide for preparing the analysis.

- B. Infiltration testing requirements shall adhere to Appendix A – Infiltration Testing, of the Riverside County Low Impact Development BMP Design Handbook (e.g. Table 1 Infiltration Testing Requirements).
- C. A note shall be added on the grading plan identifying the infiltration rates used in the WQMP. If BMP locations differ, laterally and/or vertically, from the WQMP, additional infiltration tests may be required to be conducted and submitted for review and approval by the City.

Water Quality Management Plan (WQMP)

- 128. The Permittee/Owner shall provide a Water Quality Management Plan (Report) prepared by a registered Civil Engineer in accordance with currently accepted design standards.
- 129. Water Quality Improvement Plans (WQIP) shall be integrated with the grading plans and included as part of the grading plans. Prior to final approval of the grading plans, the grading plans shall be in conformance with the Project-Specific WQMP.
- 130. A Final Project-Specific WQMP shall be submitted to the City for approval with the grading plan check application and approved by the Engineering Department prior to issuance of a grading permit. The WQMP shall include, but not be limited to, the following:
 - A. The Permittee/Owner, assigns, or heirs shall allow the City to enter the premises to conduct periodic inspections to ensure that the WQMP is being implemented, maintained, and to review the inspection and maintenance records.
 - B. Prepare a hydromodification analysis utilizing continuous simulation of the geomorphically significant flows starting at 10% of the 2-year runoff and up to the 10-year runoff (85th percentile Design Capture Volume (DCV)). The analysis must have a maximum interval of 1-hour, or 15-minutes, and contain a minimum of 37 years of data.
 - C. The 85th percentile DCV of on-site drainage shall be treated on site in accordance with the current NPDES MS4 Permit and the City's latest Water Quality Management Plan. The drainage shall be treated onsite prior to entering public right-of-way.
 - D. When continuous simulation is prepared, and acceptable, the continuous simulation may be used in-lieu of the 1, 3, 6 and 24-hour duration for the 2, 5, and 10-year frequency storms, if applicable.
 - E. The WQMP shall incorporate, but not be limited to, the following:
 - i) Site design BMP's,
 - ii) Source control BMP's,
 - iii) Pollutant control BMP's,
 - iv) Hydromodification

- v) The WQMP shall identify affected and 303(d) receiving water bodies, applicable water-quality objectives, total maximum daily loads (TMDLS), pollutants of concern for the project type, and estimates for post-construction discharge rates (with all BMPs in place), and demonstrate that the project pollutant loads will be treated in accordance with the most current NPDES MS4 permit and will not cause a violation of the water quality objectives. The structural treatment and hydro-modification controls shall remove project pollutants anticipated to be generated by the project for the benefit of downstream impaired water bodies listed by the SWRCB 303(d) to a medium removal efficiency or better for the pollutants of concern.
 - vi) Long term operation and maintenance requirements, inspection and maintenance checklist;
 - vii) Record a restrictive covenant to ensure operation, maintenance, funding, and transfer of requirements.
 - viii) The post-construction best management practices (BMPs) outlined in the approved Final project-specific WQMP shall be incorporated in the grading plans.
- F. A Water Quality Maintenance Agreement shall be recorded with the County Recorder and proof of the recordation shall be provided to the City. The agreement shall include summaries of water quality/hydromodification facilities and operations & maintenance.
- i) The Maintenance Agreement shall identify public BMPs to be maintained by the development's assigned entity.
 - ii) The agreement shall also identify if the development's assigned entity fails to maintain said BMP(s) the City is authorized to maintain or replace BMP(s) for continued compliance and shall be reimbursed by the assigned entity.
- G. A copy of the Final Project-Specific WQMP shall be kept onsite at all times. The Permittee/Owner shall make the occupants, tenants, staff, employees, and contractors aware of this document and educate them on the contents.
131. The project shall demonstrate infiltration abilities by converting the percolation tests taken at locations of proposed infiltration/biofiltration BMPs. Proposed BMPs shall be per the guidelines of the City of Murrieta's 2018 Santa Margarita Region Water Quality Management Plan and the most current order under the National Pollutant Discharge Elimination System (NPDES) Permit initiated under section 2 of the Federal Clean Water Act. The most current order shall be incorporated, as applicable.
132. The grading plan shall add a note to confirm the infiltration rates coincide with the rates used in the Water Quality Management Plan. If BMPs are to be placed in areas and/or depths different from the original infiltration testing, thereby posing potentially different infiltration rates from those originally obtained, new infiltration testing may be required, and BMP designs may be impacted.

133. It is the responsibility of the Permittee/Owner to ensure all applicable BMPs are correctly utilized as referenced in the California Stormwater Quality Association (CASQA) BMP Fact Sheet, and all maintenance measures implemented.
134. Where applicable, provide 12 foot wide x 6 inch thick concrete paved access to storm drain facilities with 12 percent maximum grade. Turnarounds are required, but may be waived depending on overall accessibility and at the discretion of the Public Works Director.
135. The Permittee/Owner shall submit, for City review and approval, a mechanism ensuring ongoing long-term maintenance for the onsite post-construction Best Management Practices (BMPs).

Hydrology & Hydraulics

136. The Permittee/Owner shall provide a Hydrology & Hydraulics Reports prepared by a registered Civil Engineer in accordance with currently accepted design standards.
137. Ensure the Report addresses any proposed commingled flows from adjacent properties, unless procedures are incorporated to otherwise convey and properly dispose of the flows without commingling.
138. Alteration to the existing drainage pattern, including concentration or diversion of flows, are not allowed, unless the Permittee/Owner obtains permission and/or agreements from the affected property owner(s). This may involve, but is not limited to, obtaining notarized/recorded letters of permission and/or agreements, securing drainage easements and/or ponding easements, constructing adequate drainage improvements, and providing a maintenance mechanism for private drainage facilities.
139. The Permittee/Owner shall be responsible for mitigating impacts created by changes in drainage runoff course, water quality, hydro-modification, concentration, or quantity to the satisfaction of the City Engineer for both on-site and off-site drainage.
140. Accept and properly dispose of all offsite drainage currently flowing onto and/or through the site.
141. If possible, all drainage shall be conveyed onto public property. Cross lot drainage shall not be allowed. Where unavoidable, proper permissions, agreements, and easements shall be obtained by the Permittee/Owner.
142. The report shall show all existing and proposed onsite and/or offsite public and/or private drainage facilities intended to discharge the runoff. The study shall include a capacity analysis verifying the adequacy of the drainage facilities. Runoff from the development or partial phase of development of the property shall meet the following criteria:
 - A. Permittee/Owner shall be responsible for mitigating impacts created to changes in drainage runoff course or quantity, for both on-site and off-site drainage, to the satisfaction of the City Engineer.
 - B. Do not significantly exceed the existing natural discharge quantities.

- C. Street storm flows shall not exceed top of curb for the 10-year storm event.
 - D. Must contain storm flows within the street right-of-way for the 100-year event.
 - E. All inlets, outlets, pipes, channels, basins, etc. must be capable of conveying the 100-year storm.
 - F. Sump conditions shall be designed to convey the 100-year storm flows
 - G. Secondary emergency escape path shall be provided.
 - H. If the project discharges/connects to an off-site detention basin, provide permission to drain/connect from the owner of basin or system. Off-site detention basins require a Declaration of Dedication. All detention measures shall have positive drainage with a minimum 48-hr draw-down time and be empty within 72 hours.
 - I. Standing water is not permitted.
 - J. Detention for projects that are 10 acres or greater shall analyze for the 1, 3, 6 and 24-hour duration for the 2, 5, and 10-year frequency storms.
143. When continuous simulation is prepared (see Water Quality Management Plan section), and acceptable, the continuous simulation may be used in-lieu of the 1, 3, 6 and 24-hour duration for the 2, 5, and 10-year frequency storms, if applicable.

Storm Water Pollution Prevention Plan (SWPPP)

144. The development shall comply with all applicable regulations established by the United States Environmental Protection Agency (USEPA) as set forth in the National Pollution Discharge Elimination System (NPDES) permit requirements for urban runoff and stormwater discharge and any regulations adopted by the City pursuant to the NPDES regulations and/or requirements. Furthermore, the Permittee/Owner may be required to file a Notice of Intent with the State Water Resources Control Board to obtain coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction Activity and may be required to implement a SWPPP concurrent with the commencement of grading activities. SWPPPs shall include construction pollution prevention and pollution control measures. The applicant shall comply with all the provisions of the Clean Water Program during and after all phases of the development process, including but not limited to: mass grading, rough grading, construction of street and landscaping improvements, and construction of structures.
145. An adequate SWPPP shall be available to State and City Inspectors at the job site prior to commencing construction. The Permittee/Owner shall be responsible for implementation, monitoring, operation, and maintenance of the SWPPP until all construction is completed and improvements have been accepted by the City.
146. This document must minimize the disturbed area, label the total disturbed area, and identify equipment and material storage areas.
147. All grading activities shall minimize dust through compliance with AQMD Rule 403, which requires watering during earth moving operations.
148. All open or undeveloped land shall be maintained to prevent wind/water erosion of said

land. All disturbed undeveloped land shall be planted with interim landscaping or stabilized with other erosion control measures.

149. The Permittee/Owner shall design and install the irrigation system so runoff does not discharge into the street or storm drain system.
150. Grading during the wet season should identify additional BMP's for rain events that may occur as necessary for compliance with the Santa Margarita Region MS4 Permit.
151. A copy of the Notice of Intent (NOI) and Waste Discharge Identification (WDID) number from the State Water Resources Control Board shall be identified on the SWPPP.
152. A Notice of Termination (NOT) can then be filed with the State Water Resources Control Board. Grading during the wet season should identify additional BMP's for rain events that may occur as necessary for compliance with the Santa Margarita Region MS4 Permit. This document must minimize the disturbed area, label the maximum disturbed area, and identify equipment and material storage areas.
153. Erosion and sediment control details shall be submitted on the grading plans to the City's Engineering Division for review and approval. The details shall conform to City standards, codes and ordinances, and the current State Water Resources Control Board (SWRCB) General Construction Permit (GCP), as applicable. The details shall include landscaping and irrigation systems on exposed slopes to achieve the General Construction Permit required coverage criteria, and for acceptance by the City's Engineering Department.

Final Map

154. The Permittee/Owner shall submit a Final Map prepared in accordance to the City of Murrieta Development Code and California Subdivision Map Act. The final map shall be prepared by a licensed land surveyor or qualified registered civil engineer.
155. The Final Map shall include the following "Improvement Note(s)" to identify required improvements prior to city-specified benchmarks (e.g., any permit issuance), in accordance with the Subdivision Map Act 66411.1. The following improvements notes shall be added on the Final Map:
 - A. All public improvements, as identified per the conditions of approval and/or approved per the improvement plans, shall be completed, and accepted/as-built, prior to the first certificate of occupancy.
156. Prepare and record an Owner's statement acceptable to the City Engineer with a note to the effect that the property owner is responsible for the maintenance of the parkway lighting, landscaping and irrigation, and any applicable water quality treatment facilities/devices.
157. On-site public drainage facilities located outside of public right-of-way shall be contained within public drainage easements as determined to be necessary. A note shall be added on the Final Map stating, "*Public drainage easements shall be kept free of buildings and*

obstructions.”

158. Prior to approval of the Final Map, the Permittee/Owner shall submit an application and pay a fee for the city administrator to reapportion any existing assessment district liens. The fee proposal from Willdan Financial Services includes a base amount and per parcel charge so the total amount will vary depending on the number of parcels.
159. Easements, when required for roadway, slopes, landscaping, drainage facilities, utilities, etc., for either onsite or offsite, shall be shown on the Final Map. The Permittee/Owner shall incur all costs associated with the formation of a suitable maintenance district or other mechanism to maintain all associated roadway, slope, landscape, and drainage easements, including access.
160. All offers of dedication and conveyances shall be submitted for review and approval and recorded as directed by the Engineering Department.
161. All easements and/or right-of-way dedications shall be offered on the Final Map to the City, or other appropriate agency, and shall continue in force until the City, or other agency, accepts or abandons/rejects such offer(s). All dedications shall be free from all encumbrances as approved by the Engineering Department.
162. Relinquish and waive abutter's right of access to and from Murrieta Hot Springs Rd, excepting those areas as shown on the approved tentative map.
163. Any proposed vacation(s) and/or abandonment(s) of existing right of way or public easements shall be shown on the Final Map, or per separate document(s) as approved by the City Engineer. Vacations and/or abandonments may be required to be approved prior to issuance of a grading permit.
164. Proof of payment of any, and all, delinquent property taxes shall be provided prior to recordation of the Final Map.
165. Provide an electronic copy of the Final Map in a PDF format and AutoCAD format, to the satisfaction of the City's GIS Department. A hard copy may also be required.

PRIOR TO ISSUANCE OF BUILDING PERMITS

166. The Permittee/Owner shall coordinate with the City's Construction Manager with approved/signed grading and/or improvement plans and grade/construct per said plans, as approved by the City Engineer.
167. The Permittee/Owner shall provide a copy of the recorded map and/or agreements to the Building Division and Engineering Department. Electronic and hard copies may be required, at the discretion of the City Engineer.
168. All easements, agreements of improvements, and dedications for required rights-of-way shall be approved by the Engineering Department.

169. Grading plans, with building pad location and elevation information, shall be approved, to the satisfaction of the City Engineer.
170. The building pad shall be certified by a registered Civil Engineer for location and elevation. Additionally, the Soils Engineer shall issue a Final Soils Report addressing compaction and site conditions.
171. The Permittee/Owner shall pay to the City all applicable Development Impact Fees as required by, and in accordance with, City Ordinance 196-98, Resolution No. 08-2107 and Resolution No. 16-3602, or most recently adopted DIF Resolution.
172. The Permittee/Owner shall pay to the City the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) based on the applicable rates at time of permit.

DURING CONSTRUCTION

173. The Permittee/Owner shall coordinate with the City's Construction Manager with approved/signed grading and/or improvement plans and grade/construct per said plans, as approved by the City Engineer.
174. Permittee/Owner shall construct all public improvements, per the approved and bonded improvement plans, as approved by the City Engineer.
 - a. Minor field changes may occur at the discretion of the City's Construction Manager.
 - b. Changes other than minor shall be submitted to the engineering department as a construction change submittal for review by engineering and approval by the City Engineer.
175. The Permittee/Owner shall construct all onsite grading improvements, per the approved and bonded grading plans, as approved by the City Engineer.
 - a. Minor field changes may occur at the discretion of the City's Construction Manager.
 - b. Changes other than minor shall be submitted to the engineering department as a construction change submittal for review by engineering and approval by the City Engineer.
176. If applicable, a qualified biologist shall delineate jurisdictional areas that are not to be disturbed. Barrier fencing shall be installed, as approved, delineating the areas of avoidance. Once construction is completed, the same qualified biologist shall certify that no jurisdictional area was disturbed or damaged.
177. Construction fencing shall be placed so as not to interfere with sight distance and comply with City Std. No. 214.
178. If dirt or construction debris is to be transported into, or off, the site, a haul permit will be required as part of the grading permit process. Both import and export locations must be permitted sites. If so, submit a proposed haul route plan and comply with all conditions and requirements the City Engineer may impose to the hauling operation.

179. The exact depth of street structural section and subgrade requirement shall be based on subgrade "R" value tests in the field and the appropriate Traffic Index for the type of street, as determined by the Geotechnical Engineer and the City Standards, whichever is greater.
180. If any water wells are found onsite, they shall be protected in place or abandoned, as approved by the State Department of Water Resources and Riverside County Health Department. Confirmation of abandonment approval shall be provided to the City.
181. The Permittee/owner shall confirm the infiltration rates coincide with the rates used in the Water Quality Management Plan. If BMPs are to be placed in areas and/or depths different from the original infiltration testing, thereby posing potentially different infiltration rates from those originally obtained, new infiltration testing may be required and BMP designs may be impacted.
182. The Permittee/Owner shall construct all sewer and water improvements necessary to serve this project. Private sewer force mains are not allowed in the public right-of-way unless otherwise approved by the City Engineer.
183. The Permittee/Owner shall install all existing and proposed utility systems underground, including electric lines 32kv and lower (as applicable), telephone, and cable TV, in accordance with City Codes, the utility provider, and as approved by the City Engineer. All applicable appurtenances shall also be installed. Easements shall also be provided as required.
184. Above ground Edison transformers shall be installed behind the right-of-way line, as approved.
185. Obtain clearance from the dry utility companies and gas company.
 - a. Permittee/Owner shall install all dry, wet, and gas utilities prior to the placement of final cap or lift of asphalt pavement to avoid new street improvements from being marred by saw cuts, potholes, equipment, etc.
186. The building pad shall be certified by a registered Civil Engineer for location and elevation. Additionally, the Soils Engineer shall issue a Final Soils Report addressing compaction and site conditions.
 - a. Building pad certification shall be obtained prior to building footing inspection.
 - b. Building pad certification shall be obtained prior to building foundation cement pour.
187. The approved Storm Water Pollution Plan (SWPPP) shall be available onsite at all times from the Notice to Proceed until the issuance Notice of Termination. Moreover, the Permittee/Owner shall be responsible for implementation, monitoring, operation and maintenance of the SWPPP until all construction is completed and improvements have been accepted by the City.

188. The Permittee/Owner shall provide a construction area Traffic Control Plan, if required by the Traffic Engineer. The plan shall be prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Department. The Traffic Control Plan shall address roadway widening / street closures / median improvement, detour or other disruption to traffic circulation as required by the Engineering Department.
189. Traffic signal improvements shall be installed/constructed to coincide with the street improvements as approved by the City Engineer.
190. Permittee/Owner shall provide proof of dedication of easement to the City for access and maintenance of any traffic equipment.
191. The Permittee/Owner shall reconstruct existing handicap access ramps within the public right-of-way, and adjacent to the project, to current ADA requirements, as approved by the City Engineer.
192. All existing street monuments within or abutting this project site shall be preserved. If such monuments are damaged or destroyed, the Permittee/Owner shall retain a licensed land surveyor or a qualified registered civil engineer to reset those monuments per City Standards 617a, 617b, 617c, and file the necessary information with the County Recorder's office as required by California Business and Professions Code Section 8771. If damaged, existing monuments that are no longer relevant do not have to be replaced, subject to approval by the City Engineer.
193. For reconstructed existing street(s) and/or intersection(s), street centerline monuments shall be set per City Std. 617a, 617b, and 617c, and elevations provided, unless specified otherwise by the City Engineer, or assignees.
 - A. Set street centerline monumentation for the following street(s) and/or following intersection(s):
 - i) Murrieta Hot Springs Rd & Monroe Ave.
194. Centerline tie notes may be provided, when applicable as noted on City Std. 616, on 8.5 x 11 mylar sheets (identify locations if possible). Prior to installation, each location where tie notes may apply shall be reviewed and approved by the City Engineer, or assignees, to determine monument type to be used.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

195. Prior to the issuance of the first (1st) certificate of occupancy, all public improvements, per the approved public improvement plan(s), shall be constructed, completed, and accepted/as-built, to the satisfaction of the City Engineer.
196. Prior to, but not necessarily the last, issuance of all certificates of occupancy, final grading of the subject property shall be constructed, completed, and accepted/as-built, to the satisfaction of the City Engineer.

197. All sewer and water improvements shall be constructed, completed, and accepted in accordance with the Sewer and Water District standards.
198. All existing and proposed dry, wet, and gas utility lines have been undergrounded and/or relocated, and/or easements provided, as necessary.
199. Final Map shall have been recorded, accepted by County, and a copy provided to the City Engineer, in the format requested.
200. If applicable, provide elevations for set Street Centerline Monuments. If approved, provide centerline tie notes per City Std. 616 on 8.5 x 11 mylar sheets for all monuments set.
201. Demonstrate that all treatment control BMP's described in the Final project-specific WQMP have been constructed and installed in conformance with the approved plans and specifications and the Permittee/Owner is prepared to maintain all BMP's described in the approved Final project-specific WQMP.
202. The Permittee/Owner shall prepare and provide an as-built project specific Final WQMP (updated to include any changes made during construction) and demonstrate that an adequate number of copies are available for the future owners / occupants.
 - a. One (1) electronic format shall also be provided to the Department of Engineering, and/or a hard copy as requested.
203. The Permittee/Owner shall demonstrate that the irrigation controller and heads are set so irrigation runoff does not enter the street or storm drain systems.
204. The Permittee/Owner shall disclose to any other property owner(s) they are responsible for the maintenance of the parkway landscaping. And any other work within the public right-of-way will require an encroachment permit from the Engineering Department.
205. The Permittee/Owner shall provide one set of Mylars, scanned copy, and electronic copy of "As-Built" drawings of the grading and improvement plans. The electronic copy shall be in an AutoCAD format to the satisfaction of the City's GIS Department². Coordinate system shall be NAD 1983 State plane California Zone V1 FIPS 0406 Feet.
 - a. The Permittee/Owner shall provide electronic copies (e.g., thumb drive) of the approved WQMP, Hydrology/Hydraulic Report, Final Geotechnical Report, and any other applicable document(s). Said Electronic copies shall be in a Word.doc, PDF format, and/or other acceptable Microsoft format.
 - b. The "As-Built" mylars shall include any, and all, construction changes, as well as all dry, wet, and gas utilities.
206. Obtain written clearance, as deemed necessary by the Engineering Department, from the following agencies:
 - A. Planning Division

- B. Engineering Department
- C. Building Division
- D. Fire Department
- E. Landscape (Planning)
- F. Community Services Department
- G. Sewer and Water District(s)
- H. Utility Companies
- I. Southern California Edison Company

FIRE DEPARTMENT

General:

- 207. The project shall comply with all requirements set forth by the California Code of Regulations Title 24 Parts 1-12 respectively.
- 208. The adopted edition of the California Code of Regulations, Title 24, Parts 1 through 12, and the Murrieta Municipal Code shall apply at the time the architectural plans are submitted for construction permits.
- 209. Prior to the issuance of any grading permit, the applicant shall provide evidence of sufficient fire flow of 3,000 GPM for 3 hours to the City of Murrieta Fire & Rescue. Murrieta Fire & Rescue Water Available/Fire Flow Form shall be utilized. The fire flow report shall be completed within 6 months of the time of submittal.
- 210. Prior to the issuance of any grading permit, the applicant shall provide a fire department access plan to the City of Murrieta Fire & Rescue for review and approval. The fire department access plan shall comply with the requirements specified by Murrieta Municipal Code, California Fire Code (CFC), Chapter 5 and Appendix D.
 - a. Add a note to the fire access plans that all planter areas adjacent to any fire lane that the planting of trees and landscape shall not encroach into the fire lane and maintain a clear height of 13'-6" beneath the canopy.
 - b. Add a note on the plans that all required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 5-feet shall be maintained at all times. Fire Hydrants shall be centered in a 4-foot x 4-foot concrete pad.
- 211. Prior to the issuance of any grading permit, the applicant shall submit water improvement plans to the City of Murrieta Fire & Rescue for review and approval. The Developer shall furnish Murrieta Fire & Rescue with three (3) copies of the water improvement plans designed by a Registered Engineer and/or Licensed Contractor. On-site private fire service mains shall have a minimum of eight (8) inch water mains with six (6) inch laterals and risers. Larger pipes may be required to meet required fire flow

requirements. Fire hydrants shall provide one 4" port and 2- 2 ½ ports and must be an approved fire hydrant type. The private fire hydrant system must be approved, installed, tested, and accepted, prior to combustible construction.

212. Prior to the issuance of any building permit, the applicant shall install all required fire hydrants and water supplies with the following specific items:
- a. The fire hydrants shall be operational prior lumber drop and building construction. All fire hydrants shall remain operational during construction.
 - b. All required fire hydrants shall be readily visible and immediately accessible and adjacent to the approved fire access road. A clear space of not less than 5 feet shall be maintained. Fire Hydrants shall be centered in a 4-foot x 4-foot concrete pad.
 - c. Fire hydrants shall be installed at intersections, at the beginning radius of cul-de-sacs, and every 300 feet of fire access roadways, regardless of parcel size. The size of fire hydrant outlets shall be a minimum of one 4 inch and two 2-½ inch NST outlet as required by the Fire Code official.
 - d. A minimum of two points of connection to public water shall be provided for the private fire-line water.
 - e. The private underground fire-line system shall be a looped design.
 - f. The private underground fire-line system shall have indicating sectional valves for every five (5) appurtenances.
 - g. The Fire Department Connection (FDC) shall be located within 50 feet of a public fire hydrant. The fire hydrant shall be on the same side of the street as the FDC. A vehicle access roadway/approach shall not be placed between the FDC and fire hydrant. A private hydrant may be used to support the FDC provided that an aboveground check valve is installed in a manner that prevents water from the FDC circulating back to the fire hydrant.
213. Prior to the issuance of any building permit, the applicant shall submit fire sprinkler system plans per NFPA13 for review and approval by the City of Murrieta Fire & Rescue.
214. Prior to lumber drop and construction, the general contractor shall install and post a temporary address sign which is clearly visible from the street.
215. Prior to certificate of occupancy, a permanent building address shall be provided and either internally or externally lit during hours of darkness (Mt Palomar lighting requirements apply). The address shall be clearly visible from the street fronting the property. The numbers shall be a minimum of 12" in height with a minimum stroke of 1". The background and numbers shall be highly contrasting.
216. Prior to building final, the building shall be provided with a Knox Lock key box located no more than 6-feet above the finished surfaced and near the main entrance door.

217. For all buildings greater than 10,000 square feet, prior to the issuance of a Certificate of Occupancy each building shall be provided with an emergency radio communication enhancement system that complies with CFC § 510 and MMC § 15.24.200. Plans for the emergency radio communication enhancement system shall be submitted to Murrieta Fire & Rescue for review and approval prior to installation. The system shall be installed and inspected by the Murrieta Fire & Rescue before the Certificate of Occupancy is issued. The requirement can be waived by the Fire Marshal if the building is evaluated by an Emergency Radio Communication Specialist licensed by the FCC, who certifies the building meets the emergency communications capability as specified by the CFC § 510 and MMC § 15.24.200. The certification shall be in the form of a written report which outlines the analysis used in determining the building meets the emergency communications without an enhancement system.
218. Murrieta Fire & Rescue approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the CFC.
219. Murrieta Fire & Rescue approval shall be obtained prior to any high pile storage (HPS) as defined by the CFC.
220. A lighted directory map, meeting current fire department standards, shall be installed at the driveway entrance.

COMMUNITY SERVICE DEPARTMENT

221. Prior to approval of street improvement plans, the permittee shall prepare landscape plans for any Murrieta Community Service Department (MCSD) maintained areas.
222. Street improvements trigger the developer to install and modify the existing raised landscape medians along Murrieta Hot Springs Road. All landscaping within the raised median shall be installed per Community Service District's (CSD) Standards and Specifications Book. The Standards and Specifications Book can be found online at <http://www.murrietaca.gov/DocumentCenter/View/1259/Community-Services-Department-Standards-and-Specifications-Book-PDF?bidId>. Median landscape plans shall be included with the street improvement plans and reviewed by Public Works /MCSD. Please contact the Parks and Recreation Department at 951-461-6124 to set up an appointment for landscape plan review.
223. The applicant shall have in place an Association and/or Property Management to maintain all common areas, irrigation and landscape along the roadways as shown on plan. There appears that no areas will be maintained by the City of Murrieta, Community Services District.
224. The applicant shall contact the Murrieta Community Services Department (MCSD) prior to any construction in the existing landscape public right of way area maintained by the MCSD.

WATER DISTRICT

225. The Permittee/Owner shall meet all requirements established by the Eastern Municipal Water District. Prior to issuance of building permits, the permittee shall meet with the Eastern Municipal Water District to develop a plan of service, which shall detail water, wastewater and recycled water requirements to serve the project.

END CONDITIONS



CITY OF MURRIETA

City Council Meeting Agenda

Report

9/2/2025
Agenda Item No. 9.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, AICP, Development Services Director

PREPARED BY: David Chantarangsu, AICP, Development Services Director

SUBJECT: Introduction of an Ordinance Authorizing a Development Agreement between the City of Murrieta and Domenigoni Barton Properties, LLC., and Tres Estrellas, LLC.
Related to the Development of the Triangle

RECOMMENDATION

Conduct the Public Hearing;

Find that the adoption of the ordinance authorizing the Development Agreement is consistent with the approved 2024 Addendum to the Subsequent Environmental Impact Report certified for the Triangle Specific Plan (State Clearinghouse No. 2008061104) as described in this staff report and the proposed ordinance; and

Introduce and conduct the first reading of Ordinance No. 623-25 entitled: *An Ordinance of the City Council of the City of Murrieta Approving Development Agreement 2024-00004 with Tres Estrellas, LLC and Domenigoni Barton Properties, LLC for the Shops at the Triangle Project Located on Approximately 64.3 Acres Located on the South Side of Murrieta Hot Springs Road between Interstate 15 and Interstate 215 (Development Agreement).*

PRIOR ACTION/VOTE

On August 20, 2024, the City Council took several actions approving the 2024 Addendum, Specific Plan Amendment 2023-00003, Tentative Tract Map 38622 (TTM-2022-2706), and Development Plan 2022-2705 (Vote: 5-0).

On September 3, 2024, the City Council adopted Ordinance No. 607-24 approving and adopting Triangle Specific Plan Amendment No. 2 (Specific Plan Amendment 2023-00003), to Specific Plan No. 276 (Vote: 5-0).

On August 13, 2025, after conducting a public hearing, the Planning Commission voted to recommend that the City Council find that adoption of an ordinance approving the proposed Development Agreement was consistent with the approved 2024 Addendum to the Subsequent Environmental Impact Report certified for the Triangle Specific Plan (State Clearinghouse No. 2008061104), and recommended approval of the proposed Development Agreement (Vote: 3-0-1-1).

Prior to the most recent City actions referenced above, the County of Riverside and City took actions to

approve development on the site in 1990 and 2013, respectively, for development of the property at issue.

CITY COUNCIL GOAL

Aggressively pursue economic development.

DISCUSSION

The development history of the project goes back to 1990, when, prior to the City of Murrieta's (City) incorporation, the County of Riverside approved a specific plan for the property (Specific Plan 276, or SP-276) for the development of the Murrieta Springs Mall. It anticipated a 1.76 million-square-foot retail shopping center. The County entered into Development Agreement (DA) No. 54, vesting the Specific Plan, which remained effective even after the City's incorporation. The City approved amendments to DA No. 54, recording an amendment on February 23, 1994.

The terms of the DA No. 54 continued into 2023, but the agreement has now expired. In 2013, the City approved the first amendment to SP-276, changing the project's name to "The Triangle." The amendment anticipated an outdoor mall instead of an indoor mall, changing development standards accordingly, and changed the amount of retail, office, restaurant, and entertainment square footage to be developed as shown below:

Specific Plan Amendment No. 1 Anticipated Development

Land Use	Anticipated Building Area (Square Feet)
Retail	640,914
Office	779,082
Hotel (220 Rooms)	148,000
Entertainment	74,660
Restaurant	125,258
Maximum Area	1,767,914

In 2024, the City approved Specific Plan (SP) Amendment No. 2 to SP-276 and further modified development standards, approved a new tentative map to establish new parcel boundaries over the site, updated the project environmental documents, and approved an updated site plan. The approved site plan builds on the outdoor retail center approach, providing approximately 279,500 square feet of retail development on 36.46 acres to begin development in an initial phase, accounting for approximately 25 buildings with twelve (12) pad buildings located along Murrieta Hot Springs Road. Larger retail buildings are "in-line" towards the rear of the first phase development area and accommodate retailers with larger building footprints. The approved 2024 entitlements are hereinafter referred to as "Project." Approximately 26 acres will remain undeveloped for future phases, and .72 acres are designated for public road purposes. The approved site plan is attached as Attachment 1.

Development Agreement Summary

The City has a strategic interest in creating pathways forward on specific development issues or removing obstacles to facilitate the Project. Rising development costs, a difficult construction financing environment, and the constantly changing nature of retail add risk to the Developer (Domenigoni Barton Properties, LLC., and Tres Estrellas, LLC.) that could further delay development of the Project. Cities use DAs to provide more certainty to developers who are undertaking large projects by reducing developer risk in exchange for benefits

for the general public.

Through a DA, cities can minimize risk for the benefit of project development by using powers and authorities under state law that are only reserved for public agencies in exchange for obtaining public benefits. For the proposed DA, the Developer has requested assistance in addressing specific issues that help reduce Project costs for the items described below:

- **Billboard Relocation**

The site has two static billboards located on Interstate 15. The Developer requests that these billboards be allowed to be converted into a digital format through a future Relocation Agreement. Advertising revenue would be a Project benefit to the Developer to help offset Project costs. Typically, the City's Zoning Code (Title 16 of the Murrieta Municipal Code) requires removal of billboards rather than allowing them to be relocated and upgraded. Section 5 of the proposed DA addresses this topic. The terms of the Billboard Relocation will be subject to the Relocation Agreement, which will need to be approved by the City Council.

- **Off-Site Traffic Improvements**

The development of the Project has always required improvement of an off-site intersection located on the north side of Murrieta Hot Springs Road at Sparkman Drive, across from the Project. The intersection improvements would align with the Project's western driveway and will require the acquisition of land from property located at the northwest corner of Murrieta Hot Springs Road and Sparkman Drive for intersection widening. The current intersection is being improved in conjunction with the development of a multi-family project known as the Terraces, but it does not include widening the intersection beyond the existing Sparkman Drive public right-of-way.

Staff notes Sparkman Drive will eventually become Monroe Avenue. The proposed DA would allow the City to assist the Developer with property acquisition if needed, although the Developer must initially attempt acquisition of land needed to widen the intersection through private negotiation. Should the private negotiations fail, the City could seek to acquire the property needed through condemnation proceedings. The Developer would contribute funds to the acquisition activities based on an appraisal approach commonly used for acquiring public rights-of-way. The City would cover the cost of its attorney's fees and the cost of land over the Developer's appraised value of the property to be acquired. This topic is covered in Sections 3.8 and 3.9 of the proposed DA.

- **Public Benefits**

A number of public benefits are listed in Section 4 of the DA. The benefits are strategic in nature and include: 1) Expanding economic development opportunities and facilitation of job creation in the City by establishing new retail uses on vacant land in a developing area; 2) Assisting the region in achieving jobs/housing balance region-wide by attracting new businesses to the City providing additional job opportunities in a housing rich area, and thereby providing a more equal jobs-housing balance in the Riverside County/Inland Empire area, which will reduce the need for members of the local workforce to commute outside the area for employment; and 3) Providing for uses that will generate tax revenue for the City including, but not limited to, increased property and sales tax, in order to support the City's ongoing municipal operations. Estimated job increases and revenues to the City are contained in the Fiscal Impact section below. The construction of off-site improvements described above are also a public benefit.

- **Miscellaneous Provisions**

In addition to the topics described above, the DA includes other sections that are typically found in development agreements addressing term, cancellation, amendments, insurance and indemnification, and defaults and remedies. In order to track the implementation of the DA over time, an annual review process is included in Section 6.1. The proposed DA would have a term of 10 years.

FISCAL IMPACT

The development of the Project will increase the amount of retail development occurring within the City, which is anticipated by and consistent with the General Plan. The demand for City services will increase proportionally with the addition of commercial development.

Using established average employment, sales tax standards, and construction costs, development of the Project's initial phase will result in approximately 900 new permanent jobs, over 500 construction jobs, and at least a \$210 million increase in improvement value to the property from new buildings and site improvements. Property tax revenue would be roughly \$283,000 per year to the City based on a \$210 million increase in improvement value. The estimated sales tax revenue at build-out could reach an average of \$900,000 per year, depending on tenants and economic factors. Potential revenue sharing through a billboard relocation agreement could result in \$500,000 per year to the City, based on recent revenue estimates prepared for other revenue sharing agreements the City is involved in with digital billboard advertising. It is estimated that the City's one-time financial commitment to potential off-site property acquisition would be less than \$1 million.

ENVIRONMENTAL

On August 20, 2024, the City Council considered and approved an Addendum (2024 Addendum) to the previously adopted Subsequent Environmental Impact Report pursuant to the California Environmental Quality Act Guidelines (Cal. Code Regs. Title 14) Sections 15162 and 15164 by adopting Resolution No. 24-4779 for The Shops at the Triangle project. The proposed DA is consistent with the 2024 Addendum, as it was a contemplated subsequent activity that was anticipated to be carried out in the 2024 Addendum.

ATTACHMENTS

1. Approved Site Plan
2. Ordinance 623-25
3. Planning Commission Staff Report and Resolution



CITY OF MURRIETA

City Council Meeting Agenda

Report

9/16/2025
Agenda Item No. 10.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, AICP, Development Services Director

PREPARED BY: David Chantarangsu, AICP, Development Services Director

SUBJECT: Second Reading and Adoption of Ordinance No. 624-25 Concerning Group Homes, Sober Living Homes, and Residential Care Facilities.

RECOMMENDATION

Conduct the second reading and adopt Ordinance No. 624-25, entitled: *An Ordinance of the City Council of the City of Murrieta, California, to Revise Title 16 of the Murrieta Municipal Code by Adding Section 16.44.045 and Amending Sections 16.08.010, 16.44.150, and 16.110.020 Related to Group Homes, Sober Living Homes, and Residential Care Facilities.*

PRIOR ACTION/VOTE

On September 2, 2025, the City Council conducted a public hearing and approved the first reading of Ordinance No. 624-25 (Vote 4-0), with direction to staff to modify the ordinance's compliance timeframe for existing group homes from 12 months to six (6) months, with an opportunity for six (6) additional months to be granted.

CITY COUNCIL GOAL

Provide a high level of innovative public safety.

DISCUSSION

Ordinance No. 624-25 establishes standards and operational requirements for residential homes operating as sober living homes. These homes are not currently regulated or licensed by the State. The City of Murrieta's (City) goal in adopting the ordinance is to create standards for home operators to the benefit of those who are considered to be disabled while recovering from drug or alcohol addiction.

At the City Council's direction, the compliance period for existing homes to comply with the City's requirements was reduced. Staff reduced the compliance period from 12 months to six (6) months, with the possibility of owners/operators receiving up to six (6) additional months to comply only upon the finding that the owner and/or operator has exercised due diligence and taken all reasonable steps to comply. Interjecting "due diligence" and "all reasonable steps" creates a legal standard that the City would be able to use in evaluating a

group home operator's progress in complying with the City's ordinance.

Proposed Murrieta Municipal Code Section 16.44.045(C)(2) was revised to read as follows:

"(2) Group homes that are in existence upon the effective date of this section shall have six (6) months from the effective date of this section to comply with its provisions, provided that any existing group home, which is serving more than six residents, must first comply with the six-resident maximum. A group home owner and/or operator may, upon written request, be granted extensions of up to a total of six (6) additional months to comply with this section, pursuant to Director approval. Any extensions may be granted only upon a finding that the owner and/or operator has exercised due diligence and taken all reasonable steps to comply with this section. Token or perfunctory actions shall not constitute compliance for purposes of this provision."

FISCAL IMPACT

There is no direct impact on the City's budget to adopt the ordinance. The proposed regulations may reduce calls for service to the Murrieta Fire Department and Murrieta Police Department by establishing requirements that ensure sober living homes are operated in a manner that protects the health, safety, and welfare of sober living home residents, and indirectly the neighborhoods in which they are located.

ATTACHMENTS

1. Ordinance No. 624-25
2. September 2, 2025, City Council Report with Ordinance

ORDINANCE NO. 624-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, TO REVISE TITLE 16 OF THE MURRIETA MUNICIPAL CODE BY ADDING SECTION 16. 44.045 AND AMENDING SECTIONS 16.08.010, 16.44.150, AND 16.110.020 RELATED TO GROUP HOMES, SOBER LIVING HOMES, AND RESIDENTIAL CARE FACILITIES

WHEREAS, under Article XI, Section 7 of the California Constitution, the City has been granted broad police powers to preserve the character and integrity of its residential neighborhoods, which powers have been recognized by both the California Supreme Court and the United States Supreme Court, the latter of which has stated that “it is within the power of the legislature to determine that the community should be beautiful as well as healthy, spacious as well as clean, well-balanced as well as carefully patrolled”; and

WHEREAS, the Federal Fair Housing Act Amendments (“FHAA”) and the California Fair Employment Housing Act (“FEHA”) prohibit enforcement of zoning ordinances which would on their face or have the effect of discriminating against equal housing opportunities for persons with disabilities; and

WHEREAS, a core purpose of the FHAA, FEHA and California’s Lanterman Act is to provide a broader range of housing opportunities for persons with disabilities; to free persons with disabilities, to the extent possible, from institutional style living; and to ensure that persons with disabilities have the opportunity to live in normal residential surroundings and use and enjoy a dwelling in a manner similar to the way a dwelling is enjoyed by the non-disabled; and

WHEREAS, to fulfill this purpose the FHAA and FEHA also require that the City provide reasonable accommodations to its zoning ordinances if such accommodation is necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling; and

WHEREAS, the Lanterman Act fulfills this purpose in part by requiring cities to treat state licensed residential care facilities serving six or fewer as a residential use; and

WHEREAS, in enacting this Ordinance the City Council of the City of Murrieta is attempting to strike a balance between the City’s and its residents’ interests of preserving the characteristics of residential neighborhoods and to provide opportunities for persons with disabilities to reside in such neighborhoods that are enjoyed by the non-disabled; and

WHEREAS, over the past several years the City, County and State have seen a significant increase in the number of single- and multi-family homes being utilized as alcohol and drug recovery facilities (hereafter, “sober living homes”); and

WHEREAS, the Substance Abuse and Crime Prevention Act of 2000 (hereafter, “the Act”) adopted by California voters provides that specified first-time drug and alcohol offenders

are to be afforded the opportunity to receive substance abuse treatment rather than incarceration thereby increasing the demand for sober living homes; and

WHEREAS, the Affordable Care Act has significantly expanded the availability of health care coverage for substance abuse treatment; and

WHEREAS, the City of Murrieta has seen an increase in the number of sober living homes, which has generated secondary impacts including, but not limited to neighborhood parking shortfalls, overcrowded housing conditions, inordinate amounts of second-hand smoke, and noise; and the clustering of sober living facilities in close proximity to each other creating near neighborhoods of sober living homes; and

WHEREAS, the purpose of sober living homes is to provide a comfortable living environment for persons with drug or alcohol addictions in which they remain clean and sober and can participate in a recovery program in a residential, community environment, and so that they have the opportunity to reside in the residential neighborhood of their choice; and

WHEREAS, recovering alcoholics and drug addicts, who are not currently using alcohol or drugs, are considered to be disabled under both the FHAA and FEHA; and

WHEREAS, the City has found that at least some operators of sober living homes are driven more by a motivation to profit rather than to provide a comfortable living environment in which recovering addicts have a realistic potential of recovery, or to provide a living environment which remotely resembles the manner in which the non-disabled use and enjoy a dwelling; and

WHEREAS, establishing distance requirements for sober living homes is reasonable and non-discriminatory, helping to preserve the residential character of neighborhoods while also furthering the interest of ensuring that individuals with disabilities are not living in overcrowded environments that are counterproductive to their well-being and recovery; and

WHEREAS, sober living homes do not function as a single housekeeping unit for the following reasons: (1) they house extremely transient populations; (2) the residents generally have no established ties to each other when they move in and typically do not mingle with other neighbors; (3) neighbors generally do not know who or who does not reside in the home; (4) the residents have little to no say about who lives or doesn't live in the home; (5) the residents do not generally share expenses; (6) the residents are often responsible for their own food, laundry and phone; (7) when residents disobey house rules they are involuntarily removed from the house; (8) the residents generally do not share the same acquaintances; and (9) residents often pay rents that are significantly higher than market rate; and

WHEREAS, the size and makeup of sober living homes is dissimilar and larger than the City's average household size of approximately 3 persons per dwelling (3.09 persons per household according to the 2025 Department of Finance "E-5 Population and Housing Estimates for Cities, Counties, and the State") published May 1, 2025), creating impacts on water, sewer, roads, parking and other City services that are far greater than the average household. A sober

living home would typically house six individuals or more, a number at least double the average household size of 3.17 persons in Riverside County according to the most recent U.S. federal census data and thus represents approximately the top 10% of household sizes in the County; and

WHEREAS, all the individuals residing in a sober living home are generally over the age of 18, while the average household has just 1.76 individuals over the age of 18 according to the most recent federal census data; and

WHEREAS, the City and public utility providers utilize federal census data and other information relating to the characteristics of residential neighborhoods to, among other things: (1) determine the design of residential homes, residential neighborhoods, park systems, library systems, transportation systems; (2) determine parking and garage requirements of various (bedroom) sizes and density of units; (3) develop its General Plan and zoning ordinances; (4) determine police and fire staffing; (5) determine impacts to water, sewer and other services; and (5) establish impacts fees that fairly and proportionally fund facilities for traffic, parks, libraries, police and fire; and

WHEREAS, due to their highly transient populations, above-average numbers of unrelated adults residing in a single dwelling, and limited regulatory oversight, sober living homes present challenges not typically associated with traditional residential uses, including but not limited to: housing large groups of unrelated adults who may or may not be supervised; disproportionately high numbers of vehicles associated with a single residence, resulting in increased traffic and on-street parking congestion; excessive noise and outdoor smoking that interfere with neighbors' enjoyment of their property; neighbors often unaware of who resides in the home; minimal participation in community activities that foster neighborhood cohesion; a history of opening facilities in violation of the Murrieta Municipal Code with little regard for neighborhood impacts; disproportionate demands on public services such as sewer, water, parks, libraries, transportation infrastructure, fire, and police; tendencies for facilities to cluster in certain areas; and the potential influx of individuals with criminal records; and

WHEREAS, a variable separation requirement will still allow for a reasonable market for the purchase and operation of sober living homes within the City and still result in preferential treatment for sober living homes in that non-disabled individuals in a similar living situation (i.e., in boardinghouse-style residences) have fewer housing opportunities than disabled persons; and

WHEREAS, housing inordinately large numbers of unrelated adults in a single dwelling or congregating sober living homes in close proximity to each other does not provide persons with disabilities with an opportunity to "live in normal residential surroundings," but rather places them into living environments bearing more in common with the types of institutional/campus/dormitory living that the FEHA and FHAA were designed to provide relief from for persons with disabilities, and which no reasonable person could contend provides a life in a normal residential surrounding; and

WHEREAS, notwithstanding the above, the City Council recognizes that while not in character with residential neighborhoods, when operated responsibly, group homes, including sober living homes, provide a societal benefit by providing persons with disabilities the

opportunity to live in residential neighborhoods, as well as providing recovery programs for individuals attempting to overcome their drug and alcohol addictions, and that therefore providing greater access to residential zones to group homes, including sober living homes, than to boardinghouses or any other type of group living provides a benefit to the City and its residents; and

WHEREAS, without some regulation there is no way of ensuring that the individuals entering into a group home are disabled individuals and entitled to reasonable accommodation under local and state law; that a group home is operated professionally to minimize impacts to the surrounding neighborhood; and that the secondary impacts from over concentration of both group homes in a neighborhood and large numbers of unrelated adults residing in a single facility in an individual home are lessened; and

WHEREAS, in addition to group homes locating in residential neighborhoods, other state-licensed residential care facilities are also taking up residence in these neighborhoods; and

WHEREAS, the purpose of group homes for persons with disabilities is to provide the disabled an equal opportunity to comfortably reside in the residential neighborhood of their choice; and

WHEREAS, this Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures, and has been found to be exempt pursuant to Section 15061(b)(3) (General Rule) of the CEQA Guidelines, in that the City Council hereby finds that it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 16.44.045 is hereby added to Chapter 44 of Title 16 of the Murrieta Municipal Code to read as follows:

“16.44.045 Group Homes

Purpose. This Section is intended to preserve the residential character of single-family residential neighborhoods and to further the purposes of the FEHA, the FHAA and the Lanterman Act by, among other things: (1) ensuring that group homes are actually entitled to the special accommodation and/or additional accommodation provided under the Murrieta Municipal Code and not simply skirting the city's boarding house regulations; (2) limiting the secondary impacts of group homes by reducing noise and traffic, preserving safety and providing adequate on street parking; (3) providing an accommodation for the disabled that is reasonable and actually bears some resemblance to the opportunities afforded non-disabled individuals to use and enjoy a dwelling unit in a single-family neighborhood; and (4) to provide comfortable living environments that will enhance the opportunity for the disabled and for recovering addicts to be successful in their programs.

A. A group home may locate in any single-family zone with a special use permit provided:

(1) An application for a group home is submitted to the Director by the owner/operator of the group home. The application shall provide the following:

(a) The name, address, phone number and driver's license number of the owner/operator;

(b) If the applicant and/or operator is a partnership, corporation, firm or association, then the applicant/operator shall provide the additional names and addresses as follows and such persons shall also sign the application:

(i) Every general partner of the partnership,

(ii) Every owner with a controlling interest in the corporation,

(iii) The person designated by the officers of a corporation as set forth in a resolution of the corporation that is to be designated as the permit holder;

(c) The license and permit history of the applicant(s), including whether such applicant(s), in previously operating a similar use in this or another city, county or state under license and/or permit, has had such license and/or permit revoked or suspended, and the reason therefor;

(d) The name, address, phone number and driver's license number of the house manager;

(e) A copy of the group home rules and regulations;

(f) Written intake procedures;

(g) The relapse policy;

(h) An affirmation by the owner/operator that only residents (other than the house manager) who are disabled as defined by state and federal law shall reside at the group home;

(i) Blank copies of all forms that all residents and potential residents are required to complete; and

(j) A fee for the cost of processing of the application as set by resolution of the City Council.

No person shall open a group home or begin employment with a group home until this information has been provided and such persons shall be responsible for updating any of this information to keep it current.

(2) The group home has six or fewer occupants, not counting a house manager, but in no event shall have more than seven occupants. If the dwelling unit has a secondary accessory unit, occupants of both units will be combined to determine whether or not the limit of six occupants has been exceeded.

(3) The group home shall not be located in an accessory secondary unit unless the primary dwelling unit is used for the same purpose.

(4) The group home has a house manager who resides at the group home or any multiple of persons acting as a house manager who are present at the group home on a 24 hour basis and who are responsible for the day-to-day operation of the group home.

(5) All garage and driveway spaces associated with the dwelling unit shall, at all times, be available for the parking of vehicles.

(6) Occupants must not require and operators must not provide "care and supervision" as those terms are defined by Health and Safety Code section 1503.5 and section 80001(c)(3) of Title 22, California Code of Regulations.

(7) Integral group home facilities are not permitted. Applicants shall declare, under penalty of perjury, that the group home does not operate as an integral use/facility. Integral facilities

include any combination of two (2) or more group homes which may or may not be located on the same or contiguous parcels of land, that are under the control and management of the same owner, operator, management company or licensee or any affiliate of any of them, and are integrated components of one (1) operation. Integral uses include any two (2) or more residential care programs commonly administered by the same owner, operator, management company or licensee, or any affiliate of any of them, in a manner in which participants in two (2) or more care programs participate simultaneously in any care or recovery activity or activities so commonly administered.

(8) If the group home operator is not the property owner, written approval from the property owner to operate a group home at the property.

(9) The property must be fully in compliance with all building codes, municipal codes and zoning regulations.

(10) At least 48 hours prior to an occupant's eviction from or involuntary termination of residency in a group home, the operator thereof shall:

(a) Notify the person designated as the occupant's emergency contact or contact of record that the occupant will no longer be a resident at the home;

(b) Contact the Riverside County Department of Social Services and/or another entity designated by the City to determine the services available to the occupant, including, but not limited to, alcohol and drug inpatient and outpatient treatment;

(c) Notify the city's Community Services Department that an occupant is no longer a resident at the home, and determine the services available therefrom;

(d) Provide the information obtained from paragraphs b and c of this subsection and any other treatment provider or service to the occupant prior to his or her release on a form provided by the City and obtain the occupant's signed acknowledgement thereon;

(e) Provided, however, that if the occupant's behavior results in immediate termination of residency pursuant to rules approved by the City as part of the special use permit for that facility, the operator shall comply with paragraphs a through d of this subsection as soon as possible.

(11) Prior to an occupant's eviction from or involuntary termination of residency in a group home, the operator thereof shall also:

(a) Make available to the occupant transportation to the address listed on the occupant's driver license, state-issued identification card, or the permanent address identified in the occupant's application or referral to the group home;

(b) Provided, however, that should the occupant decline transportation to his or her permanent address or otherwise has no permanent address, then the operator shall make available to the occupant transportation to another group home or residential care facility that has agreed to accept the occupant.

(12) The group home operator shall maintain records for a period of one year following eviction from or involuntary termination of residency of an occupant that document compliance with subsections (A)(10) and (A)(11) of this section; provided, however, that nothing herein shall require an operator of a group home to violate any provision of state or federal law regarding confidentiality of health care information. The group home operator may not satisfy the obligations set forth in subsection (A)(11) of this section by providing remuneration to the occupant for the cost of transportation.

(13) All drivers of vehicles picking up or dropping off persons at a group home shall comply with all applicable provisions of this Code and the Vehicle Code, including, but not limited to, those provisions regulating licensure and parking, standing and stopping.

(14) In addition to the regulations outlined above, the following shall also apply to sober living homes:

(a) The sober living home is not located within 1,000 feet, as measured from the closest property lines, of any other sober living home or a state licensed alcoholism or drug abuse recovery or treatment facility in any single-family zone.

(b) All occupants, other than the house manager, must be actively participating in legitimate recovery programs, including, but not limited to, Alcoholics Anonymous or Narcotics Anonymous and the sober living home must maintain current records of meeting attendance. Under the sober living home's rules and regulations, refusal to actively participate in such a program shall be cause for eviction.

(c) The sober living home's rules and regulations must prohibit the use of any alcohol or any non-prescription drugs at the sober living home or by any recovering addict either on or off site. The sober living home must also have a written policy regarding the possession, use and storage of prescription medications. The facility cannot dispense medications but must make them available to the residents. The possession or use of prescription medications is prohibited except for the person to whom they are prescribed, and in the amounts/dosages prescribed. These rules and regulations shall be posted on site in a common area inside the dwelling unit. Any violation of this rule must be cause for eviction under the sober living home's rules for residency and the violator cannot be re-admitted for at least 90 days. Any second violation of this rule shall result in permanent eviction. Alternatively, the sober living home must have provisions in place to remove the violator from contact with the other residents until the violation is resolved.

(d) The number of occupants subject to the sex offender registration requirements of Penal Code section 290 does not exceed the limit set forth in Penal Code section 3003.5 and does not violate the distance provisions set forth in Penal Code section 3003.

(e) The sober living home shall have a written visitation policy that shall preclude any visitors who are under the influence of any drug or alcohol.

(f) The sober living home shall have a good neighbor policy that shall direct occupants to be considerate of neighbors, including refraining from engaging in excessively loud, profane or obnoxious behavior that would unduly interfere with a neighbor's use and enjoyment of their dwelling unit. The good neighbor policy shall establish a written protocol for the house manager/operator to follow when a neighbor complaint is received.

(g) The sober living home shall not provide any of the following services as they are defined by section 10501(a)(6) of Title 9, California Code of Regulations: detoxification; educational counseling; individual or group counseling sessions; and treatment or recovery planning.

(h) An applicant may seek relief from the strict application of this section by submitting an application to the Director setting forth specific reasons as to why accommodation over and above this section is necessary under state and federal laws, pursuant to Chapter 16.73 of this Code.

(B) The special use permit shall be issued by the Director as a ministerial matter if the applicant is in compliance or has agreed to comply with subsections (A)(1) through (A)(14) of this section. At least 10 days prior to issuing a special use permit, the Director shall cause written notice to be mailed to the owner of record and occupants of all properties within 500 feet of the location of the group home. Prior to issuance of the special use permit, the Director shall hold a public hearing

for the purpose of receiving information regarding compliance with the applicable provisions of subsections (A) and (B) of this section. The issuance of the special use permit shall be denied upon a determination, and if already issued shall be denied or revoked upon a hearing, by the Director that any of the following circumstances exist:

(1) Any owner/operator or staff person has provided materially false or misleading information on the application or omitted any pertinent information;

(2) Any owner/operator or staff person has an employment history in which he or she was terminated during the past two years because of physical assault, sexual harassment, embezzlement or theft; falsifying a drug test; and selling or furnishing illegal drugs or alcohol.

(3) Any owner/operator or staff person has been convicted of or pleaded nolo contendere, within the last seven to 10 years, to any of the following offenses:

(a) Any sex offense for which the person is required to register as a sex offender under California Penal Code section 290 (last 10 years);

(b) Arson offenses—Violations of Penal Code Sections 451—455 (last seven years); or

(c) Violent felonies, as defined in Penal Code section 667.5, which involve doing bodily harm to another person (last 10 years).

(d) The unlawful sale or furnishing of any controlled substances (last seven years).

(4) Any owner/operator or staff person is on parole or formal probation supervision on the date of the submittal of the application or at any time thereafter.

(5) The owner/operator accepts residents, other than a house manager, who are not disabled as defined by the FHAA and FEHA.

(6) A special use permit for a sober living home shall also be denied upon a determination, and if already issued, any transfer shall be denied or revoked, upon a hearing, by the Director that any of the following additional circumstances exist:

(a) Any owner/operator or staff person of a sober living home is a recovering drug or alcohol abuser and upon the date of application or employment has had less than one full year of sobriety.

(b) The owner/operator of a sober living home fails to immediately take measures to remove any resident who uses alcohol or illegally uses prescription or non-prescription drugs, or who is not actively participating in a legitimate recovery program from contact with all other sober residents.

(c) The sober living home, as measured by the closest property lines, is located within 1000 feet of any other sober living home or state licensed alcoholism or drug abuse recovery or treatment facility. If a state-licensed alcoholism or drug abuse recovery or treatment facility moves within 1000 feet of an existing sober living home this shall not cause the revocation of the sober living home's permit or be grounds for denying a transfer of such permit.

(7) For any other significant and/or repeated violations of this section and/or any other applicable laws and/or regulations, including, but not limited to, failure to comply with the provisions of subsections (A)(10) through (13).

(8) Revocation shall not apply to any group home, which otherwise would cause it to be in violation of this section, that has obtained a reasonable accommodation pursuant to Chapter 16.73 of this Code.

C. Compliance

(1) Existing group homes must apply for a special use permit within 90 days of the effective date of this section.

(2) Group homes that are in existence upon the effective date of this section shall have six (6) months from the effective date of this section to comply with its provisions, provided that any existing group home, which is serving more than six residents, must first comply with the six-resident maximum. A group home owner and/or operator may, upon written request, be granted extensions of up to a total of six (6) additional months to comply with this section, pursuant to Director approval. Any extensions may be granted only upon a finding that the owner and/or operator has exercised due diligence and taken all reasonable steps to comply with this section. Token or perfunctory actions shall not constitute compliance for purposes of this provision.

(3) Existing group homes obligated by a written lease exceeding one year from the effective date of the ordinance, or whose activity involves investment of money in leasehold or improvements such that a longer period is necessary to prevent undue financial hardship, are eligible for up to one additional year's grace period pursuant to Director approval."

SECTION 2. Paragraph I of Section 16.44.150 of the Murrieta Municipal Code is replaced, in its entirety, to read as follows:

"I. Rooming and Boarding House. A rooming and boarding house as defined in Chapter 16.110 of this title, may be established only upon approval of a conditional use permit for six (6) or fewer occupants, and shall be prohibited for more than six (6) occupants subject to the following standards (Short-Term Vacation Rentals that are regulated separately fall outside of this criteria. See, Chapter 5.27 (Short-Term Vacation Rentals) of the Murrieta Municipal Code for further criteria on these uses):

1. Filing Requirements. In addition to the regular application information, the application for a conditional use permit for a rooming and boarding house shall include the following information:

- a. Any proposed restrictions or limitations on the resident profile, such as men only, women only, families with children, elderly or special needs;
- b. The number of rooms to be used for sleeping purposes, and the maximum number of residents including on-site management staff, if any; and
- c. Any proposed limitations on the maximum stay for each resident.

2. Site Location Criteria. In evaluating a proposed rooming and boarding house the following criteria shall be considered:

- a. Compatibility of the proposed use with neighboring uses;
- b. Whether the use will result in harm to the health, safety or general welfare of the surrounding neighborhood, and substantial adverse impacts on adjoining properties or land uses will not result;
- c. The proximity of the use to shopping and services, and access to public transportation; and
- d. To avoid an over-concentration of rooming and boarding houses there shall be a minimum separation requirement of five hundred (500) feet, measured from the nearest outside building walls, between the subject use and any other rooming and boarding home or other group housing as defined in this title or in state law.

3. Development Standards. Any rooming and boarding house shall comply with the following:

- a. Structures and landscaping shall be compatible with the character of the surrounding neighborhood;
- b. Sufficient on-site parking shall be provided (the precise number of parking spaces required will be determined by the approving authority based on the operating characteristics of the specific proposal);
- c. Both indoor and outdoor open areas shall be provided on site;
- d. All setback standards of the underlying zone shall be met; and
- e. Signs as permitted in Chapter 16.38.

4. Notification. Notification of the conditional use permit public hearing shall be done in accordance with Chapter 16.52 of this title.

5. Existing Facilities. Upon the expiration of any conditional use permit, an existing rooming and boarding house or sober living home must comply with the requirements of this Section 16.44.150.

6. Changes to Operation. Any change in operating conditions from what was originally approved and imposed by the city, including, but not limited to, the number of occupants or residents, or any modifications to the conditions of approval pursuant to the required conditional use permit, shall require the immediate submittal of a request for revision of the required conditional use permit.

J. Parolee-Probationer Home. A parolee-probationer home, as defined in Chapter 16.110 of this title, may be established only upon approval of a conditional use permit for six (6) or fewer occupants, and shall be prohibited for more than six (6) occupants subject to the following standards.

1. Filing Requirements. In addition to the regular application information, the application for a conditional use permit for a parolee-probationer home shall include the following information:

- a. Client profile (the subgroup of the population the facility is intended to serve);
- b. Maximum number of occupants, including support staff;
- c. Proposed maximum stay for each parolee-probationer;
- d. A description of support services to be provided on-site and projected staffing level, if any;
- e. Site plan and floor plans; and
- f. Rules of conduct and business management plan.

2. Site Location Criteria. In evaluating a proposed parolee-probationer home, the following criteria shall be considered:

- a. Compatibility of the proposed use with neighboring uses;
- b. Whether establishment of the facility will not result in harm to the health, safety or general welfare of the surrounding neighborhood, and substantial adverse impacts on adjoining properties or land uses will not result;
- c. Facility shall be located along or near a collector or arterial street with reasonable access to public transportation;
- d. Facility shall be accessible to necessary support services;
- e. To avoid an over-concentration of parolee-probationer homes, there shall be a one thousand (1,000) foot separation requirement as measured from the nearest outside building walls

between the subject use and any other parolee-probationer home or other group housing as defined in this title or in state law;

f. To avoid an over-concentration of group housing facilities, there shall be a one thousand (1,000) foot separation requirement as measured from the nearest outside building walls between the subject use and any other group housing set forth in this subsection; and

g. That parolee-probationer homes shall not be located within one thousand (1,000) feet of a public or private school (pre-school through twelfth (12th) grade), student housing, senior housing, child care facilities, public parks and trails, or businesses licensed for on- or off-site sales of alcoholic beverages, as measured from any point on the outside walls of the parolee-probationer home to the nearest property line of the noted use.

3. Development Standards. Any parolee-probationer home shall comply with the following:

a. Facility shall be compatible with the character of the surrounding neighborhood;
b. Sufficient on-site parking shall be provided (the precise number of parking spaces required will be determined by the approving authority based on the operating characteristics of the specific proposal);

c. Both indoor and outdoor open areas shall be provided on site;

d. All setback standards of the underlying zone shall be met;

e. Signs as permitted in Chapter 16.38;

f. On-site staff supervision shall be required for parolee-probationer homes during all hours of operation;

g. Individual client stays at parolee-probationer homes shall not exceed one hundred eighty (180) days; and

h. The facility's management shall participate in any formal residential crime prevention program (i.e., Crime Free Multi-Housing Program) provided by the city and as required under the conditional use permit and, if the program offers certification, then that certification shall be obtained and maintained in current status.

4. Notification. Notification of the conditional use permit public hearing shall be done in accordance with Chapter 16.52 of this title.

5. Existing Facilities.

a. Upon the expiration of any conditional use permit, an existing parolee-probationer home must comply with the requirements of this Section 16.44.150.J.

b. An existing parolee-probationer home established pursuant to any conditional use permit discontinued for any period of time, excluding a maximum thirty- (30-) day closure required to perform necessary repair or restoration which does not increase the square footage of the residence, is deemed abandoned and any subsequent establishment of a parolee-probationer home on the premises shall be required to first obtain a new conditional use permit.

6. Changes to Operation. Any change in operating conditions from what was originally approved and imposed by the city, including, but not limited to, the number of occupants, residents or parolees-probationers, or modifications to the conditions of approval pursuant to the required conditional use permit shall require the immediate submittal of a request for revision of the required conditional use permit.

SECTION 3. Table 16.08-2 of Section 16.08.010 of the Murrieta Municipal Code is replaced, in its entirety, to read as follows:

**TABLE 16.08-1
USE TABLE
FOR RESIDENTIAL (SINGLE-FAMILY) ZONING DISTRICTS
Permit Requirement by District**

Symbol	Applicable Process						See Chapter
P	Permitted Land Use - Compliance with development standards and zoning clearance required						16.74
C	Conditional Use - Conditional use permit required						16.52
"Blank"	Land use not permitted						
Land Use ^{(1) (2)}	RR	ER-1	ER-2	ER-3	SF-1	SF-2	See Standards in Section
Agriculture, Open Space and Resources							
Animal Keeping	P	P	P	P	P	P	16.44.040
Crop Production, Commercial	P	P	P				
Electric Vehicle Charging Stations ⁽⁷⁾	P	P	P	P	P	P	15.63 , 16.34 , 16.44.115
Equestrian Facilities, Commercial	P	P	P	P	P	P	
Kennels Residential/Commercial	P ⁽³⁾						16.44.040 .E. 2.
Nature Preserves	P	P	P				
Plant Nurseries, Commercial	C	C	C				
Open Space	P	P	P	P	P	P	
Wind Conversion Energy Systems (non-commercial)	C						
Communication Facilities							

Satellite Dishes/Antennas	P	P	P	P	P	P	16.44.170A
Wireless Communication Facilities	C	C	C	C	C	C	16.44.170B
Education, Public Assembly and Recreation							
Bingo	C	C	C	C	C	C	16.44.210
Cannabis Cultivation, Processing, Delivery, and Dispensary (Commercial)							
Cannabis Testing Laboratory							
Cannabis Dispensary (Recreational Retail Storefront)							
Medicinal Cannabis Delivery Service (Mobile Activities for Patients and Caregivers)	P	P	P	P	P	P	16.44.250
Medicinal Cannabis Delivery Service (Physical Delivery Logistics Location)							
Churches, places of worship	C	C	C	C	C	C	
Cemeteries, Mortuaries, Crematoriums, Mausoleums	C	C	C				
Golf Courses, Country Clubs, Driving Ranges	C	C	C	C	C		
Private Residential Recreational Facilities	P	P	P	P	P	P	See definition
Schools	C	C	C	C	C	C	
Residential							

Accessory Dwelling Units	P	P	P	P	P	P	16.44.160
Assisted Living/Skilled Nursing	C	C	C	C	C	C	
Bed and Breakfast Inns	C	C	C				
Child Day Care Centers	C	C	C	C	C	C	16.44.050
Group Homes	P ⁽¹¹⁾	P ⁽¹¹⁾	P ⁽¹¹⁾	P ⁽¹¹⁾	P ⁽¹¹⁾	P ⁽¹¹⁾	16.44.045
Home Occupations	P	P	P	P	P	P	16.60.030
Junior Accessory Dwelling Unit	P	P	P	P	P	P	16.44.160
Large Family Day-Care Homes - 9 to 14 children ⁽⁵⁾	P	P	P	P	P	P	16.44.050
Manufactured Housing (including mobile homes) ⁽⁶⁾	P	P	P	P	P	P	16.44.050
Marijuana Cultivation, Processing, Delivery, and Dispensary							
Medical Marijuana Dispensary							
Medical Marijuana Dispensary, Mobile							
Mobile Home Parks	C	C	C	C	C	C	
Model Homes/Sales Office	P	P	P	P	P	P	
Multi-family Housing						P	
Personal Services (Limited)	P ⁽⁹⁾⁽¹⁰⁾	P ⁽⁹⁾⁽¹⁰⁾	P ⁽⁹⁾⁽¹⁰⁾	P ⁽⁹⁾⁽¹⁰⁾	P ⁽⁹⁾⁽¹⁰⁾	P ⁽⁹⁾⁽¹⁰⁾	See Definition 5.18 , 16.44.270
Residential Accessory Uses and Structures	P	P	P	P	P	P	16.44.150

Residential Care Homes - up to 6 Clients	P	P	P	P	P	P	
Residential Care Homes - 7+ Clients	C	C	C	C	C	C	
Residential Wedding/Event Facilities ⁽⁴⁾	C	C	C				16.44.230
Rooming/Boarding Houses	C	C	C	C	C	C	16.44.150 I
Short-Term Vacation Rentals (STVRs) - Hosted ⁽⁸⁾	P	P	P	P	P	P	5.27 and 16.44.260
Short-Term Vacation Rentals (STVRs) - Non-Hosted ⁽⁸⁾	P	P	P				5.27 and 16.44.260
Single-family Homes	P	P	P	P	P	P	
Small Family Day-Care Homes - Up to 8 children ⁽⁵⁾	P	P	P	P	P	P	16.44.050
Supportive Housing	P	P	P	P	P	P	16.44.200
Transitional Housing (including SRO/Efficiency units)	P	P	P	P	P	P	16.44.200

Notes:

- (1) See Section [16.04.020](#) regarding uses not listed.
- (2) See Article VI for definitions of the land uses listed.
- (3) Kennels existing as of January 1, 2014 within the RR zone are a legal-conforming land use and are permitted to continue in operation subject to no changes in the existing operation and/or compliance with the development standards contained in Section [16.44.040](#).E.2.
- (4) Minimum five (5) acre property.
- (5) Zoning clearance not required.
- (6) Any development standards imposed shall be limited to those specified in state law. See California Code of Regulations, Title 25 (Housing and Community Development), Division 1 for additional details and requirements.
- (7) For EVCS - Subject to the Minor Conditional Use Permit appeal provisions for identified Public Health and Safety issues as described in [Chapter 15.63](#).
- (8) For STVRs - Subject to the Citywide maximum, locational, and operational criteria, as described in [Chapter 5.27](#) and Section [16.44.260](#) of this Municipal Code.

- (9) Limited to a massage accessory use in conjunction with establishment of the following primary uses: assisted living/skilled nursing. No other personal service are permitted. Refer to Section 16.44.270.B.3 (Massage Accessory Use) and [Chapter 5.18](#) (Massage Businesses and Massage Therapists) for additional details.
- (10) Refer to Section [5.18.150](#) (Exemptions) for the types of “Professions and Services” which shall not be classified as a massage establishment.
- (11) Subject to a Special Permit issued pursuant to Section 16.44.045.

SECTION 4. Section 16.110.020 of Chapter 110 of Title 16 of the Murrieta Municipal Code is hereby amended to revise the following definition to read as follows:

“Rooming and Boarding Houses. A residence or dwelling, other than a hotel, wherein three (3) or more rooms, with or without individual or group cooking facilities, are rented to individuals under separate rental agreements or leases, either written or oral, whether or not an owner, agent or rental manager is in residence. Included within the definition of "rooming and boarding house" are parolee-probationer homes as defined herein. Does not include short-term vacation rentals, which are defined under this section and regulated under Chapter 5.27 (Short-Term Vacation Rentals) and Title 16.

SECTION 5. Section 16.110.020 of Chapter 110 of Title 16 of the Murrieta Municipal Code is hereby amended by adding the following definition:

“Group Home. A facility that is being used as a supportive living environment for persons who are considered disabled under state or federal law. A group home operated by a single operator or service provider (whether licensed or unlicensed) constitutes a single facility, whether the facility occupies one or more dwelling units. Group homes include sober living homes but shall not include the following as defined in this code: Assisted Living/Skilled Nursing, Bed and Breakfast Inn, Short-Term Vacation Rental (STVR), Hotel or Motel, Live/Work Facility, Residential Care Homes, Rooming and Boarding Houses, Senior Citizen Congregate Care Housing, Single Room Occupancy (SRO) (also known as an Efficiency Unit), Skilled Nursing-Short Term, Supportive Housing, Transitional Housing and Transitional Housing Development.”

SECTION 6 Section 16.110.020 of Chapter 110 of Title 16 of the Murrieta Municipal Code is hereby amended by revising the following definition to read as follows:

“Residential Care Homes. Facilities providing residential social and personal care for children, the elderly, and people with limited ability for self-care, but where medical care is not a major element. Includes: children’s homes; transitional houses; orphanages; rehabilitation centers; and self-help group homes. Convalescent homes, nursing homes, and similar facilities providing medical care are included under the definition of “Assisted Living/Skilled Nursing.” This use definition does not include sober living homes or any other facility that meets the definition of a Group Home, whether licensed or unlicensed.”

SECTION 7. This ordinance is exempt from the California Environmental Quality Act (“CEQA”) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 8. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 9. This Ordinance shall become effective on the thirty-first (31st) day after its passage and adoption, and within fifteen (15) days after its final passage and the City Clerk shall cause it to be posted and published in a newspaper of general circulation, printed, published and circulated in the City in the manner required by law and shall cause a copy of this Ordinance and its certification, to be entered in the Book of Ordinances of the City.

PASSED AND ADOPTED this ____ day of _____, 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 Ordinance No. 25-_____ was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the ____th day of _____, 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:

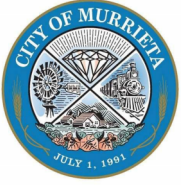
Cristal McDonald, City Clerk

I, Cristal McDonald, City Clerk of the City of Murrieta, California further certify that Ordinance No. 25-_____ was duly published according to law and the order of the City Council of said City and the same was so published in *Press Enterprise*, a newspaper of general circulation on the following date(s):

Adopted Ordinance: _____, 2025.

In witness whereof, I have hereunto subscribed my name this __ day of _____, 2025.

Cristal McDonald, City Clerk



CITY OF MURRIETA

City Council Meeting Agenda

Report

9/2/2025
Agenda Item No. 10.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, AICP, Development Services Director

PREPARED BY: David Chantarangsu, AICP, Development Services Director

SUBJECT: Municipal Code Amendment (MCA-2025-00011): Consideration of a Proposed Ordinance Revising Title 16 (Development Code) of the Murrieta Municipal Code by Adding Section 16.44.045 and Amending Sections 16.08.010, 16.44.150, and 16.110.020 Related to Group Homes, Sober Living Homes, and Residential Care Facilities

RECOMMENDATION

Conduct the Public Hearing and receive public comments;

Find that the proposed ordinance is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment based on the fact that it can be seen with certainty that there is no possibility that adoption of the proposed ordinance would not have a significant effect on the environment; and

Introduce and conduct the first reading of Ordinance No. 624-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, to Revise Title 16 of the Murrieta Municipal Code by Adding Section 16.44.045 and Amending Sections 16.08.010, 16.44.150, and 16.110.020 Related to Group Homes, Sober Living Homes, and Residential Care Facilities.*

PRIOR ACTION/VOTE

On August 13, 2025, the Planning Commission voted to recommend that the City Council approve the proposed ordinance, with the caveat that a greater separation distance be considered (Vote: 3-0-2).

In 2007, the City Council adopted Ordinance No. 382-07, establishing definitions and development standards for group homes, including sober living homes (Vote: 5-0).

In 2010, the City Council adopted Ordinance No. 441-10 clarifying and revising development standards for group homes, including sober living homes (Vote: 5-0).

CITY COUNCIL GOAL

Provide a high level of innovative public safety.

DISCUSSION

Sober living homes came into existence out of the founding of Alcoholics Anonymous through the establishment of “Twelve Step Homes,” as an alternative to institutional treatment for individuals recovering from alcohol addiction in the 1940s. While residents of sober living homes are in recovery, they are considered to be disabled under state and federal disability laws. Operation of these homes requires no state license, and until recently, the operation of a sober living home could not be subject to any local zoning laws that did not otherwise apply to single-family homes.

Sober Living Homes Description

Sober living homes are operated as housing for individuals recovering from drug and alcohol addiction. Federal laws, such as the Fair Housing Amendments Act of 1988 (42 USC §§ 3601-3631) and the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336, 104 Stat. 328 (1990)), protect recovering individuals' rights to live in residential neighborhoods. California law, including the Lanterman Act (Welfare & Inst. Code § 5000 et seq.), Fair Employment and Housing Act (Gov. Code § 12900 et seq.) and California Community Care Facilities Act (Health & Safety Code §§ 1500 - 1567.94), provide similar protections for licensed residential care facilities for six or fewer individuals, requiring local agencies to consider the residents and operator as a family and preventing such facilities from being prohibited. These laws apply to both General Law and charter cities.

Sober living homes today operate largely on a private, market-based model. Because the residents of these homes are considered disabled during their recovery, state and federal laws prioritize the rights of individuals to obtain housing over city and neighborhood concerns regarding traffic, noise, crime, and neighborhood character. The City of Murrieta (City) does not track or otherwise monitor existing sober living homes; however, staff estimates there are around a dozen homes currently operating in the City based on information available on the internet.

Operational Issues

While the intent of sober living homes is to support residents in recovery in a community-based setting, the lack of regulation has led to harmful impacts for both neighborhoods and the disabled residents they serve. Overcrowding, excessive noise, transient populations, and traffic congestion have affected neighborhood stability, while poorly managed or profit-driven operations often fail to provide the supportive, home-like environment envisioned by disability laws. Cities have sought to correct these issues by establishing operational and spacing standards that preserve neighborhood character and prevent “institutionalization” of recovery housing. The operational issues addressed in the proposed ordinance benefit the disabled by promoting stable living environments that foster long-term recovery and align with the principles of resident well-being, safety, and equal housing access.

Documentation of Sober Living Home Operational Impacts on Residents in Recovery

The availability of government funding for the treatment of people suffering from drug and alcohol addiction resulted in the establishment of an extraordinary number of sober living homes that, in some cases, overwhelmed single-family neighborhoods. In 2017, an investigative series by the Southern California News Group (SCNG), identified the extensive and often problematic network of drug and alcohol rehabilitation centers across Southern California it dubbed the “Rehab Riviera” due to the widespread use of unlicensed sober living homes, frequently prioritizing profits over the well-being of recovering addicts. The report highlighted significant harms to both residents of sober living homes and the neighborhoods the homes were

in, and documented issues such as home overcrowding, home overconcentration, resident relapses, emergency service strains, and elevated crime in surrounding areas. For reference, SCNG's reporting is available online at: <https://www.ocregister.com/rehab-riviera/>. SCNG is the publisher of regional daily newspapers in Southern California, such as the *Press-Enterprise* and the *Orange County Register*.

City of Costa Mesa's Sober Living Ordinance

Federal, state, and local efforts to curb the negative issues commonly associated with unlicensed sober living homes were unsuccessful until 2024 when the City of Costa Mesa's ordinance addressing sober living homes was upheld by the Ninth Circuit Court of Appeals in *THE OHIO HOUSE, LLC V. CITY OF COSTA MESA, No. 22-56181 (9th Cir. 2024)*. Generally, the court held that the City's standards benefited disabled residents by establishing requirements that essentially raised the quality of care a disabled resident was likely to receive while recovering from addiction. Costa Mesa's ordinance addresses the following topics:

- Identification of the operators and house manager responsible for the occupants of the home;
- The legal entity responsible for operating the home;
- Policies and procedures critical to operation of the home;
- A limitation on the number of occupants;
- Parking requirements
- Limitations on "care and supervision" as defined by state law;
- House operating requirements;
- Notification requirements to County and City service providers in the event of an eviction;
- Transportation requirements for residents
- Separation requirements to prevent overconcentration of sober living homes in one neighborhood; and
- Rules of conduct for home occupants.

In addition, the ordinance established an application procedure giving city staff the ability to ensure all city standards were met before the sober living home began operations. Existing sober living homes were also required to obtain a use permit.

City of Murrieta Proposed Approach

With the establishment of procedures and operational requirements that prioritized the well-being of sober living home residents, Costa Mesa's ordinance was deemed valid and paved the way for cities to emulate the approaches adopted by Costa Mesa for the benefit of disabled residents. Staff is recommending the City follow Costa Mesa's approach to achieve the same benefits for its current and future residents who may be recovering from drug and alcohol addiction. The proposed ordinance in Attachment 1 lays out an approach styled after Costa Mesa's ordinance.

The only distinction between Costa Mesa's ordinance and the Planning Commission's recommended standards is the separation requirements between sober living homes. Costa Mesa's separation approach is essentially based on a "one home per block" approach. Using that approach, staff recommended the Planning Commission consider a 500-foot separation requirement in single-family zones, and 850 feet in the Rural Residential zone. While the Commission accepted the standards suggested by staff, the Planning Commission encouraged that a greater distance be considered if possible. The record of the Commission's action is included in Attachment 2.

In support of the Planning Commission's motion to the City Council, staff further evaluated the separation requirements. For context, Costa Mesa has a population density of approximately 7,000 persons per square mile over an area of 15.8 square miles. Single-family lot sizes are typically around 6,000 square feet. In contrast, Murrieta's population density is 3,300 persons per square mile over a land area of 33.6 square miles, with minimum lot sizes reaching up to 2.5 acres. The City's character is of a much lower density than Costa

Mesa by roughly half. To maintain a separation requirement that follows Costa Mesa's approach validated by the *Ohio House* decision but in keeping with Murrieta's low-density character, staff recommends the City Council use a 1,000-foot separation requirement for all single-family zones. The proposed standard would allow residents of sober living homes to enjoy the same low-density character that currently exists within the community by doubling the prior recommended approach based on the City's population density per square mile, thus diminishing the possibility of neighborhood parking shortfalls, overcrowded housing conditions, inordinate amounts of second-hand smoke, and noise in order to provide a comfortable living environment for persons with drug or alcohol addictions in which they remain clean and sober and can participate in a recovery program in a residential environment on par with Murrieta's current character.

Miscellaneous Changes

To accommodate the proposed changes to the Murrieta Municipal Code (MMC) for sober living homes, MMC Section 16.44.150 is replaced in its entirety to omit references to sober living homes adopted in prior ordinances. Similarly, the definitions of "Rooming and Boarding Houses" and Residential Care Homes were modified to omit references to sober living homes in MMC Chapter 16.110. Sober living homes are also now included in the definition of a "Group Home". Operational standards for sober living homes are contained in a new section at MMC 16.44.045.

Reasonable Accommodation

It is important to note that nearly any City standard related to housing is subject to "reasonable accommodation" pursuant to the Americans with Disabilities Act of 1990. Persons with disabilities may apply to have standards or requirements modified in order to have an equal opportunity to use or enjoy housing. The City's requirements for consideration of a reasonable accommodation request are contained in MMC Chapter 16.73. The proposed 1,000-foot separation requirement would be subject to the City's reasonable accommodation process and could result in a reduced separation if granted. The requests are considered on a case-by-case basis by the Development Services Director. The decisions are appealable to the Planning Commission and City Council.

ENVIRONMENTAL

The adoption of the proposed ordinance will not result in a change in the environment and is therefore not a project as defined by CEQA. The proposed changes establish operational development standards to improve the spacing and operations of sober living homes by preventing overcrowding to help disabled residents live in stable, quiet environments. Therefore, this ordinance is exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment, whereas here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment.

FISCAL IMPACT

There is no direct impact on the City's budget to adopt the ordinance. The proposed regulations may reduce calls for service to the Murrieta Fire Department and Murrieta Police Department by establishing requirements that ensure sober living homes are operated in a manner that protects the health, safety, and welfare of sober living home residents, and indirectly the neighborhoods in which they are located.

ATTACHMENTS

1. Ordinance No. 624-25
2. Planning Commission Resolution

ORDINANCE NO. 624-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, TO REVISE TITLE 16 OF THE MURRIETA MUNICIPAL CODE BY ADDING SECTION 16.44.045 AND AMENDING SECTIONS 16.08.010, 16.44.150, AND 16.110.020 RELATED TO GROUP HOMES, SOBER LIVING HOMES, AND RESIDENTIAL CARE FACILITIES

WHEREAS, under Article XI, Section 7 of the California Constitution, the City has been granted broad police powers to preserve the character and integrity of its residential neighborhoods, which powers have been recognized by both the California Supreme Court and the United States Supreme Court, the latter of which has stated that “it is within the power of the legislature to determine that the community should be beautiful as well as healthy, spacious as well as clean, well-balanced as well as carefully patrolled”; and

WHEREAS, the Federal Fair Housing Act Amendments (“FHAA”) and the California Fair Employment Housing Act (“FEHA”) prohibit enforcement of zoning ordinances which would on their face or have the effect of discriminating against equal housing opportunities for persons with disabilities; and

WHEREAS, a core purpose of the FHAA, FEHA and California’s Lanterman Act is to provide a broader range of housing opportunities for persons with disabilities; to free persons with disabilities, to the extent possible, from institutional style living; and to ensure that persons with disabilities have the opportunity to live in normal residential surroundings and use and enjoy a dwelling in a manner similar to the way a dwelling is enjoyed by the non-disabled; and

WHEREAS, to fulfill this purpose the FHAA and FEHA also require that the City provide reasonable accommodations to its zoning ordinances if such accommodation is necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling; and

WHEREAS, the Lanterman Act fulfills this purpose in part by requiring cities to treat state licensed residential care facilities serving six or fewer as a residential use; and

WHEREAS, in enacting this Ordinance the City Council of the City of Murrieta is attempting to strike a balance between the City’s and its residents’ interests of preserving the characteristics of residential neighborhoods and to provide opportunities for persons with disabilities to reside in such neighborhoods that are enjoyed by the non-disabled; and

WHEREAS, over the past several years the City, County and State have seen a significant increase in the number of single- and multi-family homes being utilized as alcohol and drug recovery facilities (hereafter, “sober living homes”); and

WHEREAS, the Substance Abuse and Crime Prevention Act of 2000 (hereafter, “the Act”) adopted by California voters provides that specified first-time drug and alcohol offenders

are to be afforded the opportunity to receive substance abuse treatment rather than incarceration thereby increasing the demand for sober living homes; and

WHEREAS, the Affordable Care Act has significantly expanded the availability of health care coverage for substance abuse treatment; and

WHEREAS, the City of Murrieta has seen an increase in the number of sober living homes, which has generated secondary impacts including, but not limited to neighborhood parking shortfalls, overcrowded housing conditions, inordinate amounts of second-hand smoke, and noise; and the clustering of sober living facilities in close proximity to each other creating near neighborhoods of sober living homes; and

WHEREAS, the purpose of sober living homes is to provide a comfortable living environment for persons with drug or alcohol addictions in which they remain clean and sober and can participate in a recovery program in a residential, community environment, and so that they have the opportunity to reside in the residential neighborhood of their choice; and

WHEREAS, recovering alcoholics and drug addicts, who are not currently using alcohol or drugs, are considered to be disabled under both the FHAA and FEHA; and

WHEREAS, the City has found that at least some operators of sober living homes are driven more by a motivation to profit rather than to provide a comfortable living environment in which recovering addicts have a realistic potential of recovery, or to provide a living environment which remotely resembles the manner in which the non-disabled use and enjoy a dwelling; and

WHEREAS, establishing distance requirements for sober living homes is reasonable and non-discriminatory, helping to preserve the residential character of neighborhoods while also furthering the interest of ensuring that individuals with disabilities are not living in overcrowded environments that are counterproductive to their well-being and recovery; and

WHEREAS, sober living homes do not function as a single housekeeping unit for the following reasons: (1) they house extremely transient populations; (2) the residents generally have no established ties to each other when they move in and typically do not mingle with other neighbors; (3) neighbors generally do not know who or who does not reside in the home; (4) the residents have little to no say about who lives or doesn't live in the home; (5) the residents do not generally share expenses; (6) the residents are often responsible for their own food, laundry and phone; (7) when residents disobey house rules they are involuntarily removed from the house; (8) the residents generally do not share the same acquaintances; and (9) residents often pay rents that are significantly higher than market rate; and

WHEREAS, the size and makeup of sober living homes is dissimilar and larger than the City's average household size of approximately 3 persons per dwelling (3.09 persons per household according to the 2025 Department of Finance "E-5 Population and Housing Estimates for Cities, Counties, and the State") published May 1, 2025), creating impacts on water, sewer, roads, parking and other City services that are far greater than the average household. A sober living home would typically house six individuals or more, a number at least double the average

household size of 3.17 persons in Riverside County according to the most recent U.S. federal census data and thus represents approximately the top 10% of household sizes in the County; and

WHEREAS, all the individuals residing in a sober living home are generally over the age of 18, while the average household has just 1.76 individuals over the age of 18 according to the most recent federal census data; and

WHEREAS, the City and public utility providers utilize federal census data and other information relating to the characteristics of residential neighborhoods to, among other things: (1) determine the design of residential homes, residential neighborhoods, park systems, library systems, transportation systems; (2) determine parking and garage requirements of various (bedroom) sizes and density of units; (3) develop its General Plan and zoning ordinances; (4) determine police and fire staffing; (5) determine impacts to water, sewer and other services; and (5) establish impacts fees that fairly and proportionally fund facilities for traffic, parks, libraries, police and fire; and

WHEREAS, due to their highly transient populations, above-average numbers of unrelated adults residing in a single dwelling, and limited regulatory oversight, sober living homes present challenges not typically associated with traditional residential uses, including but not limited to: housing large groups of unrelated adults who may or may not be supervised; disproportionately high numbers of vehicles associated with a single residence, resulting in increased traffic and on-street parking congestion; excessive noise and outdoor smoking that interfere with neighbors' enjoyment of their property; neighbors often unaware of who resides in the home; minimal participation in community activities that foster neighborhood cohesion; a history of opening facilities in violation of the Murrieta Municipal Code with little regard for neighborhood impacts; disproportionate demands on public services such as sewer, water, parks, libraries, transportation infrastructure, fire, and police; tendencies for facilities to cluster in certain areas; and the potential influx of individuals with criminal records; and

WHEREAS, a variable separation requirement will still allow for a reasonable market for the purchase and operation of sober living homes within the City and still result in preferential treatment for sober living homes in that non-disabled individuals in a similar living situation (i.e., in boardinghouse-style residences) have fewer housing opportunities than disabled persons; and

WHEREAS, housing inordinately large numbers of unrelated adults in a single dwelling or congregating sober living homes in close proximity to each other does not provide persons with disabilities with an opportunity to "live in normal residential surroundings," but rather places them into living environments bearing more in common with the types of institutional/campus/dormitory living that the FEHA and FHAA were designed to provide relief from for persons with disabilities, and which no reasonable person could contend provides a life in a normal residential surrounding; and

WHEREAS, notwithstanding the above, the City Council recognizes that while not in character with residential neighborhoods, when operated responsibly, group homes, including sober living homes, provide a societal benefit by providing persons with disabilities the opportunity to live in residential neighborhoods, as well as providing recovery programs for

individuals attempting to overcome their drug and alcohol addictions, and that therefore providing greater access to residential zones to group homes, including sober living homes, than to boardinghouses or any other type of group living provides a benefit to the City and its residents; and

WHEREAS, without some regulation there is no way of ensuring that the individuals entering into a group home are disabled individuals and entitled to reasonable accommodation under local and state law; that a group home is operated professionally to minimize impacts to the surrounding neighborhood; and that the secondary impacts from over concentration of both group homes in a neighborhood and large numbers of unrelated adults residing in a single facility in an individual home are lessened; and

WHEREAS, in addition to group homes locating in residential neighborhoods, other state-licensed residential care facilities are also taking up residence in these neighborhoods; and

WHEREAS, the purpose of group homes for persons with disabilities is to provide the disabled an equal opportunity to comfortably reside in the residential neighborhood of their choice; and

WHEREAS, this Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures, and has been found to be exempt pursuant to Section 15061(b)(3) (General Rule) of the CEQA Guidelines, in that the City Council hereby finds that it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 16.44.045 is hereby added to Chapter 44 of Title 16 of the Murrieta Municipal Code to read as follows:

“16.44.045 Group Homes

Purpose. This Section is intended to preserve the residential character of single-family residential neighborhoods and to further the purposes of the FEHA, the FHAA and the Lanterman Act by, among other things: (1) ensuring that group homes are actually entitled to the special accommodation and/or additional accommodation provided under the Murrieta Municipal Code and not simply skirting the city's boarding house regulations; (2) limiting the secondary impacts of group homes by reducing noise and traffic, preserving safety and providing adequate on street parking; (3) providing an accommodation for the disabled that is reasonable and actually bears some resemblance to the opportunities afforded non-disabled individuals to use and enjoy a dwelling unit in a single-family neighborhood; and (4) to provide comfortable living environments that will enhance the opportunity for the disabled and for recovering addicts to be successful in their programs.

A. A group home may locate in any single-family zone with a special use permit provided:

(1) An application for a group home is submitted to the Director by the owner/operator of the group home. The application shall provide the following:

(a) The name, address, phone number and driver's license number of the owner/operator;

(b) If the applicant and/or operator is a partnership, corporation, firm or association, then the applicant/operator shall provide the additional names and addresses as follows and such persons shall also sign the application:

(i) Every general partner of the partnership,

(ii) Every owner with a controlling interest in the corporation,

(iii) The person designated by the officers of a corporation as set forth in a resolution of the corporation that is to be designated as the permit holder;

(c) The license and permit history of the applicant(s), including whether such applicant(s), in previously operating a similar use in this or another city, county or state under license and/or permit, has had such license and/or permit revoked or suspended, and the reason therefor;

(d) The name, address, phone number and driver's license number of the house manager;

(e) A copy of the group home rules and regulations;

(f) Written intake procedures;

(g) The relapse policy;

(h) An affirmation by the owner/operator that only residents (other than the house manager) who are disabled as defined by state and federal law shall reside at the group home;

(i) Blank copies of all forms that all residents and potential residents are required to complete; and

(j) A fee for the cost of processing of the application as set by resolution of the City Council.

No person shall open a group home or begin employment with a group home until this information has been provided and such persons shall be responsible for updating any of this information to keep it current.

(2) The group home has six or fewer occupants, not counting a house manager, but in no event shall have more than seven occupants. If the dwelling unit has a secondary accessory unit, occupants of both units will be combined to determine whether or not the limit of six occupants has been exceeded.

(3) The group home shall not be located in an accessory secondary unit unless the primary dwelling unit is used for the same purpose.

(4) The group home has a house manager who resides at the group home or any multiple of persons acting as a house manager who are present at the group home on a 24 hour basis and who are responsible for the day-to-day operation of the group home.

(5) All garage and driveway spaces associated with the dwelling unit shall, at all times, be available for the parking of vehicles.

(6) Occupants must not require and operators must not provide "care and supervision" as those terms are defined by Health and Safety Code section 1503.5 and section 80001(c)(3) of Title 22, California Code of Regulations.

(7) Integral group home facilities are not permitted. Applicants shall declare, under penalty of perjury, that the group home does not operate as an integral use/facility. Integral facilities

include any combination of two (2) or more group homes which may or may not be located on the same or contiguous parcels of land, that are under the control and management of the same owner, operator, management company or licensee or any affiliate of any of them, and are integrated components of one (1) operation. Integral uses include any two (2) or more residential care programs commonly administered by the same owner, operator, management company or licensee, or any affiliate of any of them, in a manner in which participants in two (2) or more care programs participate simultaneously in any care or recovery activity or activities so commonly administered.

(8) If the group home operator is not the property owner, written approval from the property owner to operate a group home at the property.

(9) The property must be fully in compliance with all building codes, municipal codes and zoning regulations.

(10) At least 48 hours prior to an occupant's eviction from or involuntary termination of residency in a group home, the operator thereof shall:

(a) Notify the person designated as the occupant's emergency contact or contact of record that the occupant will no longer be a resident at the home;

(b) Contact the Riverside County Department of Social Services and/or another entity designated by the City to determine the services available to the occupant, including, but not limited to, alcohol and drug inpatient and outpatient treatment;

(c) Notify the city's Community Services Department that an occupant is no longer a resident at the home, and determine the services available therefrom;

(d) Provide the information obtained from paragraphs b and c of this subsection and any other treatment provider or service to the occupant prior to his or her release on a form provided by the City and obtain the occupant's signed acknowledgement thereon;

(e) Provided, however, that if the occupant's behavior results in immediate termination of residency pursuant to rules approved by the City as part of the special use permit for that facility, the operator shall comply with paragraphs a through d of this subsection as soon as possible.

(11) Prior to an occupant's eviction from or involuntary termination of residency in a group home, the operator thereof shall also:

(a) Make available to the occupant transportation to the address listed on the occupant's driver license, state-issued identification card, or the permanent address identified in the occupant's application or referral to the group home;

(b) Provided, however, that should the occupant decline transportation to his or her permanent address or otherwise has no permanent address, then the operator shall make available to the occupant transportation to another group home or residential care facility that has agreed to accept the occupant.

(12) The group home operator shall maintain records for a period of one year following eviction from or involuntary termination of residency of an occupant that document compliance with subsections (A)(10) and (A)(11) of this section; provided, however, that nothing herein shall require an operator of a group home to violate any provision of state or federal law regarding confidentiality of health care information. The group home operator may not satisfy the obligations set forth in subsection (A)(11) of this section by providing remuneration to the occupant for the cost of transportation.

(13) All drivers of vehicles picking up or dropping off persons at a group home shall comply with all applicable provisions of this Code and the Vehicle Code, including, but not limited to, those provisions regulating licensure and parking, standing and stopping.

(14) In addition to the regulations outlined above, the following shall also apply to sober living homes:

(a) The sober living home is not located within 1,000 feet, as measured from the closest property lines, of any other sober living home or a state licensed alcoholism or drug abuse recovery or treatment facility in any single-family zone..

(b) All occupants, other than the house manager, must be actively participating in legitimate recovery programs, including, but not limited to, Alcoholics Anonymous or Narcotics Anonymous and the sober living home must maintain current records of meeting attendance. Under the sober living home's rules and regulations, refusal to actively participate in such a program shall be cause for eviction.

(c) The sober living home's rules and regulations must prohibit the use of any alcohol or any non-prescription drugs at the sober living home or by any recovering addict either on or off site. The sober living home must also have a written policy regarding the possession, use and storage of prescription medications. The facility cannot dispense medications but must make them available to the residents. The possession or use of prescription medications is prohibited except for the person to whom they are prescribed, and in the amounts/dosages prescribed. These rules and regulations shall be posted on site in a common area inside the dwelling unit. Any violation of this rule must be cause for eviction under the sober living home's rules for residency and the violator cannot be re-admitted for at least 90 days. Any second violation of this rule shall result in permanent eviction. Alternatively, the sober living home must have provisions in place to remove the violator from contact with the other residents until the violation is resolved.

(d) The number of occupants subject to the sex offender registration requirements of Penal Code section 290 does not exceed the limit set forth in Penal Code section 3003.5 and does not violate the distance provisions set forth in Penal Code section 3003.

(e) The sober living home shall have a written visitation policy that shall preclude any visitors who are under the influence of any drug or alcohol.

(f) The sober living home shall have a good neighbor policy that shall direct occupants to be considerate of neighbors, including refraining from engaging in excessively loud, profane or obnoxious behavior that would unduly interfere with a neighbor's use and enjoyment of their dwelling unit. The good neighbor policy shall establish a written protocol for the house manager/operator to follow when a neighbor complaint is received.

(g) The sober living home shall not provide any of the following services as they are defined by section 10501(a)(6) of Title 9, California Code of Regulations: detoxification; educational counseling; individual or group counseling sessions; and treatment or recovery planning.

(h) An applicant may seek relief from the strict application of this section by submitting an application to the Director setting forth specific reasons as to why accommodation over and above this section is necessary under state and federal laws, pursuant to Chapter 16.73 of this Code.

(B) The special use permit shall be issued by the Director as a ministerial matter if the applicant is in compliance or has agreed to comply with subsections (A)(1) through (A)(14) of this section. At least 10 days prior to issuing a special use permit, the Director shall cause written notice to be mailed to the owner of record and occupants of all properties within 500 feet of the location of the group home. Prior to issuance of the special use permit, the Director shall hold a public hearing

for the purpose of receiving information regarding compliance with the applicable provisions of subsections (A) and (B) of this section. The issuance of the special use permit shall be denied upon a determination, and if already issued shall be denied or revoked upon a hearing, by the Director that any of the following circumstances exist:

(1) Any owner/operator or staff person has provided materially false or misleading information on the application or omitted any pertinent information;

(2) Any owner/operator or staff person has an employment history in which he or she was terminated during the past two years because of physical assault, sexual harassment, embezzlement or theft; falsifying a drug test; and selling or furnishing illegal drugs or alcohol.

(3) Any owner/operator or staff person has been convicted of or pleaded nolo contendere, within the last seven to 10 years, to any of the following offenses:

(a) Any sex offense for which the person is required to register as a sex offender under California Penal Code section 290 (last 10 years);

(b) Arson offenses—Violations of Penal Code Sections 451—455 (last seven years); or

(c) Violent felonies, as defined in Penal Code section 667.5, which involve doing bodily harm to another person (last 10 years).

(d) The unlawful sale or furnishing of any controlled substances (last seven years).

(4) Any owner/operator or staff person is on parole or formal probation supervision on the date of the submittal of the application or at any time thereafter.

(5) The owner/operator accepts residents, other than a house manager, who are not disabled as defined by the FHAA and FEHA.

(6) A special use permit for a sober living home shall also be denied upon a determination, and if already issued, any transfer shall be denied or revoked, upon a hearing, by the Director that any of the following additional circumstances exist:

(a) Any owner/operator or staff person of a sober living home is a recovering drug or alcohol abuser and upon the date of application or employment has had less than one full year of sobriety.

(b) The owner/operator of a sober living home fails to immediately take measures to remove any resident who uses alcohol or illegally uses prescription or non-prescription drugs, or who is not actively participating in a legitimate recovery program from contact with all other sober residents.

(c) The sober living home, as measured by the closest property lines, is located within 1000 feet of any other sober living home or state licensed alcoholism or drug abuse recovery or treatment facility. If a state-licensed alcoholism or drug abuse recovery or treatment facility moves within 1000 feet of an existing sober living home this shall not cause the revocation of the sober living home's permit or be grounds for denying a transfer of such permit.

(7) For any other significant and/or repeated violations of this section and/or any other applicable laws and/or regulations, including, but not limited to, failure to comply with the provisions of subsections (A)(10) through (13).

(8) Revocation shall not apply to any group home, which otherwise would cause it to be in violation of this section, that has obtained a reasonable accommodation pursuant to Chapter 16.73 of this Code.

C. Compliance

(1) Existing group homes must apply for a special use permit within 90 days of the effective date of this section.

(2) Group homes that are in existence upon the effective date of this section shall have one year from the effective date of this chapter to comply with its provisions, provided that any existing group home, which is serving more than six residents, must first comply with the six-resident maximum.

(3) Existing group homes obligated by a written lease exceeding one year from the effective date of the ordinance, or whose activity involves investment of money in leasehold or improvements such that a longer period is necessary to prevent undue financial hardship, are eligible for up to one additional year's grace period pursuant to Director approval."

SECTION 2. Paragraph I of Section 16.44.150 of the Murrieta Municipal Code is replaced, in its entirety, to read as follows:

"I. Rooming and Boarding House. A rooming and boarding house as defined in Chapter 16.110 of this title, may be established only upon approval of a conditional use permit for six (6) or fewer occupants, and shall be prohibited for more than six (6) occupants subject to the following standards (Short-Term Vacation Rentals that are regulated separately fall outside of this criteria. See, Chapter 5.27 (Short-Term Vacation Rentals) of the Murrieta Municipal Code for further criteria on these uses):

1. Filing Requirements. In addition to the regular application information, the application for a conditional use permit for a rooming and boarding house shall include the following information:

- a. Any proposed restrictions or limitations on the resident profile, such as men only, women only, families with children, elderly or special needs;
- b. The number of rooms to be used for sleeping purposes, and the maximum number of residents including on-site management staff, if any; and
- c. Any proposed limitations on the maximum stay for each resident.

2. Site Location Criteria. In evaluating a proposed rooming and boarding house the following criteria shall be considered:

- a. Compatibility of the proposed use with neighboring uses;
- b. Whether the use will result in harm to the health, safety or general welfare of the surrounding neighborhood, and substantial adverse impacts on adjoining properties or land uses will not result;
- c. The proximity of the use to shopping and services, and access to public transportation; and
- d. To avoid an over-concentration of rooming and boarding houses there shall be a minimum separation requirement of five hundred (500) feet, measured from the nearest outside building walls, between the subject use and any other rooming and boarding home or other group housing as defined in this title or in state law.

3. Development Standards. Any rooming and boarding house shall comply with the following:

- a. Structures and landscaping shall be compatible with the character of the surrounding neighborhood;

b. Sufficient on-site parking shall be provided (the precise number of parking spaces required will be determined by the approving authority based on the operating characteristics of the specific proposal);

c. Both indoor and outdoor open areas shall be provided on site;

d. All setback standards of the underlying zone shall be met; and

e. Signs as permitted in Chapter 16.38.

4. Notification. Notification of the conditional use permit public hearing shall be done in accordance with Chapter 16.52 of this title.

5. Existing Facilities. Upon the expiration of any conditional use permit, an existing rooming and boarding house or sober living home must comply with the requirements of this Section 16.44.150.

6. Changes to Operation. Any change in operating conditions from what was originally approved and imposed by the city, including, but not limited to, the number of occupants or residents, or any modifications to the conditions of approval pursuant to the required conditional use permit, shall require the immediate submittal of a request for revision of the required conditional use permit.

J. Parolee-Probationer Home. A parolee-probationer home, as defined in Chapter 16.110 of this title, may be established only upon approval of a conditional use permit for six (6) or fewer occupants, and shall be prohibited for more than six (6) occupants subject to the following standards.

1. Filing Requirements. In addition to the regular application information, the application for a conditional use permit for a parolee-probationer home shall include the following information:

a. Client profile (the subgroup of the population the facility is intended to serve);

b. Maximum number of occupants, including support staff;

c. Proposed maximum stay for each parolee-probationer;

d. A description of support services to be provided on-site and projected staffing level, if any;

e. Site plan and floor plans; and

f. Rules of conduct and business management plan.

2. Site Location Criteria. In evaluating a proposed parolee-probationer home, the following criteria shall be considered:

a. Compatibility of the proposed use with neighboring uses;

b. Whether establishment of the facility will not result in harm to the health, safety or general welfare of the surrounding neighborhood, and substantial adverse impacts on adjoining properties or land uses will not result;

c. Facility shall be located along or near a collector or arterial street with reasonable access to public transportation;

d. Facility shall be accessible to necessary support services;

e. To avoid an over-concentration of parolee-probationer homes, there shall be a one thousand (1,000) foot separation requirement as measured from the nearest outside building walls between the subject use and any other parolee-probationer home or other group housing as defined in this title or in state law;

f. To avoid an over-concentration of group housing facilities, there shall be a one thousand (1,000) foot separation requirement as measured from the nearest outside building walls between the subject use and any other group housing set forth in this subsection; and

g. That parolee-probationer homes shall not be located within one thousand (1,000) feet of a public or private school (pre-school through twelfth (12th) grade), student housing, senior housing, child care facilities, public parks and trails, or businesses licensed for on- or off-site sales of alcoholic beverages, as measured from any point on the outside walls of the parolee-probationer home to the nearest property line of the noted use.

3. Development Standards. Any parolee-probationer home shall comply with the following:

a. Facility shall be compatible with the character of the surrounding neighborhood;
b. Sufficient on-site parking shall be provided (the precise number of parking spaces required will be determined by the approving authority based on the operating characteristics of the specific proposal);

c. Both indoor and outdoor open areas shall be provided on site;

d. All setback standards of the underlying zone shall be met;

e. Signs as permitted in Chapter 16.38;

f. On-site staff supervision shall be required for parolee-probationer homes during all hours of operation;

g. Individual client stays at parolee-probationer homes shall not exceed one hundred eighty (180) days; and

h. The facility's management shall participate in any formal residential crime prevention program (i.e., Crime Free Multi-Housing Program) provided by the city and as required under the conditional use permit and, if the program offers certification, then that certification shall be obtained and maintained in current status.

4. Notification. Notification of the conditional use permit public hearing shall be done in accordance with Chapter 16.52 of this title.

5. Existing Facilities.

a. Upon the expiration of any conditional use permit, an existing parolee-probationer home must comply with the requirements of this Section 16.44.150.J.

b. An existing parolee-probationer home established pursuant to any conditional use permit discontinued for any period of time, excluding a maximum thirty- (30-) day closure required to perform necessary repair or restoration which does not increase the square footage of the residence, is deemed abandoned and any subsequent establishment of a parolee-probationer home on the premises shall be required to first obtain a new conditional use permit.

6. Changes to Operation. Any change in operating conditions from what was originally approved and imposed by the city, including, but not limited to, the number of occupants, residents or parolees-probationers, or modifications to the conditions of approval pursuant to the required conditional use permit shall require the immediate submittal of a request for revision of the required conditional use permit.

SECTION 3. Table 16.08-2 of Section 16.08.010 of the Murrieta Municipal Code is replaced, in its entirety, to read as follows:

TABLE 16.08-1 USE TABLE FOR RESIDENTIAL (SINGLE-FAMILY) ZONING DISTRICTS Permit Requirement by District

Symbol	Applicable Process						See Chapter
P	Permitted Land Use - Compliance with development standards and zoning clearance required						16.74
C	Conditional Use - Conditional use permit required						16.52
"Blank"	Land use not permitted						
Land Use ^{(1) (2)}	RR	ER-1	ER-2	ER-3	SF-1	SF-2	See Standards in Section
Agriculture, Open Space and Resources							
Animal Keeping	P	P	P	P	P	P	16.44.040
Crop Production, Commercial	P	P	P				
Electric Vehicle Charging Stations ⁽⁷⁾	P	P	P	P	P	P	15.63 , 16.34 , 16.44.115
Equestrian Facilities, Commercial	P	P	P	P	P	P	
Kennels Residential/Commercial	P ⁽³⁾						16.44.040 .E. 2.
Nature Preserves	P	P	P				
Plant Nurseries, Commercial	C	C	C				
Open Space	P	P	P	P	P	P	
Wind Conversion Energy Systems (non-commercial)	C						
Communication Facilities							
Satellite Dishes/Antennas	P	P	P	P	P	P	16.44.170A
Wireless Communication Facilities	C	C	C	C	C	C	16.44.170B

Education, Public Assembly and Recreation							
Bingo	C	C	C	C	C	C	16.44.210
Cannabis Cultivation, Processing, Delivery, and Dispensary (Commercial)							
Cannabis Testing Laboratory							
Cannabis Dispensary (Recreational Retail Storefront)							
Medicinal Cannabis Delivery Service (Mobile Activities for Patients and Caregivers)	P	P	P	P	P	P	16.44.250
Medicinal Cannabis Delivery Service (Physical Delivery Logistics Location)							
Churches, places of worship	C	C	C	C	C	C	
Cemeteries, Mortuaries, Crematoriums, Mausoleums	C	C	C				
Golf Courses, Country Clubs, Driving Ranges	C	C	C	C	C		
Private Residential Recreational Facilities	P	P	P	P	P	P	See definition
Schools	C	C	C	C	C	C	
Residential							
Accessory Dwelling Units	P	P	P	P	P	P	16.44.160
Assisted Living/Skilled Nursing	C	C	C	C	C	C	

Bed and Breakfast Inns	C	C	C				
Child Day Care Centers	C	C	C	C	C	C	16.44.050
Group Homes	P ⁽¹¹⁾	P ⁽¹¹⁾	P ⁽¹¹⁾	P ⁽¹¹⁾	P ⁽¹¹⁾	P ⁽¹¹⁾	16.44.045
Home Occupations	P	P	P	P	P	P	16.60.030
Junior Accessory Dwelling Unit	P	P	P	P	P	P	16.44.160
Large Family Day-Care Homes - 9 to 14 children ⁽⁵⁾	P	P	P	P	P	P	16.44.050
Manufactured Housing (including mobile homes) ⁽⁶⁾	P	P	P	P	P	P	16.44.050
Marijuana Cultivation, Processing, Delivery, and Dispensary							
Medical Marijuana Dispensary							
Medical Marijuana Dispensary, Mobile							
Mobile Home Parks	C	C	C	C	C	C	
Model Homes/Sales Office	P	P	P	P	P	P	
Multi-family Housing						P	
Personal Services (Limited)	P ⁽⁹⁾⁽¹⁰⁾	P ⁽⁹⁾⁽¹⁰⁾	P ⁽⁹⁾⁽¹⁰⁾	P ⁽⁹⁾⁽¹⁰⁾	P ⁽⁹⁾⁽¹⁰⁾	P ⁽⁹⁾⁽¹⁰⁾	See Definition 5.18 , 16.44.270
Residential Accessory Uses and Structures	P	P	P	P	P	P	16.44.150
Residential Care Homes - up to 6 Clients	P	P	P	P	P	P	

Residential Care Homes - 7+ Clients	C	C	C	C	C	C	
Residential Wedding/Event Facilities ⁽⁴⁾	C	C	C				16.44.230
Rooming/Boarding Houses	C	C	C	C	C	C	16.44.150I
Short-Term Vacation Rentals (STVRs) - Hosted ⁽⁸⁾	P	P	P	P	P	P	5.27 and 16.44.260
Short-Term Vacation Rentals (STVRs) - Non-Hosted ⁽⁸⁾	P	P	P				5.27 and 16.44.260
Single-family Homes	P	P	P	P	P	P	
Small Family Day-Care Homes - Up to 8 children ⁽⁵⁾	P	P	P	P	P	P	16.44.050
Supportive Housing	P	P	P	P	P	P	16.44.200
Transitional Housing (including SRO/Efficiency units)	P	P	P	P	P	P	16.44.200

Notes:

- (1) See Section [16.04.020](#) regarding uses not listed.
- (2) See Article VI for definitions of the land uses listed.
- (3) Kennels existing as of January 1, 2014 within the RR zone are a legal-conforming land use and are permitted to continue in operation subject to no changes in the existing operation and/or compliance with the development standards contained in Section [16.44.040](#).E.2.
- (4) Minimum five (5) acre property.
- (5) Zoning clearance not required.
- (6) Any development standards imposed shall be limited to those specified in state law. See California Code of Regulations, Title 25 (Housing and Community Development), Division 1 for additional details and requirements.
- (7) For EVCS - Subject to the Minor Conditional Use Permit appeal provisions for identified Public Health and Safety issues as described in [Chapter 15.63](#).
- (8) For STVRs - Subject to the Citywide maximum, locational, and operational criteria, as described in [Chapter 5.27](#) and Section [16.44.260](#) of this Municipal Code.
- (9) Limited to a massage accessory use in conjunction with establishment of the following primary uses: assisted living/skilled nursing. No other personal service are permitted. Refer to Section 16.44.270.B.3

(Massage Accessory Use) and [Chapter 5.18](#) (Massage Businesses and Massage Therapists) for additional details.

(10) Refer to Section [5.18.150](#) (Exemptions) for the types of “Professions and Services” which shall not be classified as a massage establishment.

(11) Subject to a Special Permit issued pursuant to Section 16.44.045.

SECTION 4. Section 16.110.020 of Chapter 110 of Title 16 of the Murrieta Municipal Code is hereby amended to revise the following definition to read as follows:

“Rooming and Boarding Houses. A residence or dwelling, other than a hotel, wherein three (3) or more rooms, with or without individual or group cooking facilities, are rented to individuals under separate rental agreements or leases, either written or oral, whether or not an owner, agent or rental manager is in residence. Included within the definition of "rooming and boarding house" are parolee-probationer homes as defined herein. Does not include short-term vacation rentals, which are defined under this section and regulated under Chapter 5.27 (Short-Term Vacation Rentals) and Title 16.

SECTION 5. Section 16.110.020 of Chapter 110 of Title 16 of the Murrieta Municipal Code is hereby amended by adding the following definition:

“Group Home. A facility that is being used as a supportive living environment for persons who are considered disabled under state or federal law. A group home operated by a single operator or service provider (whether licensed or unlicensed) constitutes a single facility, whether the facility occupies one or more dwelling units. Group homes include sober living homes but shall not include the following as defined in this code: Assisted Living/Skilled Nursing, Bed and Breakfast Inn, Short-Term Vacation Rental (STVR), Hotel or Motel, Live/Work Facility, Residential Care Homes, Rooming and Boarding Houses, Senior Citizen Congregate Care Housing, Single Room Occupancy (SRO) (also known as an Efficiency Unit), Skilled Nursing-Short Term, Supportive Housing, Transitional Housing and Transitional Housing Development.”

SECTION 6 Section 16.110.020 of Chapter 110 of Title 16 of the Murrieta Municipal Code is hereby amended by revising the following definition to read as follows:

“Residential Care Homes. Facilities providing residential social and personal care for children, the elderly, and people with limited ability for self-care, but where medical care is not a major element. Includes: children’s homes; transitional houses; orphanages; rehabilitation centers; and self-help group homes. Convalescent homes, nursing homes, and similar facilities providing medical care are included under the definition of “Assisted Living/Skilled Nursing.” This use definition does not include sober living homes or any other facility that meets the definition of a Group Home, whether licensed or unlicensed.”

SECTION 7. This ordinance is exempt from the California Environmental Quality Act (“CEQA”) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment.

Where, as here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 8. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 9. This Ordinance shall become effective on the thirty-first (31st) day after its passage and adoption, and within fifteen (15) days after its final passage and the City Clerk shall cause it to be posted and published in a newspaper of general circulation, printed, published and circulated in the City in the manner required by law and shall cause a copy of this Ordinance and its certification, to be entered in the Book of Ordinances of the City.

PASSED AND ADOPTED this 2nd day of September, 2025.

Cindy Warren, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney



CITY OF MURRIETA

City Council Meeting Agenda

Report

9/16/2025
Agenda Item No. 11.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Brian Crawford, Municipal Services Director

PREPARED BY: Bryce Wilson, Management Analyst - Municipal Services

SUBJECT: Notice of Completion - City Hall Roof Replacement Project

RECOMMENDATION

Accept the public improvements for the City Hall Roof Repair Project, Capital Improvement Project No. 10027; and

Authorize the City Clerk to record a Notice of Completion and release bonds in accordance with State law and City ordinances.

PRIOR ACTION/VOTE

On April 1, 2025, the City Council awarded the construction contract for the City Hall Roof Repair Project, Capital Improvement Project No. 10027, to Hi-top Roof, Inc., for \$155,000, plus a 15% contingency (Vote: 5-0).

CITY COUNCIL GOAL

Plan, program and create infrastructure development.

DISCUSSION

The City Hall roof was over 17 years old and showed signs of long-term wear and tear. Industry standards suggest replacing the roof every 12-20 years. A Fluid-Applied Roofing System was selected for the project to provide a seal against water intrusion and improve energy efficiency. The process involved making repairs to the roof surface and applying several layers of a liquid silicone membrane directly onto the existing roof surface. This method creates a seamless, waterproof layer that protects the roof without requiring a complete removal and replacement of the existing roof.

The project started on July 14, 2025, and construction was substantially completed on July 28, 2025. One (1) contract change order was issued on the project, totaling \$13,497, or 8.7% of the original contract amount. The approved changes were to address unanticipated roofing damage and repairs.

Staff has inspected the improvements and found them to be satisfactory, and recommends formal acceptance

by the City Council.

FISCAL IMPACT

None. Capital Improvement Project No. 10027 will be fully reconciled, and staff will update the Capital Improvement Plan accordingly.

ATTACHMENTS

1. Notice of Completion, CIP 10027

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 Hall Roof Repair, CIP 10027

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: In Fee.
- 5) A work of improvement on the described property was substantially completed on July 28, 2025.
- 6) The name of the contractor for such work of improvement is **Hi-Top Roof, 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: Applied Silicone Roofing material for the Murrieta City Hall Roof, Murrieta.

CITY OF MURRIETA

Brian Crawford
Municipal Services Director
Municipal Services

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 September 16, 2025, 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 _____, 2025, at Murrieta, California.

CITY OF MURRIETA

Cristal McDonald
City Clerk



CITY OF MURRIETA

City Council Meeting Agenda

Report

9/16/2025
Agenda Item No. 12.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Brian Ambrose, Community Services Director

PREPARED BY: Crystal Arora, Management Analyst - Parks & Recreation

SUBJECT: Budget Adjustment Request to Increase Homeless Services Budget for Contract Services

RECOMMENDATION

Amend the Fiscal Year 2025/26 Operating Budget to establish an appropriation of \$562,873.92 using General Fund Unassigned Fund Balance for the Homeless Services contracts.

PRIOR ACTION/VOTE

On November 19, 2024, the City Council waived bidding requirements and approved an agreement between the City and Project T.O.U.C.H. for Emergency Shelter Services and allocated American Rescue Plan Act (ARPA) funds through Fiscal Year 2024/25 (Vote: 5-0).

On February 18, 2025, the City Council approved an agreement between the City and City Net for Homeless Street Outreach and Case Management Services (Vote: 5-0).

CITY COUNCIL GOAL

Coordinate and deliver responsive, effective community services.

DISCUSSION

Since 2017, the City has expanded the services it provides to address homelessness, including outreach and sheltering initiatives. Historically, services to address homelessness are County mandated and not a service that municipalities were expected to provide.

For the City of Murrieta, what began as a small team consisting of a single Community Services Department (CSD) staff member, their counterpart from a neighboring city, and a few Murrieta Police Department (PD) officers has grown into a dedicated Homeless Services team under CSD, a specialized Community Policing Team for street outreach, a Community Behavioral Health Assessment Team (CBAT), and a partnership with contracted teams (City Net and Project T.O.U.C.H.) providing services across four (4) Southwestern Riverside County cities. In the past, grants have provided a significant portion of the funding for these specialized

services.

Back in 2019, CSD received its first donation from Kaiser Foundation Hospitals for \$35,000. In 2021, the City was awarded over \$992,000 through the Emergency Solutions grant (ESG) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act for street outreach and emergency shelter services. Most of this original funding was dedicated to street outreach, with about 25% going towards emergency shelter. Additional ESG funding in 2022 totaling \$153,035, new funding through the Homeless Incentive Program (HHIP) in 2023 totaling \$225,716, and a budget reallocation of ARPA funds in 2024 totaling \$313,045 have all gone to supporting emergency shelter services.

This funding has been essential in forming the professional relationships the team has built with partners at City Net and Project T.O.U.C.H. The growth in services achieved through this funding has allowed for partnerships between Riverside County Flood Control and Water Conservation District (District) and the cities of Wildomar and Menifee. The City performed clean-up efforts in the Murrieta Creek on a reimbursement basis from the District in Fiscal Year (FY) 2023/24 and FY 2024/25 and currently provides 1.5 days per week of street outreach services to the City of Wildomar through a Memorandum of Understanding (MOU).

Currently, CSD manages three (3) agreements with City Net, and one (1) agreement with Project T.O.U.C.H. The first City Net agreement is for Rapid Rehousing specific activities and is funded through the State of California Homeless Housing, Assistance and Prevention (HHAP) grants program. The second agreement is managed by City staff and supports multiple cities in Southwestern Riverside County for outreach throughout the Murrieta Creek. These activities are funded through the State of California Encampment Resolution Funding (ERF) grant. This grant supports the City's full-time Administrative Assistant with Homeless Services and 50% of the Homeless Services Manager's salary and benefits. The County has already provided an advance payment for ERF totaling \$3,237,856. The final City Net agreement is for City of Murrieta specific street outreach and case management services. This agreement also services Wildomar for 1.5 days per week. These services to Wildomar cover approximately 30% of the total time allocated from City Net for services, which over a six-month period total approximately \$90,921. Wildomar services are strictly for street outreach and case management and do not include sheltering. Staff have not discovered viable grant options for these services in the current FY.

The grant funding assists outreach efforts greatly, but it depletes quickly. In the past, CSD has received support from the General Fund to prevent a gap in services. In February 2025, staff relayed to the City Council that a potential funding source sought for these services would be through grants, but the need may arise for General Fund support. While ERF funding has alleviated approximately 20% of direct sheltering efforts from the City, additional funding is still required. In late May 2025, staff submitted three (3) additional applications for another extension of the ESG and HHAP funding from the County. The funding applied for totaled \$885,830 for additional street outreach staff, four (4) additional shelter beds, and additional assistance for Rapid Rehousing. After review, the County contacted staff seeking concurrence to increase the service area in the City's submittal while reducing funding. Due to a lack of agreement, the County will issue a new RFP for District 3 in the future. Although this award would support the existing services City Net provides for Rapid Rehousing, this is separate from the street outreach services, which still needs a funding source.

The City has ongoing agreements with City Net and Project T.O.U.C.H. which require staff to encumber the funds. Staff requests additional funding for July 1, 2025, through December 31, 2025, to maintain services while continuing to actively apply for grant opportunities. This funding is to guarantee support of services through the end of the calendar year but will require further discussion for future support of the five-year contracts the City holds with City Net and Project T.O.U.C.H. Fortunately, at year-end close, there was a remaining balance in ARPA funding designated to Project T.O.U.C.H. for FY 2024/25. This funding totaling \$50,130 has been carried over into FY 2025/26 to assist with emergency sheltering expenditures.

FISCAL IMPACT

Staff requests immediate support from the General Fund totaling \$303,072 for City Net and \$259,801.92 for Project T.O.U.C.H. services from July 2025 through December 2025. This would increase the budget in account 1105100-60480 to \$562,873.92.

Staff recommends an amendment to the FY 2025/26 Operating Budget using the General Fund's Unassigned Fund Balance for the \$562,873.92. Although \$562,873.92 is the amount required for the budget amendment to meet these obligations, there are three anticipated funding sources that will offset some of these expenses, reducing the combined anticipated General Fund commitment to \$369,862.92 through December 2025.

Staff also recommends establishing a revenue budget for the anticipated reimbursement from the City of Wildomar in the amount of \$90,921.

Funding Source	City Net	Project T.O.U.C.H
Contract Value (six-months)	\$303,072	\$259,801.92
<i>Anticipated Off-Sets</i>		
City of Wildomar Reimbursement	(\$90,921)	N/A
Roll-Over of Remaining ARPA Funds	N/A	(\$50,130)
Portion Potentially Chargeable to ERF (Approximately 20%)	N/A	(\$51,960)
<i>Total of Estimated Off-Sets</i>	(\$90,921)	(\$102,090)
Adjusted General Fund Obligation	\$212,151	\$157,711.92

ATTACHMENTS

None.



CITY OF MURRIETA

City Council Meeting Agenda Report

9/16/2025
Agenda Item No. 13.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Cristal McDonald, City Clerk

PREPARED BY: Cristal McDonald, City Clerk

SUBJECT: City Council Meeting Schedules

RECOMMENDATION

Review and adopt the proposed 2026 City Council meeting schedule; and

Discuss City Council meeting times for future consideration, OR

Take action the City Council deems appropriate.

PRIOR ACTION/VOTE

On July 20, 2021, the City Council authorized a summer legislative recess, resulting in the cancellation of the August 17, 2021, and September 7, 2021, City Council regular meetings (Vote: 4-1).

On April 5, 2022, the City Council authorized a summer legislative recess, resulting in the cancellation of the July 5, 2022, and July 19, 2022, City Council regular meetings (Vote: 5-0).

On April 4, 2023, the City Council authorized a summer legislative recess, resulting in the cancellation of the July 4, 2023, and July 18, 2023, City Council regular meetings (Vote: 5-0).

On January 16, 2024, the City Council adopted the 2024 City Council Meeting Schedule, resulting in the cancellation of the May 21, 2024, July 16, 2024, and August 6, 2024, City Council regular meetings (Vote: 5-0).

On December 17, 2024, the City Council adopted the 2025 City Council Meeting Schedule, resulting in the cancellation of the January 7, 2025, May 20, 2025, and August 5, 2025, City Council regular meetings (Vote: 5-0).

CITY COUNCIL GOAL

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

DISCUSSION

California Government Code Section 36805 requires that the city council hold regular meetings at least once a month at times fixed by ordinance or resolution. Under the Murrieta Municipal Code (MMC), and Resolution No. 19-4178, including amendments, thereafter, sets the day and time for regular City Council meetings on the first and third Tuesdays of each month beginning at 6:00 p.m. Closed Sessions shall begin no earlier than 4:00 p.m., under normal circumstances. Additionally, when a workshop is held prior to a City Council regular meeting, the intent is to begin no earlier than 4:00 p.m.

Under the direction of the City Manager, City Council agenda packets are prepared by the City Clerk (MMC §2.12.020). The City Manager, as the administrative head, may cancel City Council meetings as needed for the efficient management of the City of Murrieta's affairs. Additionally, the City Council, as a body, has the authority to cancel meetings.

In recent years, the City Council has proactively canceled meetings, known as “going dark,” during summer months, to accommodate conflicting City business, and during winter break. This enables the City Council and City staff to plan appropriately, allowing for time off during the summer and holidays. Although, due to volume of City business, while in session, several workshops in 2025 were required to be held earlier than 4:00 p.m.

Considerations

Proposed 2026 City Council Calendar

- **January 6, 2026 (Winter Break)** Although the City Council meets in December, the proposed City Council meeting calendar lists January 6, 2026, as “DARK” due to a proposed City Hall closure to the public during the winter holidays. Staff often use the closure to take holiday time off, which makes it difficult for staff to submit and review agenda reports in accordance with deadlines for the January 6, 2026, City Council regular meeting. Agenda Reports are due approximately one month before the designated City Council meeting, as they require review from various departments. City Hall staffing levels are minimal during this time, and the recommendation to cancel the January 6, 2026, City Council regular meeting would allow for the full functionality of staff for the January 20, 2026, City Council regular meeting.
- **May 19, 2026 (ICSC)** The 2026 International Council of Shopping Centers (ICSC) conference is scheduled to take place from May 18 to 20, 2026. ICSC is dedicated to advancing the industry by promoting and elevating marketplaces and commercial spaces as vital components of communities and economies. Various Executive Management Staff (City Managers, Department Directors, and Economic Development staff) and City Council Members are expected to attend this conference. It is recommended to cancel the May 19, 2026, City Council regular meeting to allow sufficient time for staff and the City Council to attend the event.
- **July 21, 2026 & August 4, 2026 (Summer Recess/2026 General Municipal Election/National Night Out)** It is a standard practice for jurisdictions to conduct a legislative recess over the summer months. While the City Council meeting will not take place during this time, City Council Members will remain engaged with their constituents and have more opportunities to participate in local community summer events and activities taking place. There are no anticipated impacts to City business due to the summer recess.

In addition, the regularly scheduled City Council meeting of July 21, 2026, coincides with the official nomination period for the November 2026 General Municipal Election (July 13, 2026 - August 7, 2025). During this statutory period, the City Clerk Department, which prepares City Council agendas, is also responsible for issuing and processing nomination papers, responding to candidate inquiries, and administering the numerous legal and procedural requirements associated with candidate filings.

Canceling for summer recess will ensure that adequate staff resources are available to support the nomination process and that prospective candidates are afforded full and timely access to election services. This action also minimizes scheduling conflicts for incumbents and members of the public who may be actively participating in the nomination process. Accordingly, cancellation is proposed to promote the orderly administration of the election and to safeguard compliance with statutory election deadlines.

Lastly, during the month of August, the first Tuesday is designated as National Night Out, a community event that supports the partnership between the community and the Police Department. The City Council and City staff often attend this event.

To anticipate the needs of both the City Council and City administrative staff, City staff recommend adopting the proposed City Council meeting calendar for 2026. By approving the schedule, the City Manager can confirm that agenda items are planned within the proposed timeline. Additionally, special meetings can be scheduled for specific topics during the dark periods if necessary.

City Council Meeting Times

Over time, various factors, such as community participation, alignment with other City operations, and City Council Member availability, may prompt a review of whether the current meeting start time continues to best serve the City Council and the public. Based on the trend of our meeting starting times and other jurisdictions that have adjusted to earlier meeting times in recognition of community needs, and technological trends, this is an opportunity for the City Council to discuss and provide direction, if any, on if City staff should return to a future meeting with timing options.

FISCAL IMPACT

None.

ATTACHMENTS

1. 2026 Proposed City Council Meeting Calendar

2026

Proposed City Council Calendar

January

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April

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31						

June

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July

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August

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September

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October

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November

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December

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CITY OF MURRIETA

City Council Meeting Agenda Report

9/16/2025
Agenda Item No.

Subject:
Notice of Pending Approval of final Parcel Map - PM 38568

**CITY OF MURRIETA
NOTICE OF PENDING APPROVAL OF FINAL PARCEL MAP - PM 38568
FOR JEFFERSON LA-A, LLC., A DELAWARE LIMITED LIABILITY COMPANY**

NOTICE IS HEREBY GIVEN that on September 16, 2025, at 6:00 PM at City Hall, 1 Town Square, Murrieta, CA 92562, the City Council shall be notified of review and approval of final map application for Parcel Map 38568 (TPM 38568).

An application was filed by **Jefferson LA-A, LLC.**, A Delaware Limited Liability Company for Tentative Parcel Map No. 38568 to subdivide 31.694 acres for residential use, including 852 multifamily units.

Engineering staff have completed a review of the final map for conformance with the Subdivision Map Act and the Murrieta Municipal Code. Final Parcel Map PM 38568 conforms to the conditions of approval and the tentative parcel map. All dedications and mitigation required in the conditions of approval have been offered and secured.

The mylars of the original final parcel map are available for review at the Engineer Department counter, Monday - Friday 8 a.m. - 5 p.m.

Any questions concerning this matter should be directed to Jennifer Chamberlain, Development Services Technician at JChamberlain@MurrietaCA.gov <<mailto:JChamberlain@MurrietaCA.gov>> or 951-461-6072.

/s/ Cristal McDonald, City Clerk
Dated: September 11, 2025